

Receipt (pavti)

389/10659

पावती

Original/Duplicate

Thursday, May 25, 2023

नोंदणी क्र.: 39म

5:46 PM

Regn.: 39M

पावती क्र.: 12102 दिनांक: 25/05/2023

गावाचे नाव: कांदिवली

दस्तऐवजाचा अनुक्रमांक: बरल-6-10659-2023

दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: विरल शांतीलाल दवे

नोंदणी फी रु. 30000.00

दस्त हाताळणी फी रु. 2100.00

पृष्ठांची संख्या: 105

एकूण: रु. 32100.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

6:03 PM ह्या वेळेस मिळेल.


सह. दु. नि. बोरीवली 6

वाजार मूल्य: रु. 16958973.5/-

मोवदला रु. 22427334/-

भरलेले मुद्रांक शुल्क: रु. 1345700/-

सह. दुय्यम निबंधक, बोरीवली क्र. ६,
मुंबई उपनगर जिल्हा.

1) देयकाचा प्रकार: DHC रक्कम: रु. 100/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 2405202316762 दिनांक: 25/05/2023

वॅकेचे नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: 2405202316666 दिनांक: 25/05/2023

वॅकेचे नाव व पत्ता:

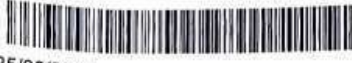
3) देयकाचा प्रकार: eChallan रक्कम: रु. 30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH002574558202324E दिनांक: 25/05/2023

वॅकेचे नाव व पत्ता:

मुळ दस्त प्राप्त झाला.

REGISTERED ORIGINAL DOCUMENT
DELIVERED ON **29 MAY 2023**



25/05/2023

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. बोरीवली 6

दस्त क्रमांक : 10659/2023

नोदंणी :

Regn.63m

गावाचे नाव : कांदिवली

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	22427334
(3) बाजारभाव(भाडेपट्टयाच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद कराचे)	16958973.5
(4) भू-मापन, पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव: Mumbal Ma.na.pa. इतर वर्णन :सदनिका नं: 4202, माळा नं: 42 वा मजला, इमारतीचे नाव: रुपारेल पॅलेसिओ, ब्लॉक नं: कांदिवली पश्चिम मुंबई 400067, रोड : डहाणूकर वाडी न्यू लिंक रोड, इतर माहिती: रेरा कार्पेट एरिया 935 चौ. फूट, सोबत एक कार पार्किंग, इतर माहिती दस्तात नमूद केल्या प्रमाणे. (C.T.S. Number : 725 ;)
(5) क्षेत्रफळ	1) 95.58 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:-श्री सिद्धिविनायक इंफ्रास्ट्रक्चर अँड रियल्टीचे भागीदार श्री. अमित महेंद्र रुपारेल यांच्या वतीने कुलमुखत्यार श्री. समीर अशोक खाडे वय:-42; पत्ता:-प्लॉट नं: ऑफिस, माळा नं: पहिला मजला, इमारतीचे नाव: रुपारेल आयरिस, ब्लॉक नं: माटुंगा रोड पश्चिम, रोड नं: प्लॉट नं 273, सेनापती बापट मार्ग, महाराष्ट्र, मुंबई. पिन कोड:-400016 पॅन नं:-ABVFS5422N
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:-विरल शांतीलाल दवे वय:-43; पत्ता:-प्लॉट नं: 403, माळा नं: -, इमारतीचे नाव: सरगम, ब्लॉक नं: कांदिवली पश्चिम, मुंबई, रोड नं: साई बाबा नगर रोड च्या पुढे, पवार स्कूल समोर, महाराष्ट्र, मुंबई. पिन कोड:-400067 पॅन नं:-AFTPD0111R 2): नाव:-श्रीरमा विरल दवे वय:-43; पत्ता:-प्लॉट नं: 403, माळा नं: -, इमारतीचे नाव: सरगम, ब्लॉक नं: कांदिवली पश्चिम, मुंबई, रोड नं: साई बाबा नगर रोड च्या पुढे, पवार स्कूल समोर, महाराष्ट्र, मुंबई. पिन कोड:-400067 पॅन नं:-ABHPT0041N 3): नाव:-अरुणा शांतीलाल दवे वय:-63; पत्ता:-प्लॉट नं: 403, माळा नं: -, इमारतीचे नाव: सरगम, ब्लॉक नं: कांदिवली पश्चिम, मुंबई, रोड नं: साई बाबा नगर रोड च्या पुढे, पवार स्कूल समोर, महाराष्ट्र, मुंबई. पिन कोड:-400067 पॅन नं:-AVUPD1732D
(9) दस्तऐवज करून दिल्याचा दिनांक	25/05/2023
(10) दस्त नोंदणी केल्याचा दिनांक	25/05/2023
(11) अनुक्रमांक, खंड व पृष्ठ	10659/2023
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	1345700
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेर	



मुल्यांकनासाठी विचारात घेतलेला तपशील:-

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

खरी प्रत

दुय्यम निबंधक, बोरीवली क्र.-६
मुंबई उपनगर जिल्हा.

Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	Shree Siddhivinayak Infrastructure And Realty	eChallan	69103332023052512805	MH002574558202324E	1345700.00	SD	0001371111202324	25/05/2023
2		DHC		2405202316762	100	RF	2405202316762D	25/05/2023
3		DHC		2405202316666	2000	RF	2405202316666D	25/05/2023
4	Shree Siddhivinayak Infrastructure And Realty	eChallan		MH002574558202324E	30000	RF	0001371111202324	25/05/2023

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

AGREEMENT FOR SALE

BETWEEN

M/S. SHREE SIDDHIVINAYAK INFRASTRUCTURE & REALTY
AND

(1) MR. VIRAL SHANTILAL DAVE, (2) MRS. GRISHMA VIRAL DAVE
And (3) MRS. ARUNA SHANTILAL DAVE

UNIT / FLAT NO. 4202 ON 42nd FLOOR IN RUPAREL PALACIO

मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)		25 May 2023, 05:38:28 PM	
Valuation ID	202305259086	बरल-6	
मूल्यांकनाचे वर्ष	2023		
जिल्हा	मुंबई (उपनगर)		
मूल्य विभाग	79.कांदीवली बोरीवली		
उप मूल्य विभाग	भुभाग उत्तरेस 90 फुट वि यो रस्ता, पुर्वे व दक्षिणेस गावाची हद्द व पश्चिमेस लिंक रोड		
सर्व्हे नंबर / न. भू क्रमांक	सि टी एस. नंबर#725		
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.			
खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने
67730	143500	165020	186400
			औद्योगिक 1435/0
बांधीव क्षेत्राची माहिती		मिळकतीचा प्रकार	
बांधकाम क्षेत्र (Built Up)	95.58 चौरस मीटर	मिळकतीचा वापर	निवासी सदनिका
बांधकामाचे वर्गीकरण	1-आर सी सी	मिळकतीचे वय	0 TO 2वर्ष
उद्दवाहन सुविधा	आहे	मजला	31st floor And Above
रस्ता सन्मुख			
Sale Type - First Sale			
Sale/Resale of built up Property constructed after circular dt.02/01/2018			
मजला निहाय घट/वाढ		= 120% apply to rate= Rs.172200/-	
घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर		= ((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * घसा-यानुसार टक्केवारी) + खुल्या जमिनीचा दर	
		= (((172200-67730) * (100 / 100)) + 67730)	
		= Rs.172200/-	
A) मुख्य मिळकतीचे मूल्य		= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र	
		= 172200 * 95.58	
		= Rs.16458876/-	
E) बंदिस्त वाहन तळाचे क्षेत्र		13.94 चौरस मीटर	
बंदिस्त वाहन तळाचे मूल्य		= 13.94 * (143500 * 25/100)	
		= Rs.500097.5/-	
Applicable Rules		= 10.4.16	
एकत्रित अंतिम मूल्य		= मुख्य मिळकतीचे मूल्य + तळघराचे मूल्य + भेड्ढाईन मजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य - इमारती भावतीच्या खुल्या जागेचे मूल्य + बंदिस्त बाल्कनी + मेकॅनिकल वाहनतळ	
		= A + B + C + D + E + F + G + H + I + J	
		= 16458876 + 0 + 0 + 0 + 500097.5 + 0 + 0 + 0 + 0 + 0	
		= Rs.16958973.5/-	



बरल चेंसद्वार
90849 9 904
मिळकतीचा प्रकार
बांधीव
2023

Home Print



CHALLAN
MTR Form Number-6



GRN	MH002574558202324E	BARCODE			Date	25/05/2023 14:48:17	Form ID	25.2			
Department	Inspector General Of Registration		Payer Details								
Stamp Duty	Registration Fee		TAX ID / TAN (If Any)	90E4E2904							
			PAN No.(If Applicable)	BVFSS422N 2023							
Office Name	BOMBAY SUB REGISTRAR BORIVALI 6		Full Name	Shree Siddhivyaak Infrastructure And Realty							
Year	2023-2024 One Time		Flat/Block No.	Flat No. 4202, 42nd Floor, Ropareri Patacio							
Account Head Details		Amount In Rs.	Premises/Building								
0030045501	Stamp Duty	1345700.00	Road/Street					Dattahkar Wadi, New Link Road, Kandival West			
0030063301	Registration Fee	30000.00	Area/Locality					Mumbai			
			Town/City/District					MUMBAI SUB REGISTRAR OFFICE, DIST. (BANDRA)			
			PIN					400 006 7			
			Remarks (If Any)	SecondPartyName=Viral Shantilal Dave-							
Total		13,75,700.00	Amount In Words	Thirteen Lakh Seventy Five Thousand Seven Hundred Rupees Only							
Payment Details		IDBI BANK	FOR USE IN RECEIVING BANK								
Cheque-DD Details		Bank CIN	Ref. No.	69103332023052512805	727126107						
Cheque/DD No.		Bank Date	RBI Date	25/05/2023-14:48:20	Not Verified with RBI						
Name of Bank		Bank-Branch	IDBI BANK								
Name of Branch		Scroll No. , Date	Not Verified with Scroll								

Department ID :

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

Mobile No. : 0000000000

सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.



CHALLAN
MTR Form Number-6



बरल - ६ /

GRN	MH002574558202324E	BARCODE			Date	25/05/2023-14:46:47	Form ID	25.2
Department	Inspector General Of Registration				<div style="border: 1px solid black; padding: 2px;"> Payer Details २०२३ ९०६५९ ३ ९०५ </div>			
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)						
		PAN No.(If Applicable)	ABVFS54					
Office Name	BIRLAD SUB REGISTRAR BORIVALI 6		Full Name	Shree Siddhivijayak Infrastructure And Realty				
Year	2023-2024 One Time		Flat/Block No.	Flat No: 202, 42nd Floor, Ruparel Palace				
Account Head Details	Amount In Rs.	Premises/Building						
0030045501 Stamp Duty	1345700.00	Road/Street	Dahanukar, New Link Road, Kandivali West					
0030063301 Registration Fee	30000.00	Area/Locality	Mumbai					
		Town/City/District						
		PIN	4 0 0 0 6 7					
Remarks (If Any)								
SecondPartyName=Viral Shantilal Dave-								
Total	₹ 1375700.00	Amount In	Thirteen Lakh Seventy Five Thousand Seven Hundred					
		Words	Rupees Only					
Payment Details	IDBI BANK	FOR USE IN RECEIVING BANK						
Cheque-DD Details		Bank CIN	Ref. No.	69103332023052512805	727126107			
Cheque/DD No.		Bank Date	RBI Date	25/05/2023-14:48:20	Not Verified with RBI			
Name of Bank		Bank-Branch	IDBI BANK					
Name of Branch		Scroll No. , Date	Not Verified with Scroll					

Department ID :

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

Mobile No. : 0000000000

सदर चलन केवल दस्तावेज निविदाक कार्यालयात नोंदणी करावयाच्या दस्त्यासाठी लागू आहे. नोंदणी न करावयाच्या दस्त्यासाठी सदर चलन लागू नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userld	Defacement Amount
1	(IS)-389-10659	0001371111202324	25/05/2023-17:46:06	IGR195	
2	(IS)-389-10659	0001371111202324	25/05/2023-17:46:06	IGR195	30000.00
Total Defacement Amount					1345700.00
					13,75,700.00

वरल - ६/
१०६५९ ४ १०५
२०२३

Department of Stamp & Registration, Maharashtra

Receipt of Document Handling Charges

PRN	2405202316666	Date	24/05/2023
Received from ruparel, Mobile number 0000000000, an amount of Rs.2000 towards Document Handling Charges for the Document to be registered (iSARITA) at the Sub Registrar office Joint S.R. Borivali 6 of the District Mumbai Sub-urban District.			
Payment Details			
Bank Name	sbiipay	Date	24/05/2023
Bank CIN	10004152023052415225	REF No.	202314415720974
This is computer generated receipt, hence no signature is required.			





Document **H**andling **C**harges
Inspector General of Registration & Stamp

बरल - ६/
०६६५९ ५ २०५
२०२३

Receipt of Document Handling Charges

PRN 2405202316666

Receipt Date 25/05/2023

Received from ruparel, Mobile number 0000000000, an amount of ₹ 2000 towards Document Handling Charges for the Document to be registered by Document No. 10659 dated 25/05/2023 at the Sub Registrar office Joint S.R. Borsali 6 of the District Mumbai Sub-urban District.



DEFACED

₹ 2000

DEFACED

Payment Details

Bank Name sbiepay

Payment Date 24/05/2023

Bank CIN 10004152023052415225

REF No. 202314415720974

Deface No 2405202316666D

Deface Date 25/05/2023

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

Department of Stamp & Registration, Maharashtra		बरल - ६ / १०६५६ ६ १०५ २०२३
Receipt of Document Handling Charges		
PRN	2405202316762	Date 24/05/2023
<p>Received from ruparel, Mobile number 0000000000, an amount of Rs.100/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Borivali 6 of the District Mumbai Sub-urban District.</p>		
Payment Details		
Bank Name	sbiepay	Date 24/05/2023
Bank CIN	10004152023052415280	REF No. 202314484190696
This is computer generated receipt, hence no signature is required.		





Document **H**andling **C**harges
Inspector General of Registration & Stamps

बल - ६/	
२०६५९६७	२०५
२०२३	

Receipt of Document Handling Charges

PRN 2405202316762

Receipt Date 25/05/2023

Received from ruparel, Mobile number 0000000000, an amount of Rs. 100/- towards Document Handling Charges for the Document to be registered on Document No. 10659 dated 25/05/2023 at the Sub Registrar office Joint S.R. Borivali (S) in the District of Mumbai Sub-urban District.

DEFACED

₹ 100

DEFACED



Payment Details

Bank Name sbiepay

Payment Date 24/05/2023

Bank CIN 10004152023052415280

REF No. 202314484190696

Deface No 2405202316762D

Deface Date 25/05/2023

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

बल - ६ /		
१०६५९	C	१०५
२०२३		



AGREEMENT FOR SALE

THIS ARTICLES OF AGREEMENT made at Mumbai this 25th day of May in the Christian Year Two Thousand Twenty Three (2023);

BETWEEN

M/S. SHREE SIDDHIVINAYAK INFRASTRUCTURE & REALTY, a partnership firm, duly registered under the provisions of Indian Partnership Act 1932, having its office at 1st Floor, Ruparel Iris Building, Plot No. 273, Senapati Bapat Marg, Matunga Road (West), Mumbai 400016, hereinafter called "the PROMOTER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partner or partners for the time and from time to time constituting the firm and the survivor or survivors of them and their heirs, executors and administrators of the last survivor of them and his/her/their assigns) of the **ONE PART**;

AND

(1) MR. VIRAL SHANTILAL DAVE, (2) MRS. GRISHMA VIRAL DAVE And (3) MRS. ARUNA SHANTILAL DAVE, all adults, Indian Inhabitants, company/partnership firm/HUF having his/her/their/its address at 403-Sargam, Off Sai Baba Nagar Road, Opp Pawar School, Kandivali (West), Mumbai 400067,, hereinafter called "THE ALLOTTEE/S", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individual include their respective heirs, executors, administrators and permitted assigns / in case of the HUF, the members and the coparceners of HUF from time to time and the last surviving member and coparcener and the legal heirs, executors and administrators of such last surviving member / in case of partnership firm the partners or partner as at present constituting the said firm the survivors or survivor of them and the heirs, executors, administrators and permitted assigns of the last survivor or survivors and in case of a limited company / corporate body its successors and permitted assigns) **OF THE OTHER PART**;

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WHEREAS :

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The Municipal Corporation of Greater Mumbai ("MCGM") is the absolute owner of land bearing Survey No. 37, Hissa No. 1 corresponding to C.T.S. No. 725 (Pt.) of Village Kandivali, Taluka Borivli totally admeasuring 2065 sq. mts or thereabouts (as per the LOI dated 30th December, 2010), lying, being and situate at New Link Road, Dr. Dindayal Pandit Chowk, Dahanukar Wadi, Kandivali (West), Mumbai 400067, and more particularly described in the FIRST SCHEDULE hereunder written (hereinafter referred to as "THE SAID PROPERTY"). The said land is delineated in RED Colour Boundary line on the layout plan annexed as ANNEXURE "A" hereto (hereinafter referred to as "THE SAID PLAN").



Slum-dwellers from other lands were shifted to the said Land for the purpose the road widening of 20' New Link Road, at Kandivali (West), Mumbai. The Hutment / Eligible Slum-dwellers have not been issued any photo-pass by the MCGM, but were issued allotment letters for their alternate accommodation. The said Land was occupied by slum dwellers who were residing with their respective families in their respective structures / hutments hereinafter referred to as ("the Slum Dwellers"). The said slum dwellers have formed society namely "Prasad Co-operative Housing Society" (Proposed) hereinafter referred to as ("the said Slum Society"). The said Land along with the structures thereon jointly is hereinafter referred to as ("the said Property").

- C. It appears that as per Govt. Policy the Landlord is not given any special authority or permission to neglect the eligible slum dwellers in the Slum Rehabilitation Project submitted by the individuals/citizen/organization such as MHADA, Municipal Corporation etc. but the accommodation premium received by the Municipal Corporation from the said Scheme can be accepted as per the Slum Rehabilitation Scheme sanctioned earlier to the other slum societies and other such occupants shifted to the other lands of MCGM in such manner.
- D. The said Slum Society being unable to develop the said property on its own had approached the Promoter herein to redevelop the said property and in a Special General Body Meeting held on 12th September 2015, it was resolved that the said Slum Society grant development rights in respect of the said Property unto the Promoter herein.
- E. Pursuant thereto the said slum dwellers of the said Slum Society have also given their irrevocable consent dated 06th October 2015, to the Promoter for developing the said Property and have executed necessary agreements with the Promoter herein.
- F. Pursuant to the above recited Special General Body Resolution, by a Development Agreement dated 06th October 2015, executed by and between the said Prasad Co-operative Housing Society (Proposed), through its authorized committee members / office bearers (therein referred to as "the Managing Committee") of the One Part and the Promoter herein (therein referred to as "the Developers") of the Other Part, the said Slum Society inter-alia granted development rights in respect of the said land for the consideration and on the terms and conditions more particularly set out therein.
- G. Thereafter, an Irrevocable Power of Attorney dated 6th October 2015 executed by the said Slum Society in favour of the Promoter herein and its nominee inter-alia permitting it to obtain various statutory permissions, carry on construction / development works on the said land, to sell the premises to be constructed from the FSI / benefit available (free sale component) and to receive the consideration amount from the sale thereof and to do various acts, deeds, matters and things in respect of the said land.

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South Ward of Municipal Corporation of Greater Mumbai		

- H. Pursuant to the application by the Promoter herein for redevelopment of the said property u/s 33(10) under the provisions of SRA Scheme, Ward Officer of R / South Ward of Municipal Corporation of Greater Mumbai on 12th January, 2016 have issued Annexure II bearing its reference no Zhoprupra/Uji/Karyasan/Te-De-6/Kavi-72/2016/21, annexing the Letter of Intent, slum dwellers of the Slum Society declaring the eligible and non-eligible slum dwellers of the said Slum Society. Subsequently revised Annexures IIs have been issued by the competent authority on 27th October, 2016 and 13th December, 2016 in respect of the said property.
- I. Subsequently, Annexure III was issued by the Finance Controller of Slum Rehabilitation Authority on 29th December, 2016 bearing no. SRA /AACT /ANNEXIII /CER/2588/2016/5035.
- J. The Slum Rehabilitation Authority has on 30th December 2016 issued the Letter of Intent bearing No. SRA / ENG / 2854 / RS / ML / LOI ("LOI") in respect of the said Property on the terms and conditions more particularly setout therein. A copy of the Letter of Intent dated 30th December 2016, is annexed as **ANNEXURE "B"** hereto.
- K. The concerned authority has issued the IOA dated 30th December 2016, bearing No. SRA / ENG / 3829 / RS / ML/ AP in respect of the Sale Building No. 2 to be constructed on the said Property. The Promoters have submitted plans for the Composite Building which have been approved by the concerned authorities on 26th February 2018, (i.e. for both Rehabilitation portion and the Sale portion Building) which was revised on 17th May, 2018, 29th August, 2019 & 13th March, 2020 and which may be further revised from time to time. A copy of the IOA dated 30th December, 2016 and Amended plans dated 26th February 2018, 17th May, 2018, 29th August, 2019 & 13th March, 2020 are annexed as **ANNEXURE "C", "D", "D1", "D2" & "D3"** hereto respectively.
- L. The concerned authority has issued the Commencement Certificate ("**C.C.**") dated 12th December, 2017, bearing No. SRA/ENG/3828/RS/ML/AP in respect of the Rehab Building and the same was further revised on 25th April, 2018, 29th August, 2019 & 13th March 2020 in respect of the Composite (i.e. Rehab & Sale Building) and the same shall be revised and re-endorsed from time to time. A copy of the C.C. dated 12th December, 2017, revised on 25th April, 2018, 29th August, 2019 & 13th March 2020 is annexed as **ANNEXURE "E"** hereto.
- M. The Promoter has obtained various NOCs from concerned authorities including Brihanmumbai Mahanagarपालिका Pest Control Officer R/s Ward Office, Kandivali (W), dated 02/02/2017 bearing no. PCO/852/RS/SR, NOC from MMRDA dated 2nd February, 2017 bearing no Metro-PIU/DCBM/NOC/283/86 which may be revised from time to time.
- N. Apart from what is otherwise stated hereinabove the concerned authorities have issued various other permissions and approvals in respect of the said land and building to be constructed on the said Property to the Promoters which the Purchasers have prior to the execution hereof seen and verified.
- O. The said land, as per the Sanctioned Revised Development Plan Remarks dated 29th November, 2016, bearing CHE/1457037654/DPWS/R, is in Special Industrial Zone (I3) and Commercial Zone (C1) and as per the Draft DP 2034 (as set out in letter dated 29th November, 2016 issued by the Chief Engineer, Development Plan, R/South Ward) the same is in Commercial Zone. Save and except a 36.60 m. wide DP road affecting the said land there are no further reservations on the said Property.
- P. The Extract of Property Register Card in respect of the said land issued under the provisions of the Maharashtra Land Revenue Code, 1966 is annexed hereto as **ANNEXURE "F"**.



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Q. In these circumstances, the Promoter herein is entitled to construct and develop and is developing the said Property by utilizing the full permissible Floor Space Index (FSI) in respect of the said Property and also FSI by way of Transfer of Development Rights (TDR) or otherwise and any other benefits available on the said Property and is further entitled to deal with the premises constructed thereon in the manner it deems fit and proper.

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R. Pursuant to the aforesaid the Promoter is constructing Composite Building consisting of both Rehab Building and Sale Building having a common plinth the Rehab building consisting of ground, sub and/or more upper floors and sale building consisting of ground, mezzanine floor plus 42 or more floors (The "Rehab" building is hereinafter referred to as "**Rehab Building No.1**") and the sale building is hereinafter referred to as "**the Sale Building No.2.**").



The Promoter further proposes and desires to construct a basement for services such as STP, Pump Room, etc. and commercial units / premises on the Ground and mezzanine floor subject to sanction and approval obtained from the concerned authority (including provision for STP, pump rooms, etc. in the basement). A separate entrance will be allocated to the residential building with an entrance lobby and meter room on the Mezzanine floor, and a society office and a Fitness center on the 1st floor; and 2nd floor onwards upto 42nd floor or more upper floors shall be constructed Only for residential purpose. However the Promoters has obtained permission upto 42nd floors in respect of Sale Building No 2. The promoter are desirous of also constructing a Ground + 15 floors or more upper floors for vehicle parking tower adjoining the Rehab Building No. 1 for parking of sale building residents, subject to approvals from the concerned authorities. The name of the said proposed Sale Building shall be "**RUPAREL PALACIO**" (hereinafter referred to "**RUPAREL PALACIO / the said Sale Building No.2**"). The said property on which the said Sale Building No.2 is being constructed is shown in RED colour boundary line on the plan annexed hereto as **ANNEXURE "A"**.

T. The promoter also proposes to construct a Swimming pool, Children's play area along with a Club House together with amenities on the 1st floor i.e. Podium floor is proposed exclusively for the premises Allottee/s of Sale Building No 2, i.e. of the building to be known as "Ruparel Palacio" Only, subject to permission and approval to be obtained from the concerned authorities, from time to time. It has been clarified that the occupants of the premises in the proposed Rehab Building No. 1 shall not be entitled to use any amenities and or facilities provided to the Allottee/s of the said Sale Building. No 2 i.e. the proposed building to be known as "Ruparel Palacio" (i.e. the building being the subject matter of this Agreement) in any manner whatsoever.

U. The Promoter hereby declares that the Floor Space Index of 3.00 is available as on date in respect of the said property for construction of necessary rehabilitation buildings as well as free sale buildings on the property and which inter alia permits total built up area of 6190.53 square meters or thereabouts out of which rehabilitation built up area would be 3047.32 square meters and sale built up area of 3143.21 square meters by consuming FSI of 3.00 in situ on the basis of the total area admeasuring 6190.53 square meters or thereabouts. However the Promoters are in process of availing additional FSI of 4.00 in situ and fungible FSI from the concerned authorities subject to sanctions and permissions to be obtained from time to time.

V. The Promoter shall be entitled to club and/or amalgamate the development of the said Property along with any of the Adjoining Lands in which event there will be joint development of both/ all such properties (hereinafter called "**the scheme land**"). There will be additional re-habilitation building/s to rehabilitate the slum dwellers/occupants/tenants of such other properties and there shall be further floors / wings / buildings for the sale component in respect of such other land /

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properties. The Promoter shall be entitled to make necessary changes in the plans as they may deem fit. The Purchasers are aware that the Promoters may add or exclude properties to and from the said property and hereby accept the same and give consent to the same. The Promoters shall however obtain consent of the Purchasers in the event of any change in the area, location and specification of the flat/unit as described hereinafter.



- W. The Promoter has, subject to the terms and conditions of the aforesaid Special General Body Resolutions, Development Agreements, Irrevocable Power of Attorney, Annexure I, Annexure II, Annexure III, the Letter of Intent, the IOA, C.C., NOC's (including all provisions thereof) issued by the concerned authorities and the Development Plan Remarks, D.P.R. Remarks and other permission and approvals of plans, etc. referred to herein and any amendments, modifications and/or changes therein, the sole and exclusive right to develop the said property and sell and/or otherwise deal with the aforesaid sale building and the premises / flats / units / parking space or any other premises to be constructed by the Promoter on the said property and to enter into agreement/s with the Allottee/s of the premises, flats, automotive / mechanical parking spaces, stack / puzzle parking, stilt parking's, etc. and to receive the sale proceeds in respect thereof.
- X. The Promoter has appointed an Architect registered with the Council of Architects and have also appointed a Structural Engineer for the preparation of structural designs and drawings of the said building and the Promoter accepts the professional supervision of the Architect and Structural Engineer till the completion of the said sale building.
- Y. In these circumstances, the Promoter is in process of constructing the rehab building and the aforesaid sale building on the said property and is selling and transferring the premises on ownership basis, premises, flats, units in the Sale Building and is allotting vehicle parking spaces in open / basement / stilt / vehicle parking space and other premises in the aforesaid Car Parking Towers.
- Z. At the instructions of the Promoter, Sandeep Kumar Singh, Advocate/s has investigated the title of the Promoter to develop the said Property, and he has issued Title Certificate dated 09th October, 2017 and has opined that the Promoter is absolutely entitled to development rights in respect of the said Property and also has a clear and marketable right free from all encumbrances in respect thereof. Copy of the said Title Certificate is annexed hereto as **ANNEXURE "G"**.
- AA. The plans, specifications, images and other details including change in the name of the said building to any other name and also to change the Constitution of the Firm, which we may deem fit and proper, and or also change the elevation, layout, specifications, etc. for raising additional floor/s, area, premises, etc. for constructing the new building/s and or wing/s and for changing / revising the RERA time lines, herein may undergo change in accordance with applicable laws, directions/orders of the statutory authorities. The process of approvals has been initiated and some of the approvals may be received over a period of time. Due to such additions and or alterations and or amendment and or modification and or changes in the plans of the said Building, whereby the said Premises, floors nos., area, etc. have been changed and modified for which you have agreed and have given your irrevocable consent for the same.
- BB. The aforesaid development is under a Slum Rehabilitation Scheme wherein the Free Sale FSI/TDR is generated as a cross-subsidy due to construction of Rehabilitation units of slum dwellers/occupants and by payment of requisite premium for the Fungible FSI/Area. The

aforesaid FSI/TDR/Fungible FSI and all benefits belong solely to the Promoter who may decide where, when and how to use/load/consume the same within the said Property/the said scheme land or any part thereof.

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The Promoter may be installing electric substation constructed by BEST or TATA Power or Reliance Energy or otherwise on the said property.



DD. The Promoter has received approvals from the concerned local authority, the plans, specification, elevations, sections and details of the said building "Ruparel Palacio". It has been clarified that the plans, specification, elevations, sections and details of the said building "Ruparel Palacio" may be altered, modified, changed, etc., as it may be required for obtained any approval, permissions, sanctions, etc., from the concerned authorities and that the Allottee/s have given its irrevocable Consent and approval for the same and the Purchasers hereby agrees and undertakes that they shall in no event challenge and or dispute for the same in any manner whatsoever.

EE. The Promoter has accordingly commenced construction of the said aforesaid sale building/s in accordance with the said sanctioned plans. The Promoter is offering premises / flats space on ownership basis in the aforesaid Sale Building No.2 being constructed on the said property.

FF. The present layout, design, elevation, plans etc. may be required to be amended from time to time by the Promoter and the Allottee/s has /have entered into the present Agreement knowing fully well that the scheme of development proposed to be carried out by the Promoter on the said property may take a very long time, therefore the Promoter may require to amend, from time to time, the plans, layout, design, elevation etc. and the Allottee/s has no objection to the Promoter making such amendments.

GG. The Promoter reserves to itself the right to make such alterations, additions and/or in the layout/building plans as may be deemed necessary by the Promoter, without affecting the Premises agreed to be sold hereunder to the Allottee/s and consequent thereto construct such additional premises as permissible under the Development Control Regulations and/or by MCGM and other concerned authorities from time to time;

HH. The Allottee/s demanded from the Promoter and the Promoter has given inspection to the Allottee/s of all the documents of title (including all the documents referred under this Agreement) relating to the said property including the true copy of the sanctioned plans, designs and specifications prepared by the Promoter's Architect and of such other documents as are specified under the Real Estate (Regulation & Development) Act 2016, (hereinafter referred to as "the said Act") and the rules made thereunder and the Allottee/s confirm having seen, perused, verified and understood the said documents, writing etc., fully and have thereafter agreed to enter into this Agreement with the full knowledge thereof realizing and accepting that this Agreement is subject to the terms and conditions contained in the above mentioned documents.

II. The Promoter has registered the Project known as "Ruparel Palacio" as per the provision under the Real Estate (Regulations & Development) Act 2016 ("RERA Act"), accordingly the Maharashtra Real Estate Regulatory Authority has issued Registration Certificate of Project on 23rd October, 2017 under no "P51800013681". A copy of Registration Certificate of Project dated 24th October 2017, is annexed as the ANNEXURE "H" hereto.

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JJ. This Agreement is entered into by the Allottee/s on a specific understanding that all the mandatory provisions under the RERA Act and Rules made thereunder shall be applicable and binding upon the parties hereto. The Allottee/s shall enter into deeds, documents and writings as and when required by the Promoter to comply with any of the remaining necessary formalities under the RERA Act. The Allottee/s being desirous of purchasing a residential premises in the said Sale Building, approached the Promoter and pursuant thereto, the Promoter has agreed to allot to the Allottee/s, a residential premise/s being **Unit / Flat No. 4202** on the **42nd Floor** admeasuring **935 sq. ft.** RERA carpet area or thereabouts (as defined by the Real Estate [Regulation & Development] Act, 2016; hereinafter referred to as "the RERA"), of the said sale building known as "RUPAREL PALACIO", to be constructed/under construction hereunder written (hereinafter referred to as "the said Unit / Flat No.") and on the said property which is more particularly described in the First Schedule hereunder written along with exclusive rights to the use of **1 (One)** open / Podium/ stilt / stack / automotive / mechanical vehicle parking space (hereinafter referred to as "the said Vehicle Parking Space") to be constructed/under construction in the said sale Building as per the sanctioned plans (hereinafter said Unit / Flat No. along with the said Vehicle Parking Space are collectively referred to as **the said Premises**") and more particularly described in the **THIRD SCHEDULE** hereunder at or for a Total lump sum consideration of **Rs. 2,24,27,334/- (Rupees Two Crore Twenty Four Lakhs Twenty Seven Thousand Three Hundred Thirty Four Only)** hereinafter referred to as the said "Total Consideration", subject to deduction of Tax Deductible at Source (TDS), as applicable, as per the provisions of Income Tax Act, 1961. The said Premises is shown by RED outline on the floor plan hereto annexed and marked as **ANNEXURE "I"**.

- KK. The aforesaid total consideration of **Rs. 2,24,27,334/- (Rupees Two Crore Twenty Four Lakhs Twenty Seven Thousand Three Hundred Thirty Four Only)** includes (a) proportionate price of the common/ limited common areas and facilities appurtenant to the said Premises, the nature, extent and description of the common/limited common areas and facilities are more particularly described herein **ANNEXURE "J"**.
- LL. The Promoter has represented that they have created a Charge/Mortgage in respect of the said project in favour of Vistra ITCL Limited. The Allottee/s hereby gives his/her express consent to the Promoter to mortgage the said Property or any part thereof and the buildings under construction.
- MM. This agreement is entered into by the Allottee/s on a specific understanding that the Allottee/s shall not insist upon the Deed of Lease, as the case may be, to be executed in favour of the proposed/said Society until the entire development of the entire project i.e. the Scheme land has been completed in all respects and Building Occupation/Completion Certificate is received.
- NN. Relying upon the application, declarations etc. of the Allottee/s and terms agreed herein, the Promoter has agreed to sell to the Allottee/s the said flat at the price and on terms and conditions hereinafter appearing.
- OO. Prior to the execution of these presents, the Allottee/s has/have paid to the Promoter a sum of **Rs. 57,00,000/- (Rupees Fifty Seven Lakhs Only)** as earnest money being part payment of the sale price of the said premises agreed to be sold by the Promoter to the Allottee/s as earnest money (the payment and receipt whereof the Promoter do hereby admit and acknowledge) and the Allottee/s has/have agreed to pay to the Promoter the balance of the sale price in the manner hereinafter appearing.

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PP. Under provisions of RERA, the Promoter is required to execute a written Agreement for Sale in respect of the said Premises agreed to be sold to the Allottee/s and the Parties are therefore, executing these presents. The Allottee/s shall lodge this Agreement for registration before the concerned Sub-Registrar for Registration and upon intimation of the same to the Promoter; the Promoter shall attend the office of Sub-Registrar and admit execution thereof so as to get it registered under the provisions of Indian Registration Act, 1908.

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



It is agreed between the parties hereto that all the recitals of this Agreement shall form part and parcel of the operative part of this Agreement and shall be read accordingly.

2. The Promoter is constructing the Property more particularly described in the SCHEDULE hereunder written and shown and delineated in RED colour boundary line on the plan annexed hereto as Annexure "A") a proposed Sale Building No. 02 consisting of Ground Floor and mezanine floor being for commercial purpose in the Sale Building No 2, subject to sanction and approval obtained from the concerned authority (including provision for STP, pump rooms, etc. in the basement) and a society office and a Fitness Center on the 1st floor along with podium for amenities; and 2nd floor onwards upto around 42nd floor or more upper floors for residential purpose subject to sanction and approval obtained from the concerned authority. The Promoter are desirous of also constructing vehicle parking tower/s (adjoining the Rehab Building No. 1) for parking of sale building residents Only comprising of Ground + 15 floors or more upper floors, subject to approvals to be obtained from the concerned authorities. The name of the said proposed sale building shall be "RUPAREL PALACIO". The Promoter is constructing the said Building "Ruparel Palacio", in accordance with the plans, specifications and designs approved/that may be approved by Slum Rehabilitation Authority (SRA) or other appropriate local authority, which have been seen and approved by the Allottee/s, with such variations and modifications as the Promoter may consider necessary or as may be required by the concerned authorities or government from time to time or become necessary due to architectural and structural reasons or otherwise. This shall operate as an irrevocable consent in writing of the Allottee/s to the Promoter carrying out such changes in the building plans. PROVIDED THAT if such variations and modifications relates to addition and alteration in the said flat common area then the Promoter shall before carrying out such addition or alteration in the plan or specification of the building or common area obtain prior consent as required under the Act of the Allottee/s/s who have agreed to take Said Unit / Flat No. in such building. PROVIDED FURTHER that the Promoter is entitled to implement the Scheme to the fullest extent by carrying out such additional development and/or alterations and/or additions and/or modifications in the said building and/or other building/s to be constructed on the said Property. This shall operate as an irrevocable consent in writing of the Allottee/s to the Promoter carrying out such changes in the building plans. If the building/Wing, in which the Allottee/s/s have agreed to acquire the premises, are completed earlier than other Buildings / Wing on the said Property, the Allottee/s confirms that the Promoter then will be entitled to utilize any F.S.I. whether T.D.R. or any other benefits or otherwise, which may be available on the said property or any part thereof or any adjoining property or properties as the case may be written.

3. The Promoter shall in their sole discretion be entitled to change the area and/or location of any Car Parking Towers, other buildings, recreation area, garden or sewerage treatment plant or other specifically earmarked areas as they may desire and make any amendments, modifications and/or changes therein.

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4. As aforesaid the said property/building/receivables are mortgaged to said **Visra ITCL Ltd.** has granted its NOC to the promoter for Sale of the said Premises. The Allottee/s hereby gives his/her express consent to the Promoter to mortgage the said Property or any part thereof and the buildings under construction

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5. The Promoter is as aforesaid constructing a building to be known as "**RUPAREL PALACIO**" shall construct the said building/s on the said property in accordance with the plans, designs, specifications etc. approved by the concerned local authority and which have been seen and approved by the Allottee/s with Only such variations and modifications as the Promoter may consider necessary or as may be required by the SRA and or the concerned authority for the concerned local authority or the Government to be made in them or any of them. The Allottee/s hereby expressly consent to the Promoter re-designing any building or buildings of the recreation area or internal road, passages, car parking towers, other buildings and such other area or areas which the Promoter may desire to realign and redesign. If the building/Wing, in which the Allottee/s have agreed to acquire the premises, are completed earlier than other Buildings / Wing on the said Property, the Allottee/s confirms that the Promoter then will be entitled to utilize any F.S.I. whether T.D.R. or any other benefits or otherwise, which may be available on the said property or any part thereof or any adjoining property or properties as the case may be, written. Notwithstanding anything else contained herein, till the construction of the building "Ruparel Palacio" being constructed on the said property and other buildings to be constructed on the said property are completed and the F.S.I. and/or T.D.R. and/or any other benefits available in present or in future on the said property are fully utilized by the Promoter and all the obligations, required to be carried out by the Allottee/s herein and the other Allottee/s of premises from the said Promoter, are fulfilled, the Promoter shall not be bound and shall not be called upon or required to form any Co-operative Society, Limited Company or condominium of Premises Owners, as the case may be. The Allottee/s agree and irrevocably consent not to raise any demand or dispute or objection in that behalf.



6. The Allottee/s herein has/have prior to the execution of this agreement independently seen and perused the title certificate annexed to this agreement and all documents of title and relevant revenue and other records and also otherwise independently investigated satisfied himself/herself/themselves/itself about the Promoter's rights to develop the said property and have accepted the same as it stands and he/she/they/it shall not hereafter be entitled to further investigate the title of the Promoter and no requisitions or objection shall be raised on any matter relating to the title by the Allottee/s herein after execution of this agreement.

7. The plans, specifications, images and other details including change in the name of the said building to any other name and also to change the Constitution of the Firm, which we may deem fit and proper, and or also change the elevation, layout, specifications, etc. for raising additional floor/s, area, premises, etc. for constructing the new building/s and or wing/s and for changing / revising the RERA time lines, herein may undergo change in accordance with applicable laws, directions/orders of the statutory authorities. The process of approvals has been initiated and some of the approvals may be received over a period of time. Due to such additions and or alterations and or amendment and or modification and or changes in the plans of the said Building, whereby the said Premises, floors nos., area, etc. have been changed and modified for which you have agreed and have given your irrevocable consent for the same.

8. The Allottee/s hereby agrees/agree to purchase from the Promoter and the Promoter hereby agrees to sell a residential premise/s being **Unit / Flat No. 4202** on the **42nd Floor**, admeasuring

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935 sq. ft. RERA carpet area or thereabouts (as defined by the Real Estate [Regulation & Development] Act, 2016; hereinafter referred to as "the RERA"), of the said sale building known as "RUPAREL PALACIO", to be constructed on the said property along with exclusive rights to the use of ~~1~~ (One) open / Podium/ stilt / stack / automotive / mechanical vehicle parking space (hereinafter referred to as "the said Vehicle Parking Space") to be constructed/under construction in the said sale Building on the said property as per the sanctioned plans for a Total lump sum consideration of Rs. 2,24,27,334/- (Rupees Two Crore Twenty Four Lakhs Twenty Seven Thousand Three Hundred Thirty Four Only) hereinafter referred to as the said "Total Consideration", subject to deduction of Tax Deductible at Source (TDS), as applicable, as per the provisions of Income Tax Act, 1961. The said Unit / Flat No. is shown by RED outline on the floor plan hereto annexed and marked as ANNEXURE "I". (The Total consideration includes the proportionate price of the common areas and facilities appurtenant to the said premises).

9. The Allottee/s has paid to the Promoter on or before the execution of this agreement a sum of Rs. 57,00,000/- (Rupees Fifty Seven Lakhs Only) as and by the way of earnest money and hereby agrees to pay to the Promoter the balance amount of Rs. 1,67,27,334/- (Rupees One Crore Sixty Seven Lakhs Twenty Seven Thousand Three Hundred Thirty Four Only) from the said Total Consideration of Rs. 2,24,27,334/- (Rupees Two Crore Twenty Four Lakhs Twenty Seven Thousand Three Hundred Thirty Four Only). The Total Consideration is given in the following manner :

- (a) a sum of Rs. 22,42,734/- (Rupees Twenty Two Lakhs Forty Two Thousand Seven Hundred Thirty Four Only), being earnest money paid on or before booking of the premises (the payment and receipt whereof the Promoters doth hereby admit and acknowledge and of and from the same and every part thereof doth hereby acquit, release and discharge the Allottee/s forever)
- (b) a sum of Rs. 1,34,56,401/- (Rupees One Crore Thirty Four Lakhs Fifty Six Thousand Four Hundred One Only), paid on or before Execution of Agreement of the said premises (the payment and receipt whereof the Promoters doth hereby admit and acknowledge and of and from the same and every part thereof doth hereby acquit, release and discharge the Allottee/s forever);
- (c) a sum of Rs. 2,24,274/- (Rupees Two Lakhs Twenty Four Thousand Two Hundred Seventy Four Only), to be paid on completion of Brickwork of your Apartment in which the said premises is situated;
- (d) a sum of Rs. 2,24,274/- (Rupees Two Lakhs Twenty Four Thousand Two Hundred Seventy Four Only), to be paid on completion of Internal Plastering of your Apartment in which the said premises is situated;
- (e) a sum of Rs. 2,24,274/- (Rupees Two Lakhs Twenty Four Thousand Two Hundred Seventy Four Only), to be paid on completion of Flooring of your Apartment in which the said premises is situated;
- (f) a sum of Rs. 2,24,274/- (Rupees Two Lakhs Twenty Four Thousand Two Hundred Seventy Four Only), to be paid on completion of Doors of your Apartment in which the said premises is situated;

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- (g) a sum of Rs. 2,24,274/- (Rupees Two Lakhs Twenty Four Thousand Two Hundred Seventy Four Only), to be paid on completion of Window Fittings of your Apartment in which the said premises is situated;
- (h) a sum of Rs. 2,80,341/- (Rupees Two Lakhs Eighty Thousand Three Hundred Forty One Only), to be paid on completion of Sanitary Fittings of your Apartment in which the said premises is situated;
- (i) a sum of Rs. 2,80,341/- (Rupees Two Lakhs Eighty Thousand Three Hundred Forty One Only), to be paid on completion of Construction of Staircase of your Apartment Floor in which the said premises is situated;
- (j) a sum of Rs. 2,80,341/- (Rupees Two Lakhs Eighty Thousand Three Hundred Forty One Only), to be paid on completion of Lift Wells of your Apartment Floor in which the said premises is situated;
- (k) a sum of Rs. 2,80,341/- (Rupees Two Lakhs Eighty Thousand Three Hundred Forty One Only), to be paid on completion of Construction of Lobbies of your Apartment Floor in which the said premises is situated;
- (l) a sum of Rs. 2,80,341/- (Rupees Two Lakhs Eighty Thousand Three Hundred Forty One Only), to be paid on completion of External Plumbing of your Apartment in which the said premises is situated;
- (m) a sum of Rs. 2,80,341/- (Rupees Two Lakhs Eighty Thousand Three Hundred Forty One Only), to be paid on completion of External Plastering of your Apartment in which the said premises is situated;
- (n) a sum of Rs. 2,80,341/- (Rupees Two Lakhs Eighty Thousand Three Hundred Forty One Only), to be paid on completion of Elevation of your Apartment Floor in which the said premises is situated;
- (o) a sum of Rs. 2,80,341/- (Rupees Two Lakhs Eighty Thousand Three Hundred Forty One Only), to be paid on completion of Terrace with Water Proofing in which the said premises is situated;
- (p) a sum of Rs. 5,60,684/- (Rupees Five Lakhs Sixty Thousand Six Hundred Eighty Four Only), to be paid on completion of Installation of Lifts in which the said premises is situated;
- (q) a sum of Rs. 5,60,684/- (Rupees Five Lakhs Sixty Thousand Six Hundred Eighty Four Only), to be paid on completion of Installation of Water Pumps in which the said premises is situated;
- (r) a sum of Rs. 5,60,684/- (Rupees Five Lakhs Sixty Thousand Six Hundred Eighty Four Only), to be paid on completion of Electrical Fittings of your Apartment in which the said premises is situated;
- (s) a sum of Rs. 5,60,684/- (Rupees Five Lakhs Sixty Thousand Six Hundred Eighty Four Only), to be paid on completion of Electro, Mechanical & Environmental Requirements in which the said premises is situated

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(t) a sum of Rs. 11,21,365/- (Rupees Eleven Lakhs Twenty One Thousand Three Hundred Sixty Five Only) being the balance amount payable against possession of the

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said premises being offered by the Promoter to the Allottee/s, pending execution of the Lease in favour of any Co-operative Housing Society or Limited company or Condominium of Premises, as the case may be. The Allottee/s shall without fail and without any delay or default or demur pay the aforesaid installments on its respective due dates, as time in respect of each of the said payments is OF THE ESSENCE OF THE



CONTRACT. The Promoter will forward by courier/email/post to the Allottee/s, intimation of the Promoter having carried out/commenced the aforesaid work, at the address given to the Allottee/s under this Agreement and the Allottee/s will be bound to pay the amount of installments within 7 (seven) working days of Promoter dispatching such intimation. The Promoter shall keep the certificate of their Architect/s certifying that the Promoter have carried out/commenced the aforesaid work and such certificate will be open for inspection by the Allottee/s at the office of the Promoter. The Said certificate shall be valid and binding upon the Allottee/s and the Allottee/s agree not to dispute the same.

10. The Allottee/s is aware that the Promoters has presently obtained necessary permission up to 42nd floors and seeking for more as may be available under the DCR 2034 or otherwise from the concerned authorities from time to time. The Allottee/s hereby further agrees and undertake that in event of the approval of lesser floors being obtained from the concerned authorities for any reasons the promoter shall be entitled to revised and / or amend and or modify the plans and the Allottee hereby further agrees and undertake that in such event the Promoters shall be entitled to revise the aforesaid slab wise payments without obtaining any further consent and or approval from the Allottee herein and the Allottee hereby give his No Objection and irrevocable Consent for the same. The Allottee herein further agrees and undertakes he shall be bound and liable to make payments as per the revised schedule to the Promoters herein.
11. It is expressly agreed by the Allottee/s herein that the time for the payment of each of the aforesaid instalments of the consideration and other amounts shall be the essence of the contract. All the above respective payments shall be made within seven working days of him/her/them/it to make payment of the same. The Promoter will send such notice under certificate of posting at the address mentioned hereinafter to the Allottee/s and such posting will be sufficient discharge of the Promoter. The Allottee/s shall make all payments of the consideration amount due and payable to the Promoter through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of "M/s. Shree Siddhivinayak Infrastructure & Realty", Kotak Mahindra Bank, Thane Branch, bearing Account No. "3911876290" and/or any other bank account as may be intimated by the Promoter to them.
12. The RERA carpet area of the said Unit / Flat No. is 935 sq. ft. The RERA "carpet area" includes the net usable floor area of the flat, excluding the area covered by the external walls, areas under service shafts/service area, exclusive of enclosed balcony / balcony, deck or verandah area and exclusive of open terrace area, but includes the area covered by the internal portion walls ("walls" would mean walls made of Reinforced Cement Concrete (RCC) or plain concrete or Shear wall(s) or wall made from bricks or blocks or precast materials or drywalls or precast walls or columns or walls made of any material or composition of one or more of any of the materials and shall include column(s) within or adjoining or attached to the wall) of the said Premises. The Allottee/s has been specifically informed that apart from the said Carpet Area, the said premises enjoys certain further areas provided with certain common areas such as vehicle parking floors, passages, lift well, staircase, entrance lobby, etc., as part of the building for the use of flat Allottee/s."

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13. The Allottee/s/s is/are aware that in addition to the aforesaid amounts as per present statute GST is leviable on the total consideration payable hereunder and consequently, the amount of each installment payable by the Allottee/s/s to the Promoter, including any of the aforesaid installments or any part of the total consideration as mentioned in clause no. 8 & 9 hereinabove, the Allottee/s/s will be required to pay the applicable GST to the Promoter in respect of this transaction. The Allottee/s/s hereby undertake(s) to pay the amount of the applicable GST along with each installment from the effective date with retrospective effect on which the relevant enactment/notification shall/has come into effect and further shall not dispute or object to payment of such statutory dues. Failure to pay to the Promoter the GST including any part of the aforesaid total consideration as mentioned in clause No. 8 & 9 hereinabove, applicable shall be deemed to be a default in payment of amount due to the Promoter and will result in termination of this Agreement and forfeiture by the Promoter of the amounts as set out here (i.e. amount of total consideration herein mentioned) if such payment is not accompanied with the applicable GST. Provided further that, if on account of change/amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government, GST or any other taxes become payable hereafter on the amounts payable by the Allottee/s/s to the Promoter in respect of this transaction and/or aforesaid taxes levied are increased on account of revision by Authorities, the Allottee/s/s shall be solely and exclusively liable to bear and pay the same. If the same are not paid as aforesaid, the Allottee/s/s shall be liable to pay the same with interest at the rate which is the highest marginal cost of lending rate of State Bank of India plus 2% p.a. thereon before taking possession of the said premises. The Allottee/s/s shall forthwith on demand pay to the Promoter the amounts payable by the Allottee/s in order to enable the Promoter to pay the same to the concerned authorities and any other or further amounts payable by the Allottee/s and the Allottee/s shall pay the same without any protest and there shall be a charge on the said premises for such unpaid amounts (without prejudice to any other rights that may be available to the Promoter). The Allottee/s hereby indemnifies and agrees to keep the Promoter indemnified for all times against any loss or damage or penalty or prosecution that may be occasioned to the Promoter on account of the Allottee/s failing to pay to the Promoter on demand the amount payable by the Allottee/s towards the said taxes as provided hereinabove.
14. 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 taxes, property taxes, charges or levies which may be increased, levied or imposed by the competent authority, Local Bodies/Government from time to time or otherwise as stated herein. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, taxes, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s.
15. Notwithstanding anything else contained herein the Promoter has expressly informed to the Allottee/s that the carpet area are subject to a variation cap of +/- 5 per cent on account of structural and / or design and / or construction variances. In case of any dispute regarding the measurement of carpet area the same shall be physically measured after removing all finishes and the cost of removal of finishes shall be borne by the party that raises dispute in relation to the Carpet Area and Exclusive Area. The total price payable for the carpet area and Exclusive Area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area beyond 5% cap then Promoter shall in the discretion of the Promoter either adjust the excess money in the subsequent installment or refund the excess money paid by the Allottee/s within forty-five (45) days. In case of payment beyond forty-five (45) days, the Promoter shall pay

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interest at the rate of State Bank of India's highest Marginal Cost of Lending rate + 2% per annum. If there is any increase in the carpet area allotted to the Allottee/s, the Promoter shall demand additional amount from the Allottee/s to be paid to the Promoter within forty-five (45) days from the date of confirmation/deemed confirmation of such increase in floor area of the said Unit/ Flat No. by both parties. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.

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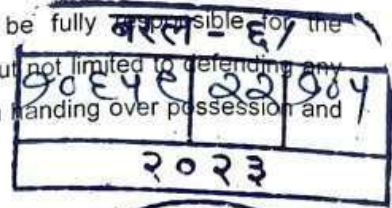
The promoter has expressly made clear to the Allottee/s that the Promoter has obtained necessary approvals. However, some of the other approvals including amendments of the current approval shall be proposed from time to time and that the Allottee/s has granted an irrevocable consent to the above and entered into this agreement. While carrying out such amendment, the Promoter shall ensure that such amendments shall not affect location of the said flat/unit and its area beyond the +/- variance of 5% in the carpet area and exclusive area. In case there is a change of floor area or change in area beyond the +/- 5% in the carpet area and exclusive area Only then the Promoter shall require a written consent from the Allottee/s for making such amendments in the sanctioned plans from the local authorities. Such consent shall be deemed to have been given by the Allottee/s if not refused in writing by him/her within 15 days from intimation from the Promoter.

17. It is expressly agreed that the time for the payment of each of the aforesaid installments of the consideration and other amounts shall be the Essence of The Contract. The said Consideration is derived on the basis that (a) the Promoter shall be entitled to utilise the entire unconsumed and residual Floor Space Index (F.S.I.), if any, in respect of the said Property / the Scheme Land, and the entire increased, additional, future and extra F.S.I. (whether by way of purchase of FSI from the layout and/or purchase of FSI from the authorities by payment of premium or price and/or the change of law and policy and/or the purchase of Transferable Development Rights and/or floating FSI or FSI/benefit against land acquired for road widening, set back or otherwise) before the formation of the Society/Ultimate Body of Allottee/s and even post formation of the Society/Ultimate Body of Allottee/s for a period of 5 years after the execution of the Deed of Lease, as the case may be and/or 5 years after the statutory vesting of the said Sale Building in favour of the Society or federation of societies or apex society and (b) the Allottee/s has hereby accorded his irrevocable consent to the Promoter whereby the Promoter shall be entitled to make any variations, alterations, amendments or deletions to or in the scheme of development of the Property / Land, relocate/realign service and utility connections and lines, open spaces, parking spaces, recreation areas and all or any other areas, amenities and facilities as the Promoter may deem fit in its sole discretion and/or to the Sanctioned Plans (from time to time) before the formation of the Society and even post formation of the Society/Ultimate Body and even after the execution of the Deed of Lease, as the case may be and/or after the statutory vesting of the said sale Building in favour of the Society/Ultimate Body. All the above respective payments shall be made to the Promoter within seven working days of the due date notwithstanding the Allottee/s not having received any intimation in writing to make payment of the same. The Allottee/s shall make all payments of the consideration amount due and payable to the Promoter through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of the Promoter.
18. It is agreed by the Allottee/s that any delay or default in the payment of any amounts under this agreement by the Allottee/s is likely to result in a delay in handing over the possession of the said premises to the Allottee/s herein as also other Allottee/s. Delay in handing over of possession will expose the Developer to harsh consequences. The Allottee/s therefore agrees that notwithstanding what is stated in the event of such delay and/or default, in payment of money

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dues, the Allottee/s shall, apart from what is stated above, be fully responsible for the consequences thereof, whether monetary or otherwise including but not limited to defending any proceedings that may be initiated against the Promoter for delay in handing over possession and for non-payment of any dues payable under this Agreement.



19. Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the premises to the Allottee/s and the common areas to the association of the Allottee/s after receiving the Part/full Occupation Certificate or the Completion Certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided herein above ("Payment Plan").



20. The Allottee/s is aware in accordance with section 194 IA of the Income Tax Act, 1961, TDS has to be deducted @ of 1% of the consideration or such other rate as may be prescribed by Income Tax Authorities from time to time including the amount of taxes, if any, while making any payment to/crediting the account of the Promoter under this Agreement. The amount so deducted by the Allottee/s is required to be paid to the Income Tax Authorities on or before the 7th of the next English Calendar month. As required under the Income Tax Act, 1961 the amount of TDS deducted shall be paid by the Allottee/s electronically Only by using Form No. 26QB. The TDS shall be acknowledged/credited by the Promoter, Only upon the Allottee/s submitting the original TDS Certificate within 30 days from the end of the month in which such payment was made or credit was given and the amount of TDS as mentioned in the certificate matches with the data available with the Income Tax Department concerning the tax deducted at source on behalf of the Promoter in the prescribed Form No. 26 AS of the Promoter. The Allottee/s further agrees and undertakes that if the Allottee/s fails and/or neglects to deduct the tax at source or fails to pay the same after deduction to the Income Tax Authorities, the Allottee/s alone shall be deemed to be an Assesse in default in respect of such tax and the Promoter shall not be liable for any statutory obligations/liability for non-payment of such TDS. In the event that the Allottee/s fails to deduct such amount and/or to pay such amount to the Government Treasury then the Allottee/s shall be liable to suffer or incur all the consequences including to reimburse the damages or loss which may be suffered or incurred by the Promoter by reason of non-deposit of such amount in the Government Treasury and/or upon the failure to furnish the Challan/TDS Certificate evidencing such payment to the Promoter.

21. The Allottee/s agrees to pay to the Promoter interest at the rate which is the highest marginal cost of lending rate of State Bank of India plus 2% per annum on all the amounts, which become due and payable by the Allottee/s to the Promoter under these presents, including towards maintenance charges from the date the said amount becomes due, until actual payment. It is clarified and the Allottee/s accords his irrevocable consent to the Promoter to appropriate any payment made by him, notwithstanding any communication to the contrary, in the following manner:

- (i) Firstly, towards any cheque bounce charges in case of Dishonour of cheque.
- (ii) Secondly, towards interest, if any, payable by the Allottee/s for delayed payments;
- (iii) Thirdly, towards costs and expenses for enforcement of this Agreement and recovery of the Total Consideration, dues and taxes payable in respect of the said Flat/unit.
- (iv) Fourthly, towards outstanding dues including Total Consideration in respect of the said Flat/unit or under the Agreement.

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The Notwithstanding what is otherwise stated herein Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object /demand /direct the Promoter to adjust his/her payments in any

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Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the said premises to the Allottee/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said premises.



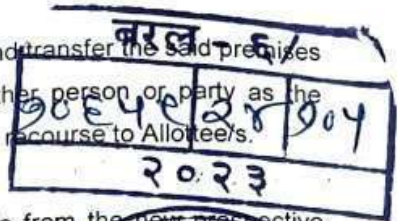
23. The Promoter hereby declares that the Floor Space Index available as on date in respect of the property is 6190.53 sq.mts. and Promoter has planned to utilize Floor Space Index of 3.00 sq.mts. which is the permissible BUA including fungible area on site as per the above referred LOI in the said Building and over and above this the Promoter will and can avail FSI/TDR on payment premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulation, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 3.00 as presently proposed to be utilized by him on the said property in the said project and Allottee/s has agreed to purchase the said premises based on the proposed construction and sale of flat/units to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter Only.

24. Without prejudice to the Promoter's rights under this agreement and/or in law, including for damages the Promoter, as the case may be, shall be entitled to claim and the Allottee/s shall be liable to pay to the Promoter, as the case may be, interest at the rate which is the highest marginal cost of lending rate of State Bank of India plus 2% per annum on all such amounts /payments which may become due and payable by the Allottee/s under the terms of this agreement and remain unpaid for seven working days or more after becoming due.
25. Any delay and / or default in payment of the amounts as and when due and payable to the Promoter shall amount to breach of this agreement. Further, a "breaches remedying charges" of Rs.3,00,000/- shall be levied over and above the delayed payment interest and total consideration under this agreement. Such charges shall be imposed Only if there are any three payment delays that are due as per payment schedule hereinabove and a termination notice has been issued to the Allottee/s.
26. Without prejudice to the right of promoter to charge interest in terms of sub clause mentioned above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing any 3 (three) defaults of payment of instalments and/or on the Allottee/s committing breach of any of the terms and conditions herein contained, the Promoter/s shall at his/their/its own option, may terminate this Agreement in which event the consequences hereinafter set out shall follow:
- (a) The Allottee/s shall cease to have any right or interest in the said premises or any part thereof;

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(b) The Promoter, as the case may be, shall be entitled to sell and transfer the said premises at such price and on the terms and conditions to such other person or party as the Promoter may, in its absolute discretion deem fit, without any recourse to Allottee/s.



(c) On the realization of the entire sale consideration on resale from the new prospective Allottee/s towards the said premises, the Promoter shall refund to the Allottee/s the amount paid till then by the Allottee/s to the Promoter without any interest in pursuance of this Agreement after deducting therefrom:



(i) 20% of the purchase price of the said Flat/unit which is to stand forfeited by the Promoter towards liquidated damages which amount is agreed by the parties to be a fair estimate of the loss the Promoter will suffer in the event of default on the part of the Allottee/s /Allottee/s to pay any of the amounts payable by him/her/it/them to the Promoter hereunder.

(ii) the taxes, service charges and outgoings, etc. if any, due and payable by the Allottee/s in respect of the said premises upto the date of termination of this Agreement;

(iii) The amount of interest and breach remedying charges payable by the Allottee/s to the Promoter in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;

(d) The Promoter shall, in the event of any shortfall, be entitled to recover the said amounts from the Allottee/s. The Promoter shall not be liable to pay to the Allottee/s any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Allottee/s any Government Charges such as GST, Stamp Duty, Registration Fees etc. as the case may be. The amount shall be accepted by the Allottee/s in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said Flat. The Allottee/s agree that receipt of the said refund by cheque from the Promoter by the Allottee/s by registered post acknowledgement due at the address given by the Allottee/s in these presents whether the Allottee/s accept/s or encash/s the cheque or not, will amount to the said refund.

PROVIDED always that the power of termination herein before contained shall not be exercised by the Promoter unless and until the Promoter shall have given to the Allottee/s 15 (fifteen) days prior notice in writing of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it has intended to terminate the Agreement and default shall have been made by the Allottee/s in remedying such breach or breaches including that of delayed payments and its interest and/or payment of breach remedying charges within fifteen days after receiving of such notice, failing which the Promoter shall be entitled to terminate this Agreement. The Promoter will send such notice by Registered Post AD at the address provided by the Allottee/s and or mail at the email address provided by the Allottee/s at the address mentioned hereinafter to the Allottee/s and such posting will be sufficient discharge to the Promoter.

27. The Promoter agrees to construct the said Building as per specifications approved by the SRA/MCGM and provide common area/limited common area as per the specification set out in the ANNEXURE "J" to this Agreement. The Promoter hereby also agrees to provide internal

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amenities in the said Premises as per the specification set out in the ANNEXURE "K" to this Agreement.

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Commencing a week after notice in writing is given by the Promoter to Allottee/s that the said flat/unit is ready for use and occupation irrespective of whether the possession of the said flat/unit is taken or not in accordance with this agreement, the Allottee/s as and when called upon by the Promoter and/or society and/or anybody of individuals, shall be liable to bear and pay an amount being a lump sum amount towards the proportionate share (i.e. in proportion to the floor area of the flat) of outgoings in respect of the said property and building/s including local taxes, betterment charges, development charges etc. (by whatever name it is/may be called) lease rent or ground rent payable to MCGM/SRA or such other, taxes, charges or levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs, and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property / building/s. The Allottee/s alone shall be responsible and liable for payment of GST on such amounts. Until the said society or limited company is formed and the said property and building/s are transferred to it, the Promoter shall use the amounts for the outgoings as may be determined from time to time. The Allottee/s further agree/s and undertake/s to pay to the Promoter / Co-op. Society/Company any additional amount demanded over and above the aforesaid amount towards the outgoings, as and when required without any demur and protest. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter till the necessary transfer deed / lease deed is executed in respect of the land underneath the concerned building in favour of the society or a limited company, subject to provisions of the said Act and the rules made thereunder. On such document being executed, the aforesaid deposit (less deductions provided for under this agreement) shall be paid over by the Promoter to the society or limited company, as the case may be, subject to deductions to be made, if any.

29. The Allottee/s is aware that the said Building and the common areas and amenities in the said Sale Building shall be maintained and managed by the Promoter/s a Facility Management Company (FMC) appointed by the Promoter/s. The Allottee/s along with the other Allottee/s of the said flat/unit shall be entitled to avail of the services provided or arranged by or through the Promoter/ FMC at a cost or charges that may be fixed by the Promoter/FMC. All common costs, charges and expenses that may be claimed by the Promoter/FMC shall be to the account of and borne by the Allottee/s of the Said flat/unit in the said Sale Building. These common costs shall be shared by all such Allottee/s on pro-rata basis determined by the Promoter and/or FMC, which determination shall be binding on the Allottee/s.

30. **COMMON AREAS AND AMENITIES. RESTRICTED AREAS AND AMENITIES :**

- a. The Promoter shall make available the Common Areas and Amenities as set out in ANNEXURE "J" hereto.
- b. Restricted Areas and Amenities

31. The Promoter does not warrant or guarantee for use, performance or otherwise the services provided by the operator of the Fitness Center. The Parties hereto agree that the Promoter shall not be responsible and/or liable in connection with any deficiency or the performance / non-performance of the services or otherwise provided to the Allottee/s.

32. The Allottee/s shall after payment of the entire purchase consideration to the Promoter and all applicable taxes and outgoings to Promoter under this Agreement on execution of this Agreement and prior to taking possession of the said flat/unit, deposit with the Promoter sums of money as

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mentioned in Clause 32 herein below in addition to any other amounts mentioned in this agreement.

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- (32)(a) The Allottee/s shall within 7 days of receipt of the said notice that the Allottee/s should take possession of the said premises or on taking possession of the said Premises which were registered pay to the Builder/Estate Manager following, as may be directed in the said notice
- (i) an ad-hoc amount of Rs. At Actuals/- (Rupees At Actuals Only) to facilitate either the Promoter or the Estate Manager to pay on behalf of the Allottee/s the proportionate actual municipal property taxes payable by the Allottee/s to the concerned authority in relation to the said Premises and Building; the Promoter /Estate Manager shall adjust and appropriate the said ad-hoc amount in payment of the municipal property taxes at actuals payable by the Allottee/s on proportionate basis in relation to the said Premises and Building.
 - (ii) a lump sum amount of Rs. At Actuals/- (Rupees At Actuals Only) which shall be utilized towards the outgoings from the lift maintenance contract of the lifts in building D, Cable TV charges, intercom maintenance contract, common lights, electricity charges, water charges, charges for watchmen, house-keeping in connection with building;
 - (iii) an ad-hoc amount of Rs.5,00,000/- (Rupees Five Lakhs Only) which shall be utilised towards the other outgoings in connection with the Club charges, taxes common infra, commercial services, facilities, amenities including the garden, which are common for Building and other buildings and the said property.
 - (iv) an ad-hoc amount of Rs.5,00,000/- (Rupees Five Lakhs Only) which shall be utilised towards the other outgoings in connection with the development charges, taxes common infra, commercial services, facilities, amenities including the garden, which are common for Building and other buildings and the said property.
 - (v) a lump sum amount of Rs. At Actuals/- (Rupees At Actuals Only) which shall be utilised towards the proportionate monthly contributions payable towards the other outgoings in connection with the said Premises.
 - (vi) an aggregate lump sum amount of Rs.25,000/- (Rupees Twenty Five Thousand Only) for meeting all legal cost, charges and expenses including professional cost of attorneys at law, advocates and solicitors of the Promoter in connection with the cost of preparing and engrossing this Agreement.
 - (vii) an aggregate lump sum amount of Rs. 500/- (Rupees Five Hundred Only) for share money of 10 (ten) shares of Rs.50/- (Rupees Fifty Only) each and Rs.100/- (Rupees One Hundred Only) towards entrance fee of the proposed co-operative housing society or limited company.
 - (viii) an aggregate lump sum amount of Rs.25,000/- (Rupees Twenty Five Thousand Only) towards the deposit to meet the legal expenses and other out of pocket expenses/expenditure for formation and registration of the society or ultimate body of Allottee/s.
 - (ix) an ad-hoc amount of Rs. At Actuals/- (Rupees At Actuals Only) to facilitate either the Promoter or the Estate Manager to pay on behalf of the Allottee/s the proportionate actual non-agricultural assessment charges, taxes, rate etc. payable by the Allottee/s to the concerned authority in relation to the said Premises and Building; the Promoter /Estate Manager shall adjust and appropriate the said ad-hoc amount in payment of non-agricultural assessment charges, taxes, rate, etc., at actuals payable by the Allottee/s on proportionate basis in relation to the said Premises and Building.
 - (x) an aggregate lumpsum amount of Rs.1,00,000/- (Rupees One Lakh Only) towards deposit for water meter and electric meter and costs of electric substation and cables.
 - (xi) an aggregate lumpsum amount of Rs.25,000/- (Rupees Twenty Five Thousand Only) towards Pipe Gas Connection Charges, if gas pipe line is installed.



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(xii) an aggregate lumpsum amount of Rs. At Actuals/- (Rupees At Actuals Only) towards advance maintenance charges.

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32 (b) The date of commencement of the Allottee/s's liability to pay the municipal property taxes, non-agricultural assessment charges, taxes, rate etc., outgoings towards common infra and outgoings for the period/s specified or otherwise in the aforesaid sub-clauses 32 (a) (i) (ii) (iii) (iv) and (v) shall be mentioned in the letter of intimation to be sent by the Promoter to the Allottee/s. The aforesaid ad-hoc amounts and lump sum amounts shall not carry interest and are inclusive of co-ordinating fees (which includes accounting fees) of the Promoter/Estate Manager, as the case may be. The Promoter /Estate Manager, as the case may be, shall not be liable to render accounts in respect of the lump sum amounts mentioned in the aforesaid sub-clauses 32 (a) (iv), (v) and (vii) to the Allottee/s and/or the concerned Organisation/s/Federation. The Promoter /Estate Manager, as the case may be, shall also not be liable to render accounts in respect of co-ordinating fees, which are included in the aforesaid Organisation/s/Federation. The Allottee/s is aware that the Promoter /Estate Manager, are Only co-ordinating with the Agency who shall provide the services relating to the Building and the said property to the Allottee/s. The Allottee/s agrees that the Allottee/s shall not either by himself/herself/themselves/itself or through the concerned Organisation and/or Organisations interfere in the co-ordination by the Promoter / Estate manager with the Agency of Building, the said property and the said parking space.

32(c) on the ad-hoc amounts referred to in sub-clause 32 (a)(i), (ii), (iii), and (iv) herein being depleted, and on the expiry of the said periods referred hereinabove, the Promoter /Estate Manager, as the case may be, shall call upon the Allottee/s and the Allottee/s shall within seven working days from the date of the Allottee/s being called upon to make payment thereof, pay to the Promoter / Estate Manager the amounts towards the municipal property taxes, non-agricultural assessment charges, taxes, rate etc., outgoings, etc. as mentioned in the bills presented by the Promoter /Estate Manager to the Allottee/s in order to enable the Promoter /Estate Manager to pay the same on behalf of the Allottee/s to the necessary parties. The Allottee/s agrees that he/she/they/it shall also in addition to the aforesaid pay to the Promoter /Estate Manager as the case may be, on quarterly basis co-ordinating fees (which shall be inclusive of accounting fees) at 15 % of the bill amount and the Promoter /Estate Manager shall not be liable to render accounts in respect of such co-ordinating fees. The said amounts shall be payable by the Allottee/s in advance for every quarter as per the aforesaid bills. The Promoter /Estate Manager, as the case may be, shall give consolidated account to the said Organisation, in respect of the amounts paid under this clause towards Building and the said parking spaces, (if the same is under the stilt of Building or in the compound of Building) when the charges of Building and the said parking space as mentioned hereinabove is handed over to the said Organisation; and if the said parking spaces on the said Property then to the Federation/Organisations; to the Federation/Organisations in respect of the amounts paid under this clause towards the said property when the charge of the said property is handed over to the Federation/Organisations. The Promoter/Estate Manager shall not be bound or liable to pay the municipal property taxes, non-agricultural assessment charges, taxes, rate, etc., and outgoings in respect of the said Premises, Building and the said property as referred to hereinabove and the said parking space unless all the Allottee/s of flats, units and premises in Building and the said property as the case may be, pay his/her/their/its respective proportionate share towards the municipal property taxes, non-agricultural assessment charges, taxes, rate etc., and outgoings as aforesaid. The Promoter /Estate Manager, as the case may be, shall not be liable for any consequences that may ensue on account of payment of the municipal property taxes, non-agricultural assessment charges, taxes, rate etc., and outgoings not being made on account of the said reason or reasons beyond their control.

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32(d) The Allottee/s shall in addition to the amounts payable by the Allottee/s, as mentioned in clause 32 (a) (i), (ii), (iii), (iv), (v) and (vi) herein be liable to pay the said taxes i.e. ^{वस्तु सेवा/} service tax, value added tax, TDS, capital tax and/or any other taxes, cess ^{दुस, दुतुस, इणुसुन} dues, duties, imposition, premium, surcharge, fees, levies or any other charges levied by State ^{००६५९२००५} and/or Central government ^{००६५९२००५} with interest and penalty, if any, as the case may be, (whether retrospective or prospective) in respect of any and all amounts including the purchase price paid/payable by the Allottee/s in terms of this Agreement or pursuant thereto. If the same are not paid as aforesaid, the Allottee/s shall be liable to pay the same with interest, if any, before taking possession of the said Premises. In case the said taxes are not paid by the Allottee/s on or before taking possession of the said Premises and/or the said parking space, as the case may be then in that event, the Allottee/s hereby irrevocably authorizes the Promoter, and the Promoter shall be entitled to adjust the unutilized amounts from and out of the amounts mentioned in clause 32 (a) (i), (ii), (iii), (iv) and (vi) towards the said taxes payable by the Allottee/s. In the event the said unutilized amounts are not sufficient to pay the entire said taxes payable by the Allottee/s, the Promoter do not adjust the said unutilized amount for payment of the said taxes payable by the Allottee/s, then in that event, the Allottee/s shall forthwith on demand pay to the Promoter the amount payable by the Allottee/s in order to enable the Promoter to pay the same to the concerned authorities. The Allottee/s confirms that adjustment by the Promoter of the said unutilized amounts for payment of the said taxes as stated hereinabove will not absolve the Allottee/s from making payments to the Promoter /Estate Manager to meet the short fall in or the further amounts payable by the Allottee/s under clause 32 (a) (i), (ii), (iii), (iv) and (vi) hereinabove and the Allottee/s shall pay the same without any protest and there shall be a charge on the said Premises for such unpaid amounts (without prejudice to any other rights that may be available to the Promoter and or the Estate Manager). Any such failure/neglect to pay shall be deemed to be a breach within the meaning and ambit of the provisions under this Agreement and the consequences for such breach as provided in this Agreement shall follow. The Allottee/s hereby indemnifies and agrees to keep the Promoter indemnified for all times against any loss or damage or penalty or prosecution that may be occasioned to the Promoter on account of the Allottee/s failing to pay to the Promoter on demand the amount payable by the Allottee/s towards the said taxes as provided hereinabove.

32(e) Without prejudice to the above the Allottee/s shall pay to the Promoter /Estate Manager as the case may be, interest at the rate of 1.5% per month with annual rests-compounded interest for the period for which the payment of the aforesaid dues have been delayed.

32(f) if the amount under any head shall fall deficient, (i) the Allottee/s shall forthwith on demand pay to the Promoter /Estate Manager, as the case may be, his/her/their/its proportionate share to make up such deficit and (ii) if the Promoter is of the opinion that the maintenance of Building and common infra on the said Property and/or due payment of municipal property taxes, non-agricultural assessment charges, taxes, rate etc., and other taxes is suffering thereby, and there is any un-appropriated amount under any other head, the Promoter may at their sole discretion themselves or the Estate Manager on the directions of the Promoter shall appropriate and utilise such amount for any of the other purposes referred in this Agreement and such directions by the Promoter to the Estate Manager shall be binding on the Estate Manager and the flat, unit, premises Allottee/s and the concerned Organisation. The Promoter shall give details/list of the defaulting members, if any, to the concerned Organisation/Federation. The concerned Organisation shall recover from its defaulting members/Allottee/s, if any, the amounts or dues payable by them towards the aforesaid taxes, non-agricultural assessment charges, taxes, rate etc., and outgoings along with interest thereon and pay the same to the Promoter /Estate Manager, as the case may be.

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32(g) The Allottee/s hereby agrees that the Allottee/s shall in addition to the amount mentioned in clause 32 herein pay the Promoter/Estate Manager, as the case may be, such further ad-hoc amount as may be determined by the Promoter /Estate Manager on account of enhancement in the municipal property taxes due to the Allottee/s letting, sub-letting and/or otherwise parting with possession of the said Premises to any third party. If the Allottee/s fails to pay such further ad-hoc amount then the Allottee/s/his/her/their/its lessee/sub-lessee/tenant and/or any other party claiming through the Allottee/s shall not be entitled to the use of the common infra, common services facilities, amenities etc. till such time the Allottee/s makes payment thereof together with interest thereon to the Promoter /Estate Manager, as the case may be; notwithstanding what is stated hereinabove the Promoter/Estate Manager shall at their sole discretion be entitled to pay the same from and out of the ad-hoc amount mentioned in clause 32 (a) (i) and/or utilise the said ad-hoc amount for payment of such municipal property taxes. The said obligations of the Allottee/s and remedies of the Promoter /Estate Manager shall be without prejudice to the other remedies available in law to the Promoter. The Promoter /Estate Manager shall not be liable for any consequences that may ensue on account of the Allottee/s failing to make the payment towards the same as provided herein.

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32 (h) In the event of the Allottee/s making any default in the payment of the outgoing, municipal property taxes, non-agricultural assessment charges, taxes, rate etc., other taxes, amounts and/or other payments payable under the terms and conditions of this Agreement, then Allottee/s shall cease to be entitled to the use (and the Promoter will in such event be entitled to take appropriate steps to stop the Allottee/s from using) of the common infra, common areas, services, facilities, amenities till such time as he/she/they/it makes the payments together with interest thereon. If the default is for three months and in the event of the default continued even after giving fifteen days' notice in writing to the Allottee/s calling upon him/her/them/it to make the payments such default shall be deemed to be just and reasonable clause under provision of RERA Act to cut off or withhold any essential supply or service enjoyed by the Allottee/s in respect of the said Premises, till such time as he/she/they/it makes payments of the said amounts together with interest thereon.

32 (i) The Allottee/s hereby confirms that the Promoter and/or the Estate Manager shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the said Premises and/or Building and/or the said Property by the concerned authorities due to non-payment of municipal property taxes, electricity bills and/or other dues etc. to the said authorities on account of default in making payments of the said municipal property taxes, non-agricultural assessment charges, taxes, rate etc., electricity bills and/or other dues etc. by the Allottee/s or other Allottee/s of premises therein and/or their failing to comply with their obligations under this Agreement.

***Note:-** (All other Service Taxes, GST, Charges, Cesses, Levies & Stamp Duty and Registration charges of flat value or market value whichever is higher on actuals and * GST as applicable, to be paid by the Allottee/s as on demand)

33. The Promoter shall utilize the above mentioned amounts plus taxes as mentioned in Clause 32 (a) paid by Allottee/s for meeting all legal costs, charges and expenses including professional costs of the attorneys at law/advocates of the Promoter in connection with formation of the said society or limited company or any other ultimate body of Allottee/s as the case may be, for preparing its rules, regulations and bye-laws and the Deed of Lease, as the case may be / or any other documents of transfer.

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34. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as deposit, sums received on account of the share capital, and shall utilize the amounts Only for the purpose for which they have been received.

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35. The Allottee/s shall pay stamp duty and registration charges payable, if any, by the said society or limited company, on the Deed of Lease, or any document or instrument of transfer in respect of the said property and/or any part thereof and the said building as the case may be executed in favour of the society or limited company. The Promoter will not be bound and liable to pay any stamp duty or registration charges on and/or under this agreement or otherwise.



36. The Promoter has represented that the open space, stilt and stack parking spaces, participatory parcel of the common areas which are common to all the Allottee/s. The Allottee/s have been proportionately charged for this common area with specific right to park vehicle / cars in an open area / stilt / podium levels and which area has been sanctioned by the corporation for parking vehicles. The Allottee/s is also aware that the Promoter have already allotted to some other Allottee/s as and by way of an additional amenity the exclusive right to park vehicles / cars in the open space passed for parking vehicles, stilt and parking floor areas in the car towers. A list of such exclusive rights which has already been given to the Allottee/s and the Allottee/s herein hereby unconditionally accepts and confirms the same and agrees not to oppose the grant of such exclusive rights to park at any time hereafter and specifically agrees to vote in favour of creation of such exclusive rights if, at any stage, any voting takes place on a resolution passed in this regard at any meeting at the time or after the formation of the society or other body in the meeting of the society or otherwise, whether General Body Meeting or of any Managing Committee in respect thereof or otherwise in any manner whatsoever including by circular resolution. These exclusive rights to park vehicles / car as aforesaid are both inheritable and transferable and will stand attached to the said flat/unit the same being an amenity attached to the said flat/unit and the same shall not be transferred by the Allottee/s otherwise than with the transfer of the said flat/unit. The Allottee/s agrees and undertakes to support any further exclusive rights to park that may be created by the Promoter herein in favour of the Allottee/s which may be hereinafter made without any objection whatsoever and also agrees and undertakes not to object to and to specifically vote in favour of such exclusive rights in any resolutions that may be put up for passing in the General Body Meetings or Managing Committee Meeting of the society or other body in the meeting of the society or otherwise in any other meeting. The Allottee/s is aware that specifically relying on the aforesaid assurances and undertakings, the Allottee/s is specifically granted exclusive rights to park as stated herein. The Agreement shall be treated as an irrevocable consent to the Promoter granting such exclusive rights to other flat Allottee/s.

(i) The Allottee/s acknowledge/s and understand/s that in view of the paucity of available car parking spaces in the said building, a majority of the car parking spaces provided in the said building are in the form of a chess type automated mechanical car parking system, which shall have a floor mounted roller bed type system, allowing criss cross movement of car parking pallets, in the car parking towers wherein there shall be no identified spot/place which may be earmarked for parking of vehicles of a particular acquirer of said Unit / Flat No. in the said Building and which shall be designed to minimize the area and/or volume required for parking cars (hereinafter referred to as "**the Mechanical Parking**"). The Allottee/s is/are aware that such Mechanical Parking involves operation of an automated machine for parking and removing cars from the Mechanical Parking system and the same could be time-consuming and the Purchase/s acknowledge/s that the Allottee/s has/have no objection to the same. The Allottee/s is/are aware that such Mechanical Parking also requires a valet system by appointment of qualified drivers, for

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ease of parking and removing of vehicles from the parking slots in the Mechanical Parking system.

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(ii) For the effective management of car parking spaces in the said Building and in order to avoid any later disputes, the Promoter are entitled to carry out a tentative earmarking of a certain number parking spots in the mechanical parking system of the said sale Building for exclusive use thereof by certain acquires of said flat/unit in the said sale Building depending on availability of parking spots in the Mechanical Parking System. The Allottee/s agree/s that the Promoter shall be entitled to do such earmarking of such number of car parking spots at its discretion and the Allottee/s hereby accept/s the decisions taken by the Promoter in relation to such earmarking of car parking spots. The Allottee/s further agrees/s and undertakes/s that pursuant to formation and registration of the organization of flat Allottee/s/holder/s (defined hereof as the Common Organization) and admission of the Allottee/s to the said Common Organization as member/s thereof, the Allottee/s shall cast his/her/their votes in the first general meeting or shareholders meeting, as the case may be, of the Common Organization in favour of approving such car parking earmarking as done by the Promoter, so that the respective person/s in whose favour the Promoter has earmarked a certain number of car parking spots, will be allotted such respective car parking spot/s by the said Body for exclusive use along with rights of transferability in respect thereof. As per such tentative plans prepared by the Promoter, the holder of the said flat/unit would be entitled to park her/his/its/their vehicle/s in the Mechanical Parking system.

- (iii) It is clarified that in the event that the car parking spot/s are tentatively earmarked for the Allottee/s in the Mechanical Parking, then and in such an event, the Allottee/s may not be allotted any independent or identifiable car parking spaces/s. Within each mechanical parking system, there shall be no identifiable space for parking of any particular vehicle/s. The Allottee/s hereby confirm/s that the Allottee/s has/have no objection to the same and that the Allottee/s shall not park his/her/their car/s at any other place in the said Building. The Allottee/s hereby agree/s and undertake/s that the Allottee/s shall bear the costs and expenses of the maintenance of such Mechanical Parking system or also keep such valet parking facility at his/her/their costs for parking or removal of cars from the Mechanical Parking system. The Allottee/s shall not refuse to bear such costs and/or expenses on the ground of non-utilisation of such Mechanical Parking system or valet parking facility or on any other ground whatsoever and howsoever arising.

37. Agreed further that the irrevocable consent given herein shall be treated as an affirmative vote of the Allottee/s and the Allottee/s would be deemed to have assented to any resolution put up by the society or Managing Committee or body referred to hereinabove.
38. The Promoter shall be entitled to enter into agreements with other Allottee/s on such terms and conditions as the Promoter may deem fit without affecting or prejudicing the rights of the Allottee/s in the said flat/unit etc. under this agreement.
39. It is hereby expressly agreed that the Promoter shall, notwithstanding anything contained in this agreement, be entitled to sell the flats/units/said flat/unit, shops, garages and allot or deal with as they may deem fit 'exclusive user of open spaces/parking space/stack parking terrace or portion thereof etc. in the new proposed building and other structures on the said property for residential/commercial user or parking or for any other permissible user in that behalf in such manner and on such terms and conditions as the Promoter may deem fit without affecting or

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prejudicing the rights of the Allottee/s in the said premises under this agreement. The Allottee/s and/or the Society shall not object to and hereby give his/her/its irrevocable consent to the Promoter allotting, selling or otherwise dealing with garages, stilt, podium parking, stack parking spaces, open spaces etc. and such allotment, sale etc. shall be binding on the Allottee/s.

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40.

The Promoter shall endeavour to hand over possession of the said premises to the Flat Allottee/s on or before 30th December, 2023 subject to what is otherwise stated herein. If the Promoter fails and neglects to give possession of the said premises on the aforesaid date or any such date as may be extended by mutual consent then the Allottee/s shall have the option to terminate this agreement after giving 45 days' notice in writing thereupon the Promoter shall be liable to refund to the Allottee/s within 12 months from such termination along with simple interest at the rate which is the highest marginal cost of lending rate of State Bank of India plus 2% per annum being the same interest rate as mentioned in Clause above from the date the Promoter received the sum till the date the said amount and interest thereon is paid to the Allottee/s. It is agreed that upon the termination of this Agreement by the Allottee/s, the claim of the Allottee/s shall be restricted to refund of monies paid with simple interest as afore stated and that the Allottee/s shall not be entitled to claim any loss and/or damages for mental trauma or otherwise whatsoever. The entire amounts to be refunded with the interest payable on the amounts refundable to the Allottee/s shall be paid solely by the Promoter as it is the Promoter's responsibility to complete the construction in a timely manner. The amount so refunded shall be in full and final satisfaction and final settlement of all the claims of the Allottee/s under this Agreement. The Allottee/s shall be entitled to such refund from the promoter Only after execution and registration of the deed of cancellation and waiving his/her /their right and interest derived from this agreement. The Allottee/s shall before exercising its rights under this clause shall have to ensure that he/she/they are not under any breach/breaches of this agreement and have fulfilled their obligations in totality The Allottee/s agrees that receipt of the said refund by Cheque from the Promoter by the Allottee/s by registered post acknowledgement due at the address given by the Allottee/s in these presents whether the Allottee/s accepts or encashes the cheque or not, will amount to the said refund. The protection available to the Allottee/s in this clause is subject to the Allottee/s having paid all the amounts due and payable hereunder as per the payment schedule stated in this agreement. In such event the Promoter shall pay the amounts received from the Allottee/s and thereupon the Promoter alone shall be entitled to deal with or dispose of the said premises as they may deem fit.



41.

The Promoter shall be entitled to a reasonable extension of time for handing over the possession of the said Flat/unit, as stated in Clause 40 hereinabove, if the completion of the said free sale building in which the said Flat/unit is situated is delayed on account of but not because of an act and/or omission on the part of the Promoter.

- (i) non-availability of steel, cement, other building material, water or electric supply for a period of not more than six months.
- (ii) War, Civil Commotion, Riots or Act of God; or
- (iii) Any notice, order, rule, notification of the Government and/or other public or competent authority; or
- (iv) changes in any rules, regulation, policy, bye-laws of various statutory bodies and authorities affecting the development and the project; or
- (v) on account of delay in issue of the Occupation Certificate/part Occupation Certificate and/or any other Certificate/permission/approval as may be required in respect of the said free sale building by the said local authority or
- (vi) delay in grant of any NOC / permission / license / connection for installation of any services, such as lifts, electricity and water connections and meters to the project / flat /

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road or completion certificate from appropriate authority for which such delay shall be condoned by not be more than six months; or

(vii) any stay, injunction or other order of any court, tribunal or authority;

The Allottee/s hereby agrees to ignore such delay in getting possession due to any of the above mentioned reasons and/or for any reason beyond the control of the Promoter as per the provisions of the RERA Act or any relevant section of the Acts from the time being in force.

The Allottee/s shall bear and pay the proportionate municipal taxes, maintenance charges and all other outgoings in respect of the said building from 15 days from the date of intimation to the Allottee/s to take possession in respect of the said Flat/unit. The common expenses in respect of the said Property shall be shared by the Allottee/s of units and other said flat/unit of the said building in proportion of their respective area. The Allottee/s shall not be entitled to ask for adjustment of the deposit amounts mentioned herein against the expenses, taxes, other outgoings etc. levied by Slum Rehabilitation Authority/Municipal Corporation of Greater Mumbai and local authorities.

43. The Allottee/s shall take possession of the said Flat/unit within 15 (fifteen) days of the Promoter giving written notice to the Allottee/s intimating that the said Flat/unit are ready for use and occupation. Provided that if within a period of 1 (one) year from the date of handing over the said Flat/unit to the Allottee/s, the Allottee/s bring/s to the notice of the Promoter any structural defect in the said Flat/unit or the said building in which the said Flat/unit is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible, such defects shall be rectified by the Promoter at the Promoter's own cost and in case it is not possible to rectify such defects then the Allottee/s shall be entitled to receive from the Promoter reasonable compensation for such defect or change. However, if the Allottee/s carries out any alteration or addition or change as regards columns, beams, slabs, and/or ceiling or outer walls any other structural change/alteration in the said Flat/unit or any part thereof in the said Flat/unit and/or the said sale building, the liability of the Promoter shall come to an end and the Allottee/s alone shall be responsible to rectify such defect or change at their own cost/s.
44. The Allottee/s shall use the Flat/unit or any part thereof or permit the same to be used Only for purpose of residence/office/show-room/shop/godown or any other user permitted in law. He shall use the garage or parking space Only for purpose of keeping or parking vehicle.
45. The Allottee/s alongwith other Allottee/s of Flat/units in the building shall co-operate with the promoters and shall join in forming and registering the society or association or a limited company within the period stipulated with RERA to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven working days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to register the common organization of Allottee/s. No Objection shall be taken by the Allottee/s, if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

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46. The Promoter shall (subject to his right to dispose of the remaining Property if any) execute or cause to be executed the lease or any other documents of transfer on the said portion within 3 (three) months from the date of issue of full occupancy certificate and upon all of the allottee/s of all flats in the said building having paid full consideration to the Promoter. The allottee/s is/are aware that the said property is a slum property and that it is not owned by the promoters. The Allottee/s agree that the promoter will execute Deed of Lease or any other document of transfer of the said building and cause the appropriate authority to execute lease or any other document of transfer on the said property in favour of the Common organization.

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PROVIDED THAT notwithstanding anything contained in the Act or in any agreement or in any judgment, decree or order of any court or in any other law for the time being in force, the Promoter shall be entitled to develop and continue to develop the remaining layout land, with the right to use the internal access roads and all the facilities, amenities and services in the layout and to construct any additional structures thereon by consuming the balance Floor Space Index and balance Transfer of Development Right, fungible Floor Space Index and balance additional Floor Space Index relating to the said layout land and any future increase in Floor Space Index and the Transfer of Development Rights, Floor Space Index and additional fungible Floor Space Index therein due to change in the law or the policies of the Government or local authority.

PROVIDED THAT, notwithstanding anything contained in the Act or in any agreement or in any judgment, decree or order of any court or in any other law for the time being in force, the Promoter shall be entitled to develop and continue to develop the said property, with the right to use the internal access roads and all the facilities, amenities and services in the layout and to construct any additional structures thereon by consuming the balance Floor Space Index and balance Transfer of Development Right, fungible Floor Space Index and balance additional Floor Space Index relating to the said property and any future increase in Floor Space Index and the Transfer of Development Rights, Floor Space Index and additional fungible Floor Space Index therein due to change in the law or the policies of the Government or local authority.

PROVIDED FURTHER THAT, and it is agreed by the flat Allottee/s that if the Floor Space Index of the plot in the said property is increased due to change in the law or the policies of the Government or local authorities, or otherwise subsequent to Deed of Lease, as the case may be / lease of any one or more structures to the organization of flat Allottee/s, then increase in Floor Space Index before the formation of the Society and even post formation of the Society for a period of 5 years after the execution of the Deed of as the case may be and/or deemed as the case may be and/or after the statutory vesting of the said Sale Building in favour of the Society or federation of societies or apex society shall belong to the Promoter. The Promoter shall not be bound to obtain any consent or permission from the organization of flat Allottee/s in the said layout land or phase for the purpose of utilizing the balance Floor Space Index or the Transfer of Development Right, Floor Space Index or additional fungible Floor Space Index. The flat Allottee/s shall not be entitled to and shall not object to such development. The flat Allottee/s and their permitted successors in title shall not be entitled to object and shall not object to such document in any of the meeting of the ultimate society by whatever name called.

47. It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold units / said flat/unit and other said flat/unit including car parking spaces in the said building shall at all times, including after the formation and registration of the Common Organization and/or after the Deed of Lease, as the case may be

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of the said Property and the said building in favour of the Common Organization, be and remain the absolute property of the Promoter, and the Promoter shall become members of the Common Organization in respect thereof, and the Promoter shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Allottee/s herein, nor the Common Organization shall object to or dispute the same. On the Promoter, as the case may be, intimating to the Common Organization the name or names of the Allottee/s or acquirer/s of such unsold units, said flat/unit, etc., the Common Organization shall forthwith accept and admit such Allottee/s and acquirers as their member/s and shareholder/s and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same and without charging/recording from them any premium, fees, donations or any other amount of whatsoever nature in respect thereof. The Promoter shall not be liable to pay maintenance charges for the unsold units to the Common Organization save and except the municipal taxes with effect from receipt of occupation/ completion certificate. The Promoter shall at its discretion pay the municipal property taxes, non-agricultural assessment charges/taxes/rate etc. in respect of unsold Said flat/unit / Units / Flats directly to the BMC. It is clarified that the Promoter will not be liable to pay any other amounts in respect of the unsold Said flat/unit / Units / Flats, Adequate provisions for the above shall be made in the said Documents of Transfer.

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48. All costs charges and expenses in connection with the formation of the Common Organization, as well as the costs of preparing and engrossing the deed of lease or any appropriate document/deed in respect of the said property and the said Building in favour of the Common Organization, payment of charges for such purpose, stamp duty and registration charges thereof and all other agreements or any other documents required to be executed by the Promoter as well as the entire professional costs of the Attorneys of the Promoter for preparing and approving all such documents shall be borne and paid by the Common Organization or proportionately by all the Allottee/s in the said Building. The share of the Allottee/s in such costs, charges and expenses shall be paid by him/her/them immediately when required.

49. It is hereby expressly clarified, agreed and understood between the parties hereto that:

- (a) If any part of the said property or the said property is acquired or notified to be acquired by the Government, or by any other public body or authority, the Promoter shall be entitled to receive all the benefits in respect thereof and/or the compensatory F.S.I. and/or TDR or all other benefits which may be permitted in lieu thereof till the society or limited company or other body is formed and registered and the said property and building is transferred. The Promoter shall be entitled to use any additional F.S.I. and/or TDR or additional construction that may be permitted by the local body or concerned authority on the said property for any reasons whatsoever including F.S.I. in respect of any adjoining or neighboring property. Such additional structures and storeys will be the sole property of the Promoter who will be entitled to deal with or dispose of the same in any way the Promoter choose and the Allottee/s hereby irrevocably consent to the same. The Allottee/s shall not be entitled to raise any objection or claim any abatement in price of the said flat/unit agreed to be acquired by them and/or any compensation or damage on the ground of inconvenience or any other ground whatsoever.

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- (b) The entire unconsumed and residual F.S.I. and T.D.R., if any, in respect of the said building to be constructed on the said building on the said land and the entire increased, additional and extra F.S.I. which may be available at any time hereafter in respect thereof for any reason whatsoever including because of change in the status, D. P. Plan, Rules, the proposed D. C. Regulation (2034), Regulations and bye-laws governing the FSI as also the changes to Development Plan or otherwise which may be available, it is possible for the Promoter to acquire certificates of Development Right of other properties (commonly known as TDR) to make additional construction on the said property by utilizing such Development Rights on any account or due to any reason whatsoever, including on account of handing over to the Government or the Municipality any set back area, and/or due to any change in law, rules or regulations, shall absolutely and exclusively belong to and be available to Promoter, free of all costs, charges and payments, and neither the Allottee/s herein, nor the Organization shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity;
- (c) The Promoter shall have, the full right, absolute authority and unfettered discretion to use, utilize and consume the aforesaid FSI and TDR respectively, becoming available to the promoter on various aforesaid occasions, before the formation of the Society and even post formation of the Society for a period of 5 years after the execution of the Deed of Lease, as the case may be and/or after the statutory vesting of the said Sale Building in favour of the Society or federation of societies or apex society for constructing any new and additional structures and floors thereon, and/or otherwise howsoever, as the Promoter may desire and deem fit and proper and as may be legally permitted, whether now or at any time in future. It is expressly agreed that in case of vertical expansion of the said building by way of additional floor/s, the Promoter shall be entitled to shift the water tank/s, dish antenna/s, relay station for cellular and satellite communications etc., either over and above such additional floors and/ or extension or such other place/s as the Promoter may deem fit and proper even after the document of transfer is executed and registered.
- (d) The Allottee/s agree/s and undertake/s to permit and give the Promoter all facilities for making such additions, alterations or to put up any additional structures or floors, on the said property or said portion which addition may be horizontal and/or Vertical to the building to be constructed on the said property even after the said society or limited company or ultimate body is formed and registered and the said property and the said building or part thereof is transferred to the society till the work of additions and alterations above is completed in full and possession of such flats etc., are handed over to the respective Allottee/s of such said flat/unit etc. The Allottee/s agree/s and undertake/s not to object to such construction on the ground of nuisance, annoyance and/or otherwise for any other reasons.
- (e) All such new and additional tenements, units, said flat/unit buildings and structures shall absolutely and exclusively belong to the Promoter, and neither the Allottee/s herein, nor the Common Organization shall have or claim any rights, title, benefits or interests whatsoever in respect thereof and the Promoter shall be entitled to deal with, sell, let or otherwise dispose of and transfer the same in any manner, to any person/party of its choice for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, and neither the Allottee/s nor the Common



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Organization shall raise any dispute or objection thereto and the Allottee/s hereby grants his/her/their irrevocable consent to the same;

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(f) The Promoter shall be entitled to revise the boundary or area of the layout in respect of the said property and to submit any revised layout or amended building plans for the purpose of revision of the layout in respect thereof as the Promoter may desire or deem fit from time to time.



The formation of the Society and even post formation of the Society, for a period of 5 years after the execution of the Deed of Lease, as the case may be and/or deemed Deed Lease as, the case may be and/or after the statutory vesting of the said Sale Building in favour of the Society or federation of societies or apex society the Promoter will be permitted to have the entire available F.S.I. including T.D.R. or any other benefit by whatever name called which could be used on the said property whether sanctioned or not and shall be entitled to utilise the same by making additions, alterations or putting up any additional structures as per the plan that may be approved by the local authority or the Government of Maharashtra or any other competent authority so as to consume the entire available F.S.I./benefit in respect of the said property, including that which may be available but not sanctioned even after registration of the society and transfer of the said property to the name of the said society. Such addition, structures, or floors, shall be the property of the Promoter and the Promoter will be entitled to deal with dispose of the same in any manner as Promoter may deem fit without adversely affecting the flat of the Allottee/s even after transfer of the said property.

- (h) The Promoter shall be entitled to take benefit of any approval of development rights/FSI/TDR/benefits by whatever name called which may become available with respect of the said property to any other property or properties either adjoining the said property or otherwise as may be permissible in law and the Allottee/s shall neither claim any right thereto nor object or dispute the same in any manner whatsoever.
- (i) The Allottee/s hereby expressly consent/s to the Promoter re-aligning, re-designing the said Building or the recreation area or internal road and passages and such other area or areas which the Promoter may desire to re-align and re-design. If the building is completed earlier than the other said Flat/Unit in the said Building, then the Allottee/s confirm/s that the Promoter will be entitled to utilize any F.S.I. which may be available on the said Property or any part thereof as set out in the First Schedule hereunder written till the said Building "Ruparel Palacio", is completed and the F.S.I. available on the said Property is duly utilized by the Promoter and the amount or amounts receivable by the Promoter and all obligations required to be carried out by the Allottee/s herein and other Allottee/s of said Flat/Unit from the Promoter are fulfilled by them, the Promoter shall not be bound and shall not be called upon or required to form any Co-operative Society, Limited Company or Condominium or Flat/units as the case may be and the Allottee/s agree/s and irrevocably consent/s not to raise any demand or dispute or objection in that behalf.
- (j) It is agreed and understood that at any time before the execution of the Deed of Lease, as the case may be of the said Property in favour of the Common Organization of the proposed new building known as "Ruparel Palacio", the Promoter shall be entitled to amalgamate the said free sale plot with any other adjacent property which it may have already purchased /acquired, or which it may hereafter purchase/acquire, and to apply for

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and obtain the necessary sanctions, permissions, orders, NOCs, approvals, etc. for such amalgamation, and to develop the said property in accordance therewith. The Allottee/s shall not raise any objection to or dispute such amalgamation of the said Property land by the Promoter;

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- (k) The Allottee/s shall not be entitled to any rebate and/or concession in the price of his/her/their flat/said flat/unit on account of the construction of additional floors and/or any other building and/or structure and/or the changes, alterations and additions made in the building or buildings or structures or on account of any advertisement hoarding and/or facilities for dish Antenna/Satellite transmission facilities put up on the said property and/or the said building.
- (l) The Promoter shall be entitled to grant any Right of Way or license or any right through, over or under the said property to any person or party including occupant, Allottee/s or person entitled to any area or areas in any building(s) which may be construction by the Promoter on the said property or any other adjoining property or properties to the said property or to any other person as the Promoter may desire or deem fit.
- (m) The Common Organization shall admit as its members, all Allottee/s of such new and additional units/said flat/unit/ tenements whenever constructed on the said building.
- (n) The Allottee/s hereby agrees that the name of society to be formed and registered shall be in name of "Ruparel Palacio Co-op. Hsg. Soc. Ltd." and the Allottee/s hereby further agrees that the name of the building shall always remain to be as "Ruparel Palacio".
- (o) The Allottee/s and organization as and when formed shall always maintain the Neon sign board affixed on the said Building and or on the said Property and the same shall not be removed without the written consent and or permission of the Promoter/s.
- (p) The Promoter hereby reserve their right to give for the purpose of advertisement or by putting up hoardings or Neon Light hoardings etc. on any open spaces in the said property including on the terrace and compound walls for the said purpose on such terms and conditions as the Promoter may desire. The said right shall continue to subsist even after the execution of lease or assignment in favour of the estate or common organization to be formed by the flats/said flat/unit/commercial said flat/unit etc. Allottee/s. If any municipal rates, taxes, cess, assessments are imposed on the said property due to such advertisements or hoardings put up on the open spaces or terraces or any other portion or compound walls of the said property, the same shall be borne and paid wholly by the Promoter. The Promoter shall be exclusively entitled to the income and profits that may be derived by the display of such advertisement, hoardings at any time hereafter. The Allottee/s will not object to the same for any reason whatsoever and shall allow the Promoter, their agents, servants, etc. to enter into the said property, the terrace and any other open spaces in the said property for the purpose of putting and/or preserving and/or maintaining and/or removing the advertisements and/or hoardings. The Promoter shall be entitled to transfer or assign such right to any person or persons who they may deem fit and the Allottee/s or the common organization to be formed by the Allottee/s shall not raise any objection thereto.
- (q) The Allottee/s is aware that the Promoter or the Maintenance Agency nominated by the Promoter for providing certain Maintenance Services in the said Sale building shall maintain the Sale Building until such time as the society/Common Organization of the



Allottee/s is formed and takes charge of the said property. Provided that thereafter the Allottee/s along with the other members of the said Society/Common Organization of flat Allottee/s shall be entitled to enter into Maintenance and Service Agreement, with the Promoter and/or the said Agency appointed by the Promoter at their own cost and risk.

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It is in the interest of the Allottee/s to help the Maintenance Agency in effectively keeping the Said flat/unit and the said building secured in all ways. The Allottee/s hereby agrees and accepts that for security reasons, the Maintenance Agency shall be at liberty to enforce a framework of guidelines to be followed and observed by the occupants/ visitors to the same building. However, it has been made clear to the Allottee/s that the entire internal security of the said flat/unit shall be sole responsibility of the owner/Allottee/s/occupant and the Promoter or the Maintenance Agency shall not be responsible for any theft, loss or damage suffered by the owner/Allottee/s/occupant due to any security lapse within and in respect of the Said flat/unit hereby agreed to be purchased by the Allottee/s.



- (s) The provisions of this clause shall always be of the essence of this Agreement and shall be covenant running with the land.
- (t) The Allottee/s hereby agrees that in the event any amount is payable by way of premium to the SRA/Municipality or to the State Government towards betterment charges or development charges or any other tax/charge/levy including but not limited to Infrastructure charges or payment of a similar nature becoming payable by the Promoter in respect of the said Property, the Allottee/s shall reimburse the same to the Promoter such amount in proportion to the area of the Said flat/unit agreed to be purchased by the Allottee/s, for which such payment is required to be made and in determining such amount the decision of the Promoter shall be conclusive and binding upon the Allottee/s;
- (u) The Allottee/s shall indemnify and keep indemnified the Promoter and hold the Promoter harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional fees in relation thereto) of whatsoever nature incurred or suffered by the Promoter directly or indirectly in connection with: the enforcement of or the preservation of any rights of the Promoter under this Agreement; (b) any breach and/or default by the Allottee/s in the performance of any and/or all of his/her/its obligations under this Agreement; (c) damages to any Property(ies) howsoever arising related to the use and/or occupation of the said Flat/unit and directly or indirectly as a result of the negligence, act and/or omission of the Allottee/s or his/her/its agents, servants, tenants, guests, invitees and/or any person or entity under his/its control; and (d) Allottee/s's non-compliance with any of the restrictions regarding the use and/or occupation of the said Flat/unit;

50. The Allottee/s hereby agree/s that in the event if any amount by way of premium or security deposit as fire cess is paid to the SRA/MHADA/MMRDA/MCGM or to the State Government or any other tax or repayment of a similar nature becoming payable by the Promoter, the same shall be reimbursed by the Allottee/s to the Promoter in proportion of the said Flat/unit agreed to be acquired by the Allottee/s and in determining such amount, the decision of the Promoter shall be conclusive and binding upon the Allottee/s.

51. If at any time, any development and/or betterment charges or other levy are or is charged, levied or sought to be recovered by the SRA/MHADA/MCGM/MHADA, Government and/or

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any other Public Authority in respect of the said Property and/or ~~the said building standing~~ thereon, the same relating to the period after the Allottee/s is put in possession of the said Flat/unit shall be borne and paid by the Allottee/s in proportion to the saleable area occupied by it.

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52. The Allottee/s agree/s and undertake/s that all charges, consideration, stamp duty, registration charges, transfer fee, premium or any other charges of any nature whatsoever payable to SRA/MMRDA or MCGM or Metropolitan Commissioner or any other authority for execution of lease of the said free sale plot in favour of the said Common Organization and/or for execution of this Agreement is the responsibility of the Allottee/s. The expenses charges fees etc. for obtaining lease deed from MCGM/SRA/Concerned authority in respect of the said Property in favour of the Common Organization to be formed to the Building including stamp duty and registration charges in respect thereof shall be borne and shared equally by the occupants of the Building.



53. The Promoter shall form a Co-operative Society or the Limited Company or condominium of the Allottee/s of the said flat/unit of Palacio in accordance with law. The Allottee/s herein along with the other Allottee/s of said flat/unit in the said Building shall fully co-operate with the Promoter in forming and registering the new Society or the Limited Company or condominium, and for that purpose, from time to time, sign and execute applications and other documents to become a member and to sign and return all the documents including Bye-Laws to the Promoter within seven working days of receipt, thereof, time being of the essence, so as to enable the Promoter to register the Society or the Limited Company or condominium of all the Allottee/s under section in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016 and such other laws that may be applicable from time to time. The Allottee/s shall not raise any objection if any changes or modifications are made in the draft Bye-Laws or the Memorandum of Association and Articles of Association as may be required by the Registrar of Co-operative Societies or by other Authority.

54. In the event of the new Society or the Limited Company or Condominium ("Organization") being formed and registered before the sale and disposal of all the Promoter's Said flat/unit in the Building, to be constructed on the said Property, the power and authority of the Organization so formed shall be subject to the overall authority and control of the Promoter over any of the matters concerning the said Building, the construction and completion thereof and all amenities appertaining to the same. The Promoter shall have absolute authority and control as regards the unsold flats/units/parking space/terraces etc. and the disposal thereof. The Organization shall, on intimation by the Promoter be liable to admit such Allottee/s as its member without asking any transfer fee or amount, save and except entrance fees, share application money and security deposit for maintenance charge like other Allottee/s.

55. It is clarified that the Promoter is not the owner of the said Property or the Sale Portion and does not have or hold the rights to convey or grant the lease in respect of the said Property or the Sale Plot in favour of the Society or Organization or the Proposed Federation (as the case may be) and accordingly, it is clarified that the Only obligation of the Promoter in this regard shall be to make the requisite applications to the concerned authorities and to make reasonable endeavours for execution of the Lease as aforesaid in favour of the Society or Organization or the Proposed Federation (as the case may be). The proposed lease deed or other instrument of transfer in favour of the Proposed Body or the Proposed Federation (as the case may be) shall be in accordance with the provisions of the DCR, 1991 and the

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policies pertaining to the redevelopment schemes under Regulation 33 (10) and Appendix IV of the DCR, 1991, as may be adopted from time to time by the SRA/Government of Maharashtra. It is however clarified that any amount required to be paid to MCGM/SRA/statutory authorities for transfer of the said property in favour of such Organization or Limited Company shall be borne solely by such Organization or Limited Company or the flat Allottee/s proportionately.

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56. The Allottee/s has understood the aforesaid and the Allottee/s hereby agrees and undertakes with the Promoter that the Allottee/s shall never hold the Promoter responsible or liable if the concerned authorities including SRA/MCGM do not execute the lease deed or any other document of transfer in respect of the said property (Sale Plot) in favour of the said Society or Organization or the Proposed Federation (as the case may be). Moreover, the execution of the documents for effectuating lease shall be subject to such terms and conditions as may be prescribed by the SRA, the MCGM and/or any other concerned authorities and/or the Government and the Allottee/s hereby agree and undertake that the Allottee/s shall not challenge or raise a dispute with regard to any of such terms and conditions, which may be onerous in nature.

57. As may be required by the BEST, Reliance Infrastructure Limited or Tata Power Company Limited or Maharashtra State Electricity Board or any other authorized electricity providers, a substation room may be provided to such electricity provider in any part of the layout of the said Property for supplying electricity to the building/s on the said Property and/or any part thereof and/or to the buildings constructed in the vicinity of the said Property; and the Allottee/s hereby grant his/her/their irrevocable consent to the Promoter for the same. The Promoter may be required to and if so required, the Promoter shall make the requisite applications to the land owning authority to execute a deed of lease/sub-Lease in favour of any concerned electricity provider for such area on which the substation room is to be provided as may be required. In event any the substation requires to be constructed and or maintained or otherwise, as required by the concerned authority then the cost, charges, expenses, etc shall be born and paid by Allottee/s. The Allottee/s shall not raise any objection and/or obstruction towards the putting up and construction of the electric substation and its structures and allied constructions, room/s, pipes and boxes, electrical meters, cables, connections and other matters in this connection and shall extend all co-operation and assistance as may, from time to time, be necessary in this respect as per the rules and requirements of the electricity provider. The lease to be executed in favour of the said Society or Organization or Proposed Federation (as the case may be) shall be subject to such lease/sub-Lease as may be executed in favour of such electricity provider.

58. The Allottee/s for himself with an intention to bring all persons unto whomsoever hands the said Flat/unit may come, doth hereby represent to the Promoter as follows:

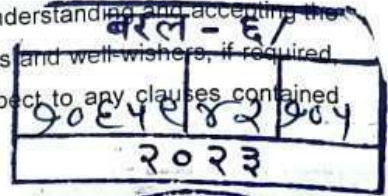
- That he/she/they/it has independently investigated and conducted due diligence and has satisfied himself in respect of the title of the said Property, after being given complete inspection of all documents relating to title of the said Property, including sufficient time to go through this Agreement and all other ancillary documents.
- That he/she/they/it waives his right to raise any questions or objections to the title of the Promoter to develop the said Property and to construct the said Building and said Flat/unit, considering all the queries have been sufficiently answered/satisfied by the Promoter.

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- c. That he/she/they/it has entered into these presents after understanding and accepting the terms mentioned herein after taking advice of professionals and well-wishers, if required, and shall not subsequently raise any grievance with respect to any clauses contained herein.



59. The Promoter shall pay all outgoing (Municipal and Collector's Bills) and all other amounts such as betterment charges, contributions etc., payable to any local or public authority in respect of the said property under any statute or law, previous to the date hereof, necessary, shall be apportioned between the Promoter and the Allottee/s.



60. The Promoter hereby represents and warrants to the Allottee/s as follows:
- The Promoter has clear and marketable title with respect to development rights in respect of the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the project;
 - The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the project and shall obtain requisite approvals from time to time to complete the development of the project;
 - There are no encumbrances upon the project land or the project except those disclosed in the title report;
 - All approvals, licenses and permits issued by the competent authorities with respect to the project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;
 - The Promoter has the right to enter into this agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
 - The Promoter has not entered into any agreement for sale and/or Development Agreement or any other agreement/arrangement with any person or party with respect to the project land, including the project and the said Flat/unit/Plot) which will, in any manner, affect the rights of Allottee/s under this Agreement;
 - The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said (Flat/unit/Plot) to the Allottee/s in the manner contemplated in this Agreement;
 - At the time of execution of the Deed of Lease of the structure to the association of Allottee/s the Promoter shall hand over lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottee/s;
 - The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoing, whatsoever, payable with respect to the said project to the competent Authorities;
 - No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the project except those disclosed in the title report.
 - Some of the slum dwellers have filed Appeals before the Competent Authority impugning the rejection of their eligibility for rehabilitation in the rehab premises.

- xii. In the event of any of such appellants being successful in their pending proceedings, and subject to the sanction of the SRA, there will be a consequential amendment in the above referred Letter of Intent and revised Letter of Intent issued by the SRA to the Promoter. The Promoter will then be entitled to construct beyond the presently sanctioned 42nd (Forty) floors vertically or horizontally by adding another horizontal extension of the said sale building due to the availability of *in situ* compensatory Floor Space Index and Fungible FSI in respect of the property and/or due to provision of Floor Space Index for Project Affected Persons (PAP).

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The Promoter are proposing to construct beyond the presently sanctioned upper floors of the sale building by loading Fungible Floor Space Index on the sale building vertically or horizontally by adding any upper floors on the sale Wing.

All such additional Floor Space Index, by whatever name called, that may become available for additional construction on the sale building shall belong exclusively to the Developers and the Allottee/s and/or any juristic body or association or society of the Flat Allottee/s of the sale building shall neither have nor make any claim to such additional or compensatory FSI including and not limited to any FSI that may become available due to PAP or as Fungible FSI or otherwise

61. The Allottee/s for himself/herself/themselves with intention to bring all persons into whosoever hand the said Flat/unit may come, do hereby covenant with the Promoter as follows:
- To maintain at the Allottee/s's own cost in good tenantable repair and condition from the date of possession of the said Flat/unit is taken and shall not do, or suffer to be done, anything in or to the said Building, staircases or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the said Flat/unit itself or any part thereof;
 - Not to store in the said Flat/unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or be likely to damage the staircases, common passages or any other structure of the said Building including entrances of the said Building and in case any damage is caused to the said Building and/or the said Flat/unit on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable to carry out the repair at the Allottee/s's cost;
 - To carry at his/her/their own cost all internal repairs to the said Said flat/unit and maintain the said Flat/unit in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in the said Flat/unit or to the said Building or the said Flat/unit which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequence thereof to the concerned local authority and/or public authority;
 - Not do or suffer to be done anything in the said Flat/unit or to the said Building or the said Flat/unit which is in contravention of this Agreement. And in the event of the Allottee/s committing any act in contravention of this Agreement the Allottee/s shall be responsible and liable for the consequence thereof including the liability to carry out the repair at the Allottee/s's cost;

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- (e) Not to demolish or cause to be demolished the said Flat/unit or any part thereof, nor at any time make or cause to be made any addition or alteration whatsoever in or to the said Flat/unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the said free sale building and shall keep the portion, sewers, drains pipes in the said Flat/unit and appurtenances thereto in good tenable repair and condition and shall not chip or, in any other manner, damage the columns, beam, walls, slabs or RCC Partis or other structural members in the said Flat/unit without the prior written permission of the Promoter and/or the said Common Organization and in the event so such damage the Allottee/s shall indemnify the Promoter and/or the Common Organization for the same;
- (f) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said free sale plot and the said Building or any part thereof or whereby any increase in premium shall become payable in respect of insurance;
- (g) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/unit in the compound or any portion of the said free sale plot and the said Building;
- (h) No equipment's such as dish antennae/solar heaters/solar panels, D.G. Set, air conditioning plants etc. shall be installed on the terrace and/or under the stilts and/or basements of the said building and/or in the compound of the said building by any of the flats/units/said flat/unit holders and/or the said organization at any time whatsoever without the permission of the Promoter. However the Promoter alone shall, from time to time, and at all times be entitled to permit the flat/unit/said flat/unit holders of the said flat/unit in the said building to install equipments such as dish antennae/solar heaters/solar panels, D.G. set, air conditioning plants etc. on the terrace and/or under the stilts and/or basements of the said building and/or in the compound of the said building as the Promoter may determine absolutely at its discretion.
- (i) The refuge area adjoining to lobby / staircase / said flat/unit (hereinafter referred to as "the Refuge Area"), shall not be altered and/or enclosed and/or covered and/or changed on any grounds whatsoever, by the Flat Allottee/s / Common Organization. The Refuge area in the said building shall kept in a clean and habitable condition and shall be the part of the common amenities and shall be used by all the Allottee/s in the building. The entry thereof at all times shall be without any restriction and shall always kept open and free of encroachment at all times including the common passage, stair case leading to such Refuge area.
- (j) The Allottee/s shall not remove or affix grills / fixtures on the exterior of the said Building or cause any obstruction of any nature whatsoever and the Allottee/s shall forthwith remove such grills, fixtures, obstructions and shall be liable to pay a fine of Rs.1,00,000/- (Rupees One Lakh Only) to the Promoter/ Promoter.
- (k) Pay to the Promoter within 7 (seven) Working days of demand by the Promoter, his/her/their share of security deposit, charges or expenses etc. demanded by concerned local authority or Government or giving water, electricity or any other service connected to the said Building;
- (l) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Unit / Said flat/unit by the Allottee/s viz. user for any purposes other than purpose for which the same is allotted;
- (m) The Allottee/s shall not sell, mortgage, transfer, assign, let, underlet or sub-let the said Flat/unit or

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the Allottee/s's interest or benefit of this Agreement or part with the possession of the said Flat/unit or any part thereof until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid-up and Only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has intimated in writing to the Promoter and the Promoter has approved the same in writing;

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The Allottee/s shall observe and perform all the rules and regulations which the said Common Organization may adopt at its/their inception and the additions, alterations, or amendments thereof that may be made from time to time for protection and maintenance of the said free sale plot, the said free sale building, the said Building and the said Flat/unit therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the said Common Organization regarding the occupation and use of the said Flat/unit in the said Building and shall also contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;

- (o) Till the lease/sub-lease of the said property (free sale) and the said Building is executed in favour of the Common Organization, the Promoter and its servants and agents, with or without workmen and others, shall at all reasonable times, be entitled to enter into and upon the said free sale plot, and the said Building or any part thereof.
- (p) In the event any development charges or betterment charge, service charge or premium or tax or any other levy becomes payable by the Promoter, the Allottee/s hereby agrees to reimburse the same to the Promoter in proportion to the area of Flat / Units / Said flat/unit / Parking space / Garage etc., agreed to be purchased by him/her/them and in determining such amount, the decision of the Promoter shall be conclusive and binding upon the Allottee/s.
- (q) The Allottee/s shall insure and keep insured the said Flat / Units against loss or damage by fire of any other calamities for the full value thereof.
- (r) The Allottee/s agrees that his/her/their/its interest in the said property and the said building is impartable and he/she/they/it shall not be entitled at any time to demand partition of his/her/their interest in the said property and/or in the said building.
- (s) In case BEST/ MSEB / Reliance / Tata Power or any competent authority requires/demands construction of sub-station before supplying necessary electricity or domestic load to the proposed building, the cost charges and expenses thereof shall be borne and paid by all the Allottee/s in proportion to the area of their respective Flat / Units / Said flat/unit agreed to be acquired by them.
- (t) Until the said property together with the said building is leased as aforesaid, the Promoter will control the management of the said building, realization of outgoings and the disbursements of the payments to be made. The Allottee/s along with other flats/said flat/unit/parking space Allottee/s and/or the co-operative society and/or limited company and/or incorporated body will not have any objection to the aforesaid right of the Promoter.

62. The Allottee/s has assured further that this Agreement is subject to the following covenants made by the Allottee/s:

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- a) the Allottee/s have not been adjudicated as insolvent/bankrupt and/or be wound up or any such proceedings are not pending against the Allottee/s;
- b) no receiver and/or assignee and/or liquidator is appointed in relation to any of the Allottee/s assets/properties;
- c) none of the Allottee/s assets are subject matter of any attachment and/or the Allottee/s has not been served with any notice and/or no proceedings in regard of the Allottee/s are pending wherein the Allottee/s is a defending party;
- d) the Allottee/s has never been involved in any activity nor are any proceedings against him pending under the provisions of money laundering or foreign exchange violations/regulations;
- e) the Allottee/s has not compounded payment with his creditors and has not been convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence exceeding a period of six months;



63. The Promoter has informed to the Allottee/s and the Allottee/s is aware and confirm that:

- a) The development of the said Property is being carried out by the Promoter is under D. C. Regulation 33(10) read with Appendix IV.
- b) As per the scheme formulated by the State Government/SRA Only after completion of the entire development of the said Property, SRA will execute or caused to be executed, Lease in respect of the said Property in favour of the Society for a term of 30 years with a clause for renewal for further period of 30 years on the terms and conditions that may be approved by SRA.
- c) The Promoter will request MCGM/SRA to execute separate Deed of Lease in respect of the said Property, in favour of the society or any other Organization that may be formed by the Promoter along with Allottee/s of the said flat/unit in the building "Ruparel Palacio".
- d) Promoter shall solely be entitled to consume/utilize/grant/ generate any/all the sale component FSI/TDR/Fungible FSI/any other development potential that may be permitted under such LOI or any part of the said Property including the Sale Plot.
- e) Some of the commercial said flat/unit in the said Palacio Building will be provided to the existing eligible occupants, as and by way of Permanent Alternate Accommodation.
- f) The Promoter may at their option instead of utilizing Sale Component at situ, opt for grant of TDR in lieu of the Sale Component and the Allottee/s herein as well as other said flat/unit Allottee/s shall have no claim or demand of any nature whatsoever in respect thereof and Promoter shall be entitled to sell/transfer the TDR generated from the said Property and/or due to amalgamation of Scheme or otherwise in the open market and to receive and appropriate to themselves the sale proceeds in respect thereof.

The Allottee/s hereby agrees and consents to the same and grants his irrevocable consent to the Promoter to carry out the development as aforesaid. The Promoter has agreed to sell the said Flat/unit to the Allottee/s based on the aforesaid assurance Only.

64. Notwithstanding any other provisions of this Agreement the Promoter shall be entitled to, at the Promoter sole and absolute discretion:

- (a) to decide from time to time when and what sort of document of transfer should be executed in whose favour.

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to have a society and/or limited company and/or condominium and/or any other body or bodies of Allottee/s formed and constituted as contemplated herein.

have an exclusive, unfettered and unimpeachable right to sell, enter into any agreement with any persons as may be decided by them from time to time.



have a right to terminate this agreement for sale in the event of happening any one or more of the acts, deeds, things done or caused to be done by the said Allottee/s, if the Allottee/s is not co-operative or unwilling to follow or observe the policy formulated by the said Promoter for the said purpose and/or terms and conditions imposed by them from time to time for the better management of the project or anything done or caused to be done for any unlawful activities, gains or having any relation or connection with the organizations which has been banned by the Government of India or the State Government of Maharashtra as the case may be and/or propagating any message or information or things which may adversely affect the interest of the Promoter and/or persons associated with the Promoter still the final Deed of Lease, as the case may be, lease given by the Promoter to the society and/or limited company as may be formed or incorporated as contemplated herein.

- (e) to execute and/or cause to be executed Deed of Lease or other documents of transfer of the said building and/or buildings together with the said property i.e. land underneath the building and appurtenant land i.e. compulsory open space required under law in favour of such society and/or limited company and/or other associations as the case may be.
- (f) to decide and determine how and in what manner the infrastructure including the common utility areas and other recreational facilities to be used by the various flat Allottee/s may be transferred and/or conveyed/assigned/ leased.
- (g) to provide for and incorporate covenants, restrictions and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads if any.

65. The Promoter has created a charge in favour of Vistra ITCL Ltd. The Promoter may take further loan from any bank and/or other institutions for development of the said Property, the Promoter has/may create mortgage/charge over the Sale Plot including the said Flat/Unit and/or the cash flow of Flat/Unit to be constructed on the Sale Plot to secure loan/advance that may be lent or advanced by the Bank/Financial Institutions to the Promoter. In the event, such Bank/Financial Institutions impose any condition that the consideration required to be paid by the Allottee/s is to be deposited in a designated account than upon receipt of intimation from the Promoter, the Allottee/s will make all the payments by issuing cheque/pay orders as may be required by such Bank/Financial Institutions. Before offering possession of the said Flat/Unit and upon receipt of the entire consideration from the Allottee/s, it shall be the duty of the Promoter to obtain the requisite consent/NOC from such Bank/Financial Institutions releasing the charge in respect of the said Flat/Unit.

66. Promoter shall hereafter not mortgage or create a charge on the [flat/unit] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other

law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such [flat/unit].

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67. For any amount remaining unpaid by the Allottee/s under this Agreement, the Promoter shall have first lien and charge on the said Flat/unit agreed to be allotted to the Allottee/s.
68. This Agreement sets forth the entire agreement and understanding between the Promoter and the Allottee/s pertaining to the said flat and supersedes, cancels and merges
- (a) All agreements, negotiations, commitments writings between the Allottee/s and the Promoter prior to the date of execution of this Agreement.
- (b) All the representation, warranties commitments etc. made by the Promoter in or through any documents, brochures, hoarding etc. and /or through on any other medium.
69. The Allottee/s agrees that all information, documents, etc. exchanged to date and which may be exchanged including the contents of this Agreement and any documents executed in pursuance thereof ("**Confidential Information**") is confidential and proprietary and shall not be disclosed, reproduced, copied, disclosed to any third party or used otherwise without the prior written consent of the Promoter. The confidentiality obligations under this Clause shall survive even after handing over the possession of the said Flat/Unit and is legally binding on the Allottee/s and shall always be in full force and effect.
70. The Allottee/s shall not make any public announcement regarding this Agreement without prior consent of the Promoter.
71. Nothing contained hereinabove shall apply to any disclosure of Confidential Information if:-
- a) Such disclosure is required by law or requested by any statutory or regulatory or judicial/quasi-judicial authority or recognized self-regulating Organization or other recognized investment exchange having jurisdiction over the Parties; or
- b) Such disclosure is required in connection with any litigation; or
- c) Such information has entered the public domain other than by a breach of the Agreement.
- d) The Promoter shall not be bound by any such agreement, negotiations, commitments, writings, discussions, representations, warranties etc. and/or compliance thereof other than expressly agreed by the Promoter under this Agreement.
- e) The Allottee/s agrees and acknowledges that the sample flat that may be constructed by the Promoter and all furniture, items, electronic goods, amenities, etc. provided therein are Only the purpose of show casing that flat and the Promoter are not liable/required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the said sample flat, other than as expressly agreed by the Promoter under this Agreement;
- f) The Allottee/s agrees that his/her/their/its interest in the said property and the said building is impartable and he/she/they/it shall not be entitled at any time to demand partition of his/her/their interest in the said property and/or in the said building.
72. It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the project shall equally be applicable to and enforceable against any subsequent Allottee/s of the Flat/unit in case of a transfer, as the said obligations go along with the Flat/unit for all intents and purposes.



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73. The Allottee/s hereby agrees, undertakes and covenants with the Promoter / Promoter/s that neither he/she/they, nor the said Common Organization shall, at any time hereafter, limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by or granted to the Promoter / Promoter/s under this Agreement, or any other deed, document or writing that may be entered into and executed between the parties hereto or those of the Promoter / Promoter as mentioned herein, and the Allottee/s and the said Common Organization shall be bound and liable to render to the Promoter, all necessary assistance and co-operation, to enable it to exercise and avail of the same.

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It is expressly agreed that right of the Allottee/s under this Agreement is Only restricted to the said flat/unit agreed to be sold by the Promoter and agreed to be acquired by the Allottee/s and all the other said flat/unit and portion or portions of the said Building and the said Property shall be the sole property of the Promoter. The Promoter shall be entitled to develop and/or deal with the same in whatsoever manner they may deem fit and proper, without any reference, resource, consent or concurrence from the Allottee/s in any manner whatsoever. The Allottee/s do/doth hereby confirms and consents to the irrevocable right of the Promoter, to develop the said Property including the said Building known as "Ruparel Palacio, on the said Property, in whatsoever manner the Promoter may deem fit and proper without any further reference or other consent or concurrence in future upon transfer of the said land building to the said ultimate organization the Allottee/s will become Owner as contemplated under the RERA and/or Companies Act and/or condominium.

75. The Advocates and Solicitors of the Promoter shall prepare the Deed of Lease of land and transfer of Building and all other documents to be executed in pursuance of these presents as also the Bye-laws and/or the Memorandum and Article of Association in connection with the Co-operative Society or the Limited Company or the Condominium as the case may be and all costs, charges and expenses including stamp duty, registration charges and other expenses in connection with the preparation and execution of the Deed of Lease and other documents and the formation or registration or incorporation of the Said Organization shall be borne and paid by all the Allottee/s of the said Flat/unit in the said Property in proportion to the respective area of the respective Said flat/unit.

76. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said flat/unit or of the said Property and the said Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the said flat/unit hereby agreed to be sold to him/her/them. It is further agreed that all rights of ownership in all open spaces, parking spaces, lobbies, lifts, staircases, common terraces, etc. will remain the property of the Promoter, until the said Property and the said Building is leased to the said Common Organization as hereinabove mentioned, which in any case shall be subject to the rights of the Promoter as agreed to and specified herein and of the other Allottee/s of units and said flat/unit as herein stated.

77. The Allottee/s hereby agrees, undertakes and covenants with the Promoter that neither he/she/they, nor the said Common Organization shall, at any time hereafter, limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by or granted to the Promoter under this Agreement, or any other deed, document or writing that may be entered into and executed between the parties hereto, or those of the Promoter as mentioned herein, and the Allottee/s and the said Common Organization shall be bound and liable to render to the Promoter, all necessary assistance and co-operation, to enable it to exercise and avail of the same.

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78. Any delay tolerated or indulgence shown by the parties in enforcing the terms of this Agreement or any forbearance or giving of time to each other shall not be construed as a waiver on their part of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of parties.

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79. The Allottee/s shall present this Agreement for registration within the time prescribed by the Registration Act, 1908 and the Promoter shall attend the Office of the Sub-Registrar and admit the execution thereof.

80. It is expressly agreed by and between the Allottee/s and the Promoter that all and/or any notices to be served on the Allottee/s as contemplated by this Agreement shall be deemed to have been duly served if sent either by email or post to the Allottee/s. Under Certificate of Posting or have them delivered at:



NAME : (1) MR. VIRAL SHANTILAL DAVE, (2) MRS. GRISHMA VIRAL DAVE
(3) MRS. ARUNA SHANTILAL DAVE
EMAIL : vd@viraldave.com
ADDRESS : 403-Sargam, Off Sai Baba Nagar Road, Opp Pawar School, Kandivali
(West), Mumbai 400067.

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

82. The Allottee/s hereby agrees that in case there are joint-Allottee/s, all communications shall be sent by the Promoter to the Allottee/s whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Allottee/s.

83. The Allottee/s hereby declares that he has gone through this Agreement and all the documents related to the said Property and the said Flat/Unit and has expressly understood the contents, terms and conditions of the same and the Allottee/s after being fully satisfied has entered into this Agreement.

84. The Promoter shall not be responsible and/or liable for the consequences arising out of the change in law or changes in Municipal and other laws, rules, regulations etc.

85. This Agreement shall be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016, or any other modifications or re-enactments thereof that may be in force in the State of Maharashtra from time to time or the Maharashtra Flat/unit Ownership Act (Mah Act. No. XV of 1971) whichever may be adopted by the Promoter and the rules made there under.

86. The Allottee/s hereby declares that they have gone through the Agreement and all the documents related to the said Flat/unit purchased by him/her/them and has expressly understood the contents, terms and conditions of the same and the Allottee/s after being fully satisfied with the contents has entered into this agreement.

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87. The Stamp Duty and Registration charges payable on this Agreement and all the documents to be executed in pursuance to this agreement shall be borne and paid by the Allottee/s

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PROVIDED AND ALWAYS that if any dispute, difference or question at any time hereafter arises between the parties hereto or their respective representatives or between Allottee/s of other Said flat/unit in the Said Building and the Promoter in respect of the construction of these presents or concerning anything hereto contained or arising out of the said flat/unit or the rights liabilities or the duties of the said parties hereunder the same shall be referred to Arbitrators of two persons one to be appointed by the Allottee/s or all other Allottee/s together and one by the Promoter. The Arbitrators so appointed shall appoint before entering upon the reference, (a Chairman). The provisions of the Arbitration and Conciliation Act, 1996 shall apply to such reference. The language of Arbitration shall be English and the place for Arbitration shall be Mumbai.

89. This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said flat/unit/plot/building, as the case may be.

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

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

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

93. Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

94. The Allottee/s and/or Promoter shall present this Agreement as well as Deed of Lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

AMR

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95. The PAN Numbers of the Parties hereto are as under:

NAME
PROMOTER - M/s. Shree Siddhivinayak Infrastructure & Realty
ALLOTTEE/S- (1) MR. VIRAL SHANTILAL DAVE (2) MRS. GRISHMA VIRAL DAVE (3) MRS. ARUNA SHANTILAL DAVE



IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Description of "The said Property")

ALL THAT piece and parcel of land situate at Survey No 37, Hissa No 1 corresponding to C.T.S. No. 725 (Pt.) of Village Kandivali, Taluka Borivali totally admeasuring 2065 or thereabouts (as per the LOI dated 30th December, 2016), and lying, being and situate at Dr. Dindayal Pandit Chowk, Dahanukar Wadi New Link Road, Kandivali (W), Mumbai, in the final Development Plan of "R/South" Ward of Brihan Mumbai Municipal Corporation, within the Registration District of Mumbai and Mumbai Suburban-District, (hereinafter referred to as "THE SAID FIRST PROPERTY").

THE SECOND SCHEDULE ABOVE REFERRED TO :

(Description of "the said Premises")

Unit / Flat No. 4202, admeasuring 935 sq.ft. carpet area, on the proposed floor bearing no 42nd of the proposed sale building to be known as "RUPAREL PALACIO" to be constructed on the property more particularly described in the First Schedule hereinabove together with an exclusive right to use 1 (One) vehicle parking space provided as an amenity being part of the common area.

AMR

श्री अ. एस. दवे



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SIGNED AND DELIVERED BY THE)
WITHIN NAMED "THE PROMOTER")
M/S. SHREE SIDDHIVINAYAK)
INFRASTRUCTURE & REALTY)
through its Partner / Authorized Signatory)
MR. AMIT MAHENDRA RUPAREL)



Signature: _____
In the presence of: _____

1. 

2. 

SIGNED AND DELIVERED BY THE)
WITHIN NAMED "THE ALLOTTEE/S")
(1) MR. VIRAL SHANTILAL DAVE)



Signature: _____

(2) MRS. GRISHMA VIRAL DAVE



Signature: _____

(3) MRS. ARUNA SHANTILAL DAVE

Signature: अरुणा एस. दवे

In the presence of

1. 

2. 

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RECEIPT

RECEIVED the day and year first hereinabove written of and from the within named Allottee/s the total sum of Rs. 57,00,000/- (Rupees Fifty Seven Lakhs Only) as mentioned below:

Date	Bank	Cheque No	Amount
08-May-2023	HDFC Bank	000036	48,00,000
30-Apr-2023	M-Swipe	312015561594	5,00,000
30-Apr-2023	M-Swipe	312015563858	4,00,000
Total			57,00,000/-

बल - ६/
Rs. 57,00,000/-
We Say Received १०६५९५५१०५
For M/s. Shree Siddhivinayak २०२३
Infrastructure & Realty,

AMS
Partner / Authorized Signatory
(Promoter)



Palacio

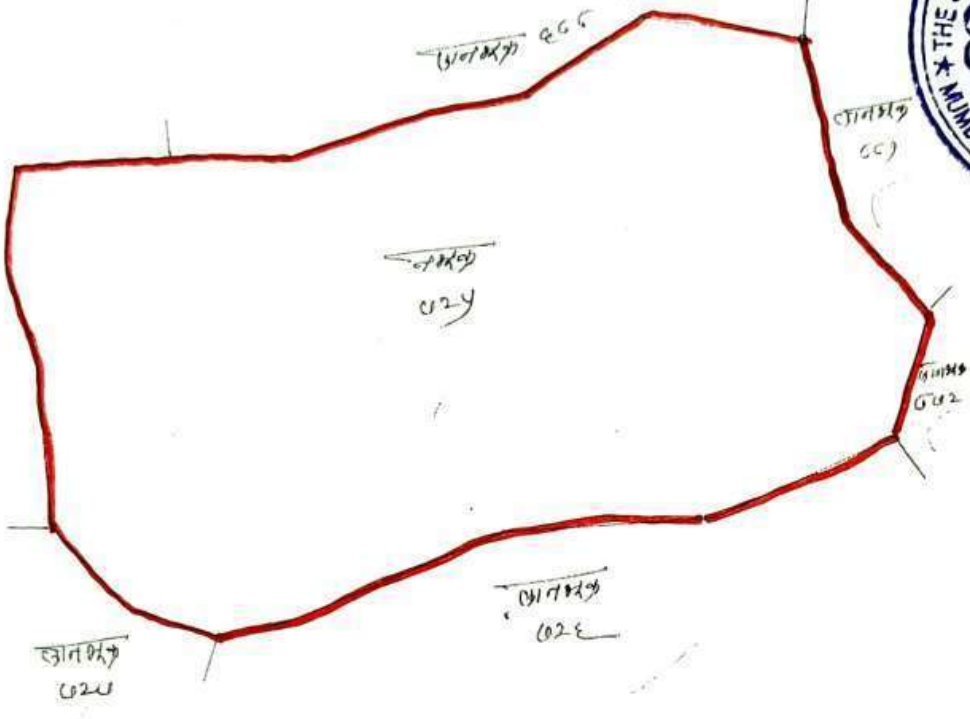
Annexure 'A'

दिनांक 25/09/2018
 भूमापन 25/09/2018
 आलेख क्र. 25/2018/33/33

व्या अर्जावरून नगर पुनर्विलोकन करून न. भू. क्र. 024

नंदी नदी

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 2023



अर्जा क्र. 9044
 अर्ज दाखल तारीख 25/09/18 एकूण नोंदी 1 नकाशा
 अर्ज तयार तारीख 25/09/18 नकलेचे शुल्क 1/-
 अर्ज दिव्याची तारीख -
 अर्ज तयार करणारा -
 अर्ज तयार करणाराचे पत्ता -
 प. क्र. 11/11/11 कागद शुल्क 1/-
 एकूण शुल्क 1/-



प्रमुख लिपिक
 नगर भूमापन अधिकारी
 बोरीवली

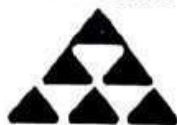
नगरपालिका नकाशा जातानेच अर्जातून दिव्याची दस्तऐवज असे बाहेर काढण्यात येऊन त्याची नोंद घेणे आवश्यक आहे.

नगर भूमापन अधिकारी / अर्ज तयार करणाराचे पत्ता द्यावे.

सत्य प्रतिलिपी
 नगर भूमापन अधिकारी
 बोरीवली

29 NOV 2018

Annexure 'B'



SLUM REHABILITATION AUTHORITY

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No.: SRA/ENG/2854/RS/ML/LOI

Date: 30 DEC 2018



1. **Lic. Surveyor** : Shri. Jitendra B. Patel
Of M/s. Aakar Architects & Consultants,
Gr. Floor, Satyanarayan Prasad Commercial
Centre, Dayaldas Road, Vile Parle East,
Mumbai 400 057.
2. **Developer** : M/s Shree Sidhhivinyak Infrastructure & Realty,
701- Center Plaza,
Shivaji Chowk, Daftary Road,
Malad (East), Mumbai - 400 097.
3. **Society** : Prasad Co-op. Hsg. Soc. (Prop.)".

Sub: Proposed S.R. Scheme on plot bearing CTS No. 725(pt.), Survey No. 37,
Hissa No.1, Village Kandivali, Taluka Borivali, Mumbai - 400 067 For
"Prasad Co-op. Hsg. Soc. (Prop.)".

Ref: SRA/ENG/2854/RS/ML/LOI

Gentleman,

With reference to the above mentioned Slum Rehabilitation Scheme and on the basis of documents submitted by applicant, this office is pleased to issue in principle approval to the scheme in the form of this **Letter of Intent (LOI)** subject to the following conditions.

1. This Letter of Intent is issued on the basis of plot area certified by the Architect and the Annexure - II issued by Competent Authority and other relevant documents.
2. This LOI is valid for the period of 3 (three) months from the date of issue. However, if IOA/CC are obtained for any one bldg. of the project then this LOI will remain valid till validity of IOA/CC.
3. The built up area for sale and rehabilitation shall be as per the following scheme parameters. In the event of change in area of plot, nos. of eligible huts etc. the parameters shall be revised from time to time.

The salient features of the scheme are as under:

No.	Particulars	In Sq.mt.
1	Plot area	2065.00
2	Less	
	Setback/DP Road	Nil
3	Balance Plot Area	2065.00
	Deduction for 15% RG	2065.00
	Net plot area	Nil
	Addition for FSI purpose	2065.00
	Setback/DP Road	
	area for FSI	Nil
8	Permissible FSI on Plot	2065.00
	Permissible BUA	3.00
10.	Rehabilitation BUA	6195.00
10.	Areas of Amenities including common passage	3046.08
11.	Rehabilitation Component	1604.86
12.	Sale Component	4652.18
13.	Total BUA permitted for project	4652.18
14.	Total FSI permitted for project	7699.50
15.	BUA permissible for Sale on plot	3.73
16.	Total BUA proposed to be consumed on slum plot	3148.92
17.	FSI in-situ	6195.00
		3.00

4. This LOI is issued on the basis of documents submitted by the applicant. If any of the document submitted by Architect / Developer / Society or Owner are proved fraudulent/misappropriated before the Competent Court/HPC and if directed by Competent Court /HPC to cancel the LOI, then the LOI is liable to be cancelled and concerned person/Society /Developer/Architect are liable for action under version provision of IPC 1860 and Indian Evidence Act, 1872.
5. Details of land ownership: -
 - a) As regards the ownership the same vest with MCGM.
6. Details to access: - The plot under reference is deriving access through 36.60 mt. wide Link Road.
7. Details of D.P. remarks: - As per D.P remarks the land under reference is situated in "Commercial Zone (C1)" and is not reserved for any public.
8. If the land is owned by Govt. or Public body the developer/ society shall pay premium at the rate of 25% as per Annual Schedule Rates (ASR) and as per the Govt. notification issued u/no. TPB/4308/897/CR-145/08/UD-11 of 16/04/2008 in respect of Slum Rehabilitation Scheme being undertaken on public land belonging to Govt./Municipal/MHADA and as per the stages as mentioned in the Govt. order u./no. झोपुणे 2008/प्र.क्र.236/ झोपसू-1 दिनांक-02/07/2010 and as per circular no. 114 dated 19/07/2010.

SRA/ENG/2854/RS/ML/LOI

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9. The Developer shall pay Rs. 40,000/- per tenement towards Maintenance Deposit and shall also pay Infrastructural Development Charges @ 560/- (Suburb)/ Rs. 840/- (City) per sq.mt.) to the Slum Rehabilitation Authority as per Circular no.7 dated 25/11/1997 as decided by the Authority.
10. The Developer shall hand over PAP tenements if any within three months after grant of OCC. The said PAP tenements as mentioned in salient features condition no.3 above be handed over to the Slum Rehabilitation Authority/MHADA/MCGM or any designated Govt. Authority for Project Affected Persons, each of carpet area 25.00 sq. mt. free of cost.

The PAP tenements shall be marked as a PAP tenement on front doors prominently. After completion of the building, PAP tenements shall be protected by the developer at his cost till handing over to the concerned authority by providing security guards etc.
11. The Amenity Tenements of Anganwadi as mentioned in salient features condition no.3 above shall be handed over to the Woman and Child Welfare Department, Government of Maharashtra as per Circular No. 129. Welfare Centre, Society Office as mentioned in salient features condition no.3 above shall be handed over to the slum dwellers society to use for specific purpose only, within 30 days from the date of issue of OCC of Rehab/Composite bldg. handing over / Taking over receipt shall be submitted to SRA by the developer.
12. The conditions if any mentioned in certified Annexure-II issued by the Competent Authority, it shall be complied and compliances thereof shall be submitted to this office in time.
13. The Developer shall rehabilitate all the additional hutment dwellers if declared eligible in future by the competent Authority, after amending plans wherever necessary or as may be directed.
14. The Developer shall submit various NOCs including that from MOEF as applicable from the concerned authorities in the office of Slum Rehabilitation Authority from time to time during the execution of the S.R. Scheme.
15. When the project land is on public land and the IOA is not obtained with in validation period of LOI then the developer is liable to pay compound interest at the rate 12% per Annum on balance amount of land premium payable as per Annual Schedule Rates at IOA stage and at the rate of 3% per Annum in same manner for Private Land.
16. If it is noticed regarding less land premium is charged then the difference in premium paid and calculated as per the revised land rate shall be paid by the developer as per policy.

SRA/ENG/2854/RS/ML/LOI

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17. The Developer shall complete the rehab component of project within the stipulated time period from the date of issue of CC to 1st rehab building as mentioned below: -

- | | |
|---------------------------------------|--------------|
| Plot area up to 4000 sq.mt. | → 36 months. |
| Plot area between 4001 to 7500 sq.mt. | → 60 months. |
| Plot area more than 7500 sq.mt. | → 72 months. |



In case of failure to complete the project within stipulated time period the extension be obtained from the CEO/SRA with valid reasons.

The Developer/Chief Promoter shall register society of all Eligible slum dwellers to be re-housed under Slum Rehabilitation Scheme before issue of CC. After finalizing the allotment of Project Affected Persons (PAP) by the Competent Authority they shall be accommodated as members of registered society.

19. The Developer, Architect shall submit the duly notarized Indemnity Bond on Rs.220/- non-judicial stamp papers indemnifying the Slum Rehabilitation Authority and its officers against any kind of dispute, accident on site, risks or any damages or claim arising out of any sort of litigation with the slum dwellers / property owners or any others before IOA in a prescribed format.
20. The Developer shall not block existing access/easement right leading to adjoining structures/users and shall make provision of adequate access to the adjoining land locked plot, if any, free of cost and the same shall be shown on layout plan to be submitted for approval on terms and conditions as may be decided by Slum Rehabilitation Authority.
21. A) The Society/Developer/Architect shall display the copy of approved LOI and list of Annexure-II on the notice board of Society and/or in the area at conspicuous place. The photo of such notices pasted shall be submitted to concern Ex. Engineer (SRA) within a period of two weeks from the date of this LOI.
- B) That Developer/society shall give wide publicity by way of advertisement in a prescribed format for the approval of S. R. scheme at least in one local Marathi newspaper in Marathi script & English newspaper in English script and copy of such newspapers shall be submitted to concern Ex. Engineer within two months from the date of LOI.
22. The IOA/Building plans will be approved in accordance with the modified Development Control Regulations and prevailing rules, policies and conditions at the time of approval.
23. If the land under this scheme is belonging to Govt./ MHADA/MCGM, the Public Authority is requested to grant NOC for the Slum Rehabilitation Scheme within a project period of 30 days from the date of intimation of this approval, else the provision of clause No. 2.8 of Appendix-IV of reg. 33 (10) of DCR -1991 are applicable.

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SRA/ENG/2854/RS/ML/LOI

24. The Arithmetical error/ typographical error if any revealed at any time shall be corrected on either side.
25. That proper safety measures like barricading, safety net etc. shall be taken on site during construction work as maybe necessary depending upon the type of work and the developer along with their concerned technical team shall be solely responsible for safety.
26. That you shall install CCTV Cameras with direct feed to SRA server on site as may be directed by I.T. Dept. SRA.



Additional LOI Conditions:

- 1) That you shall execute standard format of Individual agreement to be submitted to SRA as per Circular No. SRA/LA/DESK-1/T.L.2/450 dtd. 26/04/2016.
- 2) That you shall fix CCTV cameras on site in the building under construction with feed to SRA server as per the direction & specification of SRA.
- 3) As per the Circular No. 137 you shall pay charges of identity card of eligible slum dwellers/lottery.
- 4) As per the circular No. 138, you shall pay the Structural Audit Fees as per the SRA policy.
- 5) That you shall pay the non-refundable Legal charges as per office order u/no. SRA/LA/Office order/126/2016 dtd. 22/02/2016.
- 6) That you shall construct tenements in shear wall technology as per Circular No.154.
- 7) High Rise Building :
 - a. That you shall appoint Project Management Consultant with prior approval of Dy.Ch.Eng. (S.R.A.)/E.E. (S.R.A.) for implementation / supervision / completion of S.R. Scheme.
 - b. The Project Management Consultant appointed for the scheme shall submit quarterly progress report to Slum Rehabilitation Authority after issue of LOI.
 - c. That the developer shall execute tri-partite Registered agreement between Developer, Society & Lift Supplying Co. or maintenance firm for comprehensive maintenance of the electro mechanical systems such as water pumps, lifts, etc. for a period of ten years from the date of issue of Occupation Certificate to the Rehabilitation / Composite building.
Entire cost shall be borne by the developer and copy of the registered agreement shall be submitted to S.R.A for record before applying for Occupation Certificate including part O.C.

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d. The third party quality auditor shall be appointed for the scheme with prior approval of Dy. Ch. Eng. (S.R.A.) / E.E. (S.R.A.) for quality audit of the building work at various stages of the S.R. Scheme.

That the developer shall install firefighting system as per requirements of C.F.O. and to the satisfaction of this department. The developer shall execute tri-partite Registered agreement between Developer, Society & Fire Fighting equipment supplying Co. and/or maintenance firms for comprehensive maintenance for a period of ten years from the date of issue of occupation certificate to the building. Entire cost shall be borne by the developer and copy of the Registered agreement shall be submitted to S.R.A for record before applying for Occupation Certificate including part O.C.

That the structural design of buildings having height more than 24m shall be got peer reviewed from another registered structural engineer / educational institute.

- 8) That you shall submit and get Layout approved before granting plinth C.C to the Sale building in the layout.
- 9) That you shall submit registered undertaking from the Developer for not misusing stilt before granting C.C. to rehab building.
- 10) That you shall submit registered undertaking from the Developer for not misusing part terrace before granting Further C.C. to sale building.
- 11) That you shall submit registered undertaking from developer for handing over of fitness center to society free of cost before OCC.
- 12) That you shall submit N.O.C from CFO, NOC from E. E (T & C) and N.O.C from Ch. Eng. (M&E) of MCGM before granting further C.C. to Sale building.
- 13) That you shall pay labour cess of one percent of total cost of construction (excluding land cost) before granting Plinth C.C.

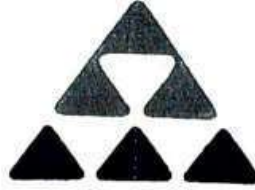
If applicant Society/Developer/Architect are agreeable to all these conditions, then may submit proposal for approval of plans separately for each building, in conformity with the modified D.C. Regulations of 1991 in the office of the undersigned within 90 days from receipt of this LOI.

Yours faithfully,


30/12/16
For Chief Executive Officer
Slum Rehabilitation Authority

(Hon. CEO(SRA) has signed the LOI on 08/12/2016)

Annexure 'C'



Issued
Sign KSP
20/12/16

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SLUM REHABILITATION AUTHORITY

Administrative Building, Pr. Ananat Kanekar Marg, Bandra (East), Mumbai - 400 051

Intimation of Approval under Sub regulation 2.3 of Appendix IV
of D.C.R. No. 33 (10) Dt. 15.10.97 for Brihanmumbai

No. SRA / ENG / ... 3829/RS/ML/AP 30 DEC 2016



To,

M/s. Shree Siddhivinayak Infrastructure & Realty,

25/253, Sarvodaya CHS., Ekta Nagar,
Mahavir Nagar, Link Road, Kandivali (West),
Mumbai-400 067.

With reference to your Notice, letter No. 2710 dated 23/12/2016 and delivered on 20/12/2016 and the plans, Sections, Specifications and Description and further particulars and details of your building at CTS No. 725(pt.), Survey No. 37, Hissa No. 1, village Kandivali, Taluka B rivali, Mumbai-400 067 for 'Prasad CHS. (Prop.)'.

furnished to me under your letter, dated 23/12/2016 I have to inform you that the proposal of construction of the building or work proposed to be erected or executed is hereby approved under section 45 of the Maharashtra Regional & Town Planning Act, 1966 as amended up-to-date, subject to the following conditions :

- A. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE COMMENCEMENT OF THE WORK UPTO PLINTH LEVEL
- A.1) That the Commencement Certificate us/. 44/69 (1) of the MR & TP Act, Shall be obtained before starting the proposed work.
 - A.2) That the compound shall be constructed, after getting the plot demarcated from the concerned authority, on all sides of the plot clear of the road side drain without obstructing the flow of rain water from the adjoining holding, to prove possession of holding before starting the work as per D.C. Regulation No. 38 (27)
 - A.3) That the structural Engineer shall be appointed, and the Supervision memo as per Appendix XI D.C. Regulation 5(3) (ix) shall be submitted by him.
 - A.4) That the Structural design and calculations for the proposed work accounting for system analysis as per relevant I.S. code along with plan shall be submitted before C.C.

Subject to your so modifying your intention as to comply the aforesaid mentioned conditions and meet by requirements. You will be at liberty to proceed with the said building or work at anytime before the

day of _____ 20 but not so as to contravene any of the provisions of the said Act as amended as aforesaid or any rule, regulations of bye-law made under that Act at the time

in force.	
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Your attention is drawn to the special Instructions and Notes accompanying this Intimation of Approval



[Signature]
[Signature]
 Executive Engineer, (S.R.A.)
S.E. (S.R.A.) A.E. (S.R.A.)
SPECIAL INSTRUCTIONS

IN CASE OF PRIVATE PLOTS THIS INTIMATION OF APPROVAL GIVES NO RIGHT TO BUILD UPON LAND WHICH IS NOT YOUR PROPERTY.

- (2) Under Section 151 & 152 of M.R & T.P. Act 1966, as amended the Chief Executive Officer, Slum Rehabilitation Authority has empowered the Chief Engineer (S.R.A.) / Executive Engineer (S.R.A.) to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the C.E.O. (S.R.A.) by section of the said Act.
- (3) Proposed date of commencement of work should be communicated to this office.
- (4) One more copy of the block plan should be submitted to the Collector, Mumbai / Mumbai Suburbs District as the case may be.
- (5) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector, Mumbai / Mumbai Suburban District before the work is started. The Non-agricultural assessment shall be paid at the rate that may be fixed by the Collector, under the Land Revenue Code and Rules thereunder.

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

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- (1) The work should not be started unless objections _____ are complied with.
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencement of the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained for any shed to be used as a store for constructional purposes, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional materials shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.
- (4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site for workers, before starting the work.
- (5) Water connection for constructional purposes will not be given until the hoarding is constructed and application is made to the Ward Officer of M.C.G.M. with the required deposit for the construction of carriage entrance, over the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer of M.C.G.M. or his representative in wards of M.C.G.M. atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presumed that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- (7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks, metal, sand, preps, debris etc. should not be deposited over footpaths or public street by the owner/architect/their contractors, etc. without obtaining prior permission from the Ward Officer of the area.
- (8) The work should not be started unless the compliance of abovesaid conditions is approved by this department.
- (9) No work should be started unless the structural design is submitted from LSE.
- (10) The work above plinth should not be started before the same is shown to this office Sub-Engineer (SRA) concerned and acknowledgement obtained from him regarding correctness of the open spaces dimension.
- (11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation of Greater Mumbai will require time to consider alternative site to avoid the excavation of the road and footpath.
- (12) All the terms and conditions of the approved layout/sub-division/Amalgamation under No. _____ should be adhered to and complied with.
- (13) No building/Drainage Completion Certificate will be accepted and water connection granted (except for the construction purposes) unless road is constructed to the satisfaction of the concerned Ex. Engineer of M.C.G.M. and as per the terms and conditions for sanction to the layout.
- (14) Recreation ground or amenity open space should be developed before submission of building Completion Certificate.
- (15) The access road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of concerned, Ex-Engineer of M.C.G.M. including asphaltting, lighting and drainage before submission of the building Completion Certificate.
- (16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- (17) The surrounding open spaces around the building should be consolidated in concrete having broken glass pieces at the rate of 0.125 cubic metres per 10 Sq.Mtrs below pavement.



(18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of the bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.

(19) No work should be started unless the existing structures or proposed to be demolished are demolished.

(20) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plans should not be taken up in hand unless the Chief Engineer (SRA) is satisfied with the following :

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(i) Specific plans in respect of evicting or rehousing the existing tenants on your plot stating their number and the area in occupation of each.

(ii) Specifically signed agreement between you and the existing tenants that they are willing to avail for the alternative accomodation in the proposed structure.

(iii) Plans showing the phase programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development Control Rules regarding open spaces, light and ventilation of existing structure.

(21) In case of additional floor no work should be started during monsoon which will give rise to water leakage and consequent nuisance to the tenants staying on the floor below.

(22) The bottom of the over head storage work above the finished level of the terrace shall not be more than 1 metre.

(23) The work should not be started above first floor level unless the No Objection Certificate from the Civii Aviation Authorities, where necessary, is obtained.

(24) It is to be understood that the foundations must be excavated down to hard soil.

(25) The positions of the nahanis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.

(26) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing from the Chief Executive Officer of Slum Rehabilitation Authority.

(27) All gully traps and open channel shall be provided with right fitting mosquito proof covers as per relevant !. S. specifications.

(28) No broken bottle should be fixed over boundary walls. The prohibition refers only to broken bottles & not to the use of plains glass for coping over compound wall.

(29) If the proposed addition is intended to be carried out on old foundations and structures, you will do so at your own risk.


30/12/18
S.E. (S.R.A.) A.E. (S.R.A.)

30/12/18
Executive Engineers, (S.R.A.)

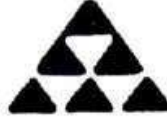
Copy Forwarded to

- 1) Architect / Lic. Service
- 2) Owner
- 3) Asstt. Munc. Comm. ('RIS') Ward
- 4) A.D.D.C.B.S.D./Sub. Divisional Officer
Tahsildar Officer B.S.D./Dy. Col (SRA)
- 5) Dy. Ch. E. (D.P) L.
- 6) A.E.W.W. 'RIS' Ward
- 7) A.A. & C. 'RIS' Ward


30/12/18
S.E. (S.R.A.) A.E. (S.R.A.)


30/12/18
Executive Engineer
Slum Rehabilitation Authority

Annexure - D



SLUM REHABILITATION AUTHORITY

No.: SRA/ENG/3828/RS/ML/AP

Date :

26 FEB 2018

बरल - ६ /		
१०६५९	६७	१०५
२०२३		



To,
Shri. Jitendra B. Patel
Of M/s Aakar Architects & Consultants,
Gr. Floor, Satyanarayan Prasad Commercial Centre,
Dayaldas Road, Vile Parle East,
Mumbai-400057.

Sub: Proposal for Amended plans for composite building of S. R. Scheme on plot bearing C. T. S. No. 725 (pt.) Survey No. 37. Hisse No. 01 of Village -Kandivali Taluka - Borivali, Mumbai - 400 067. For *Prasad SRA CHS. (Ltd.)

Ref.: Your letter received to this office on 18/01/2018.

Sir,

With reference to the above, the amended plans for Composite Building submitted by you are hereby approved by this office, subject to following conditions,

1. That the conditions of LOI u/no. SRA/ENG/2854/RS/ML/LOI dtd. 30/12/2016 shall be complied with.
2. That the conditions of IOA u/no. SRA/ENG/3828/RS/ML /AP dtd. 30/12/2016 shall be complied with.
3. That the revised drainage approval and drawing shall be obtained for proposed amended plans shall be submitted before asking CC to sale wing of composite bldg. u/r
4. That the Specific H.E.NOC shall be obtained for proposed amended plans before asking FCC to sale wing of composite bldg. u/r
5. That revised CFO NOC and Ex. Eng. (T & C) shall be obtained for proposed amended plans before asking FCC to sale wing of composite bldg. u/r
6. The Structural designs and the quality of material and workmanship shall be strictly as per conditions laid down in Regulation 45 of DCR 1991 amended up to date.

7. That the Reg. Undertaking shall be submitted Business Centre will not be misused and handing over to society free of cost before OCC

8. That Revised Structural Design and calculations shall be obtained for proposed amended plans before asking FCC to sale wing of composite

बरल - ६/	Proposed amended plans before asking FCC to sale wing of composite bldg. u/r
२०२३	२०२३

9. That Revised M&E shall be obtained for proposed amended plans before asking FCC to sale wing of composite bldg. u/r



Copy to:

1) Developer: - : M/s. Shree Siddhivinayak Infrastructure & Realty

For information, please.

Yours faithfully,

-sd/-

Executive Engineer-II
Slum Rehabilitation Authority

Pawar
22.2.18
Executive Engineer-II
Slum Rehabilitation Authority



SLUM REHABILITATION AUTHORITY

Annexure - 'D'

बरल - ६/		
१०६५९	६९	१०५
२०२३		

No.: SRA/ENG/3828/RS

Date: 7 MAY 2018



To,
Architect
Shri. Rahul Kamathi
Ruparel Iris, Plot No. 273,
SenapatiBapatMarg,
Matunga (W) Mumbai

Sub: Amended plans for proposed Composite Building under Slum Rehabilitation Scheme for C.T.S. No. 725 (pt.) of Village Kandivali, at Link Road, Kandivali (West) in R/S Ward for 'Prasad SRA CHS (Prop.)'

Ref.: Your letter received to this office on 02/05/2018.

Sir,


With reference to the above, the amended plans for Composite Building submitted by you are hereby approved by this office, subject to following conditions,

1. That the conditions of LOI u/no. SRA/ENG/2854/RS/ML/LOI dtd. 30/12/2016 shall be complied with.
2. That the conditions of IOA u/no. SRA/ENG/3828/RS/ML/AP dtd. 30/12/2016 & amended plan dtd. 26/02/2018 shall be complied with.
3. That the revised drainage approval and drawing shall be obtained for proposed amended plans shall be submitted before asking CC to sale wing of composite bldg. u/r
4. That revised Ex. Eng. (T & C) NOC shall be obtained for proposed amended plans before asking further CC to sale wing of Composite Bldg.
5. The Structural designs and the quality of material and workmanship shall be strictly as per conditions laid down in Regulation 45 of DCR 1991 amended up to date.

6. That Revised Structural Design and calculations shall be obtained for proposed amended plans before asking further CC to sale wing of Composite Bldg. u/r.

बदल - ६/Composite Bldg. u/r.		
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Yours faithfully,

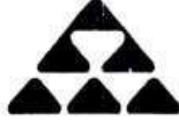

Executive Engineer-II
Slum Rehabilitation Authority



- Developer :- M/s.Siddhivinayak Infrastructure and Realty
1) The Assistant Commissioner "R/S" Ward, MCGM.
2) H.E. Dept. Of MCGM.
3) A. A. & C. "R/S" Ward.

For information, please.


17.5.18
Executive Engineer-II
Slum Rehabilitation Authority



SLUM REHABILITATION AUTHORITY

No.: SRA/ENG/3828

Date : 29 AUG 2023



To,
Architect
Shri. Rahul Kamathi
Ruparel Iris, Plot No. 273,
SenapatiBapatMarg,
Matunga (W) Mumbai

Sub: Amended plans for proposed Composite Building under Slum Rehabilitation Scheme for C.T.S. No. 725 (pt.) of Village Kandivali, at Link Road, Kandivali (West) in R/S Ward for 'Prasad SRA CHS (Prop.)'

Sir,

With reference to the above, the amended plans for Composite Building submitted by you are hereby approved by this office, subject to following conditions,

1. That the conditions of LOI u/no. SRA/ENG/2854/RS/ML/LOI dtd. 30/12/2016 shall be complied with.
2. That the conditions of IOA u/no. SRA/ENG/3828/RS/ML/AP dtd. 30/12/2016 & amended plan dtd. 26/02/2018 shall be complied with.
3. That the revised drainage approval and drawing shall be obtained for proposed amended plans shall be submitted before asking CC to sale wing of composite bldg. u/r
4. That the Revised NOC from Ex. Eng. (T &C) shall be submitted for proposed amended plans.
5. The structural designs and the quality of material and workmanship shall be strictly as per conditions laid down in DCPR, amended up to date.
6. That the Revised structural design and calculations shall be submitted as per last amended plans.
7. That the Revised CFO NOC shall be submitted, as per last amended plans.

8. That the Revised NOC from Dy. Ch. Eng. (M & E) shall be submitted for proposed amended plans.

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9. That you shall submit Environmental Clearance from Ministry of Environment & Forest (MOEF) as per the notification no. SO-1533 (E) dtd. 14-9-2006 for excess area beyond earlier NOC.



10. That the C.C shall be got re-endorsed as per last amended plans.

11. That the Layout shall be got approved as per last amended plans.

Yours faithfully,

Bowal 29.08.19

Executive Engineer-II
Slum Rehabilitation Authority



SLUM REHABILITATION AUTHORITY

No: SRA/ENG/3828/RS/ML/

Date:

Amendment - 'D3'
बदल - ६/
१०६५९ ०३ १०५
२०२३



To,
Architect
Shri. Rahul Kamathi
Ruparel Iris, Plot No. 273,
Senapati Bapat Marg,
Matunga (W) Mumbai

Sub: Amended plans for Proposed Composite Building under Slum Rehabilitation Scheme on plot bearing C.T.S. No. 725 (pt.) of Village Kandivali, at Link Road, Kandivali (West), in R/S Ward for 'Prasad SRA CHS (Prop.)'.

Ref.: Your letter received to this office on 11/03/2020

Sir,

By direction, the amended plans for Composite Building submitted by you are hereby approved by this office, subject to following conditions,

1. That the conditions of LOI u/no. SRA/ENG/2854/RS/ML/LOI dtd. 30/12/2016 & Revised LOI dtd. 27/08/2019 shall be complied with.
2. That the conditions of IOA u/no. SRA/ENG/3828/RS/ML/AP dtd. 30/12/2016 and Amended plans 29/08/2019 shall be complied with.
3. That the Revised drainage approval and drawing shall be obtained for proposed amended plans and shall be submitted before asking CC to Composite bldg. u/r
4. That you shall submit Revised Structural Design and calculations for proposed amended plans before asking further CC to Composite Bldg. u/r.
5. That the C.C shall be got Re-endorsed as per amended plans.
6. That the NOC from CFO shall be obtained for proposed amendments before asking CC of Bldg. under reference.

Yours faithfully,

[Signature]
13/03/2020
Executive Engineer-II
Slum Rehabilitation Authority

Copy to:

- 1) Developer:- M/s. Shree Sidhivinayak Infrastructure & Reality
- 2) The Assistant Commissioner "R/S" Ward, MCGM.
- 3) H.E. Dept. of MCGM.
- 4) A. A. & C. "R/S" Ward.

For information, please.

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Pawar 13/03/2020
Executive Engineer-II
Slum Rehabilitation Authority

Annexure - 'D4'



SLUM REHABILITATION AUTHORITY

No: SRA/ENG/3828

Date: 12 NOV 2021

बरल - ६ /		
१०६५९	७५	१०५
२०२३		



To,
Architect
Shri. Rahul Kamathi
Ruparel Iris, Plot No. 273,
Senapati Bapat Marg,
Matunga (W) Mumbai

Sub: Amended plans for Proposed Composite Building under Slum Rehabilitation Scheme on plot bearing C.T.S. No. 725 (pt.) of Village Kandivali, at Link Road, Kandivali (West), in R/S Ward for 'Prasad SRA CHS (Prop.)'.

Ref.: Your letter received to this office on 09/11/2021

Gentlemen,

There is no objection to carry out the work as per amended plans submitted by you vide your letter under reference subject to the following conditions:

1. That the conditions of LOI u/no. SRA/ENG/2854/RS/ML/LOI dtd. 30/12/2016 & Revised LOI dtd. 27/08/2019 shall be complied with.
2. That the conditions of IOA u/no. SRA/ENG/3828/RS/ML/AP dtd. 30/12/2016 and Amended plans 29/08/2019 & 13/03/2020 shall be complied with.
3. That the Revised drainage approval and drawing shall be obtained for proposed amended plans and shall be submitted before asking CC to Composite bldg. u/r.
4. That the C.C shall be got re-endorsed as per amended plans.
5. That the NOC from CFO shall be obtained for proposed amendments of Bldg. under reference.
6. That the Revised Drainage approval shall be submitted

7. That the certificate under section 270A of BMC Act shall be obtained from A.E.W.W-F/S ward and a certificate copy of the same shall be submitted to this office.

बालेनद/त of part OCC is returned herewith as taken of approval.

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Yours faithfully,

Pawar
Executive Engineer II
Slum Rehabilitation Authority



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/3828/RS/ML/AP
COMMENCEMENT CERTIFICATE

Annexure - E

बरल - ६/

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TO, **M/s. Shree Siddhivinayak Infrastructure & Real Estate**
25/253, Sarvodaya CHS, Ekta Nagar,
Mahavir Nagar, Link Road, Kandivali (W)
Mumbai- 400 067.

Sir,
With reference to your application No. 2711 dated 23/12/2016 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. -
C.T.S.No. C.T.S No. 725(pt), Survey No, 37, Hissa No.1, Village Kandivali
Taluka Borivali, Mumbai- 400 067.
For 'Prasad Chs' (prop)
of village Kandivali T.P.S. No. _____
ward R/S Situated at _____

The Commencement Certificate/Building Permit is granted subject to compliance of mentioned In LOI
U/R No. SRA/ENG/2854/RS/ML/LOI dt. 30/12/2016
IDAUR.No. SRA/ENG/3828/RS/ML/AP dt. 30/12/2016
and on following conditions.

1. The land vacated in consequence of endorsement of the setback line/road widening line shall form part of the Public Street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any reason until occupancy permission has been granted.
3. 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.
4. 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.
5. If construction is not commenced this Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act. 1966.
6. This Certificate is liable to be revoked by the C.E.O. (SRA) if :-
 - (a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
 - (b) Any of the condition subject to which the same is granted or any of the restrictions imposed by the C.E.O. (SRA) is contravened or not complied with.
 - (c) The C.E.O. (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.
7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The C.E.O. (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.

For and on behalf of Local Authority
The Slum Rehabilitation Authority

Executive Engineer (SRA)
FOR
CHIEF EXECUTIVE OFFICER
(SLUM REHABILITATION AUTHORITY)

SRA/ENG/3828/RS/ML/AP 25 APR 2018

This C.C. further extended for Rehab wing 'A' upto 7th floor & Sale wing 'B' up to plinth level as per last amended plans for composite Bldg. dated. 26/02/2018.



Pawar
24.4.18

Executive Engineer
Slum Rehabilitation Authority

SRA/ENG/3828/RS/ML/AP

19 JUN 2018



This C.C. is further extended full height for Rehab wing along with brick work & from 3rd (pt) to 18th (pt) upper floors RCC frame work only of Composite Bldg. as per last approved plan dated 17/05/2018.

Pawar
19.6.18

Executive Engineer
Slum Rehabilitation Authority

SRA/ENG/3828/RS/ML/AP

30 AUG 2019

This C.C. is re-endorsed as per last approved amended plans dtd. 29/08/2019.

Pawar
30.08.19

Executive Engineer
Slum Rehabilitation Authority

No. SRA/ENG/3828/RS/ML/AP

This C.C. is re-endorsed as per last approved amended plans dtd. 13/03/2020.

Pawar
13/3/2020

Executive Engineer
Slum Rehabilitation Authority

23 NOV 2021

This C.C is further extended upto 36th upper floors with brick & Masonry work and from 37th to 40th upper floors in form of R.C.C frame work only as per last approved amended plans dtd.12/11/2021.

Pranav
29.11.2021
Executive Engineer
Slum Rehabilitation Authority
90349 4E 904
2023



मालमत्ता पत्रक

विभाग/मोजे -- कांदिवली तालुका/न.भू.मा.का. -- न.भू.अ.बोरीवली

जिल्हा -



बंगल भूभाग/प्लॉट/फा. प्लॉ. नं.	शिट नंबर	प्लॉट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शासनाला दिल्या जाणाऱ्या क्षेत्राच्या बांधण्याचा तपशील आणि त्याच्या फेर तपसणीची नियत वेळ
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सुविधाधिकार		बरल - ह/ ९०६५९ ८० ९०५
हक्काचा मुळ धारक वर्ष	मुंबई महानगर पालिका.	२०२३



दिनांक	व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा भार (भा)
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२७/०७/२०१५ मा. जमाबंदी आयुक्त आणि संचालक भूमि अभिलेख (म.राज्य.) पुणे यांचेकडील परिपत्रक क्र.ना.भू.१/मि.प./अक्षरी नोंद/२०१५, पुणे दिनांक १६/०२/२०१५ व इकडील आदेश क्र.न.भू.कांदिवली /फ.क्र.८५१ दिनांक २७/०७/२०१५ अन्वये केवळ चौकशी नोंदवहीवरील क्षेत्र व मिळकत पत्रिकेवरील क्षेत्र मळात असलेले मिळकत पत्रिकेवर नमुद अंकी क्षेत्र अक्षरी तीन हजार चारशे सदतीस पुर्णांक एक दशांश चौ.मी. दाखल केले.

फेरफार क्र.८५१ प्रमाणे सही -
२७/०७/२०१५
न.भू.अ. बोरीवली

तपासणी करणारा - मजि क्र. **3024** मुंबई नोंदी/निळा: न.भू.अ.बोरीवली
- क्र. अर्ज दाखल तारीख १६/०७/२०१५ एकूण नोंदी/निळा: -
- क्र. तयार तारीख २२/०७/२०१५ नकलेचे शुल्क ८०/-
- क्र. दिल्याची तारीख -
- क्र. तयार करणार -
- क्र. तपासणार -
व भू. क्र. कागद शुल्क २/-
एकूण शुल्क ८२/-
२७ DEC 2015
महाराष्ट्र शासन
भूमापन अधिकारी
बोरीवली

and
प्रमुख लिपिक.
भूमापन अधिकारी
बोरीवली

Annexure - G



Sandeep Kumar Singh

M. Sc., LL

बरल - ए	Mob: 9167598501
9044	8600844972
B.	2023

ADVOCATE HIGH COURT

Office : Opp. Bandra Court, Suruchi Corner, Anant Kanekar Marg, Bandra (E), Mumbai - 400 080
E-mail: suruchicarner@gmail.com



SUPPLEMENTARY TITLE CERTIFICATE

TO WHOSOEVER IT MAY CONCERN

- A. I am issuing this Supplementary Title Certificate in continuation of my Title Certificate dated 9th October 2017 stating that the title of **M/S. SHREE SIDDHIVINAYAK INFRASTRUCTURE & REALTY**, a Partnership Firm, duly registered under the provisions of the Indian Partnership Act, 1932, having its administrative office at 1st Floor, Iris Bldg., Plot No. 273, Senapati Bapat Marg, Matunga Road (West), Mumbai - 400016, (hereinafter referred to as "**the FIRST DEVELOPER**"), to all that pieces and parcel of land or ground together with the structure standing thereon bearing Survey No 37, Hissa No. 1 corresponding to C.T.S. No. 725, admeasuring 3437.10 Sq. Yrds equivalent to 2873.85 Sq. Mtrs. or thereabouts (as per Property Card) and 2065 Sq. Mtrs. (as per LOI), of Village Kandivali, Taluka Borivali lying, being and situated at New Link Road, Kandivali (West), Mumbai 400067, in the Registration District and Sub District of Mumbai Suburban in the final Development Plan of "R" South Ward of Brihan Mumbai Municipal Corporation, within the Registration District of Mumbai and Mumbai Suburban-District, (hereinafter referred to as "**THE SAID FIRST PROPERTY**").
- B. Subsequent to the issuance of the above mentioned Title Certificate dated 9th October 2017 in respect of the said First Property, the First Developer and one (1) **RUPAREL INFRA & REALTY PRIVATE LIMITED**, (hereinafter referred to as "**the SECOND DEVELOPER**") who are developing property being all that piece and parcel of land bearing City Survey No.471 A (Pt.), admeasuring 7,987.95, sq. mtrs. or thereabouts corresponding to Survey No.157 and Survey No. 54/2 alongwith the structures standing thereon, of Kandivali Village, Borivali Taluka, within the Registration District and Sub-District of Mumbai Suburban District, lying, being and situate at Ganesh Nagar, Charkop Link Road, Kandivali (West), Mumbai 400067 within the limits of Municipal Corporation of Greater Mumbai, in the final Development Plan of "R/South" Ward of Brihan Mumbai Municipal Corporation, within the Registration District of Mumbai and Mumbai Suburban-District, (hereinafter referred to as "**THE SAID SECOND PROPERTY**") and (2) **M/S. SKODA CONSTRUCTION - GANESH NAGAR (REGD.)** (hereinafter referred to as "**the THIRD DEVELOPER**"), who are developing property being all that piece and parcel of land bearing City Survey No.471 A (Pt.), admeasuring 17,309.34 sq. mtrs. or thereabouts

Sandeep Kumar Singh

M. Sc., LL. B.

ADVOCATE HIGH COURTOffice : Opp. Bandra Court, Suruchi Corner, Anant Kanekar Marg, Bandra (E), Mumbai - 400 051.
E-mail: suruchnicarner@gmail.com

part of the total area admeasuring 2,73,552.9 sq. mtrs., corresponding to Survey No.157 and Survey No. 54/2 alongwith the structures standing thereon, of Kandivali Village, Taluka, within the Registration District and Sub- District of Mumbai Suburban District lying, being and situate at Ganesh Nagar, Link Road, Cross Jagdish Shetty Marg, Charkop, Kandivali (West), Mumbai 400067 within the limits of Municipal Corporation of Greater Mumbai, in the final Development Plan of "R/South" Ward of Brihan Mumbai Municipal Corporation, within the Registration District of Mumbai and Mumbai Suburban-District, (hereinafter referred to as "**THE SAID THIRD PROPERTY**") have, pursuant to changes in the Development Control Regulations and the government policy, jointly made an application to the Slum Rehabilitation Authority to club / amalgamate the First Property (i.e. Prasad Co-op. Hsg. (proposed) along with the said Second Property the said Third Property (i.e. Ganesh Nagar SRA Co-op. Hsg. Soc. (Prop) & Ors.) (hereinafter "the said First Property", "the said Second Property" and "the said Third Property" are jointly referred to as "**the CLUBBED PROPERTY**").

- C. Pursuant thereto the Slum Rehabilitation Authority has on 27th August, 2019 issued the Revised Letter of Intent ("**Revised LOI**") bearing No. (1) SRA/ENG/1499/RS/STGL/LOI and (2) SRA/ENG/2854/RS/ML/LOI granting its in principle approval to the scheme in the form of Revised LOI subject to the conditions set out therein thereby allowing clubbing of the said First Property, the sad Second Property and the said Third Property on the terms and conditions more particularly set out therein.
- D. The First Developers have submitted amended plans for approval to the Slum Rehabilitation Authority (SRA) which plans have been approved by SRA and following permissions have been issued by SRA the same are as under :
- (i) Revised IOA dated 29th August 2019 bearing No. SRA/ENG/3828/RS/ML/AP under Sub-Regulation 2.3 of Appendix – IV of DCR No 33 (10) dated 15/10/1997 of Brihanmumbai, in respect of the said Third Property being a Composite Building in favour of the First Developer.
 - (ii) Commencement Certificate dated 29th August, 2019, bearing No. RS/STGOVT/0013/20060721/AP/ (S1 to S3) respectively in respect of the said Composite Building in favour of the First Developer and the same may be further revised from time to time.



Sandeep Kumar Singh नरल - ६९: 8600844972

Mob.: 9167598501

M. Sc., LL. B.

ADVOCATE HIGH COURT

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Office : Opp. Bandra Court, Suruchi Corner, Anant Kanekar Marg, Bandra (E), Mumbai - 400 051.
E-mail: suruchicarner@gmail.com



- E. In view of the said First Property, the said Second Property and the said Third Property having been clubbed /amalgamated as aforesaid, further FSI/benefits are available which the First Developer, Second Developer and the said Third Developer are entitled to utilise as they may deem fit and proper.
- F. In the premises aforesaid the Developer namely **M/S. SHREE SIDDHIVINAYAK INFRASTRUCTURE & REALTY**, have absolute right to construct and develop the said First Property in terms of the Revised LOI, as set out therein, and deal with the premises constructed therein in the manner it deems fit and proper and appropriate the consideration arising therefrom.
- G. The name of the said proposed sale building/s to be constructed on the portion of the said First Property shall be known as "**RUPAREL PALACIO**" (hereinafter referred to "**THE SALE BUILDING**").
- H. After issuance of the Title Certificate dated 9th October, 2017, I have not issued any public notices in daily newspaper for inviting claims nor have I caused any further search to be carried out in the office of the Sub-Registrar of Assurances at Bombay, in respect of the said Clubbed Property
- I. In the premises **M/S. SHREE SIDDHIVINAYAK INFRASTRUCTURE & REALTY**, is entitled to the development rights in respect of the said First Property (which is clubbed with the said Second Property and Third Property) in terms of the Revised LOI and also entitled to utilise the FSI, benefits available in respect thereof, and also have a clear and marketable right free from all encumbrances in respect of development rights in respect thereof and are entitled to deal with the premises constructed therein in the manner as they may deem fit and proper, save and except the area to be provided for the Rehabilitation of the Slum Dwellers.

DATED THIS 18 DAY OF SEPTEMBER, 2019

Mr. Sandeep Kumar Singh

(Advocate)
SANDEEP KUMAR SINGH
M.Sc., LL. B.
ADVOCATE HIGH COURT,
Office : Opp. Bandra Court,
Suruchi Corner,
Anant Kanekar Marg, Bandra (E),
Mumbai - 400 051.

Annexure - G



Sandeep Kumar Singh

M. Sc., LL.B.

ADVOCATE HIGH COURT

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Off.: Lawyers Chamber, 2nd Floor, Bandra Court, Anant Kanekar Marg, Bandra (East), Mumbai - 400 051.

TO WHOMSOEVER IT MAY CONCERN



This is to certify that, I have for the purpose of investigating the title of **M/S SHREE SIDDHIVINAYAK INFRASTRUCTURE & REALTY**, a Partnership Firm, under the provisions of the Indian Partnership Act, 1932, having its registered address at 1, Ruparel Iris, Senapati Bapat Marg, Plot no 273, Matunga (W) Mumbai 400016 (hereinafter referred to as "the Developers"), to all that pieces and parcel of land or ground together with the structure standing thereon bearing Survey No 37, Hissa No. 1 corresponding to C.T.S. No. 725, admeasuring 3437.1 Sq. Yrds equivalent to 2873.85 sq. mtrs. or thereabouts as per property card and 2065 sq.mtrs. as per LOI, of Village Kandivali, Taluka Borivili lying, being and situated at New Link Road Kandivali (West), Mumbai 400067, in the Registration District and Sub District of Mumbai Suburban in the final Development Plan of "R" South Ward of Brihan Mumbai Municipal Corporation, within the Registration District of Mumbai and Mumbai Suburban-District, (hereinafter referred to as "THE SAID PROPERTY").

1. I have perused the Revenue Records viz certified copy of the 7/12 Extract in respect of the said Property shows the Extract of the property register card shows that the said Property admeasures 2873.85 sq. mtrs or thereabouts and is agricultural land, the name of Mumbai Municipal Industrial Estate, as "the Owner" of the said Property.
2. I have not issued any public notice for inviting any claims and/or objection in respect of the said Property.
3. The said Property, as per the Development Plan Remarks dated 29th November 2016, bearing Sr. No. CHE/1457037654/DP/WS/R, the Assistant Engineer, Development Plan, R/South Ward, states that there are no reservations on the said Property. It is further stated that the Slum Property falls in a Special Industrial Zone (I3). The said property as per the draft Development Plan (2034) Remarks dated 29th November 2016, bearing Sr. No. CHE/1992/DP.RevR, the Urban Planner, Development Plan, is shown under C-R (Commercial Residential Zone) and

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Sandeep Kumar Singh

M. Sc., LL. B.

Mob.: 9167598501

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ADVOCATE HIGH COURT



Office: Lawyers Chamber, 2nd Floor, Bandra Court, Anant Kanekar Marg, Bandra (East), Mumbai - 400 051.

Development is allowed as per Regulations 13.2 & 13.3 of draft GDCR 2034. There is also 99.60 mtrs road affecting the land.



The facts of the said Property are as under:-

- MUMBAI MUNICIPALITY INDUSTRIAL ESTATE ("MCGM") is the absolute owner of the land/Property under SRA Scheme/Provisions Survey No 37, Hissa No. 1 corresponding to C.T.S. No. 725, measuring 3437.1 Sq. Yrds equivalent to 2873.85 sq. mtrs. or thereabouts as per property card and 2065 sq.mtrs. as per LOI, of Village Kandivali, Taluka Borivili lying, being and situated at New Link Road Kandivali (West), Mumbai 400067, in the Registration District and Sub District of Mumbai Suburban in the final Development Plan of "R" South Ward of Brihan Mumbai Municipal Corporation, within the Registration District of Mumbai and Mumbai Suburban-District (hereinafter referred to as "the said PROPERTY").
- B. The said Property was declared as a census slum and photo pass has been issued by the concerned authority.
- C. The said Property is occupied by various Slum Dwellers/ Occupants who have formed a society namely "PRASAD CHS (PROPOSED)", having its registered address at CTS No 725, New Link Road Kandivali (West), Mumbai 400067 (hereinafter referred to as "THE SAID SLUM SOCIETY").
- D. The said Property was fully occupied by Slum Dwellers / Tenements / Encroachers / Hutments / Structures ("the Slum Tenements") occupied by various tenants / occupants / encroachers.
- E. By a Special General Body Resolution dated 12th September 2015, the said Slum Society interalia resolved that they have granted development rights in respect of the said Property to the Developers / Promoters herein.



Sandeep Kumar Singh

M. Sc., LL. B.

ADVOCATE HIGH COURT

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- F. Pursuant thereof the Slum dwellers / tenants / occupants / encroachers have given their irrevocable consent dated 6th October 2015 to the said Property to the Developers for developing the said Property and have executed necessary agreements with the Developers / Promoters.
- G. By a Development Agreement dated 6th October, 2015 (hereinafter referred to as "the Development Agreement"), made and entered into between the said Slum Society through its authorized committee members/office bearers (therein referred to as "the Managing Committee") of the One Part and the Developers / Promoters herein (therein referred to as "the Developers") of the Other Part and, the Slum Society interalia granted development rights in respect of the said Slum Property to the said Developers / Promoters, for the consideration and on the terms and conditions more particularly set out therein.
- H. Thereafter by an Irrevocable Power of Attorney dated 6th October, 2015 (hereinafter referred to as "the Power of Attorney") in favour of the Developers / Promoters herein interalia to obtain various statutory permissions, carry on construction / development works on the said property, to sell the premises to be constructed from the FSI / benefit available and to receive the consideration amount from the sale thereof and to do various acts, deeds, matters and things in respect of the said Property.
- I. The Slum Society has put the Developers in physical possession of the said Property for the development of the same.
- J. The Asstt. Commissioner, R/South Ward of Mumbai Municipal Corporation has on 27th October 2016 issued Annexure II and Supplementary Annexure II dated 13th December 2016 for redevelopment of the slum on the said Property and the list of Hutmen/slum dwellers of the Slum Society, declaring the eligible and non-eligible slum dwellers of the Slum Society.



Sandeep Kumar Singh

M. Sc., LL. B.

Mob.: 9167598501

☎: 8600844972

ADVOCATE HIGH COURT

Off.: Lawyers Chamber, 2nd Floor, Bandra Court, Anant Kanekar Marg, Bandra (East), Mumbai - 400 051.

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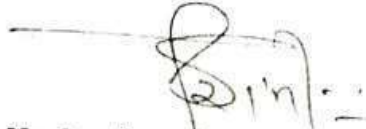
The Finance Controller of Slum Rehabilitation Authority has on 29th December 2016, bearing no. SRA / ACCT / ANNEXIII / CERT / 2588 / 2016 / 5035, issued the Annexure III and the same has been revised from time to time and the final revised Annexure III is setting out details of the SRA Scheme.



The Slum Rehabilitation Authority has on 13th December 2016 issued the Letter of Intent ("LOI") bearing No. SRA/ENG/2854/RS/ML/LOI, in respect of the said Property, on the terms and conditions more particularly set out therein.

- M. Thereafter, the Developers has obtained the Intimation of Approval ("IOA") dated 13th December 2016, bearing No. SRA/ENG/3829/RS/ML/AP, in respect of the Composite Building of the said Property.
5. In the premises the Developers i.e., the said M/S. SHREE SIDDHIVINAYAK INFRASTRUCTURE & REALTY are absolutely entitled to the development rights in respect of the said Property and also have a clear and marketable right free from all encumbrances in respect of the said Property in the manner as they may deem fit and proper.

Dated this 09TH day of October, 2017


Mr. Sandeep Kumar Singh
Advocate

SANDEEP KUMAR SINGH
M.Sc., LL. B.
ADVOCATE HIGH COURT
Office : Opp. Bandra Court
Suruchi Corner
Anant Kanekar Marg, I,
Mumbai - 400 051.

Annexure - H



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Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT
FORM 'C'
[See rule 6(a)]



This registration is granted under section 5 of the Act to the following project under project registration number
P51800013681
Project: **Ruparel Palacio Ph I**, Plot Bearing / CTS / Survey / Final Plot No.: **725 pt** at **Borivali, Borivali, Mumbai Suburban, 400067;**

1. **Shree Siddhivinayak Infrastructure & Realty** having its registered office / principal place of business at Tehsil: **Mumbai City, District: Mumbai City, Pin: 400016.**

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

- The promoter shall enter into an agreement for sale with the allottees;
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (l) of sub-section (2) of section 4 read with Rule 5;
- OR
- That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
- The Registration shall be valid for a period commencing from **23/10/2017** and ending with **30/12/2023** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
 - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
 - That the promoter shall take all the pending approvals from the competent authorities

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

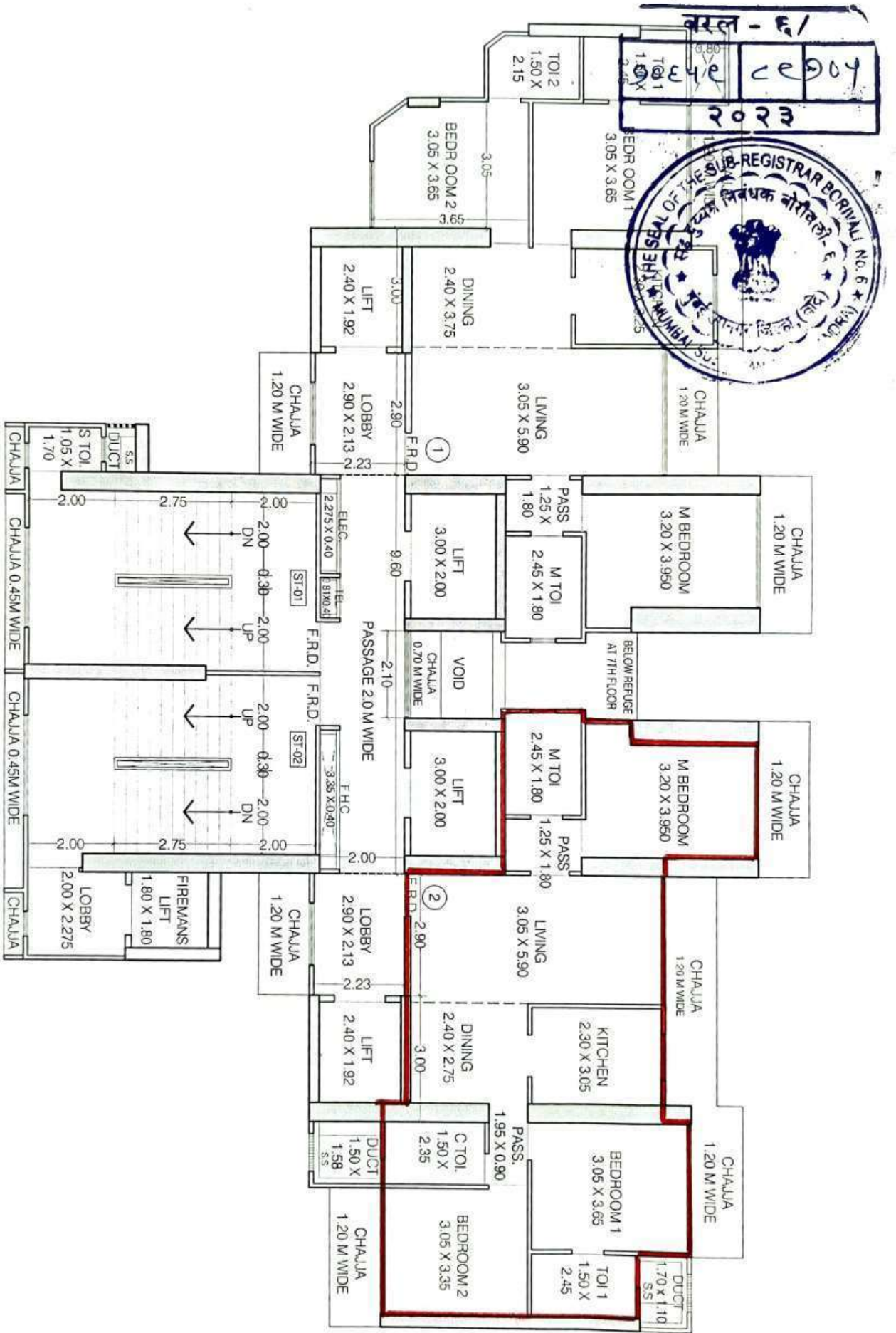
Signature valid
Digitally Signed by
Dr. Vasant Premanand Prabhu
(Secretary, MahaRERA)
Date: 09-09-2021 13:25:56

Dated: 09/09/2021

Place: Mumbai

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

ANNEXURE 'I'



42nd FLOOR PLAN

42nd

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ANNEXURE 'J'

COMMON AREA AND FACILITIES:

The stair-case, stair-case landing, stair-case entrance and lift common right of way, open space i.e. required land appurtant all surrounding of the buildings which is open to all including stilt parking portion, space for Society office which are commonly used by the flat/shop Allottee/s/members of the Society jointly and severally and maintained jointly.



OUTGOINGS :

1. Municipal Taxes, water charges, N.A. taxes, Electric charges, levies, cesses, charges levied or leviable by any local authorities, govt., company etc.
2. Expenses, charges etc, for day to day maintenance, repairs of building or in the property and maintenances of solar penalls, wind mill, battery backup etc. solar water heater penalls, fabricated structure lights in staircases, passages, common areas around the building stilt parking area backup lift, water-pumps, water heater solar system, water meter, common antenna etc.
3. Electric bills for lift, staircase, water pump, common open space, water bills etc.
4. Salaries of watchmen/chowkidars, sweepers, mali, lift operators, bill collectors, pump operator, supervisors etc.
5. Expenses, charges, duties, coats, deposits, etc. levied, charged, demanded by any agency govt., semi govt., private or any individual or company for providing/continuing/ upgrading services.
6. Insurance premiums if any.
7. The administrative expenses charges and fees of the Promoter including legal charges incidental to management, maintenance, repairs and preservation of the land and building.
8. In any circumstances, the maintenance, as above will be borne by the Allottee/s, whether possession is handed over by the Promoter or not.

Amk

अ. एस. दवे

ANNEXURE "K"

- All the rooms will have full French Windows.
- High reflective glass with veneer finish main door.
- Fully air-conditioned: AC in the living room (2 ton), 2 Master bedroom (1.5 ton), smaller bedroom (1 ton) – Mitsubishi or equivalent.
- Energy efficient light fixtures.
- 3-fixture bathrooms with hi-end fittings.
- Dado tiles up to door height.
- Branded kitchen fittings.
- Flooring details - In the Living area, passage, and all the bed rooms other than the master bedroom with the wooden flooring - Crema Botticino Imported Marble flooring or equivalent will be provided.

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Note: All Brands may be replaced by an equivalent or better brand, as decided by the project architect.

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घोषणापत्र

मी श्री. समीर अशोक खाडे याद्वारे घोषित करतो की, दुय्यम निबंधक बाबिली - 6 यांचे कार्यालयात करारनामा या शीर्षकाचा दस्त नोंदणीसाठी सादर करण्यास आली आहे. श्री सिद्धिविनायक इन्फ्रास्ट्रक्चर अँड रियल्टी चे भागीदार श्री. अमित महारुधरेल यांनी दिनांक.27-09-2021 रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीसाठी सादर केला आहे/ निष्पादीत करुन कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रदद केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही. किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रददबातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैद्य असून उपरोक्त कृती करण्यास मी पूणता: सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम, 1908 चे कलम 82 अन्वये शिक्षेस मी पात्र राहीन याची मला जाणीव आहे .

दिनांक 25/10/2023

ठिकाण A. मुंबई

कुलमुखत्यारपत्रधारकाचे नावं व सही



श्री समीर अशोक खाडे



Receipt of Document Handling Charges

PNR 2509202101057 Receipt date 28/09/2021

Received from Amit Ruparel, Mobile number: 00000000000, an amount of Rs. 240/- towards Document Handling Charges for the Document to be registered on Document No. 11194 dated 28/09/2021 at the Sub Registrar office Joint S.R. Mumbai City 2 of the District Mumbai District



Payment Details

Bank Name	Sbiepay	Payment Date	25/09/2021
Bank CIN	10004152021092500966	REF No.	2021268829529182
Debit No	2509202101057D	Debit Date	28/09/2021

This is computer generated receipt, hence the signature is required.



Handwritten notes in a box



Handwritten box with text: नरल - ६ / १०३५१०४ २०२३



SPECIAL POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, I, Mr. Amit Mahendra Ruparel, Indian Inhabitant, having address at Ruparel Irs, Plot No. 273, Senapati Bapat Marg, Matunga Road (West), Mumbai 400016; SEND GREETINGS:

A. WHEREAS I the owner / assignee of rights of immovable property being situated in and around Mumbai, Mumbai Suburban, New Mumbai, Thane, Pune and in some parts across India is entitled to develop, sell, transfer, convey the same. I am also holding various properties as Individual, Partner of various firms and Director of various Companies holding various properties.

B. AND WHEREAS I as the owner / assignee of rights of immovable properties is required to execute various documents such as Supplementary Agreement, Power of Attorneys, and any other documents, instruments, writings including all document related to develop, purchase, sale, transfer of the Land / Building / Shops / Flats / Units, etc.

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Handwritten signature: D. Acharya

C. AND WHEREAS I also execute various other documents such Development Agreement, Supplementary Agreement, Power of Attorneys, Hypothecation deed, Mortgage Deed, Share Purchase Agreement, Deed of Admission, Deed of Retirement, Indenture of Mortgage, Partnership Deed, Agreements for Sale, Agreements of Leave and License, Trust Deeds, deed of assignment, agreements to lease, lease deeds, deed of rectification, deed of modification, deed of cancellation, deeds of adherence, declarations, undertakings, agreements and any type/other documents, instruments, writings including all document related to develop, purchase, sale, transfer, the Land / Building/ Shops/ Flats/Units, etc.

D. AND WHEREAS on account of pre-occupation with work, I am unable to appear before the Sub-Registrar for admitting executed deeds and documents for registration.

E. AND WHEREAS I, therefore, propose to appoint 1) Mr. Sameer Ashok Khade and 2) Mr. Deepak Chikhale to do jointly and/or severally to be my true and lawful attorneys with full authority and power to appear before the Office of Sub-Registrar at relevant places across India to admit the execution of all the documents duly signed by me for registration.

NOW KNOW YOU ALL AND THESE PRESENTS WITNESSES that I Mr. Amit Mahendra Ruparel hereby appoint and constitute the said Mr. Sameer Khade and 2) Mr. Deepak Chikhale to do jointly and/or severally (herein after referred to as said "Attorneys") to be my true and lawful attorneys with full authority and power to do the following acts, deeds and things mentioned below, for me and on my behalf and in my name viz.

To present and lodge for registration in the Office of the Sub-Registrar of Insurance across various places in India or any registering authority appointed under the Indian Registration Act for the time being in force having jurisdiction in relation to the registration of any deeds, documents/s, undertakings, development Agreement, Supplementary Agreement, Power of Attorneys, Hypothecation deed, Mortgage Deed, Share Purchase Agreement, Deed of Admission, Deed of Retirement, Indenture of Mortgage, Partnership Deed, agreement/s for sale, agreement/s of leave and license, Trust Deeds, deed of assignment, agreement/s to lease, lease deeds, deed of rectification, deed of modification, deed of cancellation, deeds of adherence, declarations, agreements and any type/other documents, instruments, writings including all document related to purchase, sale, transfer, the Land / Building/ Shops/ Flats/ Units (hereinafter referred to as "the said documents") and to admit the execution of all the documents duly signed by me for registration and to do all

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acts, deeds, matters and things necessary for effectually registering and receiving back any of the said documents.

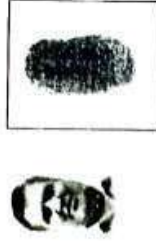
2. AND to do perform and execute all acts, deeds, matters, documents and things relating to the registration of the Deeds and for that purpose aforesaid amply and effectually to all intents and purposes as we could do in our proper person if these presents had not been made.

3. THIS POWER OF ATTORNEY is restricted to only for the limited purpose to admit the execution before the Sub-Registrar of Assurances within India. THIS POWER OF ATTORNEY is not for the execution of said Documents.

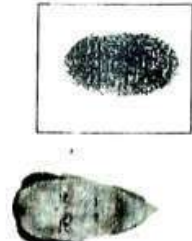
I, Mr. Amit Ruparel, hereby agree to ratify and confirm all acts and things lawfully done by the said Attorneys by exercise of the powers herein contained.

IN WITNESS WHEREOF, I, Mr. Amit Ruparel, have hereunto set and subscribed my hands to this document, at Mumbai this 27th day of September, 2021

SIGNED AND DELIVERED by the
Within named
Mr. Amit Ruparel



Signature
in the presence of
1. Sameer Khade
2. Deepak Chikhale



I/We Accept:
1) Mr. Sameer Khade



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Mr. Deepak Chikhale
Signature
in the presence of



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9. Attorneys



MTNL
MUMBAI SUBURBAN DISTRICT

GSTIN No: 27AAAC0888R123

Rate period: 01/09/2020 to 30/09/2020

Name and address: M/s. 2930071295
MUMBAI, MTR MUMBAI
MUMBAI, MTR MUMBAI
MUMBAI, MTR MUMBAI
MUMBAI, MTR MUMBAI
MUMBAI, MTR MUMBAI

Bill No: 24978668
Date: 24/09/2020
Invoice No: 24978668

Bill To: M/s. 2930071295
Address: MUMBAI, MTR MUMBAI
MUMBAI, MTR MUMBAI
MUMBAI, MTR MUMBAI
MUMBAI, MTR MUMBAI

Particulars	Rate	Qty	Amount	HSN Code
24978668	249	0	0	27
249	249	0	0	27

Particulars	Rate	Qty	Amount
249	249	0	0
249	249	0	0

BILLBOX PRABHADEVI RECEIVED



460 GB Data @ 6Mbps
Unlimited thereafter @ 1Mbps
300 Free calls
Broadband plan
RS 100



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STAY HOME
STAY SAFE
MTNL Online
New Services
Recharge
Payment
Complaints
VIRAT

GRN	MH0005792/000212/P	BARCODE	Date	25/09/2023 14:03:31	Form ID	48(1)
Department	Inspector General Of Registration	Payer Details				
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)				
Office Name	RRE3_J1 SUB REGISTRAR MUMBAI CITY-3	PAN No (If Applicable)	MAGP000306			
Location	MUMBAI	Full Name	Amit Mahendra Ruparel			
Year	2021-2022 Dec Term	Flat/Block No.				
Account Head Details	Amount In Rs	Premises/Building				
603042591 Stamp Duty	500.00	Road/Street				
603050301 Registration Fee	100.00	Area/Locality	Mumbai			
		Town/City/District				
		Pin	400001			
		Remarks (If Any)	Second Payment Sambaer Khadi and Deodak Chikale			
		Amount In	600.00			
		Words	Six Hundred Rupees Only			
Payment Details	STATE BANK OF INDIA	FOR USE IN RECEIVING BANK				
Cheque/DD Details	Bank CIN	Ref No	10000692021092501002			539600034113
	Bank Date	RBI Date	25/09/2023-14:04:02			Not Verified with RBI
	Bank Branch	STATE BANK OF INDIA				
	Scoll No. Date	Not Verified with Scoll				
	Debitment No.	0003190348202311183				
	Remarks	बचत - २				
		२०२३				

बचत - ६/

२०२३

६००.००

६००.००

६००.००

THE SEAL OF THE SUB-REGISTRAR MUMBAI CITY-3

मुंबई उपनगर जिल्हा (वा.व.)

THE SEAL OF THE JOINT REGISTRAR MUMBAI CITY-II

मुंबई उपनगर जिल्हा (वा.व.)

२०२३

भारत सरकार
Government of India

9223 9634 8376

आधार - सामान्य माणसाचा अधिकार

भारत सरकार
Unique Identification Authority of India
Government of India

आधार क्रमांक: 9223 9634 8376

4389 6105 8832

आधार - सामान्य माणसाचा अधिकार

भारत सरकार
Unique Identification Authority of India
Government of India

आधार क्रमांक: 4389 6105 8832



बचत - २/२

२०२३

भारत सरकार
Unique Identification Authority of India

9223 9634 8376

31/09/2021 11:16
शुक्रवार, 28 फ़रवरी 2021 11:16

दस्तावेज संख्या-1

पृष्ठ 2
दस्तावेज संख्या: 1194/2021

दस्तावेज संख्या: 5001

मूल्य: ₹ 00

दस्तावेज संख्या: 5001

दस्तावेज संख्या: 1194/2021

दस्तावेज संख्या: 1194/2021

मूल्य: ₹ 100.00

दस्तावेज संख्या: 240.00

दस्तावेज संख्या: 12

मूल्य: 340.00

दस्तावेज संख्या: 128/09/2021/11
दिनांक: 28/09/2021 10:12 AM

महाराष्ट्र राज्य न्यायालय
मुंबई उपनगर जिल्हा, मुंबई

मुंबई शहर क. २
मुंबई उपनगर जिल्हा, मुंबई

पुस्तिका संख्या: १०६५९९८७५५
२०२३



बरल - ६/
१०६५९९८७५५
२०२३



28/09/2021 11:18:49 AM

दस्तावेज संख्या-2

पृष्ठ 2
दस्तावेज संख्या: 1194/2021

दस्तावेज संख्या: 5001

मूल्य: ₹ 00

दस्तावेज संख्या: 5001

दस्तावेज संख्या: 1194/2021

दस्तावेज संख्या: 1194/2021

मूल्य: ₹ 100.00

दस्तावेज संख्या: 240.00

दस्तावेज संख्या: 12

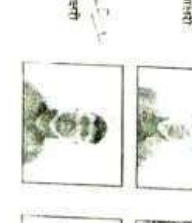
मूल्य: 340.00

दस्तावेज संख्या: 128/09/2021/11
दिनांक: 28/09/2021 11:18:02 AM

महाराष्ट्र राज्य न्यायालय
मुंबई उपनगर जिल्हा, मुंबई

मुंबई शहर क. २
मुंबई उपनगर जिल्हा, मुंबई

पुस्तिका संख्या: १०६५९९८७५५
२०२३



बरल - ६/
१०६५९९८७५५
२०२३



दस्तावेज संख्या: 5001

मूल्य: ₹ 00

दस्तावेज संख्या: 5001

दस्तावेज संख्या: 1194/2021

दस्तावेज संख्या: 1194/2021

मूल्य: ₹ 100.00

दस्तावेज संख्या: 240.00

दस्तावेज संख्या: 12

मूल्य: 340.00

दस्तावेज संख्या: 128/09/2021/11
दिनांक: 28/09/2021 11:18:41 AM

महाराष्ट्र राज्य न्यायालय
मुंबई उपनगर जिल्हा, मुंबई

मुंबई शहर क. २
मुंबई उपनगर जिल्हा, मुंबई

पुस्तिका संख्या: १०६५९९८७५५
२०२३



बरल - ६/
१०६५९९८७५५
२०२३



Payment Details						
Sr	Purchaser Type	Verification no/Vendor	GRN/Licence	Amount	Used AI	Debase Number Debase Date
1	Mahendra Ruparel Amit	10006502021092501002	MH006679270202122P	500.00	SD	0003199348202122 28/09/2021
2	Manojda Ruparel Amit		MH006679270202122P	100	RF	0003199348202122 28/09/2021
3	DHC		2509202101057	240	RF	2509202101057D 28/09/2021

[SD=Stamp Duty] [RF=Registration Fee] [DHC: Document Handling Charges]

11/194 /2021

- Know Your Rights as Registrants
1. Verify Scanned Document for correctness through thumbnail (4 pages on a tab) provided after scanning.
 2. Get print immediately after registration.
- For feedback, please write to us at feedback.naraol@gmail.com

बयई - १२
११/१२/१२
२०२१



बयल - ६/
१०६५९९९११५
२०२३



SELLER

बल - ६/
१०६५९१००१०५
२०२३

आयकर विभाग
INCOME TAX DEPARTMENT
SHREE SIDDHIVINAYAK
INFRASTRUCTURE & REALTY
08/12/2010
Permanent Account Number
ABVFS5422N

भारत सरकार
GOVT. OF INDIA

आयकर विभाग
INCOME TAX DEPARTMENT
AMIT MAHENDRA RUPAREL
MAHENDRA KARSANDAS RUPAREL
27/02/1974
Permanent Account Number
AAOPR0380E
Signature

भारत सरकार
GOVT. OF INDIA



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

SAMEER KHADE
ASHOK SHANKAR KHADE
15/06/1981
Permanent Account Number
ASQPK7630N

Signature

Signature

Purchaser

आयकर विभाग
INCOME TAX DEPARTMENT
MR VIRAL SHANTILAL DAVE
SHANTILAL HIMATRAM DAVE
23/06/1979
Permanent Account Number
AFTPD0111R

Signature

आयकर विभाग
INCOME TAX DEPARTMENT
GRISHMA VIRAL DAVE
HATVAR JAISHANKAR TRIVEDI
25/11/1979
Permanent Account Number
ABRPT0041N

Signature

आयकर विभाग
INCOME TAX DEPARTMENT
ARUNA SHANTILAL DAVE
PARASRAM NANDRAM VYAS
01/11/1959
Permanent Account Number
AVUPD1732D
Signature

अरुणा तल. दवे

करल - ६ /
१०६५९ १०९ १०५
२०२३




RUPAREL
REALTY

Ruparel Iris, Plot No. 273, Next to Agmark Laboratory,
Senapati Bapat Marg, Matunga Road (W),
Mumbai - 400 016, Tel / Fax : +91 22 2439 1100




Name : Dipak More
Emp. Code : DDR254


Authorized Signatory


B

बरल - ६/		
१०६५९	१०२	१०५
२०२३		





RUPAREL
REALTY


Ruparel Iris, Plot No. 273, Next to Agmark Laboratory,
Senapati Bapat Marg, Matunga Road (W),
Mumbai-400 016, Tel / Fax : +91 22 2439 1100




Name : Ajay More
Emp. Code : DDR473


Authorized Signatory


Ajay


RUPAREL
REALTY

Ruparel Iris, Plot No. 273, Next to Agmark Laboratory,
Senapati Bapat Marg, Matunga Road (W),
Mumbai-400 016, Tel / Fax : +91 22 2439 1100



Name : Prakash Kadam
Department : Registration
Emp. Code : DDR386


Authorized Signatory

बरल - ६/		
९०६५८	१०३	१०५
२०२३		



389/10659

गुरुवार, 25 मे 2023 5:46 म.नं.

दस्त गोषवारा भाग-1

वरल-6

दस्त क्रमांक: 10659/2023

दस्त क्रमांक: वरल-6 /10659/2023

वाजार मुल्य: रु. 1,69,58,974/-

मोबदला: रु. 2,24,27,334/-

भरलेले मुद्रांक शुल्क: रु.13,45,700/-

दु. नि. मह. दु. नि. वरल-6 यांचे कार्यालयात

पावती:12102

पावती दिनांक: 25/05/2023

अ. क्रं. 10659 वर दि.25-05-2023

सादरकरणाचे नाव: विरल शांतीलाल दवे

गोजी 5:41 म.नं. वा. हजर केला.

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2100.00

पृष्ठांची संख्या: 105

दस्त हजर करणाऱ्याची मही:

एकुण: 32100.00

सह. दुय्यम निबंधक, बोरिवली क्र. ६,
मुंबई उपनगर जिल्हा.सह. दुय्यम निबंधक, बोरिवली क्र. ६,
मुंबई उपनगर जिल्हा.

दस्ताचा प्रकार: करगरनामा

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का क्रं. 1 25 / 05 / 2023 05 : 41 : 37 PM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 25 / 05 / 2023 05 : 43 : 57 PM ची वेळ: (फी)

वरल - ६/
९०६५९ ९०४ ९०५
२०२३

प्रतिज्ञापत्र

• सदर दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीस दाखल केलेला आहे. • यातील संपूर्ण मजकूर, निष्पादक व्यक्ती, साक्षीदार व सोबत जोडलेले कागदपत्रे सत्य असली आहे. • दस्ताची सत्यता, वैधता कायदेशीर बाबी: • नोंदणीधारक हे संपूर्णपणे जबाबदार राहतील.

लिहून देणारे :

लिहून घेणारे :



25/05/2023 6 07:16 PM

दस्त गोपवारा भाग-2

बरल-6

दस्त क्रमांक:10659/2023

दस्त क्रमांक :बरल-6/10659/2023

दस्ताचा प्रकार :-करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:श्री सिद्धिविनायक इंफ्रास्ट्रक्चर अँड रियल्टीचे भागीदार श्री. अमित महेंद्र रुपारेल यांच्या वतीने कुलमुखत्यार श्री. समीर अशोक खाडे पत्ता:प्लॉट नं: ऑफिस, माळा नं: पहिला मजला, इमारतीचे नाव: रुपारेल आयरिस, ब्लॉक नं: माटुंगा रोड पश्चिम, रोड नं: प्लॉट नं 273,सेनापती बापट मार्ग, महाराष्ट्र, मुंबई. पॅन नंबर:ABVFS5422N	लिहून देणार वय :-42 स्वाक्षरी:		
2	नाव:विरल शांतीलाल दवे पत्ता:प्लॉट नं: 403, माळा नं: -, इमारतीचे नाव: सरगम, ब्लॉक नं: कांदिवली पश्चिम, मुंबई, रोड नं: साई बाबा नगर रोड च्या पुढे, पवार स्कूल समोर, महाराष्ट्र, मुंबई. पॅन नंबर:AFTPD0111R	लिहून घेणार वय :-43 स्वाक्षरी:-		
3	नाव:श्रीशमा विरल दवे पत्ता:प्लॉट नं: 403, माळा नं: -, इमारतीचे नाव: सरगम, ब्लॉक नं: कांदिवली पश्चिम, मुंबई, रोड नं: साई बाबा नगर रोड च्या पुढे, पवार स्कूल समोर, महाराष्ट्र, मुंबई. पॅन नंबर:ABHPT0041N	लिहून घेणार वय :-43 स्वाक्षरी:-		
4	नाव:अरुणा शांतीलाल दवे पत्ता:प्लॉट नं: 403, माळा नं: -, इमारतीचे नाव: सरगम, ब्लॉक नं: कांदिवली पश्चिम, मुंबई, रोड नं: साई बाबा नगर रोड च्या पुढे, पवार स्कूल समोर, महाराष्ट्र, मुंबई. पॅन नंबर:AVUPD1732D	लिहून घेणार वय :-63 स्वाक्षरी:-		

अरुणा दवे

वरील दस्तऐवज करून देणार तथाकथीत करारनामा दस्तऐवज करून देणार करितात.

शिक्का क्र.3 ची वेळ:25 / 05 / 2023 06 : 04 : 00 बरल - ६/

ओळख:-
खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यांना व्यक्तीस ओळखतात, त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव:अजय मोरे -- वय:21 पत्ता:रुपारेल आयरिस, माटुंगा रोड पश्चिम मुंबई पिन कोड:400016		
2	नाव:दिपक मोरे -- वय:26 पत्ता:रुपारेल आयरिस, माटुंगा रोड पश्चिम मुंबई पिन कोड:400016		



प्रमाणित करपेत येते की, हा दस्तामध्ये एकूण 904 पाने आहेत. पुस्तक क्र. १/बरल-६/904YE-2023 वर नोंदला, दिनांक 25 MAY 2023

शिक्का क्र.4 ची वेळ:25 / 05 / 2023 06 : 04 : 41 PM

शिक्का क्र.5 ची वेळ:25 / 05 / 2023 06 : 05 : 09 PM नोंदणी पुस्तक 1 मध्ये

सह. दुय्यम निबंधक, बोरिवली क्र. ६,

मुंबई उपनगर जिल्हा.

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Reface Number	Reface Date
1	Shree Siddhivinayak Infrastructure And Realty	eChallan	69103332023052512805	MH002574558202324E	1345700.00	SD	0001371111202324	25/05/2023
2		DHC		2405202316762	100	RF	2405202316762D	25/05/2023
3		DHC		2405202316666	2000	RF	2405202316666D	25/05/2023
4	Shree Siddhivinayak Infrastructure And Realty	eChallan		MH002574558202324E	30000	RF	0001371111202324	25/05/2023

(SD:Stamp Duty) [RF:Registration Fee] [DHC: Document Handling Charges]

DATED THIS ____ DAY OF _____ 2023

BETWEEN

M/S. SHREE SIDDHIVINAYAK
INFRASTRUCTURE & REALTY
... PROMOTER

AND

- (1) MR. VIRAL SHANTILAL DAVE,
- (2) MRS. GRISHMA VIRAL DAVE And
- (3) MRS. ARUNA SHANTILAL DAVE

... ALLOTTEE/S

Sum
852
25-5-23

AGREEMENT FOR SALE OF PREMISES Unit / Flat
BEARING NO. 4202 ON 42nd FLOOR IN RUPAREL
PALACIO
