

318/6540

Tuesday, October 03, 2023  
6:27 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 8855 दिनांक: 03/10/2023

गावाचे नाव: फोटे

दस्तावेजाचा अनुक्रमांक: बबई-1-6540-2023

दस्तावेजाचा प्रकार : ऑफ़ीस टू सेल

सादर करणाऱ्याचे नाव: फ्रांसिस डिसोजा...

नोंदणी फी

दस्त हाताळणी फी

पृथांची संख्या: 125

रु. 30000.00

रु. 25000.00

एकूण:

रु. 32500.00

दुय्यम निबंधक, मुंबई-1

बाजार सुल्य: रु. 17996579.45 /-

मोबदला रु. 20100000/-

भरलेले मुद्रांक शुल्क : रु. 1206000/-

1) देयकाचा प्रकार: DHC रकम: रु. 1900/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1023035912946 दिनांक: 03/10/2023

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रकम: रु. 600/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0408202307012 दिनांक: 03/10/2023

बँकेचे नाव व पत्ता:

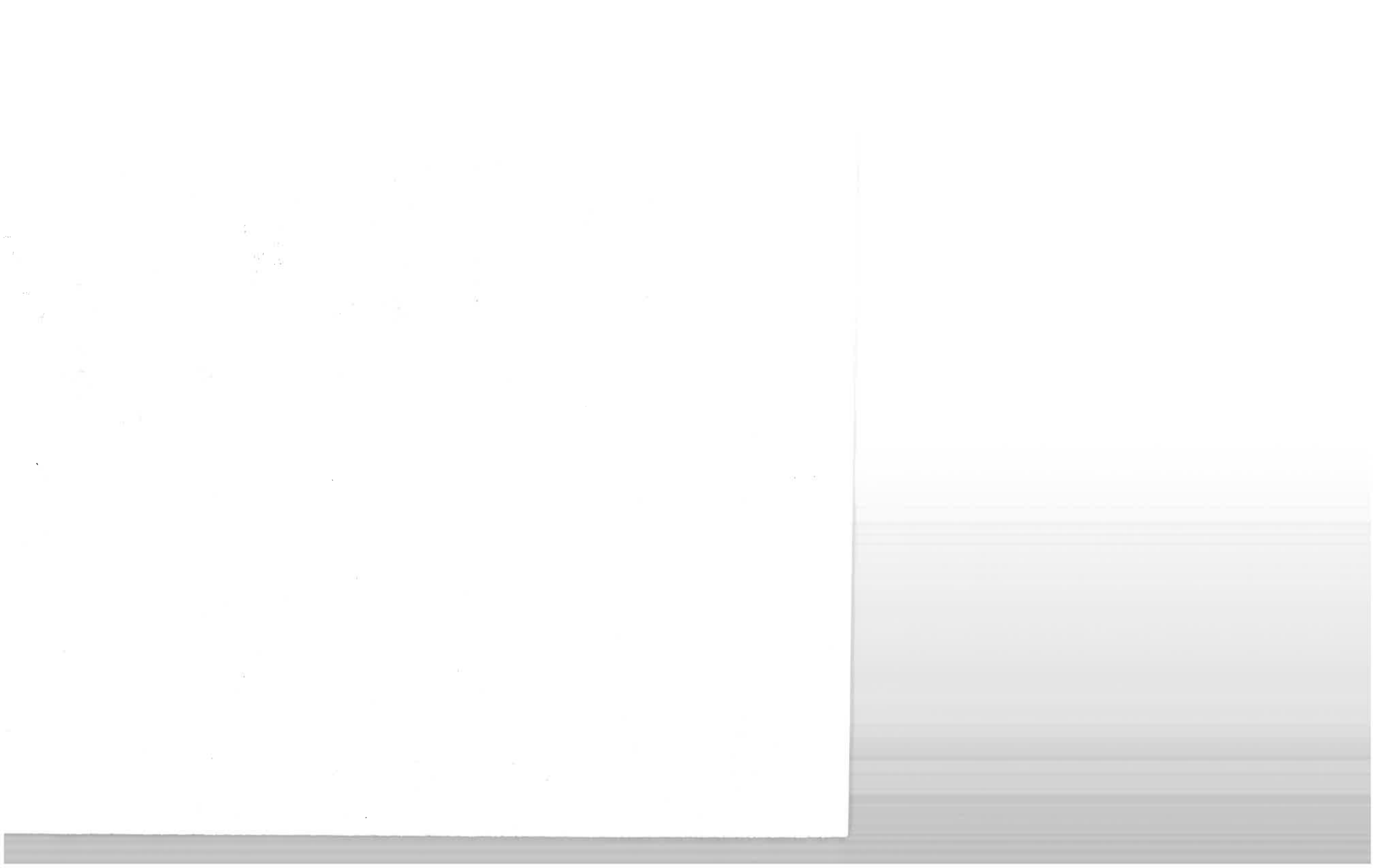
3) देयकाचा प्रकार: eChallan रकम: रु. 30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH-008932198202324E दिनांक: 03/10/2023

बँकेचे नाव व पत्ता:

सह दुय्यम निबंधक  
मुंबई शहर क्र. १DELIVERED  
4/10/23

10/3/2023





03/10/2023

सूची क्र.2

दुय्यम निबंधक : दु.नि.मुंबई शहर 1

दस्त क्रमांक : 6540/2023

नोंदणी :

Regn:63m

गावाचे नाव : फोर्ट

- (1) विलेखाचा प्रकार अंशीमेंट टू सेल
- (2) मोबदला 20100000
- (3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे) 17996579.45
- (4) सू-मापन, पोटहिस्ता व घरक्रमांक (असल्यास)
- (5) क्षेत्रफळ 1) 673 चौ. फूट
- (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.
- (8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता
- (9) दस्तऐवज करून दिल्याचा दिनांक 03/10/2023
- (10) दस्त नोंदणी केल्याचा दिनांक 03/10/2023
- (11) अनुक्रमांक, बंड व पृष्ठ 6540/2023
- (12) बाजारभावाप्रमाणे मुद्रांक शुल्क 1206000
- (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.

1) पालिकेचे नाव: मुंबई मनपा इतर वर्णित .; इतर माहिती: सदनिका क्र.1801, 18 वा मजला, एफ विंग, 14वा हॅबिटेबल मजला, ग्रीनस्टोन हेरिटेज बिल्डिंग, डी.एन.रोड, पलटण रोड, फोर्ट, मुंबई -400001.... सोबत एक स्टॅक मॅकेनिकल कारपाकींग PUI: AX1705700020000 (( C.T.S. Number : 1492, 1/1492, 2/1492, 3/1492 व 4/1492. ; )

1) 673 चौ. फूट

1): नाव:-सनराईस लाईफस्टाईल्स अँड होम्स प्रा.लि.तर्फे अधिकृत सही करणार रामचंद्र शंकर पवार वय:-50; पत्ता:-प्लॉट नं: ऑफिस नं 1, माळा नं: 1 ला मजला, इमारतीचे नाव: सी विंग, ग्रीनस्टोन हेरिटेज बिल्डिंग, ब्लॉक नं: मुंबई, रोड नं: एम.आर.ए.रोड, महाराष्ट्र, MUMBAI. पिन कोड:-400001 पॅन नं:-AABCS3987Q

2): नाव:-ब्युटी लाईफस्टाईल्स अँड होम्स प्रा.लि.तर्फे अधिकृत सही करणार रामचंद्र शंकर पवार वय:-50; पत्ता:-प्लॉट नं: ऑफिस नं.1, माळा नं: 1 ला मजला, इमारतीचे नाव: सी विंग, ग्रीनस्टोन हेरिटेज बिल्डिंग, ब्लॉक नं: मुंबई, रोड नं: एम.आर.ए.रोड, महाराष्ट्र, MUMBAI. पिन कोड:-400001 पॅन नं:-AAAACB4170H

1): नाव:-फ्रांसिस डिसोजा . . वय:-58; पत्ता:-प्लॉट नं: फ्लॅट नं 314, माळा नं: ., इमारतीचे नाव: ट्रिनीटी को ओप हौ सो ली, ब्लॉक नं: 261 एस एस गायकवाड मार्ग, रोड नं: प्रिसेंस स्ट्रीट, घोबी तलाव मुंबई, महाराष्ट्र, MUMBAI. पिन कोड:-400002 पॅन नं:-ACFPD7467F

2): नाव:-सॅशिया फ्रांसिस डिसोजा वय:-52; पत्ता:-प्लॉट नं: फ्लॅट नं 314, माळा नं: ., इमारतीचे नाव: ट्रिनीटी को ओप हौ सो ली, ब्लॉक नं: 261 एस एस गायकवाड मार्ग, रोड नं: प्रिसेंस स्ट्रीट, घोबी तलाव मुंबई, महाराष्ट्र, MUMBAI. पिन कोड:-400002 पॅन नं:-AFAPD9015R

3): नाव:-बायलन डिसोजा वय:-27; पत्ता:-प्लॉट नं: फ्लॅट नं 314, माळा नं: ., इमारतीचे नाव: ट्रिनीटी को ओप हौ सो ली, ब्लॉक नं: 261 एस एस गायकवाड मार्ग, रोड नं: प्रिसेंस स्ट्रीट, घोबी तलाव मुंबई, महाराष्ट्र, MUMBAI. पिन कोड:-400002 पॅन नं:-CLOPD3270J

03/10/2023

03/10/2023

6540/2023

1206000

30000

संलग्नक खूपी प्रत  
  
 (कृष्ण भि. खताळ)  
 सह. दुय्यम निबंधक  
 मुंबई शहर क्र. १.

Payment Details

sr.	PurchaserType	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	Beauty lifestyles and homes Pvt Ltd	eChallan 00040572023100338674	MH008932198202324E	1206000.00	SD	0004658127202324	03/10/2023
2		DHC	1023035912946	1900	RF	1023035912946D	03/10/2023
3		DHC	0408202307012	600	RF	0408202307012D	03/10/2023
4	Beauty lifestyles and homes Pvt Ltd	eChallan	MH008932198202324E	30000	RF	0004658127202324	03/10/2023

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



Valuation ID	202309088646	मूल्यांकन पत्रक ( शहरी क्षेत्र - बांधीव )		08 September 2023,06:06:02 PM
मूल्यांकनाचे वर्ष	2023			
जिल्हा	मुंबई(मेन)			
मूल्य विभाग	2-फोर्ट डिव्हिजन			
उप मूल्य विभाग	2/24 भुभाग : सी.एस.टी. स्टेशन पासून विभागाच्या उत्तर हद्दीपर्यंतचा दादाभाई नौरोजी रोड व पी.डिमेलो या मधील भाग			
सर्व्हे नंबर /न. भू. क्रमांक :	इतर #			
<b>वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.</b>				
खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक
104890	227330	347800	406100	24%60
<b>बांधीव क्षेत्राची माहिती</b>				
बांधकाम क्षेत्र(Built Up)-	68.8चौरस मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-
बांधकामाचे वर्गीकरण-	1-आर सी सी आहे	मिळकतीचे वय-	0 TO 2वर्षे	बांधकामाचा दर -
उद्भवान सुविधा-		मजला -	11th floor To 20th floor	Rs.30250/-
रस्ता सन्मुख -				
Sale Type - First Sale				
Sale/Resale of built up Property constructed after circular dt.02/01/2018				
मजला निहाय घट/वाढ				
				= 110% apply to rate= Rs.250063/-
घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर				
				=((वार्षिक मूल्यदर - खुल्या जमिनीचा दर ) * घसा-यानुसार टक्केवारी )+ खुल्या जमिनीचा दर )
				= ( ( ( 250063-104890 ) * ( 100 / 100 ) ) + 104890 )
				= Rs.250063/-
A) मुख्य मिळकतीचे मूल्य				
				= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र
				= 250063 * 68.8
				= Rs.17204334.4/-
E) बंदिस्त वाहन तळाचे क्षेत्र				
बंदिस्त वाहन तळाचे मूल्य				13.94चौरस मीटर
				= 13.94 * ( 227330 * 25/100 )
				= Rs.792245.05/-
Applicable Rules				
				= ,10,4,16
<b>एकत्रित अंतिम मूल्य</b>				
				= मुख्य मिळकतीचे मूल्य + तळाघराचे मूल्य + मेझॅनाईन मजला क्षेत्र मूल्य + लगतच्या गल्लीचे मूल्य + वरील गल्लीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भावतीच्या खुल्या जागेचे मूल्य + बंदिस्त बाल्कनी + मॅकेनिकल वाहनतळ
				= A + B + C + D + E + F + G + H + I + J
				= 17204334.4 + 0 + 0 + 0 + 792245.05 + 0 + 0 + 0 + 0 + 0 + 0
				=Rs.17996579.45/-

Home Print



बवई - १	
6/20	9/9/11
२०२३	

सह दुय्यम निबंधक  
मुंबई शहर क्र. १









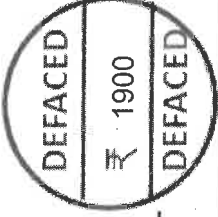


**D**ocument Handling Charges  
Inspector General of Registration & Stamps

### Receipt of Document Handling Charges

PRN 1023035912946 Receipt Date 03/10/2023

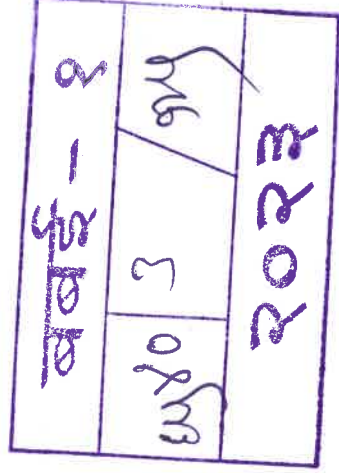
Received from DHC, Mobile number 9999999999, an amount of Rs.1900/-, towards Document Handling Charges for the Document to be registered on Document No. 6540 dated 03/10/2023 at the Sub Registrar office S.R. Mumbai City 1 of the District Mumbai District.



### Payment Details

Bank Name SBIN Payment Date 03/10/2023  
Bank CIN 10004152023100311499 REF No. 327677722109  
Deface No 1023035912946D Deface Date 03/10/2023

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





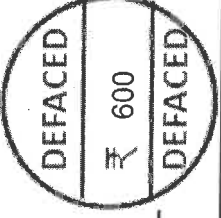


**D**ocument Handling Charges  
Inspector General of Registration & Stamps

### Receipt of Document Handling Charges

PRN 0408202307012 Receipt Date 03/10/2023

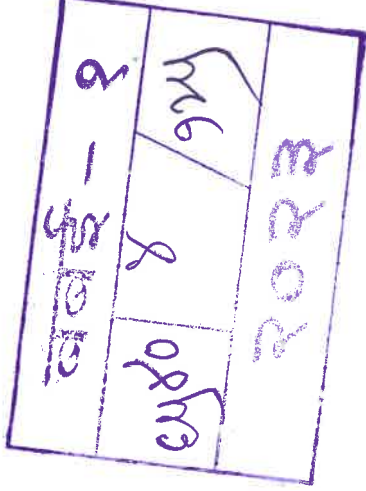
Received from DHC, Mobile number 9999999999, an amount of Rs.600/-, towards Document Handling Charges for the Document to be registered on Document No. 6540 dated 03/10/2023 at the Sub Registrar office S.R. Mumbai City 1 of the District Mumbai District.



### Payment Details

Bank Name SBIN Payment Date 04/08/2023  
Bank CIN 10004152023080406589 REF No. 321658417943  
Deface No 0408202307012D Deface Date 03/10/2023

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



२०२३	
५	२
५५०	५५०





*Handwritten signatures and initials at the top of the page.*

**AGREEMENT FOR SALE**

This Agreement for Sale ("Agreement") is made and executed at Mumbai on this 02<sup>nd</sup> day of Oct., 2023 by and between;

**BEAUTY LIFESTYLE AND HOMES PRIVATE LIMITED**, a company duly incorporated under the Companies Act, 1956 and having its registered office at Green Stone Heritage Building, C – Wing, Office No – 1, 1<sup>st</sup> Floor, Opp Haj House, MRA Marg, Fort, Mumbai – 400 001, hereinafter referred to as "**BLHPL**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in business and assigns) of the **FIRST PART**;

**AND**

**SUNRISE LIFESTYLES AND HOMES PRIVATE LIMITED**, formerly known as Sunrise Housing Development and Finance Private Limited, a company duly incorporated under the Companies Act, 1956 and having its registered office at Green Stone Heritage Building, C – Wing, Office No – 1, 1<sup>st</sup> Floor, Opp Haj House, MRA Marg, Fort, Mumbai – 400 001, hereinafter referred to as "**SLHPL**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in business and assigns) of the **SECOND PART**;

**AND**

**Mr. Francis Dsouza, Mrs. Mercia Francis Dsouza and Mr. Dylan Francis Dsouza** having address at Trinity CHS, Flat no-314,261, S.S. Gaikwad Marg, Princess Street, Dhobi Talao, Mumbai-400002; hereinafter referred to as "**the Purchaser**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an Individual his / her / their heirs, executors, administrators and permitted assigns, in case of a Partnership Firm, the partner or partners for the time being of the said firm, the survivor or survivors of them and the heirs, executors, administrators and permitted assigns of the last surviving partner and in case of a Company/ LLP its successors and permitted assigns, in case of a Hindu undivided family, the Karta and members for the time being and from time to time of the coparcenary and survivor/s of them and the heirs, executors, administrators and permitted assigns of the last survivor/s of them, in case of a Trust the trustee/s for the time being and from time to time of the trust and the and the survivor or survivors of them and permitted assigns) of the **THIRD PART**.

SLHPL and BLHPL are hereinafter collectively referred to as the "**Promoters**". The Promoters and the Purchaser are hereinafter collectively referred to as the "**Parties**" and individually as the "**Party**".

१०१२-१		
६५१०	३	१५५
२०२३		

*Handwritten signatures and initials at the bottom of the page.*

**WHEREAS:**

A. The Municipal Corporation of Greater Mumbai ("MCGM") is the owner in respect of various parcels of land admeasuring in aggregate 6,377.09 square meters constituting of lands bearing Cadastral Survey Nos. 1492, 1/1492, 2/1492, 3/1492 and 4/1492 of Fort Division (hereinafter referred as the "Land" and is more particularly described in the **First Schedule** hereunder written and is shown delineated in red colour boundary lines on the plan annexed as **Annexure "A"** hereto).

B. By and under diverse duly registered Deeds of Assignment, the Promoters had acquired lease hold rights in respect of the Land along with Building Blocks 'A', 'B', 'C', 'D', 'E', 'F', 'G', 'H', 'K', 'L', 'M' and 'N' and collectively known as 'Sitaram Building' ("**Building Blocks**") standing thereon, for the consideration and on the terms and conditions as contained therein.

C. The Promoters, being companies under common control, applied for amalgamation of the Land, which has already been approved by MCGM vide its letter dated October 7, 2013 bearing No. EB/6923/A/A (copy whereof is annexed hereto and marked as **Annexure "B"**).

D. As all the Building Blocks on the Land are in dilapidated condition, the Promoters have already commenced development/ re-development / rehabilitation of some of the Building Blocks which had fallen in state of disrepair. For the purposes of development/ redevelopment of the Land and the Building Blocks, MCGM has approved such development/ redevelopment partly under the aegis of the applicable Development Control Regulations for Greater Mumbai, 1991 ("**DCR**") and partly under the aegis of Development Control and Promotion Regulation, 2034 ("**DCPR**") in a phase wise manner.

E. As the lease in respect of the Land had expired by efflux of time, the Promoters applied for renewal of lease pursuant to which the Municipal Commissioner/ MCGM by its letter dated July 3, 2010 bearing no. AC/ESTATE/5572/LBIII (copy whereof is annexed hereto and marked as **Annexure "C"**), renewed the lease in the joint names of the Promoters for an extended term of 30 (thirty) years commencing from July 5, 2000 and expiring on July 4, 2030, on the terms and conditions contained therein.

F. The project of development/ re-development as envisaged herein involves demolishing the existing Building Blocks and construction of new residential/ commercial building/s on the Land comprising of various wing(s) which will be used partly for rehabilitating/ re-housing the various occupants/ tenants of the existing Building Blocks and the balance for free sale by the Promoters (which shall be dealt with and disposed off by the Promoters alone at the sole and exclusive discretion of the Promoters).



११११ - १	
७५१०	१५५
२०२३	

*[Handwritten signatures and initials in blue ink, including 'Shankar', 'Alfonso', 'Joshi', and 'Ramesh'.]*

G. Pursuant to the permissions and building plan duly approved by the Sanctioning Authority (defined below), the Promoters are in the process of development and construction of a composite and consolidated building comprising of residential-cum-commercial wings which will be known as 'Greenstone Heritage' consisting of '8' wings namely Wings 'A', 'B' (Hotel Wing), 'C', 'D', 'E' & 'F' (considered as single wing), 'G', 'H' and 'I' on the Land in a phase wise manner ("**Layout Project**"). The Promoters have already completed construction of Wing 'A' (known as Blue Bell Apartment) and Wing 'C' of the Layout Project. The copy of the proposed layout is annexed herewith and marked **Annexure "D"**.

H. Presently, the Promoters are contemplating development of **Wing E & F** on a portion of the Land admeasuring **513.50 square meters** and more particularly set out in the **SECOND SCHEDULE** hereunder written (hereinafter referred to as the "**said Property**") and the same is proposed as an independent real estate project ("**Project**") with the Real Estate Regulatory Authority ("**Authority**"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 read with the rules and regulations made thereunder ("**Act**"), and accordingly the Project has been registered with the Authority vide Registration Certificate dated **18/08/2017** bearing No. **P51900008300** (copy whereof is annexed hereto as **Annexure "E"**).

I. The Purchaser is aware that the Promoters are developing the balance Wings of the Layout Project separately on the other portion of the Land and shall be registering them as separate real estate projects under the Act.

J. While sanctioning the said plans, MCGM and other concerned local bodies and authorities and/or the Government have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the Project and upon due observance and performance of which, the Part/ Full Occupation Certificates (as applicable) in respect of the Project shall be granted by the concerned local bodies and authorities. Notwithstanding any change in law or otherwise, the Purchaser shall not raise any objection, concern or claim in respect of the rights reserved for the occupants/prospective purchasers of any specific wing to the exclusion of the occupants/prospective purchasers of other wings.



K. The Promoters are entitled to, and accordingly intend to deal with and dispose off (including but not limited to by way of sale, transfer, assignment) on ownership basis, the flats/ shops/ units in the Project, at their sole and exclusive discretion and on such terms and conditions as deemed fit by the Promoters.

L. The Purchaser is aware that since the Project is a redevelopment of the Building Blocks under the provisions of the DCR and the DCPR, the tenants of the Building Blocks will be provided premises in the Project on ownership basis in lieu of their tenancy rights.

M. It is hereby represented to the Purchaser that a public interest litigation bearing PIL No. 2 of 2010 ("**PIL**") was filed by one Mr. Aminuddin Saeed against MCGM & Others with respect to the Land on December 19, 2009, ~~STPIL~~ and BLRPL (being the

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Promoters herein) were impleaded as Respondent Nos. 5 and 6 respectively in the aforesaid PIL. The Hon'ble Court has passed an order on February 26, 2016 ("**Order**") directing the concerned respondents to put all the prospective occupants/ flat purchasers on the Land to the notice of the fact that the constructive occupants/ further steps will be subject to further orders which may be passed in the PIL by the Hon'ble Court. Accordingly, the Promoters have hereby represented and notified the Purchaser about the aforesaid PIL and the Order passed therein. The Purchaser has represented to the Promoters that the Purchaser has been well informed about the aforesaid Order and the PIL and that the Purchaser shall not make any claims/ demands against the Promoters in that regard.

N.

For the Project, the Promoters contemplate a total construction of basement + ground + 21 (twenty-one) upper floors consisting of a total development potential of **10500.39 square metres** of FSI which is intended to be undertaken by availing/ utilising the entire available FSI (including the basic/ inherent FSI, incentive FSI under various schemes and FSI available on premium), TDR and/or such other FSI/ development potential in accordance with the DCR/ DCPR, as applicable. At present, MCGM has approved the Project with a total of **8194.60 square metres** of built-up area comprising of basement + ground + 21 upper floors are being constructed. The Promoters are in the process of applying for and obtaining approvals for construction of such additional floors as contemplated above by the Promoters by amending the sanctioned/ approved plans etc., without any claim, demand, dispute, objection etc. of any nature whatsoever from the Purchaser (or any one on behalf of the Purchaser). For the aforesaid purposes, the Promoters shall not be required to obtain any prior approval, consent and/or permission of the Purchaser, and accordingly, based on the above understanding, the Purchaser hereby unconditionally, absolutely and irrevocably consents and approves that the Promoters shall have the sole and exclusive right and authority (at its sole and exclusive discretion) to do all such acts, deeds and things as may be required for the purposes of *inter alia* fullyutilizing, exploiting and loading the total approved/ contemplated development potential as mentioned above.

The Promoters have got the plans, specifications, elevations, sections and other details in respect of the Layout Project/ Project (as applicable) duly approved and sanctioned from the Sanctioning Authority and have obtained Intimation of Disapproval bearing No. EEBPC/5634/A/A dated 18/09/1998 and EB/741/A/A dated 03/03/2007 (copy whereof is annexed hereto and marked as **Annexure "F"**) as well as Commencement Certificate bearing no. EB/741/A/A AND EB/5634/A/A (copy whereof is annexed hereto and marked as **Annexure "G"**), validity whereof has been extended from time to time by the Sanctioning Authority.

P. The Promoters have engaged the service of Messrs. Skyline Architect as well as Messrs. Kadakia N. K. as architects, and Messrs E. H. Eran& Associates as RCC consultants for the preparation of the structural designs and building drawings of the Layout Project and the Promoters will continue to take the professional supervision of the above architect and the structural engineers till the completion of the Layout Project.



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Q. The Promoters have also applied for and obtained the Property Register Cards in respect of the Land (being Cadastral Survey Nos. 1492, 1/1492, 2/1492, 3/1492 and 4/1492), copies whereof are annexed hereto and marked as **Annexure "H-1"**, **"H-2"**, **"H-3"**, **"H-4"**, **"H-5"** and **"H-6"** respectively.

R. Messrs Universal Legal Advocates & Solicitors, has conducted their due diligence on the Promoters title to the Said Property and have issued a Certificate of Title dated 05/11/2020, thereby certifying the Promoters title to the Said Property, copy of which is annexed and marked as **Annexure "I"**.

S. The Layout Project shall have the various common areas, amenities and facilities as set out in **Annexure "J"** hereto, which shall be available to purchasers of the premises of the Layout Project ("**Common Areas and Facilities**").

T. The Purchaser has visited and inspected the site of construction on the said Property and has seen the Project being under construction and the Promoters have furnished/ given inspection of the documents to the Purchaser and wherever applicable copies of the document to the Purchaser relating to the Land (including the said Property), the approved plans and specifications of the Project, IOD, CC and the title certificate and such other documents which are specified under the Act. The project is constructed with open space deficiency. The Purchaser is fully satisfied with the title of the Promoters in respect of the said Property and further in respect of the Flat (defined hereinbelow) and the Promoters right to construct, allot and sell various premises in the Project. The Purchaser confirms that the Purchaser waives his/her/their right to further investigate or raise any objection and/or requisitions to the title of the Promoters to the Land and/or the said Property.

U. The Promoters have commenced construction of the Project in accordance with the sanctioned plan/s and the Promoters shall continue to undertake and carry out constructions in accordance with the sanctioned/ approved plans as may be revised and approved by the concerned/ sanctioning authority, from time to time.

V. The Promoters have informed the Purchaser that the Promoters have the sole and exclusive right to sell the flat/units in the Project/ Layout Project and to enter into separate agreements with other purchasers/ tenants for the sale/allotment of flats / premises in the Project being constructed on the said Property and to receive the sale consideration in respect thereof.

The Purchaser being fully satisfied in respect of the title of the Promoters to the Said Property and all permissions, plans etc. and all the representations made by the Promoters and rights of the Promoters to develop the said Property, has approached the Promoters and applied for allotment of **Flat no - 1801 admeasuring 673 square feet (62.48 square metres) RERA carpet area as per the Act on the 18th floor i.e. 14<sup>th</sup> Residential habitable floor , Wing 'F'** (hereinafter referred to as "Flat") in the Project being constructed on the Said Property and is more particularly described in the **Third Schedule** hereunder written and shown in the floor plan annexed hereto and marked as **Annexure "K"**. The built up area for purpose of Stamp Duty Calculation for the Flat shall be considered as 740.30 sq.ft. (68.78 sq.mtrs).



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X. The Promoters have agreed to sell and allot to the Purchaser the Flat on ownership basis and the Purchaser has agreed to purchase from the Promoters the Flat for a **Total consideration of Rs.2,01,00,000/- (Rupees Two Crores One Lakh Only)** and on the terms and conditions as hereinafter appearing.

Y. The Purchaser hereby expressly confirms that he / she has entered into this Agreement with full knowledge, implication, effect etc. of various terms and conditions contained in the related documents, plans, orders, schemes, approvals etc. including the rights and entitlements available to and reserved by the Promoters contained in this Agreement.

Z. The Promoters have already obtained certain approvals with regards the plans, the specifications, elevations and sections in respect of the Project from the Sanctioning Authorities, and shall obtain the balance approvals from various authorities from time to time, so as to obtain Part/ Full Occupancy Certificate of the Project, as applicable.

AA. The rights of the Purchaser under this Agreement, unless otherwise specified, are restricted to the Flat hereby agreed to be purchased by the Purchaser from the Promoters as stipulated herein, and the transaction of sale of the Flat by the Promoters in favour of the Purchaser as contemplated herein shall deemed to be completed/ consummated only upon receipt by the Promoters of all amounts payable by the Purchaser pursuant to this Agreement.

BB. Under Section 13 of the Act, the Promoters are required to execute a written agreement for sale of the Flat in favour of the Purchaser, being in fact this Agreement and also to get the same registered under the applicable provisions of the Registration Act, 1908.

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

1. **DEFINITIONS AND INTERPRETATION:**

**Definitions:**

In this Agreement, unless repugnant to the context, the following terms shall have the following meanings:

a) "Agreement" shall mean this Agreement for Sale together with Schedules and Annexures hereto and any other deed and /or document executed in pursuance hereof.

(b) "Apex Organisation" shall mean the entity/ body/ organization to be formed post completion of the entire development of the Layout Project, and shall comprise of the Organisation (including the Residential Organisations and the Commercial Organisation as referred to in clause 13.1 hereto) and the such other organisations in the Layout Project, as may be formed from time to time as its only members.



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- (c) **"Approvals"** shall mean all licenses, permits, approvals, sanctions and consents obtained/ to be obtained from the competent authorities to develop the Project including but not limited to approved plans for the same and those licenses, permits and consents mentioned in the recitals hereto.
- (d) **"Assignee Entity"** shall mean any entity/ person/ body which will have rights in respect of the aforesaid 'B' Block (being Wing 'B' as per the sanctioned plans which is the Hotel Wing) along with the land underlying such wing, and/or the aforesaid 'D' Block (being Wing 'I' as per the sanctioned plans) along with the land underlying such wing, as applicable.
- (e) **"Contribution"** shall mean the amounts payable by the Purchaser in respect of the Flat towards deposits, water connection charges, electricity charges, betterment charges, gas connections charges, internet connection deposits, telephone connection deposits, GST, etc. payable to various statutory authorities.
- (f) **"FSI"** means Floor Space Index (including the fungible and / or premium FSI) as defined under the DCR and/or the DCPR, as applicable.
- (g) **"Flat"/Unit** means **Flat/Unit No. 1801 admeasuring 673 square feet (62.48 square metres) RERA carpet area as per the Act, on the 18th floor i.e. 14th Residential Habitable floor, 'F' wing** and more particularly described in the **Third Schedule** hereunder written and shown delineated by a green coloured boundary line on the floor plan annexed hereto and marked as **Annexure "K"**.
- (h) **"Land"** means lands bearing Cadastral Survey Nos. 1492, 1/1492, 2/1492, 3/1492 and 4/1492 of Fort Division and more particularly described in the **First Schedule** hereunder written.
- (i) **"Liquidated Damages"** shall mean an amount equivalent to 5% of the Total Consideration as defined under this Agreement.
- (j) **"Organisation"** means either the Society/ Condominium/ Association of Apartment Owners/ such other entity that may be formed under the provisions of either the Societies Act (defined below), the MAO Act (defined below), or the Act or any other act/ new act that may come in force as may be applicable, in respect of the said Property and the Project in accordance with the provisions of this Agreement. The terms 'Residential Organisation' and 'Commercial Organisation/s' shall have the same meaning ascribed to it in clause 13.1 hereinbelow.

- (k) **"Sanctioning Authorities"** means the and/or any other concerned authority/ies.



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- (l) "Total Consideration" shall mean the amounts payable/agreed to be paid by the Purchaser for purchase of the Flat to the Promoters as set out in Clause 6 hereinbelow.
- (m) "TDR" means Transferable Development Rights as defined under the DCR and/or the DCPR, as applicable.

## 2. INTERPRETATION AND CONSTRUCTION:

Unless the context otherwise requires:

- 2.1 All references in this Agreement to statutory provisions shall be construed as meaning and including references to:-
- (i) Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
- (ii) All statutory instruments or orders made pursuant to a statutory provision; and
- (iii) Any statutory provision of which these statutory provisions are a consolidation, re-enactment or modification.

2.2 Any reference to the singular shall include the plural and any reference to the plural includes the singular, and words imparting the masculine gender shall include the feminine gender and neutral gender and vice versa.

2.3 The expression 'month' and 'Year' shall be to the calendar month and calendar year.

2.4 Reference to 'days' or 'dates' which do not fall on a working day, shall be construed as reference to the day or date falling on the immediately subsequent working day.

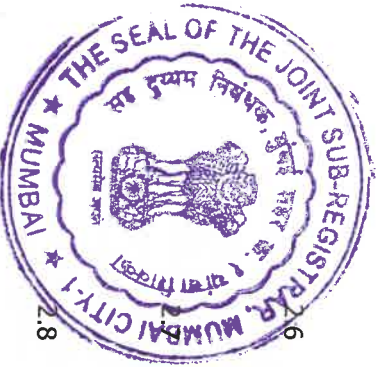
2.5 References to person(s) shall include body(ies) corporate, unincorporated association(s), partnership(s), trusts, Hindu undivided family(ies), sole proprietorship concern(s) and any organization or entity, whether incorporated or not.

The headings in this Agreement are for convenience of reference only and shall not be taken into consideration in the interpretation or construction thereof.

Any reference to a clause, sub-clause or schedule is reference to the clause, sub-clause or schedule hereto.

References to recitals, clauses, schedules and annexures unless expressly provided shall mean reference to recitals, clauses, schedules and annexures of this Agreement and the same shall form an integral part of this Agreement.

2.9 Any reference to the words 'hereof', 'herein', 'hereto' and 'hereunder' and words of similar import when used in this Agreement shall refer to clauses or schedules of this Agreement as specified therein.



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2.10 The words 'include' and 'including' are to be construed without limitation. Any reference to the masculine, the feminine and the neutral shall include each other.

2.11 The Purchaser confirms and warrants that the Liquidated Damages is a genuine pre-estimate of the loss or damage that is likely to be suffered by the Promoters on account of breach of the terms of this Agreement by the Purchaser. The Liquidated Damages is also arrived at having regard to the cost of construction, the cost of funds raised by the Promoters, the ability or inability of the Promoters to re-sell the Flat, among others. The Purchaser waives his right to raise any objection to the payment or determination of Liquidated Damages in the manner and under the circumstances set out herein.

2.12 In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a working day, then the period shall include the next working day.

3. **DISCLOSURES AND TITLE:**

3.1 The Purchaser hereby declares and confirms that prior to the execution of this Agreement, the Promoters have made full and complete disclosure of the title to the Land (including the said Property) and the Purchaser has taken full, free and complete disclosure of the title of the Promoters to the said Property and the Purchaser has taken full, free and complete inspection of all relevant documents and has also satisfied himself/ herself/ themselves of the particulars and disclosures of the following:-

(i) Nature of the Promoter's right, title and interest to the Land (including the said Property) and the development thereof and the encumbrances thereon, if any;

(ii) The drawings, plans and specifications duly approved and sanctioned by concerned authority/ies in respect of the Project/ the Layout Project, and also the approximate/ estimated future development potential in respect of the Project for which the sanctioned/ approved plans in respect of the Project shall be amended/ revised/ updated by the Promoters without the prior approval/ permission of the Purchaser;

(iii) Nature and particulars of fixtures, fittings and amenities to be provided in the Project and the Flat, which are as more particularly mentioned in the **Annexure "L"** annexed hereto;

(iv) All particulars of the designs and materials to be used in the construction of the Flat and the Project;

(v) The nature of the Organisation to be constituted of the purchaser/s / acquirer/s of the premises / flats in the Project, being either of the Co-operative Housing Society to be governed by the provisions of the Maharashtra Co-operative Societies Act, 1960 ("Societies Act") or



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Condominium or an Association of Apartment Owners that may be formed under the provisions of the Maharashtra Apartment Ownership Act, 1970 ("MAO Act") or a company incorporated under the provisions of the applicable laws in India or any other Association / Body as the Promoters may decide and direct in its sole and absolute discretion;

(vi) The right of the Promoters to utilize and consume the proposed/ additional FSI as mentioned hereinabove by constructing additional floors over and above the existing buildings in the Project/ Layout Project, as the Promoters may deem fit and proper and the Purchaser shall not object to the same at any given point in time.

(vii) The Approvals obtained and to be obtained in relation to the Project and/or the development thereof; and

(viii) The various amounts and deposits that are to be paid by the Purchaser/s including towards maintenance charges, legal charges, betterment charges, revenue, assessment, municipal and other cess and GST, water, electricity and other services connections, stamp duty, registration charges, premium, penalties and other outgoings.

3.2

The Purchaser further confirms and warrants that the Purchaser has independently investigated and conducted his/her/their due diligence and has/ have satisfied himself/ herself/ themselves in respect of the title of the said Property as well as encumbrances, if any, including any right, title, interest or claim of any other party to or in respect of the said Property and waives his/ her/ their right to raise any queries or objections in that regard. The Purchaser further confirms that the Purchaser was provided with a draft of this Agreement and had given sufficient opportunity to read and understand the terms and conditions hereof. The Purchaser further confirms that all the queries raised by him/ her/ them with regard to the Flat and the Project have been responded to by the Promoters. The Purchaser confirms that the Purchaser has been suitably advised by his advisors and well-wishers and that after fully understanding and accepting the terms hereof, the Purchaser has decided and agreed to enter into this Agreement with his/ her/ their free will and satisfaction. The Purchaser has independently investigated and is fully satisfied with the right, title and interest of the Promoters to the said Property and has accepted the right, title and interest of the Promoters and does hereby agree and undertake not to raise any requisitions on or objections to the same, any time hereafter.

It is expressly agreed that the right of the Purchaser under this Agreement or otherwise shall always be restricted to the Flat agreed to be sold and such right will accrue to the Purchaser only on the Purchaser making full payment to the Promoters of the Total Consideration and all the amounts, strictly in accordance with this Agreement and only on the Purchaser performing and complying with other terms, conditions, covenants, obligations, undertakings, etc. hereof. The remaining premises/ benefits/ rights/ areas in the Project/ Layout Project shall be the sole property of the Promoters and the Promoters shall be entitled to develop the same without any reference or recourse or consent or concurrence from the Purchaser in



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any manner whatsoever and shall be solely entitled to deal with such premises/ benefits/ rights/ areas in the Project/ Layout Project.

4. **PLANS:**

4.1 The Promoters shall construct the Project on the said Property forming part of the Layout Project known as 'Greenstone Heritage' in accordance with the plans, drawings, designs, layout and specifications currently approved or as may be approved from time to time by the concerned Sanctioning Authorities. However, it is explicitly agreed and understood between the Parties that as the Project is a part of the Layout Project and the same is being developed in a phase wise manner the above referred plans, drawings, designs, approved layout and specifications, as currently approved, may undergo modification/ amendment for various reasons *inter alia* change in law, judgment, amendment, political conditions etc. as applicable. The Purchaser hereby explicitly accepts all such changes/ modifications/ amendments that may be made to the above referred plans, drawings, designs, approved layout and specifications

4.2 The Purchaser hereby gives his/ her/ their express consent to the Promoters to utilize and consume the proposed/ additional FSI as mentioned hereinabove by constructing additional floors over and above the existing building(s)/ wing(s) in the Project, as the Promoters may deem fit and proper and agrees not to object to the aforesaid at any given point in time.

4.3 The Promoters will have all the right to utilize and consume the proposed/ additional FSI on the said Property by constructing additional floors over and above the existing buildings/ wings or a new building/ wing in the Project/ Layout Project, as the Promoters may deem fit and proper and the Purchaser shall not object to the same at any given point in time.

5. **AGREEMENT:**

5.1 The Purchaser hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Purchaser the **Flat bearing No. 1801 admeasuring 673 square feet (62.48 square meters) RERA carpet area as per the Act ("Flat") on the 18th floor i.e. 14th Residential habitable floor, "F" Wing** of the Project, more particularly described in the **Third Schedule** hereunder written and shown delineated by a green colored boundary line on the floor plan annexed hereto and marked as **Annexure "K"** for **Total Consideration of Rs. 2,01,00,000/- (Rupees Two Crores One Lakh only)** including the fixtures, fittings and amenities to be provided in the Project and the Flat and as detailed in **Annexures "L"** hereto and the proportionate price of the Common Areas and Facilities appurtenant to the Flat, the nature, extent and description of the Common Areas and Facilities which are more particularly mentioned in the **Annexure "J"** annexed hereto including the exclusive amenity to use **ONE Stack/ Mechanical** car parking space, subject to the terms and conditions mentioned herein or in the Approvals issued or granted by the Sanctioning Authorities. The built up area for purpose of Stamp Duty Calculation for the Flat shall be considered as 740.30 sq.ft. (68.78 sq.mtrs).



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PAYMENTS:

6.1

(a) The Purchaser has paid to the Promoters the **earnest money part consideration of Rs.20,00,000/- (Rupees Twenty Lakhs Only)** of the **Total Consideration of Rs. 2,01,00,000/- (Rupees Two Crores One Lakh only)** (the payment and receipt whereof the Promoters do hereby admit and acknowledge and of and from the same and every part thereof hereby acquit, release and discharge the Purchaser forever) on or before the execution of this Agreement, and the Purchaser covenants and undertakes to pay the **balance sum of Rs. 1,81,00,000/- (Rupees One Crore Eighty One Lakhs only)** in the manner more particularly setout in the Payment Schedule marked as **Annexure "M"** attached herewith for the above said **"the Flat"**, time being of the essence of this Agreement.

(b) Provided that any deduction of an amount made by the Purchaser on account of Tax Deducted at Source ("**TDS**") as may be required under prevailing law while making any payment to the Promoters under this Agreement shall be acknowledged/credited by the Promoters, only upon the Purchaser submitting the original TDS certificate and provided that the amount mentioned in the certificate matches with the Income Tax Department's website.

(c) Provided further that at the time of handing over the possession of the Flat, if the aforesaid TDS certificate is not produced, the Purchaser shall deposit an equivalent amount as interest free deposit with the Promoters, which deposit shall be refunded by the Promoters on the Purchaser handing over such TDS certificate, provided such TDS certificate is handover over to the Promoters not later than within 4 (four) months of the possession. Provided further that in case the Purchaser fails to handover such TDS certificate within the stipulated period of the 4 (four) months, the Promoters shall appropriate the said deposit against the amount receivable from the Purchaser.

6.2

The Total Consideration is inclusive of the Charges of the items set out in clause 16.2 hereinbelow as well as all presently applicable taxes, cess, levies, fees, deposits, outgoing and maintenance fee/ charges (for the first year), Goods & Service Tax ("**GST**") or premiums of any nature whatsoever as are applicable and/or payable (as of the date of this Agreement) hereunder or in respect of the Flat or the Project or otherwise, now or in future. Accordingly, in the event the aforesaid taxes, cess, levies, fees, deposits, outgoing and maintenance charges (for the first year), GST or premiums increases (retrospectively and/or prospectively), then the Total Consideration shall automatically stand increased proportionately without any prior notice/ intimation of any nature whatsoever to the Purchaser(s), and the Purchaser(s) hereby undertake and covenant to forthwith pay such incremental/ differential amounts to the Promoters as and when demanded without any dispute for any reason whatsoever. It is clarified that the aforesaid outgoing and maintenance which forms part of the Total Consideration is only for the first year from the date of the Purchaser taking possession of the Flat, and accordingly, all costs charges, amounts, contributions, fee etc. as applicable from the second year



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onwards shall be due and payable by the Purchaser (without any delay and/or discounts for any reason whatsoever) as and when demanded by the Promoters.

6.3 The Total Consideration also includes the one-time joining fee/ charges for the gymnasia/ fitness area/Club House (strictly for the Purchasers and their immediate family members) in the Project/ Layout Project. The monthly charges/ maintenance fee for the aforesaid gymnasia/ fitness area shall be paid separately by the Purchasers at such rate as may be informed by the Promoters. If the Purchasers are desirous of adding his/ her/ their extended family members as members for the aforesaid gymnasia/ fitness area, then the Promoters may consider such request for such additional membership fee/ charges as may be intimated by the Promoters, from time to time.

6.4 It is specifically agreed that the Promoters have agreed to accept the aforesaid Total Consideration on the specific assurance of the Purchaser that the Purchaser shall:

- (i) make payment of the installments as mentioned hereinabove, to the Promoters from time to time without any delay or demur for any reason whatsoever, time being of the essence;
- (ii) observe all the covenants, obligations and restrictions stated in this Agreement;
- (iii) ensure that the Purchaser's bank accounts are sufficiently funded from time to time so that none of the cheques to be handed over/ deposited by the Purchaser to the Promoter are returned by the bank for any reason whatsoever (including but not limited to due to 'insufficient funds'), thereby ensuring *inter alia* that the Promoters are not burdened with the GST liability; and
- (iv) any breach or failure to observe the aforesaid covenants, obligations and restrictions would constitute a major breach of the terms of this Agreement by the Purchaser.

The Purchaser hereby agrees and undertakes that he/ she/ they accords his/ her/ their irrevocable and unconditional consent that any payment made by the Purchaser to the Promoters hereunder shall, notwithstanding any communication to the contrary be appropriated in the manner below:

- (i) firstly, towards taxes and other statutory dues in relation to the Flat and/or this Agreement;
- (ii) secondly, towards costs and expenses for enforcement of this Agreement and recovery of the Total Consideration;
- (iii) thirdly, towards interest on the amounts (including Total Consideration as well as GST) payable hereunder;
- (iv) fourthly, towards the charges and other amounts payable hereunder; and



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other amounts payable hereunder; and

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(v) finally, towards Total Consideration.

Under any circumstances and except in the manner as aforesaid, no express intimation or communication by the Purchaser, with regard to appropriation/ application of the payments made hereunder shall be valid or binding upon the Promoters.

6.6 The aforesaid payments shall be made by the Purchaser within 7 (seven) days of notice in writing by the Promoters to be given as hereinafter mentioned.

6.7 The Promoters shall confirm the final carpet area of the Flat that has been allotted to the Purchaser after the construction of the Project is complete and the Occupancy Certificate is granted by the Sanctioning Authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total price payable for the carpet area of the Flat shall be recalculated upon confirmation by the Promoters. If the total carpet area of the Flat reduces below than 3% (three percent), the Promoters shall refund the excess money paid by Purchaser within 45 (forty five) days with such interest rate as specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the total carpet area of the Flat over and above 3% (three percent), then the Promoters shall demand additional amount from the Purchaser as per the next milestone of the payment plan. All these monetary adjustments shall be made at the rate of Rs.29,000/- (Rupees Twenty Nine Thousand only) per square feet.

6.8 The Total Consideration is escalation-free, save and except escalations/ increases, due to increase because of development charges, taxes payable to the competent authority and/or any other increase in charges and/or any statutory costs/ charges/ amounts etc., which may be levied or imposed by the competent authority, Local Bodies/ Government etc. from time to time. The Promoters undertake and agree that while raising a demand on the Purchaser for increase in development charges, taxes, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification/ order/ rule/ regulation/ letter/ notice published/ issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments and the Purchaser shall pay the same to the Promoters as per the next milestone of the payment plan.

6.9 Time for payment is the essence of this Agreement. In addition to the consideration and taxes/ levies etc. as stated above, the Purchaser shall pay all other amounts mentioned in this Agreement without any delay for any reason whatsoever.

6.10 All payments to be made by the Purchaser under this Agreement shall be made by cheque/ demand draft/ pay order/ wire transfer/ any other instrument drawn in favour of the Promoters. In case of any financing arrangement entered by the Purchaser with any bank or financial institution with respect to the purchase of the Flat, the Purchaser undertakes to direct such bank or financial institution to ensure that such bank or financial institution does disburse/pay all such amounts towards the consideration as due and payable to the Promoters on the respective dues date/s



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through an account payee cheque/ demand draft/ pay order/ wire transfer/ any other instrument in favour of the Promoters.

7. **OBLIGATIONS OF THE PROMOTERS:**

7.1 The Promoters shall construct the Project in accordance with the plans, designs, specifications that are approved by the Sanctioning Authorities and with such variations, amendments and modifications as the Promoters may consider necessary and/or convenient and/or as may be required by the Sanctioning Authorities and/or any other concerned authority/s to be made by them and as may be permissible under the provisions of the applicable laws. The Promoters shall be entitled to make such changes in the building/s plans of the Project as may be required by the Sanctioning Authorities and as the Promoters may from time to time determine and as may be permissible under the provisions of the applicable law as may be approved by the Sanctioning Authorities and the Purchaser hereby agrees to the same. It is reiterated that for the Project, the Promoters contemplate a total construction of basement + ground + 21 (twenty-one) upper floors consisting of a total development potential of **10500.39 square metres** of FSI which is intended to be undertaken by availing/ utilising the entire available FSI (including the basic/ inherent FSI, incentive FSI under various schemes and FSI available on premium), TDR and/or such other FSI/ development potential in accordance with the DCR/ DCPR, as applicable. At present, MCGM has approved the Project with a total of **8194.60 square metres** of built-up area comprising of basement + ground + 21 upper floors are being constructed. The Promoters are in the process of applying for and obtaining approvals for construction of such additional floors as contemplated above by the Promoters by amending the sanctioned/ approved plans etc., without any claim, demand, dispute, objection etc. of any nature whatsoever from the Purchaser (or any one on behalf of the Purchaser). For the aforesaid purposes, the Promoters shall not be required to obtain any prior approval, consent and/or permission of the Purchaser, and accordingly, based on the above understanding, the Purchaser hereby unconditionally, absolutely and irrevocably consents and approves that the Promoters shall have the sole and exclusive right and authority (at its sole and exclusive discretion) to do all such acts, deeds and things as may be required for the purposes of *inter alia* fullyutilizing, exploiting and loading the total approved/ contemplated development potential as mentioned above.

7.2 The Promoters agree to observe, perform and comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed by the Sanctioning Authorities at the time of sanctioning the plans or thereafter and shall before handing over possession of the Flat to the Purchaser, obtain from the concerned authority the occupation certificate in respect of the Flat.

The Promoters hereby agree that it shall, before handing over possession of the Flat to the Purchaser and in any event before causing execution of the lease of the said Property in favour of the Apex Organisation to be formed by the purchasers of premises in the Layout Project that may be constructed on the said Property, make full and true disclosure of the nature of its title to the said Property as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said Property and shall as far as practicable, ensure that the said Property is



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free from all encumbrances and shall complete its title to the said Property so as to cause the lease of the said Property in favour of the Apex Organisation / Assignee Entity, as applicable.

8. **LOAN AGAINST THE PREMISES AND THE PROJECT:**

8.1 It is agreed that irrespective to and notwithstanding the Purchaser approaching any bank / financial institution / or any other lender (hereinafter referred to as "Lender") for availing loan facility in order to enable the Purchaser to make payment of the Total Consideration or part thereof in respect of the Flat to the Promoters and/or mortgaged / mortgages the Flat with the Lender (which is to be subject to issuance by the Promoters of a no-objection letter in favour of the Lender) for repayment of the loan amount, it shall be the sole and entire responsibility of the Purchaser to ensure that the timely payment of the Total Consideration or the part thereof and/or the amounts payable hereunder are paid by the Purchaser to the Promoters on time and without any delay / default. Further, the Promoters shall not be liable or responsible for the repayment to the Lender of any such loan amount or any part thereof taken by the Purchaser. All costs in connection with the procurement of such loan and mortgage of the Flat and payment of charges to the Lender shall be solely and exclusively borne and incurred by the Purchaser. Notwithstanding the provisions hereof, it is clarified that until all the amounts (including Total Consideration, Contribution, outgoings and maintenance charges, proportionate lease rent in respect of the Land and property tax and other taxes) payable hereunder have not been paid, the Promoters shall have a lien on the Flat to which the Purchaser has no objection and hereby waives his right to raise any objection in that regard. It is explicitly discussed, understood and agreed between the Parties that the Promoters shall, at all times, have a superior charge on the Flat as compared to the charge of the Lender.



8.2 The Purchaser hereby expressly agrees that so long as the aforesaid loan remains unpaid/outstanding, the Purchaser, subject to the terms hereof, shall not sell, transfer, let out and/or deal with the Flat in any manner whatsoever without obtaining the prior written permission of the Promoters and the Lender. The Promoters shall not be liable or responsible for any of the acts of omission or commission of the Purchaser which are contrary to the terms and conditions governing the said loan. It shall be the responsibility of the Purchaser to inform the Organisation / Apex Organisation about the lien / charge of such Lender and the Promoters shall not be liable or responsible for the same in any manner whatsoever.

8.3 The Purchaser shall indemnify and keep indemnified the Promoters and its successors and assigns from and against all claims, costs, charges, expenses, damages, actions and losses which the Promoters and its successors and assigns may suffer or incur by reason of any action that the Lender may initiate on account of such loan or for the recovery of the loan amount or any part thereof or on account of any breach by the Purchaser of the terms and conditions governing the said loan in respect of the Flat. Notwithstanding the provisions hereof, the Purchaser hereby agrees and undertakes that the Promoters shall have first lien/charge on the Flat towards all the claims, costs, charges, expenses and losses etc. of the Promoters and

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the Purchaser further undertakes to reimburse the same to the Promoters without any delay, default or demur.

8.4 The Promoters hereby represent that they may be availing a financial facility from a bank/ NBFC/ fund/ any other lender ("**Promoters Lender**") *inter alia* against the security of the Property and the Project and such Promoters Lender shall *inter alia* have a right to enforce the security including but not limited to appoint third party contractors/developers for carrying out the remaining development of the Project. The Purchaser hereby gives his consent for enforcing the security by the Promoters Lender and to appoint third party contractors/developers for carrying out the remaining development of the Project and agrees and undertakes not to raise any claim and/or objection in this regard. The Purchaser hereby further agrees and undertakes he/ she/ they shall execute and register necessary documents as may be required by the Promoters and the Promoters Lender to give effect to the aforesaid.

9. **DEFAULT BY THE PURCHASER AND THE CONSEQUENCES:**

9.1 On the Purchaser committing 3 (three) defaults in payment on due date (time being the essence of contract) of any amount due and payable by the Purchaser to the Promoters under this Agreement (including the Purchaser's share of Contribution as mentioned hereinabove) and/or on the Purchaser committing breach of any of the terms and conditions herein contained, the Promoters shall be entitled at their sole and exclusive option and discretion to terminate this Agreement.

9.2 Provided always that the power of termination hereinbefore contained shall without any reference or recourse to any judicial authority however such power shall not be exercised by the Promoters unless and until the Promoters shall have given to the Purchaser 15 (fifteen) days prior notice in writing by Registered POST AD at the address provided by the Purchaser of their intention to terminate this Agreement and of the specific breach or breaches (including the breach in respect of payment of installments and interest thereof, if any) of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Purchaser in remedying such breach or breaches within a period of 15 (fifteen) days after giving of such notice. It is hereby clarified that this Agreement shall be deemed to be terminated upon expiry of the termination notice of 15 (fifteen) days.

9.3 Provided further that upon termination of this Agreement as aforesaid, out of the Total Consideration the amounts equivalent to the Liquidated Damages will stand ipso facto forfeited by the Purchaser in favour of the Promoters without any reference or recourse to the Purchaser, and the Promoters shall refund to the Purchaser the remaining amount of sale price of the Flat excluding taxes of any nature whatsoever which may till then have been paid by the Purchaser to the Promoters but the Promoters shall not be liable to pay to the Purchaser any interest on the amount so refunded. It is hereby clarified that such balance sale consideration after deducting the Liquidated Damages and excluding the taxes shall be refunded by the Promoters to Purchaser as and when the Flat is resold to the prospective buyer/ purchaser and proportionate sale consideration is received from such prospective buyer/ purchaser.



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9.4 In the event, the Promoters inform the Purchaser that they are unable to undertake the Project or any part thereof due to Force Majeure events and/or any reason/s beyond the Promoters control, then notwithstanding anything contained in the preceding clause, and as a consequence thereto, if the Purchaser decides to cancel/ terminate this Agreement, then the Promoters shall refund/ appropriate (as applicable) all amounts received from the Purchaser till then (excluding the taxes deposited with the government).

9.5 It is further agreed that receipt of the aforementioned refund by way of cheque, if any, by registered post acknowledgment due at the address mentioned above, whether encashed by the Purchaser or not, will be considered as the payment made by the Promoters towards such refund and the liability of the Promoters in terms of the said refund shall come to an end forthwith. On termination of this Agreement, the Purchaser shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoters or against the Flat or under this Agreement except for refund of the aforesaid amounts (subject to deductions) and for that the Promoters are hereby irrevocably authorized to comply with all the formalities for execution and registration of the unilateral Deed of Cancellation. The Purchaser further agrees that in view of the cancellation as aforesaid, the Purchaser will not have any claim against the Promoters in respect of the Flat or arising out of this Agreement and the Promoters will be entitled to deal with and dispose off the Flat as the Promoters may deem fit and proper at their sole discretion to any third party without any recourse or notice to the Purchaser for the same. The Promoters shall be entitled to re-sell the Flat to a third party, from the date of the termination of this Agreement for Sale without any reference/recourse to the Purchaser and the only claim that the Purchaser shall have against the Promoters shall be refund of the aforesaid amounts (subject to deductions, if any).

9.6 If the Purchaser in order to augment the resources in his/her/ their hand for the purpose of payment of consideration amount to the Promoters under this Agreement, seeks a loan from the Lender against the security of the Flat subject to the consent and approval of the Promoters, then in the event of (a) the Purchaser committing a default of the payment of the installments of the consideration amount as mentioned herein; and (b) the Promoters exercising its right to terminate this Agreement, the Purchaser shall clear the mortgage debt outstanding at the time of the said termination. The Purchaser shall obtain the necessary letter from such Lender stating that the Purchaser has cleared the mortgage debt. On receipt of such letter from the Lender, the Purchaser shall be (subject to what is stated in Clause 9.3 regarding the forfeiture) entitled to the refund of the amount so paid by him/her/ them to the Promoters towards the Flat. Notwithstanding all that is stated hereinabove it shall always be obligatory on the part of the Purchaser to pay the installments of the consideration amount as and when due under the terms of this Agreement irrespective of the fact that the Purchaser has applied for the loan to the Lender and further irrespective of the fact that the said loan is under process and sanction is awaited and/or is rejected.



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10.

**FIXTURE/FITTINGS AND FACILITIES/AMENITIES:**

The Promoters will provide the fixtures, fittings, facilities and amenities in the Common Areas and Facilities as more particularly set out in **Annexure "J"** hereto Project and the Flat as more particularly mentioned in **Annexure "K"** annexed hereto.

11.

**RIGHTS OF PROMOTERS:**

11.1

It is expressly agreed that the right of the Purchaser under this Agreement is only restricted to the Flat agreed to be sold by the Promoters to the Purchaser and all other premises shall be the sole property of the Promoters and the Promoters shall be entitled to sell or deal with the same without any reference or recourse or consent or concurrence from the Purchaser in any manner whatsoever.

11.2

Subject to the provisions of the Act, the Promoters shall be at liberty and be entitled to amend the lay-out plan of the Land/ the Layout Project (including the said Property) and/or the Project, the building plans, other Approvals for, including but not limited to:-

- (i) acquisition of additional plots of land from any person or persons and inclusion of such plots of land in the lay out plan of the said Property and/or the Project; and
- (ii) amalgamation of the said Property and/or the Project with any adjoining plots of land.

11.3

It is hereby expressly agreed that the Promoters shall always be entitled to sell the premises/ flat in the Project for the purpose of using the same for any purpose including as guest houses, dispensaries, nursing homes, maternity homes, shops, consulting rooms, banks, coaching classes, training centers, common flat by halls or for any other user as may be permitted by the Sanctioning Authorities and the purchasers thereof shall be entitled to use such premises purchased by them accordingly and similarly the Purchaser shall not object to the use of the said premises for the aforesaid purposes by the respective purchasers thereof.

Notwithstanding the other provisions of this Agreement, the Promoters shall be entitled to nominate or appoint any person ("**project management agency**") to manage the operation and maintenance of the Layout Project, premises and the infrastructure, common amenities and facilities of the Layout Project, for a period up to at least 3 (three) years after the Layout Project is completely developed with full occupation certificate being obtained and if the Organisation/ Apex Organisation approves, for any subsequent periods. The Promoters shall have the authority and discretion to negotiate with such project management agency and to enter into and execute a formal Agreement/s for maintenance and management of infrastructure with it/them. The Promoters may enter into other related agreements with any other company or organisation as may be necessary for effective, full and efficient management of the infrastructure, common amenities and facilities of the Layout Project.



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11.5 In such event, the Purchaser agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoters or the project management agency, including without limitation, payment of the Purchaser's share of the service charges that may become payable with respect to the operation and maintenance of the Layout Project, the Common Areas and Facilities more particularly mentioned in **Annexure "J"** annexed hereto. It is hereby clarified that upon receiving written instruction from the Promoters, the Purchaser shall either directly pay the project management fee to the Promoters or to the project management agency, as the case may be.

11.6 It is agreed that as and when the Promoters enter into agreements/ contracts/ arrangements with the project management agency/ies for various utilities (including but not limited to gas, water, electricity, telephone, cable television, internet/ broadband services and such other services of mass consumption as may be utilized by the Purchasers on a day to day basis etc.) (collectively "**Utilities**"), if the Promoters and/or the project management agency/ies are in a position to provide the aforesaid Utilities or any of them, then in that event the Purchaser hereby irrevocably and unconditionally covenants and undertakes to procure, subscribe to and avail such Utilities (or any of them) only from the Promoters and/or the project management agency/ies (as applicable) or any person/ entity as may be nominated by the Promoters in that behalf, as the case may be, and pay to the Promoters such amounts/ fee/ charges/ deposits as may be fixed by the Promoters, without any delay for any reason whatsoever.

11.7 Until the lease of the said Property is transferred/ assigned jointly in favour of the Apex Organisation and the Assignee Entity in accordance with the understanding set out in this Agreement, the said Property shall be subject to the overall authority, management and control of the Promoters in respect of any of the matters concerning the Project as well as the Layout Project. The Promoters shall have the absolute right, title, authority and control as regards the unsold premises in the Project and accordingly shall have the exclusive right/ title to sell/ dispose off the same. Upon receipt of the Part/ Full Occupation Certificate (as applicable) in respect of the Project, the Promoters shall be only pay the applicable municipal taxes, at actuals, in respect of the unsold premises in the Project (until such time they are sold) and that the Promoters shall not be liable to pay any other amounts of any nature whatsoever in respect of such unsold premises (including but not limited to maintenance etc.). In case the Residential Organisation and/or the Commercial Organisation/s (as applicable) is formed before the sale/ disposal of all the premises in the Project by the Promoters, then the Promoters shall at its option (but without being under any obligation) join in as a member of the Residential Organisation and/or the Commercial Organisation in respect of such unsold premises, and accordingly, as and when such premises are sold by the Promoters, the Residential Organisation and/or the Commercial Organisation, as applicable, shall admit such prospective purchaser/s as its member/s without charging any premium or extra payment of any nature whatsoever.



11.8 Till the entire development of the Layout Project is completed, the Purchaser shall not interfere in any work of development or construction and the

11.8 Till the entire development of the Layout Project is completed, the Purchaser shall not interfere in any work of development or construction and the		
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Promoters alone shall have full control, absolute authority and say over the un-allotted areas, car parking spaces, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided in the Layout Project and the Purchaser shall have no right or interest in the enjoyment and control of the Promoters in this regard.

11.9 The Promoters shall be at liberty to sell, assign, transfer mortgage or otherwise deal with their right, title and interest in the said Property and/or the Project, provided that the same does not in any way materially prejudice the right of the Purchaser in respect of the Flat.

11.10 In accordance with the provisions of the Act, the Promoters shall be entitled to make variations in the Project/ Layout Project regarding the lay-out, amenities and specifications, re-locations, water, power, sewage, telephone and other service and utility connection, facilities and underground water tanks, pumps, recreation areas, clubhouse and their dimension as the Promoters deems fit, provided that the same does not in any way materially prejudice the right of the Purchaser in the Flat.

11.11 In the event the Promoters have paid or is required to pay any amount by way of premium, betterment charges, development charges etc. to any Sanctioning Authority or other authority, the same shall be reimbursed by the Purchaser to the Promoters in proportion to the carpet area wherever applicable of the Flat or otherwise as may be determined by the Promoters. Non-payment of the same shall constitute a breach of this Agreement. Provided However, it is hereby clarified that the Promoters shall enclose the requisite notification/ order/ rule/ regulation/ letter/ notice published/ issued in that behalf alongwith the demand letter which will be issued by the Promoters and the Purchaser shall be liable to pay such amounts to the Promoters, within 15 (fifteen) days of such demand being made by the Promoters.

11.12 The Promoters hereby have further clarified that any FSI (by whatever name called) including the Proposed FSI, sanctioned in future, if at all, in respect of the Land, shall solely and exclusively belong to the Promoters alone. In accordance with applicable laws the Promoters shall be entitled to utilise such additional FSI by constructing additional floors over and above the existing building/s/wing/s in the Project/ Layout Project, as the Promoters may deem fit and the Purchaser shall not object to the same at any given point in time provided that the same does not in any way materially prejudice the right of the Purchaser in respect of the Flat.



11.13 The Promoters shall always have a right to get the benefit of additional FSI by whatever name called for construction and development of the Project from Sanctioning Authorities and also to make the additions, alterations, raise floors/ storeys or put up additional structures as may be permitted by Sanctioning Authorities and other competent authorities and such additions, structures and floors/ storeys will be the sole property of the Promoters alone and the Purchaser shall not object to the same at any given point in time.

11.14 It is clarified that neither the Organisation (being the Residential Organisation and the Commercial Organisation) nor the Assignee ~~Entity nor the Apex Organisation~~ shall deal with any matters relating to the development of the ~~Project~~ Project and/or

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the Land and/or the said Property or any part thereof or the transfer or the sale or utilization of the proposed development potential and/or any permissible FSJ/ TDR whether emanating from the said Property or otherwise under the provisions of applicable laws, which shall be the sole, exclusive and absolute prerogative of the Promoters. The Organisation (Being the Residential Organisation and the Commercial Organisation) and the Apex Organisation shall strictly function within the frame work of its constitution as framed by the Promoters. All the proposed development potential and/or any permissible FSJ/ TDR whether emanating from the said Property or otherwise under the provisions of the applicable laws shall always stand vested in the Promoters, and the Promoters shall always have the exclusive and absolute right, title and authority to utilize and exploit the same on the said Property or any part thereof and/or on other plot of lands, by way of TDR, in such manner as they deem fit.

12.

**POSSESSION:**

12.1 The possession of the Flat shall be delivered to the Purchaser after the Flat is ready for use and occupation provided all the amounts due and payable by the Purchaser under this Agreement and the stamp duty and registration charges in respect of the Flat are duly paid by the Purchaser. The Promoters shall endeavor to give possession of the Flat to the Purchaser on or before 1<sup>st</sup> April 2024. Additionally, the Promoters shall also be entitled to a grace/ cure period of 1 (one) year and such further period subject to force majeure and/or all factors/ reasons/ events/ situations beyond the control of the Promoters (whether stipulated herein or not) and such other factors as specified herein.

12.2 If the Promoters fails or neglects to give possession of the Flat to the Purchaser on the above referred date [subject to grace period of 1 (one) year and force majeure] or within any further date or dates as may be mutually agreed between the Parties hereto, then in such case the Purchaser shall be entitled to give notice to the Promoters terminating this Agreement, in which event the Promoters shall within 120 (one hundred and twenty) days from the receipt of such notice, refund to the Purchaser the amount of deposit or earnest money and the further amounts, if any, that may have been received by the Promoters from the Purchaser as installments in part payment in respect of the Premises along with the simple interest at such rate prescribed under the Act or the rules thereunder (from time to time) from the date the Promoters receive such amounts till the date the amounts and the interest thereon are repaid. The Promoters shall refund the above-mentioned amount in respect of such termination and upon such termination neither Party shall have any further claim against the other in respect of the Premises or arising out of this Agreement and the Promoters shall be at the undisputed and un-objected liberty to dispose off the Flat/ Premises to any other person/s at such price and upon such terms and conditions as the Promoters may deem fit and proper at its sole, exclusive and absolute discretion.



12.3 If as a result of any legislative order or regulation or direction or the non-receipt of the any relevant Approvals from the Government or public authorities or for a reason beyond the control of the Promoters or its agent, the Promoters are unable to provide the Flat or fit-outs or complete the Project and/or give possession of the Flat to the

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Purchaser in the time as mentioned in Clause 12.1 above, the Promoters may by notice in writing terminate this Agreement and the only responsibility and liability of the Promoters in such an event will be to pay over to the Purchaser such consideration as may have been paid by the Purchaser with simple interest at such rate prescribed under the Act or the rules thereunder (from time to time) from the date of receipt of payment of each installment to the date of notice of termination by the Promoters. The repayment of such amounts shall be made by the Promoters in 24 (twenty-four) equal monthly installments and the first of such installment shall commence from the expiry of 120 (one hundred and twenty) days from the month in which such cancellation/ termination takes place.

Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of the Flat on the aforesaid date, if the completion of the New Building is delayed on account of:

- (i) Any force majeure event (including an act of God);
- (ii) non-availability of steel, cement, other building material, water or electric supply;
- (iii) non-payment or delayed payment of installments by the Purchaser;
- (iv) labour problems, migration by labourers, shortage of water supply or electric power or by reason of any war, civil commotion, act of God if non delivery of possession is as a result of any notice, order, rule or notification of the government and/or any other public or competent authority or Sanctioning Authorities or of the court or on account of delay in issuance of NOC's, licenses, Approvals, occupation certificate etc. or non-availability of essential amenities, services and facilities such as lifts, electricity and water connections or sewage or drainage lines or for any other reason technical or otherwise or for any reason beyond the control of the Promoters;
- (v) any change in the DCR and/or DCPR;
- (vi) any additional grant of FSI/ TDR which may entail increasing the number of floors;
- (vii) economic hardship;
- (viii) any natural calamity, national disaster, epidemic disease and/or pandemic and/or any disease etc. (irrespective of whether the same causes a complete and/or partial lock-down or not);
- (ix) delay in receipt of documents and/or Approvals;
- (x) other reasonable cause beyond the control of the Promoters or its agent or not directly attributable to any willful act or omission of the Promoters;
- (xi) code of conduct invoked during the elections;
- (xii) any circular, notification, order etc. from any government authority/ body/ department, the State Government and/or the Central Government pursuant to the construction works/ activities are required to be stopped/ suspended; and
- (xiii) any other reason (not limited to the reasons mentioned above), beyond the control or unforeseen by the Promoters, which may prevent, restrict, interrupt or interfere with or delay the construction of the New Building including the Premises.



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For the purpose of this Agreement the expression "**force majeure**" shall include any natural calamity, landslide, strikes, terrorist action or threat, civil commotion, riot, crowd disorder, labour unrest, invasion, war, threat of or preparation of war, fire, explosion, storm, flood, earthquake, subsidence, structural damage, epidemic or other natural disaster, calamity or changes in law, regulations, rules or orders issued by any Court or Government authorities or any acts, events, restrictions beyond the reasonable control of the Promoters.

12.4 Upon possession of the Premises being delivered to the Purchaser, he/she/they shall have no claim against the Promoters in respect of any item of work in the Flat.

12.5 Nothing contained in these presents is intended to be nor shall be construed to be transfer of ownership in law of the Property or the New Building or any part thereof.

12.6 The Purchaser agrees that the return of the payment mentioned in Clause 12.2 and 12.3 above constitutes the Purchaser's sole remedy in such circumstances and the Purchaser foregoes and waives any and all his rights to claim against the Promoters for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever.

12.7 The Purchaser shall take possession of the Flat within 15 (fifteen) days of the Promoters giving written notice to Purchaser intimating that the Flat is ready for use and occupation and offering possession of the same to the Purchaser. Commencing from the expiry of the 15 days from issue of the intimation in writing by the Promoters to the Purchaser that the Flat is ready for occupation, use, and possession, the Flat shall be at the risk of the Purchaser (irrespective of whether possession of the Flat is actually taken by the Purchaser or not) in all respects, including loss or damage arising from the destruction, deterioration, injury or decrease in value of the Flat. It is agreed that irrespective whether possession of the Flat is actually taken or not by the Purchaser, the Purchaser shall from the date of expiry of the 15 day from the date on which possession of the Flat is offered by the Promoters to the Purchaser be liable to bear and pay to the Promoters all outgoing in respect of the Flat, the proportionate lease rent in respect of the Land, all rates, taxes, cesses, assessments, betterment charges, levies and all other impositions made by the competent local or public bodies or authorities and/or Government, water charges, insurance common lights and repairs and salaries of employeess, chowkidars, sweepers and electricity, gas and telephone cables, waterlines, drainage lines, sewerage lines and other expenses and outgoing necessary and incidental to the management, administration and maintenance of the said New Building / Property. The Purchaser shall pay to the Promoters such proportionate share of all outgoing as may from time to time be estimated or determined by the Promoters.

The Purchaser shall, prior to taking possession of the Flat examine and satisfy himself/ herself with the area of the Flat and the said amenities/ fixtures. Thereafter, the Purchaser shall have no claim against the Promoters with respect to the Flat or any other amenities/ fixtures of the New Building or any amenities/ fixtures alleged not to have been carried out completed therein or not being in accordance with the plans, specifications and/ or this Agreement and/or otherwise.



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12.9

Provided that if within a period of three years from the date of handing over the Flat to the Purchaser, the Purchaser brings to the notice of the Promoters any defect in material used in the Flat or the New Building in which the Flat is situated or any unauthorized change in the construction of the New Building, then, wherever possible such defects or unauthorized changes shall be rectified by the Promoters at his own cost and in case it is not possible to rectify such defects or unauthorized changes, then the Purchaser shall be entitled to receive from the Promoters reasonable monetary compensation for such defect or change. Provided that the liability of the Promoters under this Clause shall not exceed Rs. 2,00,000/- (Rupees Two Lakhs Only).

Provided further, if any defect or damage is found to have been caused due to the negligence of the Purchaser or his agents, then the Promoters shall not be liable for the same.

13

**Organisation and Apex Organisation:**

13.1

The Wings comprising in the Layout Project (including the Project) shall consist of residential units/ premises which shall be on residential floors ("Residential Floors") as well as commercial units/ premises which shall be on commercial floors ("Commercial Floors"). The Commercial Floors in each Wing in the Layout Project may be interconnected across all Wings. The Residential Floors shall not be inter-connected across any Wing. For effective management and control of the Residential Floors and the Commercial Floors in each Wing, separate and distinct Organisations shall be formed for/ by all residential unit owners in each Wing in the Layout Project, and accordingly, each Wing shall have a separate Organisation for their respective residential units/ floors (collectively "Residential Organisations"). Considering that certain Commercial Floors across all wings may or may not be interconnected, the Promoters shall, at their sole and exclusive discretion, form 1 (one) or more organisations ("Commercial Organisation/s") for such commercial unit owners from all Wings (save and except the Assignee Entity).

13.2

The Purchaser shall, along with other purchasers of premises/ units/ flats in the Project, join in forming and registering the Residential Organisation and/or the Commercial Organisations, as applicable. For this purpose, the Purchaser shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Residential Organisation and/or the Commercial Organisations (as applicable) and for becoming a member thereof, including the bye-laws of the concerned/ applicable Organisation and shall duly fill in, sign and return to the Promoters within 7 (seven) days of the same being made available to the Purchaser, so as to enable the Promoters to register the concerned/ applicable Organisation. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft/ final bye-laws of the concerned/ applicable Organisation, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.



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13.3 The name of the concerned/ applicable Organisation shall be solely decided by the Promoters. The Promoters shall be entitled to and may change the name of the concerned/ applicable Organisation once or more than once on or before obtaining completion certificate for the Project. However, the name of the wing/ building shall not be changed by the concerned/ applicable Organisation or the Apex Organisation without prior written consent of the Promoter.

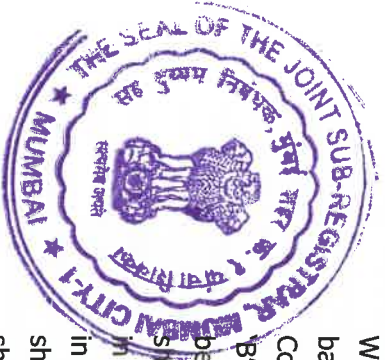
13.4 The concerned/ applicable Organisation shall admit all purchasers of units and premises/ flats in the Project as members, in accordance with its bye-laws.

13.5 The Promoters may sell, transfer or assign all their rights, title and interest in respect of the unsold units/ flats in the wing/building but without in any manner affecting the Purchaser's rights. The Purchaser/s hereby irrevocably and unconditionally declare/s, agree/s, undertake/s, covenant/s, confirm/s and assure/s that it shall not raise objection to the aforesaid right of the Purchaser in any manner.

13.6 The Promoters shall be entitled, but not obliged to, join as a member of any of the concerned/ applicable Organisation in respect of unsold flats/units in the Project, if any.

13.7 The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the concerned/ applicable Organisations and/or Apex Organisation, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoters for preparing, drafting and approving all such documents, shall be borne and paid by the respective Organisations /Apex Organisation and their respective members/ intended members including the Purchaser, as the case may be, and the Promoters shall not be liable towards the same.

13.8 Within 3 (three) years from the date of the Full Occupation Certificate of the Project, all Residential Floors in the Project shall be transferred/ conveyed in favour of the Residential Organisation. The Commercial Floors(if contained in the building/wing forming part of the Project) may or may not be interconnected with the floors of the other Wing/s in the Layout Project. Accordingly, the Project and the neighboring Wing/s in the Layout Project may have common areas and facilities like entrance, basements, lobbies etc. Considering the above, the conveyance/ transfer of the Commercial shall be done in favour of one or more Commercial [save and except the 'B' Wing (earlier Block 'B') and the 'Y' Wing (earlier Block 'D') which shall always belong exclusively to the Assignee Entity along with the land underlying such wing] shall be done within 3 (three) years from the date of the Full Occupation Certificate in respect of the last Wing in the Layout Project. The aforesaid transfer/ conveyance in favour of the Residential Organisation/s and/or the Commercial Organisation/s shall be done either vide separate or common Deed of Conveyance/ Transfer, which shall be decided solely and exclusively by the Promoters at their sole discretion, based on the eventual plans. It is explicitly clarified that all basements, podiums, parking floors, parking towers, amenity areas, entrance lobbies and stilts shall, at all times, be retained by the Promoters and shall not be conveyed to the either of the



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Organisation/s for any reason whatsoever, and the Purchaser hereby explicitly, irrevocably and unconditionally agrees, accepts and consent to the same.

13.9

In the event the aforesaid conveyances/ transfers are being done vide separate Deeds of Conveyance/ Transfer, then the aforesaid Organisations may, at the discretion of the Promoters, be required to join in the execution and registration of the Deed of Transfer/ Conveyance for the other Organisations (including as 'confirming parties', if so required by the Promoters). The costs, expenses, charges, levies and taxes on the aforesaid Deed/s of Transfer/ Conveyance including the stamp duty, adjudication charges and registration charges etc. shall be borne and paid by the concerned/ applicable Organisation alone. Upon execution and registration of the aforesaid Deed/s of Conveyance/ transfer, the concerned Organisation shall be solely responsible for the operation, management and supervision (together with all costs, charges and expenses in respect the same) of the concerned floors in the concerned Wing along with limited areas comprising the elevators, staircases and passages as may be demarcated/ delineated by the Promoters (at the Promoters' discretion) in such Deed of Transfer/ Conveyance, and the Promoters shall not be responsible for the same, and accordingly the Purchaser shall extend necessary co-operation to the concerned Organisation and shall do the necessary acts, deeds, matters and things as may be required in this regard to the satisfaction of the Promoters and the concerned Organisation. It is abundantly clarified and reiterated that as certain common areas, amenities, facilities etc. in the Project and the Layout Project shall, at all times, continue to be under the sole and exclusive management, control and entitlement of the Promoters (at the sole and exclusive discretion of the Promoters), such common areas, amenities, facilities etc. may or may not be separately demarcated/ delineated to the exclusive and absolute entitlement of the concerned Organisation in the aforesaid Deed of Transfer/ Conveyance.

13.10

Within 3 (three) months from the date of receipt of the occupation certificate by the Promoters from the Sanctioning Authorities in respect of the entire last constructed wing in the Layout Project and/or such other time frame provided by the Act and all rules, regulations, notifications thereunder, whichever is longer, the Promoters shall submit application/s to the competent authorities to form the Apex Organisation (defined above) of all the Residential Organisations and Commercial Organisations in the Layout Project. The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Apex Organisation, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoters for preparing, drafting and approving all such documents, shall be borne and paid by the Apex Organisation and its members/ intended members (being the Residential Organisations and the Commercial Organisation), and accordingly neither the Promoters nor the Assignee Entity shall be liable to pay/ incur any expenses/ amounts towards the same.

13.11

(a) The Purchaser hereby agrees that he shall not raise any objection for the formation of the Apex Organisation and execute and sign all necessary forms on behalf of the concerned/ applicable Organisation in respect of the Project so as to



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ensure that such concerned/ applicable Organisation in respect of the project becomes the member of the Apex Organisation.

(b) Within 3 (three) years from the date of registration of the Apex Organisation, the Promoters shall assign jointly or severally (as applicable and as possible at the discretion of the Promoters, and as permitted by the concerned authorities) to the Apex Organisation and the Assignee Entity, all the rights, title and interest of the Promoters (after having the same sub-divided, if possible and if permitted by the authorities) on an "as is where is" basis either by executing the necessary Deed of Assignment or by creating a Sub-Lease (if possible and permitted by the authorities) in respect of the Land whereby the Promoters shall transfer/ assign all its joint and several right, title and interest in the Land and in all areas, space, common areas, facilities and amenities, podiums, basements etc. and leasehold rights in the Land jointly and/or severally (as applicable) in favor of the Apex Organisation and the Assignee Entity. The aforesaid Deed of Assignment or the Deed of Sub-lease will be drafted by the Advocates of the Promoters alone, and the Purchaser hereby grants/ expresses his/ her/ their unconditional and irrevocable consent, permission and approval for the same. In the alternative, the Promoters may cause MCGM to execute a lease of the Land or any portion thereof jointly and/or severally (as applicable) in favour of the Apex Organisation and the Assignee Entity (as may be decided by the Promoters).

13.12 The aforesaid Deed of Assignment/ Sub Lease as may be executed and registered in favour of the Apex Organisation and the Assignee Entity shall clarify that though certain Wings in the Layout Project will comprise of 2 (two) or more separate organisations (being the Residential Organisation and the Commercial Organisations), all owners of the residential and commercial units in every wing in the Layout Project shall have (i) certain common areas, amenities and Facilities which shall be commonly used, and (ii) certain exclusive areas, amenities and Facilities which shall be exclusively used, and accordingly all owners of the residential and commercial units in every wing in the Layout Project shall be entitled peacefully use such areas, amenities and Facilities, either commonly /or exclusively, as may be identified, provided and demarcated by the Promoters, at the sole and exclusive discretion of the Promoters. Accordingly, at the sole and exclusive discretion of the Promoters, the aforesaid Deed of Assignment/ Sub Lease will identify and demarcate the exclusive/ common areas, amenities and/or Facilities in the Layout Project along with the demarcation/ delineation of the underlying land in respect of Assignee Entity's wings/ structures. Notwithstanding anything contained to the contrary, the purchasers of the commercial premises shall not be entitled to the common areas and amenities which have been specifically demarcated and identified for the purchasers of the flats in the various residential building/s.



13.12

The costs, expenses, charges, levies and taxes on the aforesaid Deed of Assignment/ Sub Lease/ direct lease from MCGM (as applicable) including stamp duty, adjudication, registration charges, transfer charges, premium, unearned income etc. shall be borne and paid by the Apex Organisation (including all its members) and the Assignee Entity in the ratio of the area/ portion of the Land falling under their respective entitlement. Post the formation of the Apex Organisation, the Apex Organisation shall be responsible for the operation and management and/or

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supervision of the Layout Project (save and except the land transferred/ assigned to the Assignee Entity), including any common areas facilities and amenities, and accordingly the Promoters shall not be responsible for the same.

13.14 It is agreed that in the event that the Organisation or the Apex Organisation has been formed but there is/are premises/s in the Project that are not sold by the Promoters, the Promoters shall not, after receipt of Occupation Certificate, be liable to pay maintenance charges, or any other charges/ expenses of any nature whatsoever for the unsold premises till such time that the sale of such unsold premises occurs, save and except the municipal taxes, which shall be paid by the Promoters at actuals.

13.15 It is hereby made amply clear that the Promoters shall ultimately decide about the grant of right of way or open spaces or any access or ingress to the Land and the Purchaser unequivocally agrees not to raise any objection or dispute with regards the same now or anytime in future. It is, however, clarified that such sub-lease/ assignment which may be executed in favour of the Apex Organisation and the Assignee Entity, shall be subject to such rights, amenities and facilities that may be common for the entire Land/ Layout Project.

#### 14 **COMMON AREAS AND FACILITIES:**

14.1 It is expressly agreed that the Purchaser shall be entitled to the Common Areas and Facilities appurtenant with the Flat and the Layout Project and the nature, extent and description of such Common Areas and Facilities are as set out in **Annexure "J"** hereto. It is clarified that the Common Areas and Facilities shall include such further areas, amenities and facilities as may be identified and earmarked by the Promoters in course of completion of the Project. It is hereby agreed that the Promoters shall be entitled to allot different areas, garden area, basement, terraces, open spaces, parking areas or otherwise and other spaces within the Property to one or more person/s of their choice for the use, enjoyment and/or occupation of such persons as an exclusive amenity attached to the premises purchased by such persons and the Purchaser shall not object to the same for any reasons whatsoever.

14.2 It is hereby expressly agreed and understood that the Promoters may earmark certain accesses, lobby areas, elevators, staircases and any other common areas as set out in **Annexure "J"** hereto for exclusive use of residential or commercial users and /or exclusive use of specific wing/s and the Purchaser unequivocally agree not to raise any objection or dispute regards the same now or anytime in future.

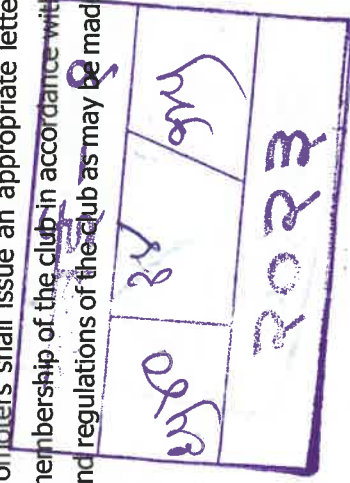
The Promoters have informed the Purchaser that any club house if constructed on the Project/layout project (though the Promoters are not under any obligation or liability to provide the same) will be equipped with various amenities and facilities for the use of all members of the Apex Organisation in accordance with the rules and regulations of the club house. The Purchaser and his/her/their immediate family members only shall be inducted/admitted as member of the club. The one-time non-refundable subscription fee/joining fee is included in the Total consideration as set out in clause 6.3 hereinabove. The Promoters shall issue an appropriate letter entitling the Purchaser concerned, to the membership of the club in accordance with and subject always to the bye-laws, rules and regulations of the club as may be made



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by the Promoters. The Promoters alone shall be entitled to make bye-laws, rules or regulations for the management of the club and may prescribe a user fee for the use of any specific amenity, facility and annual subscription fees etc. The monthly charges/maintenance fee for the aforesaid gymnasium/fitness area/Club House effective from the date of possession shall be paid separately by the Purchasers at such rate as may be informed by the promoters.

- 14.4 Additional memberships would be available on request on a chargeable basis. The membership will be subject to the terms and conditions, rules and usage charges, as may be framed/ levied from time to time by the Promoters for the club. The right to use the facilities at the club shall be personal to the Purchaser of the Flat in the Layout Project and shall not be transferable in any manner to any third person or party whatsoever. In the event that the Flat in the Layout Project is sold/transferred by the Purchaser then the Purchaser shall be deemed to have transferred the right to utilize the said facilities as well as club membership to the then purchaser/transferor of the Flat. It is, however, clarified that the Promoters shall be entitled to grant membership rights to such other person(s) as they may deem fit to be and the Purchaser shall not be entitled to object to the same.

15 **COVENANTS BY THE PURCHASER:**

- 15.1 Upon and after receipt of obtaining the occupation certificate, the Purchaser shall use the Flat or any part thereof or permit the same to be used only for residential purposes and shall use the car parking space/s (if allotted) for the purpose of parking the Purchaser's own vehicle. The Purchaser agrees not to change the user of the Flat without prior consent in writing of the Promoters and any unauthorised change of user by the Purchaser shall render this Agreement voidable at the option of the Promoters and the Purchaser in that event shall not be entitled to any right arising out of this Agreement. For the purposes of the user of the Flat, it is explicitly agreed and understood by the Parties that the Purchaser shall not use the Flat for commercial purposes such as lodging/hotel, wine shops, resto bars, alcohol bars, restaurants, cafeteria, eateria and similar purposes.

- 15.2 The Purchaser with an intention to bring all persons in whose hands the Flat may come, doth hereby covenant with the Promoters as follows:-

- (i) to maintain the Flat at the Purchaser's own cost in good tenable repairs and condition from the date possession of the Flat is taken and shall not do or suffer to be done anything in or to the Project, staircase/s or passage/s which may be against the rules, regulations or bye-laws of concerned local authority or change/alter or make addition in or to the Project or the Flat or part thereof;
- (ii) not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction of the Project or storing of which goods is objected by the concerned local or other authority and shall not carry or caused to be carried heavy packages whereby upper floors may be damaged or that is likely to damage the staircase, common passage or any other structures of the Project including the



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entrance thereof. In case any damage is caused to the Flat or the Project on account of the negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach;

- (iii) to carry at the Purchaser's own cost all internal repairs to the Flat and maintain it in the same condition, state and order in which it was delivered by the Promoters to the Purchaser and not to do or suffer to be done anything in the Flat or the Project which is in contravention of rules, regulations or bye-laws of the concerned local public authority and in the event of the Purchaser committing any act, in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- (iv) not to demolish or caused to be demolished the Flat or any part thereof nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Flat or any part thereof nor alter the elevation and outside colour scheme of the Project and to keep the portion, sewers, drain pipes in the Flat and appurtenances thereto in good tenantable repair and condition so as to support, shelter and protect other part of the Project and not to chisel or in any other manner damage the columns, beams, walls, slabs or RCC structure or pardis or other structural members in the Flat without the prior permission of the Promoters and/or the Organisation/ Apex Organisation;
- (v) not to do or permit to be done any act which may render void or voidable any insurance of the Property or the Project/Layout Project or any part thereof or whereby any increase in premium shall be payable in respect of the insurance;
- (vi) not to throw dirt, rags, garbage or other refuse or permit the same to be thrown from the Flat in the compound or any portion of the Property and/or the Project in which the Flat is situated;
- (vii) pay to the Promoters within 7 (seven) days of demand by the Promoters, his/her share of security deposit demanded by the concerned local authority or government for giving water, electricity or any other service connection to the Project in which the Flat is situated along with the proportionate lease rent in respect of the Land;
- (viii) to bear and pay increase in local taxes, development or betterment charges, water charges, insurance premium and such other levies, if any, which are and which may be imposed by the Sanctioning Authorities and/or government and/or other public authority on account of change of user of the Flat or otherwise;
- (ix) to bear and pay GST and such other levies, if any, which may be imposed with respect to the construction on the Property and/or any activity whatsoever related to the Flat by the Sanctioning Authorities and/or State/ Central/ Government and/or public authority from time to time;



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- (x) The Purchaser shall not without the prior written consent of the Promoters let, sub-let, transfer, assign or part with the Purchaser's interest or benefit factor of this Agreement or part with the possession of the Flat;
- (xi) Until assignment of the said Property along with the structures thereon, to allow the Promoters, its surveyors and agents at all reasonable time to enter into or upon the Flat / Property to view and examine the state and condition thereof;
- (xii) not to close or permit to be closed verandas or balconies of the Flat or change the external colour scheme or the pattern of the colour of the Project;
- (xiii) not to change exterior elevation or the outlay of the Project / Flat;
- (xiv) not to (a) change and/or make any alterations to the external grills provided by the Promoters in the Flat; (b) paint and/or colour and/or change the appearance and look of the external walls of the Flat; (c) keep flower pots on the windows of the Flat; (d) install and fix air conditioners at such places other than the places designated for the same by the Promoters in the Flat; and (e) do or cause to do any act which shall change the look, facade and/or aesthetics of the Project in which the Flat is situated;
- (xv) Purchaser shall not do or suffer to be done anything on the Property or the Project/ Flat which would be forbidden or prohibited by the rules of the concerned government authorities. In the event, the Purchaser commits any acts or omissions in contravention to the above, the Purchaser alone shall be responsible and liable for all the consequences thereof to concerned authorities in addition to any penal action taken by the Promoters in that behalf;
- (xvi) not to hang clothes, garments or any other item or things from the balcony, windows or terrace or any other place appurtenant to the Project / Flat, save and except in the areas designated for the said purpose;
- (xvii) not to keep flower-vase outside the Project/ Flat on the parapet or chajja or in the common area of the Project; and
- (xviii) not to encroach upon or make use of any portion of the Project not agreed to be acquired by the Purchaser.

The Purchaser covenants, undertakes and understands that the aforesaid covenants shall be binding and operative even after the formation of the Organisation / Apex Organisation.

15.3 The Purchaser hereby covenants and undertakes that from the date of possession of the Flat being handed over to the Purchaser, the Purchaser shall, along with the other occupants, purchasers of various flats in the Project, be required to reimburse to the Promoters the ongoing proportionate lease rent in respect of the Land on a

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regular basis, until the execution of the lease deed/s in favour of the Organisation/ Apex Organisation (as may be applicable) and in the event there is any delay or default in making such payment by the Purchaser, then the right of the Purchaser to the Flat shall automatically stand terminated forthwith and the Purchaser shall be disentitled from enjoying the Flat and in such an eventuality, the Flat shall revert to the Promoters, without the need for any further act, deed, matter or thing required to be done by the Promoters or the Purchaser in that regard.

15.4 The Purchaser covenants that all costs, charges and expenses including for reasons related to transfer charges, estate charges, lease rent (including arrears), interest, penalties due to any breach etc. shall be borne and paid by the Purchaser proportionately along with the other occupants/ purchasers of other flats in the Project, as may be applicable.

15.5 The Purchaser understands that the Purchaser hereby agrees to grant to the Promoters, all the facilities, assistance and co-operation as the Promoters may reasonably require from time to time even after the Promoters have delivered possession of the Flat to the Purchaser, so as to enable the Promoters to complete the scheme of development of the Property. In accordance with the applicable laws, the Promoters shall be entitled to modify, amend, alter, change the layout of the Property by changing the alignment, locations, placement of buildings, garden, parking area and other amenities or facilities and shall further be entitled to propose and put up any additional new wing/ structure either independent or by way of extension or in continuation or attached to the building under construction in the said Property with or without amendment of such layout. The Purchaser understands that the entire scheme of the Project is planned such that the Layout Project will be undertaken in a phase wise manner and that the Purchaser shall at all times render full co-operation to the Promoters for successfully completing the Layout Project and the Purchaser shall not raise any objection or create any hindrance or file any vexatious suits, proceedings, litigation with an intention to delay the Layout Project. The Purchaser further agrees that till completion of the Layout Project, the Purchaser shall never have any objection to the noise, dust, inconvenience caused to due to construction activities and that the Purchaser shall also have no objection to the Promoters storing building materials in the compound of the Project/ Layout Project.

16.1 The Purchaser confirms that the Promoters have given full, free and complete inspection of documents of title in respect of the Land (including the said Property) and the Purchaser confirms that he has entered into this Agreement after inspecting all relevant documents and the Purchaser has inspected the Title Certificate dated 05/11/2020, issued by Universal Legal Advocates & Solicitors and the Purchaser undertakes not to raise any objection and/or requisition on the title of the Promoters to the Property.

16 **OUTGOINGS:**

16.1 Commencing a week after notice in writing is given by the Promoters to the Purchaser that the Flat is ready for use and occupation, irrespective of whether possession is taken or not the Purchaser shall be liable to pay the proportionate share of the outgoing namely local taxes, betterment charges, lease rent, sub-station and



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cable cost or such other levies by the concerned local authority and expenses for electricity, water, common lights, repair and salaries of clerks, bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project. Until the management of the Project is handed over to the Organisation/ Apex Organisation, the Purchaser shall pay to the Promoters such proportionate share of the outgoings as may be determined by the Promoters. The Purchaser shall pay to the Promoters provisional monthly contribution of Rs.8100/- (Rupees Eight Thousand and One Hundred only) towards the outgoings (from the second year onwards) regularly on or before the 5<sup>th</sup> (fifth) day of every month in advance and shall not withhold the same for any reason whatsoever. The amount so paid shall not carry any interest and remain with the Promoters until the management is handed over to the Organisation and/or Apex Organisation.

16.2 The Total Consideration (defined hereinabove) is inclusive of the following amounts as applicable as of the date of this Agreement:

Nature of charges	Amount
Share application and Entrance Fee	NIL
Legal Charges	NIL
Water & Electricity Meter and Connection charges	NIL
Development/Infrastructure/MRTP Charges	NIL
Club House Charges	NIL

It is clarified that in the event any of the aforesaid amounts increase, for any reason whatsoever, then the Total Consideration shall also stand proportionately increased without any further notice to the Purchaser.

16.3 In the event of any additional amount becoming payable, the Purchaser shall, forthwith and on demand, pay such additional amounts to the Promoters, without any delay and/or objections and/or disputes of any nature whatsoever.

17 **INTEREST:**

Without prejudice to the Promoter's other rights under this Agreement and/or in law, the Purchaser agrees to pay to the Promoters an interest at such rate as prescribed under the Act on all the amounts which become due and payable by the Purchaser to the Promoters under the terms of this Agreement from the date the said amount is payable by the Purchaser to the Promoters until the date such outstanding amount is received by the Promoters.



**STAMP DUTY AND REGISTRATION:**

The stamp duty and registration charges payable on this Agreement shall be paid by the Promoters alone, and the Purchaser/s shall not be required to contribute towards the same. However, if any penalty and/or any additional amount is payable due to non-registration and/or delay in registration of this Agreement by the Purchaser, for any reason whatsoever, then such penalty/ additional amount shall be borne and paid solely and exclusively by the Purchaser.

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19

**NOTICES:**

Any notice to any party hereto in connection with this Agreement shall be in writing and shall be sent to such party's contact details first set out above. Each party shall inform the other party in writing of any changes in his/its contact details. Notices shall be deemed to have been properly given, if sent to the Purchaser at the address hereinbefore stated, through registered letter, courier service, personal delivery or facsimile date of service of a notice delivered personally, by courier service or registered letter shall be the actual date of such delivery. Date of service facsimile notice shall be the business day after sending of such facsimile.

20

**INDEMNIFICATION BY THE PURCHASER:**

The Purchaser shall indemnify and keep indemnified the Promoters and hold the Promoters 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 Promoters directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Promoters under this Agreement; (b) any breach and/or default by the Purchaser in the performance of any and/or all of his/its obligations under this Agreement; (c) damages to any Property(ies) howsoever arising related to the use and/or occupation of the Flat and directly or indirectly as a result of the negligence, act and/or omission of the Purchaser or his/its agents, servants, tenants, guests, invitees and/or any person or entity under his/its control; and (d) Purchaser's non-compliance with any of the restrictions regarding the use and/or occupation of the Flat.

21

**GENERAL PROVISIONS:**

21.1 This Agreement and all annexures as incorporated into this Agreement by reference, constitutes the entire agreement between the parties hereto and there are no other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Promoters, any agent, employee or representative of the Promoters or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Purchaser or made available for the Purchaser's viewing. This Agreement shall form the only binding agreement between the parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous agreements concerning the Flat between the parties hereto.

The invalidity of any term, conditions or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself.

Any delay, tolerated or indulgence shown by the Promoters in enforcing any of the terms of this Agreement or any forbearance or extension of time for payment of installment to the Purchaser by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and



*[Handwritten signatures]*

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conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice or affect the rights of the Promoters.

21.4 If there is more than one purchaser named in this Agreement, all obligations hereunder of such purchaser shall be joint and several.

21.5 All taxes, charges including but not limited to service tax, VAT or any other impositions or levies (i) on account of this transaction or (ii) pro-rata on account of the entire development project or (iii) on the consideration and other amounts payable by the Purchaser to the Promoters or (iv) otherwise shall be to the account of the Purchaser alone and the Promoters shall not be liable to pay the same. For the avoidance of doubt, any such taxes, impositions etc. shall be payable by the Purchaser over and above the consideration of the Flat and the Promoter's decision as regards the quantum of the same shall be final and binding on the Purchaser.

21.6 The Permanent Account Number of the Parties are as follows:

S.No.	Name of the Party	PAN No.
1.	SLHPL	AABCS3987Q
2.	BLHPL	AAACB4170H
3.	Francis Dsouza	ACFPD7467F
4.	Mercia Francis Dsouza	AFAPD9015R
5.	Dylan Francis Dsouza	CLOPD3270J

22 **DISPUTE RESOLUTION AND GOVERNING LAW:**

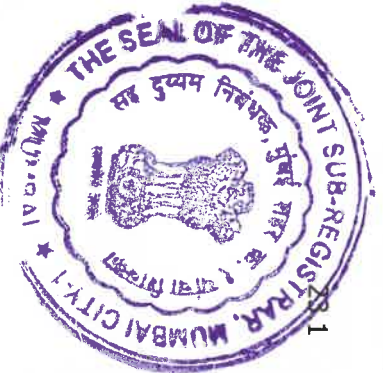
22.1 If any dispute or difference arises between the Parties at any time relating to the construction or interpretation of this Agreement or any term or provision hereof or the respective rights, duties or liabilities of either Party hereunder, then the aggrieved Party shall notify the other Party in writing thereof, and the Parties shall endeavor to resolve the same by mutual discussions and Agreement.

22.2 In case of failure to settle the dispute amicably, the Parties shall refer the dispute to the Authority as per the provisions of the Act.

23 **CONFIDENTIALITY:**

23.1 The Purchaser hereto agree that all the 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 Promoters. The confidentiality obligations under this Clause shall survive even after handing over the possession of the Flat and is legally binding on the Purchaser and shall always be in full force and effect.

23.2 The Purchaser shall not make any public announcement regarding this Agreement without prior consent of the Promoters.



2023-24	
2023	2024

*[Handwritten signatures and initials]*



- 23.3 Nothing contained hereinabove shall apply to any disclosure of Confidential Information if:-
- (i) such disclosure is required by law or requested by any statutory or regulatory or judicial/quasi-judicial authority or recognized self-regulating organisation or other recognized investment exchange having jurisdiction over the Parties; or
  - (ii) such disclosure is required in connection with any litigation; or
  - (iii) such information has entered the public domain other than by a breach of the Agreement.

**THE FIRST SCHEDULE REFERRED TO HEREINABOVE**  
**(Description of the Land)**

All that piece or parcel of land of leasehold of ground admeasuring 6377.09 sq. meters equivalent to 7627 sq. yards or thereabouts together with messages tenements or buildings standing thereon and known as Blocks A, E, M, F, B, G, N, C, H, D, L & K of Sitaram Building being land known as the plot south of Crawford Market situate lying and being at the junction of Hornby road and registered in the book of the Collector of Land Revenue under Nos. 8474 and bearing Cadastral Survey Nos. 1492, 1/1492, 2/1492, 3/1492, and 4/1492 of Fort Division and bearing New Survey No.6-6-2551 (Part) and assessed by the Assessor and Collector of Municipal Corporation of Greater Bombay under 3 'A' Ward Nos. 3222 (1) and 3222 (2) and 3423 (5) and 3423 (5A) and street No. 189 D. N. Road, 189A Dr. D. N. Road and 32-40 Palton Road and 32A Palton Road, A- 3223 and 3423 (4) street No. 191 Hornby Road and 22-30 Palton Road, 3423 (3) and street No. 16-20 Palton Road and 3-25, Market Road, 3224 and 3225(1) and street No. 7-27 and 195 Hornby Road, A-3423(6) 3423 (6A) and 3423 (6B) and street No. 191 Hornby Road and 42-50 and 52-60 Palton Road and 42A Palton Road bounded as follows that is to say:-

- |                         |  |
|-------------------------|--|
| On or towards the North | by Market Road,                              |
| On or towards the South | By the Junction of Palton Road and D.N.Road, |
| On or towards the East  | By Palton Road,                              |
| On or towards the West  | By DadabhaiNawroji Road.                     |



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Dadabhai Nawroji  
 (Signature)

**THE SECOND SCHEDULE REFERRED TO HEREIN ABOVE**  
**(Description of the said Property)**

All that piece or parcel of land of leasehold of ground admeasuring 513.50 sq. meters equivalent to 614 sq yards or thereabouts together with messages tenements or buildings standing thereon and known as Block "G" & "H" of Sitaram Building being portion of land bearing Cadastral Survey No. 1492 and 1/1492 of Fort Division bounded as follows that is to say.

On or towards the North	Block F - Proposed Wing G
On or towards the South	Wing -C
On or towards the East	M.R.A Marg
On or towards the West	Wing B And D

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**THE THIRD SCHEDULE REFERRED TO HEREIN ABOVE**  
**(Description of the Flat)**

Flat/Unit No. 1801 admeasuring 673 square feet (62.48 square meters) RERA carpet area as per the Act, on the 18th floor i.e. 14th Residential habitable floor, "F" wing in the Project to be constructed on the Said Property. The built up area for purpose of Stamp Duty Calculation for the Flat shall be considered as 740.30 sq.ft. (68.78 sq.mtrs).

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

**SIGNED, SEALED and DELIVERED** by ]  
**SUNRISE LIFESTYLES AND HOMES** ]  
**PRIVATE LIMITED**, the **SLHPL** herein ]  
being one of the Promoters, represented by ]  
its Director / Authorised Signatory **Mr.** ]  
**Ramchandra Shankar Pawar**, duly ]  
appointed vide Board Resolution dated 1<sup>st</sup> ]  
February, 2018 in the presence of: ]

For Sunrise Lifestyles & Homes Private Limited  
  
Authorized Signatory / Director



**Witness:**  
Signature

1)   
2) 



SIGNED, SEALED and DELIVERED by ]  
 BEAUTY LIFESTYLES AND HOMES ]  
 PRIVATE LIMITED, the BLHPL herein ]  
 being one of the Promoters, represented by ]  
 its Director / Authorised Signatory Mr. ]  
 Ramchandra Shankar Pawar duly ]  
 appointed vide Board Resolution dated 14<sup>th</sup> ]  
 February, 2018 in the presence of:

**Witness:**

Signature

*Witness Signature*  
*Francis Dsouza*

SIGNED and DELIVERED by  
 Mr. Francis Dsouza

*Francis Dsouza*  
 [Fingerprint]



Mrs. Mercia Francis Dsouza

*Mercia Francis Dsouza*  
 [Fingerprint]



Mr. Dylan Francis Dsouza, the  
 Purchasers herein, in the presence of:

**Witness:**

Signature

*Witness Signature*  
*Francis Dsouza*

*Francis Dsouza*  
 [Fingerprint]



*Ramchandra Shankar Pawar*  
 Authorised Signatory / Director  
 For Beauty Lifestyles & Homes Private Limited

[Fingerprint]



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Annexure "A"  
(Plan with Land delineated in red coloured  
boundary lines)

Annexure "B"  
(Photocopy of MCGM Approval for  
Amalgamation of Land)

Annexure "C"  
((Renewal of Lease)

Annexure "D"  
(Plan Of Proposed Layout )

Annexure "E"  
(Copy of RERA Registration Certificate)

Annexure "F"  
(Copy of Intimation Of Disapproval)

Annexure "G"  
(Copy Of Commencement Certificate)

Annexure "H-1", "H-2", "H-3", "H-4" and "H-5"  
(Property Register Cards in respect of the Land)

Annexure "H-6"  
(City Survey Plan in respect of the Land)

Annexure "I"  
(Copy Of Title Certificate)

Annexure "J"  
(Common Areas And Facilities)

Annexure "K"  
(Floor Plan of Land and shown shaded in colour green on the plan )

Annexure "L"  
(Fixtures & Fittings)

Annexure "M"  
(The Payment Schedule)



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भारत सरकार

GOVERNMENT OF INDIA



फ्रॅन्सिस डिसोजा

Francis Dsouza

जन्म तारीख / DOB : 03/12/1965

पुल्लिंगी / MALE



9664 2441 3441

आधार - सामान्य माणसाचा अधिकार



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आयकर विभागा

INCOME TAX DEPARTMENT

FRANCIS DSOUZA



भारत सरकार  
GOVT. OF INDIA

FRANCIS BRAZ LAWRENCE DSOUZA

03/12/1965

Permanent Account Number

ACFPD7467F

Signature



03112015

S/O: फ्रान्सिस लॉरेन्स ब्राझ डिसोजा,  
त्रिनिटी को-ओप.हो.सो., फ्लॉट  
नं.3114, 261, एस.एस.गायकवाड  
मार्ग, प्रिन्सेस स्ट्रीट, धोबी तलाव,  
मुंबई, मुंबई, महाराष्ट्र, 400002

S/O: Francis Lawrence Braz  
Dsouza, Trinity CHS, Flat  
No.3114, 261,S.S.Gaikwad Marg,  
Princess Street, Dhobi Talao,  
Mumbai, Mumbai, Maharashtra,  
400002



1947  
1800 300 1947



help@uidai.gov.in

WWW

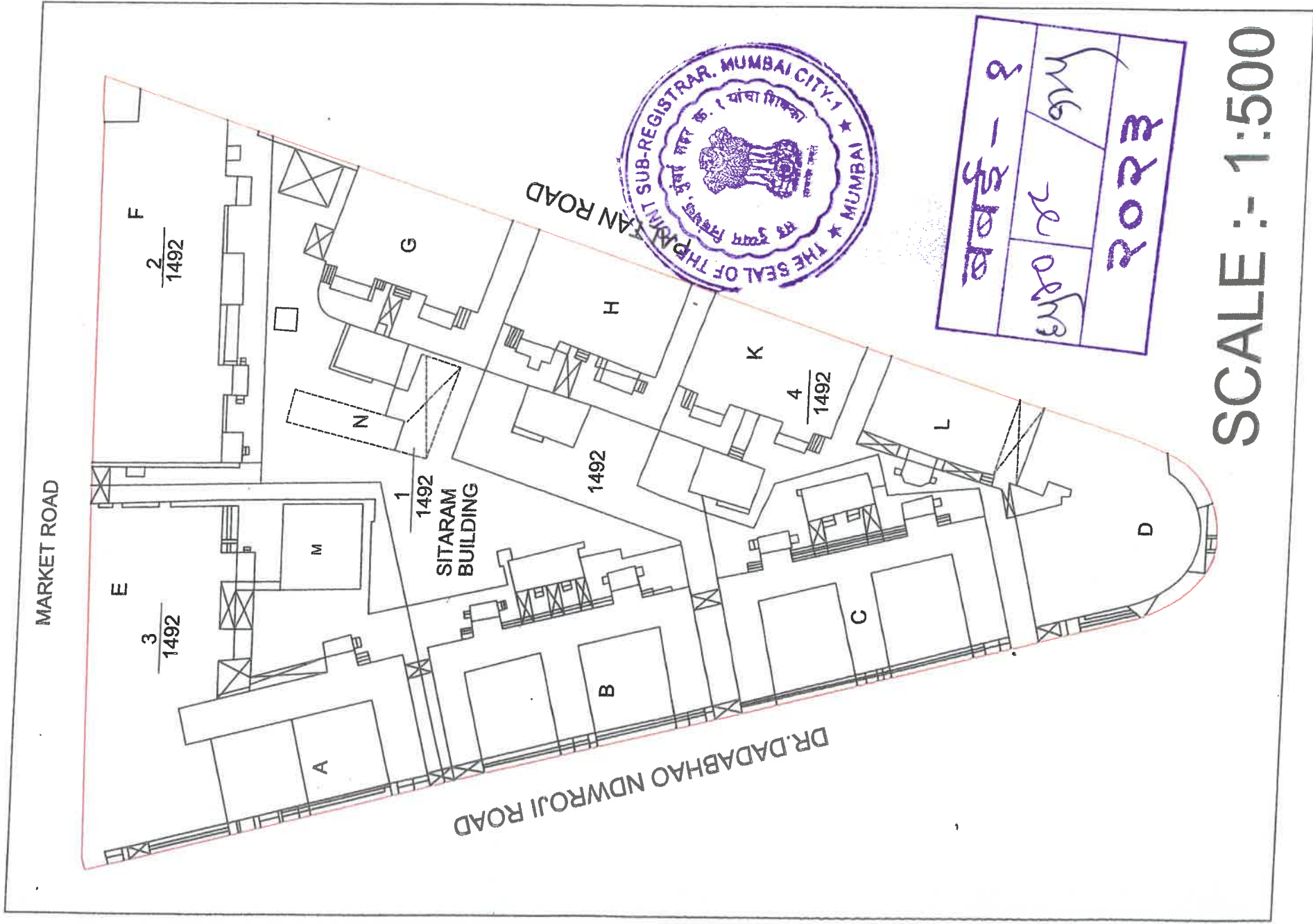
www.uidai.gov.in

P.O. Box No.1947,  
Bengaluru-560 001

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ANNEXURE - 'A'







ANNEXURE - "B"

EE/6923/A/A

MUNICIPAL CORPORATION OF GREATER MUMBAI

No. EE/6923/A/A - 07/013

To  
Kadakia N.K.  
Licensed Surveyor  
Sardar Ghatia Building  
R.No. 176, 4<sup>th</sup> floor,  
L.T. Road, Crawford Market,  
Mumbai - 400 002.

Ex. Eng. Bldg. Proposal (City)-II  
E' Ward, Municipal Office, 3rd Floor,  
10, S. K. Haniffuddin Marg, Byculla,  
Mumbai - 400 008.

Sub : Proposed amalgamation of plot bearing C.S. No. 1492, 1/1492, 2/1492, 3/1492 & 4/1492 of Fort Division situated Palton Road, 'A' Ward, Mumbai.

Sir,  
Your letter dated 13.05.2013.  
The amalgamation of plots bearing C.S. No. 1492, 1/1492, 2/1492, 3/1492 & 4/1492 of Fort Division, situated Palton Road, 'A' Ward, Mumbai subject to the compliance of the following conditions.

1. That the compound walls, if any, between two plots shall be demolished and common compound wall will be constructed along the boundaries of the amalgamated plot.
2. That the Registered Undertaking shall be submitted stating therein that the owner will not come forward for proposal of sub division of the amalgamated plot in future.
3. That the amalgamated plot shall be got demarcated by the S.L.R. and necessary changes got effected on the records of right and a copy thereof shall be sent to this office for records.
4. That the single P.R. Card of amalgamated plots shall be submitted within 3 months after execution of Lease Deed.
5. That these terms and conditions shall be binding not only on the owners for the time being but also on their heirs, executors, administrators, assignees and every person deriving the title through or under them.
6. That the N.O.C. from Estate Dept. for joint development shall be submitted.
7. That the fresh D.P. Remarks & Traffic & Co-ordination Department's remarks shall be submitted before submitting layout plans.
8. That the N.O.C. from C.F.O. for proposed development in layout shall be obtained.

A set of plan is returned herewith as a token of approval.

Yours faithfully,



Sd/-  
Executive Engineer,  
Building Proposals (City)-II

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2013	2014
2013	

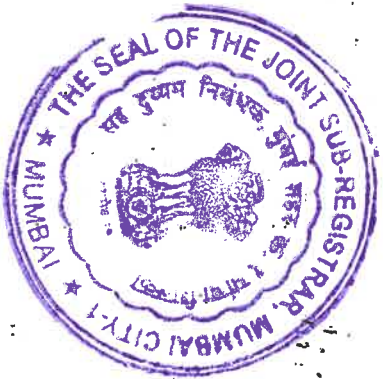
AL EB/8923/A/A

Copy to 1. THE OWNER No. EB/8923/A/A 000-07/10/13

- 1. The Owner,  
M/s. Beauty Lifestyles & Homes Pvt.  
10/138, Sitarani Building,  
Dr. P.N. Road, Mumbai - 400 001
- 2. Supdt. of Land Record,  
Mumbai City/1
- 3. 1<sup>st</sup> floor, Old Custom House,  
Shahid Bhagatsingh road,  
Mumbai- 400 001.

- 3. Asstt. Commissioner 'A' Ward
- 4. Asstt. Commissioner (Estate)

EX. ENG. (B.P.) CIV. 11  
29/04/10/13



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3. That the possession of the land along with existing or proposed redevelopment bldg. shall remain on "As is where is basis"
4. That the lessee shall have to make its own arrangement for taking connection for utility services from the electric sub station water mains drainage etc. as and when required.
5. That the said user shall not in any way cause nuisance to the residents of the nearby locality.
6. That the lessee shall at its own expenses keep the land/structures in proper level and in good sanitary conditions to the satisfaction of the Health Officer of the Corporation and allow maintenance staff of M.C.G.M. to clean the drains excavate, refill the trenches etc. when required.
7. That the lessee shall make its own arrangements to drain out the storm water and sewage water to the main road at their own cost.
8. That the cost of preparation of lease documents will be borne by the lessee.
9. That no transfer or sub lease sub let or leave and licence of the plot will be permitted without prior permission of M.C.G.M.
10. That lessee shall not erect any hoarding of whatsoever nature for commercial purpose without prior permission of Corporation which may be considered as per prevailing policy and payment thereof.
11. That the lessee shall pay all kind of taxes / fees / charges etc. imposed by M.C.G.M. / State Govt. / Central Govt and by the authority appointed in this behalf including N.A. Tax from time to time.
12. The lessee shall not carry out any additional construction/alteration / repairs to the existing bldg. on the demised premises at present in their possession during the tenure of lease without prior consent from Municipal Commissioner NOC of Asstt. Commissioner (Estate) deptt.
3. That there will be no change in other terms and conditions depending of the original lease even after renewal of lease. However, the Municipal Commissioner reserves the right to make additions / modification and/or relaxation in any of the terms and conditions on the circumstances on merits of the case.



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14. That the development on the demised land shall be governed by Development Control Regulation in force from time to time and amendment thereon.
15. That the extra ground rent / one time premium if any for proposal of additions / alteration or redevelopment or change of user etc. will be paid by lessee as per the policy in force of Estate deptt. of M.C.G.M.
16. That the lessee of the plot shall pay the penalty on the amount of delayed payment of lease rent / extra ground rent etc. at the rate of 18% simple interest as per the policy in case payment of yearly ground rent / extra ground rent is not made in stipulated time.
17. That breaches if any in the existing premises / structures shall be regularized within 6 months breach deposit to that effect shall be paid to M.M.C. if the breaches are not regularized within specified period. M.M.C. has its liberty to forfeit the breach deposit and further action as deem fit will be continue.
18. That the area of the plot shall got confirmed from D.T.L.R.
19. That in future if proposed policy of fixing of renewal of lease rent for municipal lease hold property of Govt. level is revise and if proposed any concession are granted in said revised policy benefit or extra over above and viz-z-versa shall be availed to the plot under reference.
20. Lease Deed will be executed on finalization of the policy by State Govt. for 'W' Schedule properties.

This is for your information: Please.

Yours faithfully,

  
 Asstt. Commissioner (Estate).  
 2/11/10

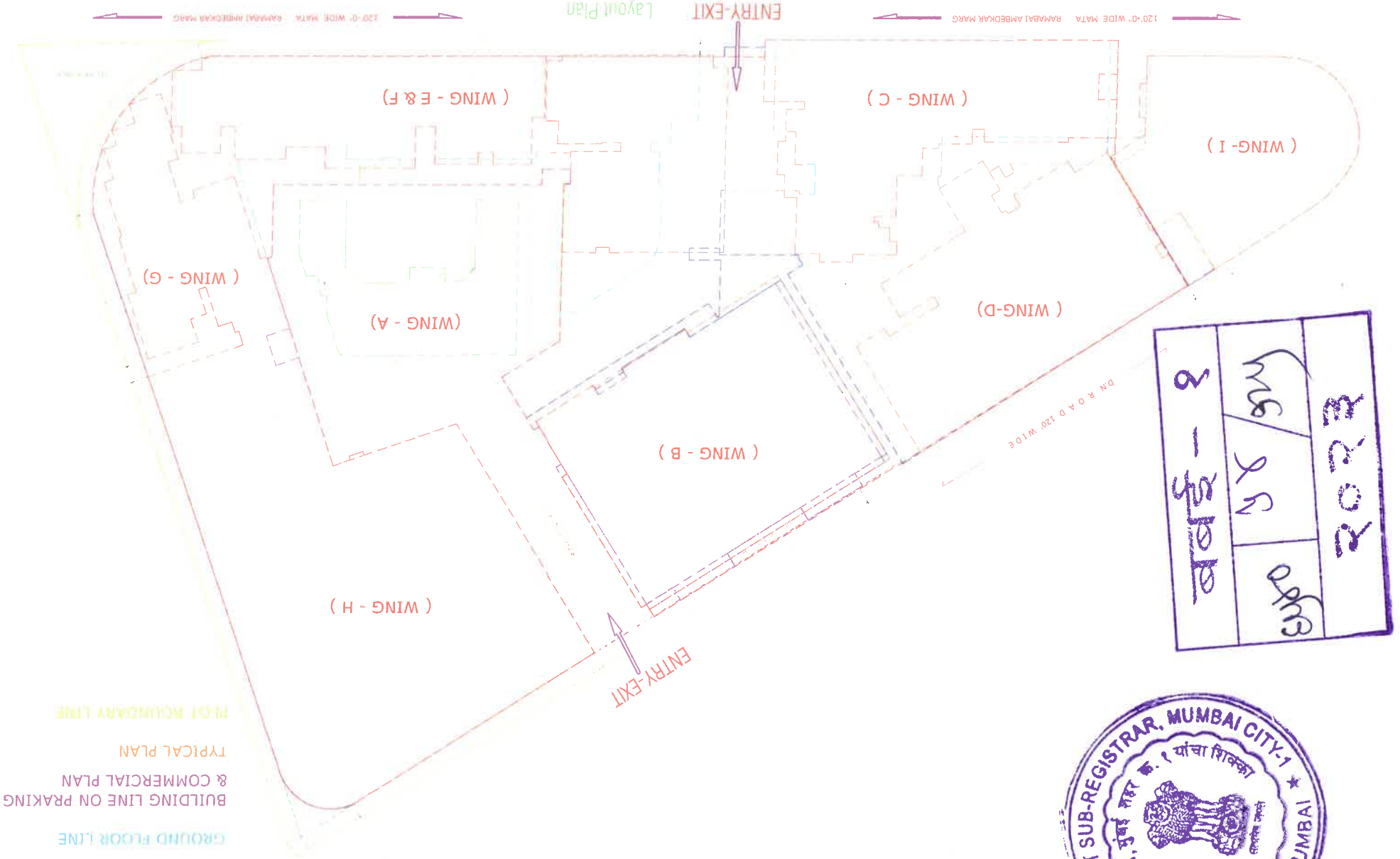


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# ANNEXURE - D

PROPOSED LAYOUT PLAN FOR THE REDEVELOPMENT OF C.S. NO. 1492, 1 / 1492 TO 4 / 1492 OF FORT DIVISION



2	2R	2023
2	2R	2023



GROUND FLOOR LINE  
BUILDING LINE ON PARKING  
& COMMERCIAL PLAN  
TYPICAL PLAN  
PLOT BOUNDARY LINE

ANNEXURE - E



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 : P51900006300

Project: Greenstone Heritage - Wing - E and F, Plot Bearing / CTS / Survey / Final Plot No.: CS No - 1492 and 1/1492 of Fort Division at ABCD-400001, Ward ABCD, Mumbai City, 400001;

1. Beauty Lifestyles And Homes Pvt. Ltd. having its registered office / principal place of business at Tehsil: Ward ABCD, District: Mumbai City, Pin: 400001.
2. This registration is granted subject to the following conditions, namely:-
  - o The promoter shall enter into an agreement for sale with the allottees;
  - o The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
  - o The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;

OR

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

- o The Registration shall be valid for a period commencing from 18/08/2017 and ending with 01/04/2024 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
- o The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- o That the promoter shall take all the pending approvals from the competent authorities

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.

Dated: 18/05/2020  
Place: Mumbai

Signature valid  
Digitally Signed by  
Dr. Vasant Armanand Prabhu  
(Secretary, MahaRERA)  
Date: 14-06-2020 12:54:30

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

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# ANNEXURE - 'F'

BMPF-45742-1530 Forms.

346  
Form 88

In reply, please quote No. and date of this letter.

EC/11  
120 King Road, Pimpri, Dist. II  
Ward Municipal Office,  
1st Floor, 10-Sk, Khatwasda Marg,  
Pimpri, Bombay-400 008.

Re: Application of Disapproval under Section 346 of the Bombay Municipal Corporation Act, as amended up to date.

EEBPC/5634/A/A  
No. E. B./CE/

of 1998 -1999

MEMORANDUM

Municipal Office,  
Bombay 18-9-1998

The Director  
Beauty Home and Quick Finance Co.,  
C/14, Sitarani Building, Dr. D.N. Road,  
Mumbai-400 001.

With reference to your Notice, letter No. 3200 dated 3-2-97 and delivered on 1-2-97 and the plans, Sections, Specifications and Description and further particulars and details of your building \* on C.S.No.1/1492 of Fort. Division, D.N.Road, Mumbai furnished to me on 1-2-97. I have to inform you that I cannot approve the building of work proposed to be carried out under Section 346 of the Bombay Municipal Corporation Act as amended up to date, by the above reasons:-

(A) FOLLOWING CONDITIONS TO BE COMPLIED WITH BEFORE COMMENCEMENT OF THE WORK UPTO PLINTH LEVEL

1. That the Commencement Certificate under Section 44/69(1)(a) of the M.R. & T.F. Act will not be obtained before starting the proposed work.
2. That the plot boundaries will not be got demarcated from competent authority and that the compound wall will not be constructed to all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of the holding before starting the work as per D.C.Regulation No.38(27).
3. That the low lying plot will not be filled up to a reduced level of at least 92 T.H.D. or 6" above adjoining road level whichever is higher with murrum, earth, boulders etc. and will not be levelled, rolled, consolidated and sloped towards road side, before starting the work.
4. That the specifications for layout/D.O./or access roads will not be completed before starting the construction work and the access to the land will not be developed accordingly including providing street lights and S.W.D., the Completion Certificate will not be obtained from E.E.(R.C.)/E.E.(S.W.D.) of City before submitting Building Completion Certificate.
5. That the Structural Engineer will not be appointed, Supervision memo as per Appendix XI (Regulation 5(3)(ix)) will not be submitted by him and demolition and reconstruction work shall not be carried out under strict supervision of the Structural Engineer all the time.
6. That the structural design and calculations for the proposed work accounting for seismic analysis as per relevant I.S.Code and for existing building showing adequacy thereof to take up additional load will not be submitted before C.C.
7. That the plot boundaries will not be got demarcated at site through A.E.(Survey)/E.E.(T&C)/E.E.(D.P.)/D.I.R. before applying for C.C.
8. That the sanitary arrangement shall not be carried out as per Municipal Specifications, and drainage layout will not be submitted before C.C.
9. That the registered Agreement / Court consent terms with the existing tenant/occupants alongwith the plans will not be submitted before asking for U.R.



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F 10.



Contd...

(9) THAT THE FOLLOWING GENERAL CONDITIONS TO BE COMPLIED WITH BEFORE GRANTING OCCUPATION CERTIFICATE TO ANY PART OF THE PROPOSED BUILDING

1. That the conditions mentioned in the clearance under No. C/UC/D.III/22/6267 dt. 22-4-97 obtained from Competent Authority under U.L.(C. & R.)Act, 1976 will not be complied with.
2. That the separate vertical drain pipe, soil pipe with a separate gully trap, water main, O.H.tank, etc. for Maternity Home/Nursing Home, user will not be provided and the drainage system or the residential part of the building will not be affected.
3. That the some of drains will not be laid internally with C.I. pipes.
4. That the dust bin will not be provided as per C.E.'s Circular No. CE/9297/II of 26.6.1978.
5. That the surface drainage arrangement will not be made in consultation with E.E.(S.W.D.) or as per his remarks and a Completion Certificate will not be obtained and submitted before applying for Occupation Certificate/B.C.C.
6. That 10'-0" wide paved pathway upto staircase will not be provided.
7. That the surrounding open spaces, parking spaces and terrace will not be kept open and unbuilt upon and will not be levelled and developed before requesting to grant permission to occupy the building or submitting the B.C.C. whichever is earlier.
8. That the name plate/board showing Plot No., name of the building etc. will not be displayed at a prominent place.
9. That carriage entrance shall not be provided.
10. That the parking spaces shall not be provided as per D.C. Regulation No.36.
11. That B.C.C. will not be obtained and I.O.D. and debris deposit etc. will not be claimed for refund within a period of 6 years from the date of its payment.
12. That the Drainage Completion Certificate from E.E.(S.P.)P&D City for provision of septic tank/soak pit will not be submitted.
13. That every part of the building construction and more particularly overhead tank will not be provided as with the proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder etc.
14. That the final N.O.C. from M.H.A.D.A. shall not be submitted.
15. That some parts of the building will be handed over to the occupants without obtaining the occupation certificate to that effect, from this office.



2023	25/7/97
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- (A) 12. That the basement will not comply with the basement Rules and Regulations and registered Undertaking for not misusing the basement will not be submitted before C.C.
13. That the qualified/registered Site Supervisor through Architect/Structural Engineer will not be appointed before applying for C.C. and the demolition and reconstruction work shall not be carried out under the supervision of the qualified/registered Site Supervisor all the time.
14. That extra water and sewerage charges will not be paid to A.E.M.A-Ward before C.C.
15. That the prenum/deposits as follows will not be paid -  
 1) Development charges as per M.R. & T.P. (Amendment) Act, 1992  
 41) Balcony enclosure fees and Open space deficiency premium.  
 411) Insecticide charges  
 4V) Layout fees and security deposit/and prenum for R.G. Comdonatio lease, if any, will not be paid to Ward Officer (Escases) Office and receipts thereof will not be submitted to this office and their specific N.O.C. for the redevelopment will not be submitted.
17. That the N.O.C. from M.H. & A.D. Board will not be revalidated and all relevant conditions will not be complied with.
18. That the registered Undertaking in prescribed proforma agreeing to demolish the excess area if constructed beyond permissible F.S.I. shall not be submitted before asking for C.C.
19. That the work will not be carried out strictly as per approved plan and in conformity with the D.C.Regulation In-force.
20. That the stability of the adjoining building in this plot and other buildings/structures in adjoining plots shall be disturbed and an registered Undertaking to that effect stating therein that none of the part or parts of the building which is proposed to be retained will not be disturbed, will not be submitted.
21. That the N.C.C. from the B.E.S.T. for the electric sub-station and its approval will not be submitted.
22. That the registered Agreements with the occupants of non-cessed structures and relevant Court consent terms will not be submitted.
23. That the light/ventilation of the abutting part of the building to be retained will be disturbed due to the Floor Mill now proposed.
24. That the work of the building rehousing the tenants will not be completed prior to the commencement of the work of the proposed Hotel Building.
25. That the parking layout will not be got approved from E.E.(Tr. & Planning).
26. That N.O.C. from Traffic Police Deptt. regarding the proposed hotel building will not be obtained and submitted.
- (B) FOLLOWING CONDITIONS TO BE COMPLIED WITH BEFORE FURTHER C.C. OF SUPER STRUCTURE
1. That the requirements of N.O.C. from C.A., U.L.C. & R.Act, will not be complied with before starting the work above plinth level.



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No. 5634 / A. 18-9-98

## NOTES

- (1) The work should not be started unless objections are compiled 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 house and 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 submitter 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 with the required deposit for the construction of carriage entrance, over the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer or his representative in Wards atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presumed that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- (7) The hoarding of between wall for supporting the deposits 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 scaffolding, bricks, metal, sand, preps debris, etc., should not be deposited over footpaths or public street by the owner/architect/their contractors, etc., without obtaining prior permission from the Ward Officer of the area.
- (8) The work should not be started unless the manner in obviating all the objections is approved by this department.
- (9) No work should be started unless the structural design is approved.
- (10) The work above plinth should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces and dimension.
- (11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road and footpath.
- (12) All the terms and conditions of the approved layout/sub-division under No. \_\_\_\_\_ of \_\_\_\_\_ should be adhered to and complied with.
- (13) No Building/Drainage Completion Certificate will be accepted non water connection granted (except for the construction purposes) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay Municipal Corporation Act and as per the terms and conditions for sanction to the layout.
- (14) Reversion 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 Municipal Commissioner 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 125 cubic metres per 10 Sq. metres below payment.
- (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below, level of 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 proposed to be demolished are demolished.



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This intimation of Disapproval is given exclusively for the purposes of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing Commission under Section 13(b) (ii) of the Rent Act and in the event of your proceeding with the work, you are without an intimation about commencing the work under Section 347(1) (aa) or your starting the work without removing the structures proposed to be removed the act shall be taken as a secret breach of the conditions under which this intimation of Disapproval is issued and the sanction will be re-taken and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act, 1962 (12 of the Town Planning Act), will be with drawn.

- (21) If it is proposed to demolish the existing structure by negotiations with the tenants, after the circumstances, the work as per approved plans should not be started up in hand unless the City Engineer is satisfied with the following:—
  - (i) Specific plans in respect of evicting or relocating the existing tenants or your stating their number and the area in occupation of each
  - (ii) Specifically signed agreement between you and the existing tenants that there are willing to vacate or the alternative arrangements for the proposed structure as per the said Regt.
  - (iii) Plans showing the phased programme of construction has to be duly approved by the office before starting the work so as not to disturb at any stage of construction, the Development Control Rules regarding over-throw, height and ventilation of existing structure.
- (22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first before starting the work.
- (23) In case of additional floor no work should be start or during monsoon which will cause arise water leakage and consequent nuisance to the tenants staying on the floor below.
- (24) The bottom of the over head storage tank above the finished level of the terrace shall not be more than 1 metre.
- (25) The work should not be started above the floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary, is obtained.
- (26) It is to be understood that the foundations must be excavated down to hard soil.
- (27) The positions of the joints and other appendages in the building should be so arranged as not to necessitate the laying of drains inside the building.
- (28) The water arrangement must be carried out in strict accordance with the Municipal requirements.
- (29) No new well, tank, pond, cistern or fountain, etc. if be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Bombay, as required in Section 381-A of the Municipal Corporation Act.
- (30) All gully traps and open drainage system shall be provided with tight fitting mosquito proof covers made of wrought iron plates or brass. The mouth of all drains shall be covered with a properly fitting mosquito proof cover of cast iron or copper in one piece. With locking arrangement provided with a key and lock mechanism or spring locking the purpose of a lock and the warning papers of the risk of infection with virus or disease shaped like a lock must (not) with cover paper a job part of the cover shall be 1.5 metre or more in length. The cistern shall be made easily, safely and permanently, a concrete or providing a drain fixed from ladder, the upper ends of the ladder should be cemented and provided 60 cms. above the top where they are to be fixed and its lower ends in cement concrete blocks.
- (31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coating over compound wall.
- (32) **That the State Insurance Policy to cover the compensated on/claims relating out of workmen's Compensation Act, 1923 will be taken out before starting the work and also will be renewed during the construction.**
- (33) If the proposed addition is intended to be carried out on old foundations and structures, you will do so at your own risk.



*M. J. P. V.*  
 Executive Engineer, Building Department  
 Zone... II, Wards...

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No. EEBFC/5634/A/A of 18-9-98

Contd...

(D) FOLLOWING CONDITIONS TO BE COMPLIED WITH BEFORE B.C.C.

1. That Certificate under Section 270A of B.M.C. Act will not be obtained from H.E.'s Department regarding adequacy of water supply.

  
Executive Engineer-II  
Building Proposals (City)



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ANNEXURE - (F)

Form No. 346

EC-18

M. Eng. Reg. Proposals (City) 3<sup>rd</sup> Ward Municipal Office, 1<sup>st</sup> Floor, 10-36, Haffizuddin Street, Seculla, BOHRABAY-400008

Form No. 346  
88

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

No. EB/741/A/A OF 313/07  
BS/A of 200 - 200

MEMORANDUM

M/s. Beauty Life Style & Homes Pvt. Ltd.  
C/138, Sitaran Bldg.  
Dr. D.N. Road,  
Mumbai-400 001.

Municipal Office,  
Mumbai .....200

With reference to your Notice, letter No. 924..... dated 29.4.2004. 200x and delivered on 29.4.2006 ..... 200x and the plans, Sections Specifications and Description and further particulars and details of your buildings at Plot bearing C.S.No. 1492 & 4/1492... of... of... Div. is furnished to me under your letter, dated 29.4.2006... I have to inform you that I cannot approval of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Bombay Municipal Corporation Act as amended upto-date, my disapproval by thereof reasons :-

A) THAT THE FOLLOWING CONDITIONS TO BE COMPLIED WITH BEFORE COMMENCEMENT OF THE WORK UPTO PLINTH LEVEL.

1. That the commencement certificate under Section 44/69(1)(a) of the M.R.T.P. Act will not be obtained before starting the proposed work.
2. That the builder / developer / owner shall not prepare a "debris management plan" showing the prospective quantum of debris likely to be generated, arrangements for its proper storage at the site, transportation plan of the agency appointed for the same, with numbers and registration numbers of vehicles to be deployed and the final destination where the debris would be unloaded by them and submit the same to the Zonal Executive Engineer of S.W.M. Department and the same shall not be got approved before demolition of existing building or commencing any construction activity.
3. That the compound wall is not constructed on all sides of the plot cleared the road widening line with foundation below level of bottom of 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).
4. That the low lying plot will not be filled up to a reduced level of at least 92 T.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders, etc. and will not be leveled, rolled, consolidated and TRUE COPY sloped towards road side, before starting the work.

200x	200x
200x	200x

Cont...-2(a) -  
KADARIA N. K.  
Licence Surveyor



( ) That proper gutters and down pipes are not intended to be put to prevent water dripping from the leaves of the roof on the public street.

( ) That the drainage work generally is not intended to be executed in accordance with the Municipal requirements.

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at any time before the ..... day of ..... 2008 but not so as to contravene any of the provision of the said Act, as amended aforesaid or any rule, regulations or bye-law made under that Act at the time in force.

Your attention is drawn to the Special Instructions and Note accompanying this Intimation of Disapproval.

*[Signature]*  
Executive Engineer, Building Proposals,  
Zone City-1

**SPECIAL INSTRUCTIONS**

(1) THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.

(2) Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commission for Greater Mumbai has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.

(3) Under Section 152 of the Act whereby the person liable to pay property tax is the person who is in possession of the property at the time of assessment, your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property tax is the person who is in possession of the property at the time of assessment. This compliance with this provision is punishable under Section 167 of the Act, from the earliest possible date in the current year in which completion on occupation is detected by the Assessor and Collector's Department.



(5) Your attention is further drawn to the provision of Section 353-A about the necessary of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your permits and to permit permission before occupation and to levy penalty for non-compliance under Section 471 if necessary.

(6) Proposed date of commencement of work should be communicated as per requirements of Section 47 (1) (a) of the Bombay Municipal Corporation Act.

(7) One copy of the block plan should be submitted for the Collector, Mumbai Suburban District.

(8) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector Mumbai Suburban District before the work is started. The Non-agricultural assessment shall be paid at the site 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 Disapproval.

<i>[Signature]</i>	<i>[Signature]</i>
<i>[Signature]</i>	<i>[Signature]</i>

No. EB/CE/ /BS of 03103107 /A

### NOTES

- (1) The work should not be started unless objections are complied with
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencement the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained any shed to house and store for constructional purposes. Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and 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 workers, before starting the work.
- (5) Water connection for constructional purpose will not be given until the hoarding is constructed and application made to the Ward Officer with the required deposit for the construction of carriage entrance, over the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer or his representative in Wards atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presume that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- (7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks metal, sand preps, debris, etc. should not be deposited over footpaths or public street by the owner/ architect/their contractors, etc. without obtaining prior permission from the Ward Officer of the area.
- (8) The work should not be started unless the manner in obviating all the objection is approved by this department.
- (9) No work should be started unless the structural design is approved.
- (10) The work above plinth should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces & dimension.
- (11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road an footpath.
- (12) All the terms and conditions of the approved layout/sub-division under No. 2073-2 should be adhered to and complied with.
- (13) No Building/Drainage Completion Certificate will be accepted non water connection (except for the construction purposes) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay Municipal Corporation Act 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 Municipal Commissioner 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 broke glass pieces at the rate of 125 cubic meters per 10 sq. meters below payment.
- (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of 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 proposed to be demolished are demolished.

<u>2073-2</u>
<u>2073</u>


**TRUE COPY**  
**KADAKIA N. K.**  
Licensed Surveyor



- (20) This Intimation of Disapproval is given exclusively for the purpose of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing commissioner under Section 13 (h) (1) of the Rent Act and in the event of your proceeding with the work either without an intimation about commencing the work under Section 347 (1) (ad) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanction will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act, 1966, (12 of the Town Planning Act), will be withdrawn.
- (21) 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 City Engineer is satisfied with the following:-
  - (i) Specific plans in respect of evicting or rehousing the existing tenants on hour 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 or the alternative accommodation in the proposed structure at standard rent.
  - (iii) Plans showing the phased 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.
- (22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first before starting the work.
- (23) In case of additional floor no work should be start or during monsoon which will same arise water leakage and consequent nuisance to the tenants staying on the floor below.
- (24) the bottom of the over hand storage work above the finished level of the terrace shall not be more than 1 metre.
- (25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained.
- (26) It is to be understood that the foundations must be excavated down to hard soil.
- (27) The positions of the mananis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- (28) The water arrangement must be carried out in strict accordance with the Municipal requirements.
- (29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Corporation Act.
- (30) All gully traps and open channel drains shall be provided with right fitting mosquito proof covers made of wrought iron plates or hinges. The manholes of all systems shall be covered with a properly fitting mosquito proof fitted cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on tightly serving the purpose of a lock and the warning pipes of the ribbet pressed with screw or dome shape pieces (like a garden mari rose) with copper pipes with perforations each not exceeding 1.5 mm. in diameter, the circles shall be made easily, safely and permanently a ceasible by providing a firmly fixed iron ladder, the upper ends of the ladder should be earmarked and extended 40 cms. above the top where they are to be fixed and its lower ends in cement concrete blocks.
- (31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall.
- (32) \*~~अनुमतिपत्रावरील बांधकामाबाबतचे सर्व नियमावलींचे पालन करावे. अशा बांधकामाबाबतचे सर्व नियमावलींचे पालन न करता बांधकामाबाबतचे कामे घेतली जाऊ नये.~~
- (33) If the proposed additional is intended to be carried out on old foundations and structures, you will do so at your



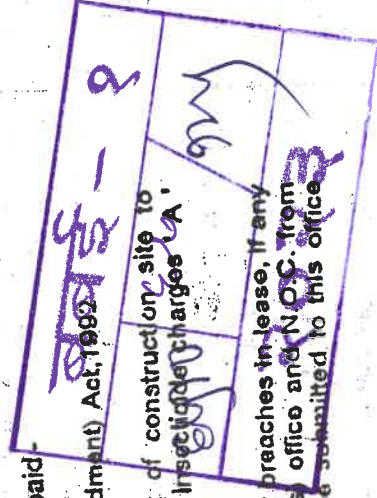
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 Executive Engineer, Building Proposals  
 Greater Mumbai - I

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No. EB/ 741/A/A. 03/03/07

Contd... (A).

5. That the structural engineer will not be appointed. Supervision memo as per Appendix-XI (Regulation 5(3)) (X) will not be submitted by him.
6. That the structural design and calculations for the proposed work accounting for seismic analysis as per relevant I.S. Code and for existing building showing adequacy thereof to take up additional load alongwith bearing capacity of the soil strata will not be submitted before C.C.
7. That the sanitary arrangements shall not be carried out as per Municipal Specifications, and drainage layout will not be submitted before C.C.
8. That the Indemnity Bond indemnifying the Corporation for damages, risks, accidents, to the occupiers and an Undertaking regarding no nuisance will not be submitted before C.C./starting the work.
9. That the existing structure proposed to be demolished will not be demolished or necessary Phase Programme with agreement will not be submitted and got approved before C.C.
10. That the requirements of N.O.C. of C.F.O will not be obtained & the requisitions, if any, will not be compiled with before occupation certificate / B.C.C.
11. That the basement will not comply with the Basement Rules and Regulation and Registered Undertaking for not misusing the basement will not be submitted before C.C.
12. That the qualified/Registered Site supervisor through Architect/Structural Engineer will not be appointed before applying for C.C.
13. That extra water and sewerage charges will not be paid to A.E.W.W. 'A' Ward before C.C.
14. That the premium/deposits as follows will not be paid -
  - a. Condonation of deficient open spaces.
  - b. Development charges as per M.R. & T.P. (Amendment) Act, 1992
  - c. Balcony enclosure fees.
  - d. Payment of advance for providing treatment of construction site to prevent epidemic like dengue, malaria etc. to Inspector charges 'A' Ward.
15. That the extra ground rent / penalty, premium for breaches in lease, if any will not be paid to Asstt. Commissioner (Estates) office and N.O.C. from Asst. Commissioner (Estates) thereof will not be submitted to this office before C.C.
16. That the registered undertaking in prescribed proforma agreeing to demolish the excess area if constructed beyond permissible F.S.I. shall not be submitted before asking for C.C.
17. That the work will not be carried out strictly as per approved plan and in conformity with the D.C.Regulations in force.
18. That the N.O.C. from Tree authority shall not be submitted TRUE COPY for plinth C.C.



TRUE COPY



Net/A-74

KALYAKIA N. K.  
Licenr.



19. That the Registered Undertaking shall not be submitted for agreeing to pay the difference in premium paid and calculated as per revised land rates.
20. That the Janata Insurance policy or policy to cover the compensation claims arising out of Workmen's Compensation Act, 1923 will not be taken out and a copy of the same will not be submitted before asking C.C. and renewed during the construction of work.
21. That the N.O.C. from Asstt. Commissioner (Estates) shall not be submitted.
22. That the N.O.C. from B.E.S.T. for sub station shall not be submitted.
23. That the fresh Tax Clearance Certificate from A.A. & C'A ' Ward shall not be submitted.
24. That the Regd. U/T against misuse of Parking floor / Podium / Nitches / Part terrace / Basement shall not be submitted.
25. That the footpath in front of plot shall not be repaired / restored once in a year or before occupation whichever is earlier.
26. That the Indemnity bond against no nuisance due to contravening toilets shall not be submitted.
27. That the Indemnity Bond indemnifying M.C.G.M. against disputes, litigations, claims, arising out of ownership of plot shall not be submitted.
28. That the U.L.C. affidavit and Regd. U/T for U.L.C. shall not be submitted.
29. That the remarks from H.E. Department shall not be submitted.
30. That the debris shall not be dumped on the Municipal ground only.
31. That the board displaying the details of development of the work shall not be displayed at site.
32. That the necessary remarks for construction of SWD will not be obtained from Dy.Ch.Eng.(S.W.D.) City and Central Cell before asking for plan approval C.C..
33. That the N.O.C. from Dy.Ch.E.(S.P.) P&D for proposed sewer line shall not be submitted before C.C.
34. That the Regd. U/T for apprising the Rehab Tenant / User / prospective buyers regarding contravening toilets shall not be submitted before C.C.
35. That the copy of PAN card of the applicant shall not be submitted before C.C.
36. That the precautionary measures to avoid dust nuisance such as erection of G.I. sheet screens at plot boundaries upto reasonable height shall not be provided before demolition of existing structures at site.
37. That the fresh P.R.Card in the name of owner shall not be submitted before C.C.
38. That the revalidation of U.L.C. shall not be submitted before C.C.



N.O.C. shall not be submitted before C.C.	
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No. EBI 741/A/A. of 03/03/07

Confd... (A)

39. That the construction activity for work of necessary piling shall not be carried out by employing modern techniques such as rotary drilling, micropiling etc. Instead of conventional jack and hammer to avoid nuisance damage to adjoining buildings.
40. That the N.O.C. from E.E.T. & C. shall not be obtained for the parking before C.C.
41. That Regd. U/T for minimum Nuisance during construction activity shall not be submitted before C.C.
42. That the work shall not be carried out between 7.00 A.M. to 7.00 P.M. only.
43. That the G.I. Sheet screens at plot boundaries upto adequate height to avoid dust nuisance shall not be provided before demolition of existing building.
44. That the precautionary measures to avoid nuisance duct to dust, such as providing G.I. Sheets at plot boundaries up to reasonable height shall not be taken.
45. That remarks from E.E.(M.&E.) for ventilation shall not be submitted.
46. That the C.C. shall not be asked unless payment of advance for providing treatment at construction site to prevent epidemics like Dengue, Malaria, etc. is made to the Insecticide Officer of the concerned Ward Office and Mumbai provision shall be made as and when required by Insecticide Officer for inspection of water tanks by providing safe and stable ladder, etc. and requirements as communicated by the Insecticide Officer shall be complied with.
47. No main beam in a R.C.C. framed structure shall not be less than 230mm wide. The size of the columns shall also not be governed as per the applicable I.S. codes.   
 2000 32 / 9m
48. All the cantilevers (Projections) shall not be designed for five times the load as per IS Code 1993-2002 including the columns projecting beyond the terraces and carrying the overhead water storage tank, etc.
49. In R.C.C. framed structures, the external walls shall not be less than 230 mm. If in brick masonry or 150 mm. autoclaved cellular concrete block excluding plaster thickness as circulated under No. CE/PD/1945/1 of 2.2.2006.
50. That the final order that may be passed by Hon'ble Supreme Court in pending SLP's shall not be obeyed.
51. That the order of Supreme Court to not to claim any equity in respect of construction if any, made as per permission granted shall not be agreed upon.
52. That the order of Supreme Court to not to grant third party, right without leave of court shall not be agreed upon.
53. That the N.O.C. from U.L.C. for amalgamation point of view shall not be submitted.
54. That the N.O.C. from B.E.S.T. for meter room shall not be submitted.



2000 32 / 9m

TRUE COPY  
KADAKKA N. K.  
Licensor

55. That the N.O.C. from M.T.N.L. for M.T.N.L. room shall not be submitted.

**(B) THE FOLLOWING CONDITIONS TO BE COMPLIED WITH BEFORE FURTHER C.C. OF SUPERSTRUCTURE:**

1. That the requirement of N.O.C. from C.A., U.L.C. & R. Act, will not complied with before starting the work above plinth level.
2. That the plinth dimensions shall not be got checked from this office before asking for further C.C. beyond plinth.
3. That the Structural stability certificate through Regd. Structural Engineer regarding stability of constructed plinth shall not be submitted before asking for C.C. beyond plinth.
4. That the compliance of necessary remarks for construction of SWD will not be submitted before granting full C.C. for the said building.

**(C) THE FOLLOWING GENERAL CONDITIONS TO BE COMPLIED WITH BEFORE GRANTING O.C.C. TO ANY PART OF THE PROPOSED BUILDING:**

1. That the conditions mentioned in the clearance under No.C/U.L.C/D-III/22/7763 dated 31.06.2004 obtained from Competent authority under U.L.C. & R. Act, 1978 will not be complied with.
2. That the separate vertical drain pipe, soil pipe with a separate gully trap, water main, O.H. Tank, etc. for Maternity, Home/Nursing Home, user will not be provided and the drainage system or the residential part of the building will not be affected.
3. That some of the drains will not be laid internally with C.I. Pipes.
4. That the dust-bin will not be provided as per C.E.'s circular No.CE/8297/1 of 26-6-1978.
5. That the surface drainage arrangement will not be made in consultation with E.E.(SWD) or as per his remarks and a completion certificate will not be obtained and submitted before applying for occupation certificate/B.C.C.
6. That 10'0" wide paved pathway upto staircase will not be provided.
7. That the surrounding open spaces, parking spaces and terrace will not be kept open and un-built upon and will not be leveled and developed before requesting to grant permission to occupy the building or submitting the B.C.C. whichever is earlier.
8. That the name plate/Board showing Plot No., name of the building etc. will not be displayed at a prominent place.
9. That carriage entrance shall not be provided.
10. That the parking spaces shall not be provided as per D.C. Regulation No.95.
11. That B.C.C. will not be obtained and I.O.D. and debris deposit etc. will not be claimed for refund within a period of 6 years from the date of its payment.
12. That the N.O.C. from Inspector of Lifts, P.W.D., Maharashtra, will not be obtained and submitted to this office.



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Nalwa-741

Contd. (A)

No. EB/ 741/A/A OF 03/03/07

13. That the Drainage completion certificate from (S.P.) (P&D) City for provision of Septic Tank/Soak pit will not be submitted.
14. That the Drainage completion Certificate from A.E. (B.P.) City for House drain will not be submitted & got accepted.
15. That every part of the building construction and more particularly overhead tank will not be provided as with the proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder etc.
16. That final N.O.C. from Asstt. Commissioner (Estates)/ MHADA/ C.F.O./ Tree Authority shall not be submitted before asking for occupation permission.
17. That the compliance of N.O.C. from H.E. will not be made and certificate to that effect will not be submitted.
18. That the Fresh property card in the name of the owner shall not be submitted.
19. That the vermiculture bins for the disposal of wet waste as per design and specifications of organization or companies specialized in this field as per list furnished by Solid waste Management of M.C.G.M. shall not be provided.
20. That the installation of Rain Water Harvesting scheme as per the State Govt.'s directives u/No. TPB 432001/2133/CR-230/01/JD-11 dated 10<sup>th</sup> March 2005 shall not be provided before applying for occupation permission.
21. That the N.O.C. from Ch. Eng. (M. & E.) for mechanised parking shall not be submitted.
22. That the N.O.C. from MHADA for amalgamation point of levels shall not be submitted before redevelopment of any cessed structure of adjoining plot.

**(D) THE FOLLOWING CONDITIONS TO BE COMPLIED WITH BEFORE B.C. IS OBTAINED FROM H.E.'s Department regarding adequacy of water supply.**

1. That certificate under Section 270-A Of M.M.C. Act will not be obtained from H.E.'s Department regarding adequacy of water supply.



Executive Engineer  
Building Proposals (City)-II

No. EB/ 741/A/A OF 03/03/07

Copy to :- 1. Shri. Kadakia N.K.  
Licensed Surveyor  
Sardar Griha Building,  
Room No. 176, 4<sup>th</sup> floor,  
198, L.T. Road,  
Crawford Market, Mumbai-400 002.

2. Asstt. Commissioner 'A' Ward,

3. A.E.W. 'A' Ward,

4. Dy. A. & C. City

5. O.S. (B.P.) City.

2007-08	2007-08
2007-08	2007-08

Executive Engineer  
Building Proposals (City)-II

Nak/A-741

Nak/A-741

TRUE COPY

KADAKIA N. K.  
LICENSEE

"G"  
ANNEXURE -

C - 3



**MUNICIPAL CORPORATION OF GREATER MUMBAI**

**FORM 'A'**

**MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966**

No EB/741/A/A AND EB/5634/A/A/FCC/9/A/amend

**COMMENCEMENT CERTIFICATE**

To.  
M/s. Beauty Homes Quick Finance Pvt. Ltd.  
"C/14, Sitaram Building

Sir,

With reference to your application No. EB/741/A/A AND EB/5634/A/A/FCC/9/A/amend Dated. 30 May 2018 for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no 337 (New) dated 30 May 2018 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. N.A. C.T.S. No. 1492, 1/1492, 2/1492, 3/1492 and 4/1492 Division / Village / Town Planning Scheme No. Fort situated at Mata Ramabai Ambedkar Marg and D.N. Road Road / Street in A Ward Ward

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

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

The Municipal Commissioner has appointed Shri. Asst.Eng.(BP)City 1 A,F/N Ward Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.



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This CC is valid upto 30/8/2019

Issue On : 31 Aug 2018 Valid Upto : 30 Aug 2019

Application Number :

Remark :

Issue On : 31/3/2017 Valid Upto : 30/3/2019

Plinth C.C. i.e. up to the top of the basement of wing E and wing F.

Issue On : 9/2/2018 Valid Upto : 30/3/2019

BEST Substation approval

Issue On : 15/3/2018 Valid Upto : 30/3/2019

This part plinth CC is granted for Wing "D" i.e. up to top of basement for part portion as marked on plan only, as per the last approved plans dated 17.03.2017.

Application date: 13.08.2018

This C.C. is Re-endorse as per amended approved plan dated 26.06.2018 only for the portion for which Commencement Certificate is already granted.

Approved By

Issue On : 29 Sep 2018

Valid Upto : 28 Sep 2019

Application Number :

Remark :

This C.C. is now extended for entire work of wing 'E' and 'F' i.e. Ground floor to 9th upper floor except for the portion marked 'C-D-E-F' on plinth plan, as per amended approved plan dated 26.06.2018.

Approved By

EB/741/A AND EB/5634/A/A/FCC/9/Amend



Page 2 of 5 On 29-Oct-2021

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Issue On : 05 Nov 2018

Valid Upto : 04 Nov 2019

Application Number :

Remark :

This C.C. is granted only for balance portion of plinth CC of wing 'D' as per the amended approved plan dated 26.06.2018.

Approved By

Issue On : 30 Aug 2019

Valid Upto : 29 Aug 2020

Application Number : EB/741/A/A AND EB/5634/A/A/FCC/6/A/Amend

Remark :

This C.C. is now re-endorse as per amended approved plan dated 05.08.2019.

Approved By

Asst.Eng.(BP)City I A,B Ward  
Assistant Engineer (BP)

Issue On : 19 Oct 2019

Valid Upto : 18 Oct 2020

Application Number : EB/741/A/A AND EB/5634/A/A/FCC/7/A/Amend

Remark :

This C.C. is now extended for entire work of wing 'D' i.e. basement + ground + 1st to 9th upper floor except for the portion marked 'N' to 'Q' on plinth plan as per amended approved plan dated 05.08.2019.

Approved By

Asst.Eng.(BP)City I A,B Ward  
Assistant Engineer (BP)

Issue On : 24 Dec 2020

Valid Upto : 23 Dec 2021

Application Number :

EB/741/A/A AND EB/5634/A/A/FCC/8/A/Amend

EB/741/A/A AND EB/5634/A/A/FCC/9/A/Amend



Page 3 of 5 On 29-Oct-2021

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Remark :

This C.C. is hereby endorsed as per approved plan for entire layout and is further extended for plinth portion marked as N-O-P-Q up to 9th floor of wing 'D' as per approved plan dated 17.03.2020.

Approved By  
Asst.Eng.(BP)City I A,B Ward  
Assistant Engineer (BP)

Issue On : 24 Feb 2021

Valid Upto : 23 Feb 2022

Application Number :

EB/741/A/A AND EB/5634/A/A/FCC/10/Amend

Remark :

C.C is further extended up to 19th floor of wing 'E' and 'F' as per approved plan dated 17.03.2020.

Approved By  
Asst.Eng.(BP)City I A,B Ward  
Assistant Engineer (BP)

Issue On : 26 Mar 2021

Valid Upto : 25 Mar 2022

Application Number :

EB/741/A/A AND EB/5634/A/A/FCC/11/Amend

Remark :

C.C. is hereby further extended up to top of 14th floor of wing 'D' as per approved plan dated 17.03.2020

Approved By  
Asst.Eng.(BP)City I A,B Ward  
Assistant Engineer (BP)

Issue On : 29 Oct 2021

Valid Upto : 02 Mar 2022

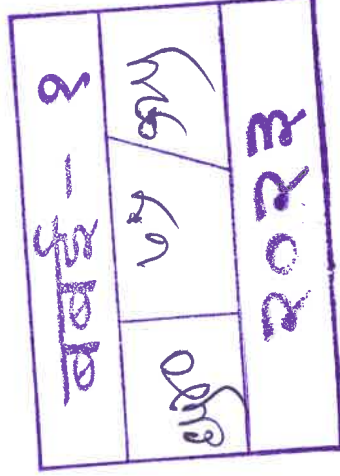
Application Number :

EB/741/A/A AND EB/5634/A/A/FCC/9/Amend

Remark :

THIS CC IS ENDORSED AND EXTENDED UPTO TOP OF 19th PART FLOOR INCLUDING LMR AND OHWT FOR WING "D" AND UPTO TOP OF 21ST FLOOR INCLUDING LMR AND OHWT FOR LAST AMMENDED PLAN DT.18.08.2021.

EB/741/A/A AND EB/5634/A/A/FCC/9/Amend

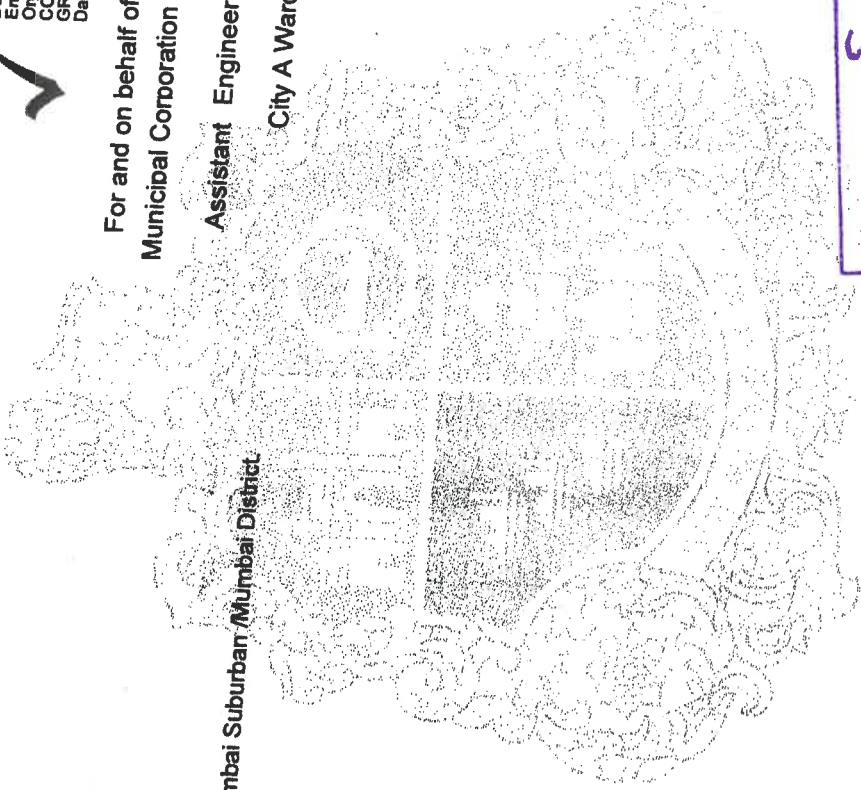


Cc to :

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

✓  
Name : SURAJ PRADEEP  
AMBRE  
Designation : Assistant  
Engineer  
Organization : MUNICIPAL  
CORPORATION OF  
GREATER MUMBAI  
Date : 29-Oct-2021 12:43:37

For and on behalf of Local Authority  
Municipal Corporation of Greater Mumbai  
Assistant Engineer . Building Proposal  
City A Ward Ward



2023-24	2023
2023	2023
2023	2023



EB/741/A/A AND EB/5634/A/A/AF C-9/Ame/1d

ANNEXURE - H-2 To H-5

MADE PUBLIC BY THE COMMISSIONER OF LAND REVENUE AND RECORDS  
 (Prepared under Section 202 of the Maharashtra Land Revenue Act, 1956)

FOR OFFICE USE ONLY  
 Withheld by: Smt. B. N. SANE

1. Plot No. | 2. Name of Street Loc. | 3. Street No. | 4. District | 5. Taluk | 6. Area in | 7. Land Revenue No. | 8. Collector's Office No. | 9. Collector's Office No.

Plot No.	Name of Street Loc.	Street No.	District	Taluk	Area in	Land Revenue No.	Collector's Office No.	Collector's Office No.
59	JUNCTION OF HONOR ROAD & FALTON MARKET NO. 1	3-5, 7-9, 11, 11A, 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, 35, 37, 39, 41, 43, 45, 47, 49, 51, 53, 55, 57, 59, 61, 63, 65, 67, 69, 71, 73, 75, 77, 79, 81, 83, 85, 87, 89, 91, 93, 95, 97, 99, 101, 103, 105, 107, 109, 111, 113, 115, 117, 119, 121, 123, 125, 127, 129, 131, 133, 135, 137, 139, 141, 143, 145, 147, 149, 151, 153, 155, 157, 159, 161, 163, 165, 167, 169, 171, 173, 175, 177, 179, 181, 183, 185, 187, 189, 191, 193, 195, 197, 199, 201, 203, 205, 207, 209, 211, 213, 215, 217, 219, 221, 223, 225, 227, 229, 231, 233, 235, 237, 239, 241, 243, 245, 247, 249, 251, 253, 255, 257, 259, 261, 263, 265, 267, 269, 271, 273, 275, 277, 279, 281, 283, 285, 287, 289, 291, 293, 295, 297, 299, 301, 303, 305, 307, 309, 311, 313, 315, 317, 319, 321, 323, 325, 327, 329, 331, 333, 335, 337, 339, 341, 343, 345, 347, 349, 351, 353, 355, 357, 359, 361, 363, 365, 367, 369, 371, 373, 375, 377, 379, 381, 383, 385, 387, 389, 391, 393, 395, 397, 399, 401, 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2165, 2167, 2169, 2171, 2173, 2175, 2177, 2179, 2181, 2183, 2185, 2187, 2189, 2191, 2193, 2195, 2197, 2199, 2201, 2203, 2205, 2207, 2209, 2211, 2213, 2215, 2217, 2219, 2221, 2223, 2225, 2227, 2229, 2231, 2233, 2235, 2237, 2239, 2241, 2243, 2245, 2247, 2249, 2251, 2253, 2255, 2257, 2259, 2261, 2263, 2265, 2267, 2269, 2271, 2273, 2275, 2277, 2279, 2281, 2283, 2285, 2287, 2289, 2291, 2293, 2295, 2297, 2299, 2301, 2303, 2305, 2307, 2309, 2311, 2313, 2315, 2317, 2319, 2321, 2323, 2325, 2327, 2329, 2331, 2333, 2335, 2337, 2339, 2341, 2343, 2345, 2347, 2349, 2351, 2353, 2355, 2357, 2359, 2361, 2363, 2365, 2367, 2369, 2371, 2373, 2375, 2377, 2379, 2381, 2383, 2385, 2387, 2389, 2391, 2393, 2395, 2397, 2399, 2401, 2403, 2405, 2407, 2409, 2411, 2413, 2415, 2417, 2419, 2421, 2423, 2425, 2427, 2429, 2431, 2433, 2435, 2437, 2439, 2441, 2443, 2445, 2447, 2449, 2451, 2453, 2455, 2457, 2459, 2461, 2463, 2465, 2467, 2469, 2471, 2473, 2475, 2477, 2479, 2481, 2483, 2485, 2487, 2489, 2491, 2493, 2495, 2497, 2499, 2501, 2503, 2505, 2507, 2509, 2511, 2513, 2515, 2517, 2519, 2521, 2523, 2525, 2527, 2529, 2531, 2533, 2535, 2537, 2539, 2541, 2543, 2545, 2547, 2549, 2551, 2553, 2555, 2557, 2559, 2561, 2563, 2565, 2567, 2569, 2571, 2573, 2575, 2577, 2579, 2581, 2583, 2585, 2587, 2589, 2591, 2593, 2595, 2597, 2599, 2601, 2603, 2605, 2607, 2609, 2611, 2613, 2615, 2617, 2619, 2621, 2623, 2625, 2627, 2629, 2631, 2633, 2635, 2637, 2639, 2641, 2643, 2645, 2647, 2649, 2651, 2653, 2655, 2657, 2659, 2661, 2663, 2665, 2667, 2669, 2671, 2673, 2675, 2677, 2679, 2681, 2683, 2685, 2687, 2689, 2691, 2693, 2695, 2697, 2699, 2701, 2703, 2705, 2707, 2709, 2711, 2713, 2715, 2717, 2719, 2721, 2723, 2725, 2727, 2729, 2731, 2733, 2735, 2737, 2739, 2741, 2743, 2745, 2747, 2749, 2751, 2753, 2755, 2757, 2759, 2761, 2763, 2765, 2767, 2769, 2771, 2773, 2775, 2777, 2779, 2781, 2783, 2785, 2787, 2789, 2791, 2793, 2795, 2797, 2799, 2801, 2803, 2805, 2807, 2809, 2811, 2813, 2815, 2817, 2819, 2821, 2823, 2825, 2827, 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3493, 3495, 3497, 3499, 3501, 3503, 3505, 3507, 3509, 3511, 3513, 3515, 3517, 3519, 3521, 3523, 3525, 3527, 3529, 3531, 3533, 3535, 3537, 3539, 3541, 3543, 3545, 3547, 3549, 3551, 3553, 3555, 3557, 3559, 3561, 3563, 3565, 3567, 3569, 3571, 3573, 3575, 3577, 3579, 3581, 3583, 3585, 3587, 3589, 3591, 3593, 3595, 3597, 3599, 3601, 3603, 3605, 3607, 3609, 3611, 3613, 3615, 3617, 3619, 3621, 3623, 3625, 3627, 3629, 3631, 3633, 3635, 3637, 3639, 3641, 3643, 3645, 3647, 3649, 3651, 3653, 3655, 3657, 3659, 3661, 3663, 3665, 3667, 3669, 3671, 3673, 3675, 3677, 3679, 3681, 3683, 3685, 3687, 3689, 3691, 3693, 3695, 3697, 3699, 3701, 3703, 3705, 3707, 3709, 3711, 3713, 3715, 3717, 3719, 3721, 3723, 3725, 3727, 3729, 3731, 3733, 3735, 3737, 3739, 3741, 3743, 3745, 3747, 3749, 3751, 3753, 3755, 3757, 3759, 3761, 3763, 3765, 3767, 3769, 3771, 3773, 3775, 3777, 3779, 3781, 3783, 3785, 3787, 3789, 3791, 3793, 3795, 3797, 3799, 3801, 3803, 3805, 3807, 3809, 3811, 3813, 3815, 3817, 3819, 3821, 3823, 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4157, 4159, 4161,						

17. Remarks

(S/N NO. 5010) DEED OF COVENANT D/18-6-1960 BETWEEN D.M. MALKI & OTHER THE TRUSTEES OF

(1) - LAXMINATH MALI TRUST

(2) - MRS. BHAGYAMMAL MALI TRUST

(3) - MRS. YAMUNA DAI TRUST

(4) - MRS. SHARAD MALI TRUST

(5) - MRS. SHARAD MALI TRUST

WHEREBY IT IS AGREED & MUTUALLY CONSENTED WITH AND OTHER THAT THEY WILL KEEP OPEN & UNTILL THE CHECK & OTHER OPEN SPACES YIELD ALSO C.S. NO. 1/1492/2/1492/2/1492/4/1492 OF THIS DIV.

S/20-4-61

AS PER SUPP'S D.C.S. & L.R. ORDER D/20-3-70 THERE ENTRIES HAS BEEN RECONSTRUCTED FROM OLD VOLUME NO. 17 PAGE NO. 7 & PREVIOUS 1/4 PAGE OF SAID C.S. MEMORIA

S/7-5-70, S/7-7-70 ASSTT. SUPR. C.M. C.I.S.O. NO. 2 BOMBAY

AREA 7627.00 SQ. YARDS HAS BEEN MENTIONED AS PER SR. HAD OFFICER (S/26-3-91, S/26-3-91, S/26-3-91 ASSTT. SUPR. C.M. C.I.S.O. NO. 1 BOMBAY

(S/26-3-91, S/26-3-91, S/26-3-91 ASSTT. SUPR. C.M. C.I.S.O. NO. 1 BOMBAY

FOR C.S. NO. 1/1492 P.L. SEC. PAGE 81 OF THIS VOL.

FOR C.S. NO. 2/1492 P.L. SEC. PAGE NO. 82 OF THIS VOL.

FOR C.S. NO. 3/1492 P.L. SEC. PAGE NO. 83 OF THIS VOL.

FOR C.S. NO. 4/1492 P.L. SEC. PAGE NO. 84 OF THIS VOL.

Name of Applicant: SHARDA M.L.

Date of Application: 18/10/2021

Fee received: Rs. 400000.00

Reference of Issue: 219212020213

Date of Issue: 25 OCT 2021

25-10-2021	79	2022
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Superintendent, Survey and Land Records



(Registrar's 'S' brackets show entry deleted) and the area of the property referred to therein is 144.21 sq. yds. (one thousand three hundred eight six joint tract one four nine, one 1)

IC Assistant Superintendent Comm. City Survey Office No. 1/2, Mumbai.

This Extract of C. S. Register issued under the search application only.











For By: *S. S. Badamwar*

1. Sheet No.	2. Name of Street or Locality	3. Street No.	4. Category	5. Tenure	6. Area in Sq. Yards	7. Land Revenue	8. Collector's Roll No.
25	M. DE. BANAJI B. NO. 8 MARKET NO. 11/11/11	3 A/11/11/11, 11-20	1/1/11/11	90 YARDS	90.00	90.00	(NIL-)
					90.79	90.79	

10. Name of Person in Possession	11. Mode of Acquisition	12. Description of Title
(A) - (DEED NO. 245) DEED OF SETTLEMENT DT. 1-5-1954 BETWEEN 'A' IN COM. TO IS A BETA & 'B' IN COM. TO HAS APPOINTED 'A, B, C, D' IN COM. AS TRUSTEES (PRT. VALUED RS. 10,500/-)	(B) - (DEED NO. 1555/71) DEED OF ASSIGNMENT DT. 7-7-1967 FROM B, C & D IN COM. TO (TRUSTEES OF SHANTALAI TRUST) TO 'E' IN COM. TO FOR RS. 5,20,000/- WHERE 'A' DEED ON 21-6-76; REF:- 101/11-3-70.	(B) - 50/22-6-70, 50/21-4-70 ASST. SURVY

13. Particulars from Govt., If any	14. Loans from Public Body or Follower	15. Grants	16. Subsidies	17. Other
(A) - 50/22-6-70, 50/21-4-70 ASST. SURVY	(A) - 14-1-50, 50/18-1-50 SURVY	(A) - 50/22-6-70, 50/21-4-70 ASST. SURVY	(A) - 50/22-6-70, 50/21-4-70 ASST. SURVY	(A) - 50/22-6-70, 50/21-4-70 ASST. SURVY

(DEED NO. 5410) DEED OF COVENANT DT. 14-4-1944 BETWEEN O.A. HARK AND OTHERS, THE TRUSTEES OF:  
 1) KANTHALAI TRUST  
 2) MRS. SURESHWAR HARK TRUST  
 3) MRS. VIKRAMJI HARK TRUST  
 4) MRS. JYOTSNA HARK TRUST  
 5) MRS. SHANTALAI TRUST  
 WHEREIN IT IS AGREED AND MUTUALLY COVENANT WITH EACH OTHER THAT THEY WILL KEEP OPEN AND SUBMIT THE CHOKR AND OTHER SPACES VIDE ALSO C.S. NO. 472, 1/1497, 2/1497, 3/1497, 14/1497 OF THIS DIST.



Handwritten notes in a box:  
 20-7-12  
 67  
 20-7-12

Name of Applicant: KANAKIA B.S.  
 Date of Application: 10/07/2012  
 Fee received: Rs. 10000.00  
 Reference of Form: 11007/2012  
 Date of Issue: 19 JUL 2012

(Rectangular 1) Streets shown only deleted)  
 Note: This is a true copy of the extract of C.S. Register which forms part of this office record and the area of the property referred to therein is 90.79 sq. meters.  
 Surveyor  
 Municipal City Survey and Land Records



1. Sheet No.	2. Name of Record or Locality	3. Record No.	4. Sub-record	5. Volume	6. Area in 7. Land Revenue Survey No. Sq. Meters	8. Collector's Office No. (Collector's Office No.)
23	24-24ND NO. 3224, 3225, 31, 100, 193 & 194	3/1472	[Part 10001] [Part 10002]	29, 10000 (1624.00)	1337.06	111
						111

9. Record No.	10. Name of Person in Beneficial Ownership	11. Name of Beneficiary by Transfer, Grant	12. Provision of Title
111	(A)-N (SITABAI W/O BAIKUNTHA BANGARAO W/OLED ON 21-6-76 B (BAI LAXMAJI W/O BAIKUNTHA BANGARAO W/OLED ON 21-6-76 (B)-C (SMT. SURESHCHANDRA SHIVAJIRAO W/OLED ON 21-6-76 (C)-D-N/S. SURVIVE HOUSING DEVELOPMENT & FINANCE PVT. LTD. (A)-N (SITABAI W/O BAIKUNTHA BANGARAO W/OLED ON 21-6-76 (B)-C (SMT. SURESHCHANDRA SHIVAJIRAO W/OLED ON 21-6-76 (C)-D-N/S. SURVIVE HOUSING DEVELOPMENT & FINANCE PVT. LTD.	(A)-N (SITABAI W/O BAIKUNTHA BANGARAO W/OLED ON 21-6-76 (B)-C (SMT. SURESHCHANDRA SHIVAJIRAO W/OLED ON 21-6-76 (C)-D-N/S. SURVIVE HOUSING DEVELOPMENT & FINANCE PVT. LTD.	(A)-N (SITABAI W/O BAIKUNTHA BANGARAO W/OLED ON 21-6-76 (B)-C (SMT. SURESHCHANDRA SHIVAJIRAO W/OLED ON 21-6-76 (C)-D-N/S. SURVIVE HOUSING DEVELOPMENT & FINANCE PVT. LTD.

13. Original Grant (From Govt., If Any)	14. Loans from Public Body or Financial	15. Grants	16. Special Privileges (If Any)
111	111	111	111

DEED NO. 5010 DEED OF COVENANT DT. 18-4-1940 BETWEEN MR. MAHARAJA AND HIS WIFE, THE TRUSTEES OF:  
 1) KANHAIJI MAHARAJA TRUST,  
 2) MRS. SURESHCHANDRA MAHARAJA TRUST,  
 3) MRS. YASHWANTHI MAHARAJA TRUST,  
 4) MRS. SHANTIBAI MAHARAJA TRUST,  
 5) MRS. SHANTIBAI MAHARAJA TRUST.  
 WHEREBY IT IS AGREED AND MUTUALLY COVENANT WITH EACH OTHER THAT THEY WILL KEEP OPEN AND UNOCCUPIED THE CHOK AND OTHER OPEN SPACES YET TO BE

2  
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Name of Applicant: KANHAIJI M.  
 Date of Application: 10/07/2012  
 Fee recovered: Rs. 2221000.00  
 Reference of Issue: 71000720124  
 Date of Issue: 20 JUL 2012

(Notwithstanding "I" brackets shown entry deleted)  
 Note: This is a true copy of the extract of C.S. Registrar which forms part of this office record and the area of the property referred to therein is 1337.06 Sq. meters.  
 (ONE THOUSAND THREE HUNDRED SEVENTY SEVEN POINT SEVEN FOUR SEVEN SQ. METRS. ONLY)  
 Superintendent  
 Mumbai City Survey and Land Records









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# U<sup>®</sup> ANNEXURE - I

## UNIVERSAL LEGAL ADVOCATES

161/162, Mittal Court, 'A' Wing, Jamnalal Bajaj Marg, Nariman Point, Mumbai - 400 021.  
Tel.: +91 22 2282 4292 / 93 / 94 / 95 • Email: [contactus@universalllegal.firm.in](mailto:contactus@universalllegal.firm.in)  
Website: [www.universalllegal.firm.in](http://www.universalllegal.firm.in)

AA/86/2020

November 5, 2020

Beauty Lifestyles and Homes Private Limited,  
3rd Floor, C-1, Plot CS-1492, Greenstone Heritage,  
Ramabai Ambedkar Marg,  
Crawford Market,  
Fort, Mumbai 400001

Attention: Mr. Zunaid Birya

Dear Sir,

Re: Investigation of title of the property being all that piece or parcel of land of leasehold of ground admeasuring 6377.09 sq.meters equivalent to 7627 sq.yards or thereabouts together with messages tenements or buildings standing thereon and known as Blocks A, E, M, F, B, G, N, C, H, D, L & K of Sitaram Building being land known as the plot south of Crawford Market situate lying and being at the junction of Hornby road and registered in the book of the Collector of Land Revenue under Nos. 8474 and bearing Cadastral Survey Nos. 1492, 1/1492, 2/1492, 3/1492, and 4/1492 of Fort Division and bearing New Survey No.6-6-2551 (Part) and assessed by the Assessor and Collector of Municipal Corporation of Greater Bombay under 3 'A' Ward Nos. 3222(1) and 3222 (2) and 3423 (5) and 3423 (5A) and street No. 189 D. N. Road, 189A Dr. D. N. Road and 32-40 Palton

JK

Page 1 of 2



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UNIVERSAL LEGAL  
ADVOCATES

Road and 32A Palton Road, A- 3223 and 3423 (4) street No. 191 Hornby Road and 22-30 Palton Road, 3423 (3) and street No. 16-20 Palton Road and 3-25, Market Road, 3224 and 3225(1) and street No. 7-27 and 195 Hornby Road, A- 3423(6) 3423 (6A) and 3423 (6B) and street No. 191 Hornby Road and 42-50 and 52-60 Palton Road and 42A Palton Road

Under your instructions, we have investigated the title of the captioned property. Please find enclosed the title certificate dated November 5, 2020 issued by us. Also find enclosed our invoice bearing number UL/2020 - 21/268 for the said matter. We request you to clear the same at the earliest.

If you require any clarifications, do not hesitate to contact us.

Yours truly,

  
Apurva Agarwal

Encl:

- (a) Title Certificate dated November 5, 2020
- (b) Invoice Bearing Number UL/2020 - 21/268



शेडी - १		
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**UNIVERSAL LEGAL  
ADVOCATES**

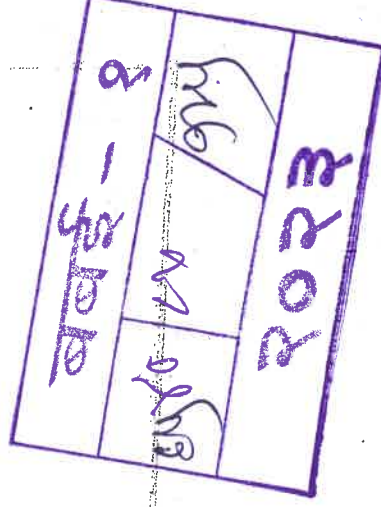
161/162, Mittal Court, 'A' Wing, Jammalal Bajaj Marg, Nariman Point, Mumbai - 400 021.  
Tel.: +91 22 2282 4292 / 93 / 94 / 95 • Email : [contactus@universalllegal.firm.in](mailto:contactus@universalllegal.firm.in)  
Website : [www.universalllegal.firm.in](http://www.universalllegal.firm.in)

**TO WHOMSOEVER IT MAY CONCERN**

**CERTIFICATE OF TITLE**

Re: All that piece or parcel of land of leasehold of ground admeasuring 6377.09 sq. meters equivalent to 7627 sq. yards or thereabouts together with messuages tenements or buildings standing thereon and known as **Blocks A, E, M, F, B, G, N, C, H, D, L & K of Sitaram Building** being land known as the plot south of Crowford Market situate lying and being at the junction of Hornby road and registered in the book of the Collector of Land Revenue under Nos. 8474 and bearing Cadastral Survey Nos. 1492, 1/1492, 2/1492, 3/1492, and 4/1492 of Fort Division and bearing New Survey No.6-6-2551 (Part) and assessed by the Assessor and Collector of Municipal Corporation of Greater Bombay under 3 'A' Ward Nos. 3222 (1) and 3222 (2) and 3423 (5) and 3423 (5A) and street No. 189 D. N. Road, 189A Dr. D. N. Road and 32-40 Palton Road and 32A Palton Road, A- 3223 and 3423 (4) street No. 191 Hornby Road and 22-30 Palton Road, 3423 (3) and street No. 16-20 Palton Road and 3-25, Market Road, 3224 and 3225(1) and street No. 7-27 and 195 Hornby Road, A-3423(6) 3423 (6A) and 3423 (6B) and street No. 191 Hornby Road and 42-50 and 52-60 Palton Road and 42A Palton Road bounded as follows that is to say:-

AA  
Page 1 of 19







UNIVERSAL LEGAL  
ADVOCATES

On or towards the North	by Market Road,
On or towards the South	By the Junction of Palton Road and
On or towards the East	By Palton Road
On or towards the West	By Dadabhai Nawroji Road
..... said property	

1. Upon the request and instructions made by, our clients, Beauty Lifestyles and Homes Private Limited<sup>1</sup>, (formerly known as Beauty homes and Quick finance Company Private Limited), a company incorporated under the Companies Act, 1956 and having its' registered office address at 1st Floor, C-1, Plot CS 1492, Greenstone Heritage, Ramabai Ambedkar Marg, Crawford Market, Fort, Mumbai 400001 (hereinafter referred to as "BLHPL") and Sunnise Housing Development and Finance Private Limited<sup>2</sup>, a company registered under Indian Companies Act, 1956, and having their registered office address at 1st Floor, C-1, Plot CS 1492, Greenstone Heritage, Ramabai Ambedkar Marg, Crawford Market, Fort, Mumbai 400001 (hereinafter referred to as "SHDFPL") we have investigated the title of the said property. BLHPL and SHDFPL are collectively called the "Owners".

2. We have caused, Mr. P S Jadhav, title investigator to take appropriate searches at the Sub registrar's office and give his report. Further we have issued public notices dated October 19, 2020 in the Free Press Journal (English) and Navshakti (Marathi) to invite objections, if any on the said property. We have till date received no objections.

Number U45200MH1986PTC040825  
Number U70100MH1986PTC040836



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UNIVERSAL LEGAL  
ADVOCATES

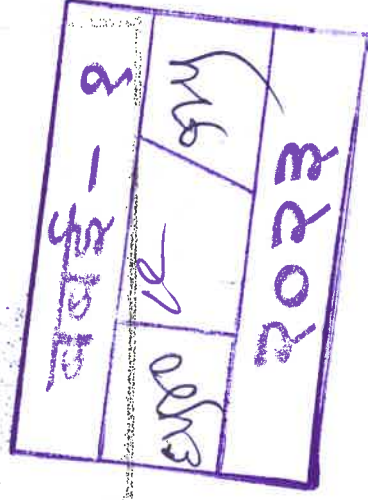
3. We have caused searches to be conducted in the office of the Registrar of Companies, Mumbai ("ROC") to ascertain if the Owners had created any charge or lien on the said property and have relied on the two reports both dated October 20, 2020 submitted by Mihen Halani & Associates, Company Secretaries, in that regard. Relying on the aforesaid reports of Mihen Halani & Associates, we find that (i) the Owners had not created any charge or lien on the said property, (ii) formerly the name of BLHPL was 'Beauty homes and Quick finance Company Private Limited' and the same was changed to 'Beauty Lifestyles and Homes Private Limited' vide certificate dated February 3, 2003 issued by the ROC and (ii) formerly the name of SHDFPL was 'Sunrise Housing Development and Finance Private Limited' and the same was changed to 'Sunrise Lifestyles and Homes Private Limited' vide certificate dated February 3, 2003 issued by the ROC.

4. Further we have perused the documents as provided in Annexure "A".

5. Based on the perusal of the documents shown to us and the aforesaid, we certify the title of the said property as under:

5.1 By an indenture of Lease<sup>3</sup> dated March 26, 1907 (hereinafter referred to as the "Head Lease") made between the Trustees for the Improvement of the City of Bombay a Corporation constituted by the City of Bombay Improvement Act, 1898 the predecessors in title of the Trustees for the Improvement of the City of Bombay (hereinafter referred to as "the Board") and one Sitaram Laxman (hereinafter referred to as "SLX") whereby the Board demised unto SLX, all that piece of land situate at the junction of Hornby Road and Palton Road on the

<sup>3</sup> Registered with the Sub-Registrar of Assurance of Bombay under No. 1465-A at page 146 to 165 volume 1487 of Book No. 1





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ADVOCATES

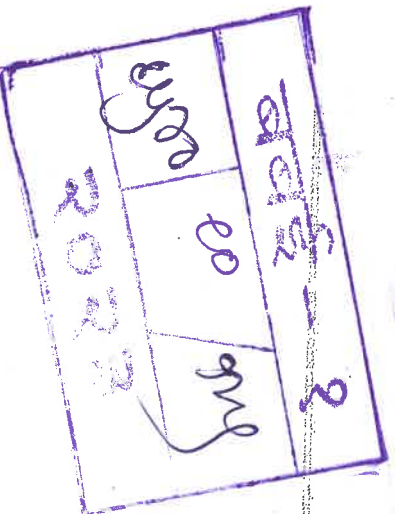
~~Esplanade and more particularly described in the First Schedule (hereinafter referred to as the "said property") and which vested in the Board for the purposes and subject to the conditions in the City of Bombay Improvement Act, 1898 for the term of ninety nine years from July 5, 1901 at the rent and upon the terms and conditions more particularly contained or referred to in the said Indenture of Lease.~~

5.2 The only son of the said SLX viz. one Ramchandra Sitaram Naik (hereinafter referred to as "RSN") predeceased SLX on December 20, 1902 leaving behind him one son Dattatraya Ramchandra Naik (hereinafter referred to as "DRN").

5.3 SLX died on January 27, 1909 leaving behind a Will dated March 16, 1908 and a codicil dated January 1, 1909. The probate of the Will was granted on July 9, 1909. SLX's widow Bai Bhagubai filed suit in the High Court of Bombay<sup>4</sup> against Bai Kashibai another widow of SLX and others for the administration of the said property and the appointment of the receiver during the pendency of the said suit. By the Consent Decree dated December 22, 1914 and order dated March 14, 1921 respectively made by the Hon'ble High Court of Judicature at Bombay<sup>5</sup>, filed by Bai Bhagubai widow of the said SLX against Bai Kashibai another widow of SLX and others, the premises comprised in the Head Lease became vested in DRN for all the residue of the then unexpired term of 99 years subject to the rent reserved by and covenants and conditions contained in the said Head Lease. DRN became the Lessee of the Immovable Property situate near Crawford Market in Bombay known as Sitaram Buildings under the Indenture of Lease dated March 6, 1907 made between the Board and DRN



Ordinary Original Civil of Jurisdiction in Suit No. 720 of 1913  
Ordinary Original Civil of Jurisdiction in Suit No. 720 of 1913





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which was registered<sup>6</sup> for a term of 99 years commencing from the July 5, 1901 at the rate and on the terms and conditions therein contained.

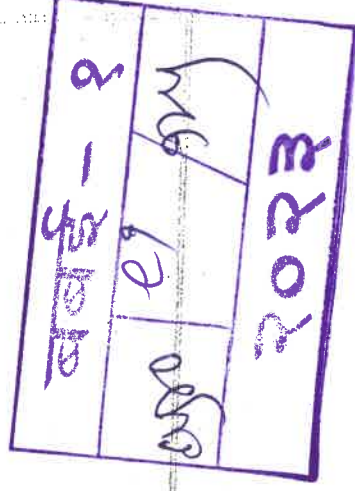
5.4 Vide five different Deeds of Settlement all dated May 1, 1956, Dattatraya Ramchandra Naik (hereinafter referred to as "DRN"), as the Settlor created the following family trusts:

(a) Laxmibai Naik Trust (hereinafter referred to as "LN Trust"), wherein DRN, Smt. Laxmibai Dattatraya Naik (hereinafter referred to as "LDN") and Smt. Sulochanabai Naik (hereinafter referred to as "SCN") were made the Trustees of LN Trust. Under the same Deed of Settlement<sup>7</sup> dated May 1, 1956, the land, hereditament and premises known as Blocks "A", "E" and "M" of Sitaram Buildings situated at Crawford Market and more particularly described in the Second Schedule (hereinafter referred to as "LN Property") hereunder written were settled upon the LN Trust and with and subject to the powers and provisions therein declared and contained of and concerning the same unto the said trustees.

(b) Smt. Sulochanabai Naik Trust (hereinafter referred to as "SN Trust") wherein DRN, LDN and Smt. Shantabai Ganpatrao Naik (hereinafter referred to as "SGN"), were made the trustees SN Trust. Under the

<sup>6</sup> Registered with the Sub Registrar of Assurance at Bombay under on May 7, 1907 Serial No. 1465-A at pages 146 to 166 of volume 1487 of book No. 1.

<sup>7</sup> Registered with the Sub Registrar of Assurance at Bombay on May 3, 1956 under Serial No. 2862 of 1956 of book No. 1.





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Same Deed of Settlement<sup>8</sup> dated May 1, 1956, the land, hereditament and premises known as Blocks "C" and "H" of Sitaram Buildings situated at Crawford Market and more particularly described in the Third Schedule hereunder written (hereinafter referred to as "SN Property") were settled upon trust and with and subject to the powers and provisions therein declared and contained of and concerning the same unto the said trustees

- (c) Wimalabai Chandrakant Naik Trust (hereinafter referred to as "VCN Trust") wherein DRN, LDN and Kumari Indubai Naik, were made the trustees. VCN Trust. Under the same Deed of Settlement<sup>9</sup> dated May 1, 1956, the land, hereditament and premises known as Blocks "B", Gand "N" of Sitaram Buildings situated at Crawford Market and more particularly described Fourth Schedule hereunder written (hereinafter referred to as "VCN Property") were settled upon trust and with and subject to the powers and provisions therein declared and contained of and concerning the same unto the said trustees.

- (d) Kumari Indubai Naik Trust (hereinafter referred to as "KIN Trust") wherein DRN, LDN and Wimalabai Chandrakant Naik (hereinafter referred to as "VCN"), were made the trustees KIN Trust. Under the same Deed of Settlement<sup>10</sup> dated May 1, 1956, the land, hereditament and premises known as Blocks "D", "L" and "K" of Sitaram Buildings



- Registered with the Sub Registrar of Assurance at Bombay on May 3, 1956 under Serial No. 2861 of 1956 of Book No. 1.  
<sup>9</sup> Registered with the Sub Registrar of Assurance at Bombay on May 3, 1956 under Serial No. 2859 of 1956 of Book No. 1.  
<sup>10</sup> Registered with the Sub Registrar of Assurance at Bombay on May 3, 1956 under Serial No. 2860 of 1956 of Book No. 1

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situated at Crawford Market and more particularly described in the Fifth

Schedule hereunder written (hereinafter referred to as "KIN Property") were settled upon trust and with and subject to the powers and provisions therein declared and contained of and concerning the same unto the said trustees.

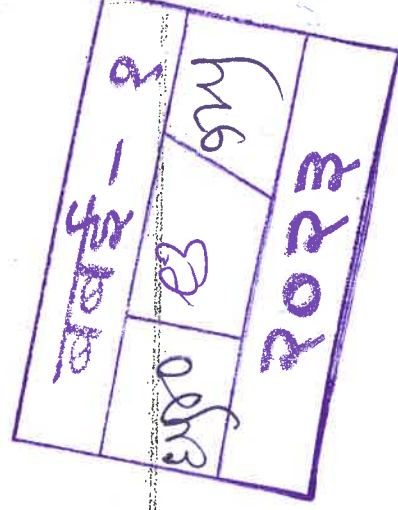
(e) Shantabai Naik Trust (hereinafter referred to as "SGN Trust") wherein Kumari Indubai Naik, LDN and SCN, were made the trustees SGN Trust. Under the same Deed of Settlement<sup>11</sup> dated May 1, 1956, the land, hereditament and premises known as Block "F", of Sitaram Buildings situated at Crawford Market and more particularly described Sixth Schedule hereunder written (hereinafter referred to as "SGN Property") were settled upon trust and with and subject to the powers and provisions therein declared and contained of and concerning the same unto the said trustees.



5.5 The LN Trust, SN Trust, VCN Trust, KIN Trust and SGN Trust, (hereinafter collectively called the "DRN Family Trusts"), approached the Municipal Authorities with a request to register in their books the several sub-divisions of the said property made under the five Deed of Settlements all dated May 1956, as mentioned above.

5.6 The Municipal Authorities have granted a request to register the several sub-divisions of the said property made under the five Deeds of Settlements all dated May 1, 1956. The Municipal Authorities before registering the said sub-divisions of the said plot in their books, have called upon the DRN Family Trusts

<sup>11</sup> Registered with the Sub Registrar of Assurance at Bombay on May 3, 1956 under Serial No. 2863 of 1956 of Book No. 1





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ADVOCATES

to give mutual covenants to each other which are more particularly set out in Indenture dated April 18, 1960<sup>12</sup> executed between the DRN Family Trusts.

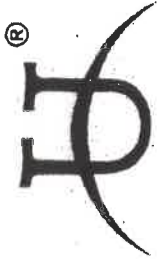
5.7 Vide an Indenture of Assignment<sup>13</sup> dated June 23, 1987 (hereinafter referred to as the "VCN Assignment") made between the said Laxmibai Naik and the said Dr. Indubai D Naik being the minimum number of trustees of VCN Trust and BLHPL, BLHPL acquired all rights for the residuary period of the said lease for the consideration terms and conditions and covenants mentioned in the said Indenture of Lease. Therefore, BLHPL are now the assignees of the VCN Property for residuary period of the said lease.

5.8 Vide an Indenture Of Assignment<sup>14</sup> dated June 30, 1987, (hereinafter referred to as the "SN Assignment") executed between (1) Smt. Laxmibai Dattatraya Naik and (2) Smt. Shantabai Ganpatrao Naik, Bombay inhabitants, being the minimum number of trustees of the SN Trust and BLHPL, BLHPL acquired all rights for the residuary period of the said lease for the consideration terms and conditions and covenants mentioned in the said Indenture of Lease. Therefore, BLHPL are now the assignees of the SN Property for residuary period of the said Lease.



Registered in the office of the Sub Registrar of Assurance Mumbai under No BOM 5810/1960 on July 26, 1960  
Registered in the office of the Sub Registrar of Assurance Mumbai under No BBE 1424/1987 on June 30, 1987  
Registered in the office of the Sub Registrar of Assurance Mumbai under No BBE 1485/1987

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5.9 Vide an indenture of Assignment of Lease<sup>15</sup> dated July 3, 1987 (herein referred to as "LN Assignment" executed between (1) Smt. Laxmibai D Naik; (2) Smt. Sulochana S Naik and (3) Dr. (Miss) Indubai B Naik, Bombay inhabitants, being the minimum number of trustees of the LN Trust and SHDFPL, SHDFPL acquired all rights for the residuary period of the said lease for the consideration terms and conditions and covenants mentioned in the said Indenture of Lease. Therefore, SHDFPL are now the assignees of the LN Property for residuary period of the said Lease.

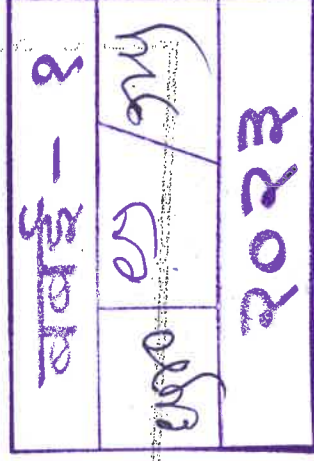
5.10 Vide an Indenture of Assignment of Lease<sup>16</sup> dated July 7, 1987 (hereinafter referred to as the "SGN Assignment") executed between (1) Smt. Laxmibai D Naik; (2) Dr. (Miss) Indubai B Naik and (3) Smt. Sulochana S Naik, Bombay inhabitants, being the minimum number of trustees of the SGN Trust and SHDFPL, SHDFPL acquired all rights for the residuary period of the said lease for the consideration terms and conditions and covenants mentioned in the said Indenture of Lease. Therefore, SHDFPL are now the assignees of the SGN Property for residuary period of the said Lease.

5.11 Vide an Indenture of Assignment<sup>17</sup> dated July 9, 1987 (hereinafter referred to as "KIN Assignment") made between the KIN Trust and SHDFL, KIN Trust grant, sell, assign, release, convey and assure unto SHDFL, the KIN Property. Under the circumstances SHDFL, are absolutely seized and possessed of or otherwise well and sufficiently entitled to the KIN property.

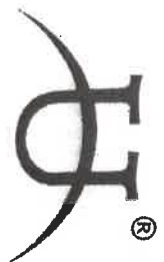
<sup>15</sup> Registered in the office of the Sub Registrar of Assurance, Mumbai under No BBE 1529 of 1987

<sup>16</sup> Registered in the office of the Sub Registrar of Assurance Mumbai under No BBE-1554 of 1987

<sup>17</sup> Registered with the sub-registrar of Assurance at Bombay under Serial No BBE 1596 of 1987







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5.12 The Brihan Mumbai Mahanagarपालिका Corporation (hereinafter referred to as "BMC") vide its letter dated March 14, 2005<sup>13</sup>, have acknowledged that SHDFPL and BLHPL are the Lessees of the said Property

5.13 By and under registered deeds of assignment, the Owners assigned its rights with respect to (i) 'D' Block of the said Sitaram Buildings, and (ii) Block B of the said Sitaram Buildings and the area / structure between Blocks 'B' and 'C' to certain third parties on the terms and conditions more particularly contained therein.

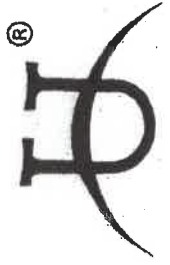
5.14 The term of the lease under the Head Lease expired. The Board vide its letter<sup>15</sup> dated July 3, 2010 informed the Owners that vide the Board's Resolution No I.C.R. No 37 dated May 31, 2010 and C. R. No 253 of June 9, 2010 the Board had sanctioned the renewal of the lease in favour of the Owners for the said Property for a further period of 30 years from July 5, 2000 to July 4, 2030 subject to the terms and conditions. However, the procedural formalities of execution of the lease are yet pending due to some administrative issues.

5.15 As most of the building blocks on the land are in a dilapidated condition, the Owners have already commenced re-development. Rehabilitation of some of the building blocks which had fallen in a state of disrepair. BLH and SDHFL are desirous of re-development of all the building blocks on the land under the aegis of regulation 33(7) of Development Control Regulations, 1991 hereinafter referred to as "DCR") as a consolidated and composite re-development.

138/2005/DCR/No AC/Estates/19179/LB III of March 14, 2005  
19/2005/DCR/No. AC/Estates/5572/LB III OF 03/07/2010



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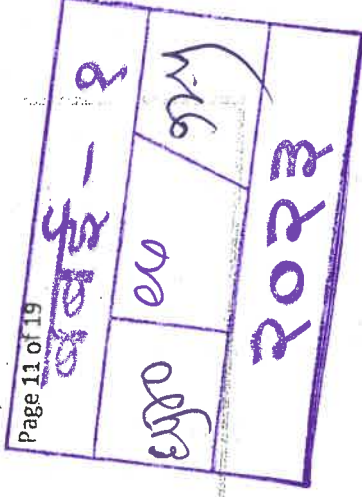
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5.16 Pursuant to the application dated May 13, 2013 made by the Owners to The Municipal Corporation of Greater Mumbai (hereinafter referred to as the "MCGM"), the MCGM vide its letter<sup>20</sup> dated October 7, 2013, amalgamated the LN Property, SN Property, VCN Property, KIN Property and the SGN Property to the said Property.

5.17 A public interest litigation bearing PIL No. 2 of 2010 (hereinafter referred to as the "PIL") was filed by one Mr. Aminuddin Saeed against BMC & others with respect to the said Property on December 19, 2009. The Owners were impleaded as Respondent nos. 5 and 6 respectively in the aforesaid PIL. The Hon'ble Court has passed an order on February 26, 2016 (hereinafter referred to as the "Order") directing the concerned respondents to put all the prospective occupants/ flat/ purchasers in the redeveloped property to the notice of the fact that the construction and all further steps will be subject to further orders, which may be passed in this PIL by the Hon'ble Court. There is no restraining order passed in the PIL and the Owners can proceed with the development of the said Property.

5.18 By and under diverse deeds and documents, Iqbal Haji Ahmed and Sabiha Haji Iqbal, both Indian Inhabitants, adults both residing at 49, Madha Mansion, 1<sup>st</sup> Floor, Flat No 01, Mohammed Ali Road, Mumbai 400003 (hereinafter referred to as the "Iqbal") and Yasin Haji Amin and Yasmeen Haji Yasin, both Indian Inhabitants, adults both residing at Belveder Court, 38 A Sane Guruji Marg, Mahalaxmi, Mumbai 400011 (hereinafter referred to as the "Yasin") became seized, possessed and well and sufficiently entitled to Block D, which was a fully

<sup>20</sup> Bearing No. EB/6923/A/A





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tenanted property and also in a dilapidated state as certified by the concerned authorities.

5.19 Pursuant to discussions and negotiations between the Owners, Iqbal and Yasin and after Iqbal and Yasin independently verifying all the permissions/ sanctions applied for and obtained by the Owners including the lease renewal letter and the terms thereof, Iqbal and Yasin have agreed to participate in the redevelopment scheme being undertaken by the Owners.

5.20 Pursuant to the same the Owners and Iqbal have executed an agreement dated July 11, 2019<sup>21</sup> (hereinafter referred to as the "Iqbal Agreement"), under which Iqbal has agreed to participate in the consolidated and composite redevelopment being undertaken by the Owners on the terms and and conditions more particularly set out in the Iqbal Agreement

5.21 Pursuant to the same the Owners and Yasin have executed an agreement dated July 23, 2019<sup>22</sup> (hereinafter referred to as the "Yasin Agreement"), under which ~~Yasin has agreed to participate in the consolidated and composite~~ redevelopment being undertaken by the Owners. on the terms and and conditions more particularly set out in the Yasin Agreement

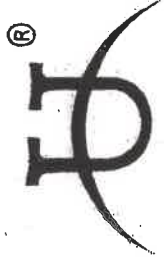
6 Subject to the following, the title of the Owners to develop the said property and the structure/s thereon is clear, marketable and free from all encumbrances:



Registered with the Sub-Registrar of Assurances at Serial No. BBFA-7757-2019  
Registered with the Sub-Registrar of Assurances at Serial No. BBFA-8258-2019

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BBFA-7757-2019	BBFA-8258-2019
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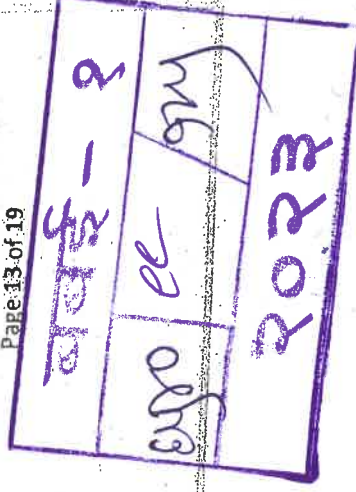
- (a) assignment of rights in respect of Building Blocks 'B' and the area /structure between Blocks B and C as set out in para 5.13 above
- (b) the procedural formalities of execution of lease as set out in para 5.14 above
- (c) the PIL

FIRST SCHEDULE

All that piece or parcel of land of leasehold of ground admeasuring 6377.09 sq. meters equivalent to 7627 sq. yards or thereabouts together with messages tenements or buildings standing thereon and known as Blocks A, E, M, F, B, G, N, C, H, D, L & K of Sitaram Building being land known as the plot south of Crawford Market situate lying and being at the junction of Hornby road and registered in the book of the Collector of Land Revenue under Nos: 8474 and bearing Cadastral Survey Nos: 1492, 1/1492, 2/1492, 3/1492, and 4/1492 of Fort Division and bearing New Survey No.6-6-2551 (Part) and assessed by the Assessor and Collector of Municipal Corporation of Greater Bombay under 3 'A' Ward Nos: 3222 (1) and 3222 (2) and 3423 (5) and 3423 (5A) and street No. 189 D. N. Road, 189A Dr. D. N. Road and 32-40 Palton Road and 32A Palton Road, A- 3223 and 3423 (4) street No. 191 Hornby Road and 22-30 Palton Road, 3423 (3) and street No. 16-20 Palton Road and 3-25, Market Road, 3224 and 3225(1) and street No. 7-27 and 195 Hornby Road, A-3423(6) 3423 (6A) and 3423 (6B) and street No. 191 Hornby Road and 42-50 and 52-60 Palton Road and 42A Palton Road bounded as follows that is to say:-



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On or towards the North	by Market Road
On or towards the South	By the Junction of Palton Road and D.N.Road
On or towards the East	By Palton Road
On or towards the West	By Dadabhai Navroji Road

SECOND SCHEDULE

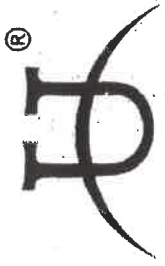
All that piece and parcel of leasehold land or ground admeasuring 1624 Square yards or thereabouts together with message tenements or buildings standing thereon an knows Block A, E & M Sitaram Buildings being the part of a piece of land known as the plot South of Crawford Market situate lying and being at the Junction of the Dr. Dadabhai Navroji Road and Market Road and registered in the Books of collector of Land Revenue under New Survey No. 8474 and bearing Cadastral Survey No. 3/1492 (part) of Fort Division and bearing New Survey No. 6-6-2551 (part) and assessed by the Assessor and Collector of Municipal Rates and Taxes and 3 "A" Ward Nos. 3224 and 3225 (part) St. No. 193 and 195 (part) Hornby Road and bounded as follows that is to say on or towards the North by Market Road, on or towards the East-partly by property of Smt. Shantabai Naik Trust and partly by property of Smt. Vimalabai Naik Trust and on or towards the South by property of Smt. Vimalabai Naik Trust.

THIRD SCHEDULE

All that piece and parcel of leasehold land or ground admeasuring 1610 Square yards or thereabouts together with message tenements or buildings standing thereon an knows Block C & H Sitaram Buildings being the part of a piece of land known as the plot South of Crawford Market situate lying and being at the Junction of the Dr. Dadabhai Navroji Road and Market Road and registered in the Books of collector of Land Revenue under New Survey No. 8474 and bearing Cadastral Survey No. 1492



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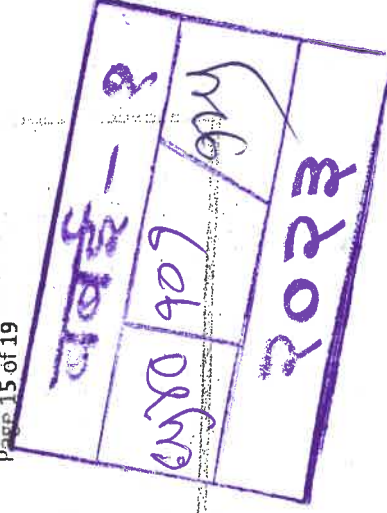
(part) of Fort Division and bearing New Survey No. 6-6-2551 (part) and assessed by the Assessor and Collector of Municipal Rates and Taxes and 3 "A" Ward Nos. 3222 (1) and 3423 (5) St. No. 189 Hornby Road and 32-40 Phaltan Road and 3222 (5A) bounded as follows that is to say on or towards the North by property of Smt. Vimalabai Naik Trust and on or towards the East partly by Phaltan Road and partly by property of Kumari. Indubai Naik Trust and on or towards the South by property of Kumari. Indubai Naik Trust and on or towards the West partly by Dadabhai Navroji Road and partly by the by property of Smt. Vimalabai Naik Trust.

FOURTH SCHEDULE

All that piece and parcel of leasehold land or ground admeasuring 2062 Square yards or thereabouts together with message tenements or buildings standing thereon an knows Block B, G & N Sitaram Buildings being the part of a piece of land known as the plot South of Crawford Market situate lying and being at the Junction of the Dr. Dadabhai Navroji Road and Market Road and registered in the Books of collector of Land Revenue under New Survey No. 8474 and bearing Cadastral Survey No. 1/1492 (part) of Fort Division and bearing New Survey No. 6-6-2551 (part) and assessed by the Assessor and Collector of Municipal Rates and Taxes and 3 "A" Ward Nos. 3423 (4) and 3423 (4) and 3225 (part) St. No. 195 (part) St. No. 191 (part) St. No. 191 Hornby Road and 23-30 Phaltan Road and 3423 (5) 3423 (8) St. No. 60A and bounded as follows that is to say on or towards the North partly by property of Smt. Laxmibai Naik Trust and partly by property of Smt. Shantabai Naik Trust on or towards the East by Phaltan Road and partly by property of Smt. Sulochanabai Naik Trust and on or towards the West partly by Dadabhai Navroji Road and partly by the by property of Smt. Laxmibai Naik Trust.



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FIFTH SCHEDULE

All that piece and parcel of leasehold land or ground admeasuring 1320 Square yards or thereabouts together with message tenements or buildings standing thereon an knows Block D, L & K Sitaram Buildings being the part of a piece of land known as the plot South of Crawford Market situate lying and being at the junction of the Dr. Dadabhai Navroji Road and Market Road and registered in the Books of collector of Land Revenue under New Survey No. 8474 and bearing Cadastral Survey No. 4/1492 (part) of Fort Division and bearing New Survey No. 6-6-2551 (part) and assessed by the Assessor and Collector of Municipal Rates and Taxes and 3 "A" Ward Nos.3220-21(1) and 3423 (7) and 3425 (6) St. No. 185-87 and St. No. 62-60 Hornby Road and 52-60 Phaltan Road and bounded as follows that is to say on or towards the North partly by property of Smt. Sulochanabai Naik Trust on or towards the East by Phaltan Road and on or towards the South by Junction of Phaltan Road and Dr. Dadabhai Navroji Road and on or towards the West partly by Dadabhai Navroji Road and partly by the by property of Smt. Sulochanabai Naik Trust.

SIXTH SCHEDULE

All that piece and parcel of leasehold land or ground admeasuring 941 Square yards or thereabouts together with message tenements or buildings standing thereon an knows Block F Sitaram Buildings being the part of a piece of land known as the plot South of Crawford Market situate lying and being at the Junction of the Dr. Dadabhai Navroji Road and Market Road and registered in the Books of collector of Land Revenue under New Survey No. 8474 and bearing Cadastral Survey No. 2/1492 (part) of Fort Division and bearing New Survey No. 6-6-2551 (part) and assessed by the Assessor and Collector of Municipal Rates and Taxes and 3 "A" Ward Nos.3423(3) St.




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No. 16-20 Phaltan Road and 5-25 Market Road and bounded as follows that is to say  
on or towards the North partly by Market Road and on or towards the East by Phaltan  
Road and on or towards the South by property of Smt. Vimalabai Naik Trust and on or  
towards the West by property of Smt. Laxmibai Naik Trust

Dated this 5th day of November 2020

  
Apuurva Agarwal  
Partner



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ANNEXURE "A"

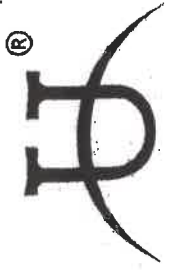
- (a) Lease dated March 26, 1907 made between the Trustees for the Improvement of the City of Bombay a Corporation constituted by the City of Bombay Improvement Act, 1898 the predecessors in title of the Trustees for the Improvement of the City of Bombay and one Sitaram Laxman
- (b) Deed of Settlement dated May 1, 1956, made by Dattatraya Ramchandra Naik, as the Settlor creating the Laxmibai Naik Trust
- (c) Deed of Settlement dated May 1, 1956, made by Dattatraya Ramchandra Naik, as the Settlor creating the Smt. Sulochanabai Naik Trust
- (d) Deed of Settlement dated May 1, 1956, made by Dattatraya Ramchandra Naik, as the Settlor creating the Vimalabai Chandrakant Naik Trust
- (e) Deed of Settlement dated May 1, 1956, made by Dattatraya Ramchandra Naik, as the Settlor creating the Kumari Indubai Naik Trust
- (f) Deed of Settlement dated May 1, 1956, made by Dattatraya Ramchandra Naik, as the Settlor creating the Shantabai Ganpatrao Naik Trust



Deed of Settlement dated April 18, 1960  
Deed of Assignment dated June 23, 1987 made between Vimalabai  
Chandrakant Naik Trust and Beauty Lifestyles and Homes Private Limited

MP

2	2002
2002	2002



UNIVERSAL LEGAL  
ADVOCATES

(i) Deed Of Assignment of Lease dated June 30, 1987, made between Smt.

Sulochanabai Naik Trust and Beauty Lifestyles and Homes Private Limited

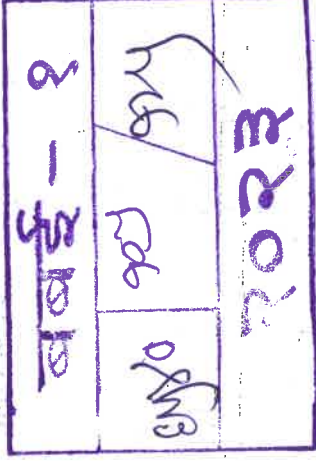
(j) Indenture of Assignment dated July 9, 1987 made between the Kumari Indubai Naik Trust and Sunrise Housing Development and Finance Private Limited

(k) Indenture of Assignment of Lease dated July 3, 1987 executed between Laxmibai Naik Trust and SHDFPL

(l) Indenture of Assignment of Lease dated July 7, 1987 executed between the Shantabai Naik Trust and SHDFPL

(m) Agreement dated July 10, 2020 executed between the Owners and Iqbal Haji Ahmed and Sabiha Haji Iqbal, both Indian Inhabitants, adults both residing at 49, Madha Mansion, 1<sup>st</sup> Floor, Flat No. 01, Mohammed Ali Road, Mumbai 400003

(n) Agreement dated July 23, 2020 executed between the Owners and Yasin Haji Amin and Yasmeen Haji Yasin, both Indian Inhabitants, adults both residing at Belveder Court, 38 A Sane Guruji Marg, Mahalaxmi, Mumbai 400011



M

# ANNEXURE - 5

## COMMON AREAS AND FACILITIES

1. Staircase
2. Staircase Landing
3. Entrance Lobby
4. Lift
5. Staircase and Lift Lobby
6. Overhead and Underground Water Tanks

*[Handwritten signatures]*



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# ANNEXURE - 2

## FIXTURES AND FITTINGS ( Residential )

1. FULL MARBONITE / VITRIFIED FLOORING
2. ANODIZED / POWDER COATED SLIDING WINDOWS / UPVC WINDOWS
3. CONCEALED WIRING & PLUMBING
4. GRANITE KITCHEN PLATFORM WITH SINK
5. REPUTED BRAND BATHROOM FITTINGS AND SWITCHES
6. FULL HEIGHT DADO TILES IN KITCHEN AND BATHROOMS
7. VIDEO DOOR PHONES
8. WATER PURIFYING SYSTEM

*[Handwritten signatures]*

*[Handwritten signature]*

बिंदू - 2		
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PAYMENT SCHEDULE FOR AGREEMENT

ANNEXURE -M

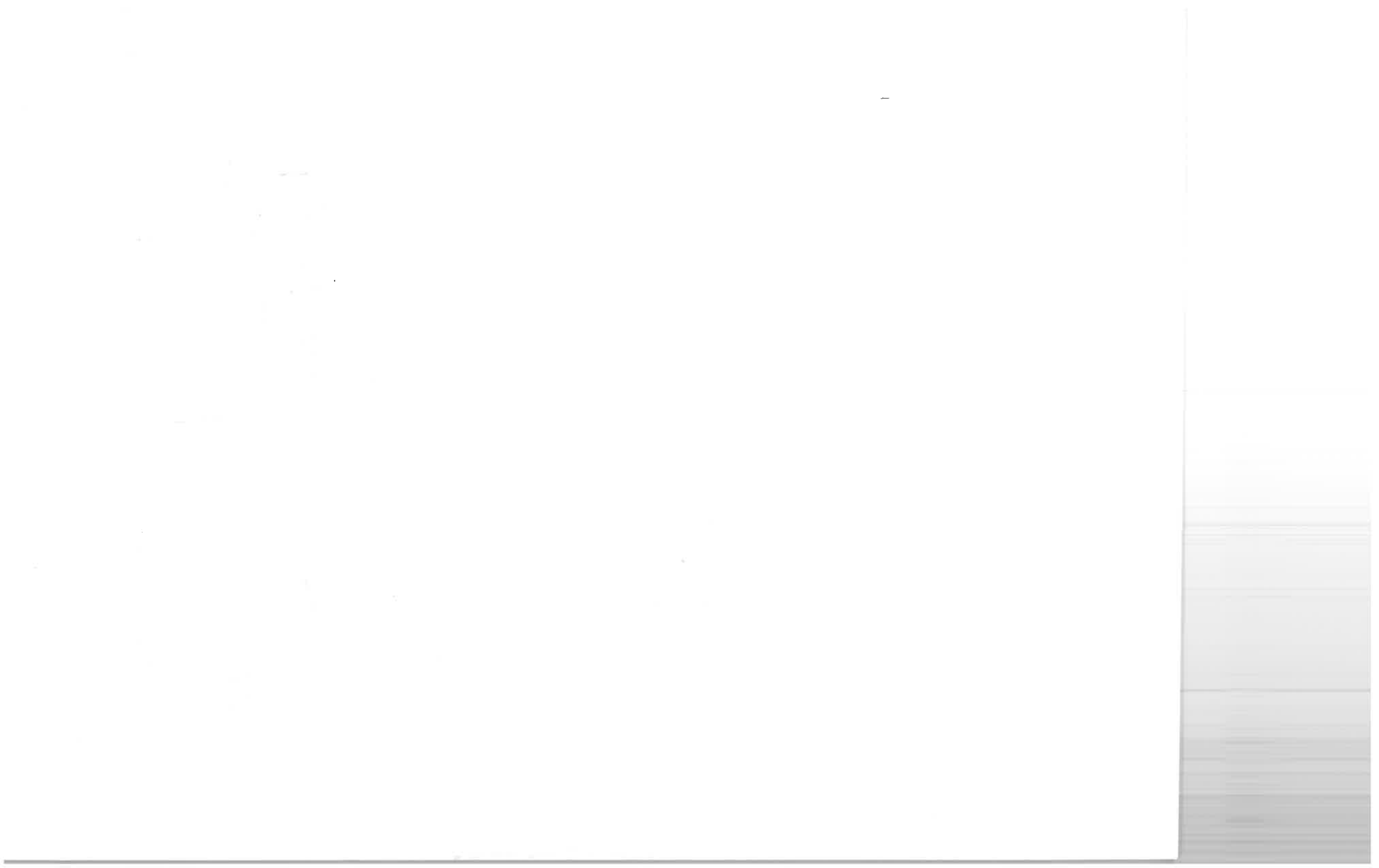
SR.NO.	TIME OF PAYMENT	Amount
1	EARNEST MONEY PAID	20,00,000
2	ON POSSESSION OF FLAT	1,81,00,000
<b>TOTAL</b>		<b>2,01,00,000</b>

*[Handwritten signature]*

*[Handwritten signature]*



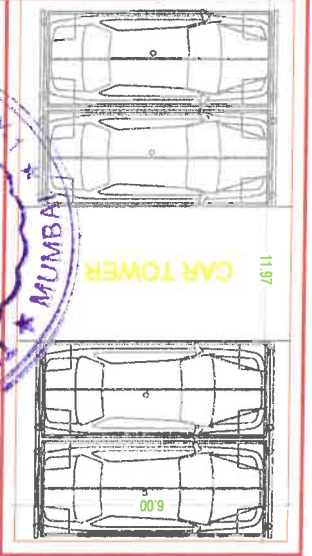
2-5-2018  
706/914  
22



# 18TH FLOOR PLAN ( WING - F )



2202  
 Mrs. Job Desai  
 8 - 5/10/18



*Handwritten signatures and initials in blue ink.*

ANNEXURE - "K"







# ANNEXURE-

1



महाराष्ट्र शासन

नगर रचना आणि मूल्यनिर्धारण विभाग

उपसंचालक नगर रचना, मुंबई प्रदेश (मूल्यांकन) मुंबई

जुने जकात गृह, डी.डी.ईमारत, पहिला मजला, शहीद भगतसिंग मार्ग, फोर्ट, मुंबई -400 023.

दूरध्वनी क्र 022-22690368

Email ID ddt@mumbai@gmail.com

जा. क्र. उसनं (म)/मुंम/ 650

रु.अ.ई -दि:- 28/08/2023

प्रति,

मुद्रांक जिल्हाधिकारी,

मुंबई शहर.

रु.अ.ई -दि:- 28/08/2023
650 910 / गम
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**विषय:** Reduction in Ready Reckoner rates for land value/ value of constructed premises in building situated on plot bearing CS.No. 1492, 1/1492, 2/1492, 3/1492 & 4/1492 of Fort Division.

- संदर्भ:-**
- 1) मे. ब्युटी लाइफ स्टायल & होम्स प्राइवेट ली. यांचे या कार्यालयास दी. 28/11/2022 रोजीचा अर्ज.
  - 2) या कार्यालयाचे मा.नोदणी महानिरीक्षक व मुद्रांक नियंत्रक यांना पत्र क्र. 198, दि. 06/03/2023
  - 3) मे. ब्युटी लाइफ स्टायल & होम्स प्राइवेट ली. यांचे या कार्यालयास दी. 27/04/2023 रोजीचा अर्ज.
  - 4) या कार्यालयाचे मा.नोदणी महानिरीक्षक व मुद्रांक नियंत्रक यांना पत्र क्र. 411, दि. 12/05/2023
  - 5) मा.नोदणी महानिरीक्षक व मुद्रांक नियंत्रक महाराष्ट्र राज्य, पुणे यांचे या कार्यालयास पत्र क्र. 850, दि.22/08/2023.



उपरोक्त विषयांकीत बाबत संदर्भ क्र. 1 व 3 चे अर्जांवये मे. ब्युटी लाइफ स्टायल & होम्स प्राइवेट ली. यांनी फोर्ट डिव्हिजन, मुंबई शहर येथील सि.एस.क्र. 1492, 1/1492, 2/1492, 3/1492 व 4/1492 या मिळकतीचे वार्षिक मूल्यदर तक्तो मधील दर कमी करून मिळणेबाबत किंवा सदर मिळकती करीता स्वतंत्र मूल्यदर विभाग तयार करून जमिनीचे व सदनिकेचे रेडीरेकनर दर किमान 30% ने कमी करण्यात यावेत अथवा त्यांच्या मिळकती मूल्यदर विभाग क्र. 2/24 मध्ये अंतर्भूत करणेची विनंती केली होती.

त्याअनुषंगाने संदर्भ क्र. 2 व 4 चे पत्रांन्वये या कार्यालयाने सविस्तर प्रस्ताव मा.नोदणी महानिरीक्षक व मुद्रांक नियंत्रक महाराष्ट्र राज्य, पुणे यांचे कडे विहित मार्गाने सादर केला होता. उक्त प्रस्तावास मा.नोदणी महानिरीक्षक व मुद्रांक नियंत्रक महाराष्ट्र राज्य, पुणे यांनी संदर्भ क्र. 5 अन्वये विषयांकीत फोर्ट डिव्हिजन, मुंबई शहर मधील सि.एस.क्र. 1/1492, 3/1492, 4/1492 व

1492 या मिळकती रस्ता मूल्यदर विभाग क्र. 2/15 मधुन वगळून मूल्यदर विभाग क्र. 2/24 मध्ये अंतर्भूत करण्याबाबत मान्यता प्रदान केली आहे.

वार्षिक मूल्यदर तक्ते सन 2022-23 चे रेडीरेकनर हे सन 2023-24 करीता कायम ठेवण्यात आले आहे.

सबब, वार्षिक मूल्यदर तक्ते सन 2023-24 करीता फोर्ट डिक्विजन, मुंबई शहर मधील सि.एस.क्र. 1/1492, 3/1492, 4/1492 व 1492 या मिळकती रस्ता मूल्यदर विभाग क्र. 2/15 मधुन वगळून मूल्यदर विभाग क्र. 2/24 मध्ये समाविष्ट करण्यात येत आहे. सदरचा बदल हा सन 2023-24 करीता आहे. उक्त वर्षाकरीता वार्षिक मूल्यदर तक्ते प्रसिध्द करण्यात आले नसल्याने मागील वार्षाचे सन 2022-23 चे रेडीरेकनर दर सन 2023-24 करीता विचारात घ्यावे व त्यानुसार पुढील कार्यवाही करावी. सोबत मा.नोदणी महानिरीक्षक व मुद्रांक नियंत्रक महाराष्ट्र राज्य, पुणे यांचे संदर्भिय पत्र क्र. 5 ची प्रत सोबत जोडली आहे.

(जयश्रीराणी बा. सुर्वे)

उपसंचालक, नगर रचना,

मुंबई प्रदेश (मूल्यांकन), मुंबई

✓ भ्रत: मे. ब्युटी लाइफ स्टार्डल & होमस प्रा.लि., सी विंग, प्रिन स्टोन हेरिटेज, रमाबाई आंबेडकर मार्ग, कार्रफर्ड मार्केट, फोर्ट, यांना माहितीस्तव .

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भारत सरकार

GOVERNMENT OF INDIA



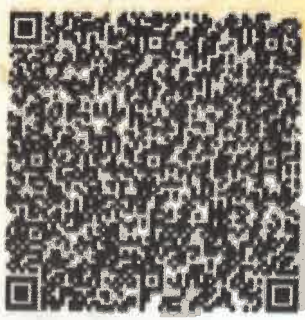
मसीया फ्रांसिस डिसोजा

Mercia Francis Dsouza

जन्म तारीख/DOB: 14/12/1971

महिला/ FEMALE

Mobile No: 9920374191



2050 4458 3278

माझे **आधार**, माझी **ओळख**

*Mercia Dsouza*

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भारतीय विशिष्ट पहचान प्राधिकरण  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Download Date: 22/01/2018

पत्ता :  
त्रिनिटी को.डॉ.ओप.सो., फ्लॉट नं 314, 261  
एस.एस.गायकवाड मार्ग, धोबी तलाव, प्रिन्सेस  
मार्ग, मुंबई, मुंबई,  
महाराष्ट्र - 400002

Address :  
Trinity CHS, Flat No 314, 261 S.S.Gaikwad  
Marg, Dhobi Talao, Princess Street,  
Mumbai, Mumbai,  
Maharashtra - 400002



Generation Date: 19/01/2018



1947



help@uidai.gov.in



www.uidai.gov.in



P.O. Box No. 1947,  
Bengaluru-560 001

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आयकर विभाग

भारत सरकार

INCOME TAX DEPARTMENT

GOVT. OF INDIA



MERCIA FRANCIS DSOUZA  
JOHN LIBANO FERNANDES



14/12/1971

Permanent Account Number

AFAPD9015R



*Mercia Francis Dsouza*

Signature

पं. सं. - ३	966 / 974	३०२३
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*Mercia Francis Dsouza*  
*Francis*





*In case this card is lost / found, kindly inform / return to :*

Income Tax PAN Services Unit, UTIITSL  
Plot No. 3, Sector 11, CBD Belapur,  
Navi Mumbai - 400 614.

इस कार्ड के खोने/पाने पर कृपया सूचित करें/लौटाएं :  
आयकर पैन सेवा यूनिट, UTIITSL  
प्लॉट नं: ३, सेक्टर ११, सी.बी.डी.बेलापूर,  
नवी मुंबई-४०० ६१४.

कार्ड - ३		
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भारत सरकार

GOVERNMENT OF INDIA



डायलन डिसोझा

Dylan Dsouza

जन्म तारीख / DOB : 27/02/1996

पुल्लिंगी / MALE



7537 1705 6303

आधार - सामान्य माणसाचा अधिकार

*Dylan D*

पिन कोड - १	११६	१२५
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आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

DYLAN DSOUZA

FRANCIS DSOUZA

27/02/1996

Permanent Account Number

CLOPD3270J

Signature



01042016

*Francis*



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No. 11 - 40836

FRESH CERTIFICATE OF INCORPORATION  
CONSEQUENT ON CHANGE OF NAME  
IN THE OFFICE OF THE REGISTRAR OF COMPANIES, MAHARASHTRA,  
MUMBAI.

In the matter of

SUN-RISE HOUSING DEVELOPMENT & FINANCE PRIVATE LIMITED

I hereby approve and signify in Writing under Section 21  
of the Companies Act, 1956 (Act of 1956) read with the  
Government of India, Department of Company Affairs,  
Notification No.G.S.R. 507E dated the 24th June 1985 the  
change of name of the company :

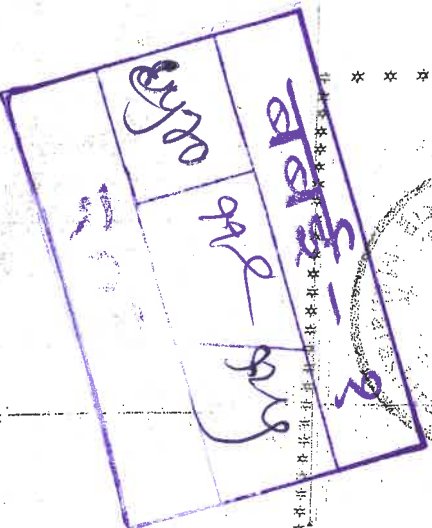
from SUN-RISE HOUSING DEVELOPMENT & FINANCE PRIVATE LTD.  
to Sunrise Lifestyles & Homes Private Limited  
and I hereby certify that

SUN-RISE HOUSING DEVELOPMENT & FINANCE PRIVATE LIMITED

Which was originally incorporated on FIFTH  
day of SEPTEMBER 1986 under the Companies Act, I of 1956  
under the name SUN-RISE HOUSING DEVELOPMENT & FINANCE PVT. LTD.  
having duly passed and necessary resolution in terms of section  
21 / / of the Companies Act, 1956 the name of the  
said company is, this day changed to Sunrise Lifestyles & Homes  
Private Limited  
and this certificate is issued  
pursuant to Section 23(1) of the said Act.

Given under my hand at MUMBAI this THIRD  
day of FEBRUARY Two Thousand THREE.

(S.C. GUPTA)  
DEPUTY REGISTRAR OF COMPANIES  
MAHARASHTRA MUMBAI.





# Beauty Lifestyles & Homes Private Limited

Corporate Office: Office No.2, 3rd Floor, C Wing, Greenstone Heights, Ramnabai Ambedkar Marg, Crawford Market, Fort, Mumbai - 400001.  
Tel: 022 23455507/08/09 • E-mail: beautylifestyles.homes@gmail.com

True Copy of the Extract of the Resolution passed at the Meeting of the Board of Directors of M/s. Beauty Lifestyles & Homes Pvt. Ltd. held at the registered office of the company on 14<sup>th</sup> February, 2018.

**IT IS HEREBY RESOLVED THAT** Mr. Zunaid Abdul Razzak Biryia and/or Mr. Ramchandra Shankar Pawar, are hereby authorized to sign and execute on behalf of the Company various, applications, undertakings and other documents; to all Government and /or semi Government authorities with respect to re-development of property, Transfer of Tenancy, Tenancy Agreement bearing C. S. Nos. 1/192, 1/1492, 2/1492, 3/1492 & 4/1492 of Fort Division, plot south of Crawford market, and to present and lodge the documents in the office of the Sub-Registrar, to appear before him and admit and register the documents that may be required from time to time.

For and Behalf of the Board of Directors  
OF M/s. Beauty Lifestyles & Homes Pvt. Ltd



*Zunaid*  
Director

2018-2		
6/30	920	gm
2023		

# Sunrise Lifestyles & Homes Private Limited

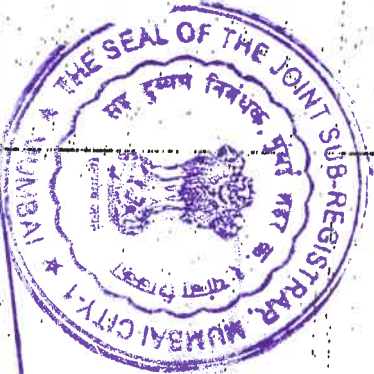
Corporate Office: Office No.2, 3rd Floor, C Wing, Greenstone Heritage, Ramabai Ambedkar Marg, Crawford Market, Fort, Mumbai-400001.  
Tel: 022 23455507/06/09

True Copy of the Extract of the Resolution passed at the Meeting of the Board of Directors of M/s. Sunrise Lifestyles & Homes Pvt. Ltd. held at the registered office of the company on 14<sup>th</sup> February, 2018.

**IT IS HEREBY RESOLVED THAT** Mr. Zunaid Abdul Razzak Birya and/or Mr. Ramchandra Shankar Pawar, are hereby authorized to sign and execute on behalf of the Company various, applications, undertakings, Tenancy Agreement and other documents, to all Government and /or semi Government authorities with respect to development of property, Transfer of Tenancy, Tenancy Agreement bearing C.S. Nos. 1/1492, 2/1492, 3/1492 & 4/1492 of 4<sup>th</sup> Division, plot south of Crawford market, and to present and lodge the documents in the office of the Sub-Registrar, to appear before him and admit and register the documents that may be required from time to time.

For and Behalf of the Board of Directors  
OF M/s. Sunrise Lifestyles & Homes Pvt. Ltd

Director



2018		
2018	2018	2018
2018	2018	2018

Registered Office: 1<sup>st</sup> Floor, C Wing, Greenstone Heritage, Ramabai Ambedkar Marg, Crawford Market, Fort, Mumbai - 400 001.  
CIN: U70100MH1988PT0046835

भारत सरकार  
GOVERNMENT OF INDIA

रमचंद्र शंकर पवार  
Ramchandra Shankar Pawar  
जन्म तारीख / DOB: 06/01/1987  
पुरुष / MALE

2030 9932 9585

माझे आधार, माझी ओळख

भारत सरकार  
GOVT OF INDIA

आयकर विभाग  
INCOME TAX DEPARTMENT

SUNRISE LIFESTYLES & HOMES PRIVATE LIMITED

06/06/1986

AAAC336720

भारत सरकार  
GOVERNMENT OF INDIA

UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Address:  
S/O: Shankar Sapu Pawar,  
PANCH PANDAV COLONY,  
CHAWL NO. 8 ROOM NO. 3,  
BRAMHAN PADA STATION  
ROAD, ULHASNAGAR - 4,  
Ulhasnagar, Thane,  
Maharashtra - 421604

*Pawan*



भारत सरकार  
GOVT OF INDIA

आयकर विभाग  
INCOME TAX DEPARTMENT

BEAUTY LIFESTYLES & HOMES PRIVATE LIMITED

04/07/1986

AAACB41764

भारत सरकार  
GOVT OF INDIA

आयकर विभाग  
INCOME TAX DEPARTMENT

BEAUTY LIFESTYLES & HOMES PRIVATE LIMITED

04/07/1986

AAACB41764

Handwritten notes in a box:  
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बस 922 gm





318/6540  
मंगळवार, 03 ऑक्टोबर 2023 6:27 म.नं.

दस्त गोषवारा भाग-1

बबई 1  
दस्त क्रमांक: 6540/2023

दस्त क्रमांक: बबई1 /6540/2023

बाजार मूल्य: रु. 1,79,96,579/- मोबदला: रु. 2,01,00,000/-

भरलेले मुद्रांक शुल्क: रु.12,06,000/-

दु. नि. सह. दु. नि. बबई1 याचे कार्यालयात

पावती:8855 पावती दिनांक: 03/10/2023

अ. क्रं. 6540 वर दि.03-10-2023

सादरकरणाराचे नाव: फ्रांसिस डिसोजा ..

रोजी 6:23 म.नं. वा. हजर केला.

नोंदणी फी रु. 30000.00

दस्त हाताळणी फी रु. 2500.00

पृष्ठांची संख्या: 125

एकुण: 32500.00

दस्त हजर करणाऱ्याची सही:

*Pranata*

दुय्यम निबंधक, मुंबई-1

सह दुय्यम निबंधक

मुंबई शहर क्र. १ सेल

*Pranata*

दुय्यम निबंधक, मुंबई-1

सह दुय्यम निबंधक

मुंबई शहर क्र. १

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

शिक्रा क्रं. 1 03 / 10 / 2023 06 : 23 : 29 PM ची वेळ: (सादरीकरण)

शिक्रा क्रं. 2 03 / 10 / 2023 06 : 24 : 32 PM ची वेळ: (फी)

### प्रतिज्ञापत्र

\* सादर दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीस दाखल केलेला आहे. \* दस्तातील संपूर्ण मजकूर, निष्पादक व्यक्ती, साक्षीदार व सबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. \* वस्ताची सत्यता, वैधता कायदेशीर बाबीसाठी दस्त निष्पादक व कबुलीधारक हे संपूर्णपणे जबाबदार राहतील,

*Pranata*

लिहून देणारे :

लिहून घेणारे :

*Pranata*

*Pranata*







03/10/2023 6 27:38 PM

दस्त क्रमांक :बबई/6540/2023

दस्ताचा प्रकार :-अॅग्नीमेंट टू सेल

दस्त गोपवारा भाग-2

पृष्ठ 1

दस्त क्रमांक:6540/2023

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	ठसा प्रमाणित
1	नाव:सनराईस लाईफस्टाईल्स अँड होम्स प्रा.लि.तर्फे अधिकृत सही करणार रामचंद्र शंकर पवार पत्ता:प्लॉट नं. 1, माळा नं: 1 ला मजला , इमारतीचे नाव: सी विंग,ग्रीनस्टोन हेरिटेज विल्डिंग, ब्लॉक नं: मुंबई, रोड नं: एम.आर.ए.रोड, महाराष्ट्र, MUMBAI. पॅन नंबर:AAACB4170H	लिहून देणार वय :-50 स्वाक्षरी:- 		
2	नाव:व्युटी लाईफस्टाईल्स अँड होम्स प्रा.लि.तर्फे अधिकृत सही करणार रामचंद्र शंकर पवार पत्ता:प्लॉट नं.1, माळा नं: 1 ला मजला , इमारतीचे नाव: सी विंग,ग्रीनस्टोन हेरिटेज विल्डिंग, ब्लॉक नं: मुंबई, रोड नं: एम.आर.ए.रोड, महाराष्ट्र, MUMBAI. पॅन नंबर:AAACB4170H	लिहून देणार वय :-50 स्वाक्षरी:- 		
3	नाव:आंसिस डिसोजा .. पत्ता:प्लॉट नं 314, माळा नं. , इमारतीचे नाव: दिनीटी को ओप हौ सो ली , ब्लॉक नं: 261 एस एस गायकवाड मार्ग , रोड नं: प्रिसेंस स्ट्रीट, धोबी तलाव मुंबई , महाराष्ट्र, MUMBAI. पॅन नंबर:ACFPD7467F	लिहून देणार वय :-58 स्वाक्षरी:- 		
4	नाव:मांसिया आंसिस डिसोजा पत्ता:प्लॉट नं: प्लॅट नं 314, माळा नं. , इमारतीचे नाव: दिनीटी को ओप हौ सो ली , ब्लॉक नं: 261 एस एस गायकवाड मार्ग , रोड नं: प्रिसेंस स्ट्रीट, धोबी तलाव मुंबई , महाराष्ट्र, MUMBAI. पॅन नंबर:AFAPD9015R	लिहून देणार वय :-52 स्वाक्षरी:- 		
5	नाव:डायलन डिसोजा पत्ता:प्लॉट नं: प्लॅट नं 314, माळा नं. , इमारतीचे नाव: दिनीटी को ओप हौ सो ली , ब्लॉक नं: 261 एस एस गायकवाड मार्ग , रोड नं: प्रिसेंस स्ट्रीट, धोबी तलाव मुंबई , महाराष्ट्र, MUMBAI. पॅन नंबर:CLOPD3270J	लिहून देणार वय :-27 स्वाक्षरी:- 		

बरील दस्तऐवज करून देणार तथाकथीत अॅग्नीमेंट टू सेल चा दस्त ऐवज करून दिल्याचे कबुल करतात.  
शिक्षा क्र.3 ची वेळ:03 / 10 / 2023 06 : 25 : 44 PM

ओळख:-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	ठसा प्रमाणित
1	नाव:मतोहर डाफळे .. वय:42 पत्ता:9, 1 ला मजला, 1/13,बोटावाला विल्डिंग,फोर्ट,मुंबई पिन कोड:400001		
2	नाव:सुडोविक फ्रांसिस डिसोजा वय:56 पत्ता:6/ए वेलिंग्टन टेरेस,3 रा माळा रम नं 30 मुंबई पिन कोड:400002		

शिक्षा क्र.4 ची वेळ:03 / 10 / 2023 06 : 26 : 24 PM

शिक्षा क्र.5 ची वेळ:03 / 10 / 2023 06 : 27 : 38 PM नोंदणी पुस्तक 1 मध्ये



सह दुय्यम निबंधक  
मुंबई शहर क्र. १

## Payment Details.

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	Beauty lifestyles and homes Pvt Ltd	eChallan	000405720231003388674	MH0008932198202324E	1206000.00	SD	0004658127202324	03/10/2023
2		DHC		1023035912946	1900	RF	1023035912946D	03/10/2023
3		DHC		0408202307012	600	RF	0408202307012D	03/10/2023
4	Beauty lifestyles and homes Pvt Ltd	eChallan		MH0008932198202324E	30000	RF	0004658127202324	03/10/2023

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

6540 /2023

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बवई - १	१२५० १२५ / १२५	२०२३
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प्रमाणित करणेत देते की या  
दस्तावेज एकूण.....<sup>१२५</sup>पाने आहेत.  
पुस्तक क्रमांक १, बवई-१/...../२०२३  
अन्वये नोंदला. 0 3 OCT 2023  
दिनांक ३१/१०/२०२३  
(कृष्णा मि. खताळ)

सह. दुय्यम निबंधक, मुंबई शहर १.

Scanned Dec - 4/10/23  
11:35 - 11:58