323/4245

पावती

Wednesday, April 28 ,2021

1:17 PM

Original/Duplicate

नोंदणी क्रं. :39म

Regn.:39M दिनांक: 28/04/2021

गावाचे नाव: बांद्रा

दस्तऐवजाचा अनुक्रमांक: वदर4-4245-2021

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: दिव्या एम रुघानी

नोंदणी फी दस्त हाताळणी फी पृष्ठांची संख्या: 162

₹. 30000.00

₹. 3240.00

DELIVERED

एकूण:

पावती क्रं.: 4758

₹. 33240.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 1:34 PM ह्या वेळेस मिळेल.

बाजार मुल्य: रु.79432333.86 /-मोबदला रु.82750000/-

भरलेले मुद्रांक शुल्क : रु. 1655000/-

सह दुय्यमा निबंधक, अंधेरी-2

सह। दुन्धम निबंधक, अंधेरी क्र.-२, बुंबई उपनगर जिल्हा

1) देयकाचा प्रकार: DHC रक्कम: रु.1240/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 2704202101043 दिनांक: 27/04/2021

बॅंकेचे नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: 2704202101014 दिनांक: 27/04/2021

बँकेचे नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH009498345202021M दिनांक: 31/12/2020

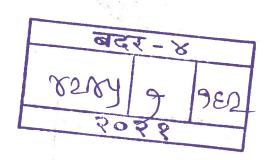
बँकेचे नाव व पत्ता:

Divya

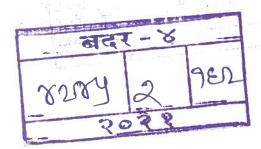
DELIVERED

		मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)			
Valuation ID	20210428215				28 April 20	021,10:37:01 A वदर
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वार्षिक मूल्य दर तक्त्यानुसार म् खुली जमीन निवा 244050 4272	सी सदनिका क	ार्यालय 74250	दुकाने 516980	औद्योगीक 427260	मोजमापन चौरस मीट	
बांधीव क्षेत्राची माहिती बांधकाम क्षेत्र(Built Up)- बांधकामाचे वर्गीकरण- उद्ववाहन सुविधा-	162.04चौरस मीटर 1-आर सी सी आहे	मिळकतीचा वापर- मिळकतीचे वय- मजला -	निवासी सदनिका 0 TO 2वर्षे 11th floor To 20th f	• • • • • • • • • • • • • • • • • • • •	प्रकार- कामाचा दर -	बांधीव Rs.427260/-
Sale Type - First Sale Sale/Resale of built up Prope	erty constructed after circ	cular dt.02/01/2018				
मजला निहाय घट/वाढ	= [10% apply to rate= Rs	.469986/-			
घसा-यानुसार मिळकतीचा प्रति	ते चौ मीटर मल्यदर	=(((वार्षिक मृल्यदर -	खुल्या जिमनीचा दर) * घसा-	यानुसार टक्केवारी)+ खुल्य	जिमनीचा दर)	
		= (((469986-244 = Rs.469986/-	050) * (100 / 100))+24	4050)		
.) मुख्य मिळकतीचे मूल्य	= 4	रील प्रमाणे मूल्य दर * वि 69986 * 162.04	मेळकतीचे क्षेत्र			
ः) बंदिस्त वाहन तळाचे क्षेत्र बंदिस्त वाहन तळाचे मूल्य	27.4 = 2 = R	.s.76156531.44/- 88चौरस मीटर 7.88 * (469986 * 25/1 .s.3275802.42/-				-
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CHALLAN MTR Form Number-6



GRN MH009498345202021M BARCODE				I III │ Da	te 31/12/2020-13:	06:02	Form	ID	25.2		
Department Inspector General Of Registration		Payer Details									
			TAX ID / TA	N (If Any)							
Type of Payment Registration Fee		PAN No.(If Applicable)		AKHPR9062L							
Office N	ame BDR4JT SUB RE	EGISTRAR ANDHERI	2	Full Name	77	DIVYA M RUGHA	MI				
Location	n MUMBAI										
Year	2020-2021 One Tir	me		Flat/Block I	No.	1102 WHITE ROS	SE				
	Account Head De	etails	Amount In Rs.	Premises/B	uilding						
0030045	501 Stamp Duty		1655000.00	Road/Stree	t	JUNCTION OF I		' ROA	D A	ND ALEX	KIOUS
0030063	301 Registration Fee		30000.00	Area/Locali	ty	MUMBAI					-
= ====				Town/City/I	District					4	
				PIN		,	4	0 -	0	0 5	0
16E)		JOINT SUB REGIS		Remarks (If	f Any)						
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and the same	35000.00	GREAN DIST. PLANT	16,85,000.00	Amount In	Sixteen	Lakh Eighty Five T	housan	id Rup	ees C	Only	
		NJAB NATIONAL BAN	K	FOR USE IN RECEIVING BANK				TI.			
	Cheque	e-DD Details		Bank CIN	Ref. No.	0300617202012	231012	34 31	1220	M566725	5
Cheque/	DD No.			Bank Date	RBI Date	31/12/2020-13:3	32:56	01.	/01/2	021	ý
Name of	Bank			Bank-Branc	Bank-Branch PUNJAB NATIONAL BANK		10 to				
Name of	Branch	<u> </u>		Scroll No.,	Date	1,01/01/2021					
NOTE:- सदर च नाही :	Department ID : NOTE:- This challan is valid for document to be registered in Sub R			strar office c साठी लागु 3	only. Not y	ralid for unregister भी न करावयाच्या	ed doo	e No. : cumen iioी च	nt. बदर र		392977 ागु
Sr. No.	Reason: Secu Document Location: India		acement No.	Deface	ment Date	YO Vserio				nent Amo	ount
:1	Location: India (iS)-323-4245	00004	401442202122	28/04/20	21-13:17:	1 (I	300	000.00
2	(iS)-323-4245	00004	401442202122	28/04/20	21-13:17:	27 IGR187				16550	00.00
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CHALLAN MTR Form Number-6



	GRN MH009498345202021M BARCODE				IIII Da	ate 31/12/2020-13:	06:02	Form	ID	25	.2
	Department Inspector General Of Registration				Payer Details						
-	Stamp Duty			TAX ID / TAN (If Any)							
-	Type of Payment Registration Fee			PAN No.(If Applicable) AKHPR9062L							
*	Office Name BDR4JT SUB REGISTRA	R ANDHERI	2	Full Name		DIVYA M RUGHA	MI				
	Location MUMBAI										
	Year 2020-2021 One Time			Flat/Block I	No.	1102 WHITE ROS	SE				
	Account Head Details	30. 4.0	Amount In Rs.	Premises/B	uilding						
	0030045501 Stamp Duty		1655000.00	Road/Stree	t	JUNCTION OF I			AD A	ND A	LEXI [,]
	0030063301 Registration Fee		30000.00	Area/Loca!i	ty	MUMBAI					
				Town/City/I	District						
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20		and the		Amount In	Sixteer	Lakh Eighty Five T	housa	nd Ruj	oees (Only	
	Total		16,85,000.00	Words							
	ayment Details PUNJAB NA	FIONAL BAN	K	FOR USE IN REGEIVING BANK							
	Cheque-DD Deta	ails		Bank Cl:	Ref. No.	0300617202012	3101	234 31	1220	M566	725
	Cheque/DD No.			Bank Date	RBI Date	31/12/2020-13:3	32:56	01	1/01/2	021	
	Name of Bank			Bank-Branc	h	RUNJAB NATIC	NAL	BANK			
	Name of Branch			Scroll No.,	Date	1,01/01/2021					
4. 4. 4	Department ID : NOTE:- This challan is valid for document सदर चलन केवळ दुरयम निवधक कार्यालर Signature Not Verified Digitally Jigned by DS VIRTUAL TREASURY MUMBAI 03 Date: 2021,01 06 12:02:39 IST Reason: Secule Document Location: India	to be regist प्रात नोदणी	ered in Sub Regi करावरााच्या दस्ताः	strar office c साठी लागु 3	only. Not ग्रहे • नोद	85 W	Mobined do	1	ात. तार. अंदर	84 चलन 98	





Dr. Rr

Department of Stamp & Registration, Maharashtra Receipt of Document Handling Charges PRN 2704202101014 Date 27/04/2021 Received from DIVYA M RUGHANI, Mobile number 8452892977, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Andheri 2 of the District Mumbai Sub-urban District. **Payment Details** PUNB **Bank Name** Date 27/04/2021 REF No. 5055355397 Bank CIN 10004152021042700747 This is computer generated receipt, hence no signature is required.



Department of Stamp & Registration, Maharashtra Receipt of Document Handling Charges Date 27/04/2021 2704202101043 Received from DIVYA M RUGHANI, Mobile number 8452892977, an amount of Rs.1240/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Andheri 2 of the District Mumbai Sub-urban District. **Payment Details** 27/04/2021 **Bank Name** PUNB Date 5055355478 10004152021042700766 REF No. Bank CIN

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





Receipt of Document Handling Charges

PRN

2704202101043

Receipt Date

28/04/2021

Received from DIVYA M RUGHANI, Mobile number 8452892977, an amount of Rs.1240/-, towards Document Handling Charges for the Document to be registered on Document No. 4245 dated 28/04/2021 at the Sub Registrar office Joint S.R. Andheri 2 of the District Mumbai Sub-urban District.

DEFACED

₹ 1240

DEFACED

Payment Details

Bank Name	PUNB	Payment Date	27/04/2021	
Bank CIN	10004152021042700766	REF No.	5055355478	50 5
Deface No	2704202101043D	Deface Date	28/04/2021	

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Receipt of Document Handling Charges

PRN

2704202101014

Receipt Date

28/04/2021

Received from DIVYA M RUGHANI, Mobile number 8452892977, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 4245 dated 28/04/2021 at the Sub Registrar office Joint S.R. Andheri 2 of the District Mumbai Sub-urban District.

DEFACED

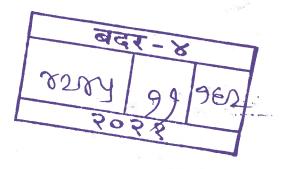
₹ 2000
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Payment Details

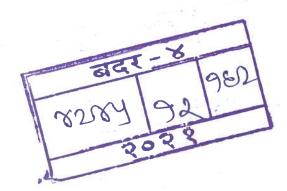
Bank Name	PUNB	Payment Date	27/04/2021
Bank CIN	10004152021042700747	REF No.	5055355397
Deface No	2704202101014D	Deface Date	28/04/2021

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











AGREEMENT FOR SALE

AND

MRS DIVYA MAHESH RUGHANI and MR MAHESH RUGHANI an adult/s Indian inhabitants/ residing at / having her address at A-1801, Golden Willows, Swapna Nagri, Near N.E.S.School, Mulund West, Mumbai 400 080 ., hereinafter called "THE PURCHASER/S" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include in the case of individuals his/her/their heirs and legal representatives, executors and administrators, successors and assigns and in case of the HUF, the

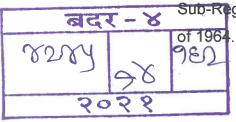


members and the coparceners of HUF from time to time and the last surviving member and coparcener and the legal heirs, executors and administrators of such last surviving member and in case of partnership firm the partners constituting the firm for the time being and the survivors or survivor of them and their respective heirs and legal representatives, executors and administrators and in case of a corporate body, its successors and in the case of the Trust its Trustees for the time being) of the SECOND PART

WHEREAS:-

White Rose Co-operative Housing Society Ltd., a Society (a) registered under the provisions of Maharashtra Co-operative Societies Act, 1960 under Registration No. BOM/HSG/714 of 1964 dated 12th August, 1964 (hereinafter referred to as "the Society"), is seized and possessed of or otherwise well and sufficiently entitled to as the absolute owner of all that piece and parcel of land or ground plot bearing N/A Survey No.249 (Part) C.T.S. No.C/550 situated in H/W-1544(2), Plot No.148 of Revenue Village Bandra (Danda) Taluka Andheri, District Mumbai Suburban, admeasuring 1133.8 sq. metres along with the building known as "White Rose Co-operative Housing" Society Ltd" then standing thereon comprising of 2 adjoining wings and consisting of ground and 3 upper floors and 15 residential flats (since demolished) hereinafter referred to as the old building ("the Building"), situate, lying and being at th Perry Road, Bandra, Mumbai 400 050 and more articularly described in the Schedule hereunder written. hereinafter referred to as "the said Property").

The said Property was purchased and acquired by the Society from Mr. Adam Fazalbhoy Laljee under a Deed of Conveyance dated 14th August 1964 and registered with the Sub-Registrar of Assurances under serial No. BOM /R -2452



(h)

- (c) The building was constructed in the year 1968 as per the sanctioned permissions. The building comprises of 15 residential flats.
- (d) The Society comprises of 15 members hereinafter collectively referred to as the 'Members' each of them holding 5 fully paid up shares of Rs.50/- each as evidenced by their respective share certificates issued by the Society and by virtue thereof are the owners of their respective Flats in the said Building.
- (e) The Building was in a dilapidated condition and as such even with major repairs it could not be restored to habitable condition.
- (f) The Society therefore in a Special General Body Meeting of the Society held on 2nd June 2011, wherein the Members present unanimously decided to redevelop the said Property by demolishing the existing building and constructing thereon a new building through a Builder/Developer.
- (g) On 10th May 2012, the Society, therefore, invited offers from various Builders/Developers by issuing advertisement in newspapers for undertaking redevelopment of the said Property. Offers were received from various Builders Developers.
- (h) After considering the various offers received, in the Special General Body Meeting of the Society held on 16th July, 2012, by a majority of the Members of the Society present in the meeting selected and appointed M/s Arth Housing Development Pvt Ltd as a Developer, hereinafter referred to as the Erstwhile Developer..
- (i) The Society thereafter executed the Development Agreement dated 11th July 2013 with the Erstwhile Developers granting



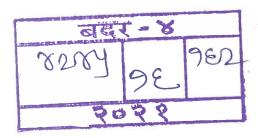
redevelopment rights in respect of the said Property in favour of the Erstwhile Developers by demolishing the existing Building and constructing thereon a new building on the said Property as per the sanctioned plans and by consuming the entire permissible FSI including Fungible FSI and loading additional FSI, TDR-FSI and exploiting additional FSI in lieu of TDR on the said Property or FSI in any other form that may become available on payment of premium or otherwise and as per the rules and regulations for the consideration and on the terms and conditions more particularly set out therein. The said Development Agreement is registered with the Sub Registrar of Assurances at Bandra under Serial No. BDR1-131/2014 (hereinafter referred to as the said "Development Agreement").

(j) The Society also executed a Power of Attorney dated 19th October 2013 in favour of the directors of the Erstwhile Developers and registered under No BDR-1/132-2014 with the Sub Registrar of Assurances at Bandra.

Pursuant to the above, the Erstwhile Developers submitted the plans to Municipal Corporation of Greater Mumbai (MCGM) for obtaining sanction. MCGM sanctioned the plans and issued Intimation of Disapproval (IOD) dated 7th November 2014 bearing Ref No. CE/1347/WS/AH for construction of the new building on the said Property.

The members of the Society vacated their respective premises and acquired temporary alternate accommodation. The Building was demolished.

Certain Disputes and differences arose between the Erstwhile Developers and the Society due to which the Erstwhile Developers could not proceed with the redevelopment as envisaged under the Development Agreement.



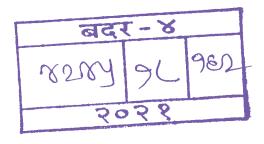
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- (n) The disputes between the Society and the Erstwhile Developers were referred to a Sole Arbitrator, Mr. Atul Daga.
- (o) The Society and the Erstwhile Developers amicably settled all the disputes. Consent Terms dated 23rd August 2018 were executed between the Society and the Erstwhile Developers. The Sole Arbitrator took the consent terms on record and passed an Award dated 24th August 2018 in terms of the consent terms. It was agreed under the Consent Terms that the Erstwhile Developers shall redevelop the said Property in accordance with the terms and conditions agreed under the said Development Agreement read with the Consent Terms dated 23rd August 2018.
- sanctioned 25.10.2018, Amended Plans were on (g) Commencement Certificate obtained on 01.11.2018 and accordingly commenced the construction work on the said property. Under the Development Agreement, the Erstwhile Developers are entitled to redevelop the said through its sister concern. The Erstwhile said Propert proposed to the Society to redevelop the through its sister concern being, the Promoters herein. The Society agreed to the said proposal accordingly. appointment of the Promoter as the Developer of the Socie got approved by the Society in its Special General Meeting held on 11th February 2019
- Arbitrator, Mr. Atul Daga. The Promoters, its Partners and the Shareholders and the Directors of the Erstwhile Developers were impleaded as party Respondents to the Arbitration. The draft Consent Terms to be executed between all the parties were approved by majority of the members present in the Special General Body Meeting of the Society held on 25th April 2019.

- (r) Consent Terms dated 26th April 2019 were executed between all the parties. It was agreed under the Consent Terms that the Promoter shall carry out the construction and redevelopment of the said Property in accordance with the terms and conditions agreed under the Development Agreement read with the Award dated 24th August 2018 in terms of Consent Terms dated 23rd August 2018 read with the Consent Terms dated 26th April 2019. On execution of the Consent Terms, the Erstwhile Developers put the Promoters in possession of the said Property.
- (s) The Sole Arbitrator took the Consent Terms dated 26th April 2019 on record and passed an Award dated 14th May 2019 in terms of Consent Terms.
- (t) The said Development Agreement, the Award dated 24th
 August 2018 in terms of the Consent Terms dated 23rd August
 2018 read with Award dated 14th May 2019 in terms of
 Consent Terms dated 26th April 2019 are hereinafter
 collectively referred to as "the said Agreements"

In the premises, the Promoters are entitled to redevelop the said property by constructing building/s on the said Property by consuming the entire permissible FSI including Fungible FSI and loading additional FSI, TDR and exploiting additional FSI in lieu of TDR on the said Property or FSI in any other form that may become available upon payment of premium or otherwise) as per the rules and regulations. The Promoter shall also be able to consume additional FSI TDR and or FSI in any other form available on the property either by way of amalgamation to adjoining plot or plots, set-back, road width TDR FSI or any other form on the property.

(v) In the Property Register Card, the Society's name has been mutated in respect of the said Property.





- (w) Under the Agreements, the Promoters are required to provide 15 Flats/Apartments totally admeasuring 14970 Sq. ft. Carpet area (Entitled Area) on various floors of the new proposed building to the 15 members of the Society in lieu of their existing 15 Flats. It is also agreed that the Promoter shall provide 30 Car Parking Spaces to the members of the Society. The Promoter are entitled to sell the remaining Apartments / Flats car parking spaces to the prospective Purchasers for such consideration and on such terms and conditions as they may deem fit and proper and the Society has agreed to admit such Purchasers as its members in accordance with the provisions of the said Agreement.
- (x) Pursuant to execution of the said Agreement, following steps are taken for proceeding with the redevelopment of the said Property: -
 - (i) The building plans were submitted to MCGM for sanction. MCGM sanctioned the Plans and issued Intimation of Disapproval (IOD) dated 7th November 2014 bearing Ref No. CE/1347/WS/AH for construction of the new building on the said Property.
 - The members of the Society vacated their respective.

 Flats and the building is demolished. The New Amended IOD was obtained on 25.10.2018. As par amended IOD dated 25.10.2018 got the Commencement Certificate issued on 1st November, 2018. Hereto Annexed and collectively marked as Annexure "A" and "B".
 - (iii) The Project is registered with the Maharashtra Real PE Estate Regulatory Authority under registration is annexed hereto as Annexure "C".

XZS

- (y) The Promoters are in possession of the said Property and in exclusively control of redevelopment thereof. The Promoters are absolutely entitled to construct the new building on the said Property and have the sole and exclusive right to sell and/or otherwise deal with the flats / Premises / Parking spaces or any other premises in the new building to be constructed by the Promoters on the said Property, (excluding the entitled area) in the manner as they may deem fit and proper and to enter into agreement/s with the proposed Purchaser/s of such flats/Premises/ parking spaces etc. and to receive and appropriate to themselves the entire sale proceeds in respect thereof.
 - The Promoters have got the building Plans sanctioned, at present consuming the FSI available and have planned out the Development of the said property in such a way that the Promoters can consume the minimum FSI of 3673.51 square meters including the above referred FSI, Fungible FSI and further area/FSI available by payment of the premium or otherwise at concessions available as per the prevailing rules and regulations and with the provisions to avail of, load and utilize the further F.S.I./ Fungible FSI & additional FSI as may be permissible by amending the building plans from time to time. The Purchaser/s have been explained the effect of Fungible FSI and FSI to be obtained by payment of premium as also the D.C. Rules and proposed building plans on the project and the Purchaser has given his free and informed consent for the changes as may be necessary to be carried out in the new building. It is further agreed by and between the parties that no further consent of the Purchaser/s is required for any modifications or alterations in the building plan due to change in the Law or Rules as may be amended by the Governments / Any Competent Authority / MCGM or as may be required by the Competent Authorities for grant of Occupation Certificate. Provided however the orientation, location, layout and floor of the Flats/Apartments agreed to be allotted and sold herein to the Allottee/s shall not

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be affected, altered, diminished or changed, as the case may be.

- (aa) The Promoters propose to construct a residential building comprising of stilt plus 3 levels for parking plus 4th to 17th upper floors for residential flats/units to be known as "White Rose" with a provision to construct additional floors over and above the 17 Floors (hereinafter referred to as "the New building") and for the purpose to amend the Plans from time to time so as to consume the FSI/ fungible FSI/Gross Plot FSI/Incentive FSI or any other area available for construction under any head.;
- (bb) There are no encumbrances affecting the said Property and/or the new building litigations pending except those disclosed in the Title Report dated 11th June 2019 and 30th July 2019 of Messers Pravin Mehta and Mithi & Co., Advocates & Solicitors annexed hereto and marked as Annexures "D" and "D1" respectively (hereinafter collectively referred to as the "Title Reports").
- (cc) The entire project shall be known as "WHITEROSE"
- (dd) The Promoters shall obtain all other balance necessary approvals and permissions from the concerned authorizes to the development of the said Property from time to time so as to obtain building completion certificate/ occupation certificate of the New building.
- (ee) The Promoters have APPOINTED Licensed Surveyor Shri Girish A. Bhagtani registered with the Council of Architects.
- (ff) The Promoters have appointed M/s. Paras Consultants, for the preparation of the structural design and drawings of the New building.
- (gg) The Promoters while constructing New Building, on the said land, are required to comply with various terms and conditions

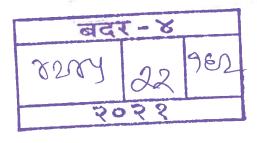


imposed by Mumbai Municipal Corporation and shall carry out the construction as per the prevailing rules and regulations as applicable thereto.

(hh) the Purchaser/s after perusing and verifying the facts and particulars on the website of the Regulatory Authority in respect of the project has/ have evinced interest to purchase and acquire a Flat /Apartment bearing Number 1102 on the 11th floor, admeasuring 1585 sq. ft RERA carpet area (hereinafter referred to as "the said Flat / Apartment") in the New Building called "White Rose" being constructed on the said Property by the Promoters; The re-development of the said Property as envisaged herein, and as registered under RERA is hereinafter, wherever the context may so require, referred to as the "said Project".

The Promoters have disclosed to the Purchaser/s all necessary particulars as to the title and its rights in the property including encumbrances if any in the said property. Particulars as to the said project including building and flat/apartments alongwith specification and internal development work, external development work, the date and manner in which the payment towards the cost of the flat to be made and date on which the possession of the flat / premises will be given are specified, while registering the said project with the Regulatory Authority appointed under the Real Estate Development Act, 2016 and the same are available on website of the Regulatory Authority.

The Promoters alone have the sole and exclusive right to sell/allot the flats and car parking spaces forming part of the sale component (i.e. other than the entitled area), in the New building being constructed by the Promoters on the said property and to enter into agreements for sale with the Purchaser/s of such flat / apartments and to receive the entire sale price in respect thereof..



(ii)



It is agreed that this Agreement shall supersede any prior (kk) letters/writings, if any executed between the Promoter and the Purchaser/s and all such letters/writings, if any shall stand cancelled. The Purchaser/s has/have prior to the execution of this agreement demanded from the Promoters and the Promoters have prior to the execution of these presents given inspection to the Purchaser/s of all the documents of title relating to the said Property, the IOD, C.C i.e. the plans, designs and specifications prepared by the Promoters' Architects and of such other documents as are specified under the Maharashtra Real Estate (Regulation and Development) act 2016 and rules framed thereunder hereinafter referred to as "RERA" as may be applicable and The Maharashtra Ownership Flats (Regulation of the Promotion of Construction etc.) Act 1963 and the Rules framed thereunder (hereinafter referred to as "MOFA") thereunder. The Purchaser/s has/have taken inspection of the said documents to his/her /their/its satisfaction and shall not raise any demand or requisitions in the future and/or to call for any further documents, pertaining to society's title of the said Property and of the right, power and auth Promoters, to develop the said property;

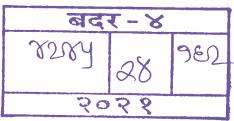
Promoters that the Promoters and/or its assigneds in common with the society, the members of the society and other purchasers shall have right to use and enjoy at all times all the facilities that may be finally provided by the Promoters including common pathways, recreation facility promoters including common pathways, recreation facility promoters including common area facilities, sewerage lines, electricity – cables, electrical meters and panel rooms, underground and overhead tanks, water pipe lines, pump room and auxiliary tanks, common lighting, lifts, Lift Machine Rooms and all such other facilities forming part of the said Project (hereinafter for convenience sake all or any of the aforesaid facilities which may be provided are collectively



hereinafter referred to as "the said infrastructure/common facilities");

- (mm) The authenticated copies of Title Reports authenticated copies of Property Register Card showing the nature of the title of the society to the said property to the project land on which the New building is being constructed have been annexed hereto as **Annexures 'D', D1 and 'E',** respectively.
- (nn) The authenticated copies of the floor plans and specifications of the Flat / Premises / Apartment agreed to be purchased by the Purchaser/s, as sanctioned and approved by the local authority have been annexed hereto as **Annexure** "F".
- (oo) Under and in terms of the registered undertaking given by the Promoters to the MCGM, the Promoters are liable to notify to the Purchaser/s of the deficiency in open space in the said Property and for that purpose the Purchaser shall not hold MCGM and the Promoters liable at any time now and/or in future in respect thereof. The purchaser is further put to the notice about the inadequate manoeuvring space of car parking and no complaint shall be made to M.C.G.M. with this regard.

The Promoters have agreed to sell to the Purchaser/s a Flat / Apartment bearing No. 1102 on the 11th Floor, admeasuring 1585 sq. ft Rera Carpet area in the New building being constructed and known as "White Rose" on the said Property more particularly described in the First Schedule hereunder written for the lumpsum consideration of Rs.8,27,50,000/-(Rupee Eight Crores Twenty Seven Lacs Fifty Thousand only) (hereinafter referred to as "the said Flat/Apartment" and Two car parking space (hereinafter referred as "the said Car Parking") at the price and on the terms and conditions hereinafter appearing and more particularly described in the Second Schedule hereunder written and shown in red color



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\$ 1 6) M wash on the sketch floor plan annexed hereto and marked **Annexure "G"**.

- (qq) The carpet area of the said Flat/Apartment is 1585 square ft as per The Real Estate (Regulation and Development) Act, 2016 ("the said Act") and "carpet area" means the net usable floor area of an flat/apartment, excluding the area covered by the external walls, areas under services shafts, appurtenant to the said Flat/Apartment for exclusive use of the Purchaser/s but includes the area covered by the internal partition wall and column offsets of the flat/apartment as per the said Act.
- the Promoters in the said Flats/Apartments are more particularly described in the Third Schedule hereund written (hereinafter collectively referred to as the Hats-//Apartment Amenities").
- (ss) The restricted areas, and facilities of the New Building are more particularly described in the Fourth Schedule hereunder written (hereinafter collectively referred to as the "Restricted Common Areas and Amenities").
- (tt) Wherever the term 'carpet area' is used in this Agreement, the same shall have the same meaning as defined under RERA.

 Accordingly, carpet area in relation to the said Flats/Apartments shall always mean RERA carpet area.
- (uu) The Parties relying on the confirmation, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws and the Purchaser(s), having perused all the necessary documents, deeds and writings related to title of the Promoters to the said Propert, and the said Building along with all other documents as specified-in the said Act and under this Agreement, and after being fully informed and satisfied about the same, as also about the status, approvals, sanctions and the plans in respect of the New Building and





subject to the rights of the Promoters reserved herein, is/are desirous of purchasing from the Promoters the said Flat/Apartment on the terms and conditions and the consideration specified hereinafter;

(vv) Under section 13 of RERA the Promoters are required to execute a written Agreement for sale in respect of the said Flat/s /Apartment with the Purchaser/s, being in fact these presents and also to register the said Agreement for Sale under the Registration Act, 1908 and the Purchaser/s/ has/have entered into this Agreement after having read the contents hereof and appraising himself / herself / themselves / itself of the same having understood the provisions hereof.

(ww) The Purchaser/s have/has paid a sum of Rs.1,77,00,000/(Rupees One Crore Seventy Seven lakhs only) to the Promoters as and by way of earnest money of the sale price of the said flat/apartment agreed to be sold by the Promoters to the Purchaser/s on or before execution hereof (payment and receipt whereof the Promoters do hereby admit and acknowledge and discharge the Purchaser/s from the same);

Hereinafter for the sake of brevity, the term Purchaser/s shall be referred to as "the Purchaser/s" and shall include Investor/s for the purposes of Article 5(g-a)(ii) of the Schedule to the Mumbai Stamp Act, 1958;

The parties are desirous of recording the terms and conditions mutually agreed and arrived at between them in writing in the manner hereinafter appearing.

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED,
DECLARED AND RECORDED BY AND BETWEEN THE PARTIES
HERETO AS UNDER:

In this Agreement, unless another intention is statedthe rec tals, Annexures and Schedules contained herein shall constitute an integral and operative part of this Agreement as though contained in this operative portion and shall be read



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and construed accordingly as an essential part of this Agreement.

- ii) the singular includes the plural and vice versa.
- iii) Reference to a particular gender does not exclude the other gender.

2. SALE: -

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The Promoters shall construct the New Building "White Rose" comprising of stilt plus 3 levels for parking plus 4th to 17th upper floors for residential flats/units on the said land described in the First Schedule hereunder written with a provision to construct further upper floors in accordance with the plans, designs, specifications approved and which have been seen and approved by the Purchaser/s and to be amended by the concerned local authority from time to time with only such variations and modifications as the Promoters may consider necessary for getting the further plans amended, consuming the further F.S.I. credit / T.D.R. Fungible FSI, additional FSI or otherwise as may be available on the said property to the fullest extent as may be parmitted by the concerned authority or any government at hority. The Purchaser/s hereby accord his/their specific and informed consent to the Promoters for carrying out the said amendments, alteration, modifications and/or and/or to increase the number of Levels/floors and agree to execute such papers and documents as may be requested for by the Promoters in this behalf. The Purchaser/s hereby accord their further specific consent to the Promoters constructing and disposing off as they deem fit, any other additional structures that they may deem fit to build as per the prevailing rules and regulations and/or as amended from time? to time in this behalf by any Authority or the MCGM on the said Property. The Purchaser/s agrees not to obstruct and/or raise any objection whatsoever and/or interfere with the



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- 2.4 The Purchaser/s acknowledges that the said Flat/Apartment and the car parking spaces referred above, shall be held by the Purchaser/s as one composite flat/apartment and the Purchaser/s shall not be entitled to transfer the use and enjoyment of any one without the other
- 2.5 The carpet area of the said Flat/Apartment shall be as per the approved plans and may change as a result of physical variations due to tiling, ledges plaster skirting, RCC column etc. The Purchaser/s agrees that the carpet area of the said Flat/Apartment shall be subject to the variation being an increase and/or decrease of 3% (three per cent) on account of structural design and construction having variations and in such event, the Purchaser/s shall not object to the same and shall not be entitled to any kind of compensation from the Promoters

2.6 The Purchaser/s agree that the open car parking spaces that may be provided by the Promoters to the Society be used by it/them in accordance with the terms and conditions in cosed by the society from time to time.

3. <u>CONSIDERATION</u>: -

The total aggregate consideration amount for the flat/apartment including parking spaces is Rs.8,27,50,000/- (Rupees Eight Crores Twenty Seven Lakhs Fifty Thousand Only) which is also inclusive of the Specifications, Common Areas, Amenities and Facilities of the Building as per the **Third Schedule** hereunder written and the Amenities and Facilities to be provided in the said Flat/Apartment as per the **Fourth Schedule** hereunder written and the restricted common areas and amenities to be provided as mentioned in the **Fifth Schedule**.

3.1 The Purchaser/s has/have paid on or before execution of this agreement a sum of Rs.1,77,00,000/- (Rupees One Crore Seventy Seven Lakhs only) as earnest amount / advance payment and





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hereby agrees to pay to the Promoters the balance amount of Rs.6,50,50,000/- (Rupees Six Crores Fifty Lakhs Fifty Thousand Only) as per the "PAYMENT PLAN" mentioned in the following manner:-

, I.	Rs.Nil /-	further amount on or before
		execution of this Agreement;
ii.	Rs.1,95,37,50	0/- on completion of Plinth.
iii.	Rs. 11,58,500	0/- on completion of 1 st Slab.
iv.	Rs. 11,58,500	/- on completion of 2 nd Slab.
٧.	Rs. 11,58,500	/- on completion of 3 rd Slab.
vi.	Rs. 11,58,500	/- on completion of 4 th Slab.
vii.	Rs. 11,58,500	/- on completion of 5 th Slab.
viii.	Rs. 11,58,500	/- on completion of 6 th Slab.
ix.	Rs. 11,58,500	/- on completion of 7 th Slab.
Χ.	Rs. 11,58,500	/- on completion of 8 th Slab.
xi.	Rs. 11,58,500	/- on completion of 9 th Slab.
xii.	Rs. 11,58,500	/- on completion of 10 th Slab.
xiii.	Rs. 11,58,500	/- on completion of 11 th Slab.
xiv.	Rs. 11,58,500	/- on completion of 12 th Slab.
xv.	Rs. 11,58,500/	/- on completion of 13 th Slab.
xvi.	Rs. 11,58,500/	/- on completion of 14 th Slab.
xvii.	Rs. 11,58,500/	on completion of 15 th Slab.
SUIT 9UB REGIS XVIII.	Rs. 11,58,500/	/- on completion of 16 th Slab.
्रिक्ष (दक्षायक कर्जू रहे)	Rs. 11,58,500/	/- on completion of 17 th Slab
	Rs. 9,93,000/	on completion of Terrace Slab
	Rs. 24,82,500/	on completion of the Brick Work;
N S S	Rs. 16,55,000/	/- on completion of the Internal
A STORY		Flooring, Doors and Windows
xxiii.	Rs. 24,82,500/	/- on completion of Sanitary Fittings
xxiv.	Rs. 8,27,500	/- on completion of Staircases.
XXV.	Rs. 8,27,500/	/- on completion of Lift well lobbies
And a second for the second se		upto the floor level.
xxvi.	Rs. 16,55,000/	/- on completion of external
		plumbing.
xxvii.	Rs. 16,55,000/	on completion of external plaster.
वदर - 8	Rs. 8,27,500/	/- on completion of elevation &
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XXIX.	Rs. 24,82,500/-	on completion of the Lifts.
XXX.	Rs. 16,55,000/-	on completion of water pumps.
xxxi.	Rs. 16,55,000/-	on completion of Electrical
		fittings.
xxxii.	Rs. 16,55,000/-	on completion of Entrance Lobby.
xxxiii.	Rs. 8,27,500/-	on completion of Paving
xxxiv.	Rs. 41,37,500/-	on Offer of Possession of the said
		Flat/Apartment.
xxxii. xxxiii.	Rs. 16,55,000/- Rs. 8,27,500/-	fittings. on completion of Entrance Lob on completion of Paving on Offer of Possession of the s

All payments required to be made under this Agreement shall be by Account Payee Cheques/ Pay Orders/ Demand Drafts/RTGS/NEFT in favour of M/s I. R. Developers. All receipts issued shall be subject to realisation of the same.

3.2 The Purchaser/s shall pay the amounts mentioned herein, including the various Instalments on their respective due dates, without fail and without any delay or default, as time in respect of the said Time being the Essence of the Contract. The Promoter's will for to the Purchaser/s intimation of the Promoters having carned out t construction at the address given by the Purchaser/s under the Agreement and the Purchaser/s shall be under obligation to pay amount of installments, within seven days of demand by Promoters dispatching the intimation under certificate of posting or in any other manner, at the address of the Purchaser/s as given in these presents. The Promoters shall keep a certificate of their Architects, certifying that the Promoters have completed the work and such Certificate will be open for Inspection by the Purchaser/s at the Office of the Promoters, which shall be binding on Purchaser/s.

3.2 The Amount payable as per the terms of this Agreement for the items, such as plinth, casting of slabs, construction of brick walls, etc. already completed prior to the date of execution of this Agreement, shall be deemed to be due from the Purchaser/s on the date of this Agreement in addition to the earnest money.





- 3.3 The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of and completion of the Project payable by the Promoters) up to the date of handing over the possession of the Flat/Apartment. With every instalment of payment under clause 3.1, the Purchaser/s shall also pay applicable cess, GST and other taxes on such amount as would be applicable.
- In accordance with the provisions of Income Tax Act, the Purchaser/s 3.4 is/are under obligation to deduct TDS of 0.75% of the consideration amount and the Purchaser/s shall deduct 0.75% at the time of payment of each installment and pay the same to the Government Treasury and within seven (7) days of such payment obtain and furnish the required Challan/Certificate to the Promoters. In the event the Purchaser/s fails to deduct such amount and/or to pay such amount to the Government Treasury then the Purchaser/s shall be liable to suffer or incur all the consequences including to reimburse the damages or loss which may be suffered or incurred by the Promoters by reason of non-deposit of such amount in the Government Treasury and/or upon the failure to furnish the Challan/TDS Certificate evidencing such payment to the Promoters such omission on the part of Purchaser shall be construed as each of this agreement.

Althout prejudice to the Promoters rights under this agreement and or in law, the Promoters shall be entitled to claim and the Purchaser/s shall be liable to pay to the Promoters interest at the rate as specified in the RERA Act on all such instalments that may become outstanding and due and payable by the Purchaser/s under the terms of this Agreement and remained unpaid for Fifteen (15) days or more after becoming due.

3.6 The agreed consideration is escalation-free, save and except escalations/increases, due to increase on account of development sharpes payable to the competent authority and/or any other

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increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoters undertake and agree that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification/ order/ rule/ regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments.

- 3.7 The Purchaser/s authorizes the Promoters to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoters may in its sole discretion deem fit and the Purchaser/s undertakes not to object/demand/direct the Promoters to adjust his payments in any manner.
- 4. The Promoters hereby agrees to observe, performant comply fith all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans in respect of the new building at thereafter and shall, before handing over possession of the said Flat/Apartment to the Purchaser/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Flat/Apartment.
- 5. 5.1 The Promoters hereby declare that as per the prevailing rules and regulations the Floor Space Index that can be consumed on the said Property is 3673.51 sq. mts. and such further FSI that may be available can be consumed on the said property. The Promoters hereby declare that the Floor Space Index approved as per the sanctioned plan in respect of the project land is 3673.51 square meters only. The Promoters have disclosed the Floor Space Index of 3673.51 sq. mtrs.as proposed to be utilized by them on the said Property for construction of the New building together with the right to use

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additional FSI in any form as recorded in this Agreement Purchaser/s has/have agreed to purchase the said Flat/Apartment based on the proposed construction and sale of flats/apartments to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

The Purchaser/s/ has/have entered into this Agreement with the notice of the terms and conditions of the said hereinabove recited documents of the said property and subject to the terms and conditions that may be imposed by the Brihanmumbai Municipal Corporation and other authorities concerned and also subject to the Promoters right to make the necessary amendments, modifications and/or changes in the building plans or the material and other specifications and the rights reserved or retained by the Promoters.

It is hereby further expressly agreed that notwithstanding the Purchaser/s approaches / has approached any Banks / Financial Institutions for availing of a loan in order to enable the Purchaser/s to make payment of part/balance purchase price in respect of the said Flat/Apartment to the Promoters and mortgaged/mortgage the said Flat/Apartment with such Banks/Financial Institutions, subject to the provisions of this Agreement and without diminishing or affecting rights of the Promoters under this Agreement (which is to be ct to issuance of a No-objection letter by the Promoters in fatour of such Banks/Financial Institutions) for repayment of the loan amount it shall be at the entire responsibility of the Purchaser/s to sure that payment of the part/balance purchase price are made as stated hereinabove and further to repay the entire loan amount to such Banks/Financial Institutions. The Promoters shall not be liable or responsible for the repayment of the loan amount or any part thereof to such Banks/Financial Institutions. The Purchaser/s hereby further expressly agree/s that the Purchaser/s shall not sell, transfer, let-out or deal with the said flat/apartment in any manner whatsoever without obtaining prior written permission from the Promoters as per the provisions contained herein and from such banks/financial

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institutions (during the pendency of the loan) and the Promoters shall not be liable or responsible for any of the acts of omission or commission which are contrary to the terms and conditions governing the said loan. It shall be the responsibility of the Purchaser/s to inform the Society about the lien of such Banks/Financial Institutions and the Promoters shall not be liable or responsible for the same in any manner whatsoever. The Purchaser/s shall indemnify and keep indemnified the Promoters, its Partners and the heirs, executors, administrators and assigns of such last surviving Partner from and against all claims, costs, charges, expenses, damages, losses which the Promoters, its Partners and the heirs, executors, administrators and assigns of such last surviving Partner may suffer or incur by reason of any action that such Banks/Financial Institutions may initiate for the recovery of the loan amount or any part thereof or on account of any breach by the Purchaser/s of the terms and conditions governing the said loan in respect of the said flat/apartment and tache lichast hereby agree/s and undertake/s that the Promoter's shall have a lien/charge on the said flat/apartment towards/all the cla charges or expenses/losses of the Promoters and the Furchase further undertake/s to reimburse to the Promoters all and any of aforesaid amounts with interest thereon forthwith the Promoters without any delay, default or demur.

7. POSSESSION AND FORCE MAJEURE: -

hand over possession of the said Flat/Apartment to the Purchaser/s on or before September 2022 from the date hereof excluding a grace period of 6 (six) months or such further period as may be agreed between the parties, subject to the Purchaser/s making timely payments of the installments towards the Purchase Price for the ultimate sale of the said Flat/Apartment as mentioned hereinabove and all the amounts agreed to be paid under this Agreement by the Purchasers to the Promoters and the Purchaser/s duly observing all the terms and conditions, contained herein.

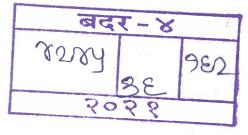
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Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of said Flat/Apartment on the aforesaid date, if the completion of Building in which the said Flat/Apartment are situated is delayed on account of any of the following force majeure events: -

- (a) non-availability of steel, cement, other Building materials or labour affecting the City of Mumbai and/or
- (b) non-availability / shortage of water or electric supply;drainage and sewerage connections, affecting the areain which the said Property is situate; and/or
- (c) war, civil commotion, strikes of workmen or labourers or other persons, transport strike, terrorist attack or an act of God, irresistible force or reasons beyond the control of or unforeseen by Promoters; and/or
 - any legislation, notice, order, rule, circular, notification of the Government and/or other public or other competent authority or court or injunction or stay or prohibitory orders or directions passed by any court, tribunal, body or authority; which directly affects the redevelopment of the said Property, and which is not on account of any breach, default, non-observance, non-performance, or non-compliance by the Promoters of the said Agreements, and/or any applicable laws, rules and regulations, and/or any approvals, permissions, licenses, etc.; and/or
- (e) delay in issuing any permission, approval, NOC, sanction and/or Building occupation certificate and/or completion certificate by the concerned authorities; and/or



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- (f) delay in securing necessary permissions or occupancy certificate from the competent authorities or water, electricity, drainage and sewerage connections from the appropriate authorities, for reasons beyond the control of the Promoters; and/or
- (g) force majeure or any other reason (not limited to the reasons mentioned above) beyond the control of or unforeseen by the Promoters, which may prevent, restrict, interrupt or interfere with or delay the construction of the Building including the said Flat/Apartment; and/or
- (h) other force majeure and vis major circumstances or conditions including but not limited to the inability to procure or general shortage of energy, labour, equipment, facilities, materials or supplies, failure of transportation, strikes, lock outs, action of labour unions or other causes beyond the control of or unforeseen by the Promoters or their agents and or
- (i) any other forces or reasons beyond the control of the Promoters.
- 7.2 For the purpose of this Agreement this expression force majeure" shall include any natural calaratic lariostae, 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, pandemic or other natural disaster, calamity or changes in law, changes in policies or delay caused due to in implementation of the change in policies, changes in regulations, rules or orders issued by any Court or Government authorities or any acts, events, restrictions beyond the reasonable control of the Promoters.

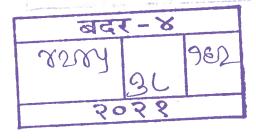


8. PROVISION OF DEFAULT IN PAYMENT OF CONSIDERATION:-

8.1 If the Promoters fail to abide by the time schedule for completing the project and handing over the said Flat/Apartment to the Purchaser/s, the Promoters agree to pay to the Purchaser/s, who does not intend to withdraw from the project, interest at the rate as specified in the RERA Act / Rule, on all the amounts paid by the Purchaser/s, till the handing over of the possession of the said Flat/Apartment. The Purchaser/s agree to pay to the Promoters, interest as specified in the Act/Rule, on all the delayed payments which become due and payable by the Purchaser/s to the / Promoters under the terms of this Agreement from the date the said amount becomes due and payable by the Purchaser/s (s) to the Promoters.

8.2 Without prejudice to the right of Promoters to charge interest in terms of sub clause 8.1 above, if the Purchaser/s commits wilful default in payment on due dates thereof any of the instalments due and payable by the Purchaser/s to the Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing three defaults on payment of installments, the Promoters shall at his own option, may terminate this Agreement:

Provided further that, the Promoters shall give notice of fifteen days in writing to the Purchaser/s, by Registered Post AD at the address provided by the Purchaser/s and mail at the email address provided by the Purchaser/s, of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fail/s to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice



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period, Promoters shall be entitled to terminate this Agreement.

- Promoters shall be at liberty to dispose of and sell the said Flat/Apartment and car parking space to such person and at such price as the Promoters may in its absolute discretion think fit. As a consequence of the termination of this Agreement, the Promoters shall refund to the Purchaser/s only the amount paid by the Purchaser/s (and not anything more than that) within a period of thirty days of termination subject to the following deductions towards adjustment and recovery of agreed liquidated damages:
 - (a) 10 % of the Purchase Price (which is to stand forfeited by the Promoters. upon termination of this Agreement).

(b) GST and any other taxes and outgoings, if any, due and payable by the Purchaser/s in respect of the said Flat/Apartment upto the date of termination of this Agreement;

(c) processing fee and brokerage pade any etc. in respect of the said Flat/Apartment.

the Promoters in terms of this Agreement from the date of default in payment till the date of termination as aforesaid;

(e) in the event, the resale price of the said Flat/Apartment to a prospective Purchase being less than the Purchase Price mentioned herein, the amount of such difference; and

(f) the costs incurred by the Promoters in finding a new buyer for the said Flat/Apartment.

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- (g) Pre-EMI Interest, if any, paid by the Promoters to Banks/Financial Institution on behalf of Purchaser/s under particular Scheme.
- (h) The Promoters shall not be liable to pay to the Purchaser/s any interest on the amount so refunded.
- 8.4 Any payment/s made by the Purchaser/s to the Promoters shall be first appropriated towards interest and the balance, if any, towards the principal sums of the installments of the said Purchase Price and/or any other outstanding dues. The balance amount(s) due and payable by the Purchaser/s under this Agreement, whether as installments of Purchase Price or otherwise, shall continue to attract interest as agreed above.

9. DETAILS OF FIXTURES AND AMENITIES: -

The fixtures, fittings and amenities to be provided by the Promoters in the New building and the said Flat/Apartment hereby agreed to be sold are those that are set out in THIRD & FOURTH Schedule hereunder written. The Purchaser/s agree that, in the event there is an uncertainty about the availability of fixtures, fittings or amenities the materials required to be provided either in terms of antity and/or quality and/or delivery and/or for any other son beyond the control of the Promoters, the Promoters shall be ntitled to change the fixtures, fittings and amenities to be provided in the said Flat/Apartment. In such circumstances, Promoters shall substitute the fixtures, fittings and amenities without any approval of or notice to the Purchaser/s in as much similar specification and/or quality as may be available and required during the stage/time of the construction in order to enable the Promoters to offer at the earliest/on time possession of the said Flat/Apartment/s to the Purchaser/s as agreed under this Flat/Agreement. The Purchaser/s

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agree not to claim any reduction or concession in the Purchase Price and/or in the amounts payable under this Agreement on account of any change or substitution in the fixtures, fittings or amenities provided by the Promoters.

10. PROCEDURE FOR TAKING POSSESSION: -

- 10.1 The Promoters, upon obtaining the occupancy certificate from the MCGM and upon the payment made the Purchaser/s as per the agreement shall offer in writing the possession of the Flat/Apartment, to the Purchaser/s in terms of this Agreement to be taken within 7 days from the date of issue of such notice and the Promoters shall give possession of the Flat/Apartment to the Purchaser/s. The Promoters agree and undertake to indemnify the Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Purchaser/s agree(s) to pay the maintenance charges as determined by the Promoters or the society as the case may be. The Promoters shall offer the possession to the Py writing within 7 days of receiving the occupa the said building.
- 10.2 The Purchaser/s shall take possession of the Flat/Apartment within 7 days of the written notice from the Promotor that Purchaser/s intimating that the said Flat/Apartments are ready for use and occupancy. The Purchasers further agree that before the Purchasers take possession, he/she/they will pay to the Promoter provisional monthly contribution of Rs. 39,625/- (Rupees Thirty Nine Thousand Six Hundred Twenty Five Only) in advance for Six (6) months aggregating to Rs. 2,37,750/- towards the outgoings. The amounts so paid by the Purchaser/s to the Promoters shall not carry any interest and remain with the Promoters. Subject to the provisions of section 6 of the said Act. The aforesaid-deposits (less

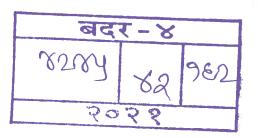
deductions provided for this agreement) shall be paid over by the Promoters to the Society.

The Purchaser/s shall inspect all the fixtures and fittings in the 10.3 said Flat/Apartment before taking possession of the same. At the time of taking possession of the said Flat/Apartment, the Purchaser/s shall bring to the attention of the Promoters any defects in completion of the said Flat/Apartment and/or amenities as the case may be, in absence whereof it shall be presumed that the Purchaser(s) is fully satisfied with the completion of the said Flat/Apartment in all respect as being in accordance with the terms, conditions and stipulations of this Agreement for Sale and acknowledged the same in writing to the Promoters. Thereafter, the Purchaser/s shall have no claim against the Promoters in respect of any item of work in the said Flat/Apartment or in the said new Building or on the said Property which may be alleged to not have been carried out and/or completed and/or being not in accordance with the plans, specification provided under this Agreement and/or otherwise howsoever in relation thereto.

11. <u>FAILURE OF PURCHASER/S TO TAKE POSSESSION OF FLAT/APARTMENT</u>: -

Upon receiving a written intimation from the Promoters as per clause 10.1, the Purchaser/s shall take possession of the said let/Apartment from the Promoters by executing necessary indentnities, undertakings and such other documentation as prascitoed in this Agreement, and the Promoters shall give possession of the said Flat/Apartment to the Purchaser/s. In case the Purchaser/s fail/s to take possession within the time provided in clause 10.1 such Purchaser/s shall continue to be liable to pay parintenance charges as applicable from date of Occupation Certificate.

12. USER OF FLATS/APARTMENTS:-



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The Purchaser/s shall use the said Flat/Apartment or any part thereof or permit the same to be used only for residential purpose only. The Purchaser/s shall use the parking space only for purpose of keeping or parking vehicle.

13. MEMBERSHIP OF SOCIETY: -

- In pursuance to the Agreements with the Society and on written requests made upon the completion of the project by the Promoters, the Society has agreed to admit each and every, Purchaser/s purchasing the Flat/Apartment as, a member of the Society. Therefore, upon the Purchaser/s herein making all the payments due and payable under this Agreement to the Promoters and to the Society under this Agreement and also O.C. being issued, the Promoters shall take steps to admit the Purchaser/s as the member of the Society. The Purchaser/s is required to make the following payments to the said society:
 - (a) Pro-rata amount towards sinking fund seserves to the Society in accordance with the area.
 - (b) For membership Application fee, for entrance fee etc.
- 13.2 The Purchaser/s, however, thereafter shall abide by the rules and regulations of the Society from time to time. The Purchaser/s agree/s to sign all necessary application forms and all other papers and undertaking required to be submitted to the Society for being admitted as its Mamber.
- 13.3 It is further agreed by and between the Society and the Promoters that the Allottee/s will be admitted as the member.

 No Deed of Conveyance is required to be executed, conveying the said Property to the Society, as the Society is

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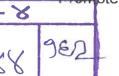
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already in existence having absolute title in respect of the said Property.

PURCHASER TO PAY OUTGOINGS AND MAINTAINANCE :-14.

14.1 Within 7 days after notice in writing is given by the Promoters to the Purchaser/s that the Flat/Apartment is ready for use and occupancy, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Flat/Apartment) of outgoings in respect of the project land and new Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property and building including those set out in the Fifth Schedule. Until the management of the redeveloped property is handed over to the Society, the Purchaser/s shall pay to the Promoters such proportionate share of outgoings as may be determined. The Purchaser/s further agree/s that till the Purchaser/s' share is so determined the Purchaser/s shall pay to the Promoters provisional monthly contribution of Rs. 39,625/-(Rupees Thirty Nine Thousand Six Hundred Twenty Five Only) in advance for Six (6) months aggregating to Rs. 2,37,750/- towards the outgoings. The amounts so paid by the Purchaser/s to the Promoters shall not carry any interest and remain with the Promoters until management is handed over to the said Society.

The Purchaser hereby agrees to pay his proportionate share in the maintenance charges for lobbies, stair case, elevators, fire escapes, main entrance and exits of the building, common parking areas, installation of central services such as power light, society office and all other common amenities and facilities in the project, as shall be demanded by the Promoters or Society.



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14.3 The Promoter shall provide with water connection and also install the electricity lines and electricity meter to the flat/apartment, however the Promoter do not guarantee the supply of any particular quantity of water to the new building or electricity to the building/street or road. It is however agreed that in case of insufficient supply of water by MCGM after handing over the possession or the occupation certificate is obtained, the Promoter shall arrange the water through external tankers at the proportionate cost of all the Purchaser/s and the members of the society from the maintenance account and in case of possibility of obtaining additional water connection from MCGM the same may also be arranged, if possible, by the Developer at the cost of the Purchaser from the maintenance/taxes account.

OTHER MISCELLANEOUS PAYMENTS: -15.

The Purchaser/s shall on or before delivery of possession of the said Flat/Apartment shall pay to the Promoters, the follow

> (i) Rs.700/for share entrance fee of the Society.

(ii) Rs.2,37,750/in advance provisional monthly contribution towards outgoing Society or Limited Company/Federation/ Apex body.

Rs. 25,000/- for reimbursement of the amount towards (iii) permanent non - refundable deposit for Deposit towards Water, Electric, and other utility and services connection charges which may be payable to the various authorities and;

for deposits towards Development Rs. 15,85,000/-(iv) Charges.

(v) Rs. 25,000/- for Legal charges

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(vi) Rs. 3,37,221/- GST on above non-refundable deposits.

It is agreed by the Purchaser/s that the Promoters shall not be liable to render any account for the amounts collected by/ from the purchaser/s.

16. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:-

The Promoters hereby represents and warrants to the Purchaser/s as follows:-

The Promoters has clear and marketable title with respect to the project land; as declared in the Title Report annexed to this Agreement and has the requisite rights to carry out development of the said Property and also has actual, physical and legal possession of the project land for the implementation of the Project;

The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and have obtained requisite approvals from time to time to complete the development of the project;

The Promoters shall abide by the time schedule for completing the project and handing over the Flat/Apartment to the Purchaser/s and the common areas to the Society after receiving the occupancy certificate or the completion certificate or both, as the case may be.

iv) There are no encumbrances upon the project land. Further the Promoters have disclosed, and the Purchaser/s hereby agree, accept and confirm that the Promoters shall be entitled to raise finance from any Financial institutions on their unsold SFlat/Apartments and shall disclose to the Purchaser of such



unsold Flat/Apartments. Such Flat/Apartments shall be sold by the Promoters with intimation of the finance raised to the prospective Allottee/s of such Flat/Apartments.

- v) There are no litigations pending before any Court of law with respect to the said property or the said project except those disclosed on RERA website and the Title Report.
- vi) The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;
- vii) At the time of handing over management to the Society the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Society;
- viii) The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues rates, charges and taxes and other monies, levies, impositions, premiums damages and/or penalties and other outgoings, whatsoever agreed to be paid under the Agreements with respect to the said project to the competent Authorities until the outgoings.
- No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoters in respect of the project land and/or the Project except those disclosed in the title report.

17. COVENANTS OF THE PURCHASER:-

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17.1 The Purchaser/s for himself / themselves with intention to bring all persons into whosoever hands the said Flat/Apartment may come, hereby covenants with the Promoters as follows:-

own cost in good and tenantable repair and condition from the date of the possession of the said Flat/Apartment is taken and shall not do or suffer to be done anything in or to the new building in which the said Flat/Apartments are situated which may be against the rules, regulations or bye-laws of the Society or change/alter or make addition in or to the new building in which the Flat/Apartment is situated and the said Flat/Apartment itself or any part thereof without the consent of the society / local authorities, if required.

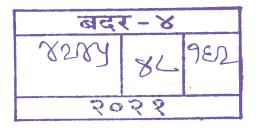
ii)

Not to store in the flat/Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat/Apartment is situated or storing of which goods is objected by the concerned authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat/Apartment is situated, including entrances of the building and in case if any damage is caused to the new building in which the Flat/Apartment is situated on account of negligence or default of the /Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.



iii),...

Not to carry or cause to carry any heavy material/heavy goods in the lift/elevator and if the Purchaser does, then he/she/they shall do at its risks and any damage



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is caused to the lift/elevator, then the Purchaser shall get the same repaired/cured at its own costs, charges and expenses.

- iv) Neither to store goods/materials on the Service ducts, which are meant exclusively for servicing nor to keep plants on the box grills or chhajas. The Purchaser shall not do any such act that would spoil or disturb the elevation of the said building.
- To carry out at his own cost all internal repairs to the said Flat/Apartment and maintain the Flat/Apartment in the same condition, state and order in which it was delivered by the Promoters to the Purchaser/s and shall not do or suffer to be done anything in or to the new building in which the said Flat/Apartment is situated or do anything which may be contrary to the rules and regulations and bye-laws of the society / concerned local authority or other public authority. In the event of the Purchaser/s committing any act in contravention of the above provision, the purchaser shall be responsible and liable for the consequence thereof to the society / concerned local authority.
- and/or covered and/or changed on any ground whatsoever. The Refuge area in the said building shall be kept in a clean and habitable condition and shall be the part of the common amenities and shall be used by all the Purchaser/s in the building. The entry thereof all all times shall be without any restriction and shall always be kept open and free of encroachment at all times including the common passage, staircase leading to such Refuge area.

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Not to demolish or cause to be demolished the Flat/Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat/Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Flat/Apartment is situated and shall keep the portion, sewers, drains and pipes in the Flat/Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Flat/Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat/Apartment without the prior written permission of the Promoters and/or the Society.

Not to do or permit to be done any act or thing which viii) may render void or voidable any insurance of the said property and the new building in which the Flat/Apartment is situated or any part thereof or whereby any increased premium shall become payable

in respect of the insurance.

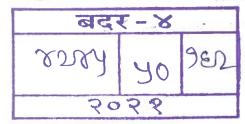
Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/Apartment in the compound or any portion of the and the building in which the said property Flat/Apartment is situated.

The Purchaser/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat/Apartment without prior written permission of the Promoters until all the dues payable by the Purchaser/s to the Promoters under this Agreement are fully paid up.

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- (ii) To become member of the Society, to observe and perform the bye laws, rules and regulations passed or which shall be passed by the Society and to observe and perform the stipulations as may be laid down by the Society and contribute the amount as may be required to be contributed to the Society.
- xi) The Purchaser/s shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said new building / said property or any part thereof to view and examine the state and condition thereof.
- If any Sales Tax / Works Contract Tax / Value Added Tax / Service Tax / GST is payable or any other tax / liability / levy / cess on account of this transaction arises now or in future, the same shall be paid and discharged by the Purchasers alone and the Psyrias shall not be liable to contribute anything any that account. The Purchaser/s shall also unly reinchase the expenses that may be incurred by the Promoters in consequences upon any legal proceedings that may be instituted by the authorities concerned against the Promoters or vice versa on account of such liability.
- xiii) The Purchaser/s hereby covenant/s, agree/s and undertake/s to sign such consent letters and other papers as may be required by the Promoters from time to time for availing the benefit of construction of the additional floors area and / or structures as per the rules and regulations of the local authority.

xiv) The Purchaser/s has/have entered into this Agreement after having read the contents hereof and appraising

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himself about the same having understood the provisions hereof.

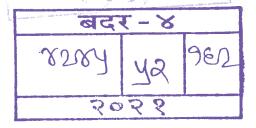
18. SEPARATE ACCOUNTS:-

The Promoters shall maintain a consolidated account of all 18.1 the deposits collected from the Purchasers of various flat/apartments in the said new Building and of all deposits paid and expenses incurred therefrom. The Promoters are authorized to utilize the said deposits for the purposes for which they have been received. The Promoters shall not be liable to render any individual account of the amounts collected or disbursements made in respect of each separate Flat/Apartment notwithstanding any excess/ deficit collection from any particular Purchaser of the Flat/Apartment in respect of his/her/their/its Flat/Apartment. In the event, any shortfall arises then the Purchaser/s and/or the said Society, shall be individually and collectively liable to pay to the Promoters such amount as may be determined by the Promoters at their sole discretion.

DELAY OR INDULGENCES: -

Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Flat/Apartment Purchaser/s 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 conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Promoters.

20. The Promoters have informed the Purchaser/s and the Purchaser/s hereby agree/s, confirm/s and declare/s or otherwise empower/s, the Promoters, as follows: -



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- (i) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flat/Apartment or of the said property and the Building or any part or portion thereof. The Purchaser/s shall have no claim save and except in respect of the said Flat/Apartment hereby agreed to be sold to him/ her/ them.
- (ii) For all or any of the purposes mentioned herein under and/or under this Agreement, the Promoters shall be entitled to keep and/or store any construction materials on any part or portion of the said property and/or to have additional Electricity Supply and/or additional Water Supply and for the purpose of construction, to do all such further acts, deeds, matters and things, as may be necessary. In such an the Purchaser/s shall not take any otherwise, on the ground of any mais and and/or shall not claim any pasement and/or any other rights, in the nature easement or prescriptive or other rights of app nature whatsoever. The Purchase directly and/or indirectly, shall not do any act, deed, matter or a thing, whereby the Promoters may be prevented from putting any such additional and/or new construction and/or shall not raise any objection and/or obstruction, hindrance or otherwise. The said act by the Purchaser/s shall be construed as breach of this agreement
- (iii) While fixing the consideration of the said Flat/Apartment, proper consideration and due care and caution is taken of various powers or

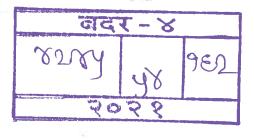


authorities mentioned herein, given by the Purchaser/s to the Promoters.

21. TRANSFER IN FAVOUR OF SOCIETY OF ALL PURCHASER AND RIGHTS OF PROMOTERS: -

- 21.1 The said Property vests with in the Society and the said Society is the actual Owner and the Purchaser/s is/are going to be the member of the Society and thus the question of transfer of the property does not arise and therefore the Promoters shall not be required to take title insurance.
- 21.2 The Purchaser/s confirm/s that the Promoters are and shall be entitled to the development of the said property and have agreed only to sell the said Flat/Apartment being subject matter of this Agreement and the purchaser's rights are restricted to the said Flat/Apartment notwithstanding any statutory rights and if any, the Purchaser/s hereby waive/s all such rights. It is further agreed that in the event of the Purchaser/s disputing or challenging the rights of the Promoters then in such case the Promoters shall have right to terminate this Agreement notwithstanding the fact that the Purchaser/s has/have paid the full consideration amount and/or has/have been put into possession of the said Flat/Apartment..

All unsold Flats/Apartments, open/ covered garages, car parking spaces and spaces in the said Building which are proposed presently and/or which may be proposed in future shall belong to and owned by the Promoters and/or their nominees only and they will have sole and exclusive rights and authority to allot, alienate or dispose of the same on such terms and conditions as they may like to any party and receive and appropriate the consideration received thereof and the Purchaser/s will have no objection to the same and the Purchaser/s do hereby consent to what is stated above



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and the Purchaser/s agree and undertake not to claim any abatement in the price or concession or rebate or compensation or damages.

21.4 The Promoters may retain for themselves the remaining flats/apartments in the New Building to be constructed in the said Project and may not sell to others and may let/lease out or give on leave and license basis, some or even substantial number of flats/apartments in the said Building, as the case may be. The Promoters shall not be liable to pay non occupancy charges thereof to the Society.

22. RIGHTS OF DISPLAY: -

The Promoters will, at all times, be entitled to install the logos and/or name boards and/or put-up advertisement boards/ hoarding etc. of the Promoters and/or their affiliates (hereinafter referred as "the displays") with various devices (including electronic, laser and neon signs) in one or more places in the said new Building therein including space/s, the terraces and/or any parts of the said Building if it so desires at its own costs and expenses. Promoters and/or their Group Companies will not be liable to make any payment of any nature Allottee/s/Purchaser and/or the occupant's of the of flats/apartments the said Building and/or the Society in respect of the displays.

23. **COMMON AREAS AND AMENITIES: -**

23.1. The use and enjoyment of the common service amenities and other amenities including the said infrastructure/common facilities shall be mutatis mutandis to the ownership of the said Flat/Apartment by the Purchaser/s and his/her/its bona fide family members to the end and intent that:

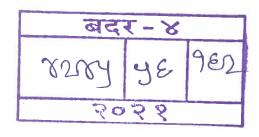


- 23.2. As and when the said Flat/Apartment is sold or transferred, the use and enjoyment of the common service amenities and other amenities including the said infrastructure/ common facilities shall automatically stand transferred to the new purchaser(s) of the said Flat/Apartment and the Purchaser/s' rights to the access, usage and enjoyment of the common service amenities and other amenities including the said infrastructure/common facilities shall automatically stand extinguished;
- 23.3. The Purchaser(s) shall not be entitled to separate or segregate or retain for himself the use and enjoyment of the common service amenities and other amenities including the said infrastructure/common facilities and/or decline or refuse to transfer to the new Purchaser/s the benefit thereof along with the sale and transfer of the said Flat/Apartment to such /Purchaser/s;

24. REPRESENTATION & AGREEMENT OF PURCHASER/S: -

The Purchaser/s hereby agree/s and admit/s having taken inspection of all the documents required to be given by the Promoters under the provisions of the RERA and hereby agrees and confirms that the Promoters shall have irrevocable rights for the purposes Setout below and the Promoters shall be entitled to exercise the same as if the Purchaser/s has / had given the prior written consent to the Promoters as required under the said Act and said Rules and with a view to remove any doubt the Purchaser/s hereby confer/s upon the Promoters the right and authority for the purposes set out are in below:-

24.1 Without modifying the plan of the said Flat/Apartment the Promoters shall be entitled to amend, modify and/or vary the layout plans/ building plans and/or subdivision plan and also the specifications in respect thereof.





24.2 The Promoters shall be entitled to consume further FSI available on the said property and shall for that purpose be entitled to amend, alter or modify the sanctioned plans. However, the Promoters shall not modify or alter the plan of the Flat/Apartment agreed to be purchased by the Flat/Apartment Purchaser/s.

24.3 To avail of all the benefits attached to the said Property, the Promoters shall be entitled to put up any construction in the Open Space/RG area/Recreational open space or as may be permissible by Brihanmumbai Municipal Corporation.

24.4 The Promoters shall be entitled to raise additional floors and/or construct the adjacent Wings to the said new building as the Promoters may think fit and proper even though the Promoters might not have got the Plans sanctioned for the same at the time of execution of this Agreement and shall have full authority to get the Plans sanctioned and construct additional floors/adjacent wings and the Purchaser/s hereby accords his /her/their/its irrevocable consent for the same.

24.5 The Promoters may complete the said building/s or any part thereof or floor and obtain part occupation certificate thereof and give possession of the Flat/Apartments therein to all the members acquirers / occupants of such Flat/Apartment and the Purchaser/s herein shall have no right to object to the same and will not object to the same and the Purchaser/s hereby give/s his specific consent for the same. If the Purchaser/s take/s possession of the said Flat/Apartment in such part completed and/or floor or otherwise the Promoters and/or its Agents or Contractors shall be entitled to carry on the remaining work including further and additional construction work in the said property including the building in which the said Flat/Apartment is situated. The Purchaser/s is/are aware that such construction may cause inconvenience to the Purchaser/s, and



agrees and assures to the Promoters that the Purchaser/s shall not protest, object to or obstruct the execution of such work nor the Purchaser/s shall be entitled to any compensation and/or damage and/or claim and/or to complain for any inconvenience and/or nuisance which may be caused to him/her/them or any other person/s. The Purchaser/s shall co-operate with the Promoters in further construction at the said property.

25. FIRST CHARGE AND LIEN OF PROMOTERS: -

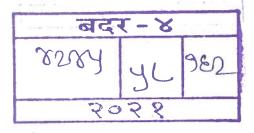
The Promoters shall have first lien and charge on the said Flat/Apartment agreed to be acquired by the Purchaser/s in respect of all the amounts payable by the Purchaser/s under the terms and conditions of this Agreement.

26. INTERIM MANAGEMENT: -

In the event of the management of the said property being handed over to the Society before the sale and disposal of all the Flats/Apartments, parking spaces, by the Promoters in the said building/s in the said property, the power and authority of the said Society shall be subject to the overall control and authority of the Promoters in respect of any of the matter concerning the said property and/or the said building, the construction and completion thereof and all the amenities appertaining to the same and in particular the Promoters shall have absolute authority and control as the said the unsold Flats/Apartments, parking spaces and the disposal thereof, and such Purchaser/s of the said unsold Flats/Apartments shall be admitted as members of the Society without levy of any premium or transfer fee. The Society in such an event will only be entitled to levy share subscription amounts and membership application fee.

27. DEFECT LIABILITY

27.1 The Promoter shall be liable within a period of 5 years of Occupation Certificate if any of the following defects are brought to their notice: [as per RERA]



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- a. Structural defects.
- b. any other in the workmanship quality, provision of services.
- c. any defect in any other obligations of the Promoter as mentioned in the Agreement.
- d. defect in quality of material used or fixed during execution of the constructive process
- 27.2 Upon receipt of complaint from the Purchaser/s, the Promoter shall arrange to ascertain the damages with its consultants and contractors. The Promoters shall rectify the same, within a period of 30 days from the receipt of the complaint. However, if the damages are unable to be rectified then the Promoters shall compensate to the Purchaser/s for such amount as may be ascertained by the consultants within a period of 30 days. However, it is clarified that if the defect has arisen due to result of any unlawful construction carried out by the Purchaser or by Organization of Purchaser/s of the new building or as a result of non- maintenance of the said new building or said Flats/Apartments then in such event the Promoter shall be absolved from such liability.
- 27.3 As also if such defects are occurred out to some ast or omission or alteration or tampering or addition on the part of the Purchaser/s or in the event the Purchaser/s carries out of causes to carry out any renovations and or furniture work and/or work of the revamping / reinstallation/ installation of any fixtures and fittings in the said Flat/Apartment on his own in any manner whatsoever and due to this any harm, damage, loss, injury arises or occurs in the said Flat/Apartment or any part thereof, or to the adjoining Flats/Apartments/ Units, premises, the Promoters shall not be responsible and/or liable and the Promoters shall be completely absolved from any defect liability that may be brought by the Purchaser/s.
- The Purchaser/s shall also be liable and responsible to take care that there are no additions, alterations, modifications of permanent nature which may in any manner violate the sanctioned plans or permissions which may be granted or



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which may have already been granted by Municipal Corporation of Greater Mumbai (MCGM) in respect of the said property, failing which, the Purchaser/s shall alone be responsible and liable to face the consequences under the laws of the land, and the Promoters shall not be required to deal with the same or any part of the said responsibilities of the Purchaser/s in any manner whatsoever.

28. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE AGAINST THE SAID FLAT/APARTMENT: -

28.1 After the Promoters executes this Agreement they shall not mortgage or create a charge on the said Flats/Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser/s who has taken or agreed to take such Flat/Apartment.

28.2. It is hereby expressly agreed, clarified and understood that so long as it does not prejudice the rights created in favour of the Purchaser(s) under this Agreement in respect of the said Flat/Apartment. The Promoters shall be entitled to avail financial assistance from banks, institutions and other persons, inter alia, against security of the said Property and/or construction thereon. The Promoters shall be absolutely, irrevocably and unconditionally entitled to and have the right to create charges or liens, encumber, nortgage, sell, assign, transfer, dispose of, or otherwise deal with ill any manner howsoever all or any of their rights, benefits, interest, rivileges, and/or claims including development rights in respect of the said Property or construction thereon of any part or parts thereof, without any notice to the Purchaser/s and the Purchaser/s have given and granted their specific, full, free, unqualified and irrevocable consent to the Promoters to do so. As part of such arrangement by the Promoters all or any of the responsibilities and/or obligations of the Promoters may be shifted or transferred to any other person or persons. All such arrangements by the Promoters shall be binding on the Purchaser/s. The Promoters shall indemnify

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and keep the Purchaser/s fully indemnified against all claims of any nature whatsoever that may be made against the Purchasers by virtue of any encumbrances created as aforesaid. The Promoters agree that the Purchaser/s shall be entitled to raise necessary finance/ housing loan and avail such loan against the security of the said Flat/Apartment. However, it will be the sole responsibility of the Purchaser/s to repay the said loan and the Purchaser/s hereby undertake to indemnify and keep indemnified and harmless the Promoters from any claim or demand, loss arising from the same.

29. BINDING EFFECT: -

Forwarding this Agreement to the Purchaser/s by the Promoters does not create a binding obligation on the part of the Promoters or the Purchaser/s until, firstly, the Purchaser/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser/s and secondly, appears for registration of the same before the concerned Sub-Registrar as appropriate intimated by the Promoters. If the Purchaser/(s) fail/s/16 deliver to the Promoters this Agreement within 30 (thirty) day the date of its receipt by the Purchaser/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a potice to the Purchaser/s for rectifying such default, which if not rectified with 15 (fifteen) days from the date of its receipt by the Purchaser/s, Agreement of the Purchaser/s shall be treated as cancelled and all sums deposited by the Purchaser/s in connection therewith including the booking amount shall be returned to the Purchaser/s without any interest or compensation whatsoever.

30. ENTIRE AGREEMENT:-

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter,



correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat/Apartment/ plot/building, as the case may be.

31. RIGHT TO AMEND: -

This Agreement may only be amended through written consent of the Parties hereto.

32. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/S/ SUBSEQUENT PURCHASER/S:-

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

33. SEVERABILITY: -

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

Any delay tolerated or indulgence shown by the Promoters in section of the terms of the agreement or any forbearance or giving of time to the Purchaser/s by the Promoters shall not be construed as E a waiver or acquiescence on the part of the Promoters of any breach

or non-compliance of any of the terms and conditions of this agreement by the Purchaser/s and shall not in any manner prejudice the rights of the Promoters.

34. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT: -

Wherever in this Agreement it is stipulated that the Purchaser/s has to make any payment, in common with other Purchaser/(s) in Project, the same shall be in proportion to the carpet area of the said Flat/Apartment to the total carpet area of all the said Flats/Apartments in the Project.

35. FURTHER ASSURANCES:-

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to carry out the objective as contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to transaction.

36. PLACE OF EXECUTION: -

The execution of this Agreement shall be complete only upon the execution by the Promoters through its authorized signature at the Promoters' Office, or at some other place, which may be mutually agreed between the Promoters and the Purchaser/s, in Mumbai after the Agreement is duly executed by the Purchaser/s and the Promoters or simultaneously with the execution, the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.

37. NOTICES

That all notices to be served on the Purchase is and the Promoters as contemplated by this Agreement shall be deemed to have been

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duly served if sent to the Purchaser/s or the Promoters by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

The Purchaser/s:

MRS DIVYA MAHESH RUGHANI

MR MAHESH RUGHANI

A-1801, Golden Willows, Swapna Nagri,

Near N.E.S. School, Mulund West,

Mumbai 400 080

Notified Email ID: divyarughani@hotmail.com

The Promoters:

M/s I R DEVELOPERS

201, Nehru Road, Santacruz (east)

Mumbai 400 055

Notified Email ID: approperties@ymail.com

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

JOINT PURCHASER/S:-

That in case there are Joint Purchaser/s all communications shall be sent by the Promoters to the Purchaser/s whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Purchaser/s.

बद्ध: _ THE DISPUTE RESOLUTION: -

Any dispute between parties shall be settled amicably. In case of Failure to settle the dispute amicably the same shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.



40. GOVERNING LAW: -

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Civil Courts of Competent in Jurisdiction in Mumbai will have the jurisdiction for this Agreement.

41. OVERALL CONTROL OF PROMOTERS: -

The Promoters may opt (but shall not be bound) to become and continue to be the member of the said Society in respect of their right and benefits conferred/ reserved herein or otherwise entitled to in whatsoever manner. If the Promoters transfer assign and/or dispose of such rights and benefits at any time to anybody, the assignee, transferee and/or the Purchaser/s thereof, shall become the member of the said Society in respect of the said rights and benefits. The Purchaser/s herein, will not have any objection to admit such assignees or transferees as a member of the said Society and the Purchaser/s do hereby give their specific consent of the said society and admitted.

42. **GENERAL**:

- This Agreement contains the whole agreement between the parties in respect of the subject matter of this Agreement and shall not be modified (whether by alteration addition or omission) otherwise than by writing and duly signed by both the parties. This Agreement constitutes the entire agreement between the parties and there are no promises or assurances or representations, oral or written, express or implied other than those contained in this Agreement.
- 42.2 The Purchaser/s hereby declare/s that he/she/they/it has gone through this Agreement and all the documents related to the said Property and has expressly understood the



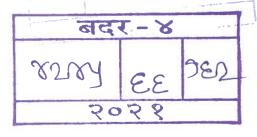
contents, terms and conditions of the same and the Promoters have entered into this Agreement with the Purchaser(s) relying solely on the Purchaser agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Purchaser(s) to be observed, performed and fulfilled and complied with and therefore, the Purchaser hereby agree/s, undertake/s and covenant/s to indemnify, save, defend and keep harmless at all times hereafter, the Promoters and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, nonperformance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Purchaser(s).

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It is specifically understood that the brochure/s, advertisements published by the Promoters from time to time in respect of the project is just an advertisement material and contains various features such as furniture layout in the tenement and plantations shown around the building/schemes, vehicles, fencing etc. to increase the aesthetic value only and are not actuals. These features / amenities are not agreed to be developed/ provided by the Promoters.

42.4 Each party hereto shall from time to time upon the reasonable request and cost of the other party execute any additional documents and do any other acts or things which may be reasonably required to give effect to the terms hereof.





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42.5 All costs, charges and expenses including stamp duty and registration charges of this Agreement shall be borne and paid by the Purchaser(s). The Purchaser(s) are fully aware of the provisions of the applicable stamp Act as amended from time to time. If any stamp duty over and above the stamp duty already paid on this Agreement including the penalty if any is required to be paid or is claimed by the Superintendent of Stamps or concerned authority, the same shall be borne and paid by the Purchaser/s alone. The Purchaser/s shall indemnify the Promoters against any claim from the stamp authorities or other concerned authorities in respect of the said stamp duty including penalty if any to the extent of the loss damage that may suffered by the Promoters. The Purchaser(s) shall also fully reimburse the expenses that may be incurred by the Promoters in consequence of any legal proceedings, that may be instituted by the authorities concerned against the Promoters or vice-versa on account of such liability. The Promoters have informed the Purchaser(s) that this Agreement has to be registered within anti-original execution, or within successive 4 (four) months on of requisite penalty by the Purchaser/s).

The Purchaser/s hereby declares that he she littles 42.6 resident Indians and are entitled to acquire the Flat/Apartment in accordance with the provisions of the Foreign Exchange Management Act, 1999. It is abundantly made clear to the /Purchaser/s that if the Purchaser is a Non-Resident Indian / foreign national of Indian origin, in respect of all remittances, acquisitions / transfer of the said Flat/Apartment, it shall be his/her/their/its sole responsibility to Foreign Exchange comply with the provisions of the enactments Management Act, 1999 or statutory amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the



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Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 and any other provisions of law applicable thereto.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of land or ground plot bearing C.T.S. No.C/550 of Revenue Village Bandra, Taluka Andheri, District Mumbai Suburban, admeasuring 1133.8 sq. metres alongwith the building known as "White Rose Co-operative Housing Society Ltd", then standing thereon comprising of 2 adjoining wings and consisting of ground and 3 upper floors lying, being and situate at 4 Perry Road, Bandra (West), Mumbai 400 050 in the Registration District of Mumbai Suburban.

SECOND SCHEDULE ABOVE REFERRED TO:

Residential Unit bearing No.1102 admeasuring 1585 sq. ft. of carpet area on the 11th floor along with Two car parking space in the new by the known as "White Rose" situated on the aforesaid property

THE THIRD SCHEDULE HEREIN ABOVE REFERRED TO:

A. Common areas and facilities of the said premises in related to the said building: -

The said property on which the said building shall be constructed and the common service lines such as electricity, water, drainage, common recreation areas.

- B. The following common facilities which will be located throughout the building: -
 - 1. Water tank located on ground floor and / building.

Plumbing net-work throughout the building

- 3. Electric wiring network throughout the building ???
- Necessary light, telephone and public water connections.
- 5. The foundations and main walls, columns, girders, beams and

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roofs of the building.

- 6. All apparatus and installation existing for common use.
- 7. Common Terrace above top floor.
- 8. Society office (subject to MCGM approval).
- 9. Gymnasium room (subject to MCGM approval).
- C. The Percentages of undivided share of the said premises in the common areas and facilities relating to the said building shall be in the ratio of total area of the all the premises in the building to the area of the said premises.

THE FOURTH SCHEDULE HEREIN ABOVE REFERRED TO:

Restricted Common Areas & Facilities

The following facilities located in each one of the upper floors are restricted common areas and facilities restricted to the premises of respective floor:

- i. A lobby which gives access to the stairway from the said premises.
- ii. All the car parking spaces in the stilt and open to sky in the compound of the said new building.

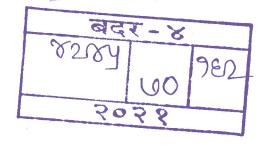
THE FIFTH SCHEDULE HEREIN ABOVE REFERRED TO:

PROPERTY TAX, WATER CHARGES AND OUT GOINGS

The expenses of maintaining, repairing, redecorating etc of the main structure and in particular the roof, gutters and rain water pipes and electric wires in under or upon the building and enjoyed or used by the Purchaser/s in common with the other occupiers of other premises and the main entrance, passages, landings, staircases of the other buildings as enjoyed by the Purchaser/s used by him / her than in common as aforesaid and the boundary walls of the buildings, compounds, terraces etc.

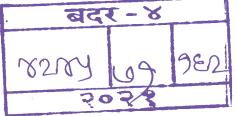
costs of cleaning and lighting the passages, landings, surcases, servant toilets, compound, parking spaces and other parts of the buildings so enjoyed or used by the Purchaser/s in common as aforesaid.

- 3. The costs of decorating the exterior of the building.
- 4. The salaries of clerks, bill collectors, sweepers, security, managers etc.



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- The costs of working and maintenance of lifts, firefighting equipment, 5. water pumps and lights and other service charges and AMC of the same.
- Municipal and other taxes and other assessments 6.
- Insurance of the building. 7.
- Management Fees as per Clause 26(b). 8.



Such other expenses as are deemed necessary or incidental by the 9. Developer for the maintenance and upkeep of the building.

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

SIGNED AND DELIVERED

By the withinnamed 'THE PROMOTER/S)

IR DEVELOPERS

through its Partner

Shri CIRISH. A. BHAGTAMI

PAN NO.

AAHFI3968C

In presences of

SIGNED AND DELIVERED

By the withinnamed "PURCHASER/S")

MRS DIVYA MAHESH RUGHANI PAN NO. AKHPR9062L







) Signature ____ gathaphi_





) Signature

SIGNED AND DELIVERED

By the withinnamed "PURCHASER/S")

MR MAHESH RUGHANI

PAN NO. AKHPR9063M

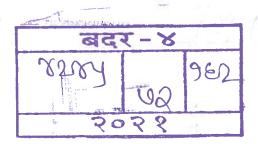
in the presence of



Implession

Signature







RECEIPT

RECEIVED on the day and year first herein written of and from the withinnamed Purchaser/s, the sum of Rs.1,77,00,000/- (Rupees One Crore Seventy Seven Lakhs Only) ,being the amount of Earnest Money / Booking Amount against Flat No 1102 in the building White Rose as mentioned below required to be paid by Purchaser/s to us

Date	Cheque No	Amount	Drawn on
14.12.2020	000002	85,00,000	Bank of Baroda
16.12.2020	RTGS	80,00,000	HDFC Bank
17.12.2020	RTGS	10,00,000	Bank of Baroda
17.12.2020	RTGS	2,00,000	Bank of Baroda

We say Received

For I R DEVELOPERS

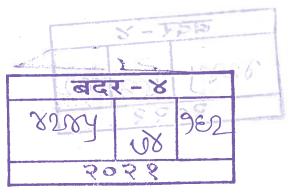
(PARTNER)

(Promoters)

Witnesses:

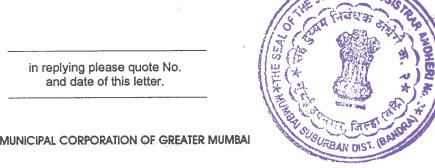
1. Omkar Richer pawer Pawer 2 M. Khara Komesh. P. Rohera







in replying please quote No. and date of this letter.



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

No. CE/1347/WS/AH

MEMORANDUM

Municipal Office,

Mumbai

To

Shri. Wayne C.D.lima, C.A.to Owner

11, virkar Apts, Asara Co-Op HSG.Soc.Ltd.

With reference to your Notice 337 (New), letter No. 1436 dated. 19/9/2018 and the plans, Sections Specifications and description and further particulars and details of your buildings at Proposed bldg. on Plot bearing CTS No. C/550 at In. of perry Road and Alexious Road, of Vill. Bandra, Bandra (W), Mumbai., CTS NO.C/550 furnished to me under your letter, dated 19/9/2018. I have to inform you that, I cannot approve of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Mumbai Municipal Corporation Act as amended up todate, my disapproval by reasons thereof :-

A: CONDITIONS TO BE COMPILED WITH BEFORE STARTING THE WORK.

- 1 That the Janata Insurance Policy shall not be submitted.
- 2 That the requisitions of clause 45 & 46 of DCR 91 shall not be complied with and records of quality of work, verification report, etc. shall not be maintained on site till completion of the entire work.
- -3 That the bore well shall not be constructed in consultation with H.E.
- That the work shall not be carried out between 6.00 am and 10.00 pm, and the provision of notification issued by Ministry of Environment and Forest department dated 14.2.2000 and Rules framed for noise pollution (Regulation & Control) Rules 2000 shall be duly observed.
- 5 That unless and until an agreement either providing a permanent alternate accommodation in newly That the necessary remarks for training of nalla / construction of SWD will not be obtained from EUB REGIS Dy.Ch.Eng.(S.W.D.) City and Central Cell before asking for plinth C.C. .
- That the N.O.C. from Additional Collector for royalty of excavated earth shall not be submitted before requesting for C.C
- That the compliance of Hon. Supreme court order dated 15/03/2018 in SPL (Civil)no. D23708 of 2017 shall not be submitted

Page 1 of 8 On 25-Oct-2018





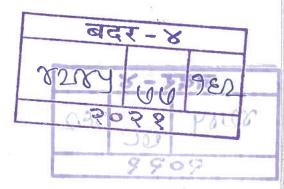




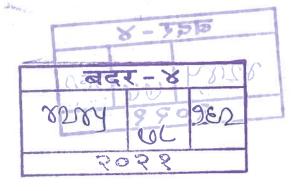
- That the structural design including provision of seismic/wind load & or calculations for the proposed work & for existing bldg. showing adequacy thereof to take up additional load will not be submitted before C.C. work
- That the appointment and acceptance of all consultants as per E.O.D.B shall not be submitted
- That the soil investigation will not be done and report thereof will not be submitted with structural design before requesting for C.C.
- 12 That extra water and sewerage charges will not be paid to A.E.W.W. (P/S) Ward before C.C.
- *13 That the adequate safeguard shall not be deployed by developer/ builder for preventing dispersal of particles in air as per Hon. S.C. order in dumping ground matter
- 14 That the plinth CC as per section 44/69(1)(a) of MR&TP Act 1966 shall not be obtained
- This Intimation of IOD is PROVISIONAL and up to plinth and issued on the basis of the Terms & condition contained in the registered undertaking cum Indemnity by the applicant dated 20/06/2018 submitted as additional by the Architect
- The necessary approvals / concessions shall not be obtained from Hon'ble M.C. before asking for further C.C.



Page 2 of 8 On 25-Oct-2018



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() That proper gutters and down pipes are not intended to be put to prevent water dropping 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 anytime before the day of but not so as to contrivance any of the provision of the said Act, as amended as 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.

Executive Engineer, Building Proposals, Zone, Wards.

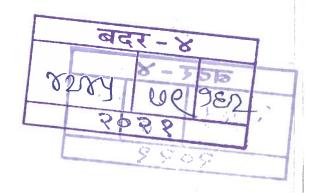
SPECIAL INSTRUCTIONS

- 1. THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.
- Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner 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 Byelaw, No. 8 of the Commissioner has fixed the following levels:-

"Every person who shall erect as new domestic building shall cause the same to be built so that every part of the plinth shall be-

- a) Not less than, 2 feet (60 cms.) above the center of the adjoining street at the nearest point at which the drain from such building can be connected with the sewer than existing or thereafter to be- laid in such street
- b) Not less than 2 feet (60 cms.) Above every portion of the ground within 5 feet (160 cms.)-of such building.
- c) Not less than 92 ft. ([!TownHall]) above Town Hall Datum.
- 4. Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion on occupation is detected by the Assessor and Collector's Department.
- 5. Your attention if 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 premises and to grant a permission before occupation and to leavy penalty for non-compliance under Section 471 if necessary.
- 6. Proposed date of commencement of work should be communicated as per requirements of Section 347 (1) (aa) of the Bombay Municipal Corporation Act.
- 7. One more copy of the block plan should be submitted for the Collector, Mumbai Suburbs District.
- 8. Necessary permission for Non-agricultural use of the land shall be obtained from the Collector Mumbai Suburban District

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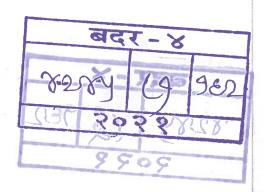


before the work is started. The Non-agricultural assessment shall be paid at the site that may be fixed by the Collector, under the Land Revenue Code and Rules there under.

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



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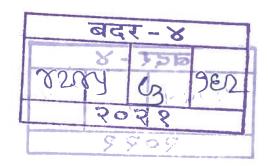
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NOTES

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 construction purpose, 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 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 a dimension.
- 11) The application for sewer street connections, if necessary, should be made simultaneously with a post-section commencement of the work as the Municipal Corporation will require time to consider alternative size to avoid the excavation of the road an footpath.

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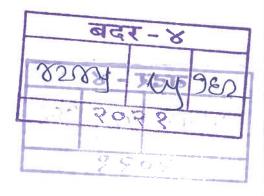




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- 12) All the terms and condition of the approved layout /sub-division under No. of should be adhered to and complied with.
- 13) No Building /Drainage Completion Certificate will be accepted non water connection granted (except for the construction purpose) 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 asphalting 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 12.5 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.
- 20) The Intimation of Disapproval is given exclusively for the purpose of enabling you to proceeds further with the arrangements of obtaining No Objection Certificate from the Housing Commissioner under Section 13 (h) (H) of the Rent Act and in the event f your proceeding with the work either without an intimation about commencing the work under Section 347(1) (aa) or your starting the work without removing the statistical 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 sanctioned will be revoked and the commencement certificate a granted under Section 45 of the Maharashtra Regional and Town Planning Act 1966, 12 of the Town Planning Act), will be with drawn.
- 21) If it is proposed to demolish the existing structures be negotiations with the tenant, 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 areas 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 constructions 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.

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- 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 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 head storage work above the finished level of the terrace shall not be less than 1.20 Mt. and not more than 1.80 mt.
- 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 nahanis 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 nut 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 made of wrought iron plates or hinges. The manholes of all cisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on highly serving the purpose of lock and the warning pipes of the rabbet pretested with screw or dome shape pieces (like a garden mari rose) with copper pipes with perfections each not exceeding 1.5 mm in diameter. The cistern shall be made easily, safely and permanently accessible be 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 as its lower ends in cement concrete blocks.

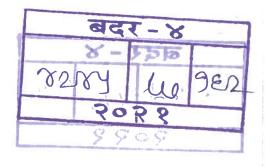
31) No broken bottles should be fixed over boundary walls. This prohibition refers only to be to the use of plane glass for coping over compound wall.

32) a Louvres should be provided as required by Bye0law No. 5 (b) b Lintels or Arches should be provided over Door and Windows opening c The drains should be laid as require under Section 234-1(a)

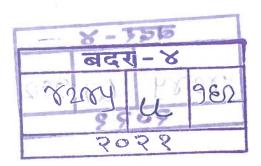
d The inspection chamber should be plastered inside and outside.

33) If the proposed additional is intended to be carried out on old foundations and structure your own risk.

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Executive Engineer, Building Proposals Zones wards.



Name : Sanjay Devidas Kaundanyapure Designation : Executive Engineer Organization : Municipal Corporation of Greater Mumbal

CE/1347/WS/AH

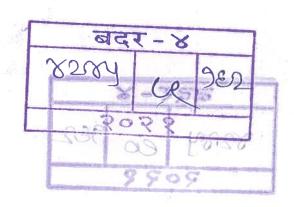
Copy To :- 1. Girish A. Bhagtani Orion,Nehru Road,Near Santacruz Station,Santacruz(E)-55

Asst. Commissioner H/W Ward.
 A.E.W.W. H/W Ward,
 Dy.A & C. Western Suburb I
 Chief Officer, M.B.R. & R. Board H/W Ward.
 Designated Officer, Asstt. Engg. (B. & F.) H/W Ward,

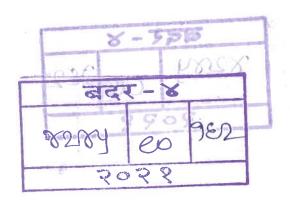
7. The Collector of Mumbai



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MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No CE/1347/WS/AH/FCC/3/Amend

COMMENCEMENT CERTIFICATE

Shri.Wayne C.D.lima,C.A.to Owner 11,virkar Apts, Asara Co-Op HSG.Soc.Ltd.

Sir.

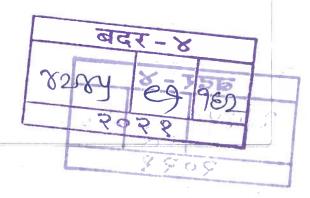
With reference to your application No. CE/1347/WS/AH/FCC/3/Amend Dated. 05 Jan 2019 101-DIST. Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no 337 (New) dated 05 Jan 2019 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. - C.T.S. No. C/550 Division // Village / Town Planning Scheme No. BANDRA-C situated at Jn.of perry Road and Alexious Road Road / Street in H/W Ward Ward.

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

- .. 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.
- 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.
 - 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.

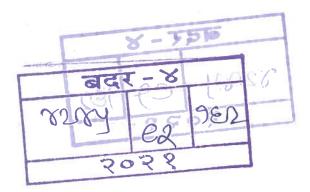
The Municipal Commissioner has appointed Shri. Asst. Engg H/West Ward Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 31/10/2019









Issue On: 01 Nov 2018

Valid Upto:

31 Oct 2019

Application Number:

CE/1347/WS/AHCC/1/Old

Remark:

C.C. upto plinth i.e. 0.15 mts. AGL as per Zero FSI IOD plan dated 25.10.2018.



Approved By E.E.B.P.HW

Executive Engineer

Issue On: 02 May 2019

Valid Upto:

01 May 2020

Application Number:

CE/1347/WS/AH/FCC/1/New

Remark:

FCC upto top of 5th floor + OHT.+ LMR. i.e. ht. (19.15 + 5.65 mt.) 24.80 mt. AGL as per amended plan dtd. 11-03-2019.

> Approved By AEBPH

ssistant Engineer (BP)

Issue On: 07 Oct 2019

Valid Upto.: ~06 Oct 2020

Application Number:

CE/1347/WS/AH/FCC/1/Amend

Remark:

Further C.C. upto top of 7th floor + OHT + LMR. i.e. ht. (24.95 + 5.65 mt.) 30.60 mt. AGL as per amended plan dtd. 20-09-2019.

Approved By

AE(B.P) H ward

Assistant Engineer (BP)

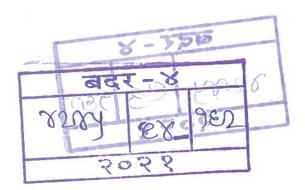
CE/1347/WS/AH/FCC/3/Amend

Page 2 of 4 On 03-Nov-2020









Issue On: 07 Jan 2020

Valid Upto:

06 Jan 2021

Application Number:

CE/1347/WS/AH/FCC/2/Amend

Remark:

Further C.C. upto top of 13th floor + LMR + OHT i.e. 46.65 mts AGL (except parapet wall above OHT) as per approved amended plans dtd. 24.10.2019.

Note:- 1] That Utmost care with all precautionary, preventive and safety measures shall be adopted while carrying out the work to avoid the mishaps and accident.

2] To carry out the work strictly under the supervision of Structural Engineer and L.S/Architect.

3) Approval is given on the basis of documents submitted by L.S./Architect. This further C.C. is without prejudice to legal matters pending in court of law if any.

Approved By AE(B.P) H ward

Assistant Engineer (BP)

Issue On: 03 Nov 2020

Valid Upto:

31 Oct 2021

Application Number:

CE/1347/WS/AH/FCC/3/Amend

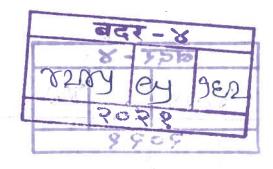
Remark:

The commencement permission is re endorsed up to 13 th floor and further extended up to top of 14th floor i.e. ht. 47.50 mtr. AGL as per last approved plans dtd. 16-03-2020.

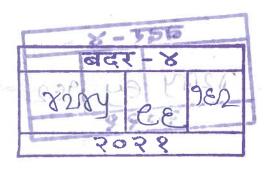


CE/1347/WS/AH/FCC/3/Amend

Page 3 of 4 On 03-Nov-2020









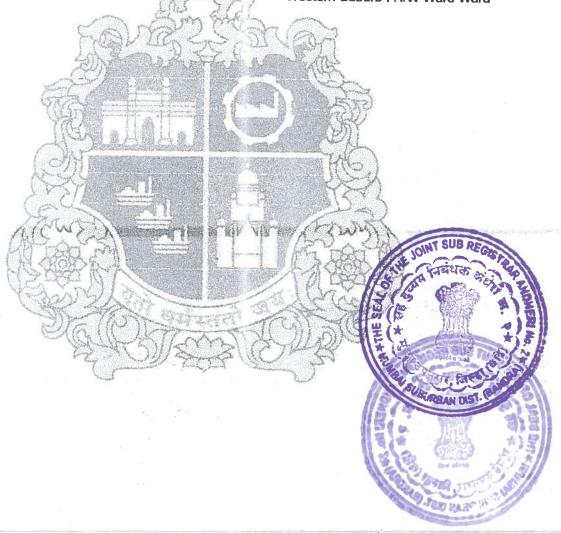
For and on behalf of Local Authority Municipal Corporation of Greater Mumbai

Cc to:

Architect.
 Collector Mumbai Suburban /Mumbai District.

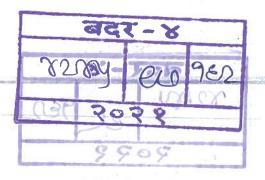
Assistant Engineer . Building Proposal

Western Suburb I H/W Ward Ward

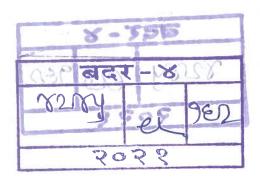


CE/1347/WS/AH/FCC/3/Amend

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Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number: P51800021350

Project: WHITE ROSEPlot Bearing / CTS / Survey / Final Plot No.: C/550 at Andheri, Andheri, Mumbai Suburban, 400050;

- 1. I R Developers having its registered office / principal place of business at *Tehsil: Andheri, District: Mumbai Suburban, Pin:* 400055.
- 2. This registration is granted subject to the following conditions, namely:-
 - The promoter shall enter into an agreement for sale with the allottees;
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the
 allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate
 (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates
 of Interest and Disclosures on Website) Rules, 2017;
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be
 maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose
 as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;

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

- The Registration shall be valid for a period commencing from 24/06/2019 and ending with 30/09/2022 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- That the promoter shall take all the pending approvals from the competent authorities

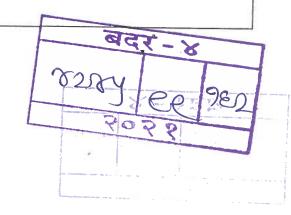
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.



Signature valid
Digitally Signed by
Dr. Vasant remanand Prabhu
(Secretary, MahaRERA)
Date:6/24/2019 1:16:35 PM

Dated: 24/06/2019 Place: Mumbai

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



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PRAVIN MEHTA AND MITH

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426/KP12019

TITLE REPORT

M/s. t. R. Developers, 201, 2nd Floor, Orion, Nohro Road, Santacruz (East), Mumbai 400 055.

Dear Sirs.





As instructed by you, we have investigated the title of an immoveable Property described in the Schedule hereunder written and we submit our report, inter alia, as under:

- 1 White Rose Co-operative Housing Society Ltd., a Society registered under the provisions of Maharashtra Co-operative Societies Act, 1960 under registration No.BOM/HSG/714 of 1964 ("the Society") is the Owner of all that piece and parcel of land or ground plot bearing N/A Survey No.249 (Part) C.T.S. No.C/550 situated in H/W-1544(2). Plot No.148 of Revenue Village Bandra (Danda) Taluka Andreri, District Mumbai Suburban, admeasuring 1133.8 sq.metres along with the building known as "White Rose Co-operative Housing Society Ltd" then standing thereon complising of 2 adjoining wings and consisting of ground and 3 upper floors ("the Building"), situate, lying and being at 4th Perry Road, Bandra, Mumbai 400 050 and more particularly described in the Schedule bereunder written (collectively referred to as "the said Property").
- 2. The Building was constructed in the year 1968 as per the sanctioned Plans. The Building comprised of 15 residential flats.
- 3. The Bullding was in a dilapidated condition and as such even with major repairs it could not be restored to habitable condition and therefore it had become dangerous for the members of the Society to use and occupy the flats therein.
- 4. On 2nd June 2011, in a Special General Body Meeting of the Society, members present unanimously resolved to redevelop the

2nd Floor, Rajabahadur Mansion, 28, Mumbai Samachar Marg, Fort, Mumbai - 400 02 T:+91 22 6140 2700, F:+91 22 6140 2727, E: legal@pmmandob.com

said Property by demolishing the Building and constructing Thereon a new Building.

5. On 10th May 2012. Public Nolice was issued in "The Free Press Journal" and "Times of India" inviting offers from the prospective 5thders / Developers for redevelopment of the said Property.

Artis Housing Development Pvt. Ltd., a Company incorporated under the provisions of Companies Act. 1956 and deemed to have been incorporated under the Companies Act. 2013 having its registered address at Links, 12th Floor, 14th Road. Khar Pali Road Corner. Khar (West), Mumbai 400 052 ("the Erstwhile Developers") submitted its Offer to the Society on 28th May 2012.

7. On 16th July 2012, in the Special General Body Meeting of Society all the members present save and except one of the members. Mr. Ratan Mukhi agreed and selected the Erstwhile Developers to redevelop the said Property. Mr. Ratan Mukhi and his wife, Mrs. Bhavisha Mukhi are holding two flats in the Building viz. Flat 10A and 9A respectively (collectively "The objecting Members").

8. 29th May 2013, by two separate Memorandum of Understanding executed individually by the objecting Members With the Erstwhile Developers ("the Escrow Agreements"), the terms conditions agreed between the parties were recorded.

9. The Society and the Erstwhile Developers executed the Development Agreement dated 11th July 2013 granting redevelopment rights by the Society in tayour of the Erstwhile Developers for the consideration and on the terms and conditions more particularly set out therein. The Development Agreement is registered with the Sub-Registrar of Assurances, under Serial No.BDR-1/131/2014.

10.9 In pursuance of the Development Agreement, Society also executed a Power of Attorney dated 3¹¹ January 2014 in favour of

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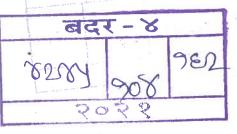
Mr. Wayne D'Lima and Rajkumar Lulla, the Directors of the Erstwhile Developers.

- Municipal Corporation of Greater Mumbai ("MCGM") by its Report dated 8th August 2014, approved concessions in respect of the new Building. The Erstwhile Developers submitted Plans to MCGM for obtaining sanction of the same in respect of the said Property. On 7th November 2014, MCGM sanctioned Plans and issued its IOD bearing Ref. No. CE/1347/WS/AH for construction of the new Building comprising of 11 floors on the said Property.
- Developers and the objecting Members which led to little Shapers by the objecting Members in the Hon'ble Bombay Hight Court being Suit No.451 of 2016 (Suit (L) No.1089 of 2015) against the Erst Developers and the Society, seeking specific performance of the Escrow Agreements and for other reliefs more particularly servour therein. The objecting Members also filed Notice of Mation 1445 No.3041 of 2015 in the said Suit.
- 13. The objecting Members and the Erstwhile Developers, amicably settled the matter. The objecting Members, the Society and the Erstwhile Developers executed Consent Terms dated 4" May 2016. The Hon'ble Bombay High Court took the Consent Terms on record and by its Orders dated 4th May 2016 and 5th May 2016 disposed off the Suit and the Notice of Motion in terms of the Consent Terms.
- 14. MCGM issued a notice dated 21st July, 2017 to the Society under Section 354 of the Mumbai Municipal Corporation Act instructing to immediately demolish the building as the building was in a dangerous condition and the same had become inhabitable, MCGM also issued a reminder notice dated 28th November, 2017 to the Society under Section 354 of the Mumbai Municipal Corporation Act.

also !

- 15. Various members of the Society vacated their premises at different times, the last being the objecting Members vacating their respective Premises in October, 2016.
- Since the Society did not demolish the building as required under the Notices issued by MCGM under Section 354 of Mumbai Municipal Corporation Act, MCGM, as per the powers conferred upon it under the Mumbai Municipal Corporation Act, demolished the building.
- The Erstwhile Developers paid premium charges to MCGM for availing of Fungible Hoor Space Index for the purpose of sanctioning the Plans of the new Building in its entirety upto 17th In or around October-November 2016, the Erstwhile Developers approached MCGM for amending the sanctioned Plans with a permission to construct further floors as per the concession Report approved by MCGM dated 8th August 2014. However, in view of the Order dated 4th September 2016 ("the Funnel Order") passed by the Hon'ble High Court in Writ Petition 2869 of 2015, restricting the height of Buildings within the vicinity at 4 lameters of the Airport., the MCGM did not sanction the ended Plans. The Erstwhile Developers could not proceed with construction as proposed. The same was informed by the while Davelopers to the Society and its members. There were Just meetings held between the members of the Society and the wnile Developers for mutually deciding on the scheme of the redevelopment of the said Property.
- 18. On 19th May 2017, The objecting Members approached the Bombay High Court in the said Suit No.451 of 2016 making grievance against the Erstwhite Developers for not complying the Orders dated 4th May 2016 and 5th May 2016, possed in terms of Consent Terms dated 4th May 2016. However, the Bombay High Court on 11th July 2017 informed the objecting Members that in breach of the Orders of the Hon'ble Court, the objecting Members had to approach the High Court with appropriate proceedings and







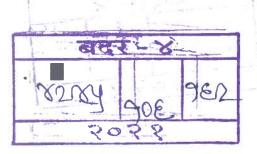
that the objecting Members cannot approach the Hanible Court to relie's in a asposed off Suit.

- The Essivitile Developers filed Notice of Motion No.1882 of 2017 in the said Suit No.451 of 2016 in the Bombay High Court for mealitying the Order dated 4th May 2016 and 5th May 2016.
- 30 By its letter dated 11th November 2017, Society through its Advecate addressed to the Erstwrille Developers and its Directors, terminated the said Development Agreement and revoked the said Power of Attorney. The letter was replied by the Advocates for the Erstwittle Developers by letter dated 16th December 2017.
- 2018 in the Bombay High Court, against the Society under Region 9 of the Arbitration and Conciliation Act. 1996 for the interim and conciliation Act. 1996 for the interim and conciliation act the Arbitration and Conciliation Act. 1996 for the interim and conciliation Act. 1996 for the interim and conciliation Act. 1996 for the interim and conciliation (L) No.80 of 2018 ander Section 11 of Arbitration and Conciliation Act. 1996.
- 22. By a common Order dated 8th March 2018, the Hon'ble Court in the said Notice of Motion No.1882 of 2017. Arbitration Petition No. 86 of 2018 and Arbitration Application (L) No.80 of 2018 moor earthe Consent Terms dated 4th May 2016, appointed Mr. Atul Dago, Advocate as the Sole Arbitrator for adjudicating the disputes between the Society and the Eistwhile Developers and recorded that the Petition filed under Section 9 shall be treated as Section 17 under Arbitration and Conciliation Act. 1996. The Arbitration Fetition, the Arbitration Application and Notice of Motion were disposed off.
- 23. The Society and the Erstwhile Developers amicably settled the matter. Consent Terms were approved by the Special General Body Meeting of the Society held on 2nd August 2018 by the members present save and except the objecting Members.

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- 24. The Erstwhile Developers and Society executed Consent Terms dated 23rd August 2018 and the same was taken an record by the Learned Sale Arbitrator, Mr. Alul Daga and Consent Award dated 24rd August 2018 was passed by the Learned Arbitrator in Terms of the Consent Terms.
- 25. The objecting Members, thereafter, filed a Contempt Petition No.13 of 2019 in the said Suit No.451 of 2016 against the Erstwhile Developers for breach of the Consent Terms dated 4th May 2016 and for other reliefs set out therein. The pleadings are complete. There are no adverse Orders passed against the Erstwhile Developers, The Contempt Petition is pending.
- 26. Under clause 60 of the said Development Agreement it was agreed that the Erstwhile Developers shall be entitled to carry on the redevelopment of the said Property through / in the name of its existing group Companies / sister concerns / firms, where the existing Portners of the Developers would have controlling interest.
- 27. The Erstwhile Developers therefore brought the development rights of the said Property in the hotchpotch of its sister concern. M/s. I. R. Developers ("the Developers"), as its capital contribution and it was therefore, accordingly agreed that the redevelopment at the said Property shall be undertaken by the Developers. The ame is declared and confirmed by the Erstwhile Developers in the Declaration dated 10th January, 2019 executed by It.
- 28. The Developers is a Partnership Firm comprising of Mr. Anana Bhagtani, Mr. Hitesh Bhagtani, Mr. Girish Bhagtani and the Erstwhile Developers. The terms and conditions governing the relationship between the Partners are recorded in a Partnership Deed dated 20m November, 2018 read with Supplementary Partnership Deed dated 20m January, 2019. The profit/loss sharing ratio of Mr. Anana Bhagtani, Mr. Hitesh Bhagtani, Mr. Girish Bhagtani and the Erstwhile Developers-is-19%:15%:15%:51% respectively.







29. The Erstwhile Developers therefore proposed to the Society for taking over the redevelopment of the said property by the sister concern of the Erstwhile Developers viz. M/s. I. R. Developers ("the Developers").

- / -

- 30. The appointment of the Developers was approved by the Society in its Special General Body Meeting held on 11th February 2019. However, the terms and conditions laid down in the resolution passed in the SGBM by the Society for accepting the Developers as the Developers of the Society were not acceptable to the Erstwhile Developers. The disputes were therefore once again mutually reterred to the Learned Sole Arbitrator, Mr. Atul Daga of the Society was approved by the Society for acceptable to the Erstwhile Developers.
- and the Erstwhile Developers. Pursuant to the Application hadder before the Learned Arbitrator, Developers and its Patiners and the Shareholders and Directors of the Erstwhile Developers will impleaded as party Respondents to the Arbitration. The draft Consent Terms to be executed between all the parties to the Arbitration were approved by the Society in its Special General Body Meeting held on 25th April, 2019.
 - 32: Consent Terms dated 26th April 2019 were executed between all the parties to the Arbitration, The Learned Sale Arbitrator, Mr. Atu Daga, passed the Consent Award dated 14th May 2019 in terms of the Consent Terms dated 26th April 2019. It is agreed under the Consent Terms dated 26th April 2019 that the Developers shall carry out the redevelopment of the said Property in accordance with the said Development Agreement read with the said Consent Award dated 24th August 2018, passed in terms of Consent Terms dated 24th August 2018 and the present Consent Terms i.e. Consent Terms dated 26th April 2019. The Erstwhile Developers put the Developers dated 26th April 2019. The Erstwhile Developers put the Developers in possession of the said Property on 26th April 2019.

- 33. The amended building Plans are sanctioned on 11th March 2019 and the Commencement Certificate dated 1th November. 2018 is issued initially for up to plinth level and the same is extended up to 5th Floor + OHT + LMR on 2nd May, 2019. The entire TDR as required has been loaded on the said Property and entire Fungible Premium is paid to the MCGM.
- 34. At present the plinth work of the new Bullding is completed and jurther work is in progress by the Developers.
- 35. In the Property Register Card, the Society's name has been mutated in respect of the said Property.
- Clerk, in the office of Sub-Registrar of Assurances for a period of 40 years and our Search Clerk has submitted his report dated 10th June. 2019. We have caused Public Notices to be published in Free Press Journal Navshakti and Janmabhoomi all dated 30th May 2019 inviting claims/objections from the Public at large and in pursuance of the said Public Notice, we have not received any objections/claims in respect of the said Property.

Subject to what is stated hereinabove, we state that you are stated to develop the soid property in accordance with the property on accordance with the property of the Development Agreement dated 11th July 2013 with the said Consent Award dated 24th August 2018, passed erms of Consent Terms dated 23th August 2018 and the Consent Award dated 14th May 2019 passed in terms of Consent Terms dated 26th April 2019 and are entitled to sell / deal with the Flats and the car parking spaces forming part of the sale component of the new Building in favour of third party Purchasers.

THE SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of land or ground plot bearing C.T.S.

**D.C/550 qi Revenue Village Bandra, Taluka Andheri, District



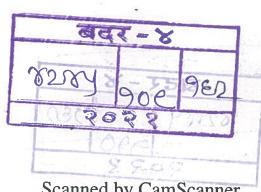
Mumbal Suburban, admeasuring 1433.8 sq. metres alongwith the building known as "White Rose Co-operative Housing Society Ltd". then standing thereon comprising of 2 adjoining wings and consisting of ground and 3 upper floors lying, being and situate at 4 $\,$ Petry Road, Bandra (West), Mumbai 400 050 in the Registration District of Mumbai Suburban.

Date this day of June, 2019.

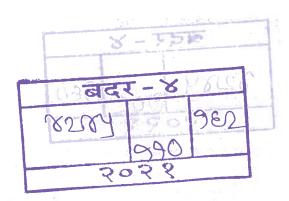
yours faithfully. FOR PRAVIN MEHTA AND MITH & CO.

Partner









PRAVIN MEHTA AND MITHI

ADVOCATES & SOLICITORS



PRAVIN H. MEHTA YUSUF H. MITHI SHARAD V. KALYANI KALPESH P. MEHTA

546/KPM/2019

FURTHER TITLE REPORT

M/s. I. R. Developers, 201, 2nd Floor, Orion, Nehru Road, Santacruz_{*}(East), Mumbai 400 055.

Dear Sirs,



- As instructed by you, we had investigated your redevelop an immoveable Property described in the Schedule hereunder written ("the said Property") and we had issued our Title Report dated 11th June 2019 bearing Ref. No.426/KP/2019 stating that you are entitled to develop the said Property in accordance with the provisions of the Development Agreement dated 11th July 2013 executed with White Rose Co-operative Housing Society Ltd. ("the Society") read with the Consent Award dated 24th August 2018, passed in terms of Consent Terms dated 23rd August 2018 and the Consent Award dated 14th May 2019 passed in terms of Consent Terms dated 26th April 2019 and you are entitled to sell / deal with the Flats and the car parking spaces forming part of the sale component of the new Building to be constructed on the said Property in favour of third party Purchasers.
- 2. Pursuant to the above, you have instructed us to investigate the title of the Society to the said Property and to issue our Further Title Report. We have accordingly investigated the Title of the Society and reverse as follows:-
- 3. By an Indenture of Conveyance dated 14th August 1964, executed between Adam Fazalbhoy Laljee therein referred to as the Vendor of One Part, Hiranand Kalumal Nasta therein referred to as the First Confirming Part

2nd Floor, Rajabahadur Mansion, 28, Mumbai Samachar Maro

Second Part, Mrs. Chandra N. Badlani therein referred to as the Second Confirming Party of the Third Part, Hiroo G. Badlani therein referred to as the Third Confirming Party of the Fourth Part and the Society therein referred to as the Purchaser of the Fifth Part, the Vendor therein have sold, transferred and conveyed the said Property together with a Bungalow, standing thereon and the First Confirming Party, the Second Confirming Party and the Third Confirming Party, have confirmed the same unto the Society for the consideration and on the terms and conditions more particularly set out therein. The said Indenture is registered with the Sub-Registrar of Assurances under Serial No.BOM/R/2452 of 1964.

The balance consideration amount payable by the Society to Mr. Hiranand Kanumal Nasta as agreed under the Indenture of Conveyance was paid by the Society to Mr. submand Kanumal Nasta and the receipt of the same was accur wledged by Mr. Hiranand Kanumal Nasta under Receipt dated 21st November 1964 executed by him and the same is registered with the Sub-Registrar of Assurances under 1964.

Building known as "White Rose".

6. In the Premises, the Society became absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Property together with the said Building standing thereon.

We have caused a search to be taken through our Search
Clerk in the office of Sub-Registrar of Assurances from the
year 1960 onwards and our Search Clerk has submitted his
Report dated 23rd July 2019. We have also caused Public
Notices to be published in Free Press Journal, Navshakti



and Janmabhoomi all dated 6th July 2019, inviting claims / objections from the public at large and in pursuance of the said Public Notices, we have not received any objections / claims in respect of the said Property.

8. Subject to what is stated hereinabove and further subject to what is stated in our Title Report dated 11th June 2019, in our opinion, the title of the Society to the said Property is clear and marketable.

9. This Title Report is to be read and construed together with our Title Report dated 11th June 2019.

THE SCHEDULE ABOVE REFERRED TO

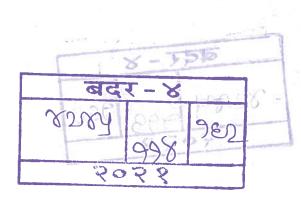
ALL THAT piece or parcel of land or ground plot bearing C.T.S. No.C/550 of Revenue Village Bandra, Viuka Andheri, District Mumbai Suburban, admeasuring 1133.8 in the alongwith the building known as "White Rose", then standing thereon comprising of 2 adjoining wings and consisting of ground and 3 upper floors lying, being and situate at 4 Perry Road, Bandra (West), Mumbai-400050 in the Registration District of Mumbai Suburban.

Dated this 30th day of July, 2019.

Yours faithfully,
For PRAVIN MENTA AND MITHI & CO.,

Partner





मालमत्ता पत्रक

विकाण/मौजे -- सी वॉर्ड

तालुका/न.भु.मा.का. -- न.भू.अ.बांद्रा

जिल्हा -- मुंबई उपनगर जिल्हे

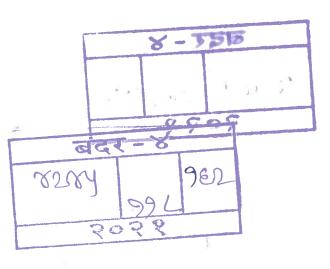
नमर[्]भुमापन क्रमॉॅंक / फा. प्लॉ. नं. शिट नंबर प्लाट नंबर

क्षेत्र चौ.मी. धारणाधिकार

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

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०/१०/१९५६	Mortgage for Rs.३५०००/ २२-६-५५	S.I S.R.४०३७	(E) Fatmabai W/oDaWoodbhai ?)Esmile Abdul Karim Panyoo 3)Yusufali Cassim Chinwalla x)DaWoodbai Gulam Husain	सही - C.T.S.O.
/lon/on 5	attachment order	_	Esmile Trustees of the Dawoodbhay Fazalbhay (Muslim) Educational Trust	
८/११/१९५६	as per Collector NO. REVESRIV-१३ dt.२४-१०-५६			सही - C.T.S.O.
५/१०/१९५८	N.A.Asstt.order as per collector No.LND-৬३५२ dt.१০-१০-५८	-	And a second section of the se	सही - C.T.S.O.
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,४/०५/१९६९	भा.स.च्या.१९५६ च्या वजन मापाचे कायद्यालगत म.रा. १९५८ अंमलबजावणी कायद्यानुसार व भा.स.च्या नाणे	स.च्या संबंधी		9399\0/8989
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मालमत्ता पत्रक

विकाग/मौजे -- सी वॉर्ड

तालुका/न.भु.मा.का. -- न.भू.अ.बांद्रा

जिल्हा -- मुंबई उपनगर जिल्हे

नमर¹भुमापन शि क्रमेंकि / फा. प्लॉ. नं.

शिट नंबर प्लाट नंबर

क्षेत्र चौ.मी. धारणाधिकार

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

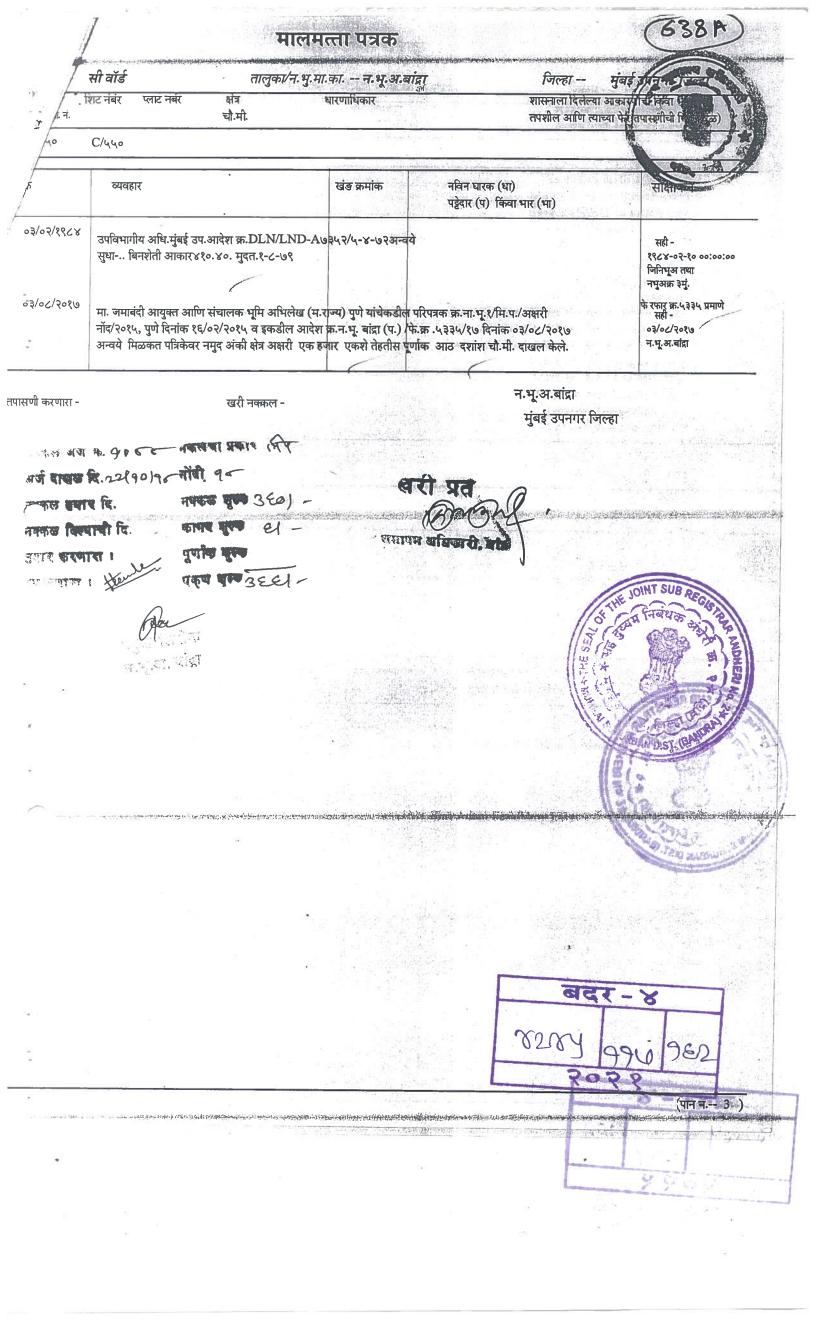
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३०/१०/१९५६	Mortgage for Rs.३५०००/ २२-६-५५	S.I S.R.Yo36	(E) Fatmabai W/oDaWoodbhai R)Esmile Abdul Karim Panyoo R)Yusufali Cassim Chinwalla R)DaWoodbai Gulam Husain	सही - C.T.S.O.
०८/११/१९५६	attachment order as per Collector NO. REVESRIV-१३ dt.२४-१०-५६	<u>.</u>	Esmile Trustees of the Dawoodbhay Fazalbhay (Muslim) Educational Trust	सही - C.T.S.O.
१५/१०/१९५८	N.A.Asstt.order as per collector No.LND-৬३५२ dt.१০-१০-५८	-	- -	सही - C.T.S.O.
३०/१२/१९५८	N.A. asst.Order as per Collector LND ৬३५२ dt.१০-१२-५८			सही - C.T.S.O.
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२४/०६/१९६०	Attachament Order dt.२९-१०-५६ requried Lnd	l Collector NO	REV.SR.IV-१३१	्रहरी - C.T.S.O.
११/११/१९६०	N.A.A. entered as per DDC's NO LND- เจ๋ง	२ dated ४-११-६०	The same	HILLS CO.
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१४/०५/१९६९	भा.स.च्या.१९५६ च्या वजन मापाचे कायद्यालगत म.रा.स.च १९५८ अंमलबजावणी कायद्यानुसार व भा.स.च्या नाणे संबं कायद्यानुसार क्षेत्र आकाराचे रुपांतर केले.	या	e le traparente en entrain hann man en entrate manage de la frança de la frança de la frança de la frança de l	30/10/2989
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मालमत्ता पत्रक सी वॉर्ड तालुका/न भु.मा.का -- न भू.अ बांद्रा जिल्हा --मुंबई उपनगर जिल्हा शिट नंबंर प्लाट नबंर धारणाधिकार व्यवस्था शासनाला दिलेल्या आकारणीचा किंवा भाङ्याचाः क्रभुंक / फॉ. प्लॉ. नं. चौ.मी. तपशील आणि त्याच्या फेर तपासणीची नियत बेळ) C/440 C/440 ·sqr.yds. C [Rs.२५३.०५ up to ३१-७-५९] [१९९८] [Astt.२०३.३७ १-८-५७t०३१-७-५९] - ६४२ [२०३.४० NP१-८-६० to ३१-७-६१] [N.A.A.] [१३५६] [Rs.N.P. Dates] चौ.मि. [१)३२.५० १-८-४७ to ३१-७-४९] ११३३.८ [२)४८.७५ १-८-४९ to ३१-७-५०] [३)६५.०० १-८-५१ to ३१-७-५३] [8)८१.२५ १-८-५३ to ३१-७-५४] [५)५७.०० १-८-५४ to ३१-७-५५] [६)६८.०० १-८-५५ to ३१-७-५७] [6)66.60 8-6-40 to 38-6-48] [८) ९१.२० १-८-49 to ३१-७-६१] [९)१०२.६० १-८-६१ to ३१-७-६३] [२०५.२० १-८-७१ पासून.] रू.४१०.४० ता.१-८-७९ पासून. सुविधाधिकार हक्काचा मुळ धारक [Dinshaw Ardesher Lilawwala.] वर्ष १९४८ पट्टेदार इतर भार OUNT SUB RECO

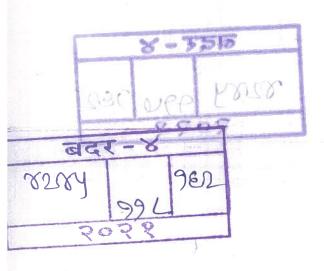
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૮/૦ ९ /१९५५	Shri Adam Fezal A. Lalgi is Prohibited & restraigd from transfaring & changing rightes till & intersted with property as per Collector No REVESRN १३१ dt. २६-१-५५	-		सही - C.T.S.O.
/૦५/१९५६	Bombay Muncipalti has area ३३०.९० sqr. yds.set back of Farry road & acquird vis area ३११.S-yds for foot traffic Total area	- Usani		सही -

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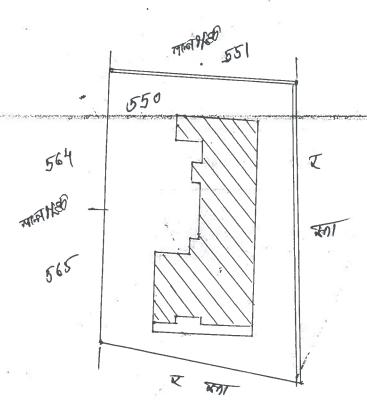




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भार प्राप्त त्या प्राप्त कराव कर्म कर्माक अपेट प्राप्त कराव आहेत कर्मक अरेट प्राप्त कराव कर्मक अरेट प्राप्त कराव आहेत कर्मक अरेट प्राप्त कराव कर्मक कराया कराया स्थाप







ग्रिप्सार्थ मूसापक के ⁽¹⁾ रा मुंबई उपनगर जिल्ह

क्ला प्राप्त के १००० नकल्या प्रणा-क्ला पासल दि. २२१७१५ नियं के पुरुष पूर्व क्लाल दिलाकी है क्लाक पुरुष पूर्व क्लाल दिलाकी है क्लाक पुरुष पूर्व क्लाल दिलाकी है क्लाक पुरुष पूर्व क्लाल क्लाका । क्लाक पुरुष पूरुष

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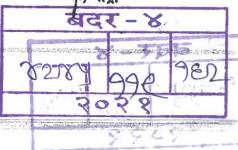
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१) सदरची नवकल हुन नार पूजन करिन कार्यस्था आसेका/पुनविलोकन आसेका कार्यक करिन कार्यकार

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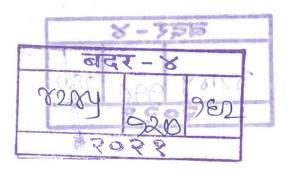
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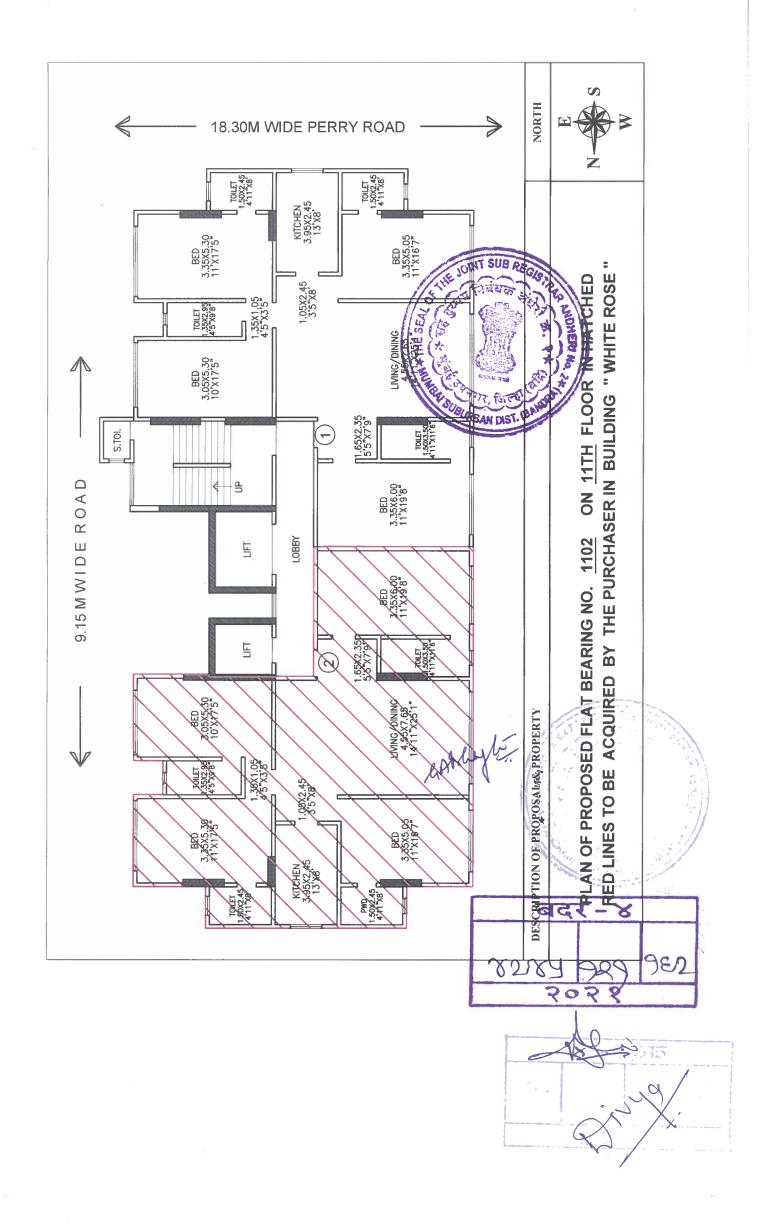
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MUNICIPAL CORPORATION OF GREATER MUMBAI

Amended Plan Approval Letter

File No. CE/1347/WS/AH/337/5/Amend dated 26.02.2021

To,

Girish A Bhagtani

Orion,Nehru Road,Near Santacruz

Station,Santacruz(E)-55 101,Ananad

Apt.8th Road .Khar(W)

,

CC (Owner),

ARTH HOUSING DEVELOPMENT

PVT. LTD.

1ST Floor, Virkar Apartment, Asara Co-op. Hsg. Society LTd., 17th Road

Khar (West), Mumbai

Subject:

Proposed bldg. on Plot bearing CTS No. C/550 at Jn.of perry Road and Alexious Road, of Vill. Bandra, Bandra (W),

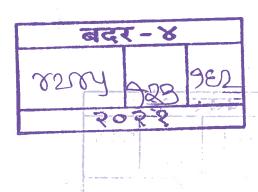
Mumbai..

Reference: Online submission of plans dated 10.02.2021

Dear Applicant/ Owner/ Developer,

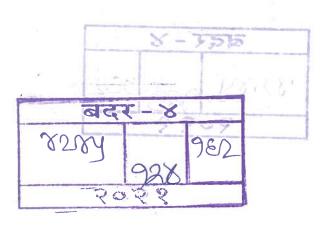
There is no objection to your carrying out the work as per amended plans submitted by you online under reference for which competent authority has accorded sanction, subject to the following conditions.

- 1) That all the conditions of I.O.D. under even No. dated 25-10-2018 and subsequent amended plan approved letters shall be complied with.
- 2) That the revised structural design / calculations / details / drawings shall be submitted before extending C.C.
- 3) That every part of the building constructed and more particularly overhead water tank will be provided with proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder.
- 4) That the owner/developer shall hand over the possession to the prospective buyers before obtaining occupation permission.
- 5) That the Janata Insurance Policy with the name of site under reference shall be submitted.
- 6) That payment towards following shall be made before asking for C.C.a) Additional Development Charges. b) Extra Water / Sewerage charges at A.E.W.W. 'H/West Ward Office. c) Labour welfare Cess. d) Open space deficiency
- 7) That the C.C. shall be got endorsed as per the amended plan
- 8) That the work shall be carried out strictly as per approved plan.
- 9) That the work shall be carried out between 6.00 am to 10.00 pm only
- 10) That the Labour Welfare Tax 1% of construction cost as per ready reckoner shall be paid.
- 11) That "All Dues Clearance Certificate" related to H.E.'s dept. from the concerned A.E.W.W. [H/West Ward] shall be submitted before applying for C.C.
- 12) That all condition and direction specified in the order of Hon'ble Supreme Court dated 15.3.2018 in dumping ground case shall be complied with.
- 13) That adequate safeguards shall be employed in consultation with SWM Dept. of MCGM for preventing dispersal of particles through air and the construction debris generated shall be deposited in specific sites inspected and approved by MCGM.
- 14) That the debris shall be managed in accordance with the provisions of construction and demolition waste Management Rules 2016.
- 15) That the all requisite fees, premiums, development charges deposits shall be paid before endorsement of C.C.
- 16) That the project proponent will comply with the upcoming conditions of DCPR 2034 and an undertaking to that effect shall be submitted.
- 17) That the project proponent shall indemnify MCGM and its staff against any litigation, disputes, RERA compliances etc. regarding the instalment payment facility availed by them.











Name: Vijay Shankarrao Tawde Designation: Executive Engineer Organization: Municipal Corporation of Greater Mumbai Date: 26-Feb-2021 14: 51:02

For and on behalf of Local Authority

Municipal Corporation of Greater Mumbai

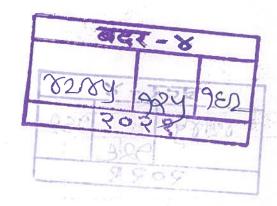
Executive Engineer . Building Proposal

Western Suburb I

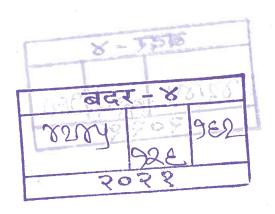
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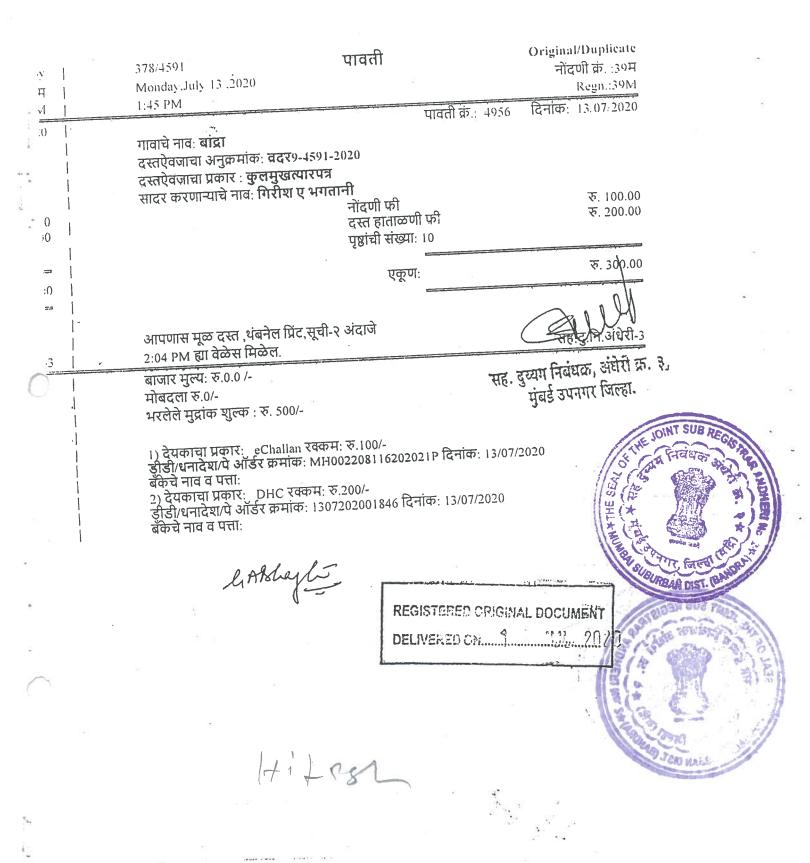
- 1) Assistant Commissioner, H/W Ward
- 2) A.E.W.W., H/W Ward
- 3) D.O. H/W Ward
 - Forwarded for information please.

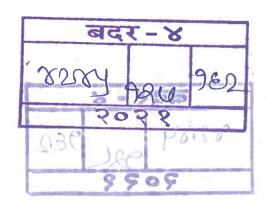




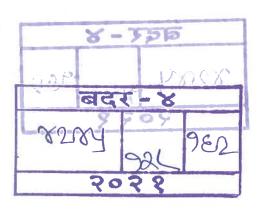














Receipt of Document Handling Charges

PRN

Deface No

1307202001846

Receipt Date

Deface Date

13/07/2020

Received from girish a bhagtani, Mobile number 9820060460, an amount of Rs.200/-, towards Document Handling Charges for the Document to be registered on Document No. 4591 dated 13/07/2020 at the Sub Registrar office Joint S.R. Andheri 3 of the District Mumbai Sub-urban District.

Payment Details

Payment Date 12/07/2020

DEFACED

₹ 200 DEFACED

13/07/20

 Bank Name
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 Payment Date
 13/07/2020

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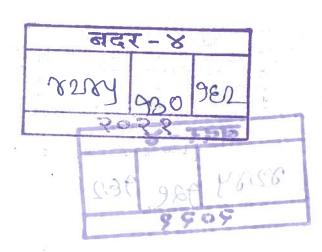
This is computer generated receipt, hence no signature is required.

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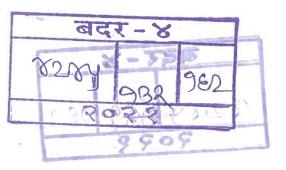


CHALLAN MTR Form Number-6



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POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, I GIRISH A BHAGTANI residing at 1001/1101, Grandeur, G Rajkumar Apartments CHS Ltd, 17th Road, Santacruz (west), Mumbai 400 054, SEND GREETINGS:

WHEREAS I carry on business in my individual capacity, in the capacity as partner of various firms, in the capacity as member of association of persons, in the capacity of director of various Private Limited Companies, Limited Companies, Limited Liability Partnership, all these firms, Companies, Associations of persons and are engaged in carrying out business of development and construction activities.

AND WHEREAS as part of my activities it is necessary for me from time to time to sign various documents including Undertakings, Deeds, Agreements i.e., Agreement for Sale, Sale Deed, Deed of Apartment, Deed of Transfer, Development Agreements, Supplemental Agreements, Conveyances, Deed of Rectification, Deed of Modification, Declarations. Power of attorney and various other documents and writings and to present the same for registration, to admit execution of the same before the Office of her Sub-Registrar of Assurances and/or any other registering authorities and bodies in India by

attending their office.

TORY ...2/- 9ED

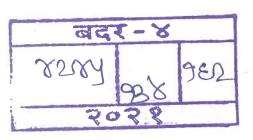
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WHEREAS Iam unable to attend all such offices at all times for the aforesaid purposes.

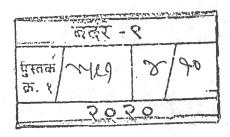
AND WHEREAS Iam desirous of appointing an attorney to act for me to attend such offices and to admit execution of such various documents including Undertakings, Deeds, Agreements i.e., Agreement for Sale, Sale Deed, Deed of Apartment, Deed of Transfer, Development Agreements, Supplemental Agreements, Conveyances, Deed of Rectification, Deed of Modification, Declarations, Power of attorney and any other documents and writings and to do the needful for the aforesaid purposes.

NOW KNOW YE ALL AND THESE PRESENTS WITNESSETH that I do hereby nominate constitute and appoint MR HITESH A BHAGTANI, aged ___ residing at 1001/1101, Grandeur, G.Rajkumar Apartments CHS Ltd, 17th Road, Santacruz (west), Mumbai 400 054.,AND MR BHAGWAN NANDWANI aged 59 residing at A/10, Hiramani Society, Dadabhai Cross Road No 2, Andheri (west), Mumbai 400 058, to either jointly or severally to be my true and lawful attorney for the purpose hereinafter expressed that is to say:-

1. To attend the office of the Sub-Registrar of Assortances and on the registering authorities and bodies in India as may be necessary to present the various documents, Agreements i.e., Agreement for Sale, Development Agreements. Supplemental Agreements, Sale Deed, Deed of Apartment, Deed of Transfer, Deed of Rectification, Deed of Modification, Conveyances, Power of Aftorney, indental agreements, receipts, releases, declarations and other papers and writings of the half and to admit execution thereof on our behalf and do all other acts deeds matters and things in relation thereto.

2. And to do any other act, deed or things that may be necessary to complete the registration of the same and for rectification of the entries in the government of the same and for rectification of the entries in the government of the same and for rectification of the entries in the government of the same and for rectification of the entries in the government of the same and for rectification of the entries in the government of the same and for rectification of the entries in the government of the same and same





- 3. And when it has been duly registered and returned to them to give proper receipt and discharge for the same.
- 4. GENERALLY TO DO AND PERFORM all act, deed, matters and things necessary and convenient for all or any of the purpose aforesaid and for giving full effect to the authorities herein above contained as fully and effectually as I would in or person do.
- 5. This Power of Attorney shall be valid for a period of three years from the date of execution of these presents.





गिरीश आनाद भगतानी HIRIE आग्न माराम Girish Anand Bhagtani जन नारीज/DOB: 24/06/1979 gera MALE Mobile No: 9821092114



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कारमनेव्यक्तिमध्ये सहयान प्राधिकरण ON THE REST OF THE PROPERTY OF

HAMILIAN NATURAL









हितेश आनंद भगतानी Hitesh Anand Bhagtani चन्य तार्वीख/DOB: 04/02/1977 GAR MALE

Mobile No: 9821013099



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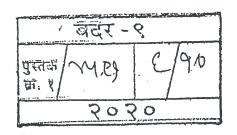
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ग्रान्डेजर, 17 रोड, सांत्राकुझ बेस्ट, राजेश
शान्त्र वार्यक, पुंबई, मुंबई उपनगर,
शान्त्र वार्यक, पुंबई, मुंबई उपनगर,
भक्तराष्ट्र - 400054



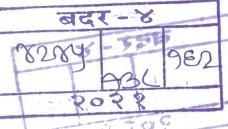
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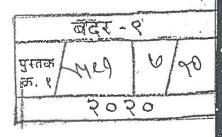














पत्ता S/O: चौड्रथराम नदवानी, Unique leeniiicallon Aviladily-of India

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महाराष्ट्र, 400058

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COMERNIMENT OF INDICE



आसिफ शब्बीर खान Asif Shabbir Khan जन्म तारीख/DOB: 06/07/1992 पुरुष/ MALE



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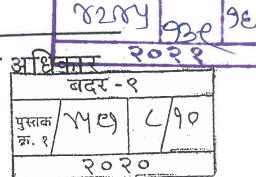
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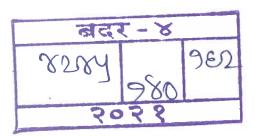
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आधार-सामान्य माणसाचा अधिकार









378/4591 सोमवार,13 जुलै 2020 1:45 म.नं. दस्त गोषवारा भाग-1

वदर9

दस्त क्रमांक: 4591/2020

दस्त क्रमांक: वदर७ /4591/2020

बाजार मुल्यः रु. 00/-

मोबदला: रु. 00/-

भरलेले मुद्रांक शुल्क: रु.500/-

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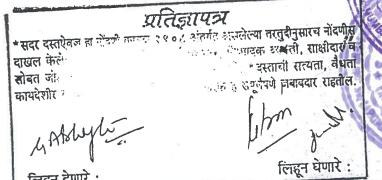
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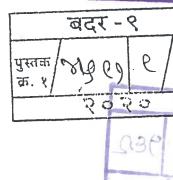
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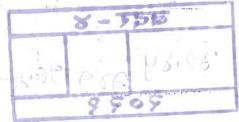
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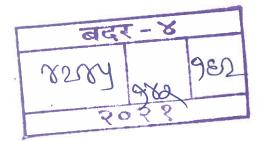


बदर - ४ 98









दस्त गोषवारा भाग-2 वदरं9 दस्त क्रमांक:4591/2020 13/07/2020 1 53:57 PM दरत क्रमांक :वदर9/4591/2020 दस्ताचा प्रकार :-कुलमुखत्यारपत्र छायाचित्र अंगठधाचा ठसा पक्षकाराचा प्रकार पक्षकाराचे नाव व पत्ता पॉवर ऑफ़ अटॉर्नी नाव:हितेश ए भगतानी 1 पत्ताः प्लॉट नं: 1201, माळा नं: -, इमारतीचे नाव: ग्रंडेउर, जी राजकुमार अपार्टमेंट को ओपी हाऊ सौ ली,, ब्लॉक नं: 17 रोड , रोड नं: शांताकुज वेंस्ट मुंबई , महाराष्ट्र, MUMBAI. होल्डर वय :-43 स्वक्षरी: पॅन नंबर: ATA CPB 7558 G पॉर्वर ऑफ़ अटॉर्नी नाव:भगवान नंदवाणी पत्ताःप्लॉट नं: ए/10, माळा नं: -, इमारतीचे नावः हीरामणि होल्डर सोसायटी, ब्लॉक नं: दादाभाई क्रॉस रोड नं 2, रोड नं: अंधेरी पश्चिम वय :-्61 मुंबई, महाराष्ट्र, MUMBAI. पन नंबर: स्वाक्षरी:-जाव:।गराश ए भगताना पूजा:1201, -, ग्रंडेउर, जी राजकुमार अपार्टमेंट को ओपी हाऊ सौ वय :-41 ही, 17 रोड , सांताकुज़ पश्चिम मुंबई , शांताकूज सेंट्रल, स्वाक्षरी:-MAHARASHTRA, MUMBAI, Non-Government. पेंन नंबर:AEBPB0126R नरील दस्तऐवज करून देणार तथाकथीत कुलमुखत्यारपत्र चा दस्त ऐवज करून दिल्याचे कबुल करतात. शिवका क्र.3 ची वेळ:13 / 07 / 2020 01 : 50 : 12 PM खालील इसम असे निवेदीत करतात की ते दस्तऐवज करुन देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात अनु क्र. पक्षकाराचे नाव व पत्ता नाव:सुनील नागपाल वय: 54 पत्ता:501 खार शीतल खार वॅस्ट मुंबई पिन कोड:400052 नाव:आसिफ़ खान वय:24 पत्ता:501 खार शीतल खार वेंस्ट मुंबई पिन कोड:400052 शिवका क्र.4 ची कैछ:13 / 07 / 2020 01 : 51 : 32 PM पुंस्तक / 07 / 2020 01 : 53 : 39 PM नोंदणी पुस्तक 4 मध्ये क्र. १ जियाक अंधेरी क्र. ३. nt Details Deface Used Deface Number GRN/Licence Purchaser Туре Verification no/Vendor Date sr. GIRISH A 500.00 MH002208116202021P 10000502020071300314 eChallan BHAGTANI 0000954504202021 GIRISH A 100 MH002208116202021P eChallan BHAGTANI 200 1307202001846 DHC [SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges] Know Your Rights as Registrants प्रमाणित

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सह डुय्यम निबंधक, अंधेरी क्र. ३. मुंबई उपनगर जिल्हा

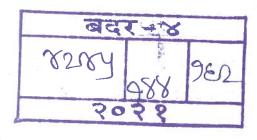
व्यद्र - ९/ १ -२० २-० पुस्तक क्रमांक १ क्रिंगिक - सर नांदला दिनांक :

सह. र्चुर्ध्यम निबंधक, अंधेरी क्र.३, मुंबई उपनगर जिल्हा.

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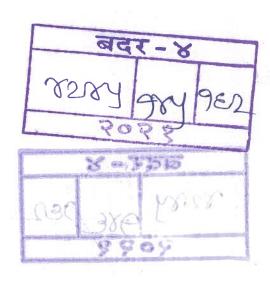






घोषणापत्र

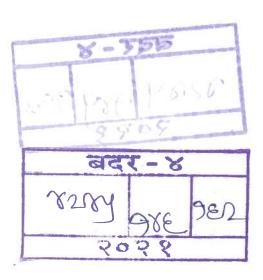
मी अशियान नैद्वाक्षी याद्वारे घोषित
करतो की, दुय्यम निबंधक धिरी-2यांचे कार्यालयात अश्वीरनाका या
शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. जिथिका अन्ति किंगता की
व इ. यांना दि. <u>93 हिल्</u> रोजी मला दिलेल्या
कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे / निष्पादित करून
कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहुन देणार यांनी कुलमुखत्यारपत्र रद्द केलेले
नाही किंवा कुलमुखत्यारपत्र लिहुन देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य
कोणत्याही कारणांमुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सदरचे कुलमुखत्यापत्र पूर्णपणे
वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून
आल्यास, नोंदणी अधिनियम, 1908 चे कलम 82 अन्वये शिक्षेस मी पात्र राहीन याची मल्य जाणीत्र
आहे.
दिनांक : <u>१७ / ० ४ / २० २७ .</u>



कुलमुखत्यारपत्रधारकाचे नाव व सही Commenter Fortists

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आयकर विमाग INCOME TAX DEPARTMENT



भारत सरकार GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड Permanent Account Number Card

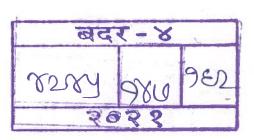
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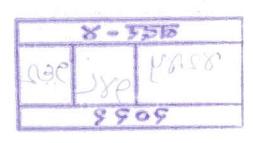
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निगमन/गठन की ताये। Date Of Incorporation/Formulan 01/07/2018

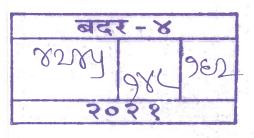












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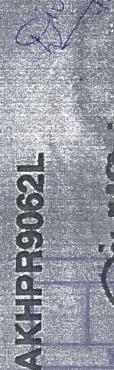
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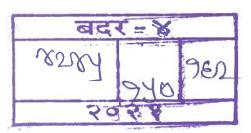














भारत सरकार Unique Identification Authority of India Government of India

नोंदविण्याचा क्रमांक / Enrollment No 2085/28019/58035

To. दिव्या महेश स्मानी Divya Mahesh Rughani A-1801, Golden Willows Swapn Nagri Near N E S School Mulund west Mumbai # Mulund West Mumbai Mumbai

Ref: 562 / 13N / 99235 / 99247 / P

Mahareshtra 400080

9987436679



SA060112741FT



आपला आधार क्रमांक / Your Aadha

9976 5496 617

माझे आधार, माझी





भारत सरकार

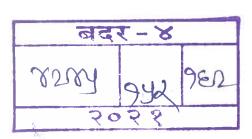
Government of India



दिट्या महेरा सगामी Divya Mahesh Rughani जन्म तारीख / DOB : 22/05/1969 刊 / Female







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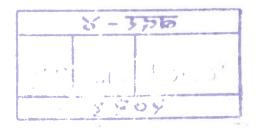


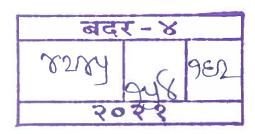
PARAGRAND MULCH

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शारतीय विशिष्ट पहाना प्राधिकरण

ATTAL ETAIT Unique Identification Authority of India Government of India

नामांकन क्रम / Enrollment No.: 1088/16676/01352

To

中民和 东田市

Mahesh Rughani

S70: Tarachand Rughani

A/1801 Golden Willows Swapna Nagri
Near N.E.S. School Mulund West

Mumbai

Mulund West

Mumbai Mumbai

Maharashua Mumbai

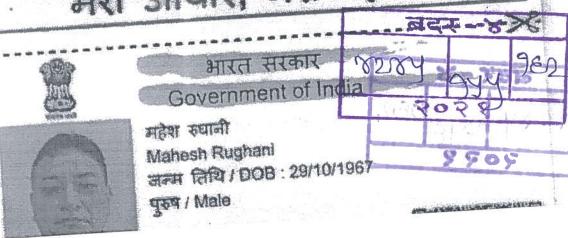
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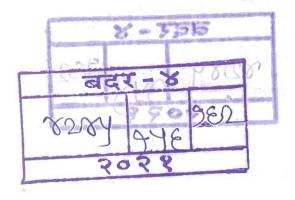
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7962 4863 2047

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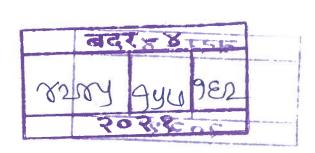






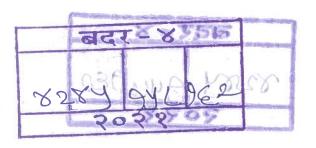








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Address:

S/O: Sudhir Pawar, C.E.N.861 gaondevi, datta mandir road, jay maharashtra chawl no.7

near mosambi tabela, vakola,

Mumbai, Mumbai,

Maharashtra - 400055

help@uidal.gov.in

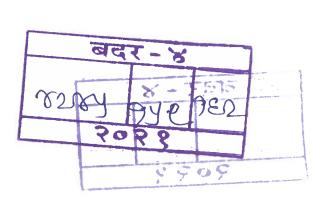
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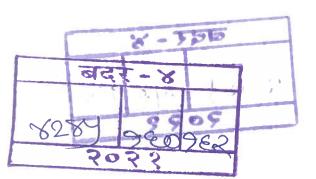
PO Box No. 1947. Bengaluru-560 001



माझे आधार, माझी ओळख







323/4245

बुधवार,28 एप्रिल 2021 1:17 म.नं.

दस्त गोषवारा भाग-1

वदर4

दस्त क्रमांक: 4245/2021

दस्त क्रमांक: वदर्4 /4245/2021

बाजार मुल्य: रु. 7,94,32,334/-

मोबदला: रु. 8,27,50,000/-

भरलेले मुद्रांक शुल्क: रु.16,55,000/-

दु. नि. सह. दु. नि. वदर4 यांचे कार्यालयात

अ. क्रं. 4245 वर दि.28-04-2021

रोजी 1:11 म.नं. वा. हजर केला.

पावती:4758

पावती दिनांक: 28/04/2021

सादरकरणाराचे नाव: दिव्या एम रुघानी

नोंदणी फी

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दस्त हाताळणी फी

रु. 3240.00

पृष्टांची संख्या: 162

एक्ण: 33240.00



दस्ताचा प्रकार: करारनामा

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

शिक्का क्रं. 1 28 / 04 / 2021 01 : 11 : 20 PM ची वेळ: (सादरीकरण)

शिक्का कं. 2 28 / 04 / 2021 01 : 14 : 50 PM ची वेळ: (फी)

प्रतिज्ञापत्र

सदर दस्तऐवज हा नींदणी कायदा १९०८ अंतर्पत असलेल्या तरतुदीनुसार नोंदणीस दाखल केलेला आहे. दस्ताताल संपूर्ण मनकूर निष्पादक व्यक्ती, साक्षीदार व सोवत जीवरितवा कामदर्शनी सरवता तपासली आहे. दस्ताची सत्यता, वैधता कायदेशीर जाबीसाठी दस्त निष्पादक व कबुलीबारक है संपूर्णपणे जबाबदार राहतील.

दस्त गोषवारा भाग-2

वदर4 दस्त क्रमांक:4245/2021

छायाचित्र

28/04/2021 1 22:13 PM

दस्त क्रमांक :वदर4/4245/2021 दस्ताचा प्रकार :-करारनामा

पक्षकाराचे नाव व पना अनुक्र.

नाव:आय आर डेव्हलपर्स चे भागीदार गिरीश भगनानी तर्फे कबुलीजवाबा करीता कु मु म्हणून भगवान नंदवाणी पत्ता:प्लॉट नं: ऑफिस नं. 201 , माळा नं: 2 रा मजला , इमारतीचे नाव: ओरियन, व्यॉक नं: सांताक्रझ पुर्व, मुंबई, रोड नं: नेहरू रोड , महाराष्ट्र, MUMBAI.

पॅन नंबर:AAHFI3968C

नाव:दिव्या एम रुघानी पत्ता:ए -1801, -, गोल्डन विलोज , मुलुंड पश्चिम,मुंबई , स्वप्न नगरी, वय :-51 एन.इ.एस.स्कुलच्या जवळ, मुलुंड ड़ीड़ी रोड, MAHARASHTRA, MUMBAI, Non-Government. पॅन नंबर:AKHPR9062L

नाव:महेश टी रुघानी पत्ता:ए-1801, -, गोल्डन विलोज, मुलुंड पश्चिम,मुंबई, स्वप्न नगरी, एन.इ.एस.स्कुलच्या जवळ, मुलुंड हु रोड , MAHARASHTRA, MUMBAI, Non-Government. पॅन नंबर:AKHPR9063M

पक्षकाराचा प्रकार

लिहून देणार वय:-62 स्वाक्षरी:-

लिहून घेणार

वय :-53

स्वाक्षरी:-

स्वाक्षरी;

लिहून घेणार

अंगठ्याचा ठसा







वरील दस्तऐवज करुन देणार तथाकथीत करारनामा चा दस्त ऐवज करुन दिल्याचे कबुल करतात. शिक्का क्र.3 ची वेळ:28 / 04 / 2021 01 : 18 : 32 PM

खालील इसम असे निवेदीन करतात की ते दस्तऐवज करुन देणा-यानां व्यक्ती<mark>शः ओळखतात, व त्यांची ओळख</mark> पटवितात

अनुक्र. पक्षकाराचे नाव व पत्ता

नाव:कोमेश पी रोहिरा पत्ता:ए/9,क्रिसेंट मोसायटी,पाली हील रोड,खार पश्चिम,मुंबई पिन कोड:400052

नाव:ओमकार सुधीर पवार पत्ता:जय महाराष्ट्र चाळ नं 7, सी ई एन 861, गांवदेवी वाकोला, सांताकुझ पूर्व मुंबई

पिन कोड:400055

छायाचित्र

अंगठ्याचा ठसा







शिक्का क्र.4 ची वेळ: 28 / 04 / 2021 01: 19: 35 PM

मह दुय्यम निवधक, अंधेरी-2

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सह क्याम निबंधक, अंबेरी क.-२, भूबई पुराशीह जिल्हा Used Deface Verification no/Vendor GRN/Licence Amount Deface Number Purchaser Date At DIVYA M eChallan 03006172020123101234 MH009498345202021M 1655000.00 SD 0000401442202122 28/04/2021 **RUGHANI** RF 1240 2704202101043D 28/04/2021 DHC 2704202101043 2704202101014D 28/04/2021 3 DHC 2704202101014 DIVYA M MH009498345202021M 30000 RF 0000401442202122 28/04/2021 eChallan **RUGHANI**

ee] [DHC: Document Handling Charges] [SD:Stamp Duty

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4245 /2021

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28/04/2021

सची क्र.2

दुय्यम निबंधक : सह दु.नि. अंधेरी 2

दस्त क्रमांक : 4245/2021

नोदंणी: Regn:63m

गावाचे	नाव	:	बांद्रा

(1)विलेखाचा प्रकार

करारनामा

(2)मोबदला

82750000

(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते

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(असल्यास)

नमुद करावे) (4) भू-मापन,पोटहिस्सा व घरक्रमांक

1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :सदनिका नं: रेसिडेंशिअल युनिट नं.1102, माळा नं: 11 वा मजला, इमारतीचे नाव: व्हाइट रोज, ब्लॉक नं: बांद्रा पश्चिम,मुंबई 400050, रोड : जंक्शन ऑफ पेरी रोड अँड ॲलेक्सियस रोड, इतर माहिती: सदर मिळकतीचे मौजे बांद्रा,सि टी एस नं -सी/550,सदनिकेचे क्षेत्र- 1585 चौ. फूट एज पर रेरा,सोबत दोन कार पार्किंग स्पेस सहीत((C.T.S. Number : सी/550 ;))

(5) क्षेत्रफळ

1) 162.04 चौ.मीटर

(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.

1): नाव:-आय आर डेव्हलपर्स चे भागीदार गिरीश भगतानी तर्फे कबुलीजवाबा करीता कु मु म्हणून भगवान नंदवाणी वय:-62; पत्ता:-प्लॉट नं: ऑफिस नं. 201 , माळा नं: 2 रा मजला , इमारतीचे नाव: ओरियन, ब्लॉक नं: सांताकूझ पुर्व, मुंबई, रोड नं: नेहरू रोड , महाराष्ट्र, MUMBAI. पिन कोड:-400055 पॅन नं:-AAHFI3968C

(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता

1): नाव:-दिव्या एम रुघानी वय:-51; पत्ता:-ए -1801, -, गोल्डन विलोज , मुलुंड पश्चिम,मुंबई , स्वप्न नगरी, एन.इ.एस.स्कुलच्या जवळ, मुलुंड हीही रोड, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400080 पॅन नं:-AKHPR9062L

2): नाव:-महेश टी रुघानी वय:-53; पत्ता:-ए-1801, -, गोल्डन विलोज, मुलुंड पश्चिम,मुंबई, स्वप्न नगरी, एन.इ.एस.स्कुलच्या जवळ, मुलुंड हु रोड , MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400080 पॅन नं:-AKHPR9063M

(9) दस्तऐवज करुन दिल्याचा दिनांक

31/12/2020

(10)दस्त नोंदणी केल्याचा दिनांक

28/04/2021

(11)अनुक्रमांक,खंड व पृष्ठ

4245/2021

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

1655000

(13)बाजारभावाप्रमाणे नोंदणी शुल्क

30000

(14)शेरा

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

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

> क, अंधेरी क्र.-२ मुंबई उपनगर जिल्हा

Payment Details

sr.	Purchaser	Туре	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	DIVYA M RUGHANI	eChallan	03006172020123101234	MH009498345202021M	1655000.00	SD	0000401442202122	28/04/2021
2		DHC		2704202101043	1240	RF	2704202101043D	28/04/2021
3		DHC		2704202101014	2000	RF	2704202101014D	28/04/2021
4	DIVYA M RUGHANI	eChallan		MH009498345202021M	30000	RF	0000401442202122	28/04/2021

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