390/1639 Original/Duplicate Thursday, January 25, 2024 नोंदणी कं. :39म 4:01 PM Regn.:39M पावती कं.: 1768 दिनांक: 25/01/2024 गावाचे नावः मोहीली दस्तऐवजाचा अनुक्रमांका करल3-1639-2024 दस्तऐवचाचा प्रकार: करारनामा सादर करणाऱ्याचे नावः महेंद्र कुमार श्रीराम गिरी नोंवणी फी ₹. 30000.00 DELIVERE संख्या: 95 ₹. 1900.00 ₹. 31900.00

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AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") is made and entered into at Mumbai this 2.5 Day of ______, 2024 BETWEEN

ARA BUILDERS PRIVATE LIMITED earlier known as SPENTA RESIDENCY PRIVATE LIMITED, (PAN NO. AAMCS2210H) a Company registered under the Companies Act, 1956 and having its registered office 102, 1st Floor, Rajveer Royals, Andheri Ghatkopar Link Road, Near Dragonfly Hotel - The Art Hotel, Andheri (East), Mumbai - 400 093. hereinafter called "the DEVELOPER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the First Part:

AND

MAHENDRA KUMAR SHREERAM GIRI (PAN NO.AEHPG8277J) & SURAJ MAHENDRA GIRI (PAN NO. BLKPG0249K)

having their residence address at F/1, Sai Leela CHS,90 ft Road, Lal Bahadur Shastri Nagar, Kurla West, Mumbai 400072. hereinafter collectively referred to as "THE ALLOTTEE" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in the case of individuals his/her/their heirs and legal representatives, 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 in the case of a corporate body, its successors and assigns of The survivors of the survivors and legal representatives.

WHEREAS: —

(a) Under a Deed of Conveyance dated 16/04/2007 made between Aditya Textiles Industries Pvt. Ltd. therein called "the Vendors" of the One part and the said Future Communications Ltd. (the Owner herein) and therein called "the Purchaser" of the Other part, the Owner acquired and purchased of and from the said Aditya Textiles Lawries (hereafter for brevity's sake called "Aditya") purchased reversionary rights concerning all those pieces and care Village Mohili bearing C.T.S. No.837 (original Survey) 10.5, His a No.1 (part), 2 (part), 3, 5, 7, 8 and 9 (part) admeasuring mtrs, and also, the reversionary rights in all that biese and land, ground, hereditaments in the said village Monditatements No. 837 (part) being original Survey No.5, Hissa No.6 and admeasuring 493.89 sq. mtrs. or thereabouts for the price and on the terms and conditions more particularly recorded in the said Deed of Conveyance dated 16/4/2007. The said Deed of Conveyance was duly registered with the Sub-Registrar of Assurances Kurla No.3 under Sr. No.BDR-7-0225-2007 dated 16/4/2007.

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demised into and in favour of Aditya Textiles Industries Pvt. Ltd. ariece and increal of land lying, being and situated at Mouje Mohili, in the Registration Sub-District of Bandra, Bombay Suburban, bearing Survey No.05 Hissa No.1 (p), 2(p), 3,5,7,8 and 9 (p) and CTS No.837 of Village Mohili admeasuring 5182.77 sq. mtrs. or thereabouts and as per the documents but as per layout 4898.61 sq. mtrs., and more particularly described Firstly in the First Schedule thereunder written. The said Indenture of Lease is duly registered with the Sub-Registrar at Bombay under Sr. No. R-1581 of 1962 in Book No. I dated 19.12.1962. On the expiration of the said Lease on or about 24.04.1982, the said Lease was renewed for a further period of 20 years as provided in the said Indenture of Lease dated 24.04.1962;

- (c) By mather Indenture of Lease dated 10.02.1967, the said Pereira subject of the said Aditya another piece and parcel of land described processed in the said Aditya another piece and parcel of land described processed in the said Aditya another piece and parcel of land described processed in the said Pereira Survey at the said Pereira Survey at the said Pereira Survey at the said Aditya another piece and parcel of land described processed in the said Pereira Survey and Pereira Surv
- (d) Upon the demise of the said Pereira on or about 19.06.1973, his Last Will and Testament dated 24.01.1973 was Probated from the High Court at Bombay in Petition No.146/1974 and accordingly the Reversionary Rights of the said Leasehold property, described in the Schedule hereunder written came to be vested in Terence Joseph Pereira and Jamshed Framrose Motafram;
- (e) Due to the road Widering by the MCGM, the area of the said leasehold premises under the possession of the said Aditya was reduced and the particulars of the said reduced leasehold premises are contained Firstly and Secondly in the Schedule hereunder written;
- (f) By Deed of Conveyance dated 14.03.1986, the said Original Owners assigned in favour of the said Aditya all the Reversionary rights of the said Original Owners in the said property more particularly described in the Schedule appearing hereinafter for the price and upon terms and conditions contained therein, so that Aditya became the Owner of the Freehold land together with structures thereon with the possession thereof as more particularly described in the Schedule.
- (g) Several structures were erected by the said Aditya on the said larger property;
- (h) On or about 10/10/1988, the premises admeasuring about 14734 sq. ft. of a built-up area comprising Ground + Two Upper floors was given on lease by Aditya to the State Bank of India for a period of 9.5 years for

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lease rent and upon such terms and conditions as were ag and between the parties therein.

- (i) On the expiry of the said lease, a fresh Indenture of Lease dated 19.10.2000 was made by and between the said Aditya as a Lessor and the said State Bank of India as a Lessee whereby the lease was extended for a further period up to 31.03.2008 against lease rent and upon such terms and conditions as were more particularly set out in the said Indenture of Lease. The said Indenture of Lease was duly registered with the Sub-Registrar of Assurances at Kurla vide Registration No.7848 of 2000 Book No.1 dated 21.11.2000;
- (j) As per order dated 28.10.2005 of the Hon'ble High Court Bords' in Company Petition No.809 of 2004 read with Company Application No.259 of 2004, RCN Ltd was formed and the said SBI building area approx. 14734 sq. ft. came to be owned by RCN and as per life to Conveyance dated 16.04.07 between Aditya & Future Communications Ltd., registered under Sr. No. BDR 2225 of 2007 area comprised Ground + Two upper Floor, having a total built-up area of about 14734 sq. ft. or thereabout with land admeasuring about 387.63 sq. mtrs. underneath the building and about 404.57 sq. mtrs. appurtenant thereto marked as "D" on the plan Annexed came to be owned by the said RCN who were also entitled to the right of way from the entrance gate from Kurla Andheri Road as marked on the said plan.
- (k) By a Deed of Conveyance dated 16.04.2007 made by and between the said Aditya as the Vendor and the said Owner and (therein called the Purchaser of the Other part), the said larger property was sold to the Owner herein subject to right, interest and title of the other Owners/Occupants of parts thereof which inter alia included the rights of RCN Ltd from Andheri Kurla Road as more particularly set out hereinabove.
- (I) Prior to the said Deed of Conveyance dt.16/4/2007, the said Aditya Textiles Industries Pvt. Ltd. had entered into an Agreement dt.11/10/1997 in favour of M/s. Ashta Vinayak Developers being a firm, having its place of business at Manu Bharti Co-op. Hsg. Scty. Ltd., 3rd floor, S.V. Road, Andheri (West), Mumbai—400 058 and the said Ashta Vinayak Developers entered into an Agreement dt.14/8/1997 in favour of the Jeet Machine Tools Ltd. concerning Gala No.4; though the beneficial right, interest and title in the SBI building is vested with RCN Ltd, the said property along with the rest of the larger property bearing CTS No.837 (p) continued to stand in the name of Aditya in the records of rights as reflected in the PR Card extract a copy. In these circumstances Aditya, at the request of RCN agreed to join RCN in the execution of the Deed of Conveyance dated 19.03.2008 as the Co-Vendor in the said Deed of Conveyance dated 19.03.2008.

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according v, as per the said Deed of Conveyance dated 19.03.2008 the ld Aditya of the First Part; the said RCN Ltd of the Second Part and the said Owner mentioned hereinabove (and therein called the Allottee of the Third Party, the said Owner herein acquired and purchased of and from the said Aditya and the said RCN all the right, interest and title of the said Aditya and the said RCN in all that structures of ground + two upper floors admeasuring about 14734 sq. ft. built-up area or thereabouts together with the land admeasuring about 387.63 sq. mtrs. underneath the said building and the land admeasuring about 404.57 sq. mtrs, appurtenant thereto and aggregating to 792.20 sq. Mtrs. of CTS No.837(p) of Village Mohili, Taluka Kurla, MSD and more particularly described in the Fourth Schedule to the said Deed of Conveyance dated 19:03.2008, subject to the leasehold rights of the said SBI acquired by the said Bank as per the terms of the Indenture of Lease dated 19 July registered with the Sub-Registrar at Sr. No.7848 of 2000. The said Deed of Conveyance dated 19.03.2008 bury registered with the Sub-Registrar of Assurances Kurla-I (Kurla) ISD at 37. No. BD 1-III-03739-2008 dated 06.05.2008.

(n) The premises that have happened, the said Future the said in Ltd., became the Sole and absolute owners of the said property which is more particularly described in the Schedule hereunder written and hereinafter for brevity's sake called the said "property"

- (o) By and under an agreement of Joint Development dated 15/02/2010 made between the said M/s Future Communication Ltd. therein called the Owner of the One Part and The Builders herein and therein called the Developers of the other Part, the said Future Communication Ltd. The said property described the Schedule hereunder written belonging to the said Future Communication Ltd., being developed by the builder herein on the terms and conditions recorded in the said agreement.;
- (p) Accordingly, as per the said Agreement of Joint Development dated 15/02/2010 made between the said M/s Future Communication Ltd., therein called the owner of the one part and the Developer herein and therein called the Builder of the other Part and which is being registered with the sub-Registrar at Kurla No. III, MSD (Bandra) under Sr BDR-13-01637-2010, the parties thereto agreed to carried out the joint Development of the said Property on the terms and Conditions recorded therein;
- (q) By virtue of the above The Developer is fully entitled to develop the Subject Properties and construct building/s thereon in accordance with the plans sanctioned by the Municipal Corporation of Greater Bombay ("Sanctioning Authority"). The Developer has got the plans, the specifications, elevations, sections and details of the said building/s to be constructed on the Subject Properties approved from the Sanctioning Authority. The sanctioned plans including the building plans, sections,

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and specifications (including all the amendment thereof) is neremarked referred to as "Building Plan".

- (r) In accordance with the plans sanctioned by the Sanctioning Authority the Developer is developing the Subject Properties and is constructing thereon building/s ("the said building/s") to be known as "SWAMINARAYAN DHAM" consisting inter alia of 5 wings + Ground + 12 Storeys.
- (s) The Developer has entered into a standard agreement with an Architects M/s. Concrete Designs, registered with the Council of Architects as prescribed by the Council of Architects appointed them for this project. The Developer has appointed structural Engineers M/s. Sura the Associates for the preparation of the structural design and drawning at the said building/s and the Development of the Subject Properties structural Engineers till completion of the Architects and the structural Engineers till completion of the said building/s. The Developer is entitled to appoint any other licensed architects/surveyors and/or structural engineers in place of them if so desired by the Developer till the completion of the Real Estate Projects.
- (t) The Developer, as the owner, alone have the sole and exclusive right to sell the units in the said building/s to be constructed on the Subject Properties and to enter into agreement/s with the Allottee/s of the said premises in the said building/s and to receive the purchase price/sale consideration in respect thereof.
- (u) The development of the Subject Properties proposed as a "real estate project" by the Developer has been registered as a "real estate project" with the Real Estate Regulatory Authority ("Authority"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("RERA") read with the provisions of the Maharashtra Real Estate (Regulation and Development) and (Registration of Real Estate projects, Registration of Real Estate agents, rates of interest and disclosures on Website) Rules, 2017 ("RERA Rules"); hereinafter referred to as "the Real Estate Project". The Authority has duly issued a Certificate of Registration for the Real Estate Project bearing No. P51800033497 dated 22/02/2022 the "RERA Certificate". and referred to as Annexure 1. The Allottee has demanded inspection/information from the Developer and the Developer has given inspection to the Allottee of all the documents of title by which the Developer has acquired right, title and interest to develop; all the approvals and sanctions issued by relevant authorities for the development of the Subject Properties/ the Real Estate Project; such other documents as are specified under RERA and the Rules and Regulations made thereunder and all other documents as demanded by the Allottee.



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- (v) The Hottee has, prior to the date hereof, examined a copy of the RERA and has caused the RERA Certificate to be examined in 9 sdetail by his/her/their advisors and consultants. The Allottee has agreed and consented to the development of the Subject Properties and has also Road all documents and information uploaded by the Developer on the website of the Authority as required by RERA and the RERA Rules.
 - (w) The Allottee has perused a copy of the layout plan which specifies the location of the said building/s to be built on the Subject Properties together with a proforma specifying the total FSI proposed to be utilized on the same and also, the locations where common areas, facilities and amenities, reservations and other open and built-up spaces are proposed to be situated.

the MGG vi has issued an amended approval letter on 30th June 2022 as percepticibit is required to be provided that the wet and dry garbage hall belieparated by members of the society.

the Developer has got some of the approvals from the concerned local and Building Plan of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupation Certificate of the said building/s.

- (z) While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer while developing the Real Estate Project and upon due observance and performance of which only, the Occupation Certificate in respect of the Real Estate Project shall be granted by the Competent Authority.
- (aa) The Developer has accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans, approvals and permissions on the Subject Properties approved from the Sanctioning Authority, as referred hereinabove.
- (a) The Allottee is desirous of purchasing on "ownership basis," residential premises/flat bearing No. 1006." B" Wing on the 10th floor ("the said Apartment") in the Building known as "SWAMINARAYAN DHAM" and more particularly described in the SECOND SCHEDULE hereunder written, hereinafter referred to as "the said Premises"...
- (a) The material aspects of the development of the Real Estate Project are:
 - The common areas, facilities and amenities in the Real-Estate:Project which shall be usable by the Allottee along with other Allottee/s are

listed in the THIRD SCHEDULE hereundes written ("Real Estate

Project Amenities") and shall be completed/derivered with the

ii. The internal fitting and fixtures in the Units/Apartments that shall be provided by the Developer are listed in the FOURTH SCHEDULE hereunder written ("fixtures, fittings and amenities within the said premises");

completion of the Real Estate Project;

iii. The Real Estate Project shall be known by such name as mentioned in the FIFTH SCHEDULE hereunder written or by any such other name as may be decided by the Developer;

iv. The Real Estate Project shall consist and comprise of such number and type of floors which are more particularly mentioned in the FIETH SCHEDULE hereunder written and hereinafter referred to as "Floor Composition"; and

v. The total Floor Space Index ("FSI") consumed/proposed to be consumed in the Real Estate Project is more particularly set out in the FIFTH SCHEDULE here underwritten.

The above details along with the Annexures to the RERA Certificate are available for inspection on the website of the Authority at https://maharera.mahaonline.gov.in. MAHARERA Registration No. P51800033497 Dated 22nd February 2022.

- (b) The Developer has agreed to sell to the Allottee and the Allottee has agreed to purchase and acquire from the Developer, the said Premises, at or for the price more particularly mentioned in the FIFTH SCHEDULE hereunder written and hereinafter referred to as "Sale Consideration" payable by the Allottee to the Developer in the manner set out in the SIXTH SCHEDULE hereunder written. Prior to the execution of these presents, the Allottee has paid to the Developer part payment of the Sale Consideration of the said Premises as more particularly mentioned in the SIXTH SCHEDULE hereunder written (the payment and receipt whereof the Developer doth hereby confirm, admit and acknowledge).
- (c) The list of Annexures attached to this Agreement are stated hereinbelow:—

Annexure "1" Copy of the Title Certificate/Report

Annexure "2" Copy of the Property Cards/Revenue Records

Annexure "3" Copy of the RERA Certificate

Annexure "4" Copy of the Layout Plan

Annexure "5" Commencement Certificate issued by MCGM

Annexure "6" Copy of typical floor plan (being the extract of the sanctioned plan)

in the

Annexure "7" Copy of NOC of Mumbai Fire Brigade

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Under Section 13 of RERA, the Developer is required to execute a written agreement for the sale of the said Premises with the Allottee 20 2.8 this Agreement and is also required to register this Agreement under the provisions of the Registration Act, 1908 provided that the Allottee has paid all the necessary and applicable charges including but not limited to the Stamp Duty, Registration Charges, GST as may be required for registration of this agreement.

(e) The Parties relying on the confirmation, representations and assurances each other to faithfully abide by all the terms, conditions and stipping contained in this Agreement and all applicable laws, are now entering into this Agreement on the terms and conditions as appearing hereinalter.

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

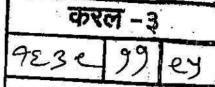
1) RECITALS

The aforesaid recitals shall form an integral part of this Agreement. The captions given in this Agreement are for the sake of convenience and are not intended in derogation of RERA.

2) DEVELOPMENT OF THE SUBJECT PROPERTIES

- 2.1 The Developer shall construct the Real Estate Project on the Subject Properties more particularly mentioned in the First Schedule hereunder written comprising of the Floor Composition more particularly mentioned in the Fifth Schedule hereunder written in accordance with the plans, designs and specifications as recited hereinabove, and as approved by the Concerned Sanctioning Authority from time to time.
- 2.2 The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the Building Plan or thereafter and shall, before handing over possession of the said Premises (as described above) to the Allottee, obtain from the concerned local authority Occupancy and/or Completion certificates (as may be the case)in respect of the same.
- 2.3 The Developer shall obtain prior consent in writing of the Allottee in respect of any variations or modifications which may adversely affect the area of the said Premises (as described above) of the Allottee except, any alteration or addition required by Sanctioning Authority or any Government Authorities, or due to change in law, or any change as contemplated by any of the discoursal ready made to the Allottee.

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2.4 The Developer hereby declares that the Flood Spatindex available as on date in respect of the Subject Properties and their intent and planning to utilize Floor Space Index by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation ("DCPR, 2034") or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the Project are as disclosed in the Fifth Schedule hereunder written Project are as disclosed the Floor Space Index as proposed to be utilized by them on the Subject Properties in the Real Estate Project and the Allottee has agreed to purchase the said Premises based on the proposed construction and sale of apartments to be carried out the proposed FSI and on the understanding the declared proposed FSI shall belong to the Developer only.

3) PURCHASE OF THE SAID PREMISES AND SALE CONSIDERATION

- 3.1 The Allottee hereby agrees to purchase and acquire from the Developer, and the Developer hereby agrees to sell to the Allottee, the said Premises (i.e. the said Apartment) as more particularly described in the Second Schedule hereunder written and shown in red hatched lines on the typical floor plan (Annexure "6" hereto) at and for the Sale Consideration more particularly mentioned in Fifth Schedule here underwritten;
- 3.2 The Developer shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said building/s is complete and the Occupation Certificate is granted by the Sanctioning authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three (3) per cent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit then the Developer shall refund the excess money paid by the Allottee within forty-five days with annual interest at the rate specified in the RERA and the RERA Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to the Allottee, the Developer shall demand additional amount from the Allottee as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.
- 3.3 The Allottee has paid before execution of this Agreement, part payment (as mentioned in the Sixth Schedule) of the Sale Consideration of the said Premises as more particularly mentioned in the Fifth Schedule, hereunder written and has hereby agreed to pay to the Developer the balance amount of the Sale Consideration as and by way of installments

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manner more particularly mentioned in the Sixth School the here moder written. It is clarified that the Sale Consideration shall be paydble by the Allottee in the Project Bank Account more particularly mentioned in the Fifth Schedule hereunder written. The Developer shall not be responsible towards any third-party making payments/remittances on behalf of the Allottee and such third party shall not have any right in the said Premises in any way and the Developer shall issue the payment receipts only in favour of the Allottee.

3.4 The Allottee shall deduct Tax At Source ("TDS") from each instalment of the Sale Consideration as required under provisions of the Income Tax Act, 1961 and shall pay the same to the Government Treasury within the prescribed time under the Income Tax Act, 1961 and shall furnish the requisite TDS Certificate to the Developer in the prescribed accordance with the Income Tax Act, 1961 within the rescribed time. The Allottee shall be responsible for any delay in a wing a seady deducted and the Developer shall not be responsible

be Sale Consideration excludes taxes consisting of tax paid or payable Goods and Services Tax ("GST") and all levies, duties and cases or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Real Estate Project and/or with respect to the said Premises and/or Sale Consideration and/or this Agreement up to the date of handing over the possession of the said Premises by the Developer to the Allottee.

- 3.6 The Sale Consideration is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the Competent Authority and/or any other increase in charges, taxes which may be levied or imposed by the Competent Authority/Local Bodies/Government from time to time. The Developer shall while raising a demand on the Allottee for increase in development charges, costs or levies imposed by the competent authorities etc., shall enclose the said notification/order/regulation/demand, published/issued in that behalf to the effect along with the demand letter being issued to the Allottee.
- 3.7 The Allottee authorizes the Developer 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 Developer may in its sole discretion deem fit and the Allottee undertakes not to object/demand/ direct the Developer to adjust his/her payments in any manner.
- 3.8 The Developer has neither charged nor recovered any price for the limited common areas and the common areas facilities and amenities (except as specified in this Agreement) nor shall in future charge any amount for the same and is provided free of cost to the Allottee subject

to payment of maintenance charges and expenses of

3.9 The Allottee agrees and confirms that the Sale Consideration is derived on the basis of the Allottee having agreed to pay the Sale Consideration as per the payment schedule more particularly specified in the Sixth Schedule hereunder written and having agreed to comply with the terms and conditions of this transaction (including as mentioned herein).

3.10 On a written demand being made by the Developer to the Allottee visit respect to any amount (whether Sale Consideration or any amount payable in terms of this Agreement), the Allottee that payable such amount to the Developer, within 15 (fifteen) day to the Developer's said written demand, without any delay, demur or default.

4) OTHER CHARGES AND EXPENSES

- 4.1 The Allottee shall on or before taking possession of the said Premises deposit the property taxes, maintenance charges and other onetime charges as more particularly mentioned in Part-A and Part-B of the SEVENTH SCHEDULE hereunder written ("Other Charges"). It is hereby clarified that with respect to the amounts listed in Part-A of the Seventh Schedule hereunder written, the Developer at the appropriate time shall transfer the balance and/or the Surplus amount (if any) without any interest to the body of the said Premises Allottees in the project.
- 4.2 Within 15 days after notice in writing is given by the Developer to the Allottee that the said Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Apartment) of outgoings in respect of the said Premises 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 Real Estate Project. Until the Society or Limited Company is formed and the said structure of the said building/s is transferred to it, the Allottee shall pay to the Developer such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Developer provisional Yearly contribution of Rs. 66,080 /- (Rupees Sixty Six Thousand Eighty only). The amounts so paid by the Allottee to the Developer shall not carry any interest and remain with the Developer until a conveyance/assignment of lease of the structure of the said building/s is executed in favour of the Society or Limited Company mentioned hereinafter On such conveyance/ assignment of lease being executed for the said building/s the aforesaid deposits (less deduction provided

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for in cox (agreement) shall be paid over by the Developer to the Society or handed Company, as the case may be.

The Allottec hereby agrees that, in the event of any further and other amounts becoming payable to any of the authorities or the State Government, by way of betterment charges, development taxes or any other payment of a similar nature in respect of the said Premises and/or the Real Estate Project thereon, the same shall be paid/reimbursed by the Allottee to the Developer, in the proportion of the Area of the said Premises to the ultimate total area of all the flats/units/premises in the Real Estate Project.

5) POSSESSION DATE, DELAYS, EVENTS IN CASES OF

Previous shall abide by the time schedule for completing the said Previous and offering possession of the said Premises to the Allottee and Premises and the Occupation Certificate in respect of the floor of the said Premises and the common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee which are listed in the Fourth Schedule hereunder written. Similarly, the Allottee shall make timely payments of all installments of the Sale Consideration and other amounts/dues payable by him and meeting, complying with and fulfilling all his/her other obligations under this Agreement.

- 5.2 The Developer shall give possession of the said Apartment to the Allottee on or before the 31st day of December. 2025. Provided that the Developer shall be entitled to a reasonable extension of time for giving delivery of the said Premises on the aforesaid date if the completion of the said building/s in which the said Premises is to be situated is delayed on account of
 - i. war, civil commotion or an act of God; and
 - ii. any notice, order, rule, notification of the Government and/or other public or competent authority/court.
 - iii. any other eventuality whereby it becomes impossible to complete the construction within the time stipulated.
- 5.3 The Developer shall maintain a separate account in respect of sums received by the Developer from the Allottee as an advance or deposit, sums received on account of the share capital for the formation of the Co-operative Society or Association or Company or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 5.4 The Developer on its behalf shall offer the possession of the said Premises to the Allottee in writing within 7 days of receiving the Occupation Certificate of the Real Estate Project against the payment of the balance Sale Consideration and other amounts payable in terms

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of this Agreement, to be taken within 3 (three months) from issue of such notice.

- 5.5 Upon receiving a written intimation from the Developer as provided, the Allottee shall take possession of the said Premises from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the said Premises to the Allentenses Irrespective of whether the Allottee fails to take possession of the san Premises within the prescribed period, the Allottee shall configure to be liable to pay interest on the balance Sale Consideration arrounts ar maintenance charges and all other charges with respect to Premises from the date of offer of possession and further that the the said Premises shall be at the risk of the Allottee in all respective including loss or damage arising from the destruction, deterioration, or injury of the said Premises. Provided further that the Developer shall be entitled to levy and the Allottee shall bear and pay to the Developer, holding charges at the rate of Rs. 10 /- (Rupees Ten only) per square feet, per month calculated on the carpet area of the said Premises for the entire period of such delay in taking possession. The Allottee agrees and confirms that the said sum of Rs.10/- (Rupees Ten only) per square feet, per month (or part thereof) shall be considered as holding charges as stipulated under this Clause and shall be a distinct charge not related to and shall be in addition to all other amounts/deposits payable by the Allottee to the Developer under this Agreement.
- 5.6 The Allottee agrees to pay to the Developer, interest as specified in the RERA and the RERA Rules, on all the delayed payment which become due and payable by the Allottee to the Developer under the terms of this Agreement from the date the said amount is due and payable by the Allottee to the Developer.
- 5.7 If the Developer fails or neglects to abide by the time schedule for completing the project and handing over the said Premises to the Allottee, the Developer agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the RERA and the RERA Rules, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession of the said Premises.
- 5.8 If the Developer fails or neglects to abide by the time Schedule for completing the project and handing over the said Premises to the Allottee, the Developer agrees to refund and shall be liable to refund to the Allottee, who does not want to remain in the project and who intends to withdraw from the project, all the amount paid by the Allottee to the Developer along with the amount spent, paid and/or incurred by the Allottee on account of stamp duty, registration fee and other government levies together with interest as provided in the RERA and the RERA Rules thereof. Till such time the aforesaid amount is paid by

the Developer to the Allottee, the Allottee shall have first charge and Premises.

Without prejudice to the rights of the Developer to charge and receive interest in terms of sub-clause 5.6 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Developer under this Agreement (including his/her proportionate share of taxes levied by the concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of instalments, the Developer shall at their/his/her own option, may terminate this Agreement. Provided that, the Developer shall give notice of fifteen days in writing to the Allottee, by Registered Post A/D. at the address provided by the Allottee and mail at the email address provided by the Allottee, of its intention to terminate this Agreement and of the specific breach/ es of terms and conditions in respect of which it is intended to terminate this Agreement.

5.10 If the Allottee fails to rectify the breaches mentioned by the Developer within the period of notice then at the end of such notice period, the within the period of notice then at the end of such notice period, the period further, that upon termination of this Agreement as aforesaid, the Lieveloper shall refund to the Allottee the amount received from the Allottee (subject to adjustment, deduction and recovery of mutually agreed liquidated damages @ 25% on the total and aggregate Sales insideration amount and of all Government levies) within a period of thirty days of the termination, the installments of Sale Consideration of the said Premises which may till then have been paid by the Allottee to the Developer.

5.11 In the event the Allottee is desirous of voluntarily terminating the transaction of sale/purchase of the said Premises as recorded in this Agreement, the Allottee shall give a prior written notice of at least 30 (thirty) days to the Developer stating the Allottee's intention for termination of the transaction of sale/purchase of the said Premises. Upon such termination, the Developer shall refund to the Allottee the amount received by them without any interest subject to the deduction of (a) 20% of the total and aggregate Sale Consideration; (b) the Government levies (including GST), taxes and outgoings, if any, due and payable by the Allottee in respect of the said Premises upto the date of termination of this Agreement by the Allottee;(c) processing fee and brokerage paid, if any, etc. in respect of the said Premises; (d) the amount of interest payable by the Allottee to the Developer in terms of this Agreement from the dates of default in payment till the date of termination; and (e) in the event of the resale price of the said Premises to a prospective Allottee being less than the Sale Consideration mentioned herein, the amount of such difference. Provided further that, the Allottee executes and registers the Deed of Cancellation of this Agreement and simultaneously upon the Allottee executing and registering Deed of Cancellation of the said Premises.

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The Developer shall refund the balance arount of the Sale Consideration to the Allottee without any interest and exclusive of any direct/indirect taxes, stamp duty, brokerage, registration charges, other payments/outgoings etc.

6) FORMATION OF BODY OF THE ALLOTTEES AND TRANSFER OF THE PROPERTY

- 6.1 The Allottee along with other Allottees(s) of the said Premise Real Estate Project shall join in forming and registering the Society or Association or Limited Company to be known by such name as the Developer may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Developer within seven days of the same being forwarded by the Developer to the Allottee, so as to enable the Developer to register the common organization of the Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
- 6.2 The Developer shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to same all the rights, titles and interests of the Vendor/Lessor/Original Owner/Developer and/or the Owners in the said structure of the said building/s in which the said Premises are situated.
- 6.3 The Developer shall, within three months of registration of the Society or Limited Company or Association, as aforesaid, cause to be transferred to the same all the rights, titles and interests of the Vendor/Lessor/Original Owner/Developer and/or the Owners in the project land on which the said building/s are constructed.
- 6.4 The Allottees declare and confirm that all the payments under this Agreement made by The Allottees shall always be from the bank account of the Allottees /Joint Allottees only. In the event of any payment being made by the Allottees, from any other person's account (excluding Joint Allottees then the same shall be deemed to have been made by such other person at the request and behest of the Allottees /Joint Allottee. It is agreed between the parties hereto that any payment made by any person other than the Allottees will not create any right, title or interest in the said Apartment in favour of such other person.

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The peroper herein has specifically informed the Allottees that if in case, any inquiry is raised by any statutory or Government or Semi-Government Authority or an agency or Revenue Authorities or any other statutory authority pertaining to the amount paid by the Allottees to the Vendor, prior or after handing over the possession of the said Apartment; the Allettees shall be liable to provide the source of the amount paid by the Allottees to the satisfaction of such authorities or an agency. The Allottees hereby indemnifies the Vendor and continue to keep the Vendor indemnified against all the expenses, charges and payments arising out of failure of providing satisfactory reply to the stations of Government or Semi-Government Authority or an agency Revenue authorities or any other statutory authorities for any infount paid by the Allottees either from his/her/their own account or made through third party.

- In the went the Allottees is not able to satisfy the statutory Authorities softwisher source of the payment made to the Developer then, the Developer shall be entitled to withhold the possession of the Flat or exercise the option to terminate the Agreement for Resale.
- 6.7 In the event of the termination of this Agreement at the option of the Vendor for aforesaid reason, then any amount which is found to be refundable over and above the amounts retained as and for mutually agreed liquidated damages such as the earnest money, interest on delayed payments any interest paid, due or payable, any other amount of non-refundable nature, shall be refunded to the Allottees or Statutory Authority by the Vendor subject to terms and conditions (if any) of any such order issued by any of the statutory authorities or agency.
- 6.8 It is expressly agreed that upon such termination by the Vendor, the Allottees shall have no right, title, interest, demand, claim or lien over the said Flat and the Car Parking Space(s) in any manner whatsoever.
- 6.9 The Allottees agrees declare and confirm that in the event of default in payment of any amounts due to be paid by the Allottees to the Seller herein, then in such an event the Allottees shall pay to the Seller interest @18% p.a. on all the amounts, which become due and payable by the Allottees to the Seller, under the terms of this Agreement from the date the said amount is payable by the Allottees to the Seller until such amounts are actually paid. The Allottees further agrees declares and confirms that in the event of default in payment of any amounts due to be paid by the Allottees to the Promoter/Society herein (including the amounts then in such an event the Allottees shall pay to the Promoter interest @18% p.a. on all the amounts, which become due and payable by the Allottees to the Promoter, under the terms of this Agreement from the date the said amount is payable by the Allottees to the Promoter. The Allottees further agrees that any payments made by the Allottees shall be first be adjusted towards

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interest payable and any other due from the Allottees and the balance, if any, shall be adjusted against the payment which is due to the Seller and Promoters/Society as the case may be. In case of delay in payment of any amounts as specified above, the Allottees shall also be liable to pay to the Seller/Promoter as the case may be additional charges of Rs. 5000/- per instalment towards administration charges for such delayed payment.

7) REPRESENTATIONS AND WARRANTIES OF DEVELOPER

The Developer hereby, subject to what is stated in recitals and of parts of this Deed, represents and warrants to the Allottee as to low

- 7.1 The Developer has clear and marketable title or right for development of the Subject Properties; and has the requisite rights to carry out development upon the Subject Properties and also has actual, physical possession of the Subject Properties for the implementation of the Real Estate Project.
- 7.2 The Developer has lawful rights and requisite approvals from the Sanctioning Authority/Competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project.
- 7.3 There are no encumbrances upon the Subject Properties or the Project except those disclosed in the title report or uploaded with the MahaRERA.
- 7.4 There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report or with MahaRERA.
- 7.5 All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the Sanctioning Authority with respect to the Real Estate Project shall be obtained by following due process of law and the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project, Subject Properties, the said building/s and common areas.
- 7.6 The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected.
- 7.7 The Developer has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any

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person of party with respect to the Subject Properties, including the Real Estate Properties and the said Premises which will, in any manner, affect the rights of the Allottee under this Agreement.

- 7.8 The Developer is not restricted in any manner whatsoever from selling the said Premises to the Allottee in the manner contemplated in this Agreement.
- 7.9 At the time of execution of the conveyance deed of the structure to the Association of the Allottees, the Developer shall hand over lawful, vacant, peaceful and physical possession of the common areas of the structure to the Association of the Allottee.
- The Developer has duly paid and shall continue to pay and discharge findishated governmental dues, rates, charges and taxes and other money levies impositions, premiums, damages and/or penalties and other dutocings, whatsoever, payable with respect to the Real Estate project to the Sanctioning Authority/competent Authorities till the issue of the Part/Full Occupation Certificate and thereafter.
- 7.11 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 Subject Properties) has been received or served upon the Developer in respect of the Subject Properties and/or the Real Estate Project except those disclosed in the title report.
- 7.12 The Developer agrees to and hereby to indemnifies the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developer.
- 7.13 If within a period of one year from the date of handing over the said Premises to the Allottee, the Allottee brings to the notice of the Developer any structural defect in the said Premises or the said building/s in which the said Premises are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer at their own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Developer, compensation for such defect in the manner as provided under RERA.

8) COVENANTS AND UNDERTAKINGS OF THE ALLOTTEE

The Allottee's or himself/herself/themselves with intention to bring all persons into whomsoever hands the said Apartment may come, hereby covenants with the Developer as follows:—

8.1 The Allottees hall use the said Apartment or any part thereof or permit the same to be used only for the purpose of residence.

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The Allottee acknowledge that the said Apartment and the said Car Parking Spaces if any allotted, shall be held by the Allottee as one composite unit and the Allottee shall not be entitled to transfer the use and enjoyment of anyone without the other.

- 8.2 To maintain the said Apartment at the Allottee's own cost in good tenantable repair and condition from the date of possession of the said Apartment is offered by the Developer and shall not do or suffer to be done anything in or to the said building's in which the said Apartment is situated which may be against the rules, regulations or bye laws or change/alter or make addition in or to the said building's in which the said Apartment is situated and the said Apartment itself or an apartment thereof without the consent of the local authorities, if required.
- 8.3 Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said building/s in which the said Apartment is situated or storing of which goods is objected to by the concerned local or other 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 said building/s in which the said Apartment is situated, including entrances of the said building/s in which the said Apartment is situated and in case any damage is caused to the said building/s in which the said Apartment is situated or the said Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach. The Allottee shall make provisions for separation of dry waste and wet waste while disposing off the garbage.
- Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Developer to the Allottee and shall not do or suffer to be done anything in or to the said building/s in which the said Apartment is situated which may be contrary to the rules, regulations and bye-laws of the concerned local authority or other public authority and/or body of all the said Premises Allottees. In the event, the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and/or body of all the said Premises Allottees.
- 8.5 Not to demolish or cause to be demolished the said 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 said Apartment or any part thereof, nor any alteration in the elevation and outside Colour scheme of the said building/s in which the said Apartment is situated and shall keep the portion, sewers, drains and pipes in the said 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 said

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building/s in which the said Apartment is situated and shall not chisel or any other manner cause damage to columns, beams, walls, slabs or RCC, Perfits or other structural members in the said Apartment without the prior written permission of the Developer and/or the Society or body of all the said Premises Allottees as the case may be.

8.6 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Subject Properties and the said building/s in which the said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the

confirm and comply the NOC of the Chief Fire Officer including in

- 8.8 Neto providing rubbish, rags, garbage or other refuse or permit the same be the type from the said Apartment in the compound or any portion of the Subject Properties and the said building/s in which the said Apartment is situated.
- 8.9 Pay to the Developer within fifteen days of demand his/her share of the security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the said building/s in which the said Apartment is situated.
- 8.10 To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Apartment by the Allottee for any purpose other than for which it is sold. However, it is clarified that the Allottee is not entitled to directly and/or indirectly change the user of the said Apartment. The above provision is by way of abundance and precaution.
- 8.11 The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Premises until all the dues payable by the Allottee to the Developer under this Agreement are fully paid up and only after the written Consent of the Developer or body of all the said Premises Allottees, as the case may be.
- 8.12 The Allottee shall observe and perform all the rules and regulations which the Society or Limited Company or Apex Body or Federation (as may be the case) may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building/s and the said Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the

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concerned local authority and of Government and other public bodies.

The Allottee shall also observe and perform his the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation (as may be the case) regarding the occupancy and use of the said Apartment in the said building/s and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement. The Allottee agree that the aforesaid amount to be collected from the Allottee/s of the said Premises shall be collected and paid on an ad hoc basis till at the

Apartment/Unit/Premises in the said building/s are sold indigne

8.13 To sign from time to time, all papers and documents and to do all a deeds, matters and things as may be necessary from time to time, for safeguarding the interests of the Developer and of the Allottees of the other Apartments in the said Building.

quantum of taxes for the said Premises is determined.

- 8.14 Till a conveyance of the structure of the said building/s in which the said Apartment is situated is executed in favour of Society/Limited Company, the Allottee shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building/s or any part thereof to view and examine the state and condition thereof.
- 8.15 Till a conveyance of the Subject Properties on which the said building/s is constructed and in which said Apartment is situated is executed in terms of this Agreement, the Allottee shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Subject Properties or any part including the said building/s thereof to view and examine the estate and condition thereof.
- 8.16 The recreational zone and clubhouse/fitness Centre to be constructed on the 1st Floor of the said building/s shall be for the exclusive use of all the residents/Allottees/occupiers/Allottees/ existing Members of the Society of the flats/units/premises of the Real Estate Project and the same shall not be commercially exploited and shall not be used for any other purpose. The Allottee undertakes to comply with all the terms/conditions/stipulations framed by the Developer/Society with respect to the use of the recreational zone and clubhouse/fitness Centre on the "B" Wing of the 1St Floor of said building/s. The Allottee confirm/sand acknowledge/s that the amenities shall be utilized by all the members of the society.
- 8.17 The Allottee will not claim compensation from any competent authority or from the Developer in respect of inadequate open space around the Real Estate Project. The Allottee is aware and hereby confirms that he/she shall not object to concessions availed by the Developer for

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deficiency in open space nor will he/she object for any deficiency in neighborhood development.

- 8.18 The Developer shall be entitled to construct site offices/sales lounge/
 Niewing gallery on the Subject Properties and/or within the said
 building/s and shall have the right to access the same at any time
 without any restriction whatsoever until the development of the Subject
 Properties has been completed in all respects and the full development
 potential has been utilized by the Developer.
- 8.19 It is agreed between the parties that, if the Allottee intends to visit the underconstruction project then it shall make a written request to the present of the side of the veloper for site visit and the Developer if it so deems fit, shall within 7 several working days from receipt of the request intimate the Allottee decement time for such visit. The Allottee shall accordingly the entired to site visit on the date and the time as intimated by the developer accompanied by site staff of the Developer and the Allottee accompanied that, no children below the age of 15 years shall be allowed to enter the site. The Allottee hereby undertakes not to hold the Developer responsible for any loss or damage or harm incurred or suffered by the Allottee or any person accompanying the Allottee, due to negligence or wrongful acts or otherwise, during the site visit.
- 8.20 The Allottee is aware that the sample/show flat if any, constructed by the Developer and all furniture, items, electronic goods, amenities etc. provided therein are only for the purposes of showcasing the said Premises, and the Developer is not liable, required and/or obligated to provide any furniture items, electronic goods, amenities etc. as displayed in the said sample/show flat, other than as expressly agreed by the Developer under this Agreement.
- 8.21 The Allottee is aware that all-natural materials including tiles, marble and granite (if provided), natural timber, etc. and the factory produced materials like tiles, paint etc. contain veins and grains with tonality differences and are also susceptible to inherent shade and Colour variations. The Developer represents that though it shall pre-select such natural and factory produced materials for installation/application in the Real Estate Project and the same is on a best endeavour basis, the Allottee shall not hold the Developer liable for their non-conformity, natural discolouration, tonal differences or inconsistency at the time of installation/application.
- 8.22 The Allottee has satisfied himself/herself with respect to the design and materials for construction on the Subject Properties as intimated in the brochure/allotment letter. The brochure/allotment letter is only indicative and for the purpose of design, materials, amenities and facilities the details given in this Agreement shall be final.

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- 8.23 The Allottee shall be permitted/allowed to commence intering works in the said Premises only upon obtaining the Occupation Certificate till the floor wherein the said Premises is situated and after making all payments in pursuance of this transaction/as per this Agreement and after complying with the terms and conditions of this Agreement after execution of necessary documents including the Undertaking, Indemnity etc. as may be required by the Developer. The Allottee shall not directly and or the substitution of the
- 8.24 The Allottee hereby agrees and declares that he/she shall submit still fledged drawings with all specifications before starting interior worker the said Premises and approval/NOC shall be obtained from the Developer/Society. The Allottee prior to commencing the interior works deposit certain amount as a security deposit, such amounts as may be intimated by the Developer/Society at the relevant time for carrying our interior work in the said Premises and to ensure that there is no damage to the exterior of the said Premises or any damage to any part of the Real Estate Project, Amenities etc. whátsoever ("Fit Out Deposit"). The Fit-Out Deposit shall be forfeited in the event of noncompliance by the Allottee with any of the terms and conditions as stated herein and/or in the Developer's NOC and/or any other documents and/or writings executed by and between the Parties hereto with respect thereof. The Developer shall be entitled to inspect all interior works carried out by the Allottee. In the event the Developer finds that the nature of interior work being executed by the Allottee is harmful to the said Premises or to the structure, facade and/or elevation of the said building/s or any part of thereof, the Developer can require the Allottee to stop such interior work and the Allottee shall stop such interior work at once, without raising any dispute and restore the said Premises to its original condition at the Allottee's costs and expenses.
- 8.25 Notwithstanding the other provisions of this Agreement, the Allottee hereby confirms that the Developer shall at their option be fully entitled to nominate any one or more persons including itself or any of its subsidiaries to manage the operation and maintenance of the Real Estate Project to be constructed on the Subject Properties, common amenities, common areas, facilities and infrastructure on the Subject Properties after the completion of the development of the Subject Properties. The Developer shall have the authority and discretion to negotiate with such Facility Management Agency and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred/to be incurred in appointing and operating the Facility Management Agency shall be borne and paid by all the Occupants/Allottees on a pro-rata basis. Such charges may vary and the Allottee agrees that it shall neither raise any dispute regarding the appointment of any Facility Management Agency by the Developer for the Real Estate Project nor directly and/or

23

Indirectly dispute the payment agreed by the Developer to be payable to the Facility Management Agency towards the maintenance charges letermined by such agency. The Allottee agrees to abide by any and all crims conditions, rules and/or regulations that may be imposed by the Developer and/or the Facility Management Agency including for the smooth working and proper use of the amenities and facilities, including without limitation, payment of the Allottee's share of the service charges that may become payable, from time to time. The Allottee is aware that the Developer is not in the business of providing services proposed to be provided by the Facility Management Agency.

The parties hereto agree that the Developer is not and shall not be possible or liable in connection with any defect or the performance of the Management Agency.

This cit arbounderstood and so agreed by and between the Parties hereto that all the bovisions contained herein and the obligations arising in respect of the Real Estate Project shall equally be applicable to and enforceable against any subsequent Allottees of the said Premises, in case of a transfer, as the obligations go along with the said Premises for all intents and purposes.

9) LOANS AND MORTGAGES

- 9.1 The Allottee shall be entitled to avail loan from a Bank/Einancial Institution and to mortgage the said Premises by way of security for repayment of the said loan to such Bank/Financial Institution, with the prior written consent of the Developer. The Developer shall permit and issue its no objection letter to the Allottee to enable him/her at his/her sole risk, costs and expenses to obtain loans from the Banks and/or the Financial Institutions by mortgaging the said Premises. The Developer shall, however, be entitled to refuse permission to the Allottee for availing any such loan and for creation of any such mortgage/charge, in the event the Allottee has/have defaulted in making payment of the Sale Consideration and/or other amounts payable by the Allottee under this Agreement.
- 9.2 If the Allottee enters into any loan/financing arrangement with any Bank/ Financial Institution, it shall be the responsibility and obligation of the Allottee to ensure that such Bank/Financial Institution shall be required to disburse/pay all such amounts due and payable to the Developer under this Agreement, as per the installment payment schedule mentioned in the Sixth Schedule hereunder written (which will not absolve Allottee of his/her/their responsibilities under this Agreement) and the Allottee shall be responsible and obliged to arrange, discharge and pay all due amounts prudently to the Developer notwithstanding any delay or default in issuing the payment by the Bank/Financial Institution.

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9.3 All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Premises, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said Premises, shall be solely and exclusively borne and incurred by the Allottee. The Developer shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage. Notwithstanding any of the provisions hereof, the Allottee hereby agrees that the Developer shall have fast lien/charge on the said Premises until all the amounts including the Sale Consideration, taxes and other charges and amounts payable in the said Premises have not been paid and the Allottee days not been paid and the Allottee objection and hereby waives to raise any objection in that regard.

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- 9.4 The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Developer in any manner, and shall be subject to and shall ratify the right and entitlement of the Developer to receive the balance Sale Consideration and other balance amounts payable by the Allottee under this Agreement.
- 9.5 The Allottee hereby indemnifies and shall keep indemnified the Developer from and against all claims, costs, charges, expenses, damages and losses which the Developer may suffer due to any action that may be initiated by the Bank/Financial Institution on account of such loan or for recovery of loan on account of any breach by the Allottee of the terms and conditions governing the said loan. Notwithstanding any of the provisions hereof, the Allottee hereby agrees that the Developer shall have first lien/charge on the said Premises towards all the claims, cost, charges, expenses, and losses incurred by the Developer and the Allottee undertakes to reimburse the same to the Developer without any delay or demur or default. The Allottee hereby further indemnifies and shall keep indemnified the Developer, its partners, agents, executives and officers by and against any action, damages or loss due to breach of any terms and conditions and/or the covenants given by the Allottee under this Agreement for which the Allottee shall be solely liable and responsible.
- 9.6 In the event of any enforcement of security/mortgage by the Bank/ Financial Institution, the Developer shall be entitled to extend the necessary assistance/support as may be required under applicable law till the extent the title and provided interest of the Developer is not jeopardize in any manner.
- 9.7 After the Developer executes this Agreement, it shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take the said Premises. Without affecting the said Premises, the Developer is at

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liberty to avail loans and financial facilities from the Banks/ Financial Je Institutions/NBIC or Private parties without any consent or permission or knowledge of the Allottee.

10) BINDING EFFECT

10.1 Forwarding this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the Developer or the Allottee until, firstly, the Allottee 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 Allottee and appears for registration of the same before the concerned ub. Retailer as and when intimated by the Developer. If the Allottee s to execute and deliver to the Developer this Agreement within 30 from the date of its receipt by the Allottee and/or fails to ear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the A lonce for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be refunded to the Allottee without any interest or compensation whatsoever.

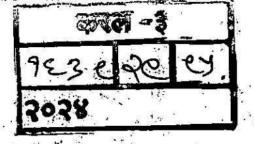
11) ENTIRE AGREEMENT

- 11.1 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 apartment/plot/building, as the case may be.
- 11.2 This Agreement may only be amended through written consent of the Parties.
- 11.3 Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

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12) NOTICES AND CORRESPONDENCE



That all notices to be served on the Allottee and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Developer by Registered Post A.D. and notified

E-mail ID at their respective addresses specified below: -

Name of Allottee Mahendra Kumar Shreeram Giri &

Suraj Mahendra Giri

(Allottee's Address): F/1, Sai Leela CHS,90 ft Road, Lal Baha

Shastri Nagar, Kurla West, Mumbai 400072.

Notified E-mail ID: girimahendra4079@gmail.com

M/s. ARA BUILDERS PVT. LTD.

102, 1st Floor, Rajveer Royals, Andheri Ghatkopar Link Road, Near Dragonfly Hotel - The Art Hotel, Andheri (East), Mumbai - 400 093.

Notified E-mail ID: ara.builders2021@gmail.com

It shall be the duty of the Allottee and the Developer to inform each other of any change in address subsequent to the execution of this Agreement at 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 Developer or the Allottee, as the case maybe.

13) GOVERNMENT LEVIES

- (i) All out of pocket costs, charges and expenses including Registration Charges of and incidental to this Agreement; Goods and Service Tax i.e. (GST); Local Body Tax; and all other Government levies shall be borne and paid by the Allottee alone. If due to any changes in Government Policy and by virtue of the same any additional Stamp Duty, Registration Charges and/or any other taxes/rates are levied the same shall also be paid by the Allottee alone.
- (ii) At the time of registration of conveyance or Lease of the structure of the said building/s or wing of the said building/s, the Allottee shall pay to the Developer, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company or any other body of the said Premises Allottees in the Real Estate Project on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said building/s.

(iii) At the time of registration of conveyance or Lease of the Subject Properties, the Allottee shall pay to the Developer, the Allottees'

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share of stamp duty and registration charges payable, by the said Society of Limited Company or any other body of the said Premises Allottees in the Real Estate Project, Apex Body or Federation (as the 5 case maioto) of such conveyance or lease or any document or instrument of transfer in respect of the Subject Properties to be 20 executed in favour of the Apex Body or Federation.

14) REGISTRATION OF THE AGREEMENT

The Allottee and/or Developer shall present this Agreement as well as the conveyance/assignment of lease at the proper registration of registration within the time limit prescribed by the Registration Act, 1908 and the Developer will attend such office and admit execution thereof.

ALICABILITY OF ACT

This Agreement shall always be subject to the provisions of The Real Estate (Regulation and Development) Act, 2016 ("RERA") and the rules, regulations, office orders, circulars made thereunder and as also subject to all other applicable laws.

(ii) 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 insofar as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to RERA or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

16) 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 Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act,2016, Rules and Regulations, thereunder. For all other purposes the Courts at Mumbai alone shall have exclusive jurisdiction.

+-IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and signatures to this writing the day and year hereinbefore mentioned.

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THE FIRST SCHEDULE ABOVE REFERRED TO ("the Subject Properties 28

(Give detailed description of the Subject Properties)

FIRSTLY, all that pieces and parcels of land or ground hereditaments and premises together structures thereon situate, lying and being at Revenue Village Mohili, Taluka-Kurla, in the registration District Mumbai and Sub-District Mumbai Suburban collectively admeasuring 4898.61 Sq. Meters comprising original Survey No. Hissa No.1 (part), 2(Part), 3, 5.7, 8, & 9 (Part) corresponding Car. So. No.837 within the limits of the L Ward of the Municipal Corporation of Greater Mumbai.

SECONDLY all that pieces and parcels of land or hereditaments and premises together structures thereon situate, ly and being at Revenue Village Mohili, Taluka-Kurla, in the registration District Mumbai and Sub-District Mumbai Suburban admeasuring 497.89 Sq. Meters comprising original Survey No.5, Hissa No. 6 corresponding C.T.S. No.837 (Part) within the limits of the L Ward of the Municipal Corporation of Greater Mumbai.

THE SECOND SCHEDULE ABOVE REFERRED TO:

("the said Premises")

Apartment/Flat No. 1006 "B" Wing on 10th Floor of the proposed building to be known as "SWAMINARAYAN DHAM" admeasuring 516.25 sq. ft. of carpet area as shown in the Plan annexed as Annexure "6" here to which building is being constructed on the Subject Properties described in the First Schedule hereinabove referred to. The Carpet Area means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts and exclusive open terrace area appurtenant to the said Apartment (if any) for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment as specified under the RERA, 2016.

THE THIRD SCHEDULE ABOVE REFERRED TO:

("Real Estate Project Amenities")

- ✓ ROOF GARDEN
- ✓ GYM FULLY EQUIPMENT
- ✓ GRAND ENTRANCE LOBBY
- ✓ ELEVATOR (LIFT)

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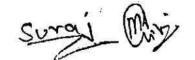
Age

eze 30	Attings and amenities within the said Prem
O ? SAREA	SPECIFICATIONS
KITCHEN	Countertop in Kitchen with Stainless Steel Sink.
BEDROOMS	Tiles Flooring in the bedrooms. Electric Points for essential Appliances.
Living Dining	Tiles Flooring in the Living room. Stylish Designed Glass Railing for French Windows. Sliding Windows with Aluminum Frames. Video Door Phone. Electric Points for essential Appliances. Plastic Emulsion Paint.
Teilen Bathao m	Anti-Skid Flooring in Shower Area. Waterproof Wall Tiles in Bathrooms. Branded Sanitary Ware. Jaguar or Equivalent Brand CP fittings. Plastic Emulsion Paint.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

("Meaning of the Terms and Expressions defined in this Agreement")

Sr. No.	Terms and Expressions	Meaning and Description
1.	Name, address and e-	Name: ARA BUILDERS PVT LTD
	mail-id of the Developer	Address: 102, 1st Floor, Rajveer
)t	- AS	Royals, Andheri Ghatkopar Link Road,
		Near Dragonfly Hotel - The Art Hotel,
	¥	Andheri (East), Mumbai – 400 093.
		E-mail: ara.builders2021@gmail.com
2.	Name, address and e-mail	Name:Mahendra Kumar Shreeram Giri
	id of the Allottee/s	. & Suraj Mahendra Giri
	* a	Address: F/1, Sai Leela CHS,90 ft
	2	Road, Lal Bahadur Shastri Nagar, Kurla
	1 .	West, Mumbai 400072.
	20	E-mail:girimahendra4079@gmail.com





	* -	4	
3.	Wing	"B"	983 C 33 Cy
4.	Real Estate Project	"SWAMINAI	ффффим"
		Certificate beat Dated 22/02/2	aring No. P51800033497
5.	Note: - Refer to other	8 8	
	relevant	79	STHE SUO-REGIST
	permissions/sanctions	* *	
	obtained .	6	
6.	Intimation of	CHE/ES/1920)/L/337(NEW)33
	Disapproval (IOD) Or	AMEND Date	ed 10/08/2023
	Intimation of	**	See 7
	Approval (IOA) Or		
	Any other applicable		
	permission		
7.	CC.(Commencement	CHE/ES/1920	0/L/337(NEW)/FCC/5/
	Certificate)	AMEND Dat	ed:10/11/2023
8.	The said Premises (agreed	As described	in the Second Schedule
	to be allotted to the	above referre	d to
	Allottee)		
9.	Sale Consideration for the	Rs.97,92,80	0/-(Rupees Ninety Seven
	said Premises (excluding	Lakh Ninety	Two Thousand Eight
	government taxes, levies,	Hundred Only	у)
	Passover expenses etc.)	(4-1	
10:	Possession Date	31/12/2025	
11.	Project Bank Account		Builders Pvt. Ltd. Swami
		Narayan Dha	5080
			000472500000019
_		Bank: YES B	
12.	PAN		AMCS2210H EHPG8277J
			LKPG0249K

THE SIXTH SCHEDULE ABOVE REFERRED TO:

("Schedule/manner of payment of Sale Consideration by the Allottee to the Developer")

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9E3e	Payment Schedule (Mile	estone) (Percentage) %
२०२४	1. The Time of Booking	19,58,560
	2. Completion of Plinth	9,79,280
ts	3. Completion of 1st Slab	6,85,496
(A)	4. Completion of 2nd Slab	6,85,496
	5. Completion of 3rd Slab	6,85,496
89	6. Completion of 4th Slab	6,85,496
	7. Completion of 5th Slab	4,89,640
g* .*	8. Completion of 6th Slab	4,89,640
SUB-RE	Q. Completion of 7th Slab	4,89,640
S A STATE STATE	Completion of 8th Slab	3,91,712
St. Com France	Completion of 9th Slab	3,91,712
The same	Completion of 10th Slab	3,91,712
SUBURBAN DE	Completion of 11th Slab	2,93,784
. •	14. Completion of 12th Slab	2,93,784
	15. Completion of Brick and plaster	Work 2,93,784
8 2	16. Completion of Electrical & Plum	nbing Work 2,93,784
	17. Possession	2,93,784
	A Committee of the Comm	

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

("Being the list of the "Other Charges" to be paid by the Allottee in accordance with this Agreement")

PAYABLE BEFORE RECEIVING POSSESSION OF THE SAID PREMISES: -

in:	PART-A	3
Sr. No.	- Particulars	Amounts
1.	Legal & Other Charges (including GST)	50,000
2. ·	Expenses for formation of the Society	100 110 100
. 3.	Charges towards installation of Electric Meter, Water Meter & Gym Equipment etc. (Including GST)	1,83,287

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		1.	ः करल	-3		
4.	Maintenance/Outgoings/Charges (Including GST) for a period of 12 mo	9£	્રે ફ્લ.જે લ રે8	W	ಉ	4 miles
	in advance		-	P. N		Ļ
	TOTAL		2,99,367	7		

	PART-B	n .	
Sr. No.	Particulars	Amounts	
1.	Share Application and Entrance Fees of the said Society	600	THE SHAPE AND A SH
2.	Corpus Fund (if any)	0	
	TOTAL	600	

SIGNEDANDDELIVERED

By the within named THE DEVELOPER

ARA BUILDERS PVT. LTD.

its Authorized Mrs. Anjali Gupta

in the presence of......



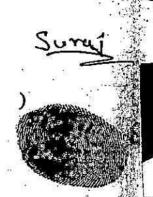
By the within named

Mr. Mahendra Kumar Shreeram Giri

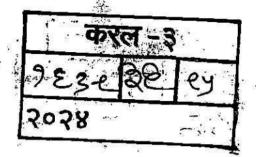
Mr. Suraj Mahendra Giri

In the presence of...









RECEIPT

RECEIVED of and from the within named Allottee/s an aggregate sum of Rs. 3,64,190/- (Rupees Three Lakh Sixty Four Thousand One Hundred Ninety Only) vide following cheque/ Transfer in our favour towards on account payment of the Purchase Price amount as mentioned in Fifth Schedule.

Sř. No.	Date	Mode of Payment (Cheque/Cash/ RTGS/NEFT)	Name of the Bank	Amount	
r	06-11-2023	Chq. No. 259322	Union Bank of India	1,00,00	
2	25-11-2023	Chq. No. 609020	State Bank of India	2,64,19	
	-70-350	TOTAL		3,64,190/	

(*) Subject to realization of Cheque and receipt of TDS Certificate

WE SAY RECEIVED

For ARA BUILDERS PVT. LTD.

Authorized Signatory



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Hevelopment applies in Javour of MIS Spenies Residency IP-Lid-(Now re-named as

ার Buildens P_Ltd.)

কিন্তু (Lete Born for 30 years as per available records is annexed thereto as Ann A

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All thereprece or purcel of land with Constitution pearing CTS No.837 (Original Survey No.8 14 No.10 apr). 2 (Pearl), 9, 5, 7, 8, 9(P) 4898 AT \$4, 4005, and 1215 No.837/P-497.89.49. mus. (Original Survey no.5, II) No.6), both of Village Mahin, Takaka Kunta. Dist. Mumbal Suburbs:

Dated at Mumbal on this 2th day of December, 2022

Your Hily.

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WANDRUMAR, P. MERAN PLCOM, WASH, CARD SAVEAR DOCK COURS, Microbal MAST Intro Communical Coregovo: East, Mumba

> Note: Report is too dee of Addressee anly Report is provide don the basis of copies Of documents perused



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) yayya; - 1 <u>317</u> \$100\0.6 3.16.17.17	সাত দৃদ্ধ হাওকে ছে ছে তি- কাদক দেইছে নিস্কৃত্ত দেই কভিকছাত ত্ত্তেপি পাদদত ইয়ে গ্রেম্বাজ্যনা দি দি দি দৃষ্ধেশ দেই ঠিকিচন জ্ঞাহ চকিদিদাককণী দি গং. ক.ছ. দি ফিল্ড ৪৮০১ তেওকে —কাদুহী ফুড্ডেওডেওছে? চুক্তিক দিহ ইক্যাস্স্প . দি দি ০.৪৪৭ ফিল্ড হিলি দি ৪.১৪৭১৩৩১ কাদুহী দিয়াহ . ঠিক কেচ্চাছ . দি দি এ.৪২৭৭ তিন্দু কিক্সদাক . দি কি এ.৪২০ দিক দেই ঠিকিছে
प्रसप्तक्त चिरम - १९२७६ इ.सृम	प्राञ्चित कर्ना के प्रमुख्य के प्राप्त के प्रमुख्य के स्वाप्त के स्वाप्त के कि कि कि के कि कि के कि कि के कि

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Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT 2028 FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number : P51800033497

Project:SWAMINARAYAN DHAM , Plot Bearing / CTS / Survey / Final Plot No.:837 at Andres Suburban, 400072; ::

- 1. Ara Builders Private Limited having its registered office / principal place of business at Mumbal Suburban, Pin: 400093.
- 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 allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashua (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 22/02/2022 and ending with 30/12/2025 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 Sloved by Dr. Vaşarık remanand Prabhu (Secretary MahaRERA) Date:22-02-2022 13:27:56

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

Dated: 22/02/2022 Place: Mumbai

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MUNICIPAL CORPORATION OF GREATER MUNICIPAL CORPORATION OF GREATER

Office of the Dy. Chief Fire Officer - (R-V), Wadala Fire Station, Shaikh Mistry Dargan Road, C.G.S. Colony, Opposite MHADA Colony, Antop Hill, Wadala (East), Mumbai -400 037.

Telephone No. 24132058, Fax No. 24153027.

Sub: Stipulating Fire-Protection measures & Fire-Fighting Safety requirements to the Revised Building plans to the Construction of High-Rise Composite Buildings Use Wing A & B, High-Rise, Wing C Low-rise Composite Stipulation of High-Rise, Wing C Low-rise Composite Stipulating Stipulating Stipulating Stipulating Fire-Protection measures & Fire-Fighting Safety Revised Stipulating Fire-Protection Measures Fire-Fighting Safety Revised Stipulating Fire-Protection Measures Fire-Fighting Stipulating Fire-Protection Fire-Fighting Stipulating Fire-Protection Fire-Fighting Fire-Protection Fire-Fighting Fire-Protection Fire-Fighting F

Wing D & E Low-rise residential)/ Wings on C.T.S. Nos. 837, of Village Mohili,

Road, Kurla (W), Mumbal.

Ref: Letter from Mr. Jay H. Solanki: Ar

Concrete Designs

File No. CHE/ES/1920/L/337(NEW)

Mr. Jay-H. Solanki, Architect for M/s. Concrete Designs.

In this case, please refer to this office Fire-Protection measures & Fire-Fighting Safety requirements issued u/r. no. FB/HR/R-V/123 dated 04/09/2015, for the Construction of High-Rise Residential Sale Building & Low-Rise Economical Weaker Section Building (E.W.S. Building), with Common 03 level basements for Horizontal car parking by using 02 Caralifts (Located in Wing 'C'), U.G. Tank, S.T.P. Plant & Fan room etc. High-Rise Residential-Sale-Composite Building, comprising 02 Wings, designated as Wing 'A & B'. Wing 'A' & Wing 'B', having common 03 level basements for car parking by using 02 car lifts + Ground floor Commercial offices + 1st to 11th upper floors, with a total height of 35.70 mtrs. from general ground level up to terrace level & Low-Rise Economical Weaker Section Building (E.W.S. Building) i.e., Wing 'C' having Common 03 level basements for car parking by using 02 car lifts + Ground floor for shops & Car lifts + 1st to 5th floors + 6th part floor with a total height of 21.20 mtrs. from general ground level up to terrace level & proposed Electric sub-station.

Now the Architect has submitted Revised plans for approval, as follows:

This is Proposal for the Construction of High-Rise Composite Buildings / Wings, comprising of 05 Wings, designated as High-Rise Residential Wing 'A & B', Low Rise Commercial Wing 'C & Low-Rise Residential Wing 'D & E'.

The High-Rise Composite Buildings / Wings are having Common Part Basement (-03.90 mtrs.), thereafter the Building / Wings divided on to 03 different structures i.e., High-Rise Residential Wing 'A & B', Low-Rise Commercial Wing 'C' & Low-Rise Residential Wing 'D & E'.

The High-Rise Residential Wing 'A & B' are having Common Ground floor on stilt & thereafter, both wings are having 1st to 12th upper floors each, with a total height of 39.15 mtrs. measured from ground level up to terrace level. The Low-Rise Commercial Wing 'C' having Ground floor + 1st to 9th upper floors, with a total height of 31.98 mtrs. measured

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From ground level up to terrace level, along-with Automated Mechanized Car Parking Tower with a total height of 31.98 mtrs. up to top of Machine room level. Low-Rise Residential Wing D & E' are having Common Ground floor on still & thereafter, both wings are having 1s to 5s upper floors with a total height of 30:45 mtrs. measured from ground-level up to terrace level.

The description of High-Rise Composite Buildings / Wings are as follows: Building Composition Table:

Building;	Description of each building;	Height of the Building;
High Rise Residential Wing A	Common Part Basement + Common Ground floor on stilt & thereafter both wings are having 1st to 12th upper floor.	39.15 mtrs.
Low Hise	Common Part Basement + Ground floor + 1st to	31.98 mtrs.
Automored and Particular Car Particular Toylor Annexed to Wing	Automated Mechanized Car Parking Tower with Pit:	31.98 mtrs:
Low-Rise Residential Wing 'D & E'	Common Part Basement + Common Ground floor on stilt & thereafter both wings are having 1st to 9th upper floor	30.45 mtrs

The Details of Occupancy for the Proposed High Rise Composite Buildings / Wings are as follows:

	High Rise Residential V	Ving 'A & B'			
Floors;	Occupancy per floor for building:/ wing:				
FIUUIS,	Wing 'A'	Wing 'B'			
Part Basement (-03.90 mtrs.).		For Services i.e., Underground water storage tanks, Fire Pump room for Wing A & B & for Hydro Pneumatic System for Domestic & Flushing tank along-with Fresh Air & M.V. Duct cutouts at ceiling, Service Shaft cutouts & Services.			
Ground floor part on stilt	Stilt for 02 Tier Stack car parking	ar panels, Fire pump switch panel, & & 03 Tier Stack car parking with pit Above & 01 in Pit).			
1 ^s floor.	06 nos. of Residential flats.	05 nos of Residential flats & 01 Fitness center			
2 nd to 7 th & 9 th to 12 th floors.	06 nos. of Résidential flats on each flòor.	06 nos of Residential flats on each floor.			
8 th floor.	05 nos. of Residential flats	05 nos of Residential flats & 01 Society office			
i an i i i i i	& Common Refuge area.				
Terrace.	Overhead Fire-Fighting tank & Part terrace, Open to sky				

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Part Basement (-03.90 mtrs.). Ground floor. Poccupancy per floor for wing: For Services i.e., Underground water storage tanks & Fire Pump roof for Wing 'C' & For Pit of Automated Mechanized car parking tower with Pit (-02.50 mtrs.) along-with Fresh Air & M.V. Duct cutoute ceiling, Service Shaft cutouts & Services. For Entrance lobby, Space for Meter panels, Fire pump switch panels & 02 nos. of Offices.		Low-Rise Commercial Wing 16	1
Part Basement (-03.90 mtrs.). Ground floor. For Services i.e., Underground water storage tanks & Fire Pump roof for Wing 'C' & For Pit of Automated Mechanized car parking towe with Pit (-02.50 mtrs.) along-with Fresh Air & M.V. Duct cutouts ceiling, Service Shaft cutouts & Services. For Entrance lobby, Space for Meter panels, Fire pump switch parts & 02 nos. of Offices.	Floors;	Occupancy per floor for wing:	1
Ground floor. For Entrance lobby, Space for Meter panels, Fire pump switch panels & 02 nos. of Offices.		for Services I.e., Underground water storage tanks & F for Wing 'C' & For Pit of Automated Mechanized car p with Pit (-02.50 mtrs.) along-with Fresh Air & M.V. Du ceiling, Service Shaft cutouts & Services.	arking tower act cutout at
		For Entrance lobby, Space for Meter panels, Fire pump	SWINCH DANIES
Total Contribution of the	1st to 9th floors.	For 01 Commercial office on each floor.	
Terrace: Open to sky.	Terrace.	Open to sky.	1 TO 1

	Low-Rise Residential Win	ng 'D & E'		
Floors;	Occupancy per floor	r for building / wing:		
	Wing 'D'	Wing 'E'		
Part Basement (-03.90 mtrs.).	Fresh Air & M.V. Duct cutouts a	rooms for Wing D & E along-with t ceiling, Service Shaft cutouts & vices.		
Ground floor part on stilt Entrance lobbies, 02 Electric meter panels, Fire pump switch part part on stilt Stilt for 02-03 Tier Puzzled & Stack car parking with pit (02 Abo 01 in Pit).				
1st to 9th floors.	04 nos. of Residential flats on each floor.	04 nos. of Residential flats on each floor.		
Terrace.	Open	to sky		

Details of Staircase & Lifts are as follows:

·Building:/ Wings	No. of staircase	Type of staircase	Width	From - to
		gh Rise Residen	tial Wing	A & B'
Wing 'A'	-01	Enclosed (Naturally Ventilated)	01.50 mtrs.	Leading from Basement leve to Terrace level.
Wing 'B'	. 01	Enclosed (Naturally Ventilated)	01.50 mtrs.	Leading from Basement leve to Terrace level.
聚	<u>L</u>	ow-Rise Comm	ercial Wind	1 'C'
Wing 'C'	01	Enclosed (Naturally Ventilated)	01.50 mtrs.	Leading from Basement leve to Terrace level.
8 0 3	01	Enclosed (Naturally Ventilated)	01.50 mtrs.	Leading from Ground level to Terrace level.
Automated Mechanized Car Parking Tower.	01	R.C.C. Ladder.	01.00 mtrs.	Leading from Ground level up to top of the Car Parking Tower level

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	(1) - 3 - 1 0	w-Rise Reside	ntial Wing '	D.& E'
9mm gg	NA e	پ Open		Leading from Basement-level to Terrace-level.
፞ ጞፙቘ	01	Open	01.50 mtrs.	Leading from Basement level to Terrace level.

The proposed staircases of each building / wing as shown in plans are enclosed type & are externally located & adequately ventilated to outside air.

No. of Lifts	Passenger Lift	Fire Lifts	From - to
8	High Rise Resid	lential Wing	A & B'
03	01	02	Leading from Ground level up to:Top Habitable floor level.
1 E0 F	≎%01.	02	Leading from Ground level up to Top Habitable floor level
2) 8	Low-Rise Cor	nmercial Win	g/C
£ 03.8	01	02	Leading from Ground level up to Top:Habitable floor level.
and continue	Low-Rise Resid	lential Wing	D & E'
02	01	01	Leading from Ground level up to Top Habitable floor level.
02 .	01	. 01	Leading from Ground level up to Top Habitable floor level.
	Lifts 03 FG/S-1 FG/S-1	Lifts Lift High Rise Residence 03 01 Colstant Description 04 01 Low-Rise Core 03 01 Low-Rise Residence 02 01	Lifts Lift High Rise Residential Wing 03 01 02 103 01 02 Low-Rise Commercial Wing 03 01 02 Low-Rise Residential Wing 02 01 01

The entire plot / layout abuts on 21.34 mtrs. Andherl-Kurla Road on East-side, each Building of Proposed Composite Building is having separate structure, which are accessible by side open spaces.

The side open spaces around the High-Rise Residential Wing A & B are as under

The Proposed High Rise Residential Wing 'A & B', are accessible through side open spaces varying from 07.94 mtrs. to 12.20 mtrs. on South side, as shown on the plan.

	High Rise Residential Wing 'A & B'
Sides	Building line to Plot boundary;
North	03.67 mtrs. to 05.77 mtrs.
South	08.37 mtrs. including R.G. to 12.20 mtrs. Joint open space up to Low-Rise Residential Wing 'D & E'.
East	06.00 mtrs. to 12.52 mtrs.
Lust.	OUTOU THAT TO THE TOTAL TH

The side open spaces around the Low-Rise Commercial Wing C. are as under:

The Proposed Low-Rise Commercial Wing 'C', Partly abuts on 21.34 mtrs. Andheri-Kurla Road on East side, as shown on the plan.

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Low-Rise Commercial Wind Q &					
Sides	Building line to Plot beandary				
North	09.00 mtrs. Joint open space up to High Rise Residential Wing 'A & B', to 10.80 mtrs.				
South	01.52 mtrs. from Automated Mechanized Car Parking Tower, to 04.77 mtrs.				
East	04.31 mtrs. including R.G. to 07.49 mtrs. + 21.34 mtrs. Andheri-Kurla Road				
West 07.02 mtrs. to 08.55 mtrs. Joint open space up to Low-Rise Resident					

The side open spaces around the Low-Rise Residential Wind of a sunder:

The Proposed Low-Rise Residential Wing 'D & E', are accessible the spaces varies from 07.94 mtrs. to 12.20 mtrs. on North side, as shown the

34	Low-Rise Residential Wing 'D & E'
Sides	Building line to Plot boundary;
North	08.37 mtrs. including R.G. to 12.20 mtrs. Joint open space up to High-Rise Residential Wing A & B'.
South	05.88 mtrs, to 08.71 mtrs, including R.G. & Paved R.G.
East	07.02 mtrs. to 08.55 mtrs. Joint open space up to Low-Rise Commercial Wing 'C' including Paved R.G.
West	07.38 mtrs. to 07.92 mtrs.

The Common Refuge area provided for Proposed High Rise Residential Wing Av& B are as follows:

Floors;	Refuge area in Sq. mbs. (Required)	Refuge area in Sq. mtrs. (Proposed)	At the height of Refuge levels from ground level in mtrs.
8th floor.	112.11 sq. mtrs.	112:11 sq. mtrs.	24.65 mtrs.
In addition	to above, terrace of the built verify the R	lding treated as refuge ar lefuge area calculation.	ea. E.E. (B.P.) E.S., shall
	xcess refuge area shall be).C.P.R. 2034.

> The proposal has been considered favorably taking into consideration the following:

- 1. Fire Safety Requirements u/r. no. FB/HR/R-V/123 dated 04/09/2015 for the proposal-was-already issued by this office.
- The entire plot / Jayout abuts on 21.34 mtrs. Andheri-Kurla Road on East side, each Building of Proposed Composite Building is having separate structure, which are accessible by separate side open spaces varies from 07.94 mtrs. to 12.20 mtrs, which are well accessible for firefighting in case of emergency.
- 3. The Proposed High Rise Residential Wing 'A & B', is accessible through side open spaces varies from 07.94 mtrs. to 12.20 mtrs. on South side, & The Proposed Low-Rise Residential Wing 'D & E', is accessible through side open spaces varies from

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30_12.20 mtrs. on North side, which are well accessible for firefighting

ng shall be protected with advance in built Fixed Fire Highling system Wet riser cum down comer system.

02 hours fire resistance shall be provided for Staircase doors, Office entrance doors France & Kitchen doors.

The fire resistance rating for staircase F.R.D., lift lobby / protected lobby & the lift

doors shall be as per N.B.C. Provisions.

The Automatic sprinkler system shall be provided in each habitable room of each Residential flat of Wing A & B, entire Commercial Office premises of Wing 'C', Society office, Fitness center, entire lift lobby / common passage at each floor level of each wing as well as in entire car premises of the building / wings including Automated Mechanized car parking tower of Wing 'C'.

tomatic shoke detection system shall be provided in entire Commercial office premises Electric meter rooms, Lift Machine rooms, Pump rooms, Society office, Pliness centre & entire lift lobby / common corridor of each floor of the entire common corridor of each indicator & same should be connected to main consol panel on ground floor of each

Dillong Wing, as per I.S. Specification.

in destrical states, shall be provided with electrical cables of low smoke hazard tant. Automatic Smoke detection system incorporate with response serall be installed in electric duct on each floor level & same shall be sealed with 02 hours fire rating vermiculate cement.

10. Efficient P. A. System is recommended for entire building with standard Building

Management System for Low-Rise Commercial Wing 'C'.

11. Feasible, active & passive fire-protection & fire-fighting requirements or any additional fire recommendation / requirements if any for proposed building will be recommended in future from Mumbal Fire Brigade Officer before Final Occupation

In the view of the above, as far as this Department is concerned, there would be no objection for the Construction of High-Rise Composite Buildings / Wings, comprising of 05 Wings, designated as High-Rise Residential Wing 'A & B', Low-Rise Commercial Wing 'C' & Low-Rise Residential Wing 'D & E', as details shown on enclosed plans, signed in token of approval, subject to satisfactory compliances of the following requirements.

1. All the Fire-Protection & Fire-Fighting requirements stipulated for proposed building vide Recommendation letter of Fire Safety measures u/r. no. FB/HR/R-V/123 dated 04/09/2015, shall be treated as cancelled & compliance of the following requirements stipulated by this Department.

2. ACCESS:

There shall be no compound wall at all Road side / Internal Access Road.

- ii. There shall not be any of the trees obstructing maneuvering of fire appliances.
- iii. All access & fire tender access should be free of encumbrances.

3. COURTYARDS, (Separate for each Buildings / Wings):

. 1 3.4

i. The available courtyards / open space, paved R.G. on all the sides of the building shall be paved, suitably to bear the load of fire engines/-Special appliances upto with load of 48 kgs. / sq. cms.

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9. LIFTS (For-Wing A, B, C, D & E):

PASSENGER LIFT:

- i. Walls enclosing lift shaft shall have a fire resistance of not less than 02 hour.
- ii. Shafts shall have permanent vent of not less than 0.2 sq. mtrs. in clear area immediately under the machine room.
- iii. Landing doors & lift car doors of the lifts shall be of steel shuttered with fire resistance of 01 hour. No collapsible shutter shall be permitted.
- iv. Fire lifts shown in the plan shall be as per specifications laid down will be regulations, a toggle switch shall be provided to this lift for the use of the plan.
- v. Threshold of non combustible material shall be provided at the entrance landing door.

FIREURS:

- i. Walls enclosing lift shafts shall have 02 hours fire resistance.
- ii. The shafts shall have permanent vent equal 0.2 sq.mtr. clear area under une Lift
 Machine room.
- iii. Landing doors & lift car doors shall be of steel shuttered type with 01 hour fire resistance. No collapsible shutters shall be provided.
- iv. To enable fire services personnel to reach the upper floor with the minimum delay, one fire lift shall be provided & shall be available for the exclusive use of the firemen in an emergency & the directly accessible to every dwelling of each floor.
- v. The lift shall have a floor area of not less than 01.40 sq. mtrs. with a minimum dimension of 01.12 mtrs. It shall have loading capacity of not less than 545 k.g. (08 Persons lift) with automatic closing doors.
- vi. There shall be an alternate electric supply of an adequate capacity apart from the normal electric supply the building & the cables run in a route safe from fire, i.e. within the lift shaft in case of failure normal electric supply, it shall automatically trip over to alternate supply.
- vii. The operation of fire lift should be by a simple toggle or two button switch situated in glass-fronted box adjacent to the lift at the entrance level. When the switch is on, landing call points will become inoperative and the lift will be on car control only or on priority control device. When the switch is off, the lift will return to normal working. This lift can be used by the occupants in normal times.
- viii. The words 'Fire lift' shall be conspicuously displayed in florescent paint on the lift landing door at each floor level & Threshold of non combustible material shall be provided at the entrance of each landing door.
- ix. Passenger lifts shall be converted into Fire Lift for each building / wing conforming to relevant regulations.

10: STACK CAR PARKING WITH PIT, (For High Rise Residential Wing A & B, & Low-Rise Residential Wing D & E'):

i. Structural design: The SA-FAMCP shall be constructed of structural steel construction.

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separation for SA-FAMCP having multi- car parking levels, vertical separation between upper & lower decks by using the non perforated & no combustible materials. (Structural steel plate) shall be provided. This is to minimize tirect impingement of frame to the car in the upper deck & also to prevent dripping sible leaking fuel to the lower deck.

iii. Stack car parking shall be protected with automatic sprinkler system.

iv. Elements of the stacked car parking structure shall have 01 hour fire resistance.

v. Parking area shall be accessible by trained staff when carrying out the maintenant work...

The parking system is to be ceased during the maintenance operation.

MECHANIZED PUZZLE CAR PARKING with PIT (For Low-Rise Residentia Wing 'D & F'):

i. All the structural steel members of the parking block i.e., columns, beams, extern cladding with coated steel sheets etc. shall be protected with the fire resisting retained in the sale and methods as stipulated under relevant I.S. specification. A ering the that ever ect that the fire resistance protection has been provided as above that beginnished from the Chartered Structural Engineer.

Drainage of the carrowrking area shall be laid independent from that of the buildings & tishall the provided with catch pit & fire trap before connecting the building drainage of the building drainage.

elking to aked light / flame, repairing / maintenance of vehicles shall be strengerebibites in the parking area.

iv. Structural design shall be constructed of steel construction.

v. Vertical deck separation having multi car parking level, vertical separation between the upper & lower decks by using the non-perforated & non-combustible materials. (Structural steel plate) shall be provided. This is to minimize directal mpingement of flame to the car in the upper deck & also to prevent dripping of any possible leaking fuel to the lower deck.

vi. The cars shall be separated by perfect partition of 4.5 mm thick steel pallets between

two cars, to prevent spread of fire from one level to next level.

vii. The electrical cables used internally shall be fire retardant, & heat resistant of 105 degree centigrade.

viii. Stopperzshall be installed on each pallet for the maximum position to which the car

can be driven onto the pallet.

ix. Blue & Red display lamps indicating whether system is ready to accept the car shall be installed at the entry point of the car. When the red lamp is on, car should not enter into the tower.

x. Automatic sprinkler system conforming to the standards lay down by T.A.C. & relevant I.S. specification shall be provided with sprinkler head at each level below each pallet on engine side & side wall shall be provided with medium velocity water spray projector system.

xi. Fire detectors (Heat) shall be installed below each pallet to detect any increased temperature beyond 80 degrees centigrade Control Panel on the ground floor.

xii. A fire service inlet for sprinkler of puzzle can parking on the external face of the building directly fronting the courtyards shall be provided to connect the mobile pump of the fire service to the sprinkler riser of puzzle car parking.

xiii. The car's engine shall be shut off at ground level before parking at higher level.

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ii. All the courtyards shall be in one plane & mandatory op 200 hall be clear dany obstructions including tree.

iii. The courtyards shall be kept free from obstruction at all times.

4. STATRCASE (Separate for each Buildings / Wings):

i. The flight width of staircase shall be maintained, as shown in the enclosed plans.

ii. The layout of staircase shall be enclosed type for High-Rise Residential Wing A & B' & Low-Rise Commercial Wing 'C', as shown in the plan throughout its height approached (gained) at each floor level at least 02 hours fire resistant self-closing door placed in the enclosed wall of the staircase.

iii. The layout of staircase shall be open type for Low-Rise Residential Wing D&E

iv. Externally located staircases & lobbies adequately ventilated to outside 31

v. Permanent vent at the top equal to 5% of the cross-sectional area shall be provided.

vi. Open-able sashes or R.C.C. grills with clear opening of not less than 0.5 sq. landing on the external wall of the staircase shall be provided.

vii. No:combustible:material shall be kept or stored in staircase / passage & shall be kept unobstructed all time.

The staircase door at terrace level shall be provided in the manner as follows:

The top of portion of the door shall be provided with louvers.

- ii. The single latch lock shall be installed from the terrace side at the height of not more than 01.00 mtr.
- iii. The glass front of 6 inch dia. with the breakable glass shall be provided just above the single-latch lock; as to open the latch in emergency.
- lv. The door shall either be fitted with magnetic lock or shall be synchronize with fire detection & alarm system.

5. CORRIDOR / LIFT LOBBY, (Separate for each Buildings / Wings):

i. Corridor / lift lobby at each floor level shall be naturally ventilated.

- ii. The common corridor / lift lobby at each floor level shall be kept free from obstructions at all times.
- Proper signage's for way to staircase, escape routes, staircase, floor nos. etc. shall be provided at each floor of building.
- iv. Self glowing / fluorescent exit signs in green color shall be provided showing the means of escape for entire building.
- v. Portable lights / instant lights shall be provided at strategic locations in the staircase as well as Common Corridors / Lift lobbies / Common Passages.

6. STAIRCASE AND CORRIDOR LIGHTINGS, (For Wing A. B. C. D & E):

I. The Common Corfidors / Lift lobbles / Common Passages lighting shall be on separate circuits & shall be independently connected so that they could be operated by one switch installation on the ground floor control room easily accessible to fire fighting staff at any time irrespective of the position of the individual control of the light points, if any.

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Lift Lobbies / Common Passages lighting shall also be connected palternate power supply.

Noble throw switches should be installed to ensure that lighting in the staircase & the corridor do not get conflected to two sources of supply simultaneously. A double throw switch shall be installed in the service room to terminate the stand-by-supply.

iv. Portable lights / instant lights or Battery / UPS operated lights shall be provided at strategic locations in the staircase & lift lobby of each floor.

7. FLATS, OFFICES, KITCHEN, VARIOUS AMENITY ROOMS & STAIRCASE ENTRANCE DOORS, (For Wing A. B. C. D & E):

i. All entrance doors including Flats & Kitchen Doors (if provided) of Wing A, B, D & E, Various Amenity rooms, Staircases of Wing A, B & C, shall be of solid core having fire resistance of not less than 02 hour.

ii. The genesis incerrating for staircase F.R.D., Lift lobby / protected lobby & the lift coals shall be as per N.B.C. provisions.

- Electric cable sharts & METER ROOM (For Wing A. B. C. D. & E.):
 Electric cables sharts shall be exclusively used for electric cables & should not open in arcase enclosyre.
- inspection doors so electric shafts shall have 02 hours fire resistance.
- vernisation of the sealed at each floor level with no-combustible materials such as vernisation concrete. No storage of any kind shall be done in electric shaft.
- iv. Electric wiring / cable shall be non-toxic, non-flammable, low smoke hazard having copper core / fire resistance for the entire building with provision of E.L.C.B. / M.C.B.
- v. Electric Meter Rooms shall be provided at ground floor & shall be adequately ventilated & easily accessible.
- vi. Low & medium voltage wiring running in shaft & in false ceiling should run in separate conduits.
- vii. Electric wiring shall be having copper core having the fire resistance & low smoke hazard cables for the entire building, with the provision of E.L.C.B. / M.C.B. Low & Medium voltage wiring running in shaft & in false ceiling should run in separate conduits.
- viii. Water mains, telephone lines, intercom lines, gas pipes or any other service line should not be laid in the duct for electrical cables, use of bus bar / solid rising mains instead of cables is preferred.
- ix. Separate circuits for fire-fighting pumps, lifts, staircases & corridor lighting & blowers for pressurizing system shall be provided directly from the main switch gear panel & these circuits shall be laid in separate conduit pipes, so that fuse in one circuit will not affect the others. Such circuits shall be protected at origin by an automatic circuit breaker with its no-volt coil removed.
- x. Automatic smoke detector system shall be provided in each electric shall on each floor of each wing along with response indicator which shall be connected to main console panel board on ground floor level & each floor level.
- xi. Master switches controlling essential service circuits shall be clearly labeled.
- xii. Water mains, Telephone lines, Intercom lines, Gas pipes or any other service line should not be laid in the duct for electrical cables, use of bus bar / solid rising mains instead of cables is preferred."

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xiv. Only trained operator certified by company installing & the automatic car parking. 12 MECHANIZED CAR PARKING TOWER, (For Low Rise Commercial Wing C): louble ıly. i. All the structural steel members of the tower i.e., columns, beams, external cladding led at with coated steel sheets etc. shall be protected with the fire resisting / retardant materials & methods as stipulated under relevant I. S. specification. A certificate to that effect that the fire resistance protection has been provided as above shall be ASE furnished from the Chartered Structural Engineer. The cars shall be separated by perfect partition of 4.5 mm thick steel patters between two Cars, to prevent spread of fire from one level to next level. & E, The Mechanized Car Parking Tower has door at the bottom & covered opening Tifire. top to create natural drafts, to prevent spreading of fire. e°lift The electrical cables used internally shall be fire retardant & hear degree centigrade.

Emergency Stop switch shall be installed inside the auto parking system at the control panel for activation in case of any emergency, for the power cut of en in main motor & all operations to stop. Stopper shall be installed on each pallet for the maximum position to which the car can be driven onto the pallet. ch as Blue & Red display lamps indicating whether system is ready to accept the car shall be installed at the entry point of the car. When the red lamp is on, car should not enter iving into the tower. .B. Below mentioned Photo Sensors & devise shall be installed for: ately Photo Sensor Front-mounted on the front of the pallet. If the car entering in the nate.

- a. Photo Sensor Front-mounted on the front of the pallet. If the car entering in the tower goes beyond maximum permissible limit, it should be detected by the sensor & GO_BACK_indicator lamp should be activated. When the sensor is activated, the system should not operate at all.
- b. Photo Sensor Rear-mounted at the rear of the pallet. If the car has not fully entered onto the pallet, the same should be detected by this sensor & warning lamp GO AHEAD comes on to alerts the driver & prevents wrong parking. If this sensor is activated, the system should not operate at all.
- c. Photo Sensor Entrance Gate -To detect the entrance & exit of a person or car through a combination of photo sensors. This sensor should interlocks with the operation of the system in such a way that unless a person or a car comes out from the tower, the system trips automatically.
- d. Car Detection Sensor -Shall detect a car parked on the pallet.
- e. Door Protection Device -Is installed on the right of the pallet & when activated; shall prevent cardoor from opening during parking operation. Door Guard Sensor detect if the door protection device is activated. If not, the auto parking system should disabled from operating.
- f. Car Door Sensor to detect if a car door is in open position. If detected, the system should not work at all:
- g. Guidance Device: Shall be installed to broadcast as soon as the driver the car to correct location on the pallet & makes following announcements.

"PULL THE HAND BRAKE",
"STOP THE ENGINE",
"CLOSE THE DOOR"

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coments when driver enters the pallet to retrieve the car.

nkler system conforming to the standards laid down by N.B.C. & relevant I.S. specification shall be provided with sprinkler head at each level below each pallet on engine side.

x. Fire detectors (Heat) shall be installed below each pallet to detect any increased temperature beyond 80 degrees centigrade Control Panel on the ground floor.

A Drencher System shall be provided at each floor level at the periphery of Mechanized Car parking tower.

Dry riser of internal dia. of 10 cms. G.I. 'C' Class pipe shall be provided on external xii. platform with staircase on alternate car cage level with twin hydrant outlet & connected to the fire service outlet on the external face of the building directly fronting the courtyards shall be provided to connect the mobile pump of the fire service to the wet riser-cum-down comer.

The car's engine shall be shut off at ground level before parking at higher level.

xiv. Only trained operator certified by company installing car tower shall operate automatic. car parking.

BASEMENT:

The basement slab forming part of the courtyard shall be designed suitably to bear the load of the fire engine weighting up to the 45 m. tones.

stances from basement areas through staircase shall be gained through 02 hours fire resistant self closing door (45 mm thickness) placed in the enclosing walls of the

The pasement shall be used from the designated purpose. .

ive ill Natural sentilation to the basement shall be provided through side ventilators/voids/ went shaff / cutouts / trench.

cases of the basement shall be of enclosed type & entry to basement areas through 02 hours fire resistance self-closing door provided in the enclosed EBURBAN DE of the staircase.

In additions to the natural ventilation, mechanical ventilation shall be provided to the basement with 6 air changes per hour with an arrangement to accelerate the rate of

air changes to 12 per hour in the event of a fire emergency.

vii. In additions to the Natural ventilation, Mechanical Ventilation / Smoke Extraction System facilitating 10 air changes per hour in normal course & 20 air changes in case of fire shall be provided for basement & certificate to that effect shall be obtained from Chief Engineer (Mech. & Elec.) of M.C.G.M. & shall be submitted at the time of N.O.C. for occupation.

Each staircase & Lift lobby shall have Illuminated inverter operated Exit signs with IP54 enclosure. Luminance of the signages shall be such that they are visible form s

distance of 12 to 16 mtrs.

The Basement shall be properly lighted. All escape routes shall be lighted to have a minimum luminance of 2.5 lux & all such lights shall be connected to an emergency course such as better backed invertors or D. G. sets.

The ducts of the mechanical ventilations system shall be of substantial metal:gauge as

per the relevant I.S. standard.

The operating switches of the mechanical ventilation shall be located in the fire control xi. room with appropriate zonal indications.

Exhaust duct shall be provided to draw out exhaust at ground level of the basement.

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Suitable signage's shall be provided in the basemen exits etc. Automatic sprinkler system shall be provided in sprinkler system shall be installed as per the standard laid down by N.B.C. & relevan I.S. specifications. 14. SMOKE MANAGAEMENT SYSTEM, (For Low-Rise Commercial Wing 'C'): Escape routes like staircase, common corridor, lift lobbies, etc. shall not be used as return air passages. Direct expansion system shall not be used. ii. The ducting shall be constructed of substantial gauge / metal in accordant iii. 655:1963 metal air duct (devised). Wherever the ducts pass through fire walls or floors, the opening around the shall be sealed with fire resisting material such as vermiculite condete an gla A.C. ducting shall not pass-through staircase wall.

v. As far as possible metallic ducts shall be used even for return air instead above false ceiling.

vi. The material rused for insulating the ducts (inside or cutside) shall be used.

vi. The material used for insulating the ducts (inside or outside) shall combustible type such as glass wool or spun glass with neoprene facing etc.

vii. A.H.U.'s shall be provided of adequate size & shall be separate for each floor & air ducts for each floor / each theatre shall be separate & in no way inter connected with the ducting of any other floor.

viii. Automatic fire dampers shall be provided at the inlet of fresh air duct & the return air duct of each compartment on every floor. They shall be so arranged as to close by gravity in the direction of air movement & to remain tightly closed upon operation of a smoke detector.

ix. Air filters of A.H.U.'s shall be of non-combustible material.

x. A.H.U. room shall not be used for storage of any combustible material and shall be provided with half an hour fire resistance door.

xi. Inspection panel shall be provided in main trunking to facilitate the cleaning of the duct of accumulated dust and to obtain access for maintenance of fire dampers.

xii. No combustible material shall be fixed nearer than 15 cms. To any duct unless such duct is properly enclosed & protected with non-combustible material (glass wool) or spun glass with neoprene facing wrapped with aluminum foil of at least 3.2 mm thick & which does not readily conduct heat:

xiii. The AHU system shall be switch-off automatically when either sprinklers system or detector system operate.

xiv. There shall be adequate no of adequate arrangement of smoke & fire venting & enclosure of service duct etc.

15. FALSE CETLING (if provided), (Separate for each Buildings / Wings):

False ceiling if provided in the building shall be of non-combustible material. Similarly, the suspenders of the false ceiling shall be of no combustible materials.

16. MATERIALS FOR INTERIOR DECORATION / FURNISHING, (Separate for each Buildings / Wings);

The use of materials which are combustible in nature & may spread toxic fume / gases should not be used for interior decoration / furnishing, etc.

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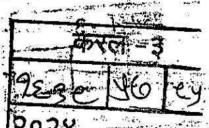
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7: COMMERCIAL AREA, (For Low-Rise-Commercial Wing 'C'):

- Necessary permissions for Fire Safety requirements, for licensable trade activity under Section 390 / 394 of MMC-Act., Addition / Alteration, Interior Work, etc. shall be obtained from competent Municipal Authorities.
- ii. No loft shall be constructed in commercial area i.e., office without prior permission of this Department's
- ili. Any addition or alterations in utility services, escape route shall be strictly done with prior permission & sanction of C.F.O. & other competent concerned authorities.

18. FIRE-FIGHTING REQUIREMENTS:

Sungerground Water-Storage Tank:

High Rise Residential Wing A & B:

A Gentinon Tunge ground water storage tank of 1,50,000 liters capacity shall be provided for High Rise Residential Wing 'A & B, & shall be as per the design specified in the rules with paffle wall & fire brigade collecting breaching.

ii. Dwa Rise Commercial Wing 'C':

An underground water storage tank of 1;00,000 liters capacity shall be provided for Low-Rise Commercial Wing 'C', & shall be as per the design specified in the rules with baffle wall & fire brigade collecting breaching.

iii. Low-Rise Residential Wing 'D & E':

A Common underground water storage tank of 50,000 liters capacity shall be provided for Low-Rise Residential Wing 'D & C', & shall be as per the design specified in the rules with baffle wall & fire brigade collecting breaching.

b) Overhead Water Storage Tank:

I. High-Rise Residential Wing A & B:

en la facilità a marine di Salandaria di California.

An Overhead water storage tanks of 30,000 liters capacity each for wing of High-Rise Residential Wing 'A & B', The design & layout shall be got approved from H.E.'s Department prior to erection. This tank shall be connected to the wet riser through a booster pump through a non-return valve & gate valve.

ii. Low-Rise Commercial Wing 'C':

Separate Overhead, water storage tank of 30,000 liters capacity for Low-Rise Commercial Wing 'C', The design & layout shall be got approved from H.E.'s Department prior to erection. This tank shall be connected to the wet riser through a booster pump through a non-return valve & gate valve.

iii. Low-Rise Residential Wing 'D & E':

Overhead water storage tanks of 15,000 liters capacity for each for wing of Low-Rise Residential Wing 'D & E', The design & layout shall be got approved from H.E.'s

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Department prior to erection. This tank shall be connected to booster pump through a non-return valve & gate valve.

iv.::Wet-Riser-Gum-Down:Comer (Separate for High-Rise Residential Wing A & B) Low-Rise Commercial Wing 'C' & Low-Rise Residential Wing 'D & E:

Wet riser cum down comer of internal dia. of 15 cms. of G.I. 'C' Class pipe shall be provided in the duct adjoining each staircase, with twin hydrant outlet & have rees a each floor in such a way as not to reduce the width of the common corpor reducing discs on orifices shall be provided at lower level, so as no so exceed the pressure of 5.5 kgs. per sq. cms.

c) Fire Service Inlet (Separate for High-Rise Residential Wing A & Commercial Wing C' & Low-Rise Residential Wing D & E::

- i. A fire service inlet on the external face of the building near the tank discovarioning the countyards shall be provide to connect the mobile pump of the fire service.

 The Web riser (b) Sprinkler system.
- ii. Breeching connection inlet shall be provided to refill U.G. tank.
- iii. Operating switches of fire pumps shall be also provided in glass fronted boxes at ground floor.
- d) Automatic Sprinkler System. (Separate for High-Rise Residential Wing A & B. Low Rise Commercial Wing 'C' & Low-Rise Residential Wing 'D & E'::

 Automatic sprinkler system shall be provided in each habitable room of each Residential flat of Wing A & B, entire Commercial Office premises of Wing 'C'. Society office, Fitness center, entire lift lobby / common passage at each floor level of each wing as well as in entire car premises of the building / wings including Automated Mechanized carparking tower of Wing 'C'.
- e) Automatic Smoke Detection System (Separate for High-Rise Residential Wing A & B. Low-Rise Commercial Wing 'C' & Low-Rise Residential Wing 'D & E'::

Automatic smoke detection system shall be provided in entire Commercial office premises. Electric meter rooms, Lift Machine rooms, Pump rooms, Society office, Fitness center & entire lift lobby / common corridor of each floor of the entire Commercial Wing 'C, as well as in Electric shaft at every floor level with response indicator & same should be connected to main consol panel on ground floor of each building / Wing, as per LS. Specification.

- f) Fire Pump Boosten Pump, Sprinkler Pump & Jockey Pump, (Separate for High-Rise Residential Wing A & B, Low-Rise Commercial Wing C & Low-Rise Residential Wing D & E':
 - i. Wet-riser cum down comer shall be connected to a fire pump at ground level of capacity of not less than 2,400 liters / min. capable of giving a pressure of not less than 3.2 kgs. / sq. cms. at the top most hydrant.
 - ii. Booster pump of 900 liters/min. capacity giving a pressure of not less than 3.2 kgs. sq. cms. at the top most hydrant out let of the wet-riser shall be provided

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at the terrace level.

Sprinkler pump of suitable capacity along with jockey pump shall be provide for automatic sprinkler system.

- Electric supply (normal) to these pumps shall be independent circuit.
- Operating switches for booster pumps shall be also provided in glass fronted boxes in lift lobbies on each floor at prominent place.
- Operating switches of fire pumps shall be also provided in glass fronted boxes at ground floor.
- Hose box with two non-percolating ISI marked hoses (length not less than 15.00 mtrs.) & branch shall be equally distributed on ground floor as well as on the sub-react floor near the hydrant outlet.

fighting installation with adequate size pump room. Operating switches for all pumps shall be also provided in glass fronted boxes in ground floor.

Contyard External Hydrants, (Separate for each Buildings Wings):

Contyard Deternal Hydrants shall be provided at distance of 30.00 mirs each within

the southers of the site of the wet riser-cum-down comer. Hose box with two non percolating I.S.I. marked hoses (length not less than 15.00 mtrs.) & branch shall be equally distributed at ground floor near the wet riser outlet.

- Hose & Hose Boxes, (Separate for each Buildings / Wings): ii. 01 Hose Box, each with 02 non-percolating I.S.I. marked hoses (length not less than 15:00 mtrs. & dia 63 mm.) & branch shall be equally distributed on ground floor, as well as on alternate floor near the hydrant outlet.
- Alternate Source of Power Supply, (Separate for each Buildings / Wings): An alternate source of L.V. / H.V. supply from a separate sub-station as well as from a diesel generator with Auto / Manual changeover over switch shall be provided for Fire pumps, Booster pump, Sprinkler pump, Jockey pump, Staircase & Corridor lighting circuits & Fire alarm system, Detection system, public address system, etc. It shall be housed in separate cabin.

Portable Fire Extinguishers, (Separate for each Buildings / Wings):

01 Dry chemical powder type fire extinguisher of 10 kgs. capacity having B.I.S. certification mark & 02 nos. of sand buckets filled with dry cleaned sand shall be kept at the entrance of each electric meter room in each lift machine room as well as in Pump room.

01 Dry chemical powder type fire extinguisher of 10 kgs capacity having B.I.S. certification mark shall be kept at Society office & Fitness center.

- 02 nos, of Dry chemical powder type fire extinguishers of 09 Kgs_capacity having I.S. certification mark & 02 bucket filled with dry clean sand shall be kept at each 100.00 sq, mtrs. at car parking premises of each Building / Wing.
- .02 nos. of Dry chemical powder type fire extinguishers of 09 Kgs. capacity:having I.S. certification mark shall be kept at each 100.00 sq. mtrs: premises at each floor level of Low-Rise Commercial Wing 'C'.
- 01 Dry chemical powder type fire extinguisher of 06 kgs; capacity having B.I.S. certification mark shall be kept on each floor level at prominent place & refuge area.

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Fire Fighting Requirements At The Constitution Stage Of Building (Separate for each Buildings / Wings):

Following fire protection arrangement shall be provided with the following fire protection measures shall be provided & same shall be maintained in good working conditionat all the times.

- i. Dry riser of minimum 15 cm diameter pipe with hydrant outlets on the floor constructed with fire service inlet to boost the water in the dry riser & maintenance should be in accordance with good practice.
- ii. Drums of 2,000 liters capacity filled with water & two fire buckets shall be kept of each floor for every 100.00 sq. mtrs area.
- iii. Water storage tank of minimum 20,000 liters capacity shall be kept at site to use in case of emergency, which may be used for other construction purpose also

Fire Alarm System: (Separate for each Buildings / Wings):

The building shall be provided with manual fire alarm system with main control panel at ground floor level and pill-boxes and hooters at each upper floor level. The Jayout of fire alarm system shall be in accordance with I.S. specification.

vii Voice Evacuation System (For Low-Rise Commercial Wing 'C'):

The manual voice evacuation system input to be provided at the control room & shall be integrated to Fire Alarm system so as to facilitate the co-ordination activities in case of fire emergencies. The actuation of the fire alarm control panel shall automatically activate the Voice Evacuation system. A pre-recorded message shall be broadcast on the affected floor, one floor below & two floors above the affected floor.

viii. Disaster Management Plan (For Low-Rise Commercial Wing C):

- Disaster management plan for fire & other emergency shall be prepare & kept ready at the control room.
- ii. The mock drill with the designated fire marshal for any operation of disaster management plan shall be carried out regularly after occupation as per National building code.
- iii. Emergency:exit route plan framed in glass shall be displayed in the common corridor, cross passages, staircase/lift lobbies of each floor level.

ix Building Management System (For Low-Rise Commercial Wing 'C'):

The entire building should be provided with intelligent, properly designed / programmed building management system having its main control at near reception on ground floor. Addressable wireless standalone system with connectivity to nearby fire station shall be provided.

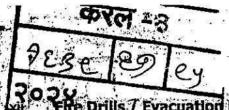
x. Evacuation: / Emergency Exit Route Plan, (Separate for each Buildings / Wings):

Evacuation / Emergency exit route plan framed in glass shall be displayed in the common corridor, cross passages, staircase / lift lobbies of each floor level.

Public Address System (Separate for each Buildings / Wings):

Building shall be provided with the public address system in common areas with main control panel at ground floor reception area and in BMS Room.

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Drills / Evacuation Drills, (Separate for each Buildings / Wings):

Fire Drills / Evacuation Di Ils shall be conducted regularly in accordance with fire safety plan of building at least once in a three month in consultation with Mumbai Fire Brigade and log of the same shall be maintained.

Signages, (Separate for each Buildings / Wings): xiii.

Self-glowing / fluorescent exit signs in green color shall be provided showing the means of escape. .

Trained Fire Office / Supervisor / Trained Security Staff: (Separate for each Buildings / Wings):

A Trained Fire Officer / Supervisor / Trained Security Staff with experience of not les Alternative followers in Security Supervisor / Trained Security Staff working in shift suity system shall be placed round the clock on the premises.

rained Fire Security Supervisor along with trained staff having basic knowledge

The transfer fire in Security Supervisor along with trained stant having basic knowledge of fixed fire fighting installation shall be provided / posted in the building.

Maintenance of all the first aid fire-fighting equipment's, fixed installations & other fixed fire-fighting equipment's / appliance in good working condition at all times.

In a fighting of the occupants of the building in the use of fire-fighting

equipment provided on the premises & kept them informed about the fire & other emergency evacuation procedures to liaise with the City Fire Brigade on regular & continual basis.

Panel Board of Fire Fighting Requirements, (Separate for each Building): , (Separate for each Buildings / Wings):

Smoke detection system, public address system, alternate supply, etc. panels shall be installed on ground floor.

19. REFUGE AREA, (For High Rise Residential Wing A & B):

Refuge area provided on 8th floor level of Wing A & B, as shown in plan & shall be conforming to the following requirements:

A. Manner of refuge area:

- The refuge area shall be so located that it shall preferably face the wider open space on the side of the building perpendicular to the main access road.
- il. The refuge area shall be provided with railing / fire rated glass / parapet of 01.20 mtrs.
- The refuge area shall have a door which 'shall be painted or fixed with a sign in luminous paint mentioning "REFUGE AREA".
- Lifts shall not be permitted to open into the refuge areas.
- The refuge area provided within building line shall be accessible from common passage / staircase.

B. Use of refuge area:

The refuge area shall be earmarked exclusively for the use of occupants as temporary shelter and for the use of Fire Brigade Department or any other organization dealing

Page 18 of 20

with fire or other emergencies when occur in the building and als if conducted by the Fire Brigade Department.

The refuge areas shall not be allowed to be used for any other purpose & it the responsibility of the owner / occupier to maintain the same clean & free of encumbrances: & encroachments at all times.

Adequate emergency lighting facility shall be provided.

C. Terrace floor as a refuge floor, (for each Building / Wings):

The necessary facilities such as emergency lighting, drinking water, provided.

The access doors from the enclosed staircases to the terrace floor shall have at top half portion of the door. The entrance doors to the terrace shall be pain fixed with sign painted in luminous paint mentioning "REFUGE AREA".

D. Excess refuge area (above 04:25%) shall be counted in F.S.I.

20. TREE CUTTING (If any), (Separate for each Buildings / Wings):

Trees falling before entrance gates shall be cut, while trees falling within the compulsory open space/courtyard shall be either transplanted or to be cut as may be found feasible by the Supdt. of Garden.

21. Other N.O.C. / Permissions:

Necessary Permissions / N.O.C. for licensable trade, addition/alteration, interior work, etc. shall be obtained from competent Municipal Authorities & CFO's Department.

Earlier, the Party has paid Scrutiny fees of Rs. 7,63,000/-, vide SAP DOC. No. 1002236968, Receipt: No. 1030045, dated 12/08/2015, on Gross built-up area of 19,930.00 sq. mtrs. as certified by the Architect.

Now, the Party had paid Additional Scrutiny fees of Rs. 2,51,800/- vide, CFC Receipt No. CHE/ES/1920/L/337(NEW), File no. CHE/ES/1920/L/337(NEW), Challan No. CHE/ES/1920/L/337(NEW), dated 20/02/2021, & Rs. 26,900/- vide, CFC Receipt No. CHE/CFO/61563/21, File no. CHE/ES/1920/L/337(NEW), Challan No. CHE/CFO/61563/21, dated 23/08/2021, on the gross built-up area of 19,900.00 sq. mtrs. as certified by Architect.

Now, the Party had paid Fire Service fees of Rs. 2,51,800/- vide, CFC Receipt No. CHE/CEO/63528/21; File no.: CHE/ES/1920/L/337(NEW), Challan No. CHE/CFO/63528/21, dated 24/08/2021, 8 Rs. 1,99,300/- vide, CFC Receipt No. CHE/CFO/63529/21/ File no. CHE/ES/1920/1/337(NEW); Challan No. CHE/CFO/63529/21, dated 24/08/2021; on the gross built-up area of 19,900,00 sq. mtrs. as certified by Architect.

However, E.E. (BIP.) E.S. is requested to verify the total built-up area & inform this Department, if the same is found to be more for the purpose of levying additional Scrutiny fees, if required.

Notes:

All the points mentioned in the notes in previous Fire Safety Requirements issued by 1. this office shall be taken into considered in this Fire Safety Requirements.

The fire-fighting installation shall be carried out by Govt. of Maharashtra approved 2. Licensing Agency.

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3. The width of abutting road & open spaces is mentioned in plans as submitted by the Architect exactled by the License Surveyor.

E.S. (B.P.) E.S. shall examine the proposal in context-with the relevant Regulations of D.C.P.R. -2034.

- The schematic drawings / plans of automatic sprinkler system, automatic smoke detection system, wet riser system, public address system, manual fire alarm system shall be got approved from CFO.
- 6. The area, size, etc. for the sprinkler system, detection system, fire alarm system, wet riser system, public address system, Fire duct, electrical duct etc. to be verified & examined by MEP Consultant.
- 7. Separate necessary permission for any licensable activity shall be obtained from concerned authorities of M.C.G.M. / C.F.O's department, till then shall not be allowed
- 8 Where shall be no any tree located in the compulsory open spaces around the building far hamper rescue and fire-fighting operation or in the access way near the Entrance
 - This recommendation letter is issued only from Fire Protection & Fire-Fighting requirements bornt of view on behalf of the online application from Architect. If any amatter partaining to authenticity or legality shall be cleared by concerned Owner / Occupier / Developer / Architect, etc.
- point of view only. Approval of these plans does not mean in any way of allowing construction of the building. It is Architect / Developers responsibility to take necessary prior approval from all concerned competent authorities for the proposed construction of the building.
- 11. As per section 3 of Maharashtra Fire Prevention & Life Safety Measures Act. 2006, it is the liability of Owner/Occupier to provide the Fixed Fire Fighting installations and shall be maintained in good working order in efficient condition all the time, in accordance with the provisions of Maharashtra Fire Prevention & Life Safety Measures Act, or the rules.
- 12. This approval is issued without prejudice to legal matters pending in court of law, if any.

Copy To: Executive Engineer (B.P.) E.S.

Sandesh Digitally signed by Sandesh Sadanad Rane Date: 2021.09.28

Scrutinized & Proposed by Div. Fire Officer. Yeshwant Digitally signed by Yeshwant Ramchandra Jadhav Date 2021.09:28 17:08:02:405:30'

Verified & Approved by Dv. Chief: Fire: Officer.

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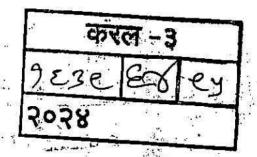
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MUNICIPAL CORPORATION OF GREATER MUMBAI

Amended Plan Approval Letter

File No. CHE/ES/1920/L/337(NEW)/337/6/Amend dated 10.08.2023

JAY HITESH SOLANKI 204, RAMA NIWAS, HANUMÁN ROAD, VILE PARLE (E),

MUMBAI-400057

CC (Owner),

M/s. ARA Builders Private Limited CA

to Owner

102, 1st Floor, Rajveer Royals, Andheri Ghatkoar Link Road,

Andherl (East), Mumbal - 400 093

Proposed Redovelopment on plot bearing CTS No. 837 of Village Mohill, Kurla-Andheri N

Reference: Online submission of plans dated 05.07.2023

Dear Applicant/ Owner/ Developer,

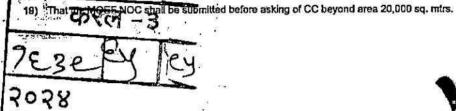
There is no objection to your carrying out the work as per ar competent authority has accorded gardillon subject to the following co mitted by you online under reference for which

- That all the conditions of I.O.D. (inder even No. dated 30.08.2021) and atrended dated 30.08:20 complled with 1) 10.03.2023 and 26.06.2023 shall be compiled with.
- 2)
- That amended phase program shall be got approved before applying for ICC That requisitions of clause no. 49 of ICCRR-2034 shall be complied with an 3) rall be complied with and records of quality of wor k, verification report etc. shall be
- maintained on site till completion of enline work.

 That the top most elevation of the building will be zentified by Airport Authorit the Building top is within the Permissible limits of Civil Aviation N.C.C. The sa Authority of In mentioning that the Average Mean Sea Level of me shall be submitted before O.C.C.
- That the dry and wat garbage shalf be separated and the wet garbage generated in the fullding shalf be treated separately on the plot by the residents? Occupants of the hullding in the jurisdiction of BMC the necessary condition (p sale agreement to that effe be incorporated by the Developer/Owner).

 That directions of hor big Supreme Court vide order didn't 5.93.2018 and all the conditions of SWM NOD shall be complied with. 51 sary condition in sale agreement to that effect shall
- 6)
- d in GFO NOC shall be completivith. Final completion 7)
- That the mobile toilet shall be organded on site to keep proper partitation as per circular ulno. CHE/IIP/27391/Gen dated 07.01.2019. 8)
- That the revise R.C.C. design and calculations as per amended plans shall be before applying for FCC.

 That valid Janata insurance policy shall be submitted before applying for Further shall be submitted livough the registered structural engineer 9)
- 10)
- That the all requisite fees, premiums, deposite shall be paid before applying for Further CC. 11)
- 12) That the payment as per schedule of installment granted by Dy.Ch.E.(BP)ES dated 06.03.2023 and 04.08.2023 shall be made.
- That extre water & sewerage charges shall be paid to A.E. Water works "L" ward before applying for F. C.C. 13)
- That the latest paid bill from A.A. & C (L) Ward shall be submitted before applying for Further CC.
- 15) That quarterly progress report shall be submitted.
- That the owner/developer shall submit certificate under section 270A of MMC act before asking BCC/Occupation certificate for any part of the building.
- That all the safety precautions shall be taken at work site as per Reg. 12(5) of DCPR 2034.
- That the precautionary measures for Control of Air Poliution from Building Construction Activity, shall be taken as per Mumbal Air Pollution Mitigation Plan approved vide No. MGC/A/1386/13.03.2023.





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

Executive Engineer :: Building Proposal Eastern Suburb

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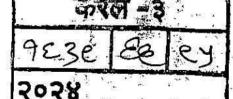
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Assistant Commissioner, L Ward

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BRIHANMUMBAI MUNICIPAL CORPORATION

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No CHE/ES/1920/L/337(NEW)/FCC/5/Amend

COMMENCEMENT CERTIFICATE

is ARA-Builders Private Limited CA to Owner 02, 1st Floor, Rajveer Royals, Andheri Ghatkoar lok Road, Andheri (East), Mumbai - 400 093

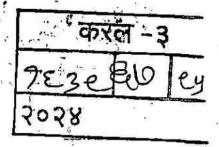
With reference to your application No. CHE/ES/1920/E/337(NEW)/FCC/5/Amend Dated of Development Permission and grant of Commence the Development and Building permission under Section 44 & 69 of the Regional and Town Planning Act, 1966, to carry our development and building permission under Section 27 (New) dated 09 Jul 2015 of the Mumbal Municipal Colporation Act 1888 to erect a building revelopment work of on plot No. - C. T.S. No. 837 Division Williage / Town-Planning Scheme thated at Kurla-Andhert Marg; Roady Street in Uward Ward

The Commencement Certificate Bullding Permit signature on the following conditions:-

- i: The land vacated on concentence of the endoisen and the call agit the toad widening line shall form part of the public street.
- 2. That no new building or part hereof shall be occupied or sallowed to be used by any person until occupancy permission has been granted.
- 3. The Commencement Cardicate Revelopment permission shall remain valid for one year commencing from the date of its issue.
- 4. This permission does not entitle you to develop and which does not vest in you.
- 5. This Commencement certains at a condition of the period of the per
- 6. This Certificate is liable to see the group of the Municipal Commissione for Greater Mumbai if:
 - a. The Development very imrespect of which permission is granted under this certificate is not carried out or the use thereof should accompance with the sangtioned plans.
 - b. Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
 - c. The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966.
- 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. AE (BP) L&N Ward Assistant Engineer to exercise his owers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 8/2/2023



Issue On: 09 Feb 2022

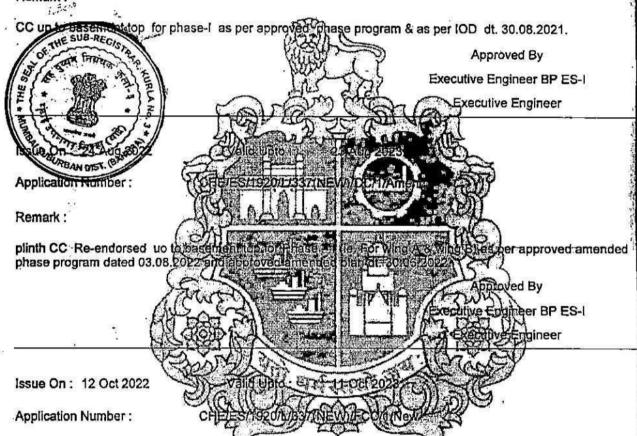
Valid Upto:

08 Feb 2023

Application Number:

CHE/ES/1920/L/337(NEW)/CC/1/NEW

Remark :



Remark:

"Further C.C. up to top of 4th upper floor for Phase-I (i.e. for wing A and wing B) only as per approved phase program dated 03.08.2022 and approved amend plan dated 30.06.2022 (restricted for non-handing over of setback & Amenity area & for availing installment facility)"

Approved By

AE (BP) L&N Ward

Assistant Engineer (BP)

CHE/ES/1920/L/337(NEW)/FCC/5/Amend

Page 2 of 4 On 10-Nov-2023

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ssue On: 29 Mar 2023

Valid Upto:

28 Mar 2024

Application Number:

CHE/ES/1920/L/337(NEW)/FCC/1/Amend

Remark:

Further C.C. up to top of 5th upper floor for Phase-I (i.e. for wing A and wing B) only as per approved phase program dated 28:03:2023 and approved amended plan dated 10.03.2023 (restricted for non-handles or the program dated 28:03:2023 and approved amended plan dated 10.03.2023 (restricted for non-handles or the program dated 28:03:2023 and approved amended plan dated 10.03.2023 (restricted for non-handles or the program dated 28:03:2023 and approved amended plan dated 10.03.2023 (restricted for non-handles or the program dated 28:03:2023 and approved amended plan dated 10.03.2023 (restricted for non-handles or the program dated 28:03:2023 and approved amended plan dated 10.03.2023 (restricted for non-handles or the program dated 28:03:2023 and approved amended plan dated 10.03.2023 (restricted for non-handles or the program dated 28:03:2023 and approved amended plan dated 10.03.2023 (restricted for non-handles or the program dated 28:03:2023 and approved amended plan dated 10.03.2023 (restricted for non-handles or the program dated 28:03:2023 and approved amended plan dated 10.03.2023 (restricted for non-handles or the program dated 28:03:2023 and approved amended plan dated 10.03.2023 (restricted for non-handles or the program dated 28:03:2023 and approved amended plan dated 10.03:2023 and approved amended amended

etback & Amenity area & for availing installment facility)"

AE (BP)

Assistant En

Issue On: 28 Jun 2023

Application Number:

Remark:

as per approved phase Further C.C. up to top of 6th u availing installment facility)" program dated:28:03:2023 an

Issue On: 24 Aug 202

Application Number:

Remark:

wing A and wing B) only as per approved phase "Further C.C. up to top of 11th upper fldor for Phase-I program dated 24.08.2023 and approved amend plan dated 10.08.2023 (restricted for availing installment facility)"

Approved By

AE (BP) L&N Ward

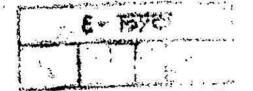
Assistant Engineer (BP)

Issue On: 10 Nov 2023

Valid Upto:

08 Feb 2024

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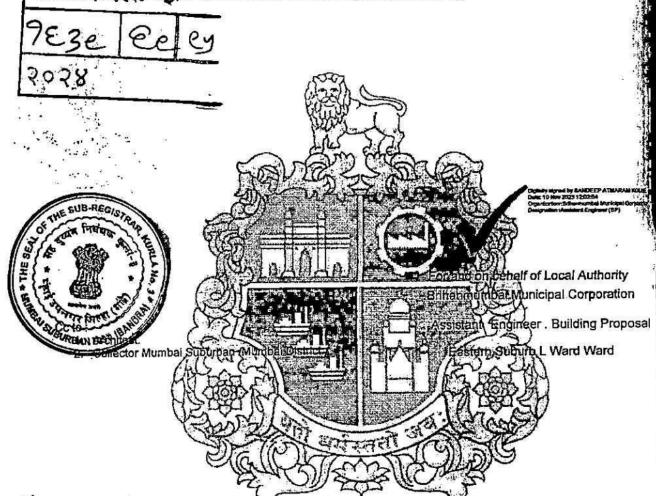


Application Number:

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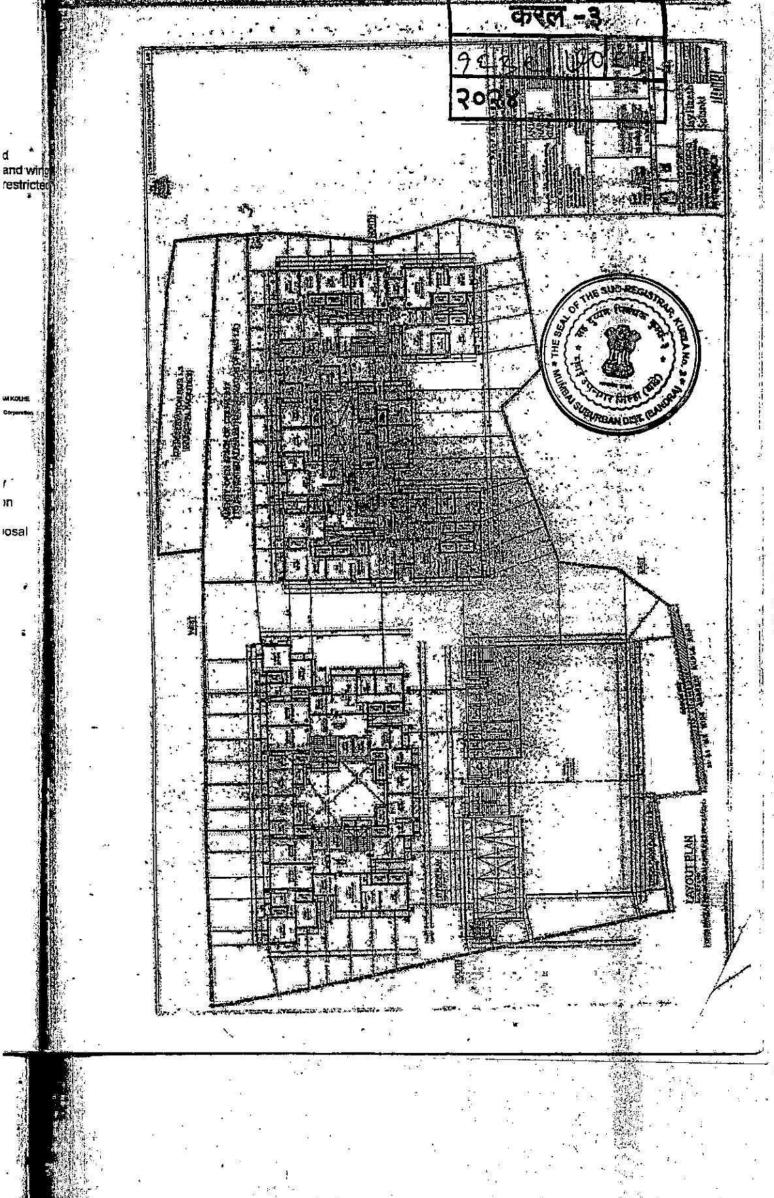
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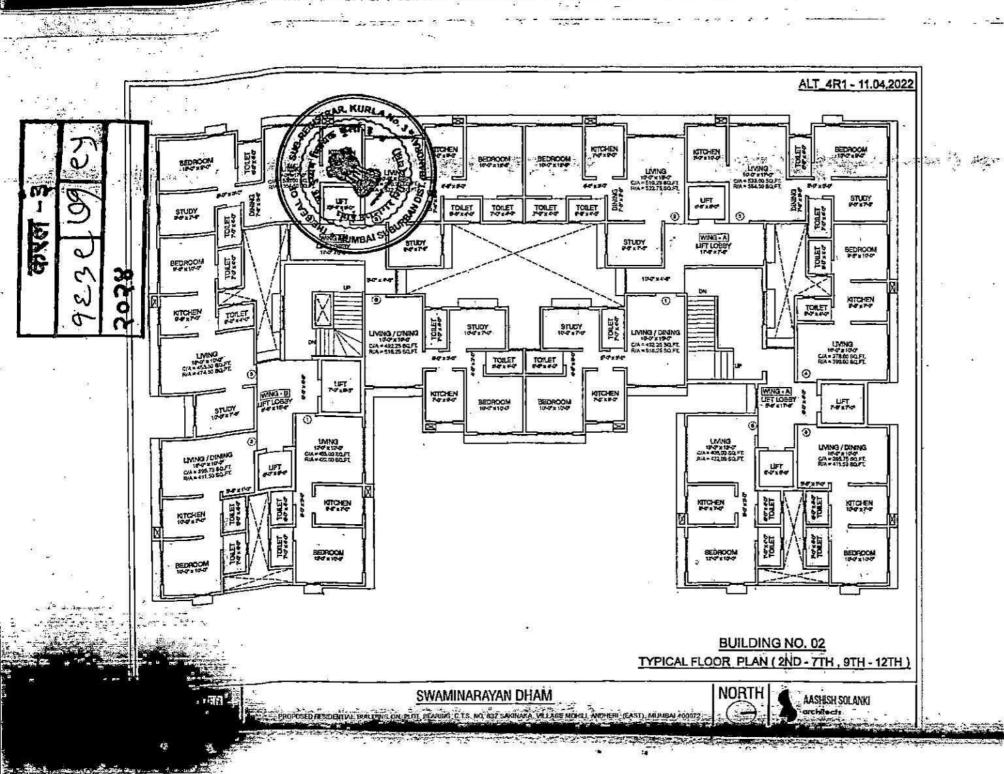
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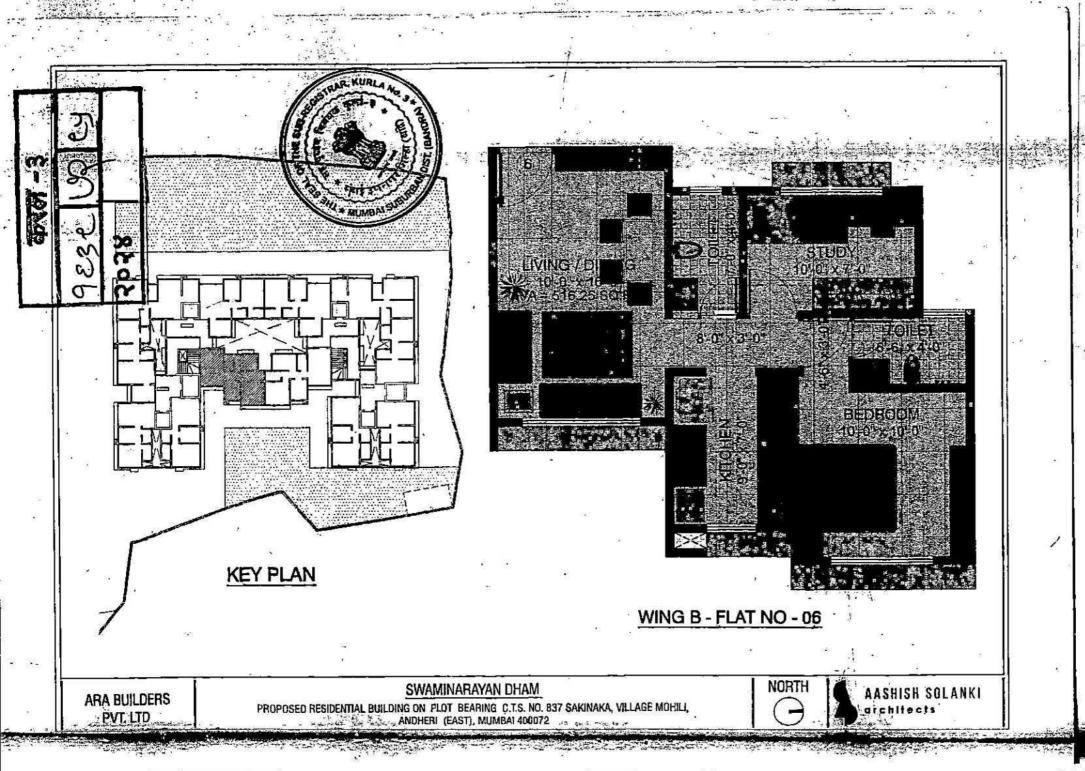


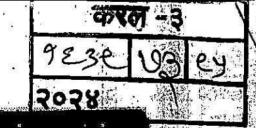
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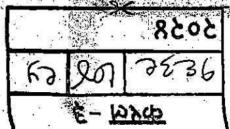
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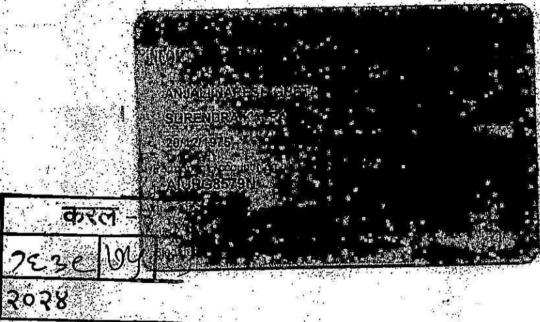
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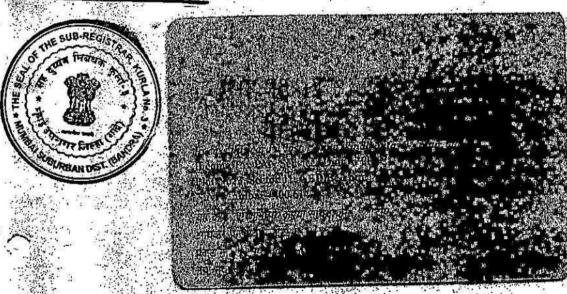
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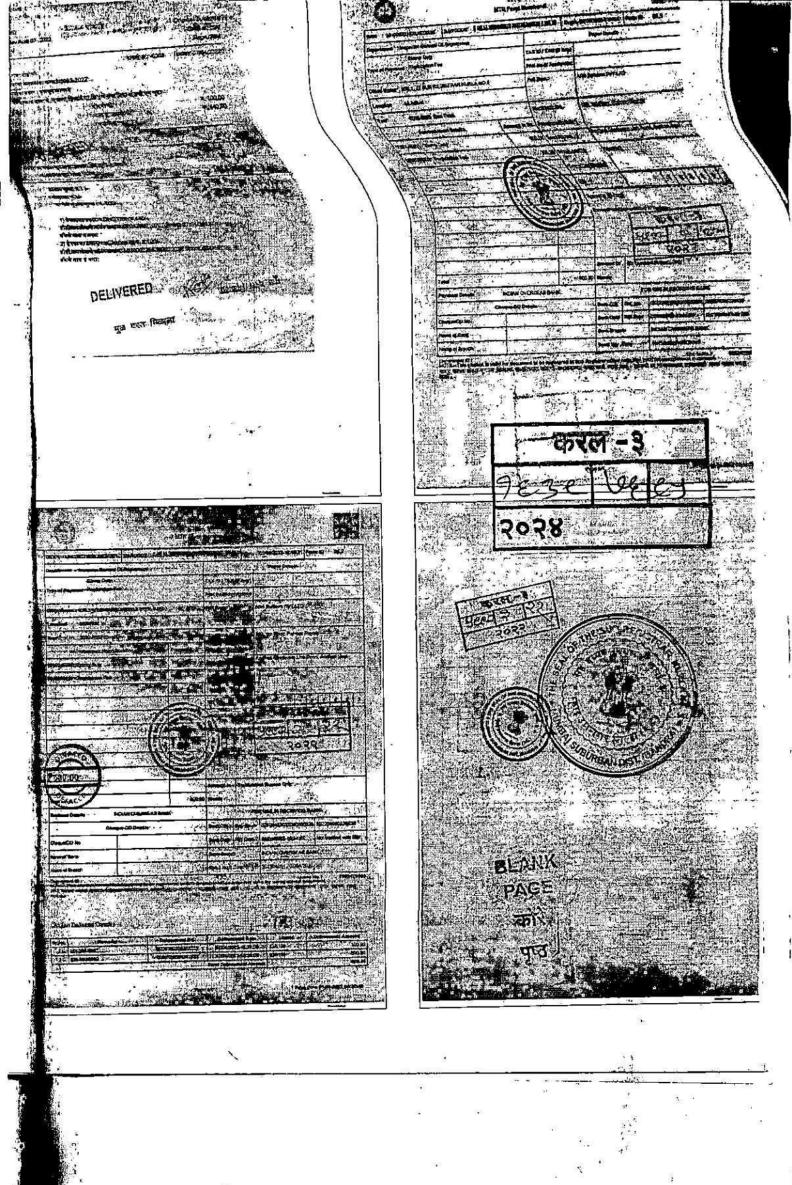


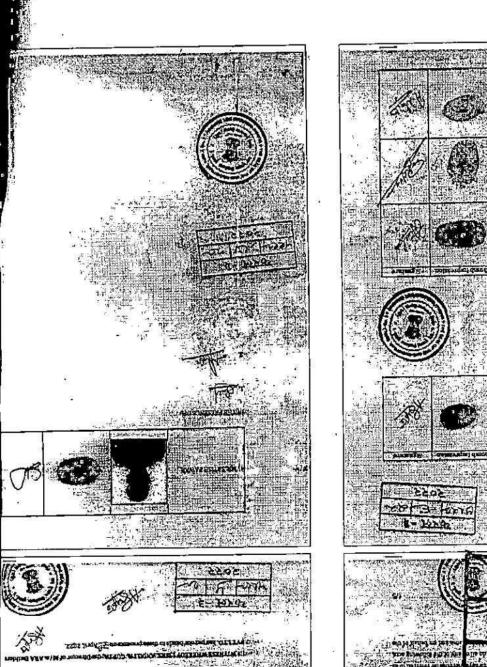


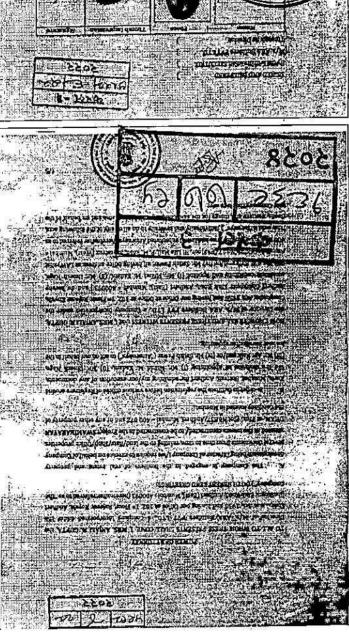


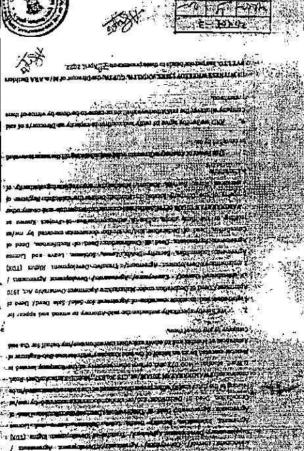












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आधार - सामान्य माणसाचा अधिकार



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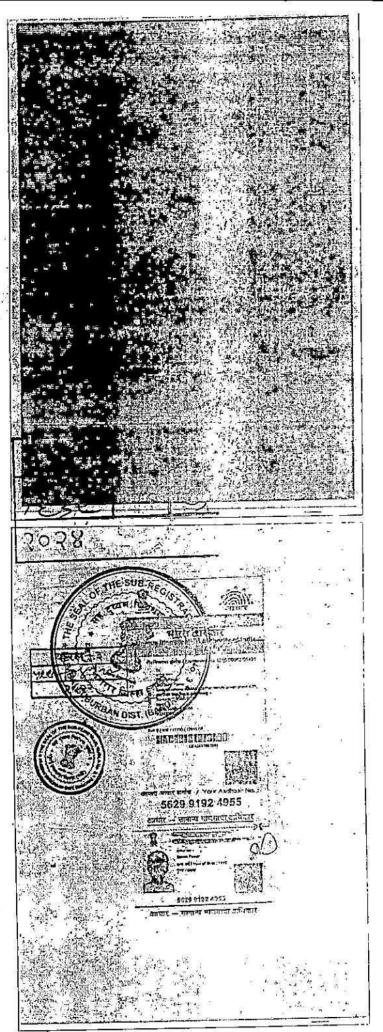
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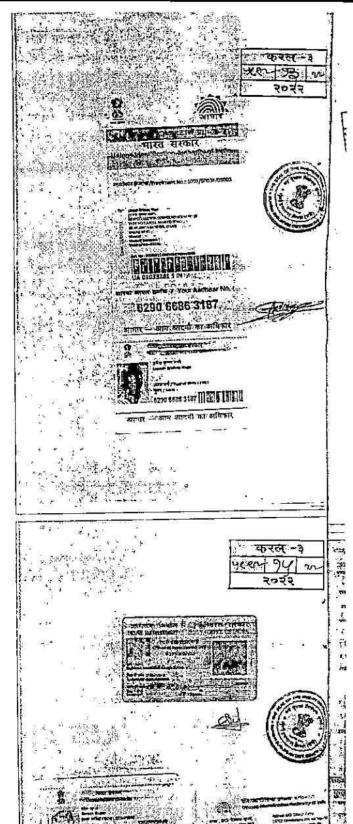
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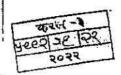
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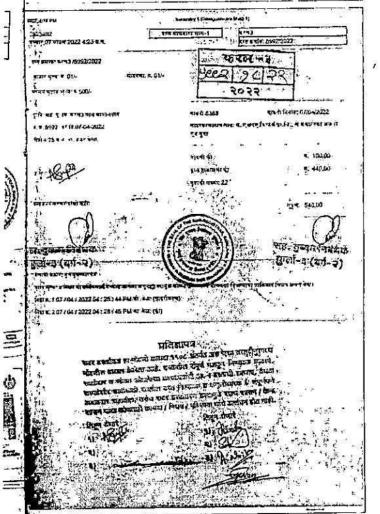


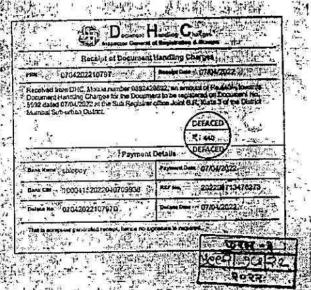
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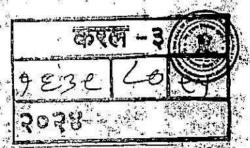


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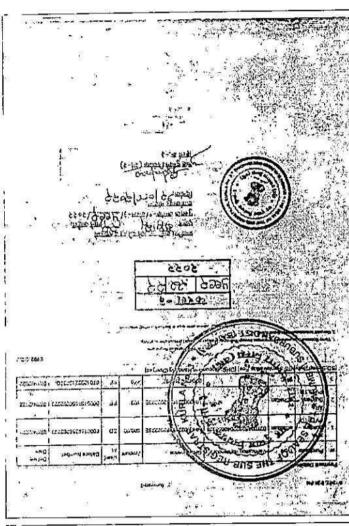
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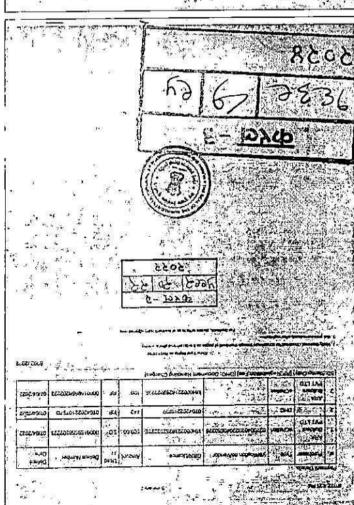


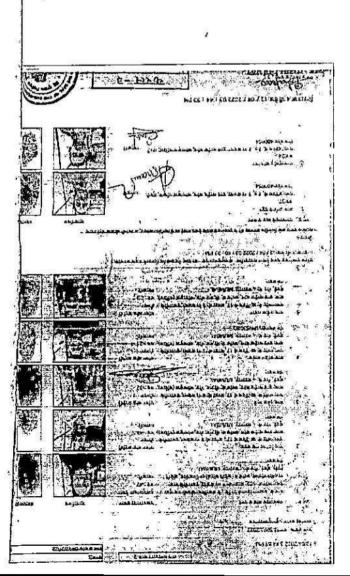


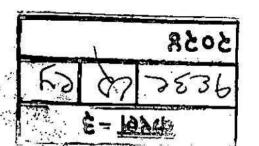












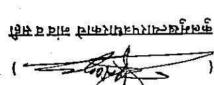
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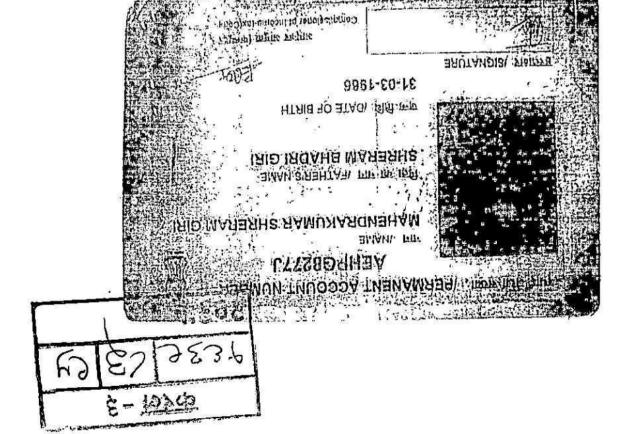
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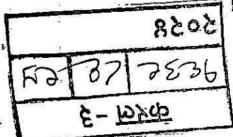


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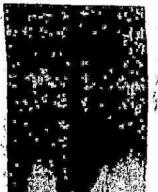
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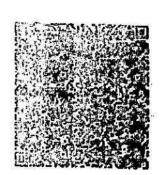






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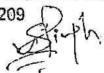
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आधार — समान्य पाणवाचा अविकार



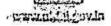
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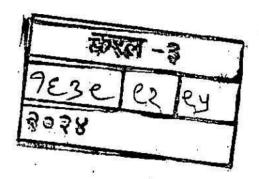
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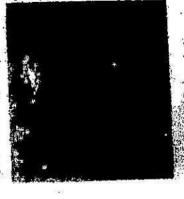
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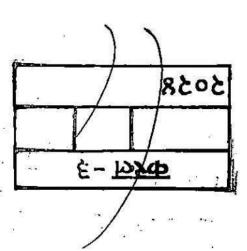
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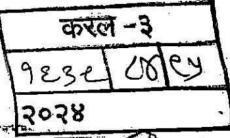
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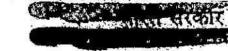
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आधार — सामान्य माणसाचा अधि







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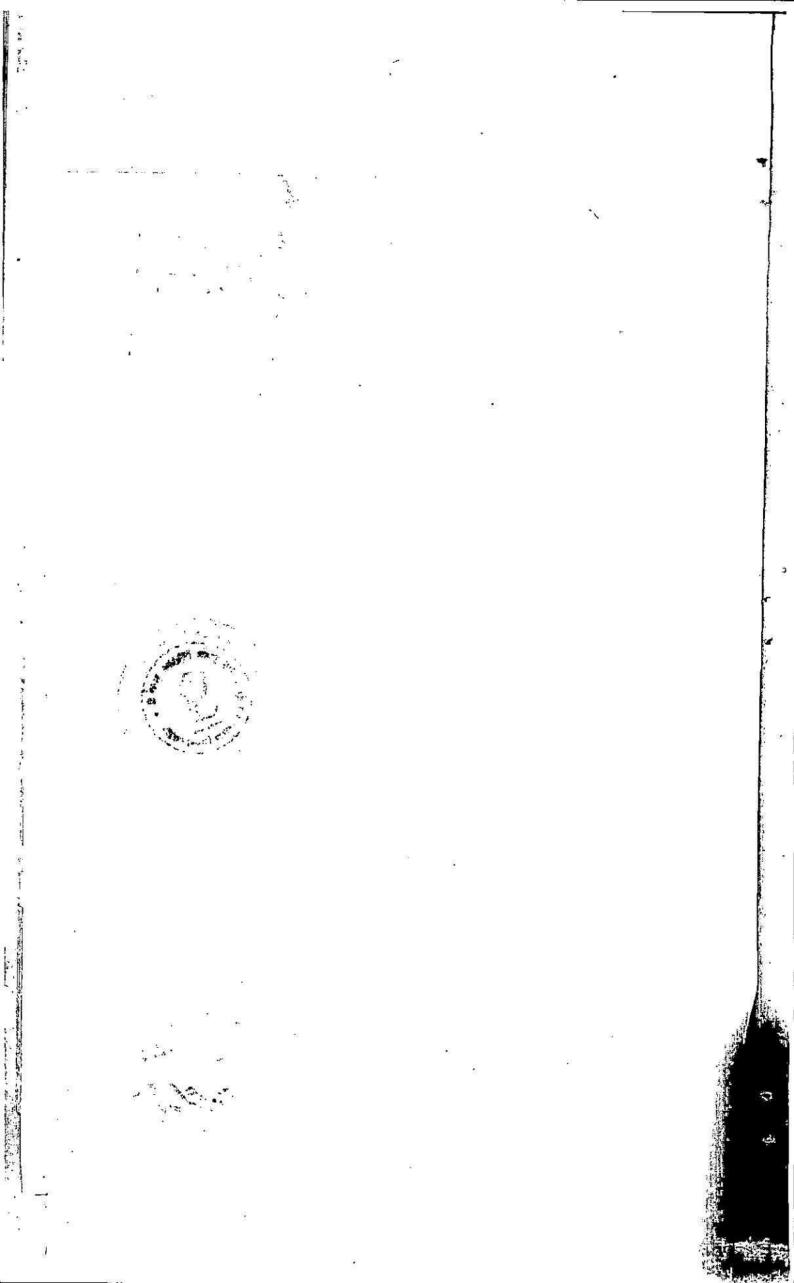
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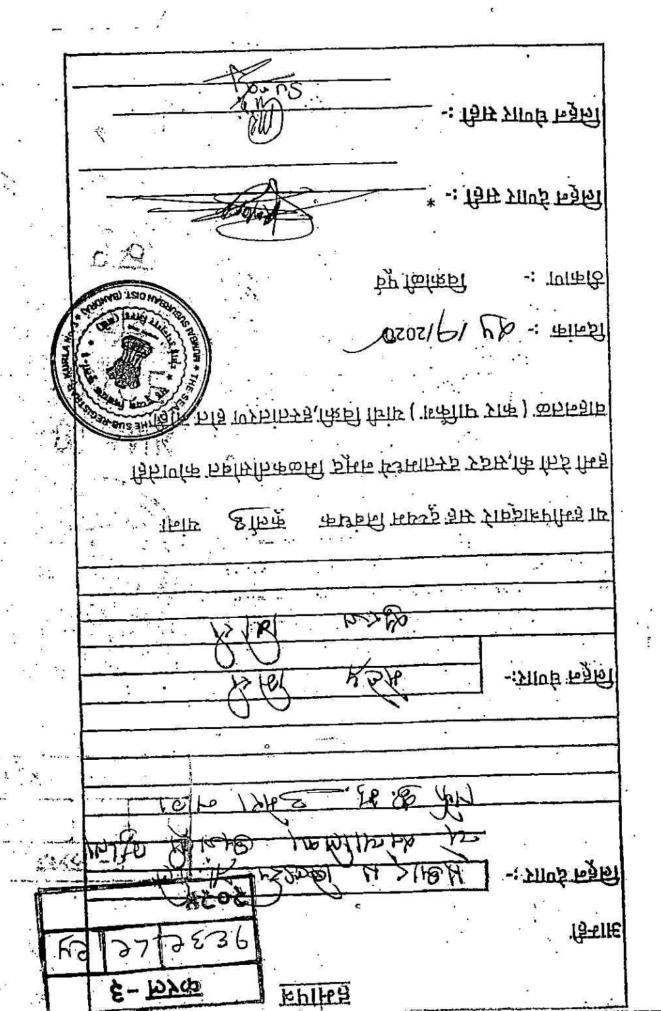


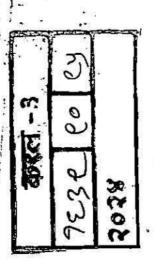
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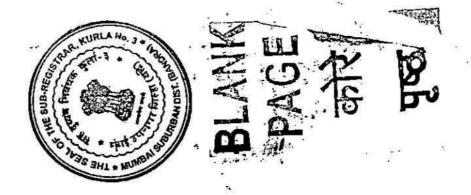
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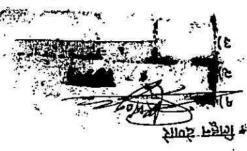
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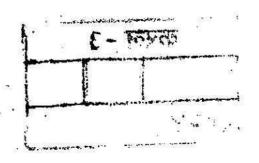
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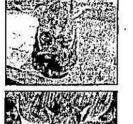
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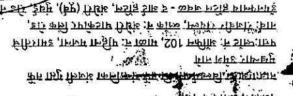
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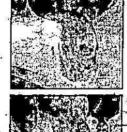
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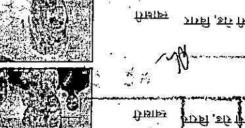
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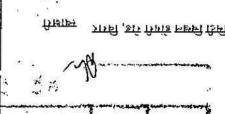
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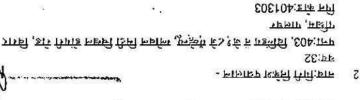
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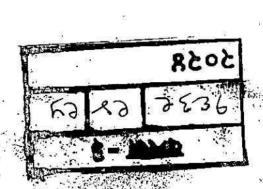


एतंड एडडी हिसी लडिल, फुन्हेंज़ें हैं ३ हैं है गह्नीडी (२०३: गिरा

इस्र इर्ष्टार फिलिडी - केट इसि एर्क्स फिलिडी:इस्

605104:इर्क म्मी उप्राप्तिय, पालघर

M9 00: 21: 40 4202 \ 10 \ 25:06 中 4.电 145.





Payment Details.

sr.	Purchaser	Туре	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	De Da
1	MAHENDRA KUMAR SHREERAM GIRI and SURAJ MAHENDRA GIRI	eChallan	02700452024012550027	.МН014494728202324Е	587600.00	SD		25/0
2	_	By Cash			1900	RF		
3	MAHENDRA KUMAR SHREERAM GIRI and SURAJ MAHENDRA GIRI	eChallan	528	MH014494728202324E	30000	RF	0007664898202324	25/0

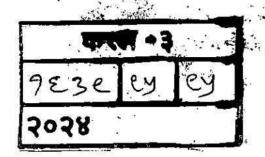
[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

Know Your Rights as Registrants

1. Verify Scanned Document for correctness through thumbnail (4 pages on a side) printout after scanning.

2. Get print immediately after registration.

For feedback, please write to us at feedback, isarita@gmail.com





प्रमाणित करण्यात येते की या दस्तामध्ये एकूण प्रत्याण्णाव (६५) पाने आहेत-पुस्तक क्रमांक-१/करल-३/.१९०२४ क्रमांकावर नोंदला-हिनांक: २५/०१/२०२५

सह दुय्यम मिर्बंघक (वर्ग-२) कुर्ला क्र--३



30/01/2024

Defa

Date

25/0

25/01

1639

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. कुर्ला 3

दस्त क्रमांक : 1639/2024 नोदंणी :

नोदंणी : Regn:63m

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यावाचे	नाव:	म	हि	ला

(1)विलेखाचा प्रकार

करारनामा

(2)मोबदला

9792800

(3) बाजारभाव(भाडेपटटयाच्या

बावतितपट्टाकार आकारणी देतो की पटटेदार ते

8352277.29

नमुद कराव

(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास) 1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :, इतर माहिती: सदनिका क्र.1006,क्षेत्र 516.25 चौ.फुट रेरा कार्येट,10 वा मजला,बी विंग,स्वामी नारायण धाम,अंधेरी - कुर्ला रोड,साकीनाका,मुंबई - 400072.((C.T.S. Number :

837;))

(5) क्षेत्रफळ

1) 52.77 चौ.मीटर

(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करुन देणाऱ्या/लिहून ठेवणाऱ्या पक्षकाराचे नाव किंवा दिवाणी त्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे 1): नाव:-एआरए बिल्डर्स प्रा. लि तर्फे संचालिका अंजली गुप्ता तर्फे मुखत्यार उमेश नागे वय:-36; पत्ता:-प्लॉट नं: ऑफिस 102, माळा नं: पहिला मजला, इमारतीचे नाव: राजवीर रॉयल्स, ब्लॉक नं: अंधेरी घाटकोपर लिंक रोड, बूँगनपलाय हॉटेल जवळ - द आर्ट हॉटेल, अंधेरी (पूर्व), मुंबई, रोड नं: -, महाराष्ट्र, MUMBAI. पिन कोड:-400093 पॅन नं:-AAMCS2210H

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

1): नाव:-महेंद्र कुमार श्रीराम गिरी वय:-58; पत्ता:-फ्लॉट नं: एफ /1, माळा नं: -, इमारतीचे नाव: साई लीला सीएचएस, ब्लॉक नं: ९० फूट रोड, लाल बहादूर शास्त्री नगर, कुर्ला पश्चिम, मुंबई, रोड नं: -, महाराष्ट्र, मुम्बई. पिन कोड:-400072 पॅन नं:-AEHPG8277J

2): नाव:-सुरज महेंद्र गिरी वय:-28; पत्ता:-प्लॉट नं: एफ /1, माळा नं: -, इमारतीचे नाव: साई लीला सीएचएस, ब्लॉक नं: ९० फूट रोड, लाल बहादूर शास्त्री नगर, कुर्ला पश्चिम, मुंबई, रोड नं: -, महाराष्ट्र, MUMBAI. पिन कोड:-400072 पॅन नं:-BLKPG0249K

(9) दस्तऐवज करुन दिल्याचा दिनांक

25/01/2024

(10)दस्त नोंदणी केल्याचा दिनांक

25/01/2024

(11)अनुक्रमांक;खंड व पृष्ठ

1639/2024

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

+8⁻ 587600

(13)बाजारमावाप्रमाणे नोंदणी शुल्क

30000

(14)शेरा

GOM - INDIA INDIA INVENTY RUPEES

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

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

सुलभ व्यवहारासाठी नागरिकांचे सक्षमीकरण

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

Integrated Governance enabling You to Do Business Eastly

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

Details of this transaction have been forwarded by Email (dated 27/01/2024) toMunicipal Corporation of Greater Mumbal.

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



दस्तासोबत देण्यात आलेली सूची-

सह दुय्यम निहंधक (वर्ग-२) कुर्ली क्र. ३

Payment Detalls

sr.	Purchaser	Турв	Verification no/Vendor	GRN/Licence	Amount	Used At	Onfore Number	Deface Date
i	MAHENDRA KUMAR SHREERAM GIRI and SURAJ MAHENDRA GIRI	(f.e.	02700452024012550027	MH014494728202324E	587600.00	SD	0007664898202324	25/01/2024
2		By Cash			1900	RF		
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[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

