

30. The Parties are assessed under the Income Tax Act and their respective Permanent Account Numbers are as under:

Developer : AABFU8530A
Allottee : AAAPC4584F

31. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Mumbai courts will have jurisdiction over any disputes arising out of/in respect of this Agreement.

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THE FIRST SCHEDULE ABOVE REFERRED TO:
(description of the "said Property")

ALL THOSE Pieces and Parcels of non-agricultural Land situated, lying and being at Village- Mulund, in the Registration Sub-District and District of Mumbai Suburban containing by admeasurements approx. 1254 Sq. mts, according to government records and bearing Survey No. 1000 (Part), Plot No. 69 (Part) corresponding C.T.S. Nos. 1224, 1224/1 to 14 and bounded as follows:

- Towards the North : By Zhaverbhai Road.
- On or towards the South : By Plot No. 69 (P).
- On or towards the West : By Plot No. 70.
- On or towards the East : By Severam Lalwani Road.



THE SECOND SCHEDULE ABOVE REFERRED TO:

(description of the said Permanent Alternate Accommodation/New Premises)
All the right, title and interest in the **Shop No. 04** admeasuring **344.40 sq. ft.** Carpet Area (equivalent to 31.99 sq. mts), on the **Ground Floor**, in the said Building known "**Marathon Zaver Arcade**" to be constructed on the said Property described in the First Schedule;

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Amenities to be provided in respect of the said "Permanent Alternate Accommodation/New premises")

EXTERNAL AMENITIES:

1. 100% Acrylic Paint for the External side of the building with Texture Paint.
2. Attractive Entrance to shop with paver finishing.

INTERNAL AMENITIES:

1. Vitrified Tile flooring.
2. Rolling Shutter Door

THE FOURTH SCHEDULE ABOVE REFERRED TO
(Common Amenities to be provided in the said "Building")

1. Paved Access.
2. Entrance Lobby with Elevators.
3. Well-designed compound walls and Security gates shall be provided.

Manek
B.Com. LL.B.
High Court

H/201, Vardhaman Nagar
Dr. R. P. Road, Mulund (V)
Bombay-400 080.
☎ 560 49 70

Date:

TITLE CERTIFICATE

RE: All that piece and parcel of the land with tenements dwelling houses and building standing thereon situated lying and being in Mulund (V) on Plot Bearing C.T.S. No. 1227, 1224/1 to 14 on Survey No. 1000 plot No. 69 (P) and Survey No. 203 Piece No. 1 of Village Mulund, Tal. Turle, Bombay Suburban District, Bombay.

I have investigated the title of the aforesaid property and I have perused the title, deeds and Certify that in my opinion the Title of SUREK SAVAR-JATHA JATH VIDHYAKTHI GRHA to the aforesaid property which is more particularly described in the Schedule hereunder written is clear, marketable and free from encumbrances, charges and/or claims.

THE SCHEDULE ABOVE REFERRED TO

All that piece and parcels of Nos- Agricultural land or ground with the messuages tenements and dwelling houses standing thereon situated lying and being in Mulund (V), in the Registration Sub-District and District of Bombay City and Bombay Suburban, containing by admeasurement 1574 Sq.Yds. i.e. 1316 Sq.Mts. according to government records and 1500 Sq.Yds. i.e. 1254 sq.Mts. or there abouts according to the old title deeds, and bearing Survey No. 1000, Plot No. 69 (P) and Survey No. 203, Piece No. 1 (P) C.T.S. No. 1224, 1224/1 to 14 and bounded as follows

On or towards the East	- By Severan Lalvani Road
On or towards the West	- By Plot No. 70
On or towards the North	- By Zaver Road and
On or towards the South	- By Plot No. 69 (part).

Dated this 30th day November, 1993.

Place: Bombay.



(SANJAY T. MANEK.)
Advocate High Court, Bombay.

ulif

Maharashtra Act No. XXIV of 1960 and the Urban Land (Ceiling and Regulation) Act 1976 the Purchaser has made a declaration to the effect firstly, that neither the Purchaser nor the member of the family (family as defined under the Urban Land (C & R) Act of 1976) of the Purchaser own a tenement, house or building within the limits of Greater Bombay Urban agglomeration.

- k) AND WHEREAS relying upon the said application, declaration and agreement, the Owners /Promoters agreed to sell to the Purchaser the said premises at the price and on the terms and conditions hereinafter appearing.
- l) AND WHEREAS under Section 4 of the M.O.F. Act the Owners /Promoters is required to execute written Agreement for sale for the said Premises to the Purchaser, being in fact these presents and also to register said agreement under the Registration Act.

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

1. The Purchaser hereby agrees to purchase from the Owners /Promoters and the Owners /Promoters hereby agree to sell to the Purchaser One flat / Shop No. 04 having area admeasuring about 388 Sq.ft. ^{SUPER} built-up which is inclusive of the common area (Carpet area 287 Sq ft) on GROUND Floor as shown in the Floor plan thereof hereto annexed and Marked Annexure 'D' in the building named "Zaver Arcade" situated at Zaver Road, Mulund (West), Bombay 400 080, (hereinafter referred

AGREEMENT FOR PERMANENT ALTERNATE ACCOMMODATION

This Agreement For Permanent Alternate Accommodation ("Agreement") is made and entered into at Mumbai, on this 26th day of October 2020.

BETWEEN

M/S. UNITED BUILDERS, the Partnership Firm registered under the provisions of the Partnership Act, 1932, having its registered Office at 702, Marathon Max, Mulund Goregaon Link Road, Mulund (West), Mumbai 400 080, hereinafter called the "**DEVELOPER**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its partners or partner for the time being constituting the said firm and the survivors or survivor of each of them and the heirs, executors and administrators of the last such survivor and his/her/their assigns) of the **FIRST PART**.

AND

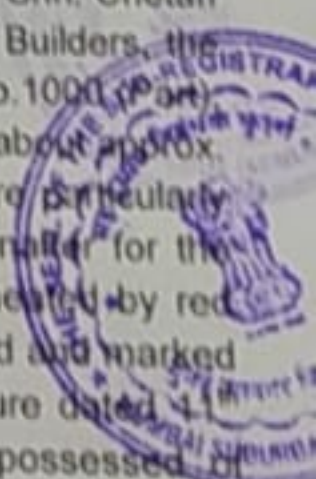
(1) **MR. JAYESH RAMESH CHOTHANI**, aged 49 years, an Adult, Indian Inhabitant, an Adult, Indian Inhabitant, having address at: A-44, Jalaram Ashish Building, Opp. Raj Hospital, Devi Dayal Road, Mulund (West), Mumbai 400 080, hereinafter for the sake of brevity referred to as the "**ALLOTTEE/S**" (which expression shall unless it be repugnant to the context or meaning thereof shall deemed to mean and include their respective heirs, executors, administrators and assigns) of the **SECOND PART**.

The Developer and the Allottee/s shall hereinafter be collectively referred to as "**the Parties**" and individually as "**Party**".

WHEREAS:

- A. By an Indenture dated 11th October, 1988, registered with the office of Sub-Registrar of Assurances at Mumbai under Serial Number PBBJ/2741/1988, Shri Kantilal Laxmichand Sheth and 4 Others being the Trustees of 'Savarkundla Jain Vidhyarthi Gruha' have sold and conveyed to Shri. Chetan Ramniklal Shah and 2 Others i.e. the Partners of M/s. United Builders, the Developer herein, the land bearing Plot No.69 (Part), Survey No. 1000 (Part) C.T.S. Nos. 1224, 1224/1 to 14 of Village Mulund, admeasuring about approx. 1254 sq. mts. along with structures standing thereon and more particularly described in the **FIRST SCHEDULE** hereunder written (hereinafter for the sake of brevity referred to as "**the said Property**") and delineated by red colour boundary line on the Sanctioned Layout Plan is annexed and marked as **Annexure "1"** hereto. Thus, by virtue of the said Indenture dated 11th October, 1988, the Developer became absolutely seized, possessed of and/or otherwise sufficiently entitled to the said Property as Owners thereof. The Developer had accordingly constructed the building known as "Zaver Arcade" and Chawl/s upon the said Property.
- B. By virtue of Agreement dated 17th May 1997, the Allottee/s herein had purchased one Shop No. 04, admeasuring 287 sq.ft Carpet Area, on the Ground Floor of the building known as "**Zaver Arcade**", situated on the said Property (hereinafter referred to as the said "**Existing Premises**"), from the Developer herein at and for the price or consideration and on the terms and condition contained therein.

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2020		



[Handwritten signature]

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Stamp Office
Bombay
17/5/97
116400
SPECIAL AGENT
S. V. Tambekar,
Proprietor Officer,
General Stamp Office, Mumbai.

THIS AGREEMENT is made and entered into at Bombay BETWEEN ON 17th day of May, 1997 BETWEEN M/S. UNITED BUILDERS, a registered Partnership firm having it's Office at 101, Moti Sagar, Ganesh Gawde Road, Mulund (West), Bombay - 400 080, hereinafter called the Owners /Promoters (which terms and expressions shall unless otherwise it is repugnant to the context or meaning thereof be deemed to mean and include Partner or partners for the time being of the said firm the Survivor or Survivors of them, their respective heirs, executors, administrators or assigns) of the ONE PART AND

Shri/Smt/M/S.
JAYESH RAMESH CHOTHANI

23/02/2024 19:52



Bill of supply for the month of: **फ़रवरी 2024**

Customer Name: **JAYESH RICHOTANI**
Address: **SHRI MANSI KIRITKUM FUDON MAAATHOM JAYESH ANKESH, JAYABAI MUMBAI SUBURBAN DIVISION**
Meter No: **00000218187204**

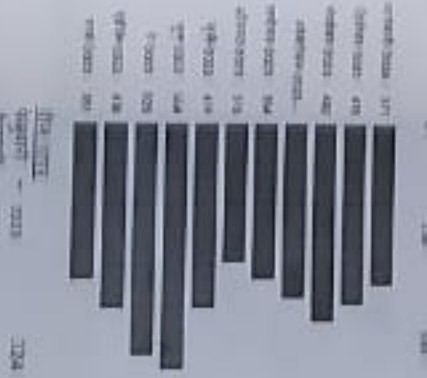
वर्ग	शुद्धी	गणना	कुल	दर	रकम
सुरक्षा शुल्क	100%	1.00	300	0.00	300.00
सुरक्षा शुल्क	100%	1.00	300	0.00	300.00
सुरक्षा शुल्क	100%	1.00	300	0.00	300.00

गुणवत्ता

एक ही पते पर एक ही मीटर नंबर का उपयोग न करें।

एक ही पते पर एक ही मीटर नंबर का उपयोग न करें।

एक ही पते पर एक ही मीटर नंबर का उपयोग न करें।



Scan the QR Code with BHIM App for payment.

Customer Name: **JAYESH RICHOTANI**
Address: **SHRI MANSI KIRITKUM FUDON MAAATHOM JAYESH ANKESH, JAYABAI MUMBAI SUBURBAN DIVISION**
Meter No: **00000218187204**

axis MY INDIA Since 1988

India's No. 1 Consumer Data Intelligence Company.

तुमची पसंती आम्हाला सांगा

ट्रेंड, सामाजिक विषय तसेच वर्तमानादल्या मुद्यांवर तुमचा दृशीकोण काय आहे? आपले मत सांगा ज्याने तुमच्या गरजा आम्ही जास्त चांगल्या प्रकारे समजू शकू.

9326508274 वर 'OPINION' व्हॉट्सअप करा किंवा ऑफ डोकमन्टोड करा

For making Energy Bill payment through 'RTS/SANET' mode, use following details:
a. Beneficiary Name: **MEDICAL**, a Beneficiary account no: **MSEDCL31700004200719**
b. IFSC Code: **SBIN0008885**, Name of Bank: **STATE BANK OF INDIA**, Name of Branch: **SB BKCC**
c. Bill Amount: **rs. 5110.00**

Disclaimer: Please use above bank details only for government approved consumer number mentioned in beneficiary account number. In case of energy bill paid through 'NETS' / 'NETS', 'Date of amount credited in MSEDCL bank account' will be considered as bill payment date.

वर्ग	शुद्धी	गणना	कुल	दर	रकम
सुरक्षा शुल्क	100%	1.00	300	0.00	300.00
सुरक्षा शुल्क	100%	1.00	300	0.00	300.00
सुरक्षा शुल्क	100%	1.00	300	0.00	300.00

व्यवहार शिर्षक गुणित : 4703 शासक क्रमांक : 700004306718 वी.सी. 51 दर : 52

अंतिम राशीव्य : 27-02-2024 रकम : Rs. 5110.00

व्यवहार शिर्षक : 4703 शासक क्रमांक : 700004306718 वी.सी. 81 दर : 52

470031700004306718270220240000051100060001802240040

वर्ग	शुद्धी	गणना	कुल	दर	रकम
सुरक्षा शुल्क	100%	1.00	300	0.00	300.00
सुरक्षा शुल्क	100%	1.00	300	0.00	300.00
सुरक्षा शुल्क	100%	1.00	300	0.00	300.00

of all the flats/shops or any other premises constructed by them as per sanctioned plan on the said property to any person or persons of their choice at or for price and/or consideration either on rental basis or lease or what is popularly known as OWNERSHIP basis.

g) AND WHEREAS the Purchaser herein has shown his/ her/ their desire to purchase one shop/ flat/ premises bearing No. 04 on GROUND Floor in the said Building now known as ZAVER ARCADE, hereinafter for the sake of brevity referred to as "THE SAID PREMISES" at or for the lumpsum price and/or consideration of Rs. 11,64,000/- (Rupees ELEVEN LAKH SIXTY FOUR THOUSAND only) on OWNERSHIP BASIS.

h) AND WHEREAS the Purchaser herein has applied to the Owners /Promoters to allot him/them the said premises. The Purchaser has taken the inspection of the said plan as well as all the title deeds of the Owners /Promoters and has satisfied himself about the same.

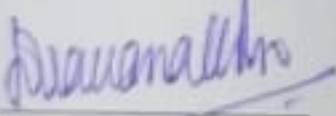
i) AND WHEREAS the copies of certificate of title issued by the Attorney-at-law or advocate of the Owners /Promoters, copies of Property Card and extract of Villages Talathi forms 7/12, Extract of any other relevant revenue record showing the nature of the title to the said land on which the premises are constructed or are to be constructed have been annexed hereto and marked Annexure 'A' 'B' and 'C' respectively.

AND WHEREAS prior to making application as aforesaid, as required by the provisions of

4. You agree to pay the quarterly maintenance regularly on the 5th day of each and every quarter in advance & shall not withhold the same for any reason whatsoever. You shall be liable to pay maintenance with effect from 01/09/2022.
5. You agree that the common areas and amenities mentioned in the said Agreement will be delivered in on completion of the said Building as defined in the said Agreement).
6. Any communication and/or grievances of any nature whatsoever in respect of the said Premises will henceforth be addressed to the concerned department of the Promoter till the maintenance of the building/project is managed by the Promoter and post that to the Project Management Agency or any outsourced Agency/company, which will be communicated to you in due course of time.
7. Your Electrical Consumer No. is **700004306718** and the electrical meter reading as on _____, 20____, is _____ Units.
8. You irrevocably confirm that you have no claims of any nature whatsoever in respect of the said Premises or the Agreement or otherwise against the Promoter or any of its group companies and you confirm to have waived off your rights in this behalf.

Yours Truly,

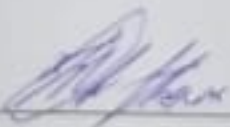
For M/s United Builders



Authorized Signatory



I/We confirm,



Mr. Jayesh Ramesh Chothani

Anexure 3

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MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No CHE/ES/1989/T/337(NEW)/FCC/2/Amend

COMMENCEMENT CERTIFICATE

TO THE APPLICANT
M/S. UNITED BUILDERS
102, MARATHON MAX, MULUND-GOREGAON
LINK RD, MULLUND (W) MUMBAI- 400080

With reference to your application No. CHE/ES/1989/T/337(NEW)/FCC/2/Amend Dated. 15 Jan 2019 for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no. 337 (New) dated 15 Jan 2019 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. - C.T.S. No. 1224, 1224/1 TO 14 Division / Village / Town Planning Scheme No. MULUND-W situated at ZAVER ROAD Road / Street in T Ward Ward.

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

- The land vacated on consequence of the endorsement of the setback line/ road widening line shall form part of the public street.
- That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
- The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
- This permission does not entitle you to develop land which does not vest in you.
- This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
- This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if :-
 - The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
 - Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
 - 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. Assistant Engineer S&T ward Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 18/7/2019

Annexure 2

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

Valid upto 09 OCT 2017



MUNICIPAL CORPORATION OF GREATER MUMBAI

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

No. CHE/ES/1988/T/337(NEW) 10 OCT 2016

MEMORANDUM

Municipal Office,
Mumbai

To,
UNITED BUILDERS

702, MARATHON MAX, MULUND-GOREGAON LINK RD, MULUND (W) MUMBAI-400804

करल-8	400804	2020
		dated-21/9/2015-mmd

With reference to your Notice 337 (New), letter No. 2420, Sections Specifications and description and further particulars and details of your buildings at the plans, PROPOSED RESIDENTIAL BLDG ON THE LAND BEARING CTS NO. 1224,1224/1 TO 14 OF VILLAGE MULUND (W), MUMBAI-80, CTS NO.1224, 1224/1 TO 14 furnished to me under your letter, dated 21/9/2015. I have to inform you that, I cannot approve of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Mumbai Municipal Corporation Act as amended up to-date, my disapproval by reasons thereof :-

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

- 1 That the Janata Insurance Policy shall not be submitted.
- 2 That the requisitions of clause 45 & 46 of DCR 91 shall not be compiled with quality of work, verification report, etc. shall not be maintained on site till work.
- 3 That the bore well shall not be constructed in consultation with H.E
- 4 That the work shall not be carried out between 6.00 to 10.00, and the provision of notice issued by Ministry of Environment and Forest department dated 14.2.2000 and Rules framed for noise pollution (Regulation & Control) Rules 2000 shall be duly observed.
- 5 That the Board shall not be displayed showing details of proposed work, name of architect, R.C.C. consultant etc.
- 6 Appointment and acceptance of consultants. a. Structural Engineer b. Site Supervisor c. Licensed Plumber (SWD, Water, SP) d. Public Health consultant (Rain Water Harvesting/PCO/SWM)e. M&E Consultant f. Road Construction g. Fire Safety h. Horticulturist
- 7 Tree Authority NOC shall not be submitted.
- 8 Remarks, design, planning etc. from the respective consultant for following a. Third party certification parking arrangement and manoeuvrability. b. Internal SWD. c. Internal Water works and Rain water harvesting. d. Internal drainage works. e. Mechanical Ventilation for basement.
- 9 Copies of plan showing Demarcation for regular /sanctioned/proposed lines through A.E.(Survey).
- 10 Identification Performa with Pan card of Applicant and all consultants.
- 11 That the necessary deposit for hoarding or the flex of size 3.00 m. to 3.00 m for the advertisement of proposal shall not be made by you.
- 12 That the compliance of pre-requisition as per EODB Circular dated 29.12.2015 shall not be complied with.
- 13 That the undertaking for excess parking area will not be submitted.
- 14 That the registered undertaking for incorporating following clauses in the agreement with prospective buyers shall be incorporated.a. That the building under reference is constructed with deficient open



POSSESSION LETTER


Date: 01/11/2022

To,
Mr. Jayesh Ramesh Chothani
A-44, Jalaram Ashish Building,
Opp. Raj Hospital, Devi Dayal Road,
Mulund (W), Mumbai - 400080


Sub: Handover of Possession of the said Premises.
Ref: Agreement for Permanent Alternate Accommodation dated 26/10/2020 ("**said Agreement**") in respect of the Shop No 04 admeasuring 344.40 square feet RERA carpet area, on the Ground Floor, in the said Real Estate Project/Building known as "**Marathon Zaver Arcade**" situate at: Zaver Road, Mulund (West), Mumbai-400 080 ("**said Premises**")

Dear Sir/Madam,

1. We refer to the said Premises and the said Agreement vide which you have been allotted on permanent basis the said Premises in accordance with the terms and conditions of the said Agreement.
2. We have provided you the inspection of the said Premises on 30/08/2022 when you have inspected the said Premises and you were satisfied with the same being in terms with the said Agreement.
3. We have handed over to you the peaceful and vacant possession of the said Premises on 01/09/2022 in terms of the said Agreement and you unconditionally and irrevocably confirm to have willingly received the peaceful and vacant possession of the said Premises. You confirm that the said Premises is in good condition. You confirm that you have no complaint about any item of work or workmanship and that the said Premises and the said Building are in terms of the said Agreement.


UNITED BUILDERS
702, Marathon Max, Mulund-Goregaon Link Road,
Mulund (W), Mumbai - 400 080




T : +91-22-6724 8484/88
E : marathon@marathonrealty.com

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

SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED "DEVELOPER" M/S. UNITED BUILDERS Through its Partner / Auth. Signatory Mr. MR. DWARKANATH K. RAO in the presence of

For United Builders
[Signature]
[Seal]

[Seal]

- 1. Keton Dube *[Signature]*
- 2. Thomon P. *[Signature]*

SIGNED AND DELIVERED BY THE WITHIN NAMED "ALLOTTEE/S" (1) MR. JAYESH RAMESH CHOTHANI

[Signature]

[Seal]

- in the presence of
- 1. Keton Dube *[Signature]*
 - 2. Thomon P. *[Signature]*

[Seal]