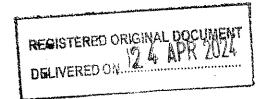
378/6654 पावती Original/Duplicate Wednesday, April 24, 2024 नोंदणी क्रं. : 39म 11:59 AM Regn.:39M पावती क्रं.: 7349 दिनांक: 24/04/2024 गावाचे नाव: बांद्रा दस्तऐवजाचा अनुक्रमांक: वदर9-6654-2024 दस्तऐवजाचा प्रकार: करारनामा सादर करणाऱ्याचे नाव: सुहास नंदन -नोंदणी फी रु. 30000.00 दस्त हाताळणी फी ₹. 2200.00 पृष्ठांची संख्या: 110 एकूण: रु. 32200.00 आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 12:18 PM ह्या वेळेस मिळेल. बाजार मुल्य: रु.245319059.64 /-एम. एन. गायकवाड मोबदला रु.392728000/-सह दुय्यम निबंधक, अंधेरी क्र ३ भरलेले मुद्रांक शुल्क : रु. 23564000/-मुंबई उपनगर जिल्हा 1) देयकाचा प्रकार: DHC रक्कम: रु.200/-डीडी/धनादेश/पे ऑर्डर क्रमांक: 0424231113670 दिनांक: 24/04/2024 बँकेचे नाव व पत्ता: 2) देयकाचा प्रकार: DHC रक्कम: रु.2000/-डीडी/धनादेश/पे ऑर्डर क्रमांक: 0424230713542 दिनांक: 24/04/2024 बँकेचे नाव व पत्ता: 3) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-डीडी/धनादेश/पे ऑर्डर क्रमांक: MH001040665202425E दिनांक: 24/04/2024 बँकेचे नाव व पत्ता:

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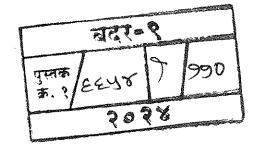
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4/24/2024

			मूल्यांकन पत्रव	क ( शहरी क्षेत्र - बांधीव )		
Vį	gation ID	202404241	864			24 April 2024.11 42 52 A 44
f.	्ट्यांकनाचे वर्ष जेल्हा द्व्य विभाग उप मूल्य विभाग वर्षे नंबर न भू क्रमांक	2024 मुंबई(उपनगर) 22-बांद्रा - सी ( अंध भुभाग- उत्तरेस पेरी सि.टी एस-नंबर#3	। रोड. पूर्वेस मॅन्यूअल गोन	सालवीस मार्ग, दक्षिणेस कृष्णचं	द्र मार्ग (रामदास नाईक मार्ग)	व पश्चिमेस समुद्र कार्टर रोड
<b>a</b> ₹	ार्षिक मूल्य दर तक्त्यानुर हुती जमीन	<b>सार मूल्यदर रु</b> . निवासी सदनिका	कार्यालय	दुकाने	औद्योगीक	मोजमापनाचे एकक चौरस मीटर
		388050	446260	530500	388050	सारस माटर
	बांधीव क्षेत्राची माहिती बांधकाम क्षेत्रतातात (19)-	439 48चौरस मीटर	मिळकतीचा वापर-	्रप्तनस	मिङकतीचा प्रकार-	
	बंधकामाचे वर्गीकरण- उद्ववाहन सुविधा-	ा-आर सी सी आहे	मिळकतीचे वय- मजला -	n 10 2वर्ष 11th floor to 20th floor	बांधकामाचा दर -	RS 30250
) <del>(*****</del>						
	मजला निहाय घट वाढ		= 110% apply to rate=	Rs.5335681-		
••••••	मजला निहाय घट वाढ प्रशा-धानुसार मिळकतीच			Rs.533568'- र - खुल्या जमिनीचा दर ) * घसा-य	ानुसार टक्केवारी 3+ खुल्या जम <u>ि</u>	नीचा दर )
-Assar			=(((वार्षिक मूल्यद			नीचा दर )
	गशा-यानुसार मिळकती ह	ग्र प्रति चौ. मीटर मूल्यदर	=(((वार्षिक मूल्यद = ( ( (53)5568- = 188.533568-	र - खुल्या जमिनीचा दर ) * घसा-य 234270) * (100 / 100 ) )+234		नीचा दर )
	गसा-यानुसार मिळकतीर मुख्य मिळकतीचे मृत्य	ग प्रति चौ. मीटर मूल्यदर	=(((वार्षिक मूल्यद् ~ ( ) (533568-1 =	र - खुल्या जमिनीचा दर ) * घसा-य 234270) * (100 / 100 ) )+234		नीचा दर )
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	गसा-यानुसार मिळकतीच मुख्य मिळकतीचे मृत्य बंदिस्त वाहन तळाचे क्षेत्र	॥ प्रति चौ. मीटर मूल्यदर	=(((वार्षिक मूल्यद = ( ( (533568-1 = Rx.533568- = वरील प्रमाणे मूल्य दर = 533568 * 439 48 = Rx.234492464.64/- 111.6चौरस मीटर = 111.6 * ( 388050 * 2	.र - खुल्या जमिनीचा दर ) * घसा-य 234270) * (100 / 100 ) )+234 * मिळकतीचे क्षेत्र		नीचा दर )
·)	गसा-यानुसार मिळकतीच मुख्य मिळकतीचे मूल्य बंदिस्त वाहन तळाचे क्षेत्र बंदिस्त वाहन तळाचे मूल्य	ग्र प्रति चौ. मीटर मूल्यदर 10,4.16	=(((वार्षिक मूल्यद् = ( ) (533568-1 = Rx 533568- = वरील प्रमाणे मूल्य दर = 533568 * 439 48 = Rx 234492464.64/- 111.6चौरस मीटर = 111.6 * (388050 * 2 - Rx 10826595/-	.र - खुल्या जमिनीचा दर ) * घसा-य 234270) * (100 / 100 ) )+234 * मिळकतीचे क्षेत्र	270)	
E)	प्रसा-यानुसार मिळकतीच मुख्य मिळकतीचे मूल्य बंदिस्त वाहन तळाचे क्षेत्र बंदिस्त वाहन तळाचे मूल्य Applicable Rules	म प्रति चौ. मीटर मूल्यदर = .10,4.16 - मुख्य भक्कतीय कलम मृख - खुट्य A + B = C + .	=((वार्षिक मूल्यद = ( ) ( ) 533568-1 = Rx.533568-1 = वरील प्रमाणे मूल्य दर = 533568 * 439 48 = Rx.234492464.64/- 111.6 चौरस मीटर = 111.6 * ( 388050 * 2 - Rx.10826595/- मूल्य - तळघराचे मूल्य - मेझं जिम्मीवरील बाहुन तळाचे मू	र - खुल्या जिमनीचा दर ) * घसा-य 234270) * (1007/100) ) * 234 * मिळकतीचे क्षेत्र 57100) चहित्र मजलाक्षत्र मृत्य - संगतन्या सर ल्य - इमारती भावतीच्या सुल्य जागे * )	270)	
·)	प्रसा-यानुसार मिळकतीच मुख्य मिळकतीचे मूल्य बंदिस्त वाहन तळाचे क्षेत्र बंदिस्त वाहन तळाचे मूल्य Applicable Rules	म प्रति चौ. मीटर मूल्यदर = .10,4.16 - मुख्य भक्कतीय कलम मृख - खुट्य A + B = C + .	=((वार्षिक मूल्यद = ( ( (533568-2 = Rs.533568-2 = वरील प्रमाणे मूल्य दर = 533568 * 439 48 = Rs.234492464.64/- 111.6चौरस मीटर = 111.6 * ( 388050 * 2 - Rs.10826595/- पूल्य - तळघराचे गृल्य - मेझें जिमेनीवरील वाहन तळाच गृ	र - खुल्या जिमनीचा दर ) * घसा-य 234270) * (1007/100) ) * 234 * मिळकतीचे क्षेत्र 57100) चहित्र मजलाक्षत्र मृत्य - संगतन्या सर ल्य - इमारती भावतीच्या सुल्य जागे * )	270)	









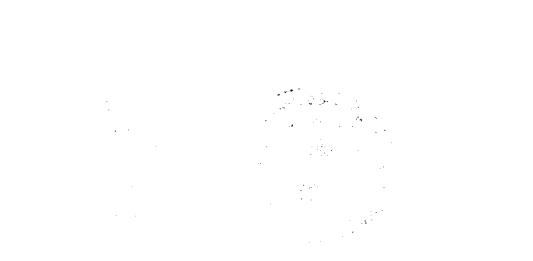
## CHALLAN MTR Form Number-6



GRN MH001040665202425E BARCOD			ll III Dat	e 23/04/2024-15:39	26 Fc	orm ID	25.	.2	
Department Inspector General Of Registration			Payer Details						
Stamp Duty		TAX ID / TA	N (If Any)					•	
Type of Payment Registration Fee		PAN No.(If	Applicable)						v.15.m
Office Name BDR4JT SUB REGISTRAR ANDHERI 2				MS S RAHEJA LOF	TS LLF	)			/A. 8/96/
Location MUMBAI									
Year 2024-2025 One Time		Flat/Block	No.	Flat No.1601 and 17	01, Avi	isa By S	Rahry	50	~
Account Head Details	Amount In Rs.	Premises/E	Building						
0030045501 Stamp Duty	23564000.00	Road/Stree	t	Perry Cross Road					_
0030063301 Registration Fee	30000.00	Area/Local	ity	Bandra West, Mumb	ai				
	1	Town/City/District							_
		PIN			4 0	0	()	1 1 1 2 3 1	- ()
		Remarks (I	f Any)						
		SecondPart	yName=SU	HAS NANDAN-					
23594000.0 <b>0</b>									
		Amount In	Two Cro	re Thirty Five Lakh Nii	nety Fo	our Thous	and i	na i	
Total	2,35,94,000.00	Words	pees On	ly				**************************************	
Payment Details IDBI BANK		FOR USE IN RECEIVING BANK							
Cheque-DD Details		Bank CIN	Ref. No.	691033320240423	17528	2865541	79) j		
Cheque/DD No.		Bank Date	RBI Date	23/04/2024 - 5:41:4	1	Not Veri	fieu .v	6 g 5 g	
Name of Bank		Bank-Branc	h	IDBI BANK					
Name of Branch		Scroll No Date Not Versied with Scroll							
Department ID:	SUB-REGISTRAD	one katáse e- e		M	bile N	<del></del>	-	razer	E,

		The Contract of the Contract o	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\		
Sr. No.	Remarks	Baremen No S	Defacement Date	Userld	Defacement Account
1	(iS)-378-6654	00006	24/04/2024-11:58:46	IGR188	\$35m 00
2	(iS)-378-6654	0000610370202425	24/04/2024-11:58:46	IGR188	2356777.400
			Total Defacement Amou⊟t		2,35,94,070,79







## **Receipt of Document Handling Charges**

PRN 0424230713542

Receipt Date

24/04/2024

Received from agreement, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 6654 dated 24/04/2024 at the Sub Registrar office Joint S.R. Andheri 3 of the District Mumbai Sub-urban District.

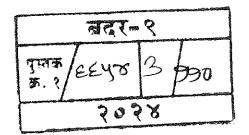
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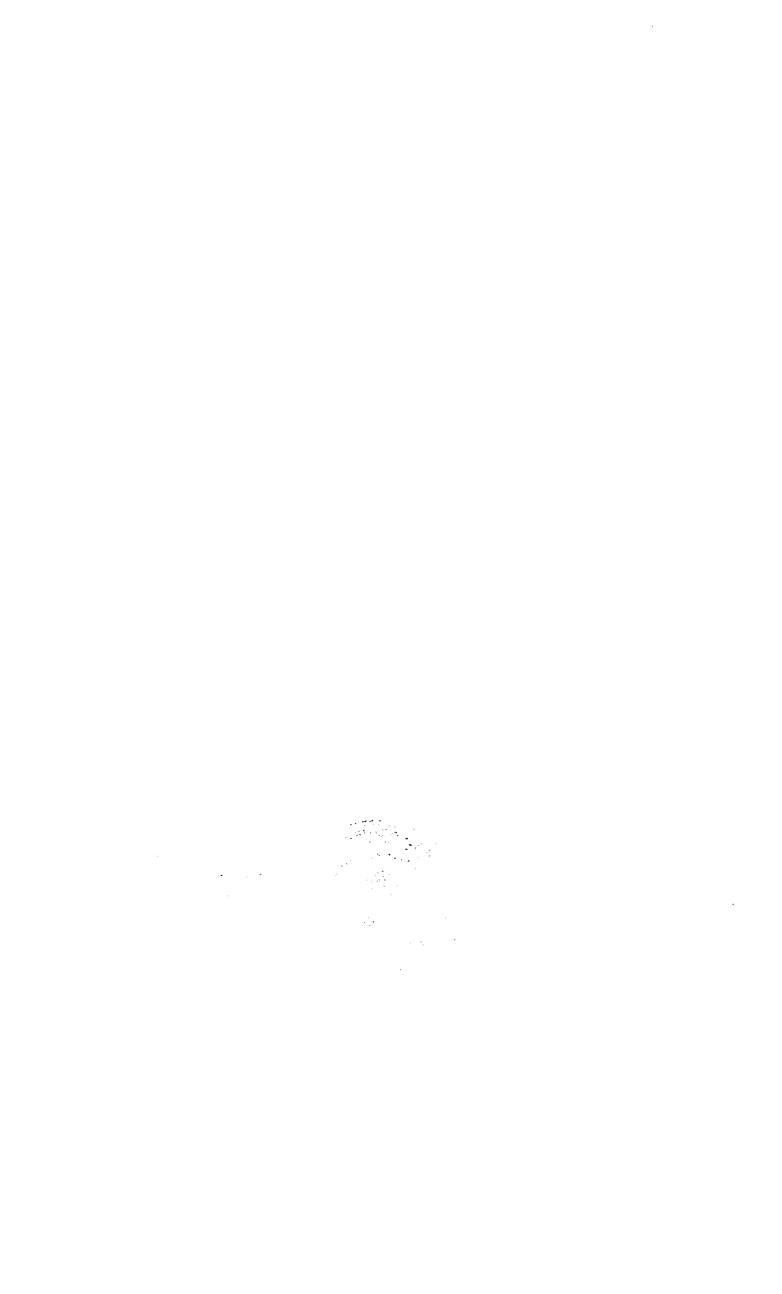
**Payment Details** 

				The state of the s
	Bank Name	IBKL	Payment Date	23/04/2024
·m·m·	Bank CIN	10004152024042312674	REF No.	2900009438
	Deface No	0424230713542D	Deface Date	24/04/2024

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









## **Receipt of Document Handling Charges**

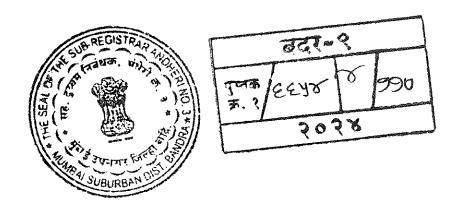
PRN 0424231113670 Receipt Date 24/04/2024

Received from agreement, Mobile number 0000000000, an amount of Rs.200/-, towards Document Handling Charges for the Document to be registered on Document No. 6654 dated 24/04/2024 at the Sub Registrar office Joint S.R. Andheri 3 of the District Mumbai Sub-urban District.

**Payment Details** 

				The second secon
	Bank Name	IBKL	Payment Date	23/04/2024
•	Bank CIN	10004152024042312786	REF No.	2900010602
	Deface No	0424231113670D	Deface Date	24/04/2024

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



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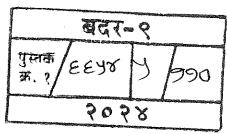
## CHALLAN MTR Form Number-6



GRN MH001040665202425E BARC	ODE			- 02/04/0004	Gamanas
Department Inspector General Of Registi	***************************************	Dat	e 23/04/2024-15:39:26	Form ID 25.2	
Stamp Duty	alloi			Payer Details	
Type of Payment Registration Fee		TAX ID / T.	AN (If Any)		
		PAN No.(If	Applicable)		
Office Name BDR4_JT SUB REGISTRA	R ANDHERI 2	Full Name		MS S RAHEJA LOFTS	LLP
Location MUMBAI					
Year 2024-2025 One Time		Flat/Block	No.	Flat No.1601 and 1701,	Avisa By S Raheia
Account Head Details	Amount In Rs.	Premises/	Building		o naneja
0030045501 Stamp Duty	23564000.00	Road/Stree	et .	Perry Cross Road	
0030063301 Registration Fee	30000.00	Area/Locality Bandra West, Mumbai			
		Town/City/	District		
		PiN		4	0 0 0 5 0
		Remarks (I	f Any)		
		SecondPartyName=SUHAS NANDAN~			
		Amount In	Two Crore	e Thirty Five Lakh Ninety	/ Four Thousand Ru
Total	2,35,94,000.00	Words	pees Only	1	
Payment Details IDBI BANK	FOR USE IN RECEIVING BANK				
Cheque-DD Deta	ils	Bank CIN	Ref. No.	691033320240423175	28 2865542976
Cheque/DD No.		Bank Date	RBI Date	23/04/2024-15:41:41	Not Verified with RBI
Name of Bank			Bank-Branch IDBI BANK		
Name of Branch		Scroll No.,	Date	Not Verified with Scro	l

Department ID : Mobile No. : 0000000000 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवल दुयम निवंधक कार्योतचात नोदणी करावदाच्या दस्तासाठी लागु आहे , नोदणी न करावयाच्या दस्तासाठी सदर चलन तामु नाही .

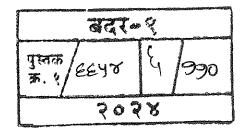






Department of Stamp & Registration, Maharashtra							
	Receipt of Document Handling Charges						
PRN	PRN 0424230713542 Date 23/04/2024						
Received for Document office Joint	Received from agreement, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Andheri 2 of the District Mumbai Sub-urban District.						
	Payment De	etails					
Bank Name	IBKL	Date	23/04/2024				
Bank CIN	Bank CIN 10004152024042312674 REF No. 2900009438						
This is computer generated receipt, hence no signature is required.							

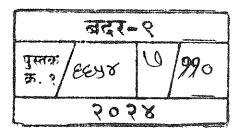






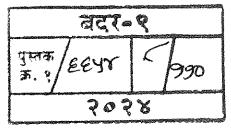
Department of Stamp & Registration, Maharashtra							
	Receipt of Document Handling Charges						
PRN	0424231113670	Date	23/04/2024				
Document I	Received from agreement, Mobile number 0000000000, an amount of Rs.200/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Andheri 2 of the District Mumbai Sub-urban District.						
	Payment D	etails					
Bank Name	IBKL	Date	23/04/2024				
Bank CIN	10004152024042312786	REF No,	2900010602				
This is computer generated receipt, hence no signature is required.							





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## AGREEMENT FOR SALE

THIS AGREEMENT ("this Agreement") is made at Mumbai this 24th day of April, 2024, BETWEEN-

M/S. S RAHEJA LOFTS LLP, a partnership firm registered under the provisions of the Limited Liability Partnership Act 2008 under LLP No.AAZ5176, having its registered address at Rahejas, Plot No. 61, S.V. Road, Khar (West), Mumbai 400 052, hereinafter referred to as the "Promoters" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners for the time-being constituting the firm, the survivors of them and the heirs, executors and administrators of the last surviving partner) of the ONE PART,

#### AND

MR. SUHAS NANDAN, age 37 years, having his address at Vazhappully House, Kothakulam Beach Road, Valappad, Valapad Beach, Thrissur, Kerala - 680567, hereinafter referred to as the "Allottee" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and permitted assignors) of the OTHER PART:

Herein, where required, the Promoters and the Allottee are collectively referred to as "Parties" and individually as "Party".

## WHEREAS: -

- A. THE LALIT PRAKASH CO-OPERATIVE HOUSING SOCIETY LIMITED, a co-operative society having its address at Plot No. 20, Perry Cross Road, Bandra, (West) Mumbai 400 050, hereinafter referred to as the "Society" is registered under the Maharashtra Co-operative Societies Act, 1960 under Registration No. BOM/HSG/1268 of 1966. The Society is the owner of the freehold plots of land bearing Plot No.20 in Suburban Scheme No. VI, bearing C.T.S Nos. (i) C/332 admeasuring 778.9 square meters, (ii) C/333 admeasuring 213.3 square meters, (iii) C/334 admeasuring 44.3 square meters and (iv) C/335 admeasuring 23 square meters, admeasuring in the aggregate 1059.5 square meters or thereabouts (as recorded in the Property Register Cards thereof), situated at Plot No.20, Perry Cross Road, Bandra, (West) Mumbai 400 050 (more particularly described in the First Schedule hereunder written and hereinafter referred to as the "Land"). A building named "Lalit Prakash" comprising of a ground floor and four upper floors, with a total of seventeen residential flats therein (hereinafter referred to as the "Old Building"), four closed garages and ancillary structures previously stood on the Land (and have since been demolished).
- B. The Old Building had seventeen flats which were occupied by a total of 17 members (hereinafter referred to as the "Members"). The flats of the Members in the Old Building are hereinafter referred to as the "Members' Old Flats". The Members also hold shares issued by the Society.
- C. The Society derives title to the Land by an Indenture of Conveyance dated 23.01.1967, made and entered into between Mrs. Jyoti Chaudhary (therein referred to as 'the Vendor') of the First Part and Lakshmi R. Tulsiani (therein referred to as 'the Confirming Party') of the Second Part and the Society (therein referred to as 'the Purchasers'), which is registered with the Sub-Registrar of Assurances bearing Registration No. BND/196 of 1967 dated 13.02.1967;
- D. By a Development Agreement dated 09.12.2021 executed by and between the Society of the First Part, the Members of the Society therein (therein referred to as the 'Executing Members') of the Second Part and the Promoters herein of the Third Part, and registered with the office of the Sub-Registrar of Assurances Bandra, under Serial No. BDR-4/11359/2021 dated 09.12.2021 (herein-after referred to as the "Development Agreement"), development rights in respect of the Land with the Old Building was granted to the Promoters for the consideration and on the terms and conditions more particularly set out therein. The Society, also executed a Power of Attorney in favour of the Promoters granting them the required powers to carry out and complete the redevelopment of the Land, and the same is registered with the office of the Sub-Registrar of Assurances; Since then, the Promoters have demolished the Old Building.

E. In terms of the Development Agreement, the Promoters are constructing a building on the Land which they have named "AVISA By S RAHEJA" (the "New Building") for which the Promoters are utilizing the primary FSI of the Land as also TDR/FSI, Premium paid FSI, Fungible FSI are utilizing with the FSI available for consumption by amalgamating the Land with adjoining plots Thermitted by the Society subsequently.

The New Building has currently been planned and approved as follows-

There will be (i) stilts at ground level (containing inter alia parking spaces, entrance lobby, etc.), (ii) residential flats above the stilts at one side (which will contain inter alia the new flats of the Members and the Promoters' premises), (iii) podiums for car-parking purposes above the stilts on the other side in a separate car parking tower(which will con-

purposes above the stilts on the other side in a separate car parking tower(which will contain car-parking spaces and, above the topmost podium, certain common amenities will be provided). The podium levels will be numbered from 'P-1' (for the first podium level above the stilts), 'P-2' and upwards so as to cover all podium levels.

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The Allotton

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- F.2. The first residential floor above the stilts will be the with the first floor, and so on, going upwards- however, the 13th floor will be renamed as 14th floor and subsequent floors shall be numbered accordingly.
- F.3. Annexed hereto and marked "Annexure A" is a schematic plan of the New Building that is currently proposed to indicate the stilt area, the residential floors and the podium levels. Such plan is subject to approvals by the MCGM/ authorities and is also subject to amendment by the Promoters (by adding additional floors or altering the layout or otherwise as the Promoters deem fit);
- G. In terms of the Development Agreement, the Promoters are constructing for the society Members new flats in the New Building (located from the first floor above the stilts) in lieu of their flats in the Old Building (hereinafter referred to as the "Members' New Flats").
- H. In terms of the Development Agreement, all other flats (with or without attached terraces) besides the Members' New Flats, and all other car-parking spaces besides those agreed to be allotted to the Members, belong to the Promoters with full rights to sell/ allot/ lease/ grant license/ deal with the same and appropriate the proceeds unto themselves and to enter into agreements for the same.
- In terms of the Development Agreement, the Promoter is also entitled to utilize all FSI and potential as may be available in respect of the Land (including FSI that the Promoter may succeed in respect of the set-back area of the Land) upto a maximum of 2.97 FSI in respect thereof. In addition, the Promoters shall also be entitled to amalgamate the Land with adjoining plots and utilize the entire FSI available to be consumed on the resulting amalgamated plot, provided the consent of the Society is obtained for the same. The Allottee agree(s) that the Promoter is entitled to utilize such additional FSI as may become available upto the issuance of the Full Occupation Certificate of the New Building, by adding additional floors/ flats to the New Building or by extending the areas of any flats as decided by the Promoters, and the benefits thereof shall belong to the Promoters without any claims to the same from the Allottee.
- J. The Promoters applied for and have obtained from the MCGM the Intimation of Disapproval (IOD) bearing No.P-9417/2021/(C-332)And Other/H/W dated 13<sup>th</sup> January 2022 and Commencement Certificate No. P-9417/2021/(C-332)And Other/H/W ward/Bandra/-C/CC/1/NEW issued on 23<sup>rd</sup> September 2022, to construct the New Building upto top of stilt of front portion, and the Promoters shall obtain further approvals from various authorities from time to the New States.
- K. The Promoters have appointed Mr. Navin Vatnani, registered with the Council of Architects as the architects of the project. The Promoters have appointed JW Consultants, Strictural Engineer for the preparation of the structural designs and drawings of the New Building. We Promoters are entitled to appoint any other architects or Structural Engineers in place of them of the other offessionals as the Promoters may deem fit. The Promoters accept the professional supervisionals the Architects and the structural Engineer till the completion of the New Building.
- L. As required by the Real Estate (Regulation and Development Act) 2016 ("RERA"), the Promoters have registered the project with the Maharashtra Real Estate Regulatory Authority ("MAHARERA") and is issued Registration No. P51800047928 dated 01<sup>st</sup> December 2022.
- M. The Allottee herein has/have demanded from the Promoters and have been given inspection of all documents relating to the development of the Land, as well as the IOD. Commencement Certificate, plans, designs and specifications prepared by the Promoters' Architects and of such other documents as are specified under RERA and the Rules and Regulations made thereunder.

  N. The Allottee herein, being fully satisfied with the rights of the Promoters.
- N. The Allottee herein, being fully satisfied with the rights of the Promoters to develop the Land, approached the Promoters for the purchase of Flat No. 1601 & 1701 on the 16th and 17th floor (





Counting from ground floor 15<sup>th</sup> and 16<sup>th</sup> floor respectively) of the New Building (hereinafter referred to as the "Flat"). The Flat is described in the <u>Second Schedule</u> hereunder written.

- O. The Promoters and the Allottee have held detailed negotiations of the terms and conditions of the sale of the Flat and, pursuant thereto, the Promoters have agreed to sell to the Allottee and the Allottee has agreed to purchase from the Promoters the Flat, for a consideration of Rs.39,27,28,000/- (Rupees Thirty Nine Crores Twenty Seven Lakhs Twenty Eight Thousand Only) (which excludes all amounts/ deposits etc. payable under this Agreement) (hereinafter referred to as the "Sale Price")
- P. As per the applicable provisions of RERA, the carpet area of the Flat no.1601 shall be 2228.84 sq.ft. or thereabouts equivalent to 207.06 square meters on the sixteenth floor (Counting from ground floor 15<sup>th</sup> Floor) which excludes the area of the covered sit-out area the area whereof is 218.50 square feet or thereabouts equivalent to 20.29 square meters or thereabouts which have been included in FSI and as part of the Flat in the plans approved by the MCGM); and Flat no.1701 shall be 1812sq.ft. or thereabouts equivalent to 168.33 square meters on the seventeenth floor (Counting from ground floor 16<sup>th</sup> Floor) which excludes the area of the covered sit-out area the area whereof is 38.99 square feet or thereabouts equivalent to 3.62 square meters or thereabouts which have been included in FSI and as part of the Flat in the plans approved by the MCGM); thus the total carpet area of the Flat is 4299square feet or thereabouts (equivalent to 399.38 square metres or thereabouts) ("Total Flat Area")
- Q. Annexed to this Agreement are copies of the following documents: -

Q.1. "Annexure A": Schematic plan of the New Building, as currently proposed;

Q.2. "Annexure B" : Title Certificate issued by the Promoters' Advocates;

Q.3. "Annexure C": Property Register Card and City Survey plan in respect of the Land;

Q.4. "Annexure D" : Copies of the I.O.D. and the Commencement Certificate issued by

the MCGM;

Q.5. "Annexure E": Floor plan of the Flat;

Q.6. "Annexure F" : A copy of the registration certificate of the project issued by MAHA-

RERA.

R. Under section 13 of RERA, it is necessary to execute a written agreement for the sale of being in fact these presents, and to register the same under the Registration Act,

he Allottee confirms that prior to the execution of this Agreement, he was provided with leadraft of this Agreement and had sufficient opportunity to go through the same and to consult lead advisors, and that the Allottee has understood and agreed to the terms and reconditions. The Allottee further confirms that prior to the execution of this Agreement, he given full, free and complete inspection of all documents relating to the development of the Land including the Development Agreement, IOD, Commencement Certificate,

drawings, plans and specifications of the New Building, the approvals/ permissions for construction/ development and had sufficient opportunity to go through the same and ver-

ify the same with his/her/his consultants/ advisers, and that the Allottee are satisfied with

Esysand have accepted the same.

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

- 1. RECITALS FORM AN OPERATIVE PART OF THIS AGREEMENT. The recitals of this Agreement shall form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part hereof and shall be interpreted, construed and read accordingly.
- INSPECTION OF DOCUMENTS PRIOR TO PURCHASE. The Allottee confirms that 2. prior to the execution hereof, the Allottee has/ have been given full, free and complete inspection of all documents relating to the development of the Land including the Development Agreement with the Society, IOD, Commencement Certificate, drawings, plans and specifications of the New Building, the approvals/ permissions for construction/ development. The Allottee has/ have prior to the execution of this Agreement satisfied themselves about the title to the Land, the terms and conditions of the Development Agreement and the rights of the Promoters to develop the Land and to sell the Flat to the Allottee, and the Allottee shall not be entitled to further investigate the title to the Land or the Promoters' right to develop the same and no requisition or objection shall be raised upon it or any matter relating thereto. The Allottee is/are aware that while the Promoters have obtained some of the approvals from the MCGM, other approvals (or amendments to approvals) may be received from time to time, and the Allottee waives his right to raise any objection in that regard. The Allottee further confirm(s) that he/she/they has/ have executed this after having read, understood, and agreed to the terms hereof.

## 3. <u>THE NEW BUILDING.</u>

The Promoters shall construct on the Land more particularly First Schedule hereunder written (and on any adjoining plots, N as aforesaid), the New Building named "AVISA" by utilizing and the present development potential thereof including fungible FSI, Premium paid FSI, TDR, road width FSI, etc., and all other development potential as may be permissible under the D.C. Regulations and/or other rules/ bye laws of the authorities and as per the Development Agreement, and FSI / development potential of any adjoining lands, if amalgamated with the said Land as aforesaid, and in accordance with the plans, designs, specifications approved by the Allottee with such variations and modifications as the Promoters, at their discretion, may consider necessary or as may be required by the concerned local authority/ government to be made in them or any of them. Notwithstanding anything contained in this Agreement, the Promoters are entitled, at their discretion, and the Allottee hereby gives the Promoters express consent, to amalgamate any adjoining plots with the said Land and carry out composite redevelopment thereof including extending/altering the height, floors, area, numbers of flats pursuant to such amalgamation and as decided by the Promoters, to make changes to the plans of the New Building including changing the layout, adding floors, to make changes to any New Building (including changing the internal laydurs 70 parts thereof, dividing flats, creating penthouses or duplex//triplex

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- 3.1.1. Provided that the Promoters shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications if the same adversely affect the Flat and/or its carpet area and or its layout;
- 3.1.2. Provided further that in the construction of the New Building, the Promoters will utilize any increased FSI that may become available (in respect of the said Land and any adjoining plots if amalgamated as aforesaid, and whether under the D.C.P. Regulations 2034, or otherwise) subject to the provisions of RERA and the Rules and regulations thereunder and subject to the Development Agreement.
  - 3.2. The Allottee has inspected all plans of the New Building and has/ have understood the various calculations of FSI and areas as approved/ approvable by the MCGM and agrees and confirms that he/she/they shall not raise any objection or grievance in respect thereof.

#### 4. SALE OF THE FLAT AND THE SALE PRICE.

4.1. The Allottee hereby agrees to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee the Flat, namely, Flat No. 1601 and 1701 on the 16<sup>th</sup> floor and 17<sup>th</sup> floor of the New Building (Counting from ground floor 15<sup>th</sup> floor and 16<sup>th</sup> floor) as shown on the floor plan thereof hereto annexed and marked "Annexure E" for the Sale Price of Rs.39,27,28,000/-(Rupees Thirty Nine Crores Twenty Seven Lakhs Twenty Eight Thousand Only) (which is inclusive of the proportionate price of the common areas and facilities appurtenant to the Flat; the nature, extent and description of the common areas and facilities are more particularly described in the Third Schedule annexed herewith).

## 5. <u>CARPET AREA OF THE FLAT.</u>

5.1 As per the applicable provisions of RERA, the carpet area of the Flat shall be As per the applicable provisions of RERA, the carpet area of the Flat no.1601 shall be 2228.84 sq.ft. or thereabouts equivalent to 207.06 square meters on the sixteenth floor (Counting from ground floor – 15<sup>th</sup> Floor) which excludes the area of the covered sit-out area the area whereof is 218.50 square feet or thereabouts equivalent to 20.29 square meters or thereabouts which have been included in FSI and as part of the Flat in the plans approved by the MCGM); and Flat no.1701 shall be 1812 sq.ft. or thereabouts equivalent to 168.33 ware meters on the seventeenth floor (Counting from ground floor – 16<sup>th</sup> Floor) which the seventeenth floor (Counting from ground floor – 16<sup>th</sup> Floor) which the seventeenth floor (Counting from ground floor – 16<sup>th</sup> Floor) which seventees the area of the covered sit-out area the area whereof is 38.99 square feet or thereabouts equivalent to 3.62 square meters or thereabouts which have been included in FSI and as part of the Flat in the plans approved by the MCGM); thus the total carpet area for the Flat is 4299square feet or thereabouts (equivalent to 399.38 square metres or thereabouts) ("Total Flat Area").

5.2 On the Promoters erecting the brick/block work of the peripheral walls of the Flat and completing cement plaster of the same, the Promoters shall intimate the same to the Allottee. The Allottee is/are entitled, within seven days of such intimation, to measure the Flat and satisfy himself/ herself/ themselves that the carpet area of the Flat is not less than agreed the agreed the agreed to have been accepted by the Allottee, (ii) the Promoters are entitled

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to commence and proceed with the finishing work and all other works of or related to the Flat, (iii) the Allottee shall thereafter not raise any objections as to the carpet area of the Flat.

## 6. VARIATIONS IN THE CARPET AREA.

- 6.1. A variation in the carpet area of the Flat shall be accepted upto 3% (three percent). The Promoters shall inform the Allottee of any variation in the carpet area of the Flat (subject to a variation cap of three percent) along with their Architects' certificate in respect thereof. If there is any reduction in the carpet area then the Promoters shall refund the excess money paid by the Allottee within forty-five days of such intimation along with interest at the rate specified in the rules framed under RERA. If there is any increase in the carpet area allotted to Allottee, the Promoters shall demand additional amount from the Allottee and the Allottee agree that the same shall be payable and shall be paid along with the Installment of the Sale Price immediately following such intimation by the Promoters. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 4 of this Agreement. The certificate issued by the Architects of the Promoters pertaining to the area of the Flat shall be binding on the Parties hereto.
- 6.2. Subject to Clause 6.1 hereof, the Sale Price is escalation-free, save and except escalations/ increases due to increase on account of development charges payable to the MCGM/ other authorities and/or any other increase in charges which may be levied or imposed by the MCGM or other authorities from time to time. The Promoters undertake and agree that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the MCGM/ other authorities, the Promoters shall enclose the said notification/order/ rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee. The Allottee hereby agree(s) and undertake(s) to make payment of such increases in levies and/or such new levies/ taxes/ development charges within the notice period that will be mentioned by the Promoters in their written intimation to the the promoters and all persons claiming through them in the specific thems.

## 7. <u>INSTALLMENTS OF THE SALE PRICE.</u>

7.1. The Sale Price and the instalments for payment thereof white are agreed to between the Parties are more particularly set out in the Fourth's chedule hereunder written (each payment of the Sale Price being hereinafter referred to as "Installment" and all payments of the Sale Price being collectively referred to as "Installments").

7.2. The instalments of the Sale Price or such other arrounds provided for in this Agreement shall be paid by the Allottes into Account Number 50200076012201- S Raheja Lofts LLP Avisa Mstr Coll Ac held by the Promoters with HDFC Bank. The RERA Account Number of the project is 50200076073893. The Promoter shall deposit 70% of the amounts in the abovementioned RERA Account.

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- 7.3. Loans availed of by the Allottee. Notwithstanding the restriction on transfer of the Flat contained in this Agreement, if the Allottee has/ have availed of/ is availing of a loan from any banks/financial institutions for the purchase of the Flat, it shall nevertheless be the responsibility of the Allottee to ensure payment of the Installments of the Sale Price (whether from such banks/ financial institutions or from his/her/their own resources or alternate resources) on the due dates- the Allottee cannot seek additional time for payment in the event such banks/ financial institutions do not make payment of any of the Installments for any reason whatsoever. Any lien over the Flat created in favour of such banks/ financial institutions shall be subject to the Promoters' first lien and charge on the Flat in respect of unpaid Installments towards the Sale Price and all other amounts/ deposits payable by the Allottee to the Promoters under the terms and conditions of this Agreement, and shall not in any manner jeopardize the rights of the Promoters.
- Third Party Payments. In the event any third party making any payments/ remittances on behalf of or at the instance of the Allottee, such third party shall not have any rights whatsoever over or to the Flat or under this Agreement, and all payment receipts will be issued in the name(s) of the Allottee alone.
- 7.5. **TDS Provisions.** Tax at source, as applicable, shall be deducted from the Sale Price (TDS) provided however that the Allottee shall be liable to submitting the original tax deduction certificate within 30 (thirty) days of the same being required to be paid into the government treasury and the Promoters shall acknowledge the same only upon the Allottee submitting the original tax deduction at source certificate and provided that the amount mentioned in the certificate matches with the Income Tax Department site. If at the time of taking possession of the Flat, such TDS certificates are not furnished, the Allottee shall deposit such equivalent amount as interest free deposit with the Promoters, which deposit shall be refunded by the Promoters on the Allottee producing such certificates within two months from the Allottee taking possession of the Flat. Provided further that in case the Allottee fail(s) to produce such certificate within the stipulated period of two months, the Promoters shall be entitled to appropriate the said deposit against the receivable from the Allottee. In this regard, the Allottee acknowledge(s) that the Allottee has/ have received from the Promoters, the permanent account number allotted to The Promoters under the provisions of the Income Tax Act, 1961, and the same is also stated in this Agreement.

APPROPRIATION/ ADJUSTMENTS OF THE INSTALLMENTS OF THE SALE

PRICE. The Allottee expressly authorizes the Promoters to adjust/appropriate all payments made by him/ her/ them under any heads of dues against outstandings, if any, as the Promoters may in their sole discretion deem fit (which shall be without prejudice to the rights and remedies of the Promoters under this Agreement and at law), and the Allottee agrees that the Allottee has/ have no right to object/demand/ direct the Promoters to adjust

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## 9. GST AND OTHER IMPOSTS.

- 9.1. The Sale Price and all other amounts payable by the Allottee under this Agreement exclude Goods And Services Tax (GST) or any other taxes, duties or dues which are currently applicable or which may hereafter be applicable in respect of the sale of the Flat or which are currently applicable or which may hereafter be applicable in connection with the construction of and carrying out the said development project) all of which are the liability/ responsibility of the Allottee alone. Accordingly, the Allottee alone is/are responsible to pay the GST and all other imposts on the Sale Price or any other amounts/ deposits mentioned in this Agreement and/or in respect of the transaction contemplated herein (whether applicable/payable now or which may become applicable/payable in future).
- 9.2. If on account of change/amendment in the present laws, rules, regulations or on account of enactment(s) of new laws by the Central and/or State Government and/or by the MCGM or any other authorities, any taxes/premiums/ amounts become payable hereafter on the amounts payable by the Allottee to the Promoters related to the purchase of the Flat by the Allottee, or if any of the current taxes, duties or dues are increased by any authorities, the Allottee shall be liable to bear and pay the increased amount or the new levies/ taxes.
- 9.3. The Promoters may allow, in its sole discretion, a rebate for earlier payments of the Installments payable by the Allottee by discounting such early payments at such rate as the Promoters agree upon for the period by which the respective Installment has been brought forward. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Allottee by the Promoters in writing.

## 10. <u>CAR-PARKING.</u>

10.1. The Promoters have agreed to allot to the Allottees absolutely free of all costs, compensation, charges and/or fee (i) all car-parking spaces on the podium — 'P8' i.e., making the entire podium on 8th level, and (ii) 01 car parking spaces bearing no.06 in the New Building) ("Car parking spaces") for their exclusive use. The exact location and dimension of Car Parking Spaces are shown in turquoise colour wash lines on the plan and exact to as Annexure "F1" and Annexure "F2" more particularly rescribed in the Second Schedule hereunder written.

10.2. The parking slots mentioned above shall be used only for the purposing the vehicle(s) of the Allottee and for no other use and subject to the byelaws, rules and regulations of the Society.

of car-parking slots and at such locations within the project as they deem fit and the Allottee herein shall have no claims or objections to the same. 2 &

10.4. The Allottee agrees and undertakes to pay the requisite monthly dues, repair charges and maintenance charges of and related to the car-parking(s) as may be levied by the authorities and/or the Society (including without limitation

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charges towards Annual Maintenance Contracts that may be entered in by the Promoters or the Society in respect of mechanized parking systems).

- 10.5. The Allottee shall not cause the Society to change the allocation of parking spaces of other premises-owners/ Allottee in the New Building.
- ADHERENCE TO THE APPROVED PLANS/ PERMISSIONS. The Promoters hereby 11. agree to observe, perform and comply with all the terms, conditions, stipulations, undertakings and restrictions if any, which may have been imposed by the concerned authorities at the time of sanctioning the plans (including amended plans) of the New Building or thereafter and shall, before handing over possession of the Flat to the Allottee, obtain from the MCGM the Occupancy Certificate in respect of the New Building. Thereafter, the Allottee shall adhere to and observe, perform and comply with all the terms, conditions, stipulations, undertakings and restrictions if any, which may have been imposed by the concerned authorities in respect of the sanctioned plans (or amended plans) of the New Building.
- TIME IS OF THE ESSENCE. Time is of the essence for the Promoters as well as the 12. Allottee. The Promoters shall abide by the time schedule for completing the project and handing over the Flat to the Allottee after receiving the Occupancy Certificate of the New Building, Similarly, the Allottee shall make timely payments of the Installments and other amounts/dues payable by him/her/them and shall meet the other obligations under the Agreement.

#### 13. **FLOOR SPACE INDEX.**

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13.1. The Promoters hereby declare that the Floor Space Index available as on date in respect of the Land is 3130.91 square meters only and the Promoters have planned to utilize the same by availing inter alia TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulations 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.

13.2. The Promoters have disclosed the Floor Space Index of 3130.91square meters as proposed to be utilized by them in the project and the Allottee has/ have agreed to purchase the Flat based on the proposed construction and sale of flats to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only.

Besides the aforesaid, the Allottee is aware that in terms of the Development Agreement, the Promoter is also entitled to utilize all FSI and potential as may be available in respect of the Land (including FSI that the Promoter may succeed in respect of the set-back area of the Land), and, if there is any increase in FSI, the same can be utilized by the Promoter, and the benefits of such additional FSI are to be shared between the Members and the Promoter as per the Development Agreement. The Allottee agrees that the Promoter is entitled to utilize such additional FSI as may become available upto the issu-99 ance of the Full Occupation Certificate of the New Building, by adding additional floors/ flats to the New Building or by extending the areas of any flats

as decided by the Promoters, and the benefits thereof shall belong to the Promoters without any claims to the same from the Allottee- the Allottee shall not raise any objections to the utilization of such additional FSI.

## 14. CONSEQUENCES OF DELAY.

- 14.1. If the Promoters fail to abide by the time schedule for completing the project and handing over the Flat to the Allottee as per the terms hereof, the Promoters shall pay to the Allottee, if so, demanded by the Allottee and if the Allottee does not intend to withdraw from the project, interest as specified in the Rules framed by MAHA-RERA on all the amounts paid by the Allottee, for every month of delay till the date of offering possession of the Flat as per this Agreement. If the Allottee decides to withdraw from the Project, the Allottee shall only have rights to receive back the amounts paid by the Allottee to the Promoters and interest thereon as stated above, and shall cease to have any rights to the Flat and the said car-parking slots, and the Promoters shall be entitled to deal with/ sell the same as they deem fit.
- 14.2. The Allottee agrees to pay to the Promoters interest as specified in the Rules framed by MAHA-RERA, on all the delayed payments which become due and payable by the Allottee to the Promoters under the terms of this Agreement from the date the said amounts are payable by the Allottee to the Promoters. It has been agreed by the Parties that payments shall be made by the Allottee within 7 (seven) days of a demand for the same being raised by the Promoters and, in the event the Allottee do not make such payment within seven days of the issuance of the demand notice by the Promoters, the Allottee shall be deemed to have committed default and shall be liable for the consequences thereof including payment of interest.
- 14.3. Without prejudice to the rights of the Promoters to charge interest in terms of sub-Clause 14.2 above, on the Allottee committing default in payment on the due dates of any amounts due and payable by the Allottee to the Promoters under this Agreement (including his proportionate share of taxes level by concerned local authorities and other outgoings) and on the Allottee committing three defaults of payment of Installments of the Sale roce or of any amounts due and payable under this Agreement, the Promoters shall be in own option, may terminate this Agreement:

Provided that the Promoters shall give notice of fifteen days in written to the Allottee, by Registered Post AD at the address provided by the Allottee and a the latter e-mail address provided by the Allottee, of their intention to terminate this Agreement and of the specific breaches of terms and conditions in respect of which it is intended to terminate this Agreement. If the Allottee fails to rectify the breaches mentioned by the Promoters within the notice period then attributed of such notice period, the Promoters shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Allottee agree that (if the Allottee shall cease to have any rights over or to the Flat, (ii) the Promoters shall refund to the Allottee [subject to adjustment and recovery of liquidated damages (which have been agreed by the Parties as ten percent of the Sale Price), interest, brokerage fees and all taxes, costs, charges and expenses suffered or incurred by the

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Promoters, or any other amount which may be payable to the Promoters] within a period of thirty days of the termination, the instalments of Sale Price of the Flat which may till then have been paid by the Allottee to the Promoters, (iii) the Promoters shall be entitled to deal with, resell and/or dispose of the Flat in the manner as the Promoters may deem fit without any intimation, reference or recourse to the Allottee. In the event of termination of this Agreement by the Promoters, if any amount/s have been paid/ reimbursed by the Allottee to the Promoters towards GST or any other imposts, the same shall be refunded by the Promoters to the Allottee subject only upon the same being received by the Promoters from the concerned government/ statutory authorities and only to the extent received.

## 15. AMENITIES, FIXTURES AND FITTINGS.

The Allotee and the Developer have negotiated the amount payable by the Members herein to the Developer on the basis that the Developer shall provide the New Flat to the Members herein on a 'bare-shell' condition, i.e., devoid of any Members' Amenities, fixtures or fittings and only with the internal walls erected- accordingly, the Members herein shall carry out all interior works to the New Flat at his own costs.

## 16. POSSESSION OF THE FLAT.

- 16.1. The Promoters shall give possession of the Flat to the Allottee on or before 31.10.2025 subject to the Allottee having paid all Installments/ amounts payable as per this Agreement. If the Promoters fail or neglect to give possession of the Flat to the Allottee on account of reasons beyond their control and of their agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee the amounts already received by them in respect of the Flat with interest at the same rate as may mentioned in RERA, its rules and regulations, from the date the Promoters received the sum till the date the amounts and interest thereon is repaid.
- 16.2. Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of the Flat beyond the aforesaid date if the completion of the New Building in which the Flat is to be situated is delayed on account of -
- 16.2.1. Acts of God including earthquakes, floods, inundations, land-slide, storm, tempest, hurricane, cyclone, lightning, epidemic, pandemic, endemic, declaration of lockdown or containment zones by the authorities, and the resultant effects causing restrictions on movement of workmen or material or delays due to restricted/ reduced functioning of the MCGM/ other authorities, or due to unavailability of labour or material;

any notice, order, rule, notification of the Government and/or other public or competent authority/court or any change in policies of the MCGM/ concerned authorities;

16.2.3. Any shortage or delay in availability or supply of labor, materials or utilities lue to causes beyond the control of the Promoters;

16.2.4. delays on account of adoption/ changes to the D.C.P. Regulations;

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- 16.2.5. any stay order / injunction order issued by any Court of Law, competent authority, M.C.G.M., statutory authority not on ground of breach of any provision or statute committed by the Promoters;
- 16.2.6. any act beyond the control of the Promoters or which prevent the Promoters from fulfilling their obligations under this Agreement.

## 17. PROCEDURE FOR TAKING POSSESSION.

- 17.1. The Promoters shall, upon obtaining the Occupancy Certificate from the MCGM and on receiving the payments of all amounts from the Allottee as per this Agreement, and subject to the terms of the Development Agreement, offer in writing the possession of the Flat to the Allottee in terms of this Agreement. The Allottee shall take possession of the Flat within 15 days (and in any event not later than sixty days, but subject to the terms of this Agreement) of the written notice from the Promotor to the Allottee, by executing necessary possession letter, indemnities, undertakings and such other documentation as prescribed in this Agreement or in the Development Agreement or as may be required by the Promoters.
- 17.2. The Allottee agree(s) to pay the maintenance charges of or related to the Flat as determined by the Promoters or by the Society, as the case may be, from the sixteenth day of the notice of the Promoters offering possession of the Flat as aforesaid, irrespective of whether or not the Allottee takes possession of the Flat. In the event the Allottee does not make payment to the Promoters of all amounts due under this Agreement or does not take possession of the Flat from the Promoters, the Promoters shall not be liable for any deterioration of the interiors of the Flat or the amenities/ fixtures provided therein, and the Promoters shall not be liable to repaint/ touch-up the Flat or replace any fixtures/ fittings, all of which shall be the liability of the Allottee alone.

be in the Promoters' name, it shall be the responsibility of the horizontal the same changed to his/her/their names at his costs. For the response the Promoters shall co-operate with the Allottee and shall also response to get in the promoters shall co-operate with the Allottee and shall also response to the promoters as may be required.

17.4. The Allottee agrees that the Promoters are entitled to frame with a regular tions inter alia for the maintenance of the New Building and the maintenance of the New Building and the maintenance of the New Building and execute, without demur, all such writings as nay be required by the Promoters in this regard at the time of taking possession of the Flat or at any time thereafter. The Promoter(s) are also entitled to appoint a house-keeping agency for the general upkeep and maintenance of the common areas of the New Building, for which proportionate payments will be required to be made by the purchase style agrees to pay, without demur or delay, the proportionate contribution towards the fees of the house-keeping agency as decided by the Promoters

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18. CONTINUED WORKS OF BEAUTIFICATION/ IMPROVEMENTS. Notwithstanding anything contained herein and notwithstanding that the Promoters may be obtained the Occupation Certificate in respect of the New Building, the Promoters are entitled to carry out works within the New Building or in the compound or to the parking systems or in the common amenities/ facilities being provided in the project (whether by way of landscaping, green areas, ornamental plants, lobby improvements & furniture, etc.) so as to enhance the aesthetics or to improve upon the facilities or to ensure a smooth and sustained functioning of the facilities/ equipment. The Allottee is also aware that the interior works to other flats will continue beyond the Occupation Certificate. The Allottee shall not obstruct such work being carried out nor shall he/she/they raise a claim of unfinished work by the Promoters, it being understood and agreed that once the Promoters have obtained the Occupation Certificate of the New Building and have completed the Flat of the Allottee as per this Agreement, the Promoters are entitled to offer in writing the possession of the Flat to the Allottee in terms of this Agreement.

#### 19. DEFECTS' LIABILITY.

- 19.1. If within a period of five years from the date of the Occupancy Certificate of the New Building, the Allottee bring to the notice of the Promoters any 'structural defect' in the Flat or the New Building then, wherever possible, such defect shall be rectified by the Promoters 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 Promoters compensation for such defect in the manner as provided under RERA.
- 19.2. "Structural defects" or "defects" means defects in the construction of the New Building and shall always exclude wear and tear, loss or damage due to a Force Majeure, defects due to minor changes/cracks in the New Building/ the Flat on account of any variation in temperature/ weather, normal wear and tear or any defects in any branded material which are covered under manufacturer warranties. The Allottee have been informed and are aware that all natural materials, including, marble, granite, natural timber, etc., contain veins and grains with tonal differences, and while the Promoters shall pre-select such natural materials for installation in the New Building and/or the Flat, their non-conformity, natural discoloration, or tonal differences/ variations at the time of installation will be unavoidable, besides which discolouration, reduction in shine/ sheen etc., would take place over time, and the Allottee shall not claims defects for the aforesaid reasons. The Allottee have also been informed and are aware that the warranties of equipment, appliances and elecronic items installed in the New Building and/or in the Flat by the Promoters shall be as per the standard warranties provided by the manufacturers/authorized suppliers/authorized service providers and accordingly any defect in such equipment, appliances and/or electronic items and/or in the installation thereof shall be rectified in accordance with the warranties provided by the manufacturers/authorized suppliers/authorized service providers and it is agreed and acknowledged that beyond the manufacturer warranties, annual maintenance contracts with original manufacturers/authorized suppliers/ au-99thonized service providers shall be obtained (i) by the Allottee in respect of the equipment, appliances and/or electronic items installed in the Flat, and (ii)

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by the Society in respect of the equipment, appliances and/or electronic items installed in the New Building.

- 19.3. The equipment, appliances and electronic items which form a part of the amenities agreed to be provided in the Flat shall be maintained, serviced and repaired by manufacturers/authorized suppliers/authorized service providers who alone shall be appointed and engaged for such maintenance, service and repair etc. and if such equipment, appliances and electronic items are maintained, serviced and repaired in any manner by any person other than the manufacturers/authorized suppliers/authorized service providers the Promoters shall not be liable to carry out any repairs or replacements.
- 19.4. It is understood and agreed that the Promoters shall also not be liable for any defects or damage if the same have been caused by reason of any breach by the Allottee of the terms of this Agreement, or any act of default, negligence, commission or omission by the Allottee and/or by any other owners/ Allottee of premises in the New Building or if the same is a result of any internal/ interior or finishing works carried out by any of the flat-purchasers/ Allottee to their respective flats. Further, such defects liability is subject to the proper use and maintenance of all material/ equipment [including without limitation the elevators, pumps, fire-fighting equipment, air-conditioners (if provided), security systems, parking systems, sanitary-ware, electrical fittings, locking systems, doors, windows, etc.] and proper maintenance contracts being executed and kept subsisting with the manufacturers/authorized suppliers/authorized service providers.

20. <u>USE OF THE FLAT</u>. The Allottee shall use the Flat or permit the same to be used only for purpose of residence. If the Allottee has been allotted car-parking spaces under this Agreement, the Allottee shall use the car-parking space(s) only for purpose of the bis vehicle, and such use shall be strictly as per the bye-laws, rules and regularity of the ciety.

## 21. ADMISSION TO THE MEMBERSHIP OF THE SOCIETY.

21.1. On receipt of the Occupancy Certificate of the New Build and on the Alestottee making payment of all amounts due under this Agreement and Alestottee shall sign all forms, applications, papers, documents and writings are many be required by the Promoters or the Society for admitting the Allottee as members of the Society and shall pay all requisite membership amounts, share money and the Society's corpus contribution. All of the aforesaid shall be forwarded by the Promoters to the Society who shall process and admit the Allottee to the membership of the Society.

21.2. The Corpus payable by the Allottee to the Society in respect of the Flat shall be as per the Development Agreement, and the Allottee agreement and the Allottee agreement takes to pay the same without any demur, failing which possession of the Flat shall be withheld without liability to the Promoter(s).

21.3. The Allottee shall from time-to-time sign and execute the application for membership and all other papers, forms, writings and documents necessary for becoming a member thereof, including the bye-laws of the Society and

The Promoters

shall duly fill in, sign and return to the Promoters within 7 (seven) days of the same being made available to the Allottee.

- 21.4. Considering that the title to the Land vests with the Society as stated in the Recitals hereof, no further vesting documents are required to be executed for transfer of title to the Land in favour of the Society.
- 21.5. The Promoters shall be entitled, but not obligated to, join as a member of the Society in respect of unsold premises and parking spaces in the New Building, if any. The Promoters shall not be liable or required to bear and/or pay any amount by way of transfer fees / charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Society for the sale / allotment or transfer of the unsold premises and unallotted parking spaces save and except the municipal taxes at actuals (levied on the unsold premises) per month in respect of each unsold/unallotted premises save and except as may be provided in the Development Agreement.
- 21.6. The Society shall be responsible for the operation and management and/or supervision of the New Building and the Allottee shall extend necessary cooperation and shall do the necessary acts, deeds, matters and things as may be required in this regard.
- 22. TERRACES ATTACHED TO ANY PREMISES. The Promoters have informed the Allottee and the Allottee is/are aware that in terms of the Development Agreement, any open areas/ decks/ sit-outs/ terraces attached to or adjacent to any of the sale premises of the Promoters are for the exclusive benefit of the premises to which such open areas/ decks/ sit-outs/ terraces are attached or are adjacent to and the Promoters can allot the same to the purchasers/ Allottee of such premises. The Allottee expressly agrees that the terraces shall belong to and be for the exclusive use of the owners/ Allottee/ occupants of such premises and forms part of such premises. The Allottee irrevocably and unequivocally agrees and covenants that the terraces that the open areas/ decks/ sit-outs/ terraces as aforesaid shall form part of such of the Promoter's flats as may be decided upon by the Promoter and shall be married to and appurtenant to such flats, and such flat-purchasers shall be exclusively entitled to use, enjoy and occupy the terrace areas to the exclusion of any other flat-holders in the New Building and shall not be a common area, and the Allottee covenants, agrees and undertakes not to lay any claims in respect of such open areas/ decks/ sit-outs/ terraces.

ENT OF OUTGOINGS/ DEPOSITS BY THE ALLOTTEE-

Commencing fifteen days after notice in writing is given by the Promoters to the Allottee that the Flat is ready for use and occupation with full Occupation Certificate, with light and water connection together with all the amenities agreed to be provided in the Flat and irrespective of whether the Allottee has/have taken possession of the Flat or not, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of all outgoings/charges in respect of the Land and the New Building including without limitation local taxes, betterment charges, N.A. Taxes, or other levies by the MCGM/ authorities (applicable/payable after the grant full Occupation Certificate), expenses for electricity, water, common lights, repairs and maintenance, salaries of clerks/ bill collectors/ watchmen/ sweepers/

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managers/ lift operators, house-keeping bills, annual maintenance contracts of the elevators/ pumps/ security systems, etc., and all other expenses necessary and incidental to the management and maintenance of the property and the New Building. Until the management of the Land and the New Building is handed over to the Society, the Allottee shall pay to the Promoters such proportionate share of all the outgoings/ dues/ maintenance bills etc., as may be determined by the Promoters. The Allottee shall pay to the Promoters provisional monthly contribution of **Rs.18/- (Rupees Eighteen Only)** per square foot of the Total Flat Area per month towards the outgoings/ dues/ maintenance bills etc., regularly by the fifth day of every month in advance and shall not withhold the same for any reason. The amount so paid shall not carry any interest and remain with the Promoters until the management of the Land and the New Building is handed over to the Society and until the Allottee has/ have been admitted to the membership thereof.

- 23.2. The Allottee shall, at the time of making payment of the last Installment of the Sale Price, pay the Promoters the various deposits and other amounts towards share money and other charges of the Society, proportionate share of taxes, outgoings, and other deposits and charges as specified in the <u>Fourth Schedule</u> hereto, and the same shall be utilized by the Promoters as stated in the <u>Fourth Schedule</u>.
- 24. RESTRICTIONS ON TRANSFER BY THE ALLOTTEE. Without first making payment of the Sale Price and all other amounts as per this Agreement, the Allottee shall not be entitled to transfer the Flat or the benefits under this Agreement in favour of any third party without first procuring a written approval from the Promoters in respect thereof. In the event of the Promoters granting such approval, the Allottee shall be required to procure from the intended transferees such writings as stipulated by the Promoters to record that the intended transferees shall make payments of all amounts due, and shall duly perform and discharge all the terms and conditions of this Agreement and shall abide by all the byelaws, rules and regulations of the Society. Further, a copy of the duly executed recording such transfer shall be furnished to the Promoters within seven worker days from the date of execution thereof.

25. REPRESENTATIONS AND UNDERTAKINGS OF THE PROMOT

The Promoters hereby represent to the Allottee as follows:

- 25.1. The Society has clear and marketable title with respect to the Land as the title report annexed to this Agreement and that the Promoters have the requisite rights of the Land so as to carry out the development of the Land as per the Development Agreement;
- 25.2. The Promoters have obtained some of the approvals and shall obtain from time to time the balance approvals from the competent authorities to care the development of the Land;
- 25.3. There are no encumbrances upon the Land;
- 25.4. There are no litigations pending before any Court of law with respect to the Lan
  The Flat has not been encumbered by the Promoters;

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- 25.5. All approvals, licenses and permits issued by the competent authorities with respect to the redevelopment of the Land are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the redevelopment of the Land shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the redevelopment of the Land;
- 25.6. The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein may prejudicially be affected;
- 25.7. Except as disclosed in this Agreement, the Promoters have not entered into any agreement with any person or party with respect to the redevelopment of the Land which will, in any manner, affect the rights of Allottee to the Flat under this Agreement;
- 25.8. The Promoters confirm that except as disclosed in this Agreement, the Promoters are not restricted in any manner whatsoever from selling the Flat to the Allottee in the manner contemplated in this Agreement;
- 25.9. On completion of the project, the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Society subject to the terms of the Development Agreement;
- 25.10. The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other levies, impositions, premiums, damages and/or penalties and other outgoings whatsoever, payable with respect to the project to the competent authorities as per the Development Agreement;
- 25.11. After the Promoters execute this Agreement, they shall not mortgage or create a charge on the Flat and if any such mortgage or charge is made or created then not-withstanding 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 in respect of the Flat.

## 26. PROMOTERS' RIGHTS OVER UNSOLD PREMISES.

26.1. The Promoters shall be at liberty to mortgage or otherwise create a charge on any of the unsold premises or on the development rights without any reference or recourse to the Allottee provided that the same does not in any way materially prejudice the rights of the Allottee in respect of the Flat.

The Allottee confirm(s) that the Promoters are entitled to carry out changes to any of the flats other than the Flat agreed to be sold to the Allottee (whether such changes are due to terms negotiated by the Promoters with other flat-purchasers, or due to change in plans by the Promoters at their discretion or due to such changes being required due to change in laws, policies or as required by the MCGM/ concerned authorities) including without limitation changes in layouts of flats, combining/ amalgamating two or more flats, creatings etc.). The Allottee agree(s) that he/she/they do(es) not have any objectings etc.)

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tion to such changes/ alterations and shall not raise any objection or obstruction in this regard.

- 27. REPRESENTATIONS AND UNDERTAKINGS OF THE ALLOTTEE. The Allottee for himself with intention to bring all persons into whosoever hands the Flat may come, hereby represent(s), undertake(s), covenant(s) with the Promoters as follows:-
  - 27.1. To maintain the Flat at the Allottee' own cost in good and tenantable repair and condition from the date that of possession of the Flat is taken or deemed to have been taken, and shall not do or suffer to be done anything in or to the New Building which may be against the rules, regulations or bye-laws, rules or regulations of the Society or local authorities, or change/alter or make addition in or to the New Building and/or the Flat itself or any part thereof without the consent of the Society and the local authorities;
  - 27.2. Not to bring into or store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the New Building or so as to cause damage to the compound, lobbies, stairways, elevators or any other common areas of the New Building, or the storing of which goods is objected to by the Society and/or by the concerned authorities- in case any damage, the Allottee shall be liable for the consequences of the breach;
  - 27.3. To carry out at his own cost all internal repairs to the Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Promoters to the Allottee and shall not do or suffer to be done anything in or to the New Building or the Flat which may be contrary to the rules and regulations and bye-lays of the Society and/or the concerned authorities. In the event of the Allottee community any act in contravention of the above provisions, the Allottee shall the responsible and liable for the consequences thereof;
  - Not to demolish or cause to be demolished the Flat or any part there 27.4. time make or cause to be made any additions or alterations of whatever it to the Flat or any part thereof, nor any alteration in the elevation and outside scheme of the New Building and shall keep the sewers, drains and pipes and electrical fittings/ pipes/ wires in the Flat 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 New Building and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat without the prior written permission of the Promoters and/or the Society and the local authorities. In case on account of any alterations being carried out by the Allottee in the Flat (whether such alterations are permitted by the Promoters/ Society / concerned authorities or not) there shall be any damage to the adjoining Premises or to the Flat situated below or above the Flat or to the common areas (inclusive of leakage of water and/or damage to drains) the his own costs and expenses repair such damage (including recu ages) and shall be liable for the costs and consequences of the s 990

27.5. Not to do or permit to be done any act or thing which may render void of voidable insurance, if any, taken in respect of the Land/ New Building or any part thereof or

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- whereby any increased premium shall become payable in respect of insurance, if any, taken in respect of the New Building;
- 27.6. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Flat in the compound or any portion of the Land and the New Building;
- 27.7. Pay to the Promoters within fifteen days of demand by the Promoters, his share of security deposits/ amounts demanded by the concerned local authorities for granting water, electricity or any other service connections to the New Building;
- 27.8. Bear and pay increase in local taxes, water charges, insurance and/or any other levies, if any, which are imposed by the concerned authorities, on account of change of user of the Flat by the Allottee for any purposes other than for purpose for which it is sold (without such payments being construed as absolving the Allottee of his obligation of not changing the user of the Flat or the consequences of such wrongful change of user);
- 27.9. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit of this Agreement or part with the possession of the Flat until all the dues payable by the Allottee to the Promoters under this Agreement are fully paid up and the Allottee has/ have adhered to all terms and conditions of this Agreement and has obtained the prior written consent for the same from the Promoters;
- 27.10. The Allottee shall observe and perform all the rules and regulations of the Society including any additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Land and the New Building and the Flat/ areas therein and for the observance and performance of the rules, regulations and bye-laws of the MCGM and all concerned authorities. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the Flat and car-parking spaces and shall pay and contribute regularly and punctually towards the taxes, expenses, all outgoings and dues in accordance with the terms of this Agreement;
- 27.11. The Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Building or any part thereof to view and examine the state and condition

The Altottee shall not to make any internal changes to the Flat that will be in deviation of the building plans sanctioned by the MCGM and/ or which may affect the Occapation Certificate issued by the MCGM or lead to any action being taken by GM against the Society or the Promoters or other premises-owners, and any chause but the Allottee will make the Allottee liable for all costs and consequences including without limitation penalties/ damages/ reimbursement of costs, etc., which will be payable by the Allottee to the Promoters/ Society;

27.13. The Allottee shall not to change any grills/ railings provided by the Promoters, and shall not fix any external grills/ railings to any windows or in any manner alter the external elevation of the New Building. The Allottee also agree(s) and undertake(s)

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that all outdoor units of air-conditioners shall be fixed only within the ducts provided. The Allottee agree(s) and undertake(s) not to enclose or misuse any chajjas;

- 27.14. The Allottee agrees not to change the colour of any balconies of the Flat or enclose any balconies;
- 27.15. The Allottee shall not raise any objection or cause any obstruction to any works being carried out by the Promoters to any of the unsold premises;
- 27.16. The Allottee hereby expressly agree(s) and that the Promoters are entitled to utilize any additional elevation features as may from time to time be permitted by the MCGM and accordingly alter the external elevation/ façade of the New Building, for which purpose the Promoters are entitled to amend/ revise the plans of the Building, for which the Allottee hereby grants his consent (which consent shall be considered to be of the Allottee as contemplated by RERA);
- 27.17. Any interior works that the Allottee intend to carry out in the Flat and any shifting of furniture/ equipment will be done through proper agencies and with utmost caution so as not to cause any damage to the Flat or the premises/ areas next to/ above/ below the Flat, or to any parts of the common areas/ utilities/ facilities or the rest of the New Building or compound. In the event the Allottee desire(s) to affix/ change tiles, sanitary ware, or any other civil work, the Allottee shall first write to the Promoters giving complete details and the Allottee shall obtain the prior written permission of the Promoters and shall adhere to the rules issued by the Promoters. Notwithstanding the aforesaid, the Allottee shall not change or puncture any plumbing lines/ electric wires/cables;
- 27.18. Any damage caused to any premises below/ next to/ above the Flat or to any parts of the common areas/ utilities/ facilities or the rest of the New Building or compound on account of any movement of material/ equipment to/from the Flat or on account of any work carried out therein shall be made good/ rectified by the Allottee at his costs and to the satisfaction of the Promoters;

27.19. As regards any equipment provided by the Promoters in the Flat, the ensure proper use and maintenance of the same and shall have a contracts signed with the authorized agencies;

27.20. The Promoters are entitled to frame rules and regulations for the manner which interior works shall be carried out by purchasers/ Allottee of the miss in the New Building. The Allottee shall be bound to comply with all such rules and regulations and agree and undertake(s) to sign such rules so framed, without any time of taking possession of the Flat or at any time thereafter as and when called upon by the Promoters.

27.21. The Allottee shall not lay any claims to any benefits or advantages that may become available to the Promoters under the Development Agreement of due to any changes in law and shall not claim any benefits to additional meast floors constructed by the Promoters and shall not raise any objection or cause any obstruction in this regard.

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## 28. RESIDENT STATUS OF THE ALLOTTEE.

- 28.1. In case of Indian Nationals: The Allottee represent(s) that he is an Indian Citizen and resident of India as defined under all applicable Indian Laws. The Allottee represents that the Allottee is not a foreign national / foreign national of Indian Origin ("PIO")/ Non-Resident Indian(s) ("NRI"), and that the provisions of Foreign Exchange Management Act, 1999 ("FEMA") or any other similar legislation do not apply to the Allottee. In the event of applicability of FEMA to any payment / refund between the Allottee and the Promoters at any time (due to change of circumstances or otherwise), including due to the Allottee status as foreign nationals / foreign nationals of Indian Origin ("PIO") / Non-Resident Indian; it shall be the responsibility of the Allottee to comply with all the procedures, formalities and conditions that may be prescribed under such applicable law or laws for the time being in force, as also their statutory amendments, re-enactments, repeals, etc. In such event, the payments/ refunds will be made from/ to the account / channels as permissible in law. It is clarified that this provision shall apply in respect of all payments including those relating to taxes, deposits, outgoings, etc., payable in relation to the Flat or under this Agreement. The Allottee indemnify and keeps fully indemnified the Promoters in relation to the above, including for all consequences that may arise due to any act of omission or commission by the Allottee in that regard.
- 29. LOGO(S) INSTALLED BY THE PROMOTERS. The Promoters are entitled to install their logo(s) and name in/upon one or more places on the exterior of the New Building or any other location on the Land and/or the New Building and the Promoters shall have full, free and complete access to the same for the purpose of repairing, painting, altering or changing the logo and the Allottee shall not obstruct or object or change or remove the logo(s)/ name, so installed, under any circumstances.
- 30. No GRANT OF THE LAND OR NEW BUILDING. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Land and New Building or any part thereof. The Allottee shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the completion of the project and the handing over of the management to the

BINDING FFECT. Forwarding this Agreement to the Allottee by the Promoters does that create a unding obligation on the part of the Promoters or the Allottee until, firstly, the Allottee sights) and deliver(s) this Agreement with all the schedules along with the payments give according to the Agreement within 30 (thirty) days from the date of receipt by the Allottee and secondly, appear(s) for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Allottee fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or fails to appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee 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

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by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

- writings signed contemporaneously with this Agreement, if any, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondence, arrangements whether written or oral, if any, between the Parties in regard to the Flat. The Allottee agree(s) that this Agreement with any writings signed contemporaneously with this Agreement overrides the information, specifications, amenities, layout, pictures etc. shown / contained in any brochure, advertisement or publicity material in respect of the project and the same cannot and shall not be relied upon in any manner. The Promotors shall not be liable, responsible, obligated and / or required to provide any and / or all such amenities, specifications, etc. as contained in any brochure, advertisement or publicity material. No right of any nature whatsoever shall be construed and / or accrued and / or deemed to have accrued in favour of any person and / or Allottee from or by virtue of any brochure, advertisements, publicity materials, documents etc.
- 33. RIGHT TO AMEND. This Agreement may only be amended through written consent of the Parties.
- 34. APPLICABILITY TO SUBSEQUENT ALLOTTEE. It is clearly understood and agreed by and between the Parties hereto that all obligations arising hereunder in respect of the Flat and under this Agreement shall equally be applicable to and enforceable against any subsequent Allottee/ transferees of the Flat in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.
- 35. METHOD OF CALCULATION OF PROPORTIONATE SHARE. Wherever in this Agreement it is stipulated that the Allottee has/ have to make any payment, in common with other Allottee in the project, the same shall be in proportion of the Total Carpet Area of the Flat to the total carpet area of all the flats in the New Building.
- 36. JOINT ALLOTTEE. In the event the Allottee are more than one, all companies shall be sent by the Promoters to the Allottee whose name appears first and artical given by as per this Agreement, and which shall for all intents and purposes be considered as properly served on all the Allottee.
- 37. STAMP DUTY AND REGISTRATION. Since the Promoters have availed of the concessions in premiums that have been granted by the Government of Makerahitarin before ary-March 2021, as per the government directives, stamp duty on this Agricultus borne by the Promoters. The Allottee agrees and undertakes to sign and execute the writings required by the Promoters and/or the MCGM and other authorities (including without limitation the certificate in Annexure-II under the Directive dated 17.02.2021 issued by the MCGM), to record the payment of stamp duty by the Promoters. Registration charges on this Agreement shall be borne by the Allottee.

## 38. MISCELLANEOUS.

38.1. Severability. If any provision of this Agreement shall be determined to be void or unenforceable under RERA or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall

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be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to 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.

- 38.2. Further Assurances. 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.
- 38.3. Place of Execution. The execution of this Agreement shall be complete only upon its execution by the Promoters through its authorized signatory at the Promoters' office, or at some other place which may be mutually agreed between the Promoters and the Allottee. The Allottee and/or Promoters shall present this Agreement at the proper registration office within the time limit prescribed by the Registration Act and shall admit execution thereof.
- 38.4. Notices. All notices to be served on the Allottee and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoters by Registered Post A.D and/or notified Email ID at their respective addresses specified below:

### If to the Allottee-

E-mail address: suhas8888@yahoo.com

Postal Address: Vazhappully House, Kothakulam Beach Road,

Valappad, Valapad Beach, Thrissur, Kerala - 680567

### If to the Promoters-

E-mail address : <u>legal@sraheja.com</u>

Postal Address: Rahejas, Plot No. 61,

S.V. Road, Khar (West),

Mumbai 400 052.

It shall be the duty of the Allottee and the Promoters to inform each other of any change address subsequent to the execution of this Agreement in the above address by Regisd Post and by e-mail failing which all communications and letters posted at the above addresses shall be deemed to have been received by the Promoters or the Allottee, as the ase may be.

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 MAHA-RERA as per the provisions of RERA and the Rules and regulations thereunder.

38.6. 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 r the time being in force and the courts in Mumbai will have the jurisdiction for this Agreement.

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38.7. Permanent Account Numbers. As required by Rule 114(b) of the Income Tax Rules, the Parties hereto declare that their Permanent Account Numbers are as mentioned below:

The Promoters

: AEOFS6962F

The Allottee

: AIQPN0369P

- 38.8. **Incorporation by Reference**. Every exhibit, schedule, and other appendix attached to this Agreement and referred to herein is hereby incorporated in this Agreement by reference.
- 38.9. **Headings**. Headings of clauses contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

## THE FIRST SCHEDULE.

(Description of the Land)

Freehold property Plot No. 20 in Suburban Scheme No. VI, bearing C.T.S Nos. (i) C/332 admeasuring 778.9 square meters, (ii) C/333 admeasuring 213.3 square meters, (iii) C/334 admeasuring 44.3 square meters and (iv) C/335 admeasuring 23 square meters, admeasuring in the aggregate 1059.5 square meters or thereabouts (as recorded in the Property Register Cards thereof), situated at Perry Cross Road, Bandra (West), Mumbai 400 050, in the Registration District and Sub-District of Mum-bai City and Mumbai Suburban, and bounded as follows-

To the North -

By Plot No.19, CTS No. 331;

To the South -

By Road

To the East

By Plot No.27, CTS No. 327;

To the West -

By Perry Cross Road.

## THE SECOND SCHEDULE

[Description of the Flat agreed to be sold to the Allottee]

Flat No. 1601 and 1701 on the 16<sup>th</sup> floor and 17<sup>th</sup> floor (counting from the ground level – 15<sup>th</sup> floor and 16<sup>th</sup> floor respectively) of the New Building named "Avisa" being constructed on the property described in the <u>First Schedule</u> above written.

As per the applicable provisions of RERA, the carpet area of the Flat shall be 2228.84 sq.ft. or thereabouts equivalent to 207.06 square meters on the sixteenth floor (Counting from ground floor – 15<sup>th</sup> Floor) which excludes the area of the covered sit-out area the area whereof is 218.50 square feet or thereabouts equivalent to 20.29 square meters or thereabouts which have been included in FSI and as part of the Flat in the plans approved by the MCGM); and Flat no.1701 shall be 1812sq.ft. or thereabouts equivalent to 168.33 square meters on the seventeenth floor (Counting from ground floor – 16<sup>th</sup> Floor) which excludes the area of the covered sit-out area the area whereof is 38.99 square feet or thereabouts equivalent to 3.62 square meters or thereabouts which have been included in FSI and as part of the Flat in the plans appropriately the MCGM); thus the total carpet area of the Flat is 4299square feet or thereabouts (equivalent to 399.38 square meters or thereabouts)

The Promotors

The Allottee

## THE THIRD SCHEDULE

Common areas and facilities

## Part A -LIMITED/RESTRICTED COMMON AREAS

- Car parking spaces earmarked by the Promoters/ Society for use of certain occupants of the New Building, as per the provisions of this Agreement and the Development Agreement.
- Any terraces/pocket terrace/s earmarked by the Promoters for exclusive use of certain occupants of the New Building.

## PART B -GENERAL COMMON AREAS

- Entrance lobbies;
- Stairways of the New Building including the floor landings for the purpose of ingress and egress
- Terrace/s above the topmost habitable floor.
- Fitness Centre, Society office and other common facilities as proposed in the approved plans and/or modified thereafter.
- Refuge areas.
- Swimming pool

## THE FOURTH SCHEDULE

(Agreed Installments of the Sale Price)

The Sale Price agreed to be paid by the Allottee to the Promoters in respect of the Flat is Rs.39,27,28,000/- (Rupees Thirty-Nine Crores Twenty Seven Lakhs Twenty Eight Thousand Only) and is agreed to be paid by the Allottee to the Promoters in the following agreed instalments-

	Instal Iment	Amount	Amount (in words) and time of payment
	1.	Rs.51,00,205/-	(Rupees Fifty One Lakh Two Hundred and Five ) by way of earnest
			money has been paid on or before the execution of this Agreement,
	ž j		the payment and receipt whereof the Promoters hereby admit and acknowledge;
	2.	Rs.3,41,72,595/-	(Rupees Three Crores Forty One Lakhs Seventy Two Thousand Five
			Hundred and Ninety Five ) shall be paid on or before execution and
D. REC	SISTRACIN		registration of this agreement;
THE CHANGE	5. NO. 3	Rs.5,89,09,200/-	(Rupees Five Crores Eighty Nine Lakhs Nine Thousand Two
SIR &		12/	Hundred) shall be paid on 2 <sup>nd</sup> slab;
SEA 3	34	Rs. 5.89,09,200/-	(Rupees Five Crores Eighty Nine Lakhs Nine Thousand Two
		2 <i>3</i> ]	Hundred) shall be paid on to be paid to the Promoters on 4th slab;
10000	-m3/0	3,5,89,09,200/-	(Rupees Five Crores Eighty Nine Lakhs Nine Thousand Two
OM SUE	URBAN		Hundred) shall be paid on 8th slab;
	6.	Rs.4,71,27,360/-	(Rupees Four Crores Seventy One Lakhs Twenty Seven Thousand
	azī.		Three Hundred and Sixty) shall be paid on 12th slab;
		Re-3,92,72,800/-	(Rupees Three Crores Ninety Two Lakhs Seventy Two Thousand
3 × 3/8	eyr	33 990	Eight Hundred) shall be paid on 16th slab;
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Instal Iment no.	Amount	Amount (in words) and time of payment					
8.	Rs.3,14,18,240/-	(Rupees Three Crores Fourteen Lakhs Eighteen Thousand Two Hundred and Forty ) shall be paid on completion of terrace slab;					
9.	Rs.3,14,18,240/-	(Rupees Three Crores Fourteen Lakhs Eighteen Thousand Two Hundred and Forty) shall be paid on completion of 20 <sup>th</sup> slab;					
10.	Rs.2,74,90,960/-	(Rupees Two Crores Seventy Four Lakhs Ninety Thousand Nine Hundred and Sixty) against the Allottee taking possession of the Flat or within fifteen days of the Promoters intimating the Allottee of the completion of the Flat (after receipt of the Occupation Certificate in respect of the New Building(s), whichever is earlier.					
	Rs.39,27,28,000/-	TOTAL					

(RUPEES THIRTY-NINE CRORES TWENTY-SEVEN LAKHS TWENTY-EIGHT THOUSAND ONLY)

## THE FIFTH SCHEDULE

(Deposits/ amounts payable by the Allottee along with the final Installment of the Sale Price, and utilization of the same by the Promoters)

## A. DETAILS OF AMOUNTS PAYABLE BY THE ALLOTTEE-

		OUNTSTATABLE BY THE ALLOTTEE.
A.i)	Rs.50,000/-	(Rupees Fifty Thousand) as a non-refundable amount towards legal
		charges; (To be paid at the time of registration of this agreement)
A.ii)	Rs.50,000/-	(Rupees Fifty Thousand) plus applicable GST as a non-refundable
		deposit towards installation of electric cables, water connections,
		and other utilities;
A.iii)	Rs.600/-	(Rupees Six Hundred) as a non-refundable amount of the company of
		money, application, entrance fee of the Society;
A.iv)	Rs.28,55,088/-	(Rupees Twenty Eight Lakhs Fifty Five Though and and Thursday)
		eight) plus applicable GST as 36 months deposit (@ Rs. per *)
		square foot of Total Carpet Area per month) towards proportionate
		share of taxes, maintenance and other charges;
A.v)	Rs.22,03,000/-	(Rupees Twenty Two Lakhs Three Thousand as contribution
		towards the corpus fund of the Society;
		,

Rs.51,58,688/- TOTAL (RUPEES TWENTY SIX LAKHS EIGHTY THREE

THOUSAND SIX HUNDRED ONLYGGT - 9

## B. <u>UTILIZATION BY THE PROMOTERS-</u>

i) The aforesaid amounts/ deposits shall not carry any interest.

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The Promoters shall utilize the sum referred to in A(i) for meeting all legal costs, charges including the professional cost of their Advocates for preparing and engrossing this Agreement. In respect of the amounts mentioned in A.(i) &A.(ii), the Promoters are not required to and shall not be called upon to render any accounts for the same. The Promoters shall be entitled to utilize the amount mentioned in A.(iv) towards payment of Municipal taxes and other taxes, outgoings, maintenance charges

and dues in the event of the Allottee making any default in the payment thereof larly as agreed to herein by him. The Promoters shall hand over the amounts make oned in A.(iv) or balance thereof to the Society. In the event of any additional amount becoming payable, the Allottee shall forthwith on demand pay and deposit elies of the Promoters. The Promoters shall also hand over to the Society the contribution towards a corpus fund mentioned in A.(v) above. In the event of any additional amount becoming payable, the Allottee shall forthwith on demand pay and deposit the difference to the Promoters. Such amounts shall be paid to the Promoter along with the applicable GST thereon.

**IN WITNESS WHEREOF** the Parties have executed this Agreement as of the day first above set forth.

SIGNED AND DELIVERED by

the within named "Promoters"

M/S. S. RAHEJA LOFTS LLP

by the hand of its partner/ authorized signatory,

Mr. Shyam G. Raheja

Mr. Shyam G. Raheja in the presence of

the following witnesses.....

Blitty (RONZT KUMAR)

(Signature & Name)

2. KARIM KWJI)
Signature & Name)

37. 12548 By 1990

The Promoters

The Allottee

## SIGNED AND DELIVERED by

the within named "Allottee"

MR. SUHAS NANDAN

in the presence of

the following witnesses.....

(Signature & Name)

(Signature & Name)

Signatures

ThumbImpressions

Photographs



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The Promoters

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## RECEIPT

RECEIVED on or prior to the date hereinabove from the within named Allottee a sum of Rs.3,92,72,795/- (Rupees Three Crore Ninety Two Lakh Seventy Two Lakh Seven Hundred and Ninety Five Only) less TDS being the amount agreed to be paid as per Fourth Schedule of this Agreement.

Ch/PO No,	Date	Bank name	In Favour of	Amount (Rs.)	
RTGS	06.03.2024	Axis Bank	S Raheja Lofts LLP Avisa Mstr Coll A/c	49,98,711/-	
RTGS	12.03.2024	Axis Bank	S Raheja Lofts LLP Avisa Mstr Coll A/c	50,487/-	
RTGS	15.04.2024	SBI Bank	S Raheja Lofts LLP Avisa Mstr Coll A/c	3,38,30,869/-	
			TOTAL	3,88,80,067/-	

WE SAY RECEIVED For M/S. S. RAHEJA LOFTS LLP

Maller



Partner/ Auth. Signatory (Promoters)

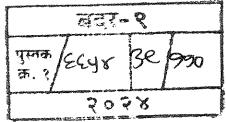


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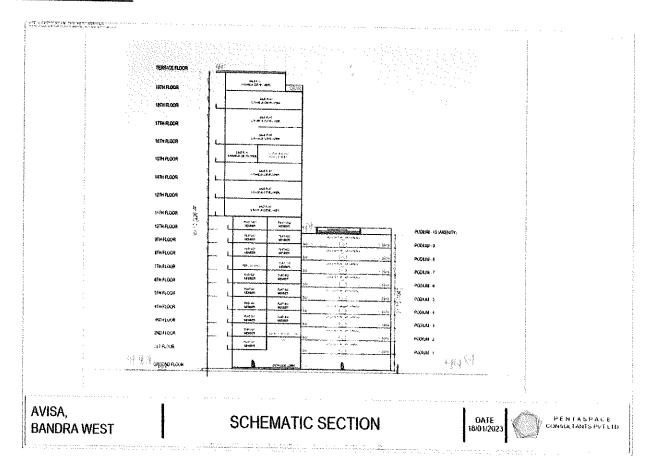
The Promoters

The Allottee

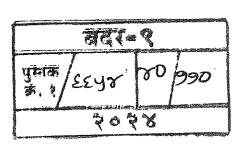




## ANNEXURE - A



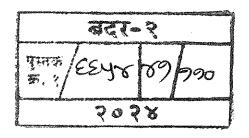




The Promoters

The Allottee

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# ANNEXURE "B'

Tel: 022-26429564 / 022-26404905

502/503, B Wing, "36 Turner Road", Bandra (West), Mumbin - 400/060.

FORMAT - A

(Circular No. 28/2021)



To Maharashtra Real Estate Regulatory Authority, Housefin Bhavan, near RBI, E Block, Bandra Kurla Complex, Bandra East, Mumbai 400 051.

## LEGAL TITLE REPORT

Sub: Title clearance certificate with respect to Final Plot No. 20 in Suburban Scheme No. VI, bearing C.T.S Nos. (i) C/332 ad-measuring 778.9 square meters, (ii) C/333 admeasuring 213.3 square meters, (iii) C/334 admeasuring 44.3 square meters and (iv) C/335 admeasuring 23 square meters, admeasuring in the aggregate 1059.5 square meters or thereabouts, situated at Perry Cross Road, Bandra (West), Mumbai 400 050, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban (hereinafter referred as the "Land").

We have investigated the title of the said Land at the request of S. RAHEJA LOFTS LLP (a partnership firm registered under the Limited Liability Partnership Act Subrect having its registered address at Rahejas, II floor, 61, S.V. Road, Khar (West Manual), 400 052) and the following documents i.e.:

## i. Description of the Land-

ALL those pieces or parcels of freehold land bearing Plot No. 20 September Scheme No. VI, bearing C.T.S Nos. (i) C/332 admeasuring 778.9 square meters (ii) C/333 admeasuring 213.3 square meters, (iii) C/334 admeasuring 44.3 square meters and (iv) C/335 admeasuring 23 square meters, admeasuring in the aggregate 1059.5 square meters or thereabouts (as recorded in the Property Register Cards thereof), situated at Perry Cross Road, Bandra (West), Mumbai 400 050, in the Registration District and Sub-District of Mumbai City and Mumbai Sub-urban, and bounded as follows-

On or towards the North:

By Plot No.19, CTS No. 331:

On or towards the South:

By Road;

On or towards the East :

By Plot No.27, CTS No. 327:

On or towards the West :

By Perry Cross Road.



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## ii. The documents pertaining to the said Land-.

The following Agreements/ Indentures:

- a. Form HH dated 2/10/1933 & Form KK dated 3/10/1933
- b. Declaration dated 27/4/1939
- c. Indenture of Mortgage dated 11/5/1939 (registered under Sr.No.2434 of Book 1 on 11/5/1939)
- d. Deed of Extension and further Mortgage dated 19/6/1939 (registered under Sr.No.3287 of Book 1 on 10/7/1939)
- e. Indenture of Mortgage dated 7/7/1939 (registered under Sr.No.3595 of Book 1 on 21/7/1939)

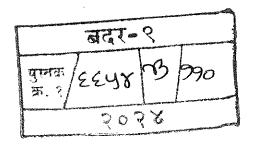
## f. Indentures-

- (i) dated 14/9/1939 (registered under Sr.No.4573 of Book 1 on 19/9/1939),
- (ii) dated 18/10/1939 (registered under Sr. No.5552 of Book 1 on 9/11/1939,
- (iii) dated 4/11/1939 (registered under Sr.No.5601 of Book 1 on 16/11/1939),
- (iv) dated 5/12/1938, (registered Sr.No.1217 of Book 1 on 14/3/1940), and
- (v) dated 29/12/1939, (registered under Sr.No.1218 of Book 1 on 14/3/1940.
- g. Probate dated 11/3/1940
- h. Indenture of Reconveyance dated 19/3/1940 (registered under Sr.No.1639 of Book 1 on 10/4/1940),
- i. Indenture of Reconveyance dated 19/3/1940 (registered under Sr. No.1640 of Book 1 on 10/4/1940),

Indenture of Conveyance dated 19/3/1940 (registered under Sr.No.1641 of Book I on 10/4/1940),

Indenture of Conveyance dated 29/3/1943 (registered under Sr.No.1739 of Flook 1 on 3/4/1943),

Indenture of Conveyance dated 18/1/1960 (registered under Sr.No.466 of Book 1 on 19/1/1960),





- m. Indenture of Contributory Mortgage dated 16/9/1960 (registered under Sr.No.7100 of Book 1 on 16/9/1960
- n. Indenture of Transfer of Mortgage dated 24/12/1964 (registered under Sr. No. 3964 of Book 1 on 8/3/1965),
- o. Indenture of Reconveyance dated 23/1/1967(registered under Sr. No. 342/67 of Book 1 on 23.04.1968 (Certified Copy).
- p. Indenture of Conveyance dated 23.01.1967 (registered under Sr. No. BND/196 of 1967 dated 13.02.1967),
- q. Indenture of Mortgage dated 31.07.1968 (registered under Sr. No. 3079 of 1968),
- r. Indenture of Reconveyance dated 01.11.2008 (registered under Sr. No. BDR-15/9485/2008 dated 01.11.2008).
- iii. Property Register Card;
- iv. Search Report for 55 years from 1967 to 2021;
- 2) On perusal of the above-mentioned documents and all other relevant documents relating to title of the said Land we are of the opinion that the title of Lalit Prakash Co-operative Housing Society Limited is clear, marketable and without any encumbrances, subject to our report on title enclosed herewith.

Owners of the said Land- Lalit Prakash Co-operative Housing Society Limited, in respect of the Land bearing Final Plot No. 20 in Suburban Scheme No. VI, bearing (i) C/332, (ii) C/333, (iii) C/334 and (iv) C/335.

3) The report reflecting the flow of the title of Lalit Prakash Co-operative Limited in respect of the said Land is enclosed herewith as an annext

Date: 10th October, 2022,

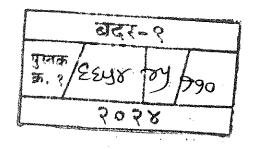
For M/s Precept Legal, Advocates

Adv. Flanian D'Souza

Partner

बदर-९ पुसक हिंध्युठ कर १७०० इ. १ हिंध्युठ कर १७००





Tel: 022-26429564 / 022-26404905

502/503, B Wang. "36 Turner Road". Gandra (West). Mumbal - 400050

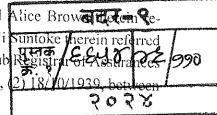


## FORMAT - A

(Circular No. 28/2021)

## FLOW OF THE TITLE OF THE SAID LAND

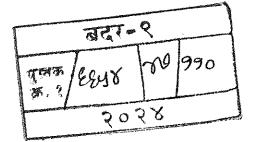
- EPITOME OF TITLE. The following is the epitome of title of the Land (which in-1. formation is based on the documents inspected by us or copies of documents furnished to us or details furnished to us)-
  - Originally, one Mrs. Alice Brown, widow of one George Brown, was the owner 1.1. of the Land, having derived title thereto by way of agreement in Form HH dated 2/10/1933 & Form KK dated 3/10/1933 granted in her favour by the concerned authorities. The said Alice Brown, vide Declaration dated 27/4/1939, declared that she was the sole and absolute owner of the Land.
  - By an Indenture of Mortgage dated 11/5/1939 between the said Alice Brown, 1.2. therein referred to as 'the Mortgagor', and one Ganshamdas Lalchand, therein referred to as 'the Mortgagee', and registered in the office of the Sub Registrar of Assurances at Bombay under Sr.No.2434 of Book 1 on 11/5/1939, the said Alice Brown created a charge on the Land by way of a mortgage (herein referred to as the "First Mortgage") on terms and conditions set out therein.
  - By way of a Deed of Extension and further Mortgage dated 19/6/1939, between 1.3. the said Alice Brown therein referred to as 'the Mortgagor' and one Ganshamdas Lalchand, therein referred to as 'tne wiongage', office of the Sub Registrar of Assurances at Bombay under Sr.No.37 (1877). shamdas Lalchand, therein referred to as 'the Mortgagee, and registered to as 'the Mortgagee, and the Mortgag payment was also extended as per terms and conditions set out in the taid De
  - By an Indenture of Mortgage dated 7/7/1939 between the said 1.4. therein referred to as 'the Mortgagor', and one Hormusji Kavas therein referred to as 'the Mortgagee, and registered in the office of Registrar of Assurances at Bombay under Sr.No.3595 of Book 1 on 21/7/1939, the said Alice Brown created a charge on the Land by way of a second mortgage (herein referred to as the "Second Mortgage") on terms and conditions set out therein.
  - By Indentures dated (1) 14/9/1939 between the said Alice Brower Re-1.5. ferred to as 'the Mortgagor' and one Hormusji Kavasji Suntoke therein referred to as 'the Mortgagee', registered in the office of the Sub Registr at Bombay under Sr. No. 4573 of Book 1 on 19/9/1939, (2) 18/



the said Alice Brown therein referred to as 'the Mortgagor' and one Hormusji Kavasji Suntoke therein referred to as 'the Mortgagee', registered in the office of the Sub Registrar of Assurances at Bombay under Sr. No.5552 of Book 1 on 9/11/1939, (3) 14/11/1939, between the said Alice Brown therein referred to as 'the Mortgagor' and one Hormusji Kavasji Suntoke therein referred to as 'the Mortgagee', registered in the office of the Sub Registrar of Assurances at Bombay under Sr.No.5601 of Book 1 on 16/11/1939, (4) 5/12/1938, between the Executrix of the Will of the said Alice Brown, therein referred to as 'the Mortgagor' and one Hormusji Kavasji Suntoke therein referred to as 'the Mortgagee', registered in the office of the Sub Registrar of Assurances at Bombay under Sr.No.1217 of Book 1 on 14/3/1940, and (5) 29/12/1939, between the Executrix of the Will of the said Alice Brown, therein referred to as 'the Mortgagor' and one Hormusji Kavasji Suntoke therein referred to as 'the Mortgagee', registered in the office of the Sub Registrar of Assurances at Bombay under Sr.No.1218 of Book 1 on 14/3/1940, further charges were created on the Land by way of mortgage on terms and conditions set out in the said indentures.

- 1.6. The said Alice Brown died on 16/1/1940 and Probate dated 11/3/1940 was granted to her daughter, one Ena Beardsley, wife of Ronald Frederick Beardsley. As Executrix and Sole Legatee of her Will.
- 1.7. By an Indenture of Reconveyance dated 19/3/1940 between the said Hormusjee Kavasji Suntoke therein referred to as the 'Mortgagee' and the said Ena Beardsley, Executrix of the Will of the said Alice Brown, therein referred to as the 'Executrix', and registered at the office of the Sub Registrar of Assurances at Bombay under Sr.No.1639 of Book 1 on 10/4/1940, the Land was reconveyed to the Executrix on repayment of all amounts due to the Mortgagee on the Second Mortgage and further charges created thereon.
- 1.8. By an Indenture of Reconveyance dated 19/3/1940 between the said Ganshamdas Lalchand, therein referred to as the 'Mortgagee', and the said Ena Beardsley, Executrix of the Will of the said Alice Brown, therein referred to as the 'Executrix', and registered in the office of the Sub Registrar of Assurances at Bombay under Sr. No.1640 of Book 1 on 10/4/1940 the Land was reconveyed to the Executrix on repayment of all amounts due to the Mortgagee on the First Mortgage and further charge created thereon.

y an Indenture of Conveyance dated 19/3/1940 between the said Ena Beardskley, Executrix of the Will of the said Alice Brown, therein referred to as the Executrix', of the First Part, the said Ena Beardsley as Sole and universal Legatec under the Will of the said Alice Brown, therein referred to as the 'Legatee' of the Second Part, and one Dr. Framroze Ratansha Parekh, therein referred to





as the 'Purchaser' of the Third Part, and registered in the office of the Sub-Registrar of Assurances at Bombay under Sr.No.1641 of Book 1 on 10/4/1940, the said Land was sold and conveyed to the Purchaser therein on the terms and covenants set out therein.

- 1.10. By an Indenture of Conveyance dated 29/3/1943 between the said Dr. Framroze Ratansha Parekh, therein referred to as the 'Vendor' of the First Part, one Chandulal Chhaganlal, therein referred to as 'the Confirming Party' of the Second Part, and one Karim Ghulamhusain and Khatiza, wife of Karim Ghulamhusain, therein referred to as 'the Purchasers' of the Third Part, and registered in the office of the Sub Registrar of Assurances at Bombay under Sr.No.1739 of Book I on 3/4/1943, the said Land was sold and conveyed to the Purchasers therein on terms set out therein and the said sale and conveyance was confirmed by the Confirming Party therein.
- 1.11. By an Indenture of Conveyance dated 18/1/1960 between the said Karim Ghulamhusain and Khatiza, wife of Karim Ghulamhusain, therein referred to as the 'Vendors' of the First Part, one Salil Choudhary, therein referred to as 'the Confirming Party' of the Second Part, and one Mrs. Jyoti Choudhary, there was a ferred to as 'the Purchaser' of the Third Part, and registered in the of Sub Registrar of Assurances at Bombay under Sr.No.466 of 19/1/1960 the said Land was sold and conveyed to the Purchas terms set out therein and the said sale and conveyance was confi Confirming Party therein.
- 1.12. By an Indenture of Contributory Mortgage dated 16/9/1960 between t Mrs. Jyoti Choudhary, therein referred to as 'the Mortgagor' of the First Part, and one Shirinbai, wife of Gulamhassan Haji Bachooally, therein referred to as 'the Party of the Second Part' of the Second Part, and one Bashir Gulamhassan Haji Bachooally, therein referred to as 'the Party of the Third Part' of the Third Part (and the said Shirinbai and the said Bashir also together referred to as 'the Mortgagees' therein), and registered in the office of the Sub Registrar of Assurances at Bombay under Sr.Nc.7100 of Book 1 on 16/9/1960, the said Mrs. Jyoti Choudhary created a charge on the Land by way of a murtgage on conditions set out therein.

1.13. By an Indenture of Transfer of Mortgage dated 24/12/19 Shirinbai, wife of Gulamhassan Haji Bachooally and the said B

san Haji Bachooally, therein referred to as the Transferors of the One

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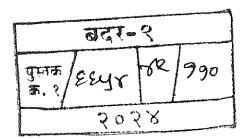
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Messrs. Laxmichand Bhagaji, therein referred to as 'the Transferees' of the Other Part, and registered in the office of the Sub Registrar of Assurances at Bombay under Sr.No.3964 of Book 1 on 8/3/1965, the said Mortgage dated 16/9/1960 was transferred to the Transferees therein and all amounts due on the said mortgage was assigned to the Transferees therein.

- 1.14. By an Indenture of Reconveyance dated 23/1/1967 between Messrs. Lax-michand Bhagaji through its partners Chimanlal Khumchand Shah, Harshadlal Khumchand Shah and Suresh Khumchand Shah, therein referred to as 'the Transferees' of the One Part and Mrs. Jyoti Choudhary, therein referred to as 'the Mortgagor', and registered in the office of the Sub Registrar of Assurances at Bombay under Sr.No.342/67 of Book 1 on 23/4/1968, the Land was reconveyed to Mrs. Jyoti Choudhary on repayment of the amounts due on the mortgage dated 16/9/1960.
- 1.15. By an Indenture of Conveyance dated 23.01.1967, made and entered into between Mrs. Jyoti Chaudhary (therein referred to as "the Vendor") of the First Part and Lakshmi R. Tulsiani (therein referred to as "the Confirming Party") of the Second Part and Lalit Prakash Co-operative Housing Society Limited (therein referred to as "the Purchasers" and herein referred to as "the Society"), which is registered with the Sub-Registrar of Assurances bearing Registration No. BND/196 of 1967 dated 13.02.1967, the said Jyoti Chaudhary, at the request and confirmation of the said Lakshmi R. Tulsiani conveyed the said Land unto the Society;
- 1.16. By an Indenture of Mortgage dated 31.07.1968, made and entered into between the Society (therein referred to as the "Mortgagors") of the One Part and Maharashtra State Co-operative Housing Finance Corporation Limited (hereinafter referred to as "MSCHFCL") (therein referred to as the "Mortgagees") of the Other Part, which is registered with the Sub-Registrar of Assurances bearing Registration Serial No. 3079 of 1968, the Society mortgaged the said Land to Maharashtra State Co-operative Housing Finance Corporation Limited (hereinafter referred to as "MSCHFCL") in order to raise finance for the construction of the building named "Lalit Prakash" on the Land (the "Old Structures"). The Old Structures were accordingly constructed on the Land and the flats therein were sold allotted to the members of the Society.

The Society having repaid the loan, the said MSCHFCL reconveyed the Land the Society by an Indenture of Reconveyance Dated 01.11.2008, which is registered with the Sub-Registrar of Assurances bearing Registration Serial No. BDR-15/9485/2008 dated 01.11.2008.

1.18. In the circumstances, the Society is the title-holder of the Land.







#### 2. DEVELOPMENT RIGHTS-

- 2.1. By a Development Agreement dated 9th December 2021 (hereinafter referred to as the "Development Agreement"), executed by and between the Society, the Society-members therein and the Developers [namely, M/S. S RAHEJA LOFTS, a partnership firm registered under the provisions of the Limited Liability Partnership Act 2008 under LLP Identification No. AAZ-5176 having its registered address at Rahejas. Plot No. 61 S. V. Road, Khar (West), Mumbai 400 052], and registered at the Office of Sub-Registrar of Assurances under Serial No. BDR-4/11359/2021, the Society, for itself and its members, granted development rights in respect of the said Land to the Developers with rights inter alia to demolish the said Old Structures and re-develop the same, as per the floor plans and specifications attached thereto and as may be sanctioned / approved by the Mumbai Municipal Corporation of Greater Mumbai ("MCGM").
- 2.2. Pursuant to the Development Agreement, the Society also executed a Power of Attorney on the same date in favour of the Society, which is duly registered with the Office of Sub-Registrar of Assurances, thereby granting the requisite powers and authority to carry out and complete the development of the said Land.
- 2.3. The Society has made several representations on title as recorded in the Development Agreement, recording inter alia that the said Land is of freehold tenure and free from all encumbrances and that the title to the said Land is clear and marketable and that the Society has in its possession the original title documents of the said Land (which are listed above). We had taken the present aforesaid title documents.
- 2.4. The Society has also executed a Declaration dated 22.01.2022 therein the Sticiety, through its managing committee members (III D), Murlig Evani, Chair man, (2) Mr. Ashish Talreja, Secretary, (3) Mrs. Jean Communes, Treasmer has declared inter alia that it is absolutely seized and policies of the marketable and free from encumbrances.
- 2.5. In terms of the said Development Agreement, the said Developers are entitled to develop the said Land by demolishing the Old Structures and by constructing a new building thereon, by utilising the FSI of the Land, TDR FSI, premium FSI, fungible FSI etc., as per the said Development Agreement. In terms of the Development Agreement, the Developers have the full right to sell or otherwise deal with all other flats and car-parking spaces (besides the 17 flats of the



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existing Society members and the car-parking spaces reserved for them as per the Development Agreement).

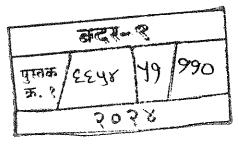
3. A public notice dated 15th November 2021 was issued in newspapers inviting third party claims to the Land within a 14-day period from the issue of the notice. The public notice appeared in 'The Times of India', 'The Free Press Journal' and 'Navshakti'. No claims were received in response to the public notice.

## 4. <u>EXCLUSIONS -</u>

- 4.1. This Report on Title pertains to the right, title, interest and/or entitlement of Lalit Prakash Co-operative Housing Society Limited to the said Land more particularly described in the <u>Schedule</u> hereto.
- 4.2. This Title Report is based on the documents details, information, representations, and clarifications provided to Precept Legal, hence M/s Precept Legal shall not be responsible for any losses, damages, costs or other consequences resulting from relying on this Title Report, if any information material to this Report on Title has been withheld or misrepresented.
- 4.3. M/s. Precept Legal has assumed the authenticity and completeness of all documents submitted to it, the accuracy as to factual matters of each document, authenticity of all signatures and the signatories' authority to sign and their legal capacity.
- 4.4. M/s. Precept Legal has assumed that all the permissions/ orders/ notifications/ sanctions issued or granted or passed by the relevant authorities as mentioned herein, have been passed by issued or granted or passed by following due process of law and we have assumed that all such relevant authorities have exercised their powers in accordance with the applicable laws.

M/s Precept Legal has neither carried out any physical inspection in respect of the said Land nor commented on the development potential of the same, nor has carried out any technical diligence pertaining to the structures on the Land, their reas or approvals or authenticity thereof;

Precept Legal has not conducted any searches before any court of law or before any other authority (judicial or otherwise) to verify whether the said Land as the subject matter of any litigation. M/s. Precept Legal have relied upon the said Declaration of the Society referred to above, confirming that no litigations are pending in any court in respect of the Land.





 On the basis of the information (which has been gleaned from the copies of the documents furnished to us), the title of the Society to the Land appears to be clear and marketable.

## **SCHEDULE**

ALL those pieces or parcels of freehold land bearing Plot No. 20 in Suburban Scheme No. VI, bearing C.T.S Nos. (i) C/332 admeasuring 778.9 square meters, (ii) C/333 admeasuring 213.3 square meters, (iii) C/334 admeasuring 44.3 square meters and (iv) C/335 admeasuring 23 square meters, admeasuring in the aggregate 1059.5 square meters or thereabouts (as recorded in the Property Register Cards thereof), situated at Perry Cross Road, Bandra (West), Mumbai 400 050, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, and bounded as follows-

On or towards the North:

By Plot No.19, CTS No. 331;

On or towards the South:

By Road:

On or towards the East:

By Plot No.27, CTS No. 327;

On or towards the West:

By Perry Cross Road.

Date: 10th October, 2022.

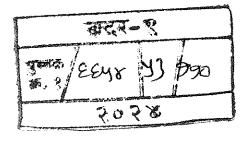
For M/s Precept Legal, Advocates

Adv. Flanian D'Souza

Partner

खदर • ६ प्रमानं /हस्पुर पुर / १९०० इ. १ / २०२४





# ANNEXURE "C"

# महाराष्ट्र ैशासन

		मालमता	पत्रक	2264
गाव/पेठ : सी वार्ड		सालुका/न.भू.का. : -	ागर भूमापन अधिकारी,बांद्रा	जिल्हा : गुनई उपनमर
नगर भुगापन कमांक	(शिट) फ्लो (नंबर) नंब	दि होत थाँ.मी.	**** Y U15 182 (2) I V	भारानाला दिलेल्या आकारणाचा किंवा भारताचा तपशिल आणि ध्याच्या फ्रेरतपाश्चणीची नियत वेळ
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4 <b>4</b> (45)	Essatiabai W/o Rarim of Gulam Huseen
******	[Karam Gutan: Pusein ] [Kratijabai W.Za Karim of Gulam Husean ] [By Purchase By 79,990/- dated 79-3-83 ]
पट्टेदार	
इतर भार	
इतर शेरे	

दिनांक <sub>व</sub>	व्यवहार	खंड क्रमां क	नियन घारक(घा) पहेदार(प) किंव। भार	साक्षाकंन
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]  92%-2496       	Mostgage to Ra.1900ecc/-95-9-50		E ¶Sharinbal Gulamhussani Haji Bachocally «Bashir Gulamhussani Haji Bachocally	चही- २६/०८/१९६५ C.T.S.O.
   918/04/9988     	्टान्सकर खोफगाउँगेन च.९१०००४-२४-१२-६४	. 3//	ह गेरार्स छबन्ध्यंद भागार्थी	सही- ov/ot/1980 न.भू.ज.
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BAYONY 1983, S	भारत् थ्या २८५६ रहा वर्णन मागाने कायधासम्य गता.श.६०० १९५८ अंगठवरणावनी वाग्रकानुसार य ४ स च्या नाणे संवर्धी कायकानुसारकोत्र आकाराचे ऋषातार केले.			নান- ২০০০/২৩১১ মিলিনিন্দুঅন্ত্রেক্সকার
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पुस्तक (४६५४) पर १९९०

Page 1 of 2

## महाराष्ट्र ैशासन

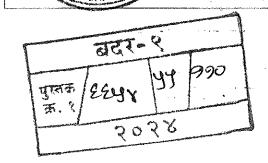
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39/01/2019	मा जमार्वर्दी आयुक्त आणि संधालक भूमि अनिलंख (म.साज्य) पूण यांचेकरील परिपाल क्रम्यूम्प्रमुक्तिक्वार्दी नोंद/२०१५ पुणे दि.१६/२/२०१५ व इकडील आदेश क्र.न.भूसी वोंडं/फे.क्र४५६ भिर्माक क्रिकेट्रिक्यु कर्मिक केवळ योंकशी नोंदवहीवरील क्षेत्र व मिलकल पत्रिकेट्रील क्षेत्र पेडार - श्रिकेसमाकक्रमुद्दीवर्दिक सुद्ध जंगीक्षेत्र अवारी क्षेत्रकोतेश पूर्णाकसीन दशाश वी.मे। दालक कर्ने.	1		फ्रेशकार के.अब्द्ध्यमाणे राही- ३५/०८/२०५ व. मू. अ. योदा

प्रकृति परिका (देशिक १२७/२०११) हैं के :00 AM रोजी) हिजीटल स्वाहरीत केली असल्यामुके त्यावर कीणत्याही सही शिक्याची आवश्यकता नाही. केलिपी कुछ डाउपिकोक्विनोक स्थाप स्थाप स्थाप स्थाप अस्ति १४००३८ AM प्रकृति क्यो नाही त्यावर्ग अस्ति केळिपा. ताल्यकोप्यक इत्यांच्या अस्ति स्थाप स्थाप स्थाप सामान २२०५१००००१७४८४६९ हा अमाक





## महाराष्ट्र ैं शासन

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# महाराष्ट्र ैशासन

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हि मिळकत पत्रिका (दिनांक ३/२७/२०१९ १२:००:०० AM रोजी) डिजीटल स्वासरीत केली असल्यामुळ त्यावर कोणत्यारी सही शिवयाची आवश्यकता करी. मिळकत पत्रिका डाजनलोड दिनांक १०/१८/२०२१ ३:३७:१५ PM वैधता पडाताळणी नाटी http://aaphedi.loksh.mahabhuni.gav.in/DSLP/propedycard या संकेत स्थळत्वर जाऊन २२०५१००००१७४८४७१ हा क्रगांक

वापराचा.



# ANNEXURE "c"

श्री/श्रीमती. . . . . . . . . यांचे नक्क्ल अर्जान्वये नगर भूमापन- वांद्रे (प) येथील पुनर्विलोकन आलेख क्र. . ी . . . . स्मी/332 ले 335 . चा तयार केलेला वरून न.भू.क्र. कारणापूरती नकाशा

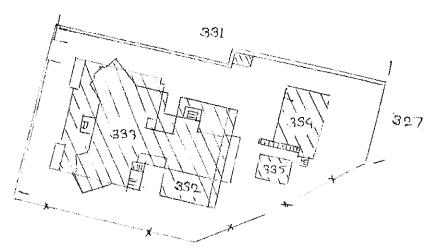
न.भू.क्र. औ/332 ते 335

नगर भूमापन : वांद्रे (प.) व्यी वॉर्ड

तालुका : अंधेरी

जिल्हाः मुंबई उपनगर

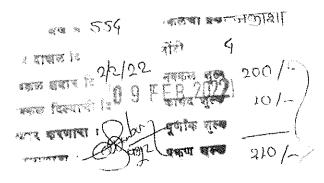






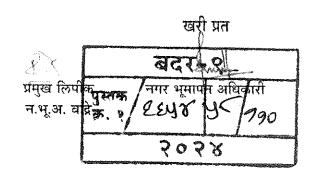


- १) सदरची नक्कल मूळ नगर भूमापन/ठापील आलेख/पुनविलोकन आलेखावरून करणेत आली आहे.
- २) सदरची नक्कल मूळ नगर भूमापनाचे बेळेची जागेची परिस्थिती दर्शबिते. पुनर्विलोकनाचे वेळी जागेवर आढळून आलेली स्थिती दर्शविते.
- ३) सदरची नक्कल जागेवरील अद्यावत स्थिती दर्शवित नाही. जागेची स्थिती दर्शविणा-या नकशासाठी मोजणी करून घेणे आवश्यक आहे.



नगर भूमापन क्रमांक ्सी/ 332 ते 335 मध्ये काळया रंगाने दर्शविलेली . 5 (.पा.५) . . बांधकामे आहेत. तसेच लाल रंगाने दर्शविलेली . --बांधकामे आहेत. लाल रंगाने दर्शविलेली बांधकामांची नोंद मकाशा वुरूरती नोंवबहीत विनांक . . 🙃 . रोजी घेण्यात आलेली आहे/ नाही,

> परिरक्षण भूमीपक क्र. रे वांद्रे, मुंबई उपनगर जिल्हा





## MUNICIPAL CORPORATION OF GREATER MUMBAI

NO. Ch.E./DP34202109111342678 D.P. Rev. dt. Refer Inward Number: H/W/2021/111342681 Payment Dated 03/09/2021

Office of the Chief Engineer (Development Plan)

Municipal Head Office, 5th Floor.

Annex Building, Fort.

Mumbai - 400 001

To.

Mr./Mrs. J T Vatnani Juhu

Sub: Development Plan 2034 remarks in respect to Land Bearing C.T.S. No(s) 332,333,334 and 335 of BANDRA-C Village situated in H/W Ward, Mumbai.

Ref : Application u/no. H/W/2021/111342681 Payment Challan No. DP34202109111342678 Dated 03/09/2021 certifying payment of charges made under Receipt no. 18200051808 Dated 03/09/2021

#### Gentleman/Madam,

With reference to above, Development Plan 2034 remarks sanctioned by GoM in respect of subject land boundaries, shown in blue color boundary on the accompanied plan, are as follows.

Description	Nomenclature	Remarks
CTS No.	332,333,334 and 335	
Village	BANDRA-C	
Development Plan 2034 referred to Ward	H/W	
Zone [as shown on plan]	Residential(R)	
	Existing Road	Present
Sanctioned Roads affecting the Land [as shown on plan]	Proposed Road	NIL
	Proposed Road Widening	NIL
Reservation affecting the Land [as shown on plan]	NO	
Reservation abutting the Land [as shown on plan]	NO	THE SUB REGISTORY
Existing amenities affecting the Land (as shown on plan)	NO	
Existing amenities abutting the Land (as shown on plan)	NO	
Whether a listed Heritage building/ site:	<del>Yes</del> / No	A SUB- THE STATE OF THE STATE O
Whether situated in a Heritage Precinct:	Yes / No	TANAN .
Whether situated in the buffer zone/Vista of a listed heritage site:	Yes / No	
Whether a listed archaeological site (ASI);	Yes / No	The second secon
Whether situated in the buffer zone/Vista of a listed archaeological site (ASI):	Yes / No	ACT_O
Land affected by Coastal Regulation Zone as per CZMP approved u/no. J-17011/8/95-1A.III dt. 19.1.2000	of India notification under Ne HTL ( High Tide Line) indicate by MCZMA or the appropriate	ment the eol shall be governed as per the Government \$50,14(E) of 19.2.1991 as amended upto date, the ed in DP remark is subjectly to confirmation of the same faulthout.  Lisetback lines with man scald(as shown in
his is electronically generated report. Hence personal signature is not	required.	CHE/DP3402-0910 1342678/DP/H/W

accompaying document for block and location plan overview) with respect to plot(s) under reference i.e. CTS/CS/FP No(s) 332,333,334,335, of village, BANDRA-C, the land under reference falls under CRZ II Category. Therefore the development shall be governed as per the Ministry of Evironment and Forest, Govt. of India, Notification No. 114(E) of 19.02.1991 as amended up to date.

The remarks are offered based on the records of CS/CTS boundaries/CS/CTS Nos available with this office. However the boundaries shown in the records of City Survey Office shall supersede those shown on the DP Remarks Plan.

Demarcation: The Alignment of the proposed road/R.L. and boundaries of reservations and their area are subject to the actual demarcation on site by E.E.T&C./A.E.(Survey) as case may be.

Remarks are offered only from the zoning point of view without reference to ownership and without carrying out actual site inspection and without verification of the status of the structures if any on the land under reference. Status of the existing road, if any, shall be confirmed from the concerned Ward Office.

The DP Remarks and Plan shall be read with notification no. TPB.4317/629/CR-118/2017/UD-11 dt. 8.11.2017, TPB.4317/778/CR-267/2017/UD-11 dt. 7.2.2018, TPB.4317/629/CR-118/2017/DP/UD-11 dt 8.5.2018 & TPB.4317/629/CR-118/2017/EP/UD-11 dt.8.5.2018 before granting any development permission on the land/s. (For the Sanctioned Modification & Excluded Portion the link for notification is as under:

#### Notifications:

MCGM Home Page (portal.mcgm.gov.in)> Ward & Departments> Chief Engineer - Development Plan>Docs> Sanctioned DP2034

EP Sheets: MCGM Home Page (portal mcgm.gov.in)> Ward & Departments> Chief Engineer - Development Plan>Docs> Sanctioned DP2034> Development Plan 2034 (Excluded Part) EP Sheets, 8th May 2018 - For Suggestions / objections by Government SM Sheets: MCGM Home Page (portal mcgm.gov.in)> Ward & Departments> Chief Engineer - Development Plan>Docs> Sanctioned DP2034> Development Plan 2034(sanctioned part) SM sheets, 8th May 2018

## Additional Information

Water pipeline Remark:

Water pipeline near the plot (4.20 meters far) has 250 mm pipe diameter.

Sewerline Remark: Sewer Manhole near the plot (Node No. 13190403, 4.77 meters far) has invert level 28.84 meters with reference to Town Hall Datum (THD).

The plot has minimum 30.60 meters and maximum 31.00 meters ground level with reference to Town Hall Datum (THD)

REGULAR LINE REMARKS (Traffic):

As far as Traffic department is concerned, there is no proposed or sanctioned Regular Line/Road Line at present along the plot C.T.S. No.(s) 332,333,334 and 335 of Village BANDRA-C in H/W ward of M.C.G.M. as shown bounded blue on accompanying plan.

As far as Survey department is concerned, there is no proposed or sanctioned Regular Line/Road Line at present along the plot C.T.S. No.(s) 332,333,334 and 335 of Village BANDRA-C in H/W ward of M.C.G.M. as shown bounded blue on accompanying plan.

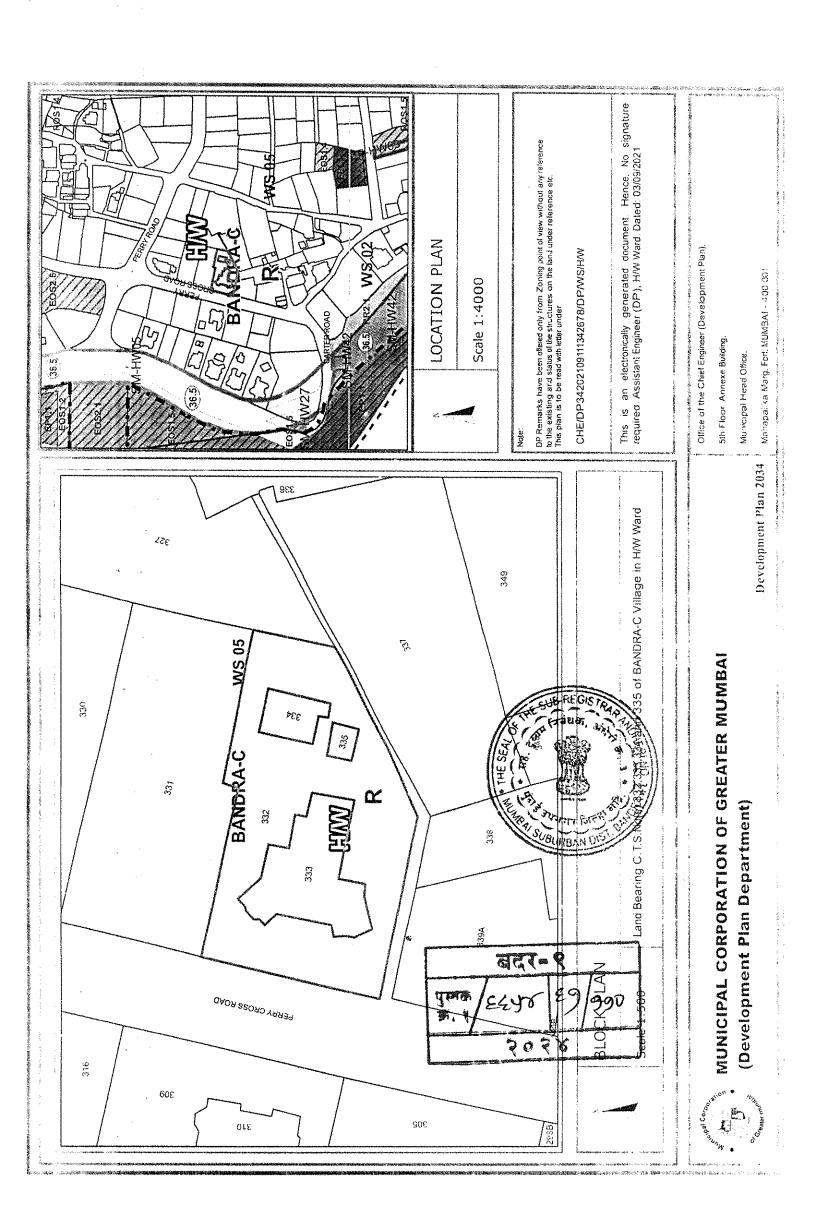
Acc: As Plan

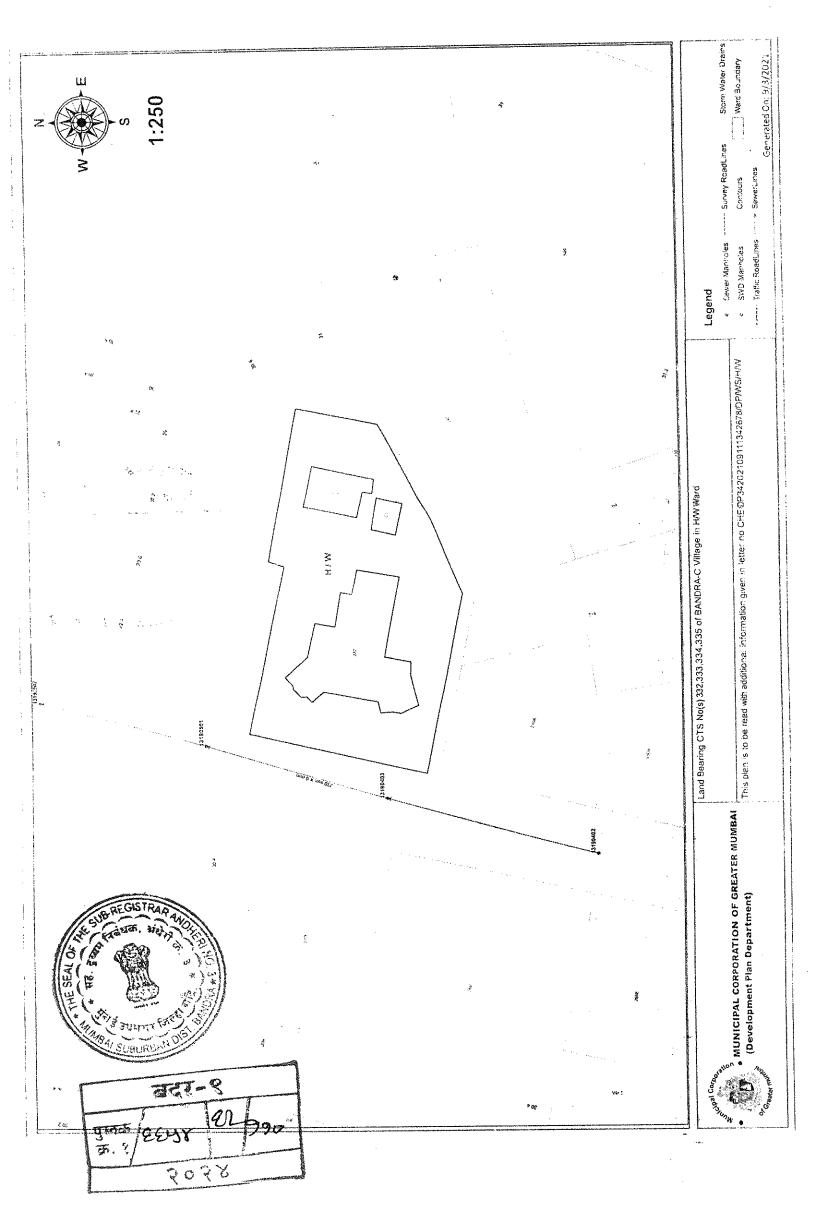
Note: The above information is as per the data received from concerned MCGM Departments.



s is electronically de gnature is not required. 1990 新 0

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346 Form ------

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



MUNICIPAL CORPORATION OF GREATER MUMBAI

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

No. P-9417/2021/(C/332 And Other)/H/W Ward/BANDRA-C/IOD/1/New

MEMORANDUM

To.

Lalit Prakash CHS Ltd.

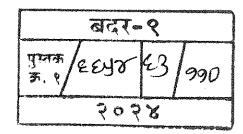
CTS no. C/332, C/333, C/334 & C/335 of village Bandra, Perry cross road, Bandra (W), Mumba

With reference to your Notice 337 (New), letter No. 7627 dated. 17/11/2021 and the plans. Sections Specifications and description and further particulars and details of your buildings at Proposed building on plot bearing CTS no. C/332, C/333, C/334 & C/335 of village Bandra, Perry cross road, Bandra (W), Mumbai. CTS/CS/FP No. C/332, C/333, C/334 & C/335 furnished to me under your letter, dated 17/11/2021. 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 COMPLIED WITH BEFORE STARTING THE WORK.

- That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding as per D.C. Regulation No.38(27) before starting the work
- That the low lying plot will not be filled upto a reduced level of atleast 28.04 mtr. T.H.D. or 0.15 mtr. Above adjoining road level whichever is higher with murum, earth, boulders etc. and will not be levelled, rolled and consolidated and sloped towards road side, before starting the work.
- 3 That the commencement certificate under section 44/69 (1)(a) of the M.R.T.P. Act will not be obtained before starting the proposed work
- That the Structural Engineer will not be appointed. Supervision memo as per appendix XI (regulation 5(3) (ix) will not be submitted by him.
- That the structural design and calculations for the proposed work and for existing building showing adequacy thereof to take up the additional load will not be submitted before C.C.
- That the sanitary arrangement shall not be carried out as per Municipal specifications and drainage layout will not be submitted before C.C.

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- 7 That the Indemnity Bond indemnifying the Corporation for damages, risks, accidents etc.and to the occupiers and an undertaking regarding no nuisance will not be submitted before C.C./starting the work.
- That the existing structure proposed to be demolished will not be demolished or necessary Phase Programme with agreement will not be submitted and got approved before C.C.
- That the existing structure proposed to be demolished will not be demolished or necessary Phase Programme with agreement will not be submitted and got approved before C.C. That the requirements of N.O.C. of (i) Reliance Energy /Tata Power, [ii] S.G. [iii] P.C.O., [iv] A.A. & C. (H/W ward), [v] S.P. [vi] S.W.D., [vii]H.E. will not be obtained and the requisitions if any will not be complied with before occupation certificate / B.C.C.
- That the qualified/registered site supervisor through architect/structural Engineer will not be appointed before applying for C.C.
- 11 That "All Dues Clearance Certificate" related to H.E.'s dept. from the concerned A.E.W.W. [H/W Ward] shall not be submitted before applying for C.C.
- 12 That the development charges as per M.R.T.P. (amendment) Act 1992 will not be paid.
- 13 That the requisite premium as intimated will not be paid before applying for C.C.
- 14 That the NOC from Society will not be submitted before C.C.
- That the registered undertaking shall not be submitted for 1. Payment of difference in premium paid and calculated as per revised land rates. 2. agreeing to demolish the excess area if constructed beyond permissible FSI shall not be submitted before asking for C.C.
- That the C.C. shall not be asked unless payment of advance for providing treatment at construction site to prevent epidemics like Dengue, Nalaria, etc. is made to the Insecticide Officer of the concerned Ward Office and provision shall be made as and when required by the Insecticide Officer for inspection of water tanks by providing safe but stable ladder, etc. and requirements as communicated by the Insecticide Office shall not be complied with.
- 17 That the Janata Insurance Policy in the name of site and policy to cover the compensation claims arising out of workman's compensation Act 1923 will not be taken out before starting the work and also will not be renewed during the construction work
- That the soil investigation will not be done and report thereof will not be submitted with structural design.
- 19 That the building will not be designed with the requirements of all relevant IS codes including IS code 1893 for earthquake design while granting occupation certificate from Structural Engineer to that effect will be insisted
- That no main beam in R.C.C. framed structure shall not be less than 230 mm. wide. The size of the columns shall also not be governed as per the applicable I.S. Codes.
- That all the cantilevers [projections] shall not be designed for five times the load as per I.S. code
  1893-2002. This also includes the columns projecting beyond the terrace and carrying the overhead water storage tank, etc.
- 22 That the R.C.C. framed structures, the external walls shall be less than 230 mm, if in brick masonary or 150 mm autoclaved cellular concrete block excluding plaster thickness as circulated under No.

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CE/5591 of 15,4,1974.

- 23 That the registered undertaking for not misusing the part / pocket terraces, for inadequate height of the parapet wall thereby restricting terrace area for general use by residents and area claimed free of F.S.I. will not be submitted
- 24 That the registered undertaking for water proofing of terrace and Nahani traps shall not be submitted
- 25 That the Indemnity Bond for compliance of I.O.D. conditions shall not be submitted
- 26 That the owner / developer shall not display a board at site before starting the work giving the details such as name and address of the owner / developer, architect and structural engineer, approval no. and date of the layout and building proposal, date of issue of C.C., area of the plot, permissible built up area, built up area approved, number of floors etc
- 27 That the design for Rain Water Harvesting System from Consultant as per Govt. notification under Sec.37 [2] of MR&T.P. Act, 1966 under No.TPB-4307/396/CR-24/2007/UD-11dt.6/6/2007 shall not be submitted.
- 28 That the authorized Pvt .Pest Control Agency to give anti malaria treatment shall not be appointed in consultation with P.C.O.
- That the RUT to sell the tenements/flats on carpet area basis only and to abide by the provision of MOFA (Act) amended upto date and the I.B. Indemnifying the MCGM and its employees from any legal complications arising due to MOFA shall not be submitted 29
- 30 That the debris removal deposit of Rs. 45,000/- or Rs. 22/- per sq.mtr. of the built up area, whichever is less will not be paid before further C.C.
- 31 That the 'Debris Management Plan' shall not be got approved from Executive Engineer [Env.] and the conditions therein shall not be complied with.
- 32 That the N.O.C. from Collector - M.S.D. for excavation of land shall not be submitted
- 33 That the labour welfare tax as per circular No. Dy.Ch.Eng/3663/BP (City) Dt. 30.9.2011 shall not be paid before asking for C.C.
- 34 The developer shall not submit the registered undertaking agreeing to comply with & rules, regulations, circulars, directives related to the safety of construction labors/y Marg<del>ustilla</del>. to time by the department of building & other construction labours, Government
- 35 That the prospective buyer and existing tenants regarding concessions availed spaces, deficient parking spaces etc. as well as not objecting neighborhood dev open spaces etc. and the clause shall not be incorporated in sale agreement.
- That the R.U.T. stating that Developer/Prop.Society, will not take any objection 36 development on adjoining plot with deficient open spaces and also condition will deficient open spaces of proposed bldg. in the sale agreement.
- Proprietated and 37 That the Registered Undertaking stating that the conditions of E.E. (T & C) NOC shall not be with and to that effect the mechanized parking equipped with safety measures will be maintained permanently in safe condition to avoid any mishap and an indemnity bond indemnifying MCGM and its officers against any litigation, costs, damages, etc. arising out of fallure of mechanized system /nulsance due to mechanized system to any person shall not be submitted.
- That the R.U.T. shall not be submitted by the developer stating that fungible compensatory FSI for 38

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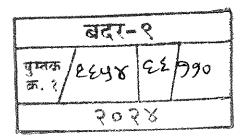
onment with deficient

rehabilitation component shall not be used for sale component.

- That the registered undertaking shall not be submitted for payment of difference for fungible, open space deficiency or any type of premium retrospectively as & when demanded by M.C.G.M.
- That the RUT shall not be submitted stating that the difference of payment for additional 50% FSI shall be paid and calculated as per the revision of rates by the Government from time to time as per the condition No.5 mentioned in Notification and circular before requesting for C.C.
- That the letter from owner stating that they will accept the refund of additional 50% FSI premium paid, without claiming any interest thereon, if the development proposal is not approved / rejected by M.C.G.M. shall not be submitted
- That the work shall not be carried out between 6.00 am to 10 pm only in accordance with Rule 54(3) of the Noise Pollution (Regulation & Control) Rules, 2000 and the provision of notification issued by Ministry of Environment and Forest department from time to time shall not be duly observed. (as per circular No.ChE/DP/7749/Gen dtd.07.06.2016.
- That the R.U.T. & Indemnity Bond shall not be submitted stating that owner/developer and concerned Lic. Surveyor shall compile and preserve the following documents. a) Ownership documents. b) Copies of IOD, CC subsequent amendments, OCC, BCC and corresponding canvas Mounted plans .c) Copies of Soil Investigation Report. d) RCC details and canvas mounted structural drawings .e) Structural Stability Certificate from Lic. Structural Engineer. f) Structural audit reports. g) All details of repairs carried out in the buildings. h) Supervision certificate issued by Lic. Site Supervisor. i) Building Completion Certificate issued by Lic. Surveyor j) NOC and Completion Certificate issued by C.F.O. k) Fire safety audit carried out as per the requirement of C.F.O. The above documents shall be handed over to the end user/prospective society within a period of 30 days in case of redevelopment of properties and in other cases, within 90 days after granting occupation certificate by the developer. The end user/prospective society shall preserve and maintain the above said documents/plans and subsequent periodical structural audit reports and repair history. Further, the end user/ prospective society shall carry out necessary repairs/structural audit/fire safety audit, etc.at regular intervals as per requirement of C.F.O. A copy of the sample agreement to be executed with the prospective buyers incorporating the above conditions shall not be submitted to this office.
- That all the structural members below the ground shall not be designed considering the effect of chlorinated water, sulphur water, seepage water, etc. and any other possible chemical effect and due care while constructing the same shall not be taken and completion certificate to that effect shall not be submitted from the Licensed Structural Engineer.
- That the R.U.T. shall not be submitted by the owner/developer for maintaining the noise levels as per the norms of Pollution Control Board
- That all the conditions and directions specified in the order of Hon'ble Supreme Court dated 15/03/2018 in Dumping Ground case will not be compiled with before starting demolition of structures and/or starting any construction work.
- That adequate safeguards are not employed in consultation with SWM Dept. of MCGM for preventing dispersal of particles through air and the construction debris generated shall not be deposited in specific sites inspected and approved by MCGM.

That the debris shall not be managed in accordance with the provisions of Construction and Demolition at Gishage. Management Rules 2016 and requisite Bank Guarantee as demanded by MCGM for faithful compliance of Waste/Debris Management plan shall not be furnished before demolition of structures or Construction work

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- That the R.U.T. shall not be submitted by the developer stating that fungible compensatory FSI for rehabilitation component shall not be used for sale component.
- That the Registered agreement with individual tenant for permanent alternate accommodation shall not be submitted.
- That the work shall not be carried out between 7.00 A.M. to 7.00 P.M. only.
- 52 That the Fungible area statement for the existing tenents shall not be submitted
- That Minutes of meeting, Society GBR for availing benefit of Reg.33(7)B shall not be submitted
- 54 Survey remarks/ Status of road from AE Maint.H/W shall not be submitted

#### C: CONDITIONS TO BE COMPLIED BEFORE FURTHER C.C

- 1 That the notice in the form of appendix XVI of D.C.R. shall not be submitted on completion of plinth.
- 2 That N.O.C. from Civil Aviation department will not be obtained for the proposed height of the building
- That the debris shall not be transported to the respective Municipal dumping site and challan to that effect shall not be submitted to this office for record.
- That the N.O.C. from A.A. & C. [H/W Ward] shall not be submitted.
- 5 That the plinth stability certificate from R.C.C. consultant shall not be submitted
- 6 That the work-start notice shall not be submitted
- 7 That the testing of building material to be used on the subject work shall not be done and results of the same will not be submitted periodically
- That the quality control for building work / for structural work / supervision of the work shall not be done and certificate to that effect shall not be submitted periodically in proforma.
- That the Janata Insurance Policy and work mans compensation in the name of site or policy to cover the compensation claims arising out of workman's compensation Act 1923 will not be taken out before starting the work and also will not be renewed during the construction work.
- That "All Dues Clearance Certificate" related to H.E.'s dept. from the concerned A.E.W.W. [H/W Ward] shall not be submitted before applying for C.C.

#### D: GENERAL CONDITIONS TO BE COMPLIED BEFORE O.C.

- That the separate vertical drain pipe, soil pipe with a separate gully trap, water main, O.H. tank etc. for Nursing home, user will not be provided and that the drainage system or the residential part of the building will not be affected.
- That the completion certificates from: site supervisor, structural engineer (structural stability), rain water harvesting consultant shall be submitted.
- That the dust bin and vermiculture bin will not be provided as per C.E.'s circular No. CE/9297/II dated 26.6.1978
- That the surface drainage arrangement will not be made in consultation with E.E.(S.W.D.) or as per his remarks and a completion certificate will not be obtained and submitted before applying for occupation certificate/8.C.C.

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- 5 That the 10' wide paved pathway upto staircase will not be provided.
- That the surrounding open spaces, parking spaces and terrace will not be kept open and unbuilt upon; and will not be leveled and developed before requesting to grant permission to occupy the bldg. or submitting the B.C.C. whichever is earlier.
- 7 That the lift certificates shall be submitted.
- That B.C.C. will not be obtained and IOD and debris deposit etc. will not be claimed for refund within a period of six years from the date of occupation
- That every part of the building constructed and more particularly overhead water tank will not be provided with the proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder.
- That the final completion from CFO, no dues cft. From AA&C, DCC, smoke test certificate shall be submitted.
- That adequate safeguards shall be employed in consultation with SWM Dept. of MCGM for preventing dispersal of particles through air and the construction debris generated shall be deposited in specific sites inspected and approved by MCGM.



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

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

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the 12 January day of 2023 but not so as to contrivance any of the provision of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time in force.

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

Executive Engineer, Building Proposals, Zone, Wards.

#### SPECIAL INSTRUCTIONS

- 1. THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.
- 2. Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Mumbai has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.
- 3. Under Byelaw, No. 8 of the Commissioner has fixed the following levels :-

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

- a) Not less than, 2 feet (60 cms.) above the center of the adjoining street at the nearest point at which the drain from such building can be connected with the sewer than existing or thereafter to be-laid in such street
- b) Not less than 2 feet (60 cms.) Above every portion of the ground within 5 feet (160 cms.)-of such building.
- c) Not less than 92 ft. ([ITownHall]) above Town Hall Datum.
- 4. Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus compilance with this provision is punishable under Section 471 of the Act Irrespective of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion on occupation is detected by the Assessor and Collector's Department.
- 5. Your attention if further drawn to the provision of Section 353-A about the necessary of compiting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and togram a permission before occupation and to leavy penalty for non-compliance under Section 471 if necessary.
- 6. Proposed date of commencement of work should be communicated as per requirement Bombay Municipal Corporation Act.
- 7. One more copy of the block plan should be submitted for the Collector, Mumbai Suburbs

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 Necessary permission for Non-agricultural use of the land shall be obtained from the Collector Mumbai Suburban District before the work is started. The Non-agricultural assessment shall be paid at the site that may be fixed by the Collector, under the Land Revenue Code and Rules there under.

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



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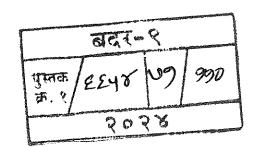
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#### NOTES

- 1) The work should not be started unless objections are complied with
- 2) A certified set of latest approved plans shall be displayed on site at the time of commencement the work and during the progress of the construction work.
- 3) Temporary permission on payment of deposit should be obtained any shed to house and store for construction purpose, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and certificate signed by Architect submitted along with the building completion certificate.
- 4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site workers, before starting the work.
- 5) Water connection for constructional purpose will not be given until the hoarding is constructed and application made to the Ward Officer with the required deposit for the construction of carriage entrance, over the road side drain.
- 6) The owners shall intimate the Hydraulic Engineer or his representative in Wards atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presume that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- 7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks metal, sand preps debris, etc. should not be deposited over footpaths or public street by the owner/architect/their contractors, etc without obtaining prior permission from the Ward Officer of the area.
- 8) The work should not be started unless the manner in obviating all the objection is a department.
- 9) No work should be started unless the structural design is approved.
- 10) The work above plinth should not be started before the same is shown to this office and acknowledgement obtained from him regarding correctness of the open spaces of the open spaces.
- 11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to

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avoid the excavation of the road an footpath.

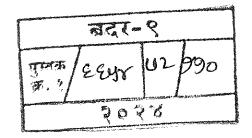
- 12) All the terms and condition of the approved layout /sub-division under No. of should be adhered to and complied with.
- 13) No Building /Drainage Completion Certificate will be accepted non water connection granted (except for the construction purpose) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay Municipal Corporation Act and as per the terms and conditions for sanction to the layout.
- 14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.
- 15) The access road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner including asphalting lighting and drainage before submission of the Building Completion Certificate.
- 16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- 17) The surrounding open spaces around the building should be consolidated in Concrete having broke glass pieces at the rate of 12.5 cubic meters per 10 sq. meters below payment.
- 18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.
- 19) No work should be started unless the existing structures proposed to be demolished are demolished.
- 20) The Intimation of Disapproval is given exclusively for the purpose of enabling you to proceeds further with the arrangements of obtaining No Objection Certificate from the Housing Commissioner under Section 13 (h) (H) of the Rent Act and in the event f your proceeding with the work either without an intimation about commencing the work under Section 347(1) (aa) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act 1966, (12 of the Town Planning Act), will be with drawn.
- 21) If it is proposed to demolish the existing structures be negotiations with the tenant, under the circumstances, the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following:-

i. Specific plans in respect of evicting or rehousing the existing tenants on hour stating their number be REGISTATE the areas in occupation of each.

Specifically signed agreement between you and the existing tenants that they are willing to avail or the alternative accommodation in the proposed structure at standard rent.

lans showing the phased programme of constructions has to be duly approved by this office before

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starting the work so as not to contravene at any stage of construction, the Development control Rules regarding open spaces, light and ventilation of existing structure.

- 22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first starting the work.
- 23) In case of additional floor no work should be start or during monsoon which will same arise water leakage and consequent nuisance to the tenants staying on the floor below.
- 24) The bottom of the over head storage work above the finished level of the terrace shall not be less than 1.20 Mt. and not more than 1.80 mt.
- 25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained.
- 26) It is to be understood that the foundations must be excavated down to hard soil.
- 27) The positions of the nahanis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- 28) The water arrangement nut be carried out in strict accordance with the Municipal requirements.
- 29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Corporation Act.
- 30) All gully traps and open channel drains shall be provided with right fitting mosquito proof made of wrought iron plates or hinges. The manholes of all cisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on highly serving the purpose of lock and the warning pipes of the rabbet pretested with screw or dome shape pieces (like a garden mari rose) with copper pipes with perfections each not exceeding 1.5 mm in diameter. The cistern shall be made easily, safely and permanently accessible be providing a firmly fixed iron ladder, the upper ends of the ladder should be earmarked and extended 40 cms above the top where they are to be fixed as its lower ends in cement concrete blocks.

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

32) a Louvres should be provided as required by Bye0law No. 5 (b)b Lintels or Arches should be provided over Door and Windows opening

c The drains should be laid as require under Section 234-1(a) d The inspection chamber should be plastered inside and outside.

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

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Executive Engineer, Building Proposals Zones ..... wards.

#### P-9417/2021/(C/332 And Other)/H/W Ward/BANDRA-C/IOD/1/New

Copy To :- 1. NAVIN JAIKRISHAN VATNANI 51,SWASTIK PLAZA, V.M. ROAD, JVPD Scheme, Vile Parle (West)

- 2. Asst. Commissioner H/W Ward.
- 3. A.E.W.W. H/W Ward,
- 4. Dy.A & C. Western Suburb I
- Dy.A & C. Western Status 1
   Chief Officer, M.B.R. & R. Board H/W Ward .
   Designated Officer, Asstt. Engg. (B. & F.) H/W Ward ,
   The Collector of Mumbal





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C - 3



# BRIHANMUMBAI MUNICIPAL CORPORATION FORM 'A'



### MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No P-9417/2021/(C/332 And Other)/H/W Ward/BANDRA-C/FCC/1/Amend

#### **COMMENCEMENT CERTIFICATE**

To. S RAHEJA LOFTS LLP, C.A. To Owner Raheja's 62, 2nd floor, S.V.Road, Khar (West), Mumbai-400052

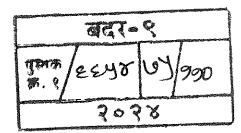
Sir.

With reference to your application No. P-9417/2021/(C/332 And Other)/H/W Ward/BANDRA-C/FCC/1/Amend Dated. 17 Nov 2021 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 17 Nov 2021 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. - C.T.S. No. C/332, C/333, C/334 & C/335 Division / Village / Town Planning Scheme No. BANDRA-C situated at Perry Cross road Road / Street in H/W Ward Ward.

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

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

The Municipal Commissioner has appointed Shri. **Asst. Engineer.(BP) HWest** Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.



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This CC is valid upto 22/9/2023

Issue On: 23 Sep 2022

Valid Upto :

22 Sep 2023

Application Number:

P-9417/2021/(C/332 AND OTHER)/H/W

WARD/BANDRA-C/CC/1/NEW

Remark:

CC up to top of Stilt (front portion) i.e. ht. 4.30mt. & upto top of 1st podium (rear portion) i.e.ht. 3.70 mt. AGL as per approved plan dated 13-01-2022.

Approved By

Exe Engineer (BP) H Ward

**Executive Engineer** 

Issue On: 12 Jul 2023

Valid Upto:

11 Jul 2024

Application Number:

P-9417/2021/(C/332 And Other)/H/W

Ward/BANDRA-C/FCC/1/New

Remark:

Further C.C. up to top of 13th floor (front portion) i.e. height 62.03 mtrs. AGL (including LMR + OHT) & up to the 7th podium (rear portion) AGL as per approved plans dated 13-01-2022.

Note:-

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

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

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

Approved By

Asst. Engineer.(BP) H/West

Assistant Engineer (BP)

Issue On

Valid Upto:

22 Sep 2024

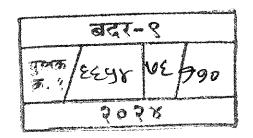
Applicati

417/2021/(C/332 And Other)/H/W Warti/BANDRA-C/FCC/1/Amend

P-9417/2021

Vard/BANDRA-C/FCC/1/Amend

Page 2 of 3 On 21-Dec-2023



#### Remark:

Re-endorsement of earlier C.C. and further C.C. up to top of 14th upper floor + LMR & OHT i.e. height up to 53.60 mt. AGL as per approved amended plan dated 08/12/2023.

#### Note:-

- 1] That Utmost care with all precautionary, preventive and safety measures shall be adopted while carrying out the work to avoid the mishaps and accident.
- 2] To carry out the work strictly under the supervision of Structural Engineer and L.S/Architect.
- 3] Approval is given on the basis of documents submitted by L.S./Architect. This further C.C. is without prejudice to legal matters pending in court of law if any.
- 4) Cognizance of circular U/no. CHE/DP/214/GEN Dated 15/09/2023, and circular u/no. MGC/F/1102 Dated 25/10/2023 and relevant guidelines issued time to time for air pollution shall be strictly taken on the site.



For and on behalf of Local Authority Brihanmumbai Municipal Corporation

Cc to:

1. Architect.

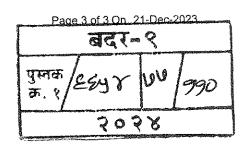
2. Collector Mumbai Suburban /Mumbai District.

Assistant Engineer . Building Proposal

Western Suburb I H/W Ward Ward

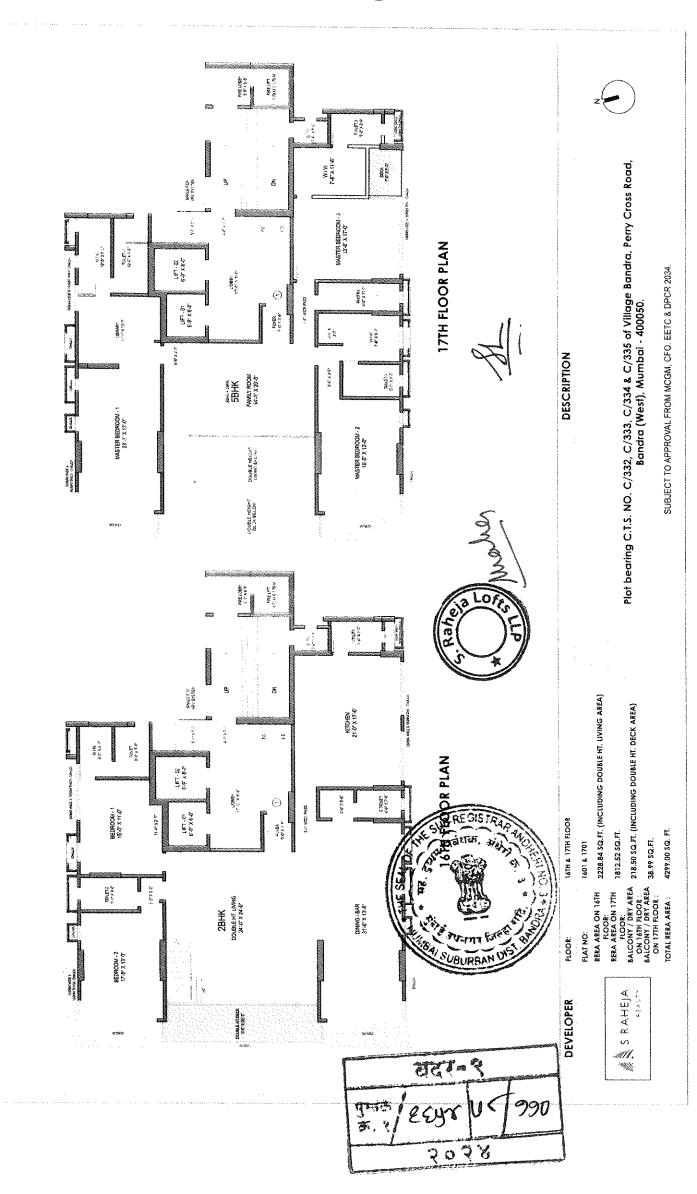


P-9417/2021/(C/332 And Other)/H/W Ward/BANDRA-C/FCC/1/Amend





# ANNEXURE "E"



## ANNEXURE "F"



#### Maharashtra Real Estate Regulatory Authority

#### REGISTRATION CERTIFICATE OF PROJECT FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number: P51800047928

Project: AVISA BY S RAHEJA , Plot Bearing / CTS / Survey / Final Plot No.: C/332, C/333, C/334 & C/335 at Andheri, Andheri, Mumbai Suburban, 400050;

- 1. S. Raheja Lofts LIp having its registered office / principal place of business at Tehsil: Andheri, District: Mumbai Suburban, Pin. 400052.
- 2. This registration is granted subject to the following conditions, namely:-
  - The promoter shall enter into an agreement for sale with the allottees;
  - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of interest and Disclosures on Website) Rules, 2017;
  - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;

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

- The Registration shall be valid for a period commencing from 01/12/2022 and ending with 31/10/2025 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 regulat under

> Signature valid Digitally Signed b Dr. Vasant (Secretary remar

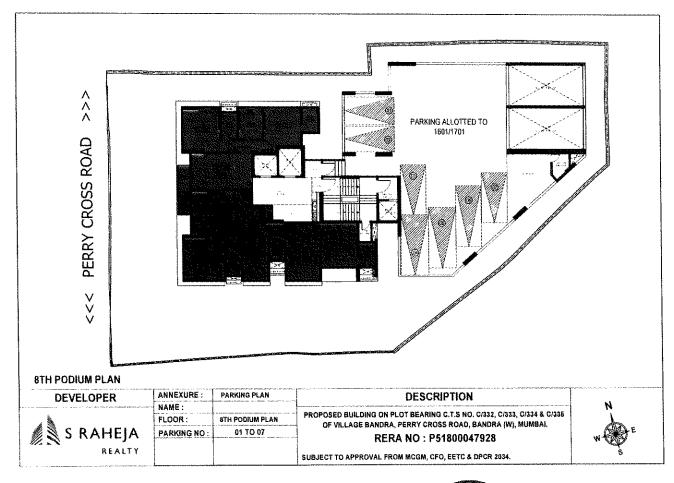
12-2022 11:51 Date:01-

Dated: 01/12/2022 Place: Mumbai

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



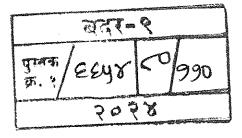
# ANNEXURE "FI"





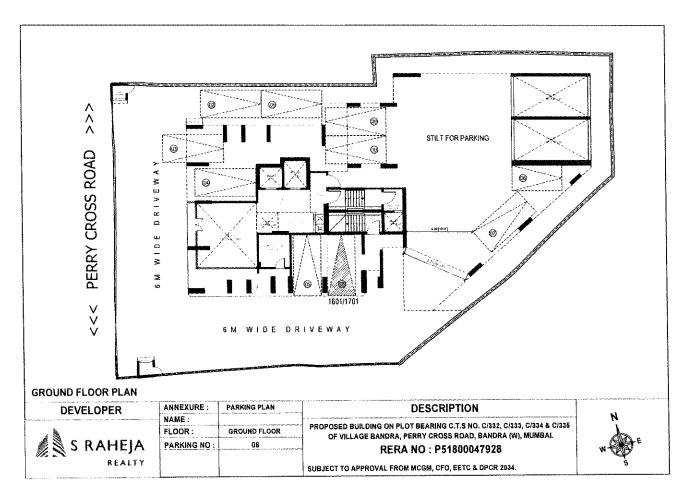






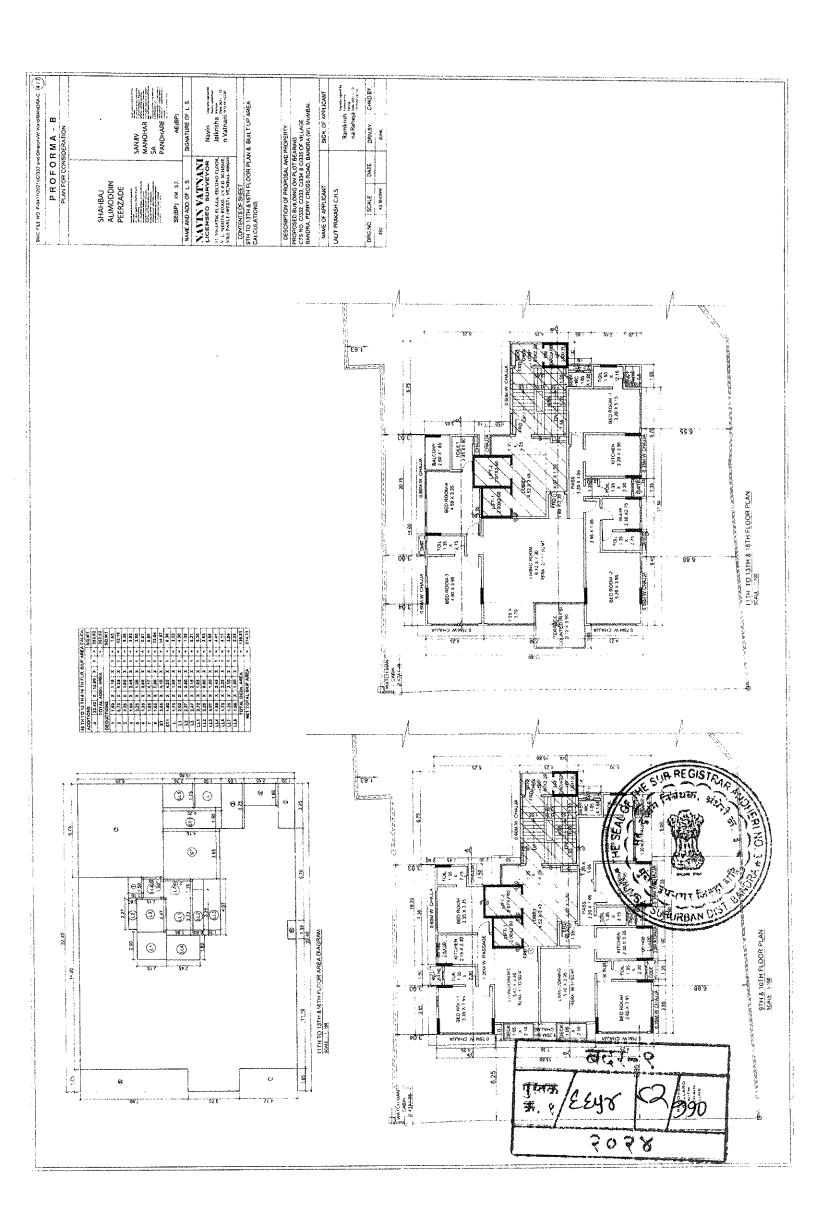


# ANNEXURE "F2"

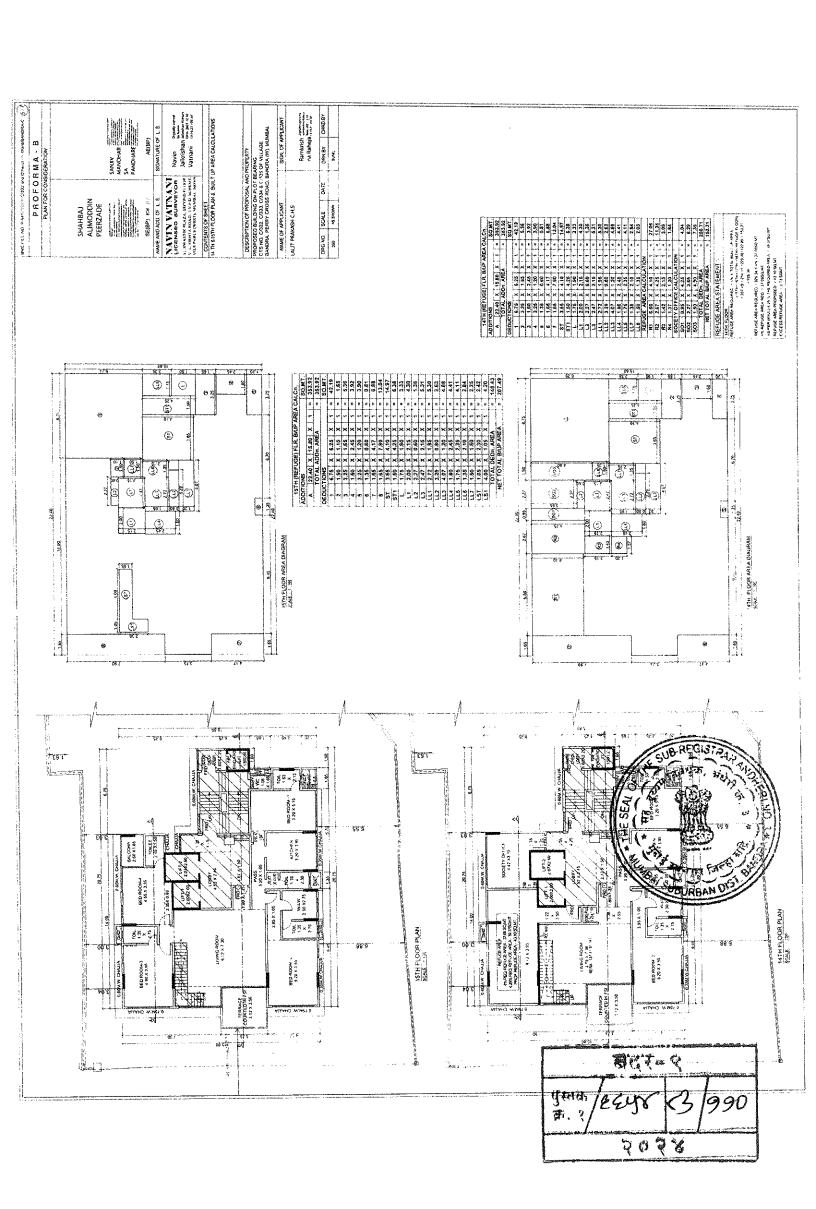




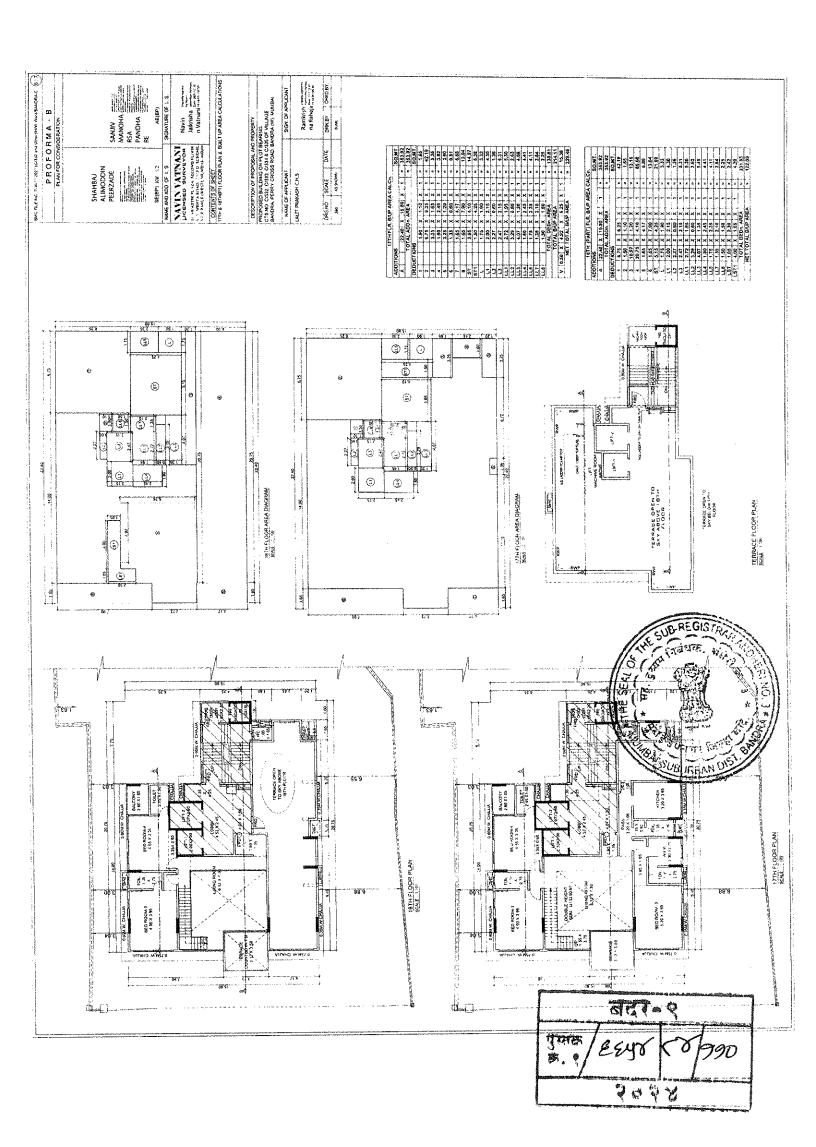




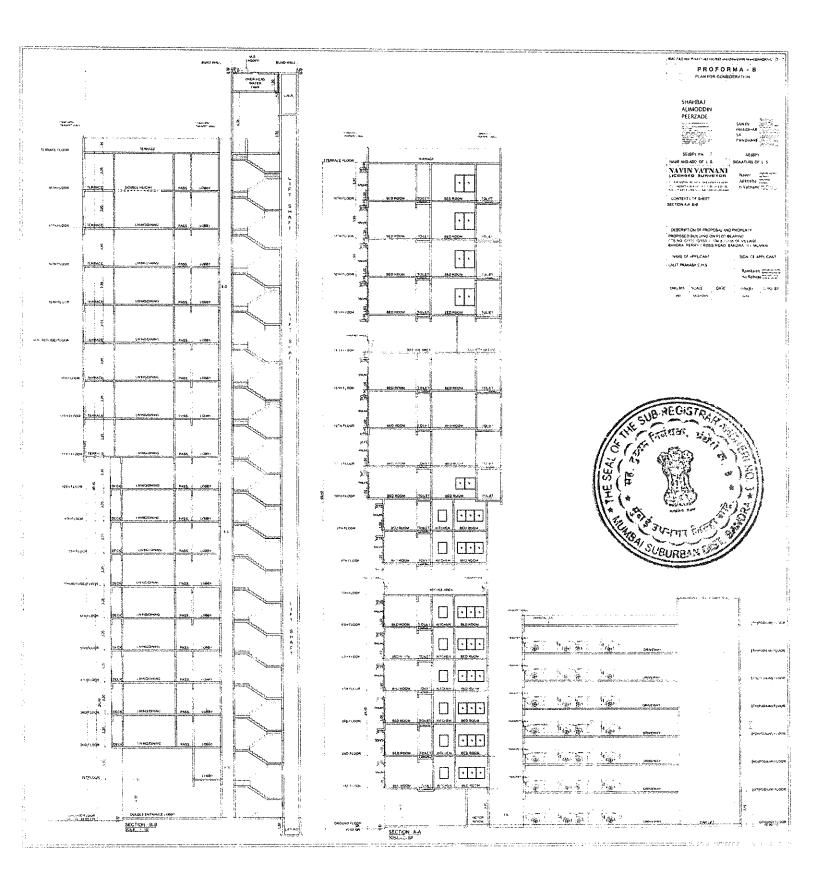


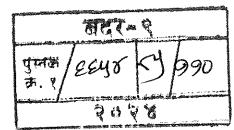


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सह. पुस्सम निर्मधक, अंधेरी क्र.-१।

भुंचई अपनगर जिल्हा

323/544 पावती Original/Duplicate Wednesday, January 19,2022 नोंदणी के. :39म 3:02 PM Regn.:39M पावती क्रं.: 602 दिनांक: 19/01/2022 गावाचे नाव: बांद्रा दस्तऐवजाचा अनुक्रमांक: वदर4-544-2022 दस्तऐवजाचा प्रकार : कुलमुखत्यारपत्र सादर करणाऱ्याचे नाव: श्याम गिरधारीदास रहेजा - -नोंदणी फी ₹. 100,00 ₹. 300.00 दस्त हाताळणी फी पृष्ठांची संख्या: 15 ₹. 400.00 आपणास मूळ दस्त , यंबनेल प्रिट, सूची-२ अंदाजे

3:22 PM ह्या वेळेस मिळेल. बाजार मुल्य: रु.1 /-मोबदला रु.0/-

भरलेले मुद्रांक शुल्क : रु. 500/-

1) देयकाचा प्रकार: DHC रक्कम: रु.300/-डीडी/धनादेश/पे ऑर्डर क्रमांक: 1801202210069 दिनांक: 19/01/2022 बॅकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रक्कम: रु.100/-डीडी/धनादेश/पे ऑर्डर क्रमांक: MH011822373202122E दिनांक: 19/01/2022 बॅकेचे नाव व पत्ता:

- Justes

1/19/20 FE GUE REGISTRA PARTIES AND SUBURBANCE

बदर-९ गुम्नक/६६५४ ६६/२२० इ.१/१४

Hcfi



#### CHALLAN MTR Form Number-6



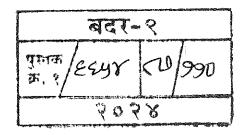
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Department Inspector General Of Registration			Payer Details												
Stamp Duty  Type of Payment Registration Fee			TAX ID / TAN (If Any)												
			PAN No.(If A	plicable)											
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******											·				
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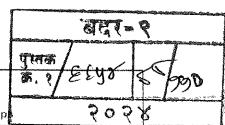
Total Defacement Amount

Print Date 19-01-2022 03:03:32

600.00







# Document Handling Cha₹ges Inspector General of Registration & Stamp.

#### **Receipt of Document Handling Charges**

PRN

1801202210069

Receipt Date

19/01/2022

Received from agreement, Mobile number 0000000000, an amount of Rs.300 towards Document Handling Charges for the Document to be registered on Document No. 544 dated 19/01/2022 at the Sub Registrar office Joint S.R. A of the District Mumbai Sub-urban District.

DEFACED

₹ 300
DEFACED

### **Payment Details**

Bank Name	IBKL	Payment Date	18/01/2022
Bank CIN	10004152022011808711	REF No.	2738371620
Deface No	1801202210069D	Deface Date	19/01/2022

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#### CHALLAN MTR Form Number-6

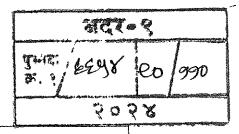


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Type of Payment Registration Fee			PAN No.(if Ap	plicable)	पुस्तक / १	Eyr retgan
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Location MUMBAI						8058
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Account Head Det	ails	Amount in Rs.	Premises/Bu	ilding		enius. was vel
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			SecondParty	Name=Jaya <sub>l</sub>	prakash Narayan Kara	kera~
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Name of Bank			Bank-Branch IDBI BANK			
Name of Branch	,		Scroll No.,	Date	Not Verified with Sc	roli

Department ID : Mobile No. : 0000000000 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवळ दुख्यम निबंधक कार्यालयात नोदंणी करावयाच्या दस्तासाठी लागु आहे. नोदंणी न करावयाच्या दस्तांसाठी सदर चलन लागु नाही.

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### Department of Stamp & Registration, Maharashtra

Receipt of Document Handling Charges

PRN 1801202210069

Bank Name

Bank CIN

Date

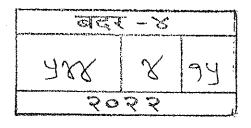
18/01/2022

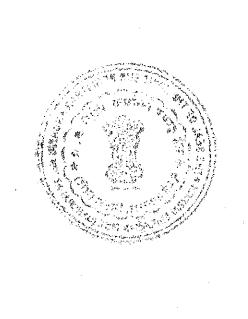
Received from agreement, Mobile number 000000000, an amount of Rs.300/-, toward Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Andheri 2 of the District Mumbai Sub-urban District.

Payment Details				
BKL.	Date	18/01/2022		
10004152022011808711	REF No.	2738371620		

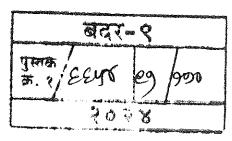
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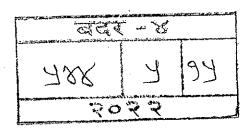












## **POWER OF ATTORNEY**

TO ALL, TO WHOM THESE PRESENTS SHALL COME I, Mr. Shyam Girdharidas Raheja having address at Rahejas, 61 S.V. Road, Khar West, Mumbai 400052, SEND GREETINGS:-

AND WHEREAS it is not possible for me to personally attend to register the Agreement for Sale, Alternate Accomodation Agreement, Sale Deed, Transfer Deed, Undertaking, Indemnity, Leave & License, Lease Agreement, Conveyance, Development Agreement, Power of Attorney and all other deeds & documents whether executed by me in an individual capacity or as a partner of my firm or as a director of any of my company or as a Trustee of any of my Trust, etc with the concern Sub-Registrar of Assurances for registration and to admit execution thereof on my behalf for the signature affixed by me on any instrument in whatsoever capacity.

AND WHEREAS I am desirous of appointing Mr. Jayaprakash Narayan Karakera, as my true and lawful attorney to register the various types of documents executed by me with the concern Sub-Registrar of Assurances for registration and to admit execution thereof on my behalf.

M



NOW KNOW YE ALL AND THESE PRESENTS WITNESSETH that I, MR. SHYAM GIRDHARIDAS RAHEJA do hereby nominate, constitute Mr. Jayaprakash Narayan Karakera of Mumbai Inhabitant as my true and lawful Attorney (herebrafter referred to as "he Attorney")

1) To tooks the agreements & any deeds & documents with the concerned eeds & documents executed by me and to do all acts deeds and thingschaft may be necessary for having such agreement duly registered as require by law.

10 Present the presents and the shall folioinding upon me to the same extent and in the same manner was lawful do or cause to be done in or about these presents and the shall folioinding upon me to the same extent and in the same manner was lawful do or cause to be done in or about these presents and the shall folioinding upon me to the same extent and in the same manner was lawful do or cause to be done in or about these presents and the shall folioinding upon me to the same extent and in the same manner was lawful do or cause to be done in or about these presents and the shall folioinding upon me to the same extent and in the same manner was lawful do or cause to be done in or about these presents and the shall folioinding upon me to the same extent and in the same manner was lawful do or cause to be done in or about these presents and the shall folioinding upon me to the same extent and in the same manner was lawful do or cause to be done in or about these presents and the shall folioinding upon me to the same extent and in the same manner was lawful do or cause to be done in or about these presents and the same manner was lawful do or cause to be done in or about these presents and the same manner was lawful do or cause to be done in or about these presents and the same manner was lawful do or cause to be done in or about these presents and the same manner was lawful do or cause to be done in or about these presents and the same manner was lawful do or cause to be done in or about these presents and the same lawful do or cause to be done in or about t

SIGNED AND DELIVERED

By the withinnamed

MR. SHYAM GIRDHARIDAS RAHEJA)

In the presence of

Makes

**EXECUTANT** 

BEFORE ME



Mr. Jayaprakash Narayan Karakera

(Specimen signature of Constituted Attorney)

Witness:-

1.

2.

THE / EEYX 23/990





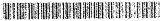
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Government of India

नामांकन क्रम / Enrollment No 1249/23051/00086

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Rahejes 1st Floor
Plot No 61 S V Roed
Khar West
Mumbai
Khar Delivery Mumbai Mahareshira 400052
9821325160

Ref: 693 / 13R / 56731 / 56773 / P



SA274952225FT



आपका आधार क्रमांक / Your Andham No.:

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मेरा आधार, मेरी पहचान



भारत सरकार Government of India



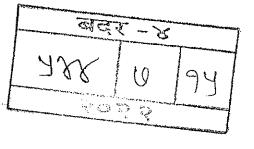
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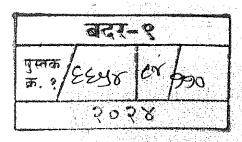
मेरा आधार, मेरी पहचान



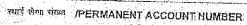








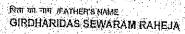




### AABPR1156K



SHYAM GIRDHARIDAS RAHEJA



ज़ुज़ तिक्षि /DATE OF BIRTH 19-05-1950

RTOILET ISIGNATURE

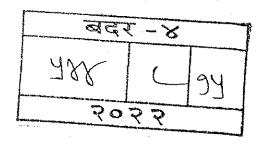
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Walter first over from the

आवयन निवेशक (पत्तवि) DIRECTOR OF INCOME TAX (SYSTEMS)

Makes





आयंद्रस् हिमास INCOME TAX DEPARTMENT



मारत सरकार GOVT. OF INDIA

Jayaphakash'n Karkera NARAYAN TAUDA KARKERA 12/06/1963

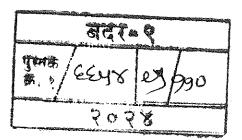
Permanent Account Number

BGGPK6080F



Signature











## भारत सरकार

# Government of Rule

नंतरणी क्रमोंक : Enrolment No.: 1218/17661/41392

Jayaprokash Narayan Karkera अग्रमाश नारायण कर्मरा

C-13, Jai Rameshwar C.H.S S.V.Road Opp Kamat Klub Goregeon West Moulai Nagar Mumbel Maharashtra 400104 Mobile:9892575007



UC 08867475 5 IN . Ref No. 412B3E9X-8867475



आपला आधार क्रमांक / Your Aadhaar No. :

7534 5691 8634

आधार – सामान्य माणसाचा अधिकार



भारत सरकार POVEDHERNI DE MUNA

अयुत्रमन्था साटायण फरकेरा Jayaprokash Narayan Karkera

जन्म वर्ग / Year of Birth: 1963

7534 5691 8634

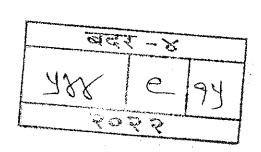


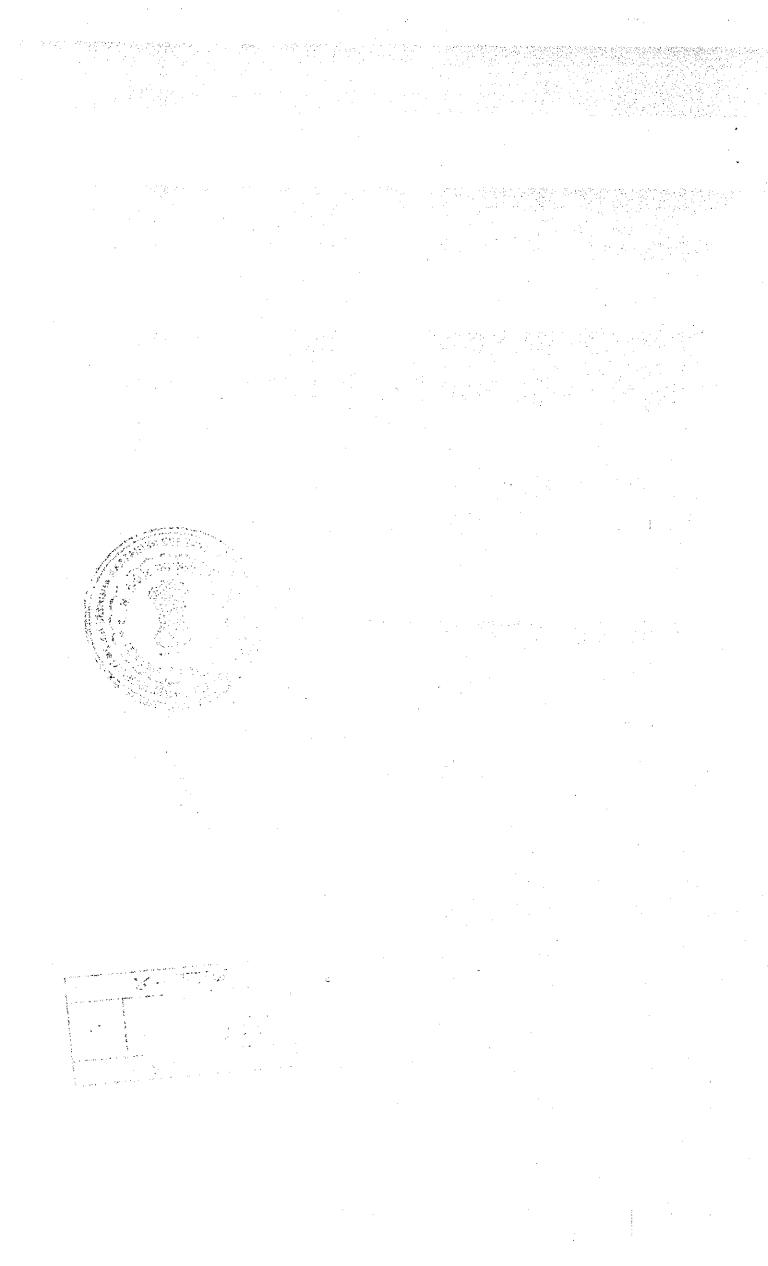


आधार — सामान्य माणसाचा अधिकार













मानोक्त क्य / Enrollment No 1215/00065/03923

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आपका आधार क्रमांक / Your Aadhaar No. :

5420 8446 1224

आधार – आमं आदमों का अधिकार



# भारत-सर्पार अग्रहानस्टर्भावकार



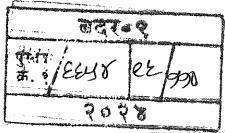
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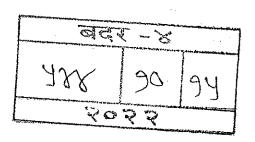
आधार - आम आदमी का अधिकार









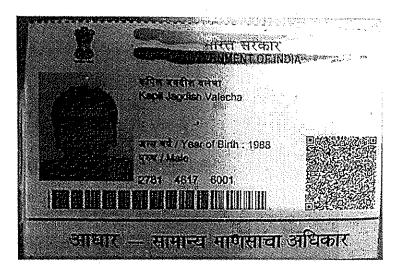


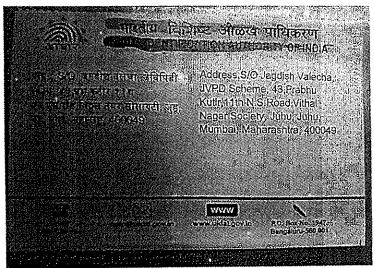
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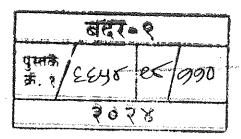


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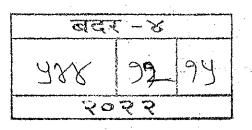


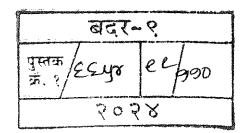
















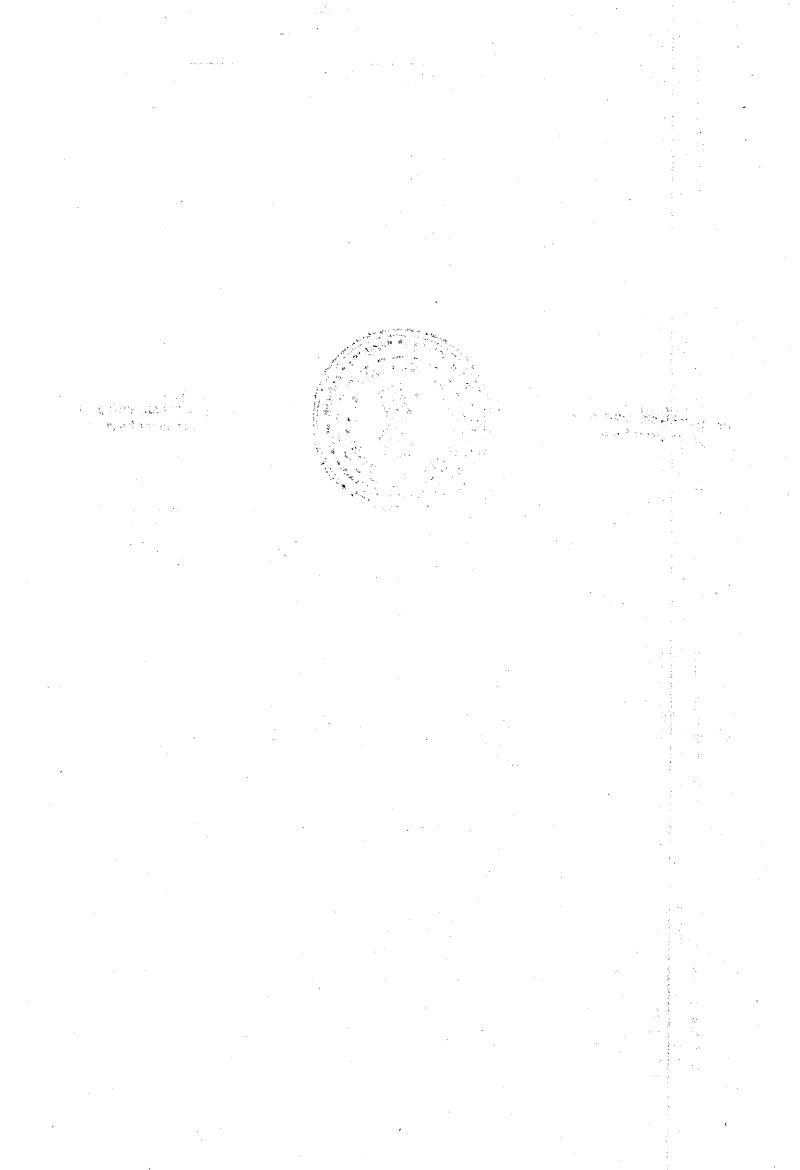
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323/544 दस्त गोषवारा भाग-1 बुधवार,19 जानेवारी 2022 3:02 म.नं. दस्त क्रमांक: 54**4//**202 दस्त क्रमांक: वदर4 /544/2022 बाजार मुल्य: क. 01/-मोबदला: रु. 00/-भरलेले मुद्रांक शुल्क: रु.500/-दु: नि. सह. दु. नि. वदर4 यांचे कार्यालयात पावती:602 पावती दिनाक: 19/01/2022 अ. क्रं. 544 वर दि.19-01-2022 · सादरकरणाराचे नाव: श्याम गिरधारीदास रहेजा - -रोजी 2:59 म.नं. वा. हजर केला. नोंदणी फी दस्त हाताळणी फी पृष्टांची संख्या: 15 एकुण: दस्त हजर करणाऱ्याची सही: एकाच संव्यवहारात एकाच किंवा अधिक व्यक्तींस मुद्रांक शुल्क: (48-क) जेव्हा त्यामुळे खंड (अ) मध्ये उत् काम चालविण्याचा प्राधिकार मिळत असेल तेव्हा V तदर शिक्का कं. 1 19 / 01 / 2022 02 : 59 : 59 PM ची वेळ: (सादरीकरण) शिक्का कं. 2 19 / 01 / 2022 03 : 02 : 27 PM ची वेळ: (फी) २०२२ सदर दस्तऐवज हा नींदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसार

सदर दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसार नोंदणीस दाखल केलेला आहे. दस्तातील संपूर्ण मजकूर निष्पादक व्यक्ती, साक्षीदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. दस्ताची सत्यता, वैथता कागदेशीर बाबीसाठी दस्त निष्पादक व कबुलीधारक हे संपूर्णपणे चुबाबुदार राहतील.

लिहून वेणार

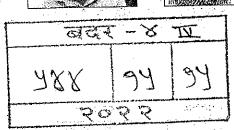
लिहर घेणारे





भिक्ता क्र.4 ची वेळ: 19 / 01 / 2022 03: 18: 12 PM

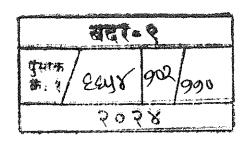
कि निर्मात अंधेरी क.-२, प्रनिष्धक <u>अंधेरी</u> क.-२,



	nent Details. Purchaser	Туре	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
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2	Shyam Girdharidas Raheja	eChallan		MH011822373202122E	100	RF	0005703696202122	19/01/2022
3 -		DHC:	OMI SUB REGIS	1801202210069	300	RF	18012022100690	19/01/2022

[SD:Stamp Duty] [RF:R प्रमाणित करण्यात येते की, या 🤫 544 /2022 ow Your Rights as ब्लुसासको एक्षा on a side) printout अस्तिक क्रांव्य श्वदर-४/क्रमांक ४१०३३ 1, Verify Scanned Documer 2. Get print immediately alle 180

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# <u>घोषणापत्र</u>

मी जयप्रकाश करके। याद्वारे घोषित करतो की, दुय्यम निबंधक स्मिरीकी
यांचे कार्यालयात-करा(नाम) या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात
आला आहे.श्री-स्पाप व इ. यांनी दि. 19 गण :20 रोजी मला हु हु । यांनी दि. 19 गण :20 रोजी मला हु । यांनी दि. 19 गण
दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी,सदर दस्त नोंदणीस सादर केला आहे/निष्मित्रीत केला आहे।
करून कबुलीजबाब दिला आहे.सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखस्याराम
रदद केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत
नाही किंवा अन्य कोणत्याही कारणांमुळे कुलमुखत्यारपंत्र रददबातल ठरलेले नाही.सदरे अप्राप्तिकारणा
कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे.
सदरचे कथन चुकीचे आढळून आल्यास,नोंदणी अधिनियम,1908 चे कलम 82 अन्वये
शिक्षेम मी पात्र राहीन याची मला जाणीव आहे.

दिनांक 24/04/2024

कुलमुखत्यारपत्रधारकाचे नाव व सही







# ഭാരത സർക്കാർ Unique Identification Authority of India evenument of India

-- Rysantaord mould / Enrollment No.: 2003/38054/03321

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manages assured mand / Your Aadhaar No.:

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# Government of India

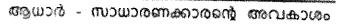


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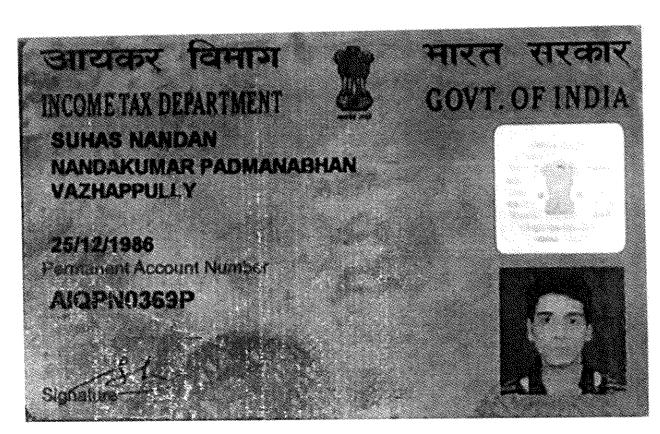
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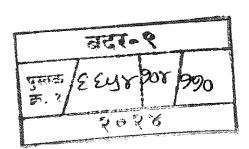


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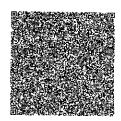
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# भारतीय विशिष्ट पहचान पाधिकरण Unique Identification Authority of India

नामांकन ऋम/ Enrolment No.: 1249/23051/00086

रयाम गिरध्ारिदास रहेजा Shyam Girdharidas Raheja S/O: Girdharidas Raheja Rahejas 1st Floor Plot No 61 S V Road Khar West Mumbai Maharashtra - 400052 9821325160





आपका आधार क्रमांक / Your Aadhaar No. :

XXXX XXXX 6439 VID: 9137 8710 0557 6800

मेरा आधार, मेरी पहचान



भारत सरकार Government of India





रयाम गिरध्ारिदास रहेज़ा Shyam Girdharidas Raheja जन्म तिथि/DOB: 19/05/1950 TAM MALE

**XXXX XXXX 6439** 

VID: 9137 8710 0557 6800 मेरा आधार, मेरी पहचान





#### सूचना

- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
- सुरिक्षत QR कोड / ऑफलाइन XML / ऑनलाइन ऑथॅटिकेशन से पहचान प्रमाणित करें।
- यह एक इलेक्ट्रॉनिक प्रक्रिया द्वारा बना हुआ पत्र है।

#### INFORMATION

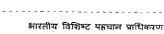
- Aadhaar is a proof of identity, not of citizenship.
- Verify identity using Secure QR Code/ Offline XML/ Online
- This is electronically generated letter.
  - आधार देश भर में मान्य है ।
  - आधार कई सरकारी और गैर सरकारी सेवाओं को पाना ओसान बनाता है ।
  - आधार में मोबाइल नंबर और ईमेल ID अपडेट रखें।
  - आधार को अपने स्मार्ट फोन पर रखें, mAadhaar App के साथ।

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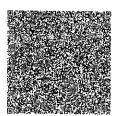




Unique Identification Authority of India

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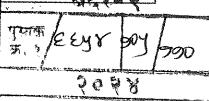
S Address: S/O: Girdharidas Raheja, Rahejas 1st Floor, Plot No 61 S V Road, Khar West, Mumbai, Mumbai, Maharashtra - 400052



xxxx xxxx 6439 VID: 9137 8710 0557 6800

Documents Submitted To. REGISTRAR

For



म्बार्व केला संख्या /PERMANENT ACCOUNT NUMBER

# AABPR1156K



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SHYAM GIRDHARIDAS RAHEJA

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आयक्षर निवेशक (पद्धति) ORRECTOR OF INCOME TAX (SYSTEMS)

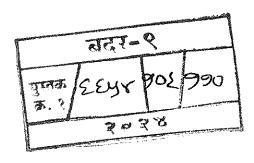
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# आयकर विभाग INCOME TAX DEPARTMENT



# भारत सरकार GOVT. OF INDIA

ई- स्थायी लेखा संख्या काई e - Permanent Account Number (e-PAN) Card AEOFS6962F

₹IF / Name

S RAHEJA LOFTS LLP

निगमन/गठन की वारीख

Date of Incorporation / Formation

17/11/2021



Signature valid

Permanent Account Number (PAN) facilitate Income Tax Department linking of various documents, including payment of taxes, assessment, to demand tax arrears, matching of information and easy maintenance & retrieval of electronic information etc. relating to a texpayer. अपनी लेखा संख्या (पैन) एक करताता से संबंधित विभिन्न दम्लावेजी की जोड़ने में आवयर विभाग की सहायक होता है, जिसमें क्यों के भुगतान, अकलान, कर गाँग, दिवा कवाजा, सुवत क भितान और इलक्ट्रॉनिक जानकारी का आसान रखरखाय व बहाली आदि भी शामिल है।

्मालां हु of PAN is now mandatory for several transactions specified under Income Tax Act. 1961 (Refer Rule 114B of Income Tax आयकर अधिनियम, 1961 के तहत निर्विष्ट कई लेनदेन के लिए स्वायी लेखा संख्या (पैन) का उक्केब अस अनिवार्य है (आयकर नियम, 1962 के नियम 114B)

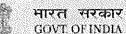
Possessing or using more than one PAN is against the law & may attract penalty of upto Rs. 10,000. ाक है जीवजे स्थायी लेखा संख्या (पेन) का रखना या उपयोग करना, कानून के विरुद्ध है और इसके लिए 10,000 रुपये तक का हेए हागाया जा सकता है

The PAN Card enclosed contains Enhanced QR Code which is readable by a specific Android Mobile App. Keyword App on Google Play Store is "Enhanced QR Code Reader for PAN Card. अन्य पर कार्ड में एनकान्य क्ष्युआर कोड आमिल है जो एक विशिष्ट ऐड्डॉइंड मोबाइल ऐम द्वारा पटनीय है। Google Play Store पर इस विशिष्ट Enhanced QR Code Reader for PAN Card" (1)

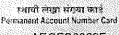
आयकर विमाग INCOME TAX DEPARTMENT

S RAHEJA LOFTS LLP

Concurrence in militar Concurrence de sension 17/11/2021



GOVT: OF INDIA



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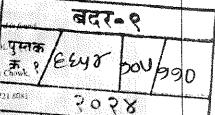


इस कार्ड के खोने/पाने पर कृपण सुवित करें/औटाएं

इस कार के खान, पान पर क्रिका पूजा आयक्त पैत सेवा इकाई, यून प्रस् की इत इ की मानेला, माने स्टोलीय, प्लाट में, 345, कवें में, 907 हैं 5, माउल कालीयी, दीप बंगला चीक के पाम, पूर्ण - 423 016

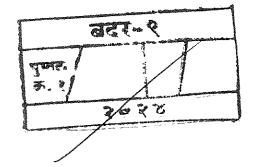
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Tel: 91-20-2723 8080, Fax: 91-20 c-mail: emiclograss; 20-10



Electronically issued and Digitally signed ePAN is a valid mode of issue of Permanent Account Number (PAN) post amendments in clause (c) in the Explanation occurring after sub-section (8) of Section 139A of Income Tax Act, 1961 and sub-rule (6) of Rule 114 of the Income Tax Rules, 1962. For more details, and sub-rule (7) of Rule 114 of the Income Tax Rules, 1962.





(2. No. MH02 20080118491 D.O.I. 14-09-2004 Valid Till 13-09-2024 (NT)

DLD 16-11-2010 AUTHORISATION TO DRIVE FOLLOWING CLASS OF MORCLES THROUGHOUT WITH

DO/ 14-09-2004

DOS 93-11-1880 8G:

Namo Karim Kurji
S/D/V of Umedali Kurji
Add Flat no-20, deepak silverene apts
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Bandra (m)mumbal,
P/N 140060
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Issuing Authority MH02 2018144

Signatura/Thumb Imprussion of Holder

आयकर विमाग

INCOME TAX DEPARTMENT

MAHESH GANPAT KHAPARE

**GANPAT RATNU KHAPARE** 

28/03/1986

Permanent Account Number

CNTPK4169E

Chhapmas

मारत सरकार GOVI: OF INDIA





आयकर विभाग INCOME TAX DEPARTMENT

SANJAY BABAN KHARAT

BABAN KHARAT

15/10/1991

Fermanent Account Number

CKOPK2598B

भारत सरकार GOVT OF INDIA





आयकर विभाग INCOME TAX DEPARTMENT SHRIKANT GAJANAN MANE

GAJANAN MAHADEO MANE

03/07/1990

CDDPM1139E





भारत सरकार

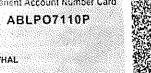
GOVE OF INDIA

आयकर विभाग INCOMETAX DEPARTMENT

भारत सरकार GOVT. OF INDIA



स्थात्रं लेखा मंख्या का**उ** Permanent Account Number Card



RAHUL VATSAPAL OVHAL THE WE ATTE FASSICE NAME VATSAPAL OVHAL

02'01'1995

Pales हम्माभा / Signature



16052020

MAHARABHTRA STATE MOTOR DRIVING LIGENC DOL:12 05-2016

15 00-2021 No Carte Coats

MCMOG 19-05-2018

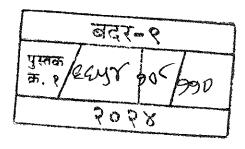


DOS TOUTISM BG OF

Name RAJENDRA NANASODDASE
SOW M NANASO HAR CODASE
ACM ACMOS SUPPRABAL CHS LTD
BHLRAT BHOR NAGAR
RETIBUNDER ROAD OMBVALL (WEST)
PIN 421201
Speaker 6 COT MALON CAME
Sepaker 6 COT MALON CAME
MAGS









378 6654

व्धवार,24 एप्रिल 2024 12:00 म.नं.

दस्त गोपवारा भाग-1

बदर9

दस्त क्रमांकः 6654/2024

दस्त क्रमांक: वदर9 /6654/2024

वाजार मुल्य: रु. 24,53,19,060/-

मोबदला: रु. 39,27,28,000/-

भरलेले मुद्रांक शुल्क: रु.2,35,64,000/-

द्. नि. मह. द्. नि. वदर9 यांचे कार्यालयात

. पावनी:7349 पावनी दिनांक: 24/04/2024

अ. कं. 6654 वर दि.24-04-2024

राजी 11:56 म.प. वा. हजर केला.

सादरकरणाराचे नाव: स्हास नंदन -

1. 76. 0004 34 14.24-04-2024

नोंदणी फी

ज. 30000.00

दस्त हाताळणी फी

₹. 2200.00

पृष्टांची संख्या: 110

**गक्ण:** 32200.00

दस्त हजर करणात्याची सही:

एक व्यापनिवंधक अंधेरी क्र. ३.

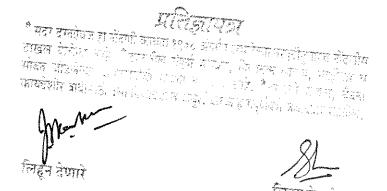
सह दुख्य निवंधक अधेरी क. ३.

दस्ताचा प्रकार: करारनामा

मूद्रांक शुल्कः (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमुद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का क्रं. 1 24 / 04 / 2024 11 : 56 : 59 AM ची वेळ: (सादरीकरण)

भिक्का के. 2 24 / 04 / 2024 11 : 58 : 35 AM ची वेळ: (फी)



बदर-९ पुसक / ६६५४ वर्ष / १९०० क. १/८६५४





दस्त गोषवारा भाग-2

विदर9

दस्त क्रमांक:6654/2024

24/04/2024 12 00:10 PM

वस्त क्रमांक :वदर9/6654/2024 दस्ताचा प्रकार :-करारनामा

अनु क्र. पक्षकाराचे नाव व पता

> नाव:मे. एस रहेजा लॉफ्टस एल एल पी चे भागीदार श्याम जी रहेजा लिहन देणार तर्फे मुखत्यार जय प्रकाश करकेरा -

पत्ताःप्लॉट नं: -, माळा नं: -, इमारतीचे नाव: रहेजास , ब्लॉक नं: प्लॉट नं.61 ,खार पश्चिम,मुंबई , रोड नं: एस व्ही रोड , महाराष्ट्र, MUMBAI.

पॅन नंबर:AEOFS6962F

2 नाव:सुहास नंदन -

पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: वाझप्युल्ली हाऊस, ब्लॉक नं: त्रिश्र,केरला, आज मुंबईत , रोड नं: कोताकुलम वीच रोड, स्वाक्षरी:-

पॅन नंबर:AIQPN0369P

पक्षकाराचा प्रकार

वय:-60

स्वाक्षरी:

लिहन घेणार वय:-37

छायाचित्र

दसा प्रमाणित









प्रमाणित करणेत येते की, या

दस्तामध्ये एकुण. ???



याने आहेत

वरील दस्तऐवज करुन देणार तथाकथीत करारन ऐवज करुन दिल्याचे कबुल करतात. शिक्का क.3 ची वेळ:24 / 04 / 2024 11

आळख:-

खालील इसम असे निचेदीन करतात

अनुक्र, पक्षकाराचे नाव व पत्ता

नावःकरीम कुर्जी -वय:42

पत्ता:बी १५ बलरामा बिर्ी पिन कोड:400051

नाव:महेश खापरे -2 वय:37

सहस्वकेलंगिकंशक अधरा कं. रे.

पत्ता:बी १५ बलरामा बिल्डिंग बी के सी बांद्रा पूर्व मुंबई पिन कोड:400051

ाः ओळखनात, व त्यांची ओळख पटवि**त्सह दुट्या** 







छा**मेखिई** उपनगर जिल्ह्या प्रमाणित



शिक्का क्र.4 ची वेळ: 24 / 04 / 2024 11: 59: 56 AM

शिक्का क.5 ची वेळ:24 (4/202) 12:00:06 PM नोंदणी पुस्तक 1 मध्ये

बदर-९/ ६६५४

पुस्तक क्रमांक १ क्रमांक <u>८६५४</u> 2 4 APR 2024

हिनांक

गायकवाड प्रसन्त 990 **Payment Details** मा निबंधक, अधेरी के Datace क्रा. १ hount विश्वेवस्य स्थार जिल्हा Purchaser Type Verification no Vendo sr. Date ) o i X MS S RAHEJA 24/04/2024 23564000.00 SD 0000610370202425 69103332024042317528 MH001040665202425E eChallan **LOFTS** LLP RF 0424231113670D 24/04/2024 200 0424231113670 2 DHC 0424230713542D 24/04/2024 2000 RF 0424230713542 3 DHC MS S RAHEJA RF 0000610370202425 24/04/2024 30000 MH001040665202425E eChallan 4 LOFTS LLP

बदर-९

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

6654 /2024

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- 2. Get print immediately after registration.

24/04/2024

सूची क्र.2

दुष्यम निवंधक : सह दू.नि. अंधेरी 3

दस्त क्रमांक : 6654/2024

नोदंगी :

Regn:63m

#### गावाचे नाव: बांद्रा

(1)विलेखाचा प्रकार

करारनामा

(2)मोबदला

392728000

(3) बाजारभाव(भाइपटटयाच्या बाबनितपटटाकार आकारणी देतो की पटटेदार 245319059.64

ते नम्द करावे)

(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)

1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :, इतर माहिती: इुप्लेक्स सदिनका तं.1601 आणि 1701.16 आणि 17 वा मजला,अविसा विल्डिंग,पेरी क्रॉस रोड,वांद्रा पश्चिम,मंबई 400050 ------ इप्लेक्स सदिनिका न. 1691 वे क्षेत्र 2228.84 चौ.फुट रेरा कार्पेट सोबन सीट आउट क्षेत्र 218.50 चौ.फुट व डुप्लेक्स सदिनिका नं. 1701 ने क्षेत्र 1812चौ.फुट रेरा कार्पेट सोबत सीट आउट क्षेत्र 38.99 चौ फुट. ----- डुप्लेक्स सदनिकेचे एकुण क्षेत्र 4299 चौ.फूट कार्पेट ----- सोब्रत 1 स्टील्ट कारपार्किंग नं.6 तळ मजल्यावर व संपूर्ण पोडीयम लेवल 8 म्हणजेच पी 8 पोडीयम (मध्ये 7 कार पार्किंग) -----वाकी वर्णन दस्तात नमृद केल्याप्रमाणे.( ( C.T.S. Namber : C/332;))

(5) क्षेत्रफळ

1) 439.48 चौ.मीटर

(6)आकारणी विंचा जुड़ी देण्यात असेल तेव्हा.

(7) दस्तांग्वज करन दंणा-या/लिहन ठेबणा-या पक्षकाराचे नाव किया दिवाणी न्यायालयाचा हकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पना.

1): नाव:-मे, एस रहेजा लॉफ्टस एल एल पी चे भागीदार श्याम जी रहेजा तर्फे मुखत्यार जय प्रकाश करकेरा - वय:-60; पत्ता:-प्लॉट तं: -, माळा तं: -, इमारतीचे ताव: रहेजास , ब्लॉक तं: प्लॉट तं.61 .स्वर पश्चिम,मुंबई , रोड तं: एस व्ही रोड , महाराष्ट्र, MUMBAL पिन कोड:-400052 पॅन तं:-AEOFS696?F

(8)दस्तमेवज करन श्रेणा-या पक्षकाराचे व किंबा दिवाणी न्यायालयाचा हक्मनामा किंवा आदेश असल्याग.प्रतिवादिचे नाव व पत्ता

1): नाव:-मुहास संदन - वय:-37; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: बाझप्पूर्ल्ला हाऊस उसाँक के विशूर,केरला, आज मुंबईत , रोड नं: कोताकुलम बीच रोड, केरला, विश्रर पिन कोड:-680567 पॅन नं:-AIQPN0369P

(9) इस्तांग्यज करन दिल्याचा दिनाक

24/04/2024

(10)दस्त नोंदणी केल्याचा दिनांक

24/04/2024

(11)अन्क्रमांक,खंड व पृष्ट

6654/2024

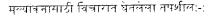
(12)बाजारभावाप्रमाणे मुद्रांक श्रत्क

23564000

(13)वाजारभावाप्रमाणे नोंदणी शुल्क

(14) भग

30000



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



### Payment Details

5)'.	Purchaser	Туре	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
jeveraj	MS S RAHEJA LOFTS LLP	eChallan	69103332024042317528	MH001040665202425E	23564000.00	SD	0000610370202425	24/04/2024
2		DHC		0424231113670	200	RF	0424231113670D	24/04/2024
3		DHC		0424230713542	2000	RF	0424230713542D	24/04/2024
: <del></del>	HOS RAHEJA LOPTS UP	eChallan		MH001040665202425E	30000	RF	0000610370202425	: 24/04/2024 :

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