05/03/2024

सूची क्र.2

द्य्यम निबंधक : सह दू.नि. अंधेरी 7

दस्त क्रमांक : 4126/2024

नोदंणी : Regn:63m

गावाचे नाव: मोगरा

(1)विलेखाचा प्रकार

करारनामा

(2)मोबदला

16500000

(3) बाजारभाव(भाडेपटटयाच्या सर्वतितपटटाकार आकारणी देतो की पटटेदार

16382000

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

1) पालिकेचे नाव:Mumbai Ma.na.pa. इतर वर्णन :सदिनका नं: युनिट नं: 302, माळा नं: तिसरा मजला, इमारतीचे नाव: रॉयल एकलेव , ब्लॉक नं: अंधेरी ईस्ट मुंबई 400069, रोड : पारसी पंचायत रोड, इतर माहिती: क्षेत्रफळ 758.97 सोबत लॉफ्ट क्षेत्रफळ 250.69. सोबत दोन कार पार्किंग.((C.T.S. Number : 124 (part), 126, 126/1 to 10 ,))

(5) क्षेत्रफळ

1) 758.97 चौ.फूट

(6)आकारणी किंवा जुड़ी देण्यान असेल नेव्हा.

(7) दस्तापेवज करुन देणा-या/लिहन ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी त्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पना.

1): नाव:-श्री ओम सार्ड डेव्हलपर्स तर्फे पार्टनर्स विजय गोपालदास मेहरा - - वय:-76; पना:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: अंधेरी ईस्ट मुंबर्ड ४०००६९ , रोड नं: पारसी पंचायत रोड , महाराष्ट्र, MUMBAI. पिन कोड:-400069 पॅन नं:-ABLFS9887M

2): नाव:-श्री ओम साई डेव्हलपर्स तर्फे पार्टनर्स नितीन सुंदरजी शाह - - वय:-59; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक़ नं: अंधेरी ईस्ट मुंबई ४०००६९ , रोड नं: पारसी पंचायत रोड , महाराष्ट्र, MUMBAI. पिन कोड:-400069 पॅन नं:-ABLFS9887M

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

1): नाव:-अर्पित जगदीशचंद्र काबरा - - वय:-36; पत्ता:-प्लॉट नं: फ्लॅट नं: डी/८०२ , माळा नं: -, इमारतीचे नाव: गायत्री दर्शन , ब्लॉक नं: कांदिवली ईस्ट मुंबई ४००१०१ , रोड नं: ठाकूर कॉम्प्लेक्स , महाराष्ट्र, MUMBAI. पिन कोड:-400101 पॅन नं:-AOIPK8083R

2): नाव:-अविन ए काबरा - - वय:-34; पत्ता:-प्लॉट नं: फ्लॅट नं: डी/८०२ , माळा नं: -, इमारतीचे नाव: गायत्री दर्शन , ब्लॉक नं: कांदिवली ईस्ट मुंबई ४००१०१, रोड नं: ठाकृर कॉम्प्लेक्स , महाराष्ट्र, मुम्बई. पिन कोड:-400101 पॅन नं:-AYAPB4425G

(9) दस्तांग्वज करन दिल्याचा दिनांक

05/03/2024

(10)दस्त नोंदणी केल्याचा दिनांक

05/03/2024

(11)अनुक्रमांक,खंड व पृष्ठ

4126/2024

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

990000

(13)वाजारभावाप्रमाणे नोंदणी शुल्क

30000

(14)शेग



मुल्यांकनामाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारनाना निवडलेला अनुच्छेद

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



दस्तासोबत सूची क्र. II

खरी प्रत

सह. दुव्यम निबंधक, अंधेरी क्र. ७ सुंबई उपनगर जिल्हा.

मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव) Valuation ID 202403043918 04 March 2024,01:21:56 PM मृल्यांकनाचे वर्ष 2023 जिल्हा म्ंबई(उपनगर) मुल्य विभाग 46-मोगरा (अंधेरी) भुभागः उत्तरेस गावाची हद्द, पुर्वेस दुतगती मार्ग, दक्षिणेस रेल्वे सबवे ते द्रुतगती सबवे जोडणारा 18.30 मि.रुंद वि.यो रस्ता व उप मूल्य विभाग पॅश्चिमेस रेल्वे लाईन. सर्व्हें नंबर /न. भू. क्रमांक : सि.टी.एस. नंबर#126 वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु. ख्ली जमीन निवासी सदनिका कार्यालय दुकाने औदयोगीक मोजमापनाचे एकक 68370 166130 202700 144460 चौरस मीटर बांधीव क्षेत्राची माहिती 84.64चौरस बांधकाम क्षेत्र(Built Up)-मिळकतीचा वापर-कार्यालये/व्यावसायिक मीटर मिळकतीचा प्रकार-बांधीव बांधकामाचे वर्गीकरण-1-आर सी मिळकतीचे 0 TO 2वर्ष सी बांधकामाचा दर -वय-Rs.30250/-उदववाहन आहे स्विधा-मजला -1st floor To 4th floor रस्ता सन्म्ख -संमिश्र वापराच्या इमारतीमधील वदर - १८ कार्यालये/व्यावसायिक Sale Type -892E 900 irst Sale Sale/Resale of built up Property constructed after circular dt 02/01/2018 मजला निहाय घट/वाढ = 100% apply to rate= Rs.166130/-रस्ता सन्मुखनुसार मूल्यदर = 100% apply to rate = Rs.166130/-घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर =(((वार्षिक मूल्यदर - खुल्या जिमनीचा दर) * घसा-यानुसार टक्केवारी)+ खुल्या जिमनीचा दर) = (((166130-68370)*(100/100))+68370) Rs.166130/-A) म्ख्य मिळकतीचे मृल्य = वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र = 166130 * 84.64 = Rs.14061243.2/-E) बंदिस्त वाहन तळाचे क्षेत्र 27.88चौरस मीटर बंदिस्त वाहन तळाचे मुल्य = 27.88 * (166130 * 25/100) = Rs.1157926.1/-Applicable Rules = ,10,9 ब,4,16 = मुख्य मिळक्तीचे मूल्य +तळघराचे मूल्य । मेझॅनाईन मजला क्षेत्र मूल्य + तगतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + एकत्रित अंतिम मूल्य बंदिस्त वाहन तळाचे मूल्य + खुल्या जिमनीवरील वाहन तळाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + बंदिस्त बाल्कनी + मॅकेनिकल वाहनतळ = A + B + C + D + E + F + G + H + I + J $= 14061243.2 \div 0 + 0 + 0 + 1157926.1 + 0 + 0 + 0 + 0 + 0$ =Rs.15219169.3/-

a) Soft Area 27.98 x 1,66,130/- x.25/.

M.V. A+B+ C = 1,63,82,00/-1 = 1.65,00,000/-

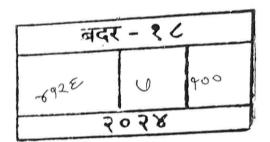


CHALLAN MTR Form Number-6



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Department Inspector General Of Registration			Payer Details							
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Office Name BDR18JT SUB REGISTRAR ANDHER	RI 7	Full Name		Arpit J Kabra and Avni A Kabra						
ocation MUMBAI										
Year 2023-2024 One Time		Flat/Block No),	Unit No. 302, 3rd	d Floo	r. R	Roval	Encla	ave (
		Premises/Bu	ilding	Limited						
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0030063301 Registration Fee	30000.00	Area/Locality		Mumbai						
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		Remarks (If	Any)							
		SecondPartyName=Shri Om Sai Developers~								
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AGREEMENT FOR SALE

THIS AGREEMENT is made and entered into at Mumbai on the 5th day of March, 2024

BETWEEN

M/S. SHRI OM SAI DEVELOPERS, a registered Partnership firm, registered under the Indian Partnership Act, 1932, bearing Registered No.BA-104589 dated 28.03.2012, having its office at Plot No.126, Village Mogra, Next to Sona Udyog, Parsi Panchayat Road, Andheri (E), Mumbai – 400 069, hereinafter referred to as "THE DEVELOPERS" (which expression shall unless it be repugnant to the context or meaning thereof to be deemed to mean and include the present and future partners of the said firm their heirs, executors, administrators and assignees)

... of the ONE PART;

- AND -

Mr./Mrs./M/s. ARPIT JAGDISHCHANDRA KABRA Mrs. AVNI A KABRA

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Residing at D|802, Gayatri Darshan, Thakur Complex, Next to Suruchi hotel, Kandivali East, Mumbai - 400101. "THE PURCHASERS/PURCHASERS" (which expressions shall unless it be repugnant to context or meaning thereof be deemed to mean and include his/her/their heirs, representatives, executors and administrators)

.....of the SECOND PART:-

WHEREAS:

By and under the Indenture dated 16th January, 1978 (registered on 16th January, 1978, with the Sub-Registrar of Assurances, Mumbai, under Serial No.BOM-S-71/1978), executed between said Smt.Vidyaben Achaleshwar Bhat, therein referred to as "the Vendor" of the First Part and M/s.Property Investment Corporation, a partnership firm, therein referred to as "the Purchasers" of the Second Part, the said Vendor therein did convey, transfer and assure unto the said Purchasers, a plot of land being all that piece and parcel of land, bearing Survey No.52, Hissa No.2 and also described as Hissa No.2A, then corresponding to C.T.S.No.126 of allage Mogra and now corresponding to C.T.S.No.126, 126/1 to 10 of age Mogra, Taluka Andheri, area admeasuring 3461.75 sq.yards uivalent to 2894 sq.metres or thereabouts together with the structures tanding thereon, within the registration district of Mumbai Suburban District, hereinafter referred to as "THE FIRST PROPERTY", more particularly described Firstly in the Schedule hereunder written at and for the consideration thereon contained.

By and under another Indenture dated 16th January, 1978 (registered on बदर - १८ 16th January, 1978, with the sub-registrar of Assurances, Mumbai under ii) 8928 No.BOM-6-72/1978), executed between said Smt. Vidyaben Achaleshwar Bhat, therein referred to as "the Vendor" of the First Part and M/s.Property Investment Corporation, therein referred to as "the

Purchasers" of the Second Part, the said Vendor therein did convey, transfer and assure unto the said Purchasers a plot of land being all that piece and parcel of land, bearing Survey No.53, Hissa No.4 (part), corresponding to C.T.S.No.124, of Village Mogra, Taluka Andheri, area admeasuring 915.15 sq.yards equivalent to 765 sq.mtrs. or thereabouts, within the registration District of Mumbai Suburban District, hereinafter referred to as "THE SECOND PROPERTY", more particularly described Secondly in the Schedule hereunder written, at and for the consideration therein contained.

- In the manner recited hereinabove the said M/s.Property Investment Corporation became owners of the said First and Second Property, more particularly described Firstly and Secondly in the Schedule hereunder written.
- On or about 19.09.2000 a portion of land admeasuring 549.22 sq.mtrs. (approx.) out of the said properties hereinafter referred to as "said Set Back Area" is handed over to the Municipal Corporation of Greater Mumbai (MCGM) for the purpose of the road widening. The details of the said Set Back Area are provided hereinbelow in tabular format and the said Set Back Area delineated in Red Colour boundary line on the plan annexed hereto.

Sr.No. 1. 2. 3.	C.T.S.No. 124 126 126	Area (sq.mtrs, 454.90 42.56 51.76	*
		549.22 (App	rox.)

That the said First and the Second Properties more particularly described Firstly and Secondly in the Schedule hereunder written, are in aggregate admeasuring 3659 sq. mtrs. Or thereabout together with the tenanted structures standing thereon.

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That by a Deed of Conveyance dated 10.01.2009 executed between the said Property Investment Corporation, therein referred to as "the Vendors" and the Developers herein, therein referred to as "the Purchase's of the said Property Investment Corporation did sell, transfer, assign and convey the said First and Second Properties, more particularly described in the Schedule hereunder written, including the said setback area admeasuring 549.22 sq.mtrs. (approx.) together with the benefit of to avail the FSI of

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the same in construction of the buildings on the said property, and the said Deed of Conveyance is registered at the office of the sub-registrar Andheri - I under Serial No.1168/2009 dated 07.02.2009.

- vii) That after deducting the area falling under the setback area i.e. 549.22 sq.mtrs. (approx.) the balance area of the said properties is 3109-78 sq.mtrs. which is available for development and construction of the buildings and the said balance area of the said properties is more particularly described in the Second Schedule hereunder written, and hereinafter referred to as "THE SAID PROPERTY".
- That the Municipal Corporation of Greater Mumbai have sanctioned plan and granted IOD bearing No. CE/5182/WS/AK dated 29TH June 2010 for construction of a commercial building consisting of basement + Ground + 5 upper floors and part 6th floor known as "ROYAL ENCLAVE" on the said property. That the basement is for parking and godown, and on the ground floor there are shops, and on the first floor there are shops, and on the second floor is of podium parking, MLT Premises, and above that i.e. Third floor to the Sixth floor (Part) are commercial premises/offices/MLT

That the Developers have appointed Harish Gandhi, Architect for the proposed building, and P.K. SURA & CO., as R.C.C. Consultant for the proposed building, and P.K. SURA & CO., as R.C.C. Consultant for the proposed building, and P.K. SURA & CO., as R.C.C. Consultant for the proposed buildings and drawings and Amrin Construction (P) as Civil Contractors, and they have accepted to works execution and supervision of the said buildings till the completion of the said buildings unless otherwise agreed upon.

That Advocate, Jagdish R. Chomal has issued a Title Certificate dated 02.03.2011 have inter alia certified the title of the said property as marketable and ree from all encumbrances are hereto annexed.

xi) That the copy of the said certificate of title and the copies of the IOD/CC, layout plan, specifications, C.T.S. Record showing the nature of the title of the Developers are hereto annexed.

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- That the plans disclosed to the Purchasers is of the proposed new buildings only to be constructed on the said property and the said plans do not refer presently to further construction of the buildings/wings on the said property, however the rights of the Developers shall always remain intact to construct further new buildings/wings and obtain sanction plan from the Municipal Corporation of Greater Mumbai on the said property.
- That the Purchasers have demanded from the Developers and the Developers have given to the Purchasers the inspection of all the documents relating to the said buildings including sanctioned plans, designs, specifications prepared by the Architect and/or such other documents as are prescribed under the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act 1963 (hereinafter referred to as the said Act) and the Rules made thereunder.

That the Purchasers has requested to the Developers herein for allotment to him/her/them for Shop / Office / Commercial Unit / MLT Unit No. 302 Bon 364 floor, admeasuring 758.97sq. feet carpet area of the building to be known as "ROYAL ENCLAVE" together with appurtenant right, title and interest in the Car Parking Space(s) No. 22 (Two) in the Basement / 2nd Floor Podium being constructed on the said

NOW THIS GREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN PARTIES HERETO AS FOLLOWS:

floors and B wing consisting of basement + Ground + 6 upper floors and B wing consisting of basement + ground + 5 floor + 6 floor (part) or as may be sanctioned by the Municipal Corporation of Greater Mumbai in future on the said property more particularly described in the Second Schedule hereunder written in accordance with the plan, designs and specifications to be approved by the concerned local authority viz. Municipal Corporation of Greater Mumbai and which have been seen and approved by the Purchasers, with only such variations as the Developers may consider necessary or as may be required by the concerned local authority or the Government to be made in them or any of them.

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The Purchasers hereby agrees to purchase from the Developers and the Developers hereby agree to sell and allot to the Purchasers Shep/Commercial Office/MLT Unit No. 302 admeasuring 758.97+ Shep/Commercial Office/MLT Unit No. 302 admeasuring 758.97+ Shep/Commercial Office/MLT Unit No. 302 admeasuring 758.97+ Shep/Commercial Office/MLT U	_
b) Rs/- (Rupeesonly) on Completion of the	
Plinth at ground floor level.	
	t.
slab of the building. /- (Rupeesonly) on casting of the 2 nd slab of the building.	- d
/- (Rupeesonly) on casting of the 3	rd
f) Rs	1 th
slab of the building.	

g)	Rs	_/- (Rupees				
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h)	Rs	_/- (Rupees				
	slab of the building.	,	_only)	on casting	g of the	6 th
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	the possession of the Developers offering possession that the time for the essence of the contract.	session of the premis	ses.	20 Ca	a say	THE TOTAL STATE OF THE PARTY OF
ter	e Developers hereby ag ms, conditions, stipulati en imposed by the Co	ions and restrictions	s, if ar	ny, which	THAY THE	To all the second
	rporation of Greater Mu					E00 1*
Со	d issue of IOD and C	es including Munici	pal Co	orporation	of Grea	ater
	mbai Occupation Certifi he said building or part t		letion	certificate		ect
The	e Developers are constr perty. The Developers	ructing the said prob hereby reserve the	osed of	buildings o	n the s	aid 900 her
bui	Idings on the said prope	erty by utilizing and	onsun	ning the co	a acce p	lot
FS	I/TDR FSI, Addition FS	I/TDR road setback	FSI	n future a	s may	be

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permissible by the Municipal Corporation of Greater Mumbai or due to change in policy, rules and regulation or in any way. The Purchasers do hereby grant their Irrevocable consent in favour of the Developers to construct further buildings on the said property by utilizing the balance additional FSI/TDR and all such other future benefits available under the law on the said property.

The Purchasers is aware that presently the plans of the proposed building disclosed to the Purchasers refer to the construction of the proposed buildings only, however in future the Developers shall be entitled to submit amended plans or fresh plans to the Municipal Corporation of Greater Mumbai for construction of the further buildings on the said property. The Purchasers is also aware that the layout presently shown and/or sanctioned by the Municipal Corporation of Greater Mumbai of the said property in the near future shall be required to be changed for the purpose of construction of the further buildings on the said property. The Purchasers do hereby grant his/their irrevocable consent to the Developers to construct further buildings on the said property by utilizing

lance FSI/additional FSI of the said property and TDR FSI and all

Greater Mumbai from time to time.

The Developers hereby represent and declare and the Purchasers hereby

If due to any change in the F.S.I, Rules and more F.S.I./additional FSI/TDR etc. becomes available (including on account of road setback,

stairease, walls, lifts, balcony, passage, etc. or in any otherway) then in such event the Developers alone shall be entitled to use, utilize, consume and exploit such F.S.I. on the said property by constructing additional structure/building on the said property or additional floor in the said building.

ii) If due to any change in the Development Rules and Regulations or by introduction of any policy by the Government of Maharashtra or any other concerned authorities and any benefit of FSI/ additional FSI

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T.D.R. (Transferable Development Right) etc. are available in respect of the said property, or adjoining properties as per master plans then in such event, the Developers alone shall be entitled to avail all such benefit for which they are entitled to acquire and purchase such area from any other property as may be permissible and to use, utilize, consume and exploit the same by constructing other buildings on the said property.

- iii) The Developers shall be entitled to do and perform all such acts, deeds, things and matters and to sign, execute and admit execution of all such documents, deeds, writings, applications, forms, including modifications, changes, alterations etc. in the said sanctioned plan or amalgamation of adjoining properties by additional construction of FSI/TDR and by reconstruction of existing of existing property building etc. and other permissions as they may in their absolute discretion so desire.
- not obstruct or object or dispute to the right, title and interest of the Developers in respect of the said FSI or additional F.S.I. and/or T.D.R. benefit addition FSI/TDR benefit etc. available to the particles above and shall do and perform all such acts, ded confirmations applications; consent, etc. if so required by the Developers.
- v) The Purchasers hereby irrevocably agrees and indertakes that he/she/they shall not claim or demand any consideration or compensation or benefit from the Developers in respect of the said benefit of FSI or additional F.S.I. and/or T.D.B. available to the Developers to use, utilize, consume and exploit the same by constructing additional area in the buildings on the said property.
- vi) The Purchasers of premises from the Developers in respect of the other Buildings which the Developers are entitled to construct by use of such balance FSI extra or additional F.S.I. and/or T.D.R. series shall be accepted and admitted as member and shareholder of the society

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and/or Company or other organization as may be formed and registered by the Purchasers of the premises in the said building and such Purchasers shall have all the privileges and entitled to avail of the common amenities as may be available to the Purchasers herein in the said property.

- vii) It is expressly agreed and understood that though the right, title and interest of the Developers to avail the benefit of balance FSI additional F.S.I. and/or T.D.R. benefit to use, utilize and consume the same on the said property shall be absolute and permanent.
- 7. The Purchasers hereby agree and grant irrevocable power and consent to the Developers as follows:-
 - That the Developers alone shall be entitled at all time to use all FSI in respect of the said property whether available at present or in future including the balance FSI, the additional FSI/TDR etc. or in any other form, additional area made available under the Rules and regulations of the concerned authorities from time to time and/or by any special concession, modification of present Rules and Regulations granting concession, available in lieu of the road widening, set back, additional FSI available in lieu of the road widening, set back, reservation or by way of Transfer of Development Rights (TDR) the gible compensatory FSI etc. by whatever named called and in all constants or otherwise howsoever.

Hereby grant irrevocable consent to developers to get concession in open space, RG, paving etc. as required by the developers and has no objection to act by developer to that effect.

c) That under no circumstances the Purchasers and/or Society or other common organization will be entitled to any FSI in respect of the said property nor shall he/she/they have any right to consume the same in any manner whatsoever.

d) that the Developers shall be entitled to develop the said property fully by constructing further buildings on the said property so as to avail of the full FSI permissible at present or in future on the said property

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sible at present or in futur

inclusive for staircase, lift, passage, by way of purchase of floating FSI, TDR, additional FSI which may be available on the said property or acquired otherwise howsoever and including putting up any additional construction / Buildings as mentioned above and on Developers selling the same and appropriating to themselves the entire sale proceeds thereof without the Purchasers or other acquirers of other premises in such building and/or their common organization having any claim thereto or to any part thereof. The FSI of any nature whatsoever available at present or in future and further and/or additional construction shall always be the property of the Developers who shall be at liberty to use, deal with dispose of, sell, transfer etc. the same in manner the Developers may deem fit and proper and receive any advantage in lieu of same.

That the Developers alone shall be entitled to sell/allot any part or portion of the said building including the open terrace/s or part of the said portion basement, parking space, covered or otherwise, open space including for use as a bank, offices, shops, nursing home, ATM, restaurants institute display of advertisements, as the deem fit on easy rent etc.

To admit without any objection the persons who are allotted f) office premises, parking place etc. by the Developers as member the proposed society/ Organization and/or as men Organization in the event the society/organization is registed all premises of all the buildings in the layout are sold by the Developers.

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Not to raise any objection or interfere with Developers rights reserved g) hereunder.

h) To execute, if any further or other writing, documents, consents as required by the Developers for carrying out the terms hereof and intentions of the parties hereto.

- To do all other acts, deeds, things and matters and sign and execute such papers, deeds, documents, writings, forms, applications which the Developers in their absolute discretion deem fit for putting into complete effect the provisions of this Agreement.
- j) The aforesaid consent, authority and covenants shall remain valid, continuous, irrevocable, and in full force even after the possession of the said premises is handed over to the Purchasers and/or possession of the said building is handed over to the society/ Association/Organization of the Purchasers of all the premises.
- 8. On the Purchasers committing default in payment on due dates of any amount due and payable by the Purchasers to the Developers under this agreement (including his/her/their proportionate share of taxes levied by the concerned local authority and other outgoings) and on the Purchasers committing breach of any of the term and conditions herein contained, the Developers shall be entitled at their own option to terminate this agreement.

Contained shall not be exercised by the Developers unless and until the Developers shall have given to the Purchasers 15 days prior notice in writing of their intention to terminate this Agreement and of the specific or breaches of terms and conditions in respect of which it is indeed to terminate the agreement and default shall have been made by the Purchasers in remedying such breach or breaches within a reasonable time, after giving of such notice.

PROVIDED FURTHER that upon termination of this Agreement as aforesaid the Developers shall forfeit the amounts paid by the Purchasers upon termination of this agreement the Developers shall be at liberty to dispose of and sell the said premises to such person and at such price as the Developers may in their absolute discretion think fit.

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- The fixtures, fittings and amenities to be provided by the Developers in the said building and the premises are those that are annexed hereto.
- 10. The Developers shall give possession of the premises to the Purchasers on or before Immediate 2014. If the Developers fail or neglect to give possession of the premises to the Purchasers on account of any reason beyond their control and as per the provisions of Section 8 of Maharashtra Ownership Flats Act 1963, by the aforesaid time then the Developers shall be liable on demand to return to the Purchasers the amount already received by them with simple interest at 12% per annum from the date the Developers received the sum till the date the amounts and interest thereon are repaid.
- 11. PROVIDED that the Developers shall be entitled to reasonable extension of time for giving possession of premises on the aforesaid, date if the completion of building is delayed on account of-

(i) Non availability of steel, cement, sand, other building material, water or electric supply.

(ii) War, civil commotion or act of god, any notice. Order whe notification of the Government and/or for other public or competent authority.

(iii) Any other reason/cause beyond control.

(iv) Delay from BMC/Government etc. on account of master layour lander.

12. The Purchasers shall take possession of the premises within a week from the date of written notice from the Developers to the Purchasers intimating that the said premises are ready for use and occupationate.

PROVIDED THAT if within a period of three year from the date of harding over the possession if the Purchasers being to the Developers any defect in the building in which the premises is situated then, whenever possible such defects shall be rectified by the Developers at their own cost. The Developers are not entitled to repair any other defect of other nature.

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13. The Purchasers shall use the premises and every part thereof or permit the same to be used only for the purposes as may be permissible only with the prior permission of the developer or the society. He/she/they shall use the podium parking, basement parking or parking space if so allotted in writing only for purpose of keeping or parking the Purchasers own vehicle. The Developers shall have full right, absolute authority and entitled to allot podium car parking space/open car parking basement space to such of the Purchasers as the Developers may deem fit and the Purchasers shall not object or dispute to the same.

The Developers shall convey the said property in favour of the Society, 14. formed by in favour of the Prospective Purchasers of the premises in the said buildings and in other buildings to be constructed on the said property only after all the buildings on the said property are constructed and entire development of the said property is completed, if one society is formed by all the Purchasers of the premises in all the buildings to be constructed on the said property, in such event the Conveyance shall be executed in favour of such one Society and/or in the event of different societies are formed separately by Purchasers of the Premises in each buildings, in event a Federation of all the societies shall be shall be formed and Convergence shall be executed in favour of such Federation of the Societies It is specifically agreed that on completion of the buildings on the said operty and on grant of the Occupation Certificate and B.C.C. on of the Society by the Prospective Purchasers of the premises building, shall not insist upon to convey the said property in their avour at all, and the conveyance shall only be executed on completion of me entire development of the entire property as per master plan enclose चदर struction of further buildings thereon as stated above and conveyance shall be executed thereafter only in favour of the Federation

15. Commencing a week after notice in writing is given by the Developers to the Purchasers that the premises is ready for use and occupation, the Purchasers shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the premises) of outgoings in respect of the

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said property and building namely local taxes, betterment charges or such other levies by the concern local authority M.C.G.M. and/or Government authorities towards water charges, insurance, common lights repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property and building. The Purchasers shall also be liable to pay to the Developers his/her/their share for payment of development and infrastructure charges/deposits etc. as may be demanded by the Developers until the society/limited company/organization is formed and the said property and building are transferred to it, the Purchasers shall pay to the Developers such proportionate share of outgoings as may be determined by the Developers. The Purchasers further agrees that till the Purchasers share is so determined, the Purchasers shall pay to the Developers provisional monthly contributions of Rs.

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the Purchasers to the Developers shall not carry any interest and remain with the Developers until a conveyance/vesting documents is executed in favour of the society or limited company or organization as aforesaid, subject to the provisions of Section 6 of the said Act on such conveyance being executed, the aforesaid deposits (less deductions provided for in this agreement) shall be paid over by the Developers to the society or Limited Company or organization as the case may be. The Purchasers

every month in advance and shall not with hold the same for any reason whatsoever.

Purchasers hereby agree to and shall pay to the Developers the following amounts within a period of seven days from the date of notice and in any event before taking possession of the said premises. The said amounts are over and above the purchase price:

i) Rs.25,000/-

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towards legal expenses for the prese

31. It is expressly agreed and confirmed by the Purchasers that he/she/they shall be bound and liable to bear and pay and discharge his/her/their proportionate share of taxes, rates, charges, cesses, maintenance charges and all other expenses penalties, premium duties and outgoings payable in respect of the premises agreed to be purchased by the Purchasers under this Agreement, from the date of Developers intimates to the Purchasers to take possession of the premises agreed to be purchased by the Purchasers. Such date of handing over the possession of the said premises will be intimated by the Developers to the Purchasers at their address given in this agreement herein by post under certificate of posting. The intention of the parties hereto being clear that irrespective of the fact whether the Purchasers takes possession of the premises agreed to be purchased by him/her/them under these presents on the date intimated by the Developers as aforesaid or not, or whether the Developers demand for the same or not, the Purchase sinal reservation or objection bear pay and discharge his neitheir share aforesaid taxes, charges, cesses, rates, maintenance charges expense penalties, duties, premium and outgoings etc. of the said premises and the said building. The decision of the Developers as regards the time be proportion of the amount demanded shall be final and binding to Purchasers.

32. The name of the building shall be "ROYAL ENCLAVE". 22 20 33. The Purchasers shall also permit the Developer and their servants and agent with or without workman and others at all easonable times together into and upon the said premises for the purpose of repairing any part of the building and for the purpose of making repairs, maintaining, rebuilding, cleaning, lighting and keeping in order and condition all services, drains, pipes, cables, water courses, wires gutter, or other conveniences

belonging to or serving or used for the said building also for the purpose of

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- 38. All notices, intimations, letters, communications etc. to be served on or given to the Purchasers as contemplated by this Agreement shall be deemed to have been duly served by post under certificate of posting at his/her/their address as shown in this Agreement.
- 39. The Purchasers are aware that the concessions are availed for deficiency in open space and consequently the purchasers shall also not object the neighbouring with deficiency in open space (if any).
- 40. This agreement shall always be subject to the provisions of the Maharashtra Ownership Flats Act 1963 and the rules made under the said Act.

THE FIRST SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:

FIRSTLY: ALL THOSE pieces or parcels of Plot of land bearing Survey No.52, Hissa No.2 ad also described as Hissa No.2A(B) and bearing C.T.S.No.126, 126/1 to 10 and Village Mogra, Taluka Andheri and situated at Parsi Panchayat Road and admeasuring 3461.76 sq.yards, equivalent to 2894 sq.mtrs. together with the tenanted structures standing thereon, Mumbai Suburban District, within the Registration District, of Mumbai Suburban, and bounded as follows:

On or towards East

Survey No.52, Hissa No.1.

On or towards West

Survey No.53, Hissa No.4 (pt)

part Survey No.52, Hissa No.2A

which is forming part of the Public

Road.

On or towards South

Parsi Panchayat Road.

On or towards North

Survey No.51 (pt) and Survey No.51. マロマと

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SECONDLY: Open plot of land bearing Survey No.53, Hissa No.4 (part) (B), and bearing C.T.S.No.124 at Village Mogra, Andheri and situated at Parsi Panchayat Road and admeasuring 454.90 sq.mtrs., Mumbai Suburban District, within the Registration District, of Mumbai Suburban, and bounded as follows:

On or towards East

Survey No.52, Hissa No.1.

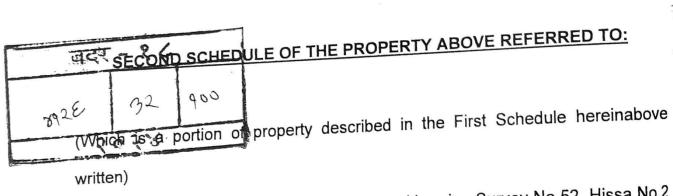


Survey No.53, Hissa No.4 (pt) (B) part Survey No.52, Hissa No.2A which is forming part of the Public Road.

Parsi Panchayat Road.

On or towards North

Survey No.51(pt) and Survey No.51.



ALL THOSE pieces and parcels of Plot of land bearing Survey No.52, Hissa No.2 and also described as Hissa No. 2A(B) and bearing C.T.S.No.126, 126/1 to 10 and Survey No.53, Hissa No.4 (part) (B), corresponding to C.T.S.No.124, of Village Mogra, Taluka Andheri and situated at Parsi Panchayat Road Mumbai Suburban District, within the Registration District, of Mumbai Suburban.





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IN WITNESS WHEREOF the Developers and the Purchasers have hereto set and subscribed their respective hands and seals the day and year first hereinabove written.

written.			18.00
GNED, SEALED AND DELIVERED)	For M/s SHPLOM SALDEVI	LOPERS
the withinnamed 'DEVELOPERS")	/ J	LOI LIKE
s.SHRI OM SAI DEVELOPERS)	1	
rough its Partners)	11 men	Bartnara
Mr. Vijay Gopaldas Mehra)		Partiters
Mr. Nitin Sunderii Shah)	Who was	524
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Witness:

2. John Jaky

FOR M/s. SHRÎ OM SAI DEVELOPERS

PARTNERS

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MUNICIPAL CORPORATION OF GREATER MUMBAI APPENDIX XXII

PART OCCUPANCY CERTIFICATE [CE/5182/WS/AK of 27 December 2017]

om sal developer Elite steel production, 38, A to Z industrial estate, G.K. Marg, Lower parel, Mumbai-13.

Dear Applicant/Owners,

The Part 5 development work of Resi+comm building comprising of of Wing-"A" comprising of basement for car parking ground floor for shops for existing tenants + 1st floor for electric substation & residential multipurpose rooms + 2nd 5th floor multipurpose rooms including MCGM's PH rooms and Wing -"B" Comprising of Basement for car parkin Ground floor for Shops for existing tenants + 1st floor for offices + 2nd floor for podium for car parking + 3rd to floor for offices on plot bearing C.S.No./CTS No. 124-C,126,126 (1 to 10) of village MOGRA at Parsi panchayt road, And (East), Mumbal is completed under the supervision of Shri. HARISH DOLATRAL GANDHI, Architect, Lic. No. CA/84/82 Shri. Plyushkumar K Sura , RCC Consultant, Llc. No. STR/S/76 and Shri. Shrl Umang D. Gandhi , Site supervisor, Lie G/216/SS-III and as per development completion certificate submitted by architect and as per completion certificate issue Chief Fire Officer u/no. FB/HR/R-III/193 dated 29 September 2017.

It can be occupied with the following condition/s.

1) All balance IOD/OCC conditions shall be complied with before asking Full OCC.

Copy To:

- 1 Asstt. Commissioner, K/E Ward
- 2 A.A. & C. , K/E Ward
- 3. EE (V), Western Suburb I
- 4. M.I., K/E Ward
- 6. Architect, HARISH DOLATRAI GANDHI, 3 gr floor gomti smruti jambli gali borivali (w) For information please

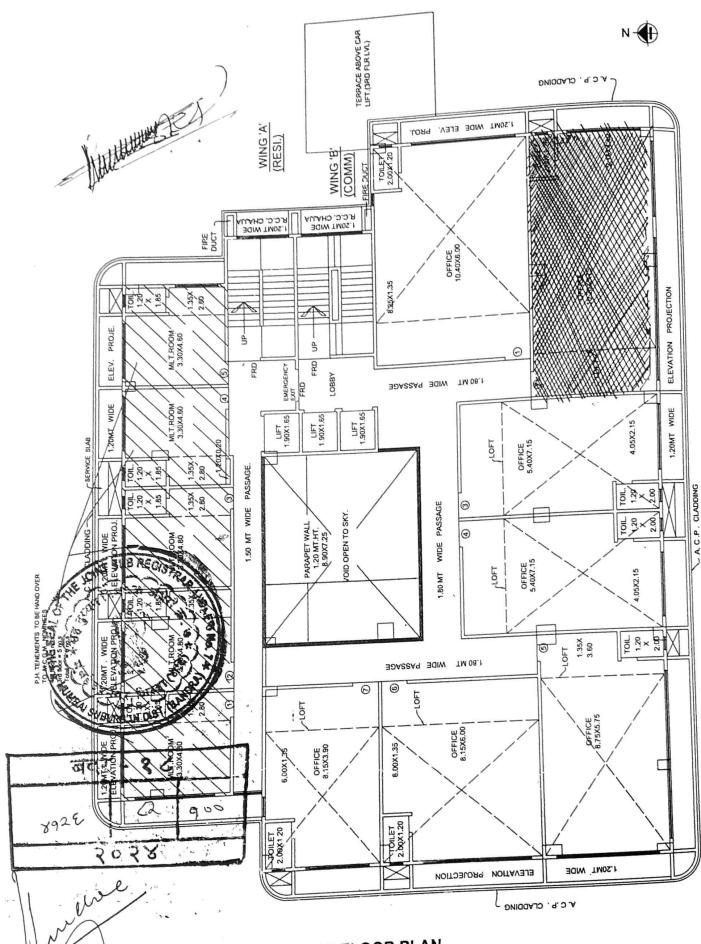


Name Pd Rasal Designation: Exe Engineer unicipal Organization Corporation of Greater Mumbai Date: 27

> Yours faithfully Executive Engineer (Building Propos. Municipal Corporation of Greater Mil

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CE/5182/WS/AK



THIRD FLOOR PLAN

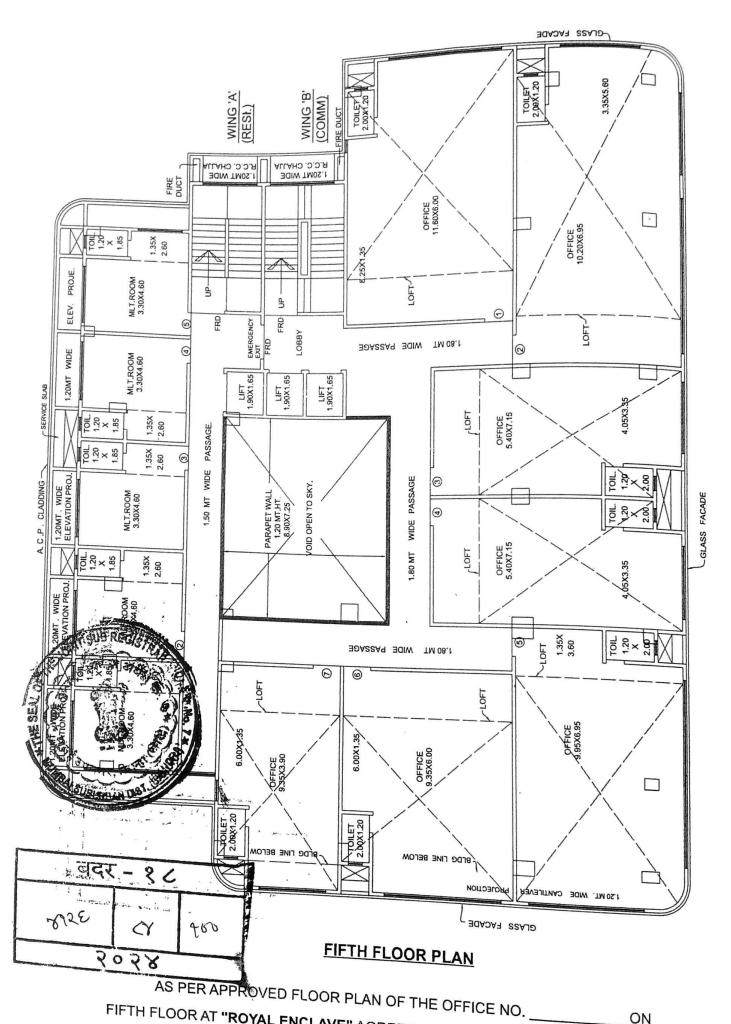
AS PER APPROVED FLOOR PLAN OF THE OFFICE NO. 302 B ON THIRD FLOOR AT "ROYAL ENCLAVE" AGREED TO BE ACQUIRED BY THE PURCHASER.

ELEVATION PROJECTION

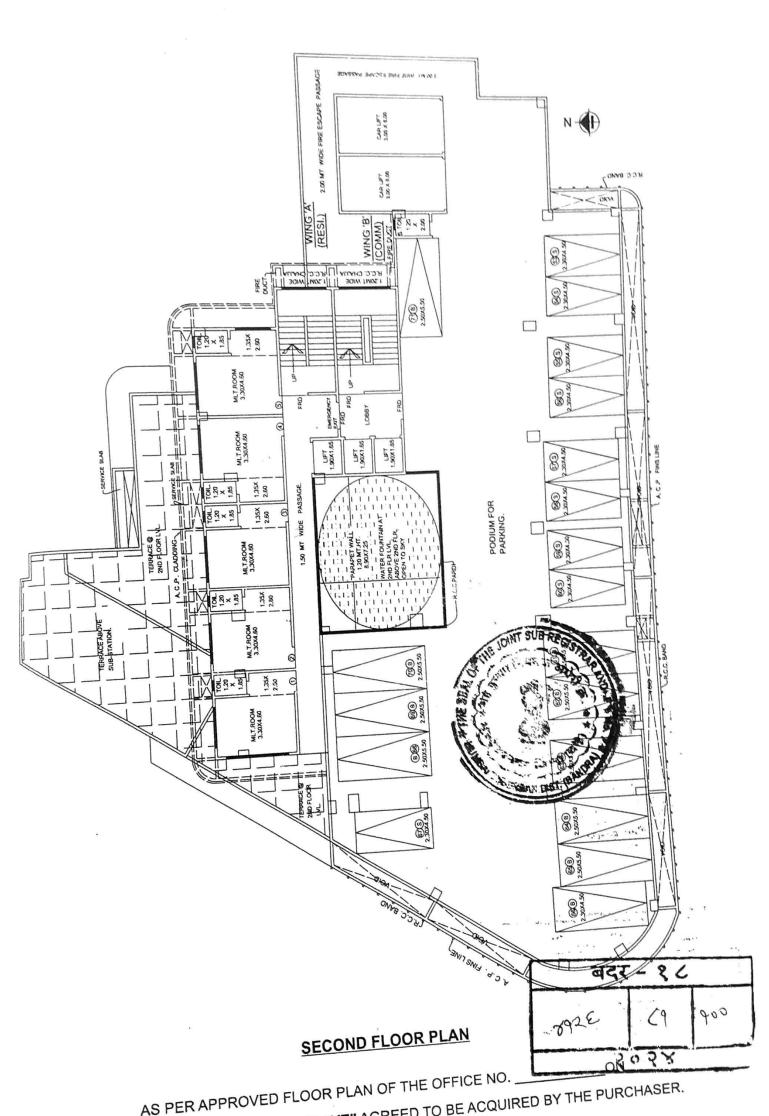
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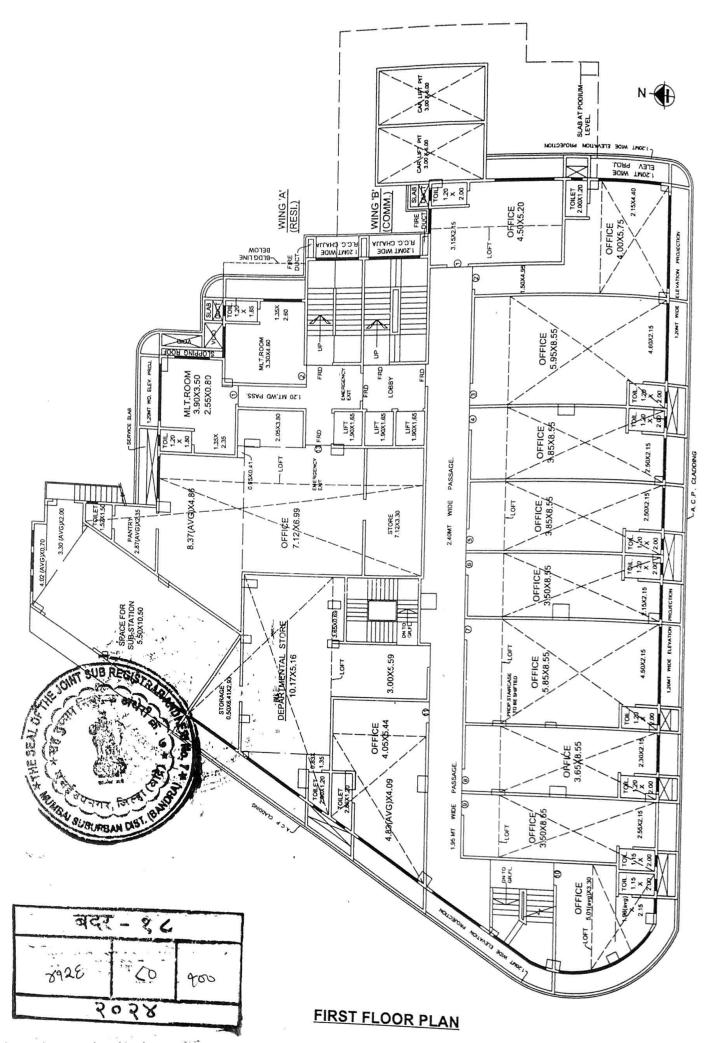
FOURTH FLOOR AT "ROYAL ENCLAVE" AGREED TO BE ACQUIRED BY THE PURCHASER.



FIFTH FLOOR AT "ROYAL ENCLAVE" AGREED TO BE ACQUIRED BY THE PURCHASER.



AS PER APPROVED FLOOR PLAN OF THE OFFICE NO. SECOND FLOOR AT "ROYAL ENCLAVE" AGREED TO BE ACQUIRED BY THE PURCHASER.



AS PER APPROVED FLOOR PLAN OF THE OFFICE NO. _____ON FIRST FLOOR AT "ROYAL ENCLAVE" AGREED TO BE ACQUIRED BY THE PURCHASER.

This I.O.D./C.C. is issued subject to the provision of Urban Land celling and Regulation Acr. 1976

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OF GREATER MUMBAI

MUNICIPAL CORPORATION OF GREATER MUMBAI MUNICIPAL COICE FORM 'A'
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COMMENCEMENT CERTIFICATE H and K Wards

Muncipal Off Muncipal Office, R. K. Palka No. CE/ 5782 Muncipal Calkar Mandra (Wost), Mumbai - 400 050 G. mehra om sai Developers . Vijay kumara With reference to your application No. 2363

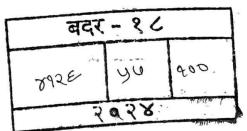
Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional permission under Section 346-69 and Term Plant dated 24/02/09 for Development Permission and grant of Commencement Certificate under Section 346 of the and Town Planning Act 1966, to carry out development and building. CTS No. 126, 126 1 1010 2 14. Mumbai Municipal Corporation Act 1888 to erect a building. To the development work of Res. Dids situated at Andhexi (Last) in LEast Ward The Commencement Certificate/Building Permit is granted on the following conditions:— The Commencement Certificate/Building Permit is grained on the setback line/road widening line shall

The land vacated in consequence of the endorsement of the setback line/road widening line shall 2. That no new building or part there of 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 This permission does not entitle you to develop land which does not vest in you. This Commencement Certificate is renewable every year but such extended period shall be in no commencing from the date of its issue. case exceed three years provided further that such lapse shall not bay any subsecquent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966. This Certificate is liable to he revoked by the Municipal Commissioner for Greater Mumbai if:-(a) The Development work in respect of which permission is granted under this certificate is not. carried out or the use thereof is not in accordance with the sanctioned plans. (b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with. 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 42 of 45 of the Manarashira Regional and Town Planning The conditions of this certificate shall be binding not only on the applicant but on his heirs, ntors, assignees, administrators and successors and every person deriving title through or under him. The Municipal Commissioner has appointed Shri. P.W. Bhangale Executive Engineer to exercise his powers and functions of the Planning Authority, under Section 45 of the said Act FEB 2012 This CC is valid upto.... This Commoncement certificate is for basement For any on behalf of Local Andiority carrying out the work upto/For top a The Municipal Corporation of Greater Mumbai Togosuli ZIUV as per APdr. 29/06/0 & Phase Programme dr. 14/02/2011. (Phase 7) Executive Eng. Building (Western Subs.) 'H/East, 'H/West' & 'K/East, 'K/West'/Wards' 2 6 बदर MUNICIPAL CORPORATION OF GREATER MUMBAI

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	9		[१) श्री नानजी जीवराज कराणी]	सही -
1 0/2 - 0		-	[२) श्रीमती कोमुरी प्रतापराय कोळरी] यांचेे समावंक कर्म	२८/११/१९८९ जि. नि. मृ. अ तथा
98/09/2009	सह. दुय्यम निबधक अंधेरी क्र. १ मुंबई उपनगर जिल्हा यांचेकडील नॉदणीकृत दस्त र.रु. ४९१४७००० अन्यये	बंदर	CONT SUS REC	
	खर्दा देणार श्री. नानजा जीवराज क्याणी क्षीतन्त्र	-१/११६८/०९ तसेच च्क	भी भी नाव सार केरहाने हैं।	पे रफार क्र.३०९ प्रमाणे सहये -
	कोमुदी प्रसादराय कोठारी यांचे नाव कमी करून खरेदी घेणार यांचे नाव दाखल केले.	ु इरूस्ती पत्र	The state of the s	४/४/२००१ न.प्.अ.अंधेरी
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बदर - १८ ४०२४ २०२४

मालमत्ता पत्रक

मुंबई उपनगर जिल्हा तालुका/न.भु.मा.का. -- न.भू.अ.अंघेरी शासनाला दिलेल्या आका रणीचा किया भारूयाचा विभाग/मौजे -- मोगरा शासनाया करा । ''प्याधा तपशील आणि त्याच्या फेर तपासणीची निवत बेळ) धारणाधिकार EH. नगर पुगापन शिट नंबर चौ.मी. क्रमोक / भर प्ली. नं. १२६/८ सि. स. नं. १२६ पहाणे क 28.4 सुविधाधिकार हक्काचा मुळ घारक [श्रीमती विद्याबाई अचलेश्वर भट] वर्ष १९६५ [बक्षिस पत्राने] पट्टेदार इतर भार इतर शेरे दिनांक निवन घारक (धा) साक्षाकंन व्यवहार खंड क्रमांक पट्टेदार (प) किंवा भर (भा) ०४/०९/१९७३ बिनशेती आकार व मुदत सि. स. नं. १२६ प्रमाणे सबी -0.406/669 न.पू.अ.(.४) 9599/09/09 न बु. क्र १२६ प्रमाणे SI (H) [१) श्री नानजी जीवराज कराणी] २८११४१८१ [२) श्रीमती कौमुदी प्रतापराय कोठारी] CINT SUB REG नि नि.मृ. अ तया यांचे समाईक मध्ये नांव दाखल क् अंधेरी क्र. १ मुंबई उपनगर जिल्हा प्रवह उपनगर जिल्हा रेदी देर्जर श्री. कुल्ल जीवराज कराणी, श्रीमती पुदी प्रसंहराम केंद्रिय यांचे नाज कराणी, श्रीमती बदर पे रफार क्र.३०९ प्रमाणे सही --2/225/09 मे. श्री. ओम साई डेव्हलपर्स तसेच चूक 8/8/2009 यांचे नाव कमी करून खरेदी दुरूस्ती पत्र न.भू.स.अंधेरी बदर-१/७०५४/० ९ दि. २३/७/०९ खरी नक्कल -न.भू.अ.अंधेरी मुंबई उपनगर जिल्हा अर्ज क्रमांक 3925— अर्ज स्वीकार कारी तेतीम 2214!१२ नवता गुलकः... एकृष नोंदी:.. नक्करा (९८७ - १) । ्रा भागम नकाल 💥 🔆 24.412018 एकूण शुरुकः.... नवकल तपासणी ऋरणार भुखा स्मिएक, लरी नक्कल नगर भूमापत अधिकारी अधेरी गर भूमापन अधिकारी अंबेरी. 2 8928 80 900

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