ce Number	Deface Date	303/2024		दुय्यम निबंधक : सह दु.नि. बोरीवली 3 दस्त क्रमांक : 3642/2024 नोदंणी : Regn:63m
189096202324		प्रकार	गावाचे नाव : <b>मालाड</b> करारनामा	
		विलेखाचा प्रकार	10800000	
89098202324	15/03/2024	<sub>श्रे</sub> बोबदला <sub>)</sub> बाजारभाव(भाडेपटटयाच्या <sub>)</sub> बाततपटटाकार आकारणी देतो की पटटेदार <sub>पपुद</sub> करावे)	7271579.46	
	3642 /2024	<sub>यू-मापन,</sub> पोटहिस्सा व घरक्रमांक <sub>यू-या</sub> स)	इमारतीचे नाव: बी विंग,आयरिन, ब्लॉक नं: लिबर्टी । (भंडारवाडा),के जी मित्तल कॉलेज जवळ इतर माहि	नं: फ्लॅट नं .1604, माळा नं: 16 वा हॅबिटेबल मजला, गार्डन,मालाड पश्चिम,मुंबई 400064,, रोड : मोतापाडा हेती: 1 सिंगल कारपार्किंग सहित. मौजे मालाड(साउथ) :38 चौ मी रेरा कारपेट म्हणजेच 437.43 चौ फूट रेरा mber : 230,231,232. ; ) )
	j) <del>ξ</del>	नेत्रफळ	1) 40.638 चौ.मीटर	
	;)आ	कारणी र्किवा जुडी देण्यात असेल तेव्हा.		
	, हका हमन	स्तऐवज करुन देणा-या/लिहून ठेवणा-या राचे नाव र्किंवा दिवाणी न्यायालयाचा गमा र्किंवा आदेश असल्यास,प्रतिवादिचे पत्ता.	म्हणून हितेश जी ठक्कर वय:-53; पत्ता:-प्लॉट नं: ऑ विले पार्ले पूर्व, मुंबई, रोड नं: रमाबाई चेंबुरकर मार्ग नं:-AADCS4277M 2): नाव:-शेठ क्रिएटर्स अँड मन-व्हिजन प्राालि तर्फे	प्राधिकृत व्यक्ती सुरज एस श्रॉफ तर्फे कबुली जवाबासाठी कु सु फ़ेस. माळा नं: -, इमारतीचे नाव: शीला निवास , ब्लॉक नं:
	वाणी	ऐवज करुन घेणा-या पक्षकाराचे व र्किवा न्यायालयाचा हुकुमनामा र्किवा आदेश ४,प्रतिवादिचे नाव व पत्ता	नाव: विश्राम स्थल सोसायटी, ब्लॉक नं: बांगुर नगरच बांगुर नगर, महाराष्ट्र, मुम्बई. पिन कोड:-400104 2): नाव:-दाश बिमूतिभूषण वय:-36; पत्ता:-प्लॉट	नं: फ्लॅट नं एस-3/7,, माळा नं: 2 रा मजला,, इमारतीचे नाव: तवळ ,गोरेगाव पश्चिम, मुंबई,, रोड नं: विद्या भवन स्कूल,बांगुः
	दस्ता	ऐवज करुन दिल्याचा दिनांक	15/03/2024	
	0)दस्त	नोंदणी केल्याचा दिनांक	15/03/2024	

यांकनासाठी विचारात घेतलेला तपशील:-:

1)अनुक्रमांक,खंड व पृष्ठ

4)शेरा

2)बाजारभावाप्रमाणे मुद्रांक शुल्क 3)बाजारभावाप्रमाणे नोंदणी शुल्क

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

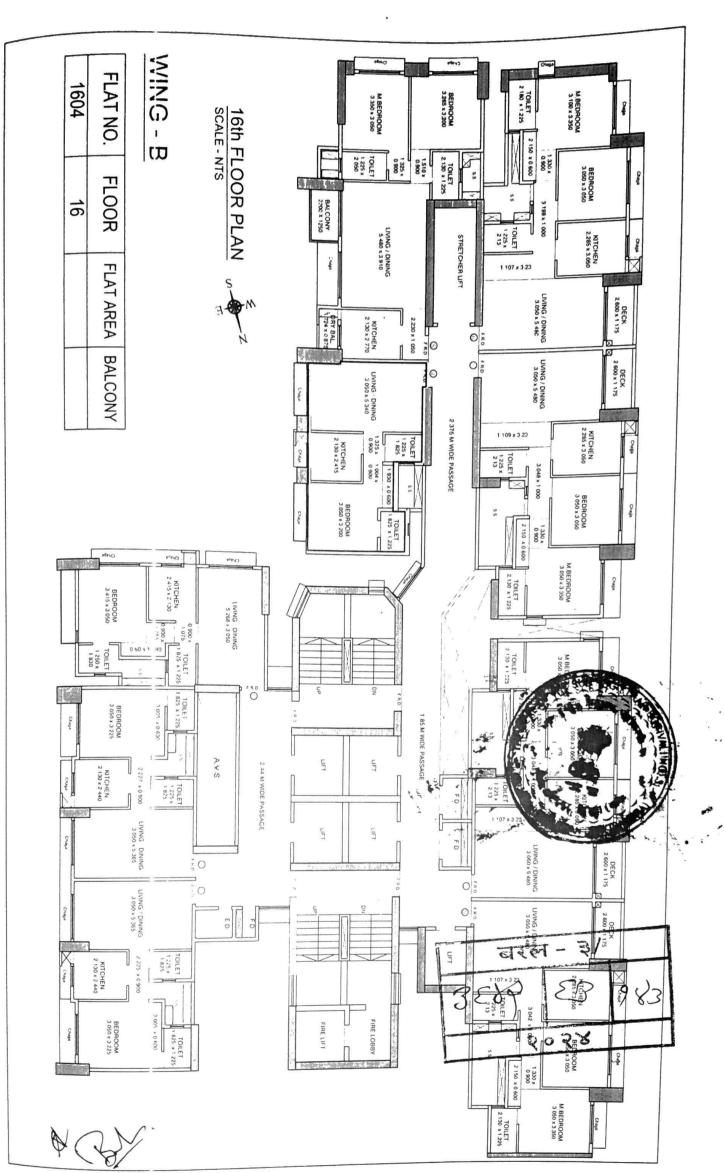
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अ सह दुय्यम निर्वेष जे जिल्ली क. ३। मुंबई उत्सार जिल्हा



FOR SHETH CREATORS & SUN-VISION PVT. LTD

MUKESH L. SHAH (CONSTITUTE ATTORNEY)

For SHETH CREATORS & SUN-VISION PVT LTD

SURAJ S. SHROFF (CONSTITUTE ATTORNEY)



## 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:

Project: IRENE WING B PHASE 1, Plot Bearing / CTS / Survey / Final Plot No.: 230 231 232 at Borivali, Borivali, Mumbai Suburban, 4000 54;

- Sheth Creators And Sunvision Private Limited having its registered office / principal place of business at Tehsil: Andheri, District: Mumbai Suburban, Pin: 400057.
- 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 th∈ 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 with healicity from time to time, shall be deposited in a separate account to be maintained in a scheduler bank to cover cost of construction and the land cost and shall be used only for that purpose, since the stirulated recovable of the project is less than the estimated cost of completion of the project.
  - The Registration shall be valid for a period commencing from 12/10/2022 and ending with 31/10/2029 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with sect. a 5 of the Act read with rule 6.
  - The promoter shall comply with the provisions of the Act and the rules and regulations made.
  - That the promoter shall take all the pending approvals from the competent authorities

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

Signature valid 20 28

Dr. Vaşanı Fremanand Prabhu (Secretar, MahaRERA) Date:12-10-2022 11:36:22

Dated: 12/10/2022 Place: Mumbai Signature and seal of the Authorized Officer Maharashtra Real Estate Regulatory Authority



## SLUM REHABILITATION AUTHORITY

Administrative Building, Anant Kanekar Marg, Bandra (East), Mumbai - 400 051 MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966 (FORM "A")

No. PN/PVT/0030/19991015/AP/S

COMMENCEMENT CERTIFICATE

(SALE BLDG)

M/s. Sun-Vision Estates & Consultants Pvt Ltd Sheela Niwas, 1st Floor, opp Parleshwar, P.C, Paranjpe 'A' Scheme No.1, Near Suncity Cinema,

2 6 MAR 2018

٧	11375 - 400 057.
Sir	
511.	with reference to your
	with reference to your application No. 6357  dated 23/03/2018 for Development
Per	Mission and grant of Continencement Continencement
Pla	mission and grant of Commencement Certificate under section 44 & 69 of the Maharashtra Regional Town
Del	nning Act, 1966 to carry out development and building permission under section 45 of Maharashtra Regional Town gional and Town Planning Act, 1966 to erect a building on plot No.
100000000000000000000000000000000000000	S. No. 230, 231 & 232
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of v	ilage Malad TPS No
war	
AA CII	Situated at Motapada Near Liberty Garden Malad (W)  Mumbai- 400 064
	The Commencement Certificate/Puilding
	The Commencement Certificate/Building Permit is granted subject to compliance of mentioned In LOI No. SRA/ENG/423/PN/PL/LOI
U/R	No
IDA	U/R No. PN/PVI/0030/19991015/AP-S dt 17/11/2017
and	on following conditions.
ane	
1.	The land vacated in consequence of 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 reason until occupancy permission has been granted.
3.	The Commencement Certificate/Development permission shall remain valid for one year from the date of its
	issue. However the construction work should be commenced within three months. It is issue.
4.	This permission does not entitle you to develop land which does not vest you are confinention
	of the provision of coastal Zone Management plan.
5.	If construction is not commenced this Commencement Certificate is renewable. Very year such state ed
	period shall be in no case exceed three years provided further that such laps shall not be my subsection to application for fresh permission under section 44 of the Maharashtra Region Land Town spring Act. 366.
	application for fresh permission under section 44 of the Maharashtra Region land Town anning Act. 1986.
6.	This Certificate is liable to be revoked by the C.E.O. (SRA) if :-
	<ul> <li>(a) The development work in respect of which permission is granted under his certificate is not carried out or the use thereof is not in accordance with the sanctioned plant.</li> <li>(b) Any of the condition subject to which the same is granted or any of the condition subject to which the same is granted or any of the condition.</li> </ul>
	out or the use thereof is not in accordance with the sanctioned plant
	(b) Any of the condition subject to which the same is granted or any of the condition subject to which the same is granted or any of the condition subject to which the same is granted or any of the condition subject to which the same is granted or any of the condition subject to which the same is granted or any of the condition subject to which the same is granted or any of the condition subject to which the same is granted or any of the condition subject to which the same is granted or any of the condition subject to which the same is granted or any of the condition subject to which the same is granted or any of the condition subject to which the same is granted or any of the condition subject to which the same is granted or any of the condition of the condit
	AL C E O (SDA) is contravened of not complied with.
	(c) The C.E.O. (SRA) 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 and 45 of the Maharashtra Regional and Town Planning Act, 1966.
7.	
	assignees, administrators and successors and every person deriving due to
	The C.E.O (SRA) has appointed Shri P. R. Pawar School Authority under section 45 on the
<b>-</b>	The C.E.O (SRA) has appointed Shift 1. B. Father Planning Authority under section 45 of the utive Engineer to exercise his powers and functions of the Planning Authority under section 45 of the
said /	ACI.
	This C.C. is granted for work up to Top of Plinth Level.
	For and on behalf of Local Authority

The Slum Rehabilitation Authority

Executive Engineer (SRA)- II FOR

CHIEF EXECUTIVE OFFICER (SLUM REHABILITATION AUTHORITY)

PN/PYI/0030/19991010/AP/.5 6 AUG 2019 PN/PVT/0030/1972 pto top of Sodium for the mextended plan dated 17,03/2018. This cac is further nextended plan dated 17,03/2018.

This U.C is further nextended plan dated 17,03/2018.

building u/r as per amended approved 16.03.19 Executive Engineer Slum Rehabilitation Authority

5 MAR 2020

PN/PVT/0030/19991015/AP/S

This C. s further extended from 1st to 10th upper This C. 4s further example building u/r as per amended residential floors for wing 'A' of sale building u/r as per amended approved plans dated 11/02/2020.

Executive Engineer Slum Rehabilitation Authority

PN/PVT/0030/19991015/AP/S 12 FEB 2021

This C.C is further extended from 11th to 20th upper residen. plans dated 07/08/2020. 12.02.2021

Executive Engineer Slum Rehat ilitation Authority

PN/PVT/0030/19991015/AP/S

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further extended from 21st to 27th upper s for wing 'A' of sale building 11/r as per plans dated 07,08/2020.

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Executive Engineer. Slum Rehabilitation Authority

PN/PVT/0030/19991015/AP/s : SEP 2021

This C.C is re-endorsed upto 27th upper residential floors for wing 'A' of sale building as per approved amended plans dated 19/08/2021.

> Men +25/08 Executive Engineer Slum Rehabilitation Authority

PN/PVT/

This C.C. is furt floors for wing 'A' of 19/08/2021.

PN

This C.C is further upper floors (including building u/r as per ap

> This C.C is re-2 nos. of Basemer (E-deck) + 1st to building compris podium + 10th po amended plans da

PN/PVT/0030/19991015/AP/5

·2 1 OCT 2021

This C.C. is further extended from 28th to 42nd upper residential floors for wing 'A' of sale building u/r. as per approved amended plans

> **Executive Engineer** Slum Rehabilitation Authority

PN/PVT/0030/19991015/AP/S

1 6 MAR 2022 This C.C is further extended for full height from 43rd to 45th upper floors (including OHWT & LMR) i.e full C.C for wing 'A' in sale building u/r as per approved amended plans dated 19/08/2021.

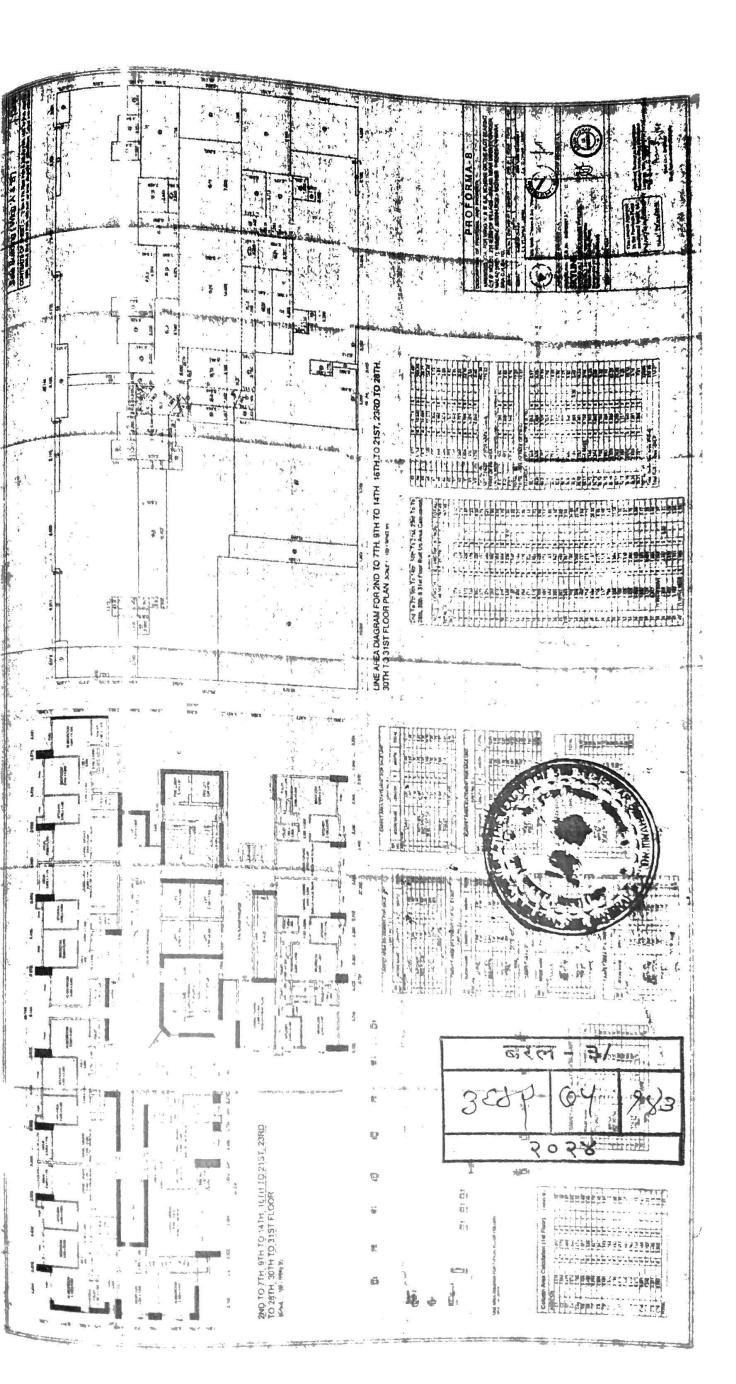
> **Executive Engineer** Slum Rehabilitation Authority

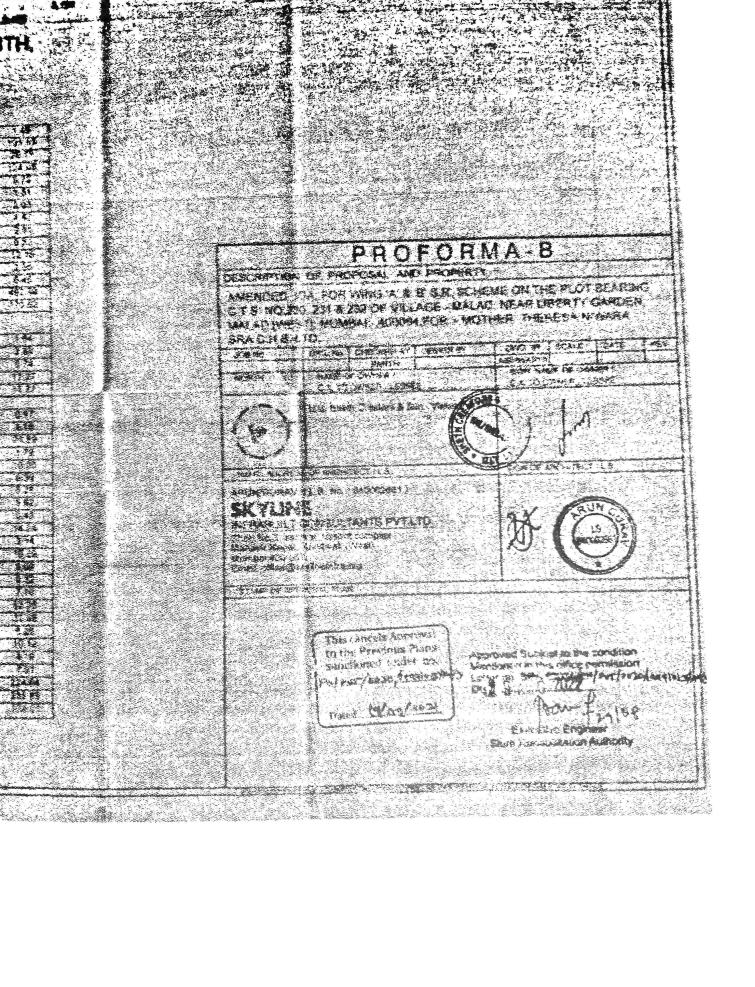
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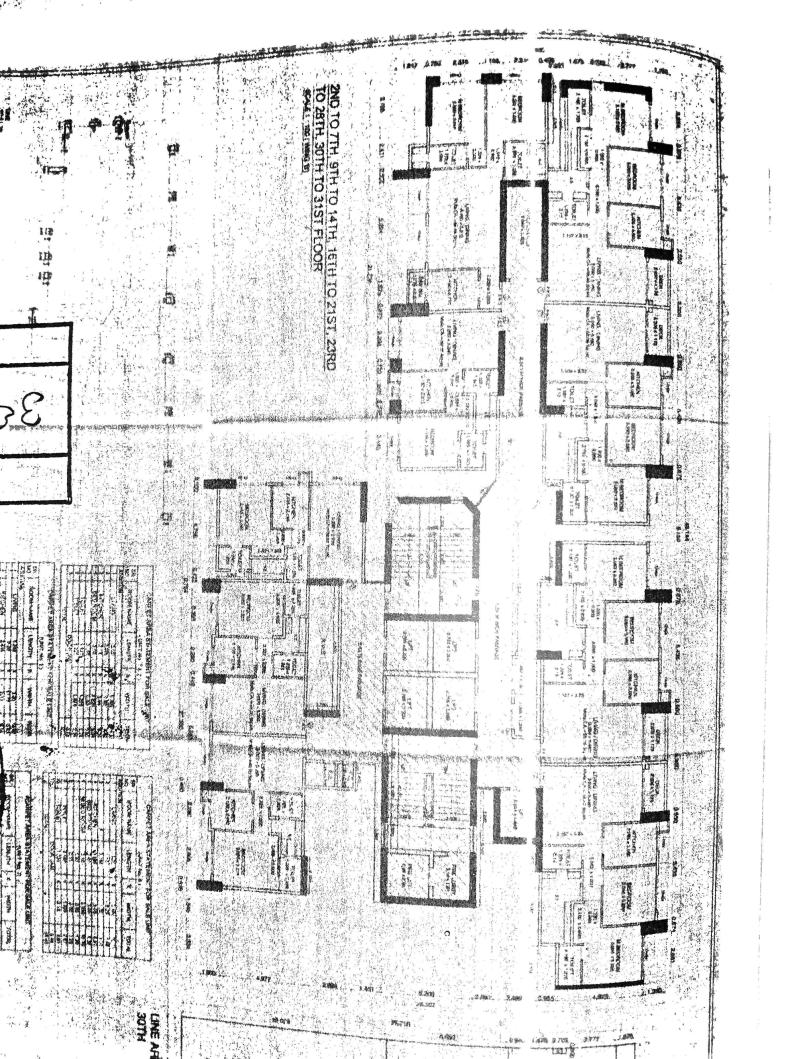
3 DAMG 2022

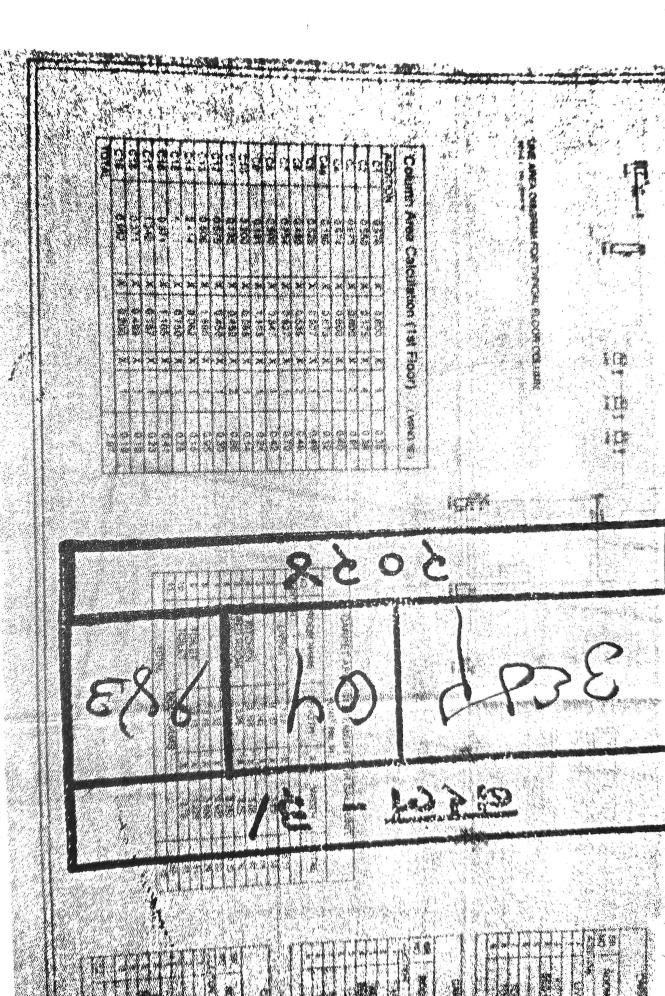
This C.C is re-endorsed for wing A of sale building comprising of 2 nos. of Basement + Gr (stilt) + 1st to 9th podium + 10th podium (E-deck) + 1st to 45th upper residential floors & wing B of sale building comprising of 2 nos. of basement + Gr(stilt) podium + 10th podium (E- deck ) in the scheme u/r as amended plans dated 29/08/2022.

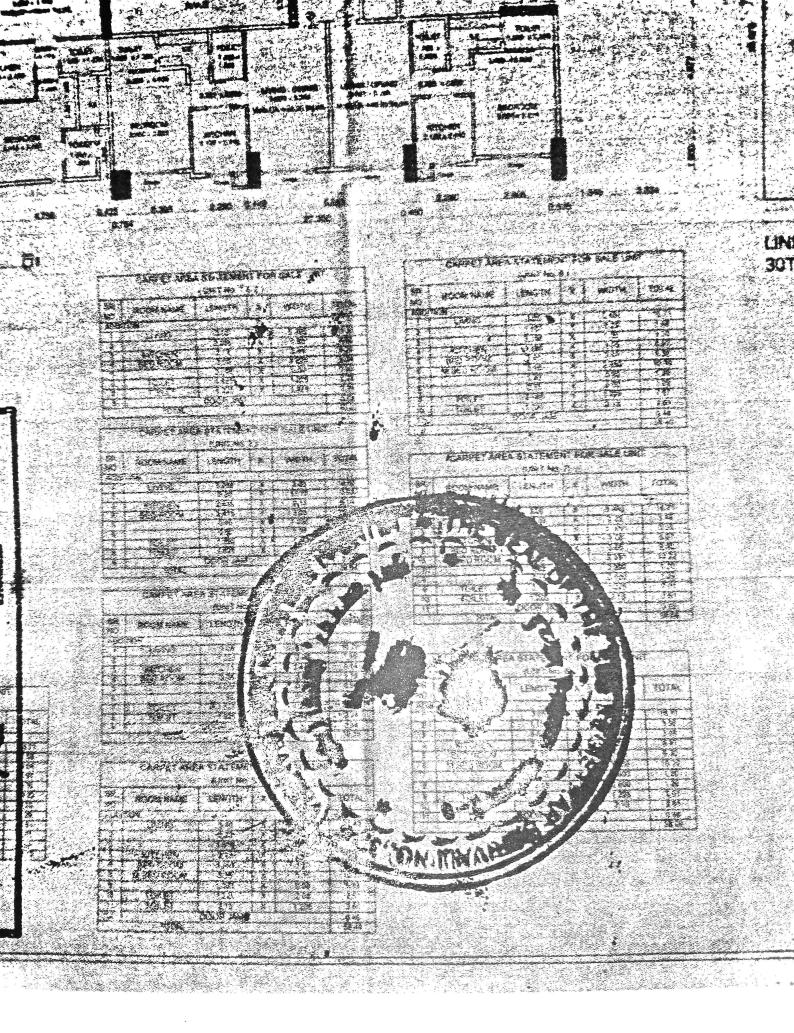
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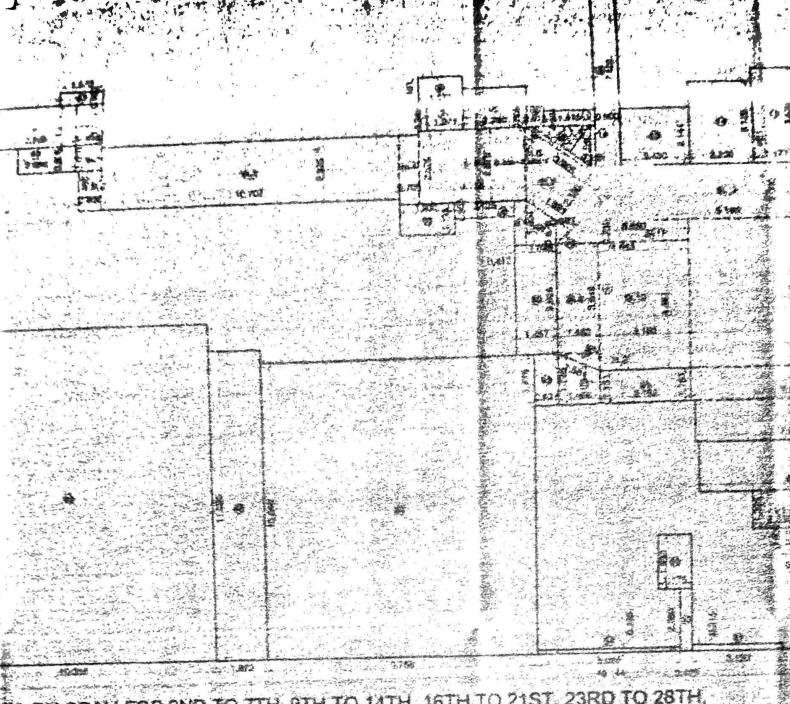












## EA DIAGRAM FOR 2ND TO 7TH, STH TO 14TH, 16TH TO 21ST, 23RD TO 28TH, 131ST FLOOR PLAN 304E 1 100 18 TO 21

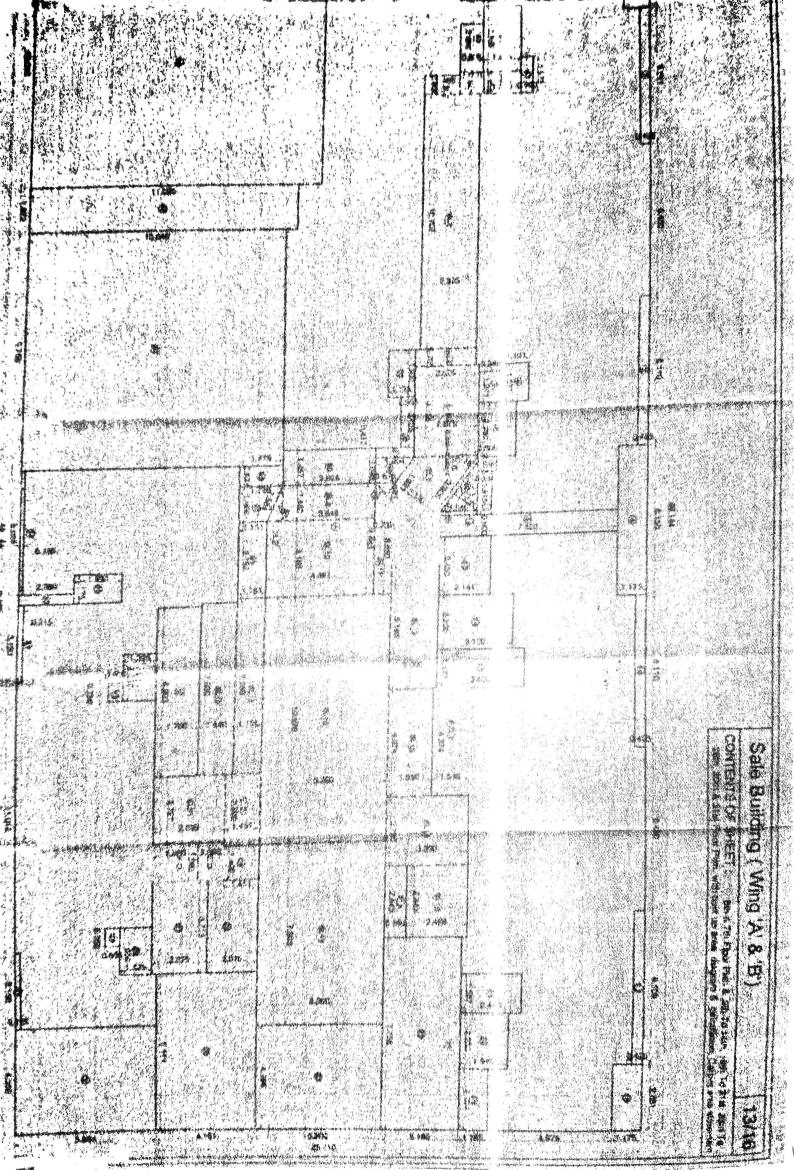
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पावती Original/Duplicate 368/3642 नोंदणी क्रं. :39म Friday, March 15, 2024 Regn.:39M 5:54 PM दिनांक: 15/03/2024 पावती क्रं.: 3869 गावाचे नाव: मालाड दस्तऐवजाचा अनुक्रमांक: बरल-3-3642-2024 दस्तऐवजाचा प्रकार : करारनामा सादर करणाऱ्याचे नाव: अभिलेखा अशोक हराळे रु. 30000.00 नोंदणी फी ₹. 2860.00 दस्त हाताळणी फी पृष्ठांची संख्या: 143 रु. 32860.00 एकूण: आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 6:14 PM ह्या वेळेस मिळेल. बाजार मुल्य: रु.7271579.46 /-सह दुय्यम निबंधक बोरीवली क्र. ३, मोबदला रु.10800000/-मुंबई उपनगर जिल्हा भरलेले मुद्रांक शुल्क : रु. 648000/-

1) देयकाचा प्रकार: By Cash रक्कम: रु 2860/-

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH017214919202324E दिनांक: 15/03/2024

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#### CHALLAN MTR Form Number-6



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NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
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#### AGREEMENT FOR SALE

THIS AGREEMENT is made at Mumbai on this 15 day of MARCH

### BETWEEN

SHETH CREATORS & SUN-VISION PVT. LTD., a Company incorporated under the provisions of Companies Act, 1956 having its registered office at Sheela Niwas, Ramabai Chemburkar Marg, Vile Parle (East), Mumbai 400057, hereinafter referred to as the "PROMOTERS" (which expression shall unless it be repugnant to the context o meaning thereof, be deemed to mean and include its successor/s and assigns) of the ONE PART;

#### AND

Mrs. Abhilekha Ashok Harale And Mr. Dash Bibhutibhushan Indian Inhabitant (s) residing & t S-3/7, Vishram Sthal Society, 2nd Floor, Near Bangur Nagar, Vidya Bhavan School, Bangur Nagar, Goregaon – West, Mumbai- 400104

a partnership firm registered under the Indian PartnershipAct 1932 and carrying on Business at

OR

a Company registered under the Companies Act 1956/ Companies Act 2013 and having its registered office at

(Signature of Promoters)

(Signature of Purchaser/s)

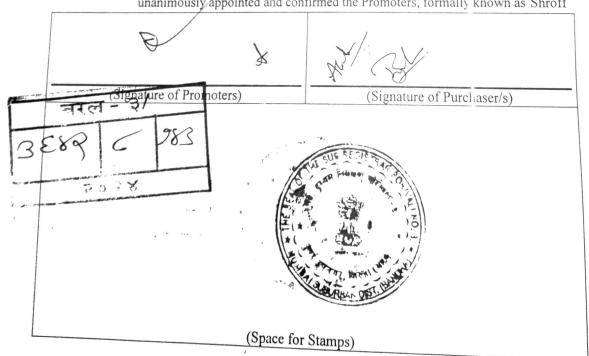
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hereinafter called "the PURCHASER's" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include in the case of an individual to his on his on his individual's, his or her or their heirs, executors, administrators and permitted assigns, and in the case of Parameter of the case of and in the case of a Partnership firm, the partners from time to time constituting the firm and the assessment of the case of a partnership firm, the partners from time to time constituting the firm and the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and their his/her permitted assigns and in case of a HUF the members of HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and assigns of such last surviving member of the HUF and in the case of a company or a society or a body corporate, its successors and permitted assigns) of the OTHER PART;

#### WHEREAS

- By diverse deeds, the Promoters are owners of all that piece and parcel of land and ground bearing (i) Survey No.482 Hissa No.1 and 10w bearing CTS Nos. 232 admeasuring 6731 sq. mtrs., or thereabouts and (ii) Survey No.482 Hissa No.2 and now bearing CTS Nos. 230 and 231 admeasuring about 1860 sq. mtrs., or thereabout aggregately admeasuring about 8591 sq. mtrs., or thereabouts of village Malad (South) within the Registration District and Sub district of Mumbai and Mumbai Suburban and situate at Mota Pada (Bhandarwada), near K. G. Mittal College, Liberty Garden, Malad West, Mumbai 400 064 more particularly described in the First Schedule hereunder written and shown in red colour boundary line on the plan annexed and marked as Annexure "1", hereto (hereinafter referred to as "the said Larger Land");
- The said Larger Land is encroached by encroachers and/or slum dwellers (hereinafter referred to as "Slum Dwellers"), who have constructed various B hutments and structures on parts of the said Larger Land. The Slum Dwellers have formed society viz. Mother Theresa Niwara SRA Co-c perative Housing Society (hereinafter referred to as "Society");
- By a notification bearing No. SRA/MALAD/80/81 dated 31st March, 1986, read C. with notification bearing No. SRA/Application/T-6/3-C/Kavi/ 168/2017/335 dated 17th November, 2017, an area admeasuring approx 2,547.70 sq. mtrs or thereabouts out of the said Larger Land is declared as "Slum" under Section 4 of Maharashtra Slum Area (improvement, clearance and redevelopment) Act, 1972 (hereinafter referred to as "Slum Act") (hereinafter referred to as "Slum Property");

The Slum Dwellers vide its resolution dated 15<sup>th</sup> July, 20(7, inter alia, (i) D. unanimously appointed and confirmed the Promoters, formally known as Shroff



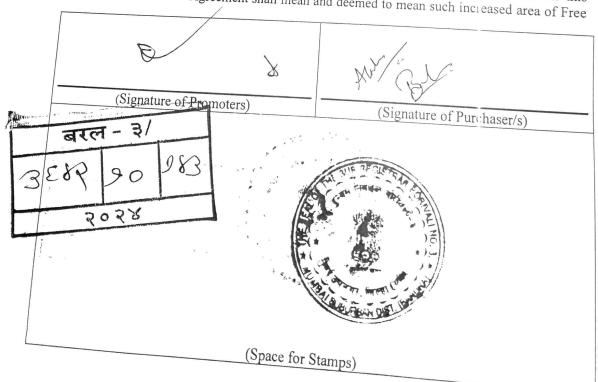
Consultants Private Limited as developer for the said Slum Property, (ii) appointment of Mr. Mukesh Bahadur as the Architect and structural consultant, (iii) approval on Individual Consent Letter format and (iv) appointment of Managing Committee members for signing Development Agreement with the developers for and on behalf of the Society;

- E. As per Development Plan Remark bearing no. CHE/01/DPWS/P/N dated 15<sup>th</sup> May, 2015 issued by Municipal Corporation of Greater Mumbai (hereinafter referred to as "MCGM"), portion of the said Larger Land is reserved for Hospital and Municipal Primary School (hereinafter referred to as "Reservations");
- F. The Additional Collector (Enc), Mumbai and Mumbai Suburban issued Annexure II bearing No. U/No. U/IV/D-13/33(10)/SR-141/97 dated 18<sup>th</sup> February, 1997 (hereinafter referred to as "Annexure II") in respect of the said Larger Land;
- G. Under the Certificate of Incorporation Consequent upon Change of Name dated 12<sup>th</sup> February, 1996 issued by Registrar of Companies under Section 23(1) of Companies Act, 1956, name of the Promoters, i.e Shroff Consultants Private Limited was changed to M/s. Sun-Vision Estates & Consultants Private Limited;
- H. By and under a Letter of Intent bearing No. SRA/ENG/423/PN/PL/LOI dated 7<sup>t1</sup> May, 2009, the Slum Rehabilitation Authority ("SRA") has considered and approved scheme of rehabilitation of plot under provisions of Regulation 33(10) of the DCR on the said Larger Land, in the manner and on the terms and conditions as more particularly setout therein (hereinafter referred to as "the First LOI") and thereafter, SRA issued Revised Letter of Intent bearing No. SRA/ENG/423/PN/PL/LOI dated 18<sup>th</sup> July, 2017, followed by another LOI dated 4<sup>th</sup> February, 2020, and lastly, an LOI dated 1<sup>st</sup> November 2021 (hereinafter referred to as "the Revised LOIs"). The First LOI and the Revised LOIs are hereinafter collectively referred to as "the LOI". By and under the LOI presently:
  - i. The Promoters have, *inter-alia*, the right and obligation to develop and construct the rehab tenements ("Rehab Component") to rehabilitate Slum Dwellers on portion of the said Larger Land, in the manner as setout therein;
  - ii. The Promoters are, inter-alia vested with the rights to develop the said

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Larger Land by utilization of the free sale component, as may be Larger Land by utilization of the field Sale Component"), in the manner as increased from time to time ("Free Sale Component"), in the manner as

- Vide a Non Agriculture Order dated 12th June, 2012, the usage of the said Larger Land was converted from agriculture to non-agriculture; I.
- Dispute and differences arose between the Promoters and Society and as such Promoters filed Suit No. 2059 of 2014 (hereinafter referred to as "said Suit") before Hon'ble City Civil Court, Dindoshi, at Goregaon against the Society, its J. chairman and secretary. The said Suit was settled out of court and the said Suit was disposed of in terms of Consent Decree dated 13<sup>11</sup> November, 2014 (hereinafter referred to as "Consent Decree");
- Vide a Certificate of Incorporation pursuant to Name Change dated 23<sup>rd</sup> January, 2018, the name of the Promoters was changed from M/s Sun-Vision K. Estates & Consultants Private Limited to Sheth Creators & Sun-Vision Private Limited:
- SRA has vide its Letter of Approval dated 1st February, 2018 bearing No. P-L. N/PVT/0030/19991015 sanctioned the layout plan of the said Larger Land ("Layout Plan"). As per the Layout Plan, the said Larger Land is to be developed in the following manner:
  - Rehab building/s with respect to the said Larger Land are being (i) constructed on a portion of the said Larger Land ad neasuring 1546.28 square meters ("Rehab Land");
  - (ii) The free sale building/s are being constructed on a portion of the said Larger Land admeasuring 5015.75 square meters more particularly described in the Second Schedule hereunder written ("Free Sale Land"). The Free Sale Land is shown in blue colour boundary line on the plan annexed hereto and marked as Annexure "1". Subject to necessary approvals, permissions and modification to Development Control Regulations and the proposed Development Plan of 2034 coming into force which is applicable to the said Larger Land, and pursuant thereto if any present reservation on the said Larger Land or part thereof is reduced, then in view thereof, the area of the Free Sale Land will increase and the term 'Free Sale Land' used in this Agreement shall mean and deemed to mean such increased area of Free



### Sale Land under such circumstances;

- A portion admeasuring 1510.60 sq.mtrs. is towards Reservations;
- A portion of the said Larger Land admeasuring 518.37 square meters (iii) is towards reservation of Road Set-back. (iv)
- The Promoters are entitled to develop the said Larger Land and are constructing a residential project on the Free Sale Land in a phased manner. The Promoters propose to construct the following on the Free Sale Land: M.
  - the free sale building/s being multi-storey building/s to be known as "Irene" ("the said Building") comprising of residential flats. The said Building at present comprises of 2 (two) Wings being Wing 'A' ("the said Building at present comprises of 2 (two) Wings being Wing 'A' ("the said Building at present comprises of 2 (two) Wings being Wing 'A' ("the said Building at present comprises of 2 (two) Wings being Wing 'A' ("the said Building at present comprises of 2 (two) Wings being Wing 'A' ("the said Building at present comprises of 2 (two) Wings being Wing 'A' ("the said Building at present comprises of 2 (two) Wings being Wing 'A' ("the said Building at present comprises of 2 (two) Wings being Wing 'A' ("the said Building at present comprises of 2 (two) Wings being Wing 'A' ("the said Building at present comprises of 2 (two) Wings being Wing 'A' ("the said Building at present comprises of 2 (two) Wings being Wing 'A' ("the said Building at present comprises of 2 (two) Wings being Wing 'A' ("the said Building at present comprises of 2 (two) Wings being Wing 'A' ("the said Building 'B') ("the said i. Wing A") and Wing 'B' (i.e. Sale building) ("the said Wing B"). The Promoters propose to construct additional wings subject to approvals and permissions;
  - the Promoters are in the process of constructing Wing "A" and further proposes to construct Wing "B" on the Free Sale Land which shall be for ii residential use;
  - the said Wing A and Wing B are registered as separate real estate ii. projects.
  - the podium of the said Wing A and Wing B shall be common; i١.
  - the common areas, facilities and amenities of the said Building, which shall be used by all the flat purchaser/s/occupants of the said Building i.e. Wing A and Wing B, are more particularly set out in Annexure "7" hereunder written ("Common Areas and Amenities of the said Building");
  - as per Letter of Intent bearing no. SRA/ENG/423/PN/PL/LOI dated 18th July, 2017, FSI of 37,779.70 square meters (Total Sale BUA With Fungible) is sanctioned to be consumed on the said Larger Land;
  - currently, FSI of 21727.63 square meter is proposed to be consumed on the said Larger Land as per Development Plan of 2034 / Development vi. Control Regulation for Greater Mumbai 2034;

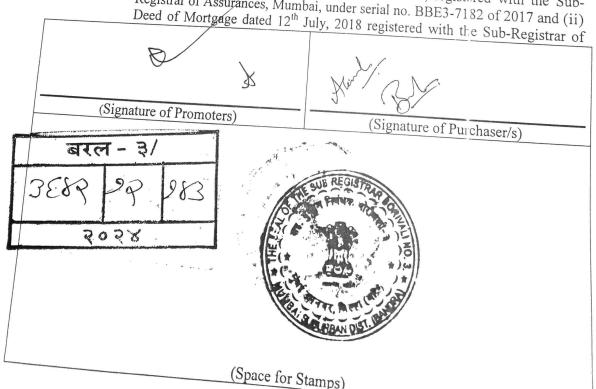
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the scheme and scale of development proposed to be carried out by the scheme and scale of development proposed with applicable the Promoters on the said Larger Land is in accordance with applicable viii. law as amended from time to time;

the statutory approvals may require the Promoters to hand over the statutory approvais may require the land forming part of the certain stipulated percentage/portion of the land forming part of the certain supulated percentage/portion of the larger Land to the concerned authorities or develop the same as public ix. Larger Land to the concerned authorities of distribution and amenity. The Promoters shall determine and identify the portion and location of such land to be handed over for complying with the terms and conditions of statutory approvals.

- The Purchaser/s is/are aware that there exists a 9 mtrs. wide common access road/right of way on the said Larger Land which shall be common and shall be used for the access of the Reservations, the said Building/the said Wing B/the free sale building/s and the Rehab Building/s. The said common access road/right of way is shown in yellow colour boundary line on the plan annexed hereto as Annexure "1".
- The development of the said Wing B, is a phase of the said Building and Ο. proposed as a real estate project by the Promoters and the Promoters have registered the same as a real estate project ("the Real Estate Project") with the Real Estate Regulatory Authority ("Authority"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("RERA") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of Real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("RERA Rules"). The Authority has duly issued the Certificate of Registration No. P51800047209 dated 21-Oct-2022 for Irene-Wing B, i.e the Real Estate Project and the copy of the Certificate is annexed and marked as Annexure "2" hereto:
- Р. The Promoters have entered into a prescribed Agreement with an Architect, registered with the Council of Architects and also appointed Structural Engineer for preparing structural designs and drawings and specifications of the Free Sale Land and the Purchaser/s accept/s the professional supervision of the said Architect and the said Structural Engineer till the completion of construction and development of the said Wing B unless otherwise changed by the Promoters;

By a (i) Deed of Mortgage dated 28th June, 2017, registered with the Sub-Q. Registrar of Assurances, Mumbai, under serial no. BBE3-7182 of 2017 and (ii)



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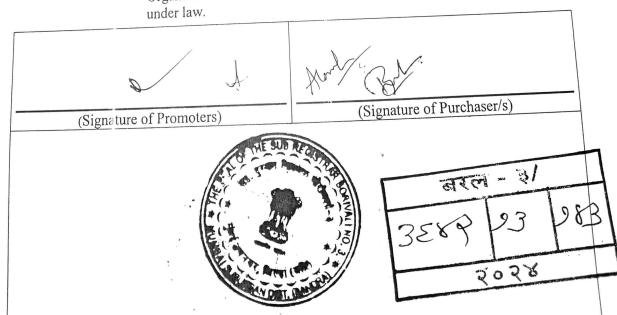
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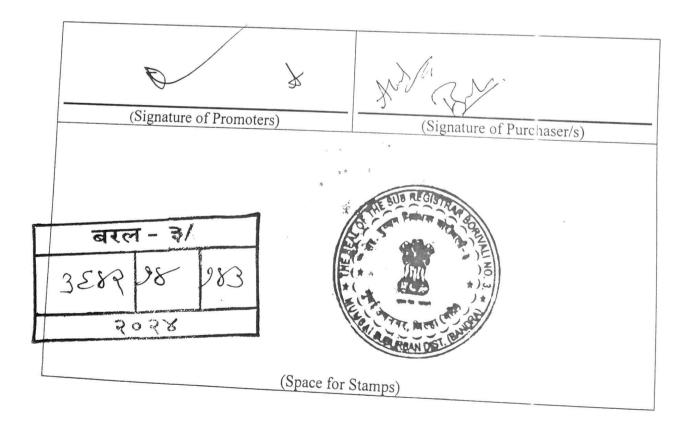
Assurance, Mumbai under serial No.10295 of 2018, Sun-Vision Estate & Consultants Private Limited has created exclusive charge/mortgage on all the right, title and interest of Sun-Vision Estate & Consultants Private Limited in the said Larger Land (excluding Rehab and Reservations) in favour of Yes Eank Limited and on terms and conditions contained therein;

- Slum Rehabilitation Authority has presently sanctioned the plans inter- alia for construction of the said Wing B on the part / portion of the Free Sale Land and has issued an Intimation of Approval bearing No. P- N/PVT/0030/19991015 R. ("I.O.A.") dated 29th August, 2022 and Commencement Certificate bearing No.PN / PVT/ 0030/19991015 / AP/S dated 30th August, 2022 ("C.C."). Hereto collectively annexed and marked as Annexure "3" collectively are copies of I.O.A. and C.C.
- Advocate Anil D'souza has issued a Title Certificate relating to the Free Sale Land. A copy of the said Title Certificate is annexed hereto and marked S. as Annexure "4" and the Property Register Card of said the Larger Land is annexed and marked as Annexure "5" hereto.
- The principal and material aspects of the development of the Real Estate T. Project are briefly stated below:
  - residential building known as "Wing B" to be constructed on a portion of the Free Sale Land admeasuring 770 sq.mtrs. and shown in orange colour hatched lines on the plan annexed hereto and marked as Annexure "1" comprising of 1 (one) Basement, 9 (Nine) levels of Podiums, 1 (one) Edeck on 10<sup>th</sup> level and 1<sup>st</sup> to 45<sup>th</sup> habitable floors as residential area;
  - as on date, the Slum Rehabilitation Authority has sanctioned the plans for 1 (one) Basement, 9 (Nine) levels of Podiums, 1 (one) E-deck on 10<sup>th</sup> (ii) level and 1st to 45th habitable floors;
  - as on date, FSI of 15,994.32 sq. mtrs. has been sanctioned for consumption in the construction and development of the said Wing B. (iii) The Promoters proposes to consume a further FSI of 5733.31 square meters thus, aggregating to total FSI of 21727.63 square meters in the construction and development of the said Wing B;
  - the Promoters shall be entitled to confer title of the Free Sale Land to such Organization / Society / Apex '3cdy, as the case may be, as permissible  $(i \lor)$ under law.



The above details along with the relevant permissions and approvals are available for inspection on the website of the Authority at https://maharera.mahaenline.gov.in.

- U. The Purchaser/s has/have demanded inspection from the Promoters and the Promoters have given inspection to the Purchaser/s of all documents of title relating inter-alia to the said Larger Land and the Free Sale Land including all the documents mentioned in the recitals hereinabove and also the plans, designs the documents mentioned in the recitals hereinabove and also the Title Certificate, and specifications prepared by the Promoters' Architects, the Title Certificate, and specifications prepared by the Promoters as specified under RERA Act and revenue records and all other documents as specified under RERA and RERA Rules, as amended upto date and the Purchaser/s is/are fully satisfied RERA Rules, as amended upto date and the Purchaser/s is/are fully satisfied right to allot various premises in respect of Free Sale Land and the Promoters' with the title of the Promoters in respect of Free Sale Land and has/have agreed not to building/s to be constructed on the Free Sale Land and has/have agreed not to raise any requisitions on or objections to the same;
- V. The Purchaser/s after having investigated and after being fully satisfied in respect of title of the Promoters to the Free Sale Land, has/have approached the Promoters and requested the Promoters to sell to him/her/them a residential Flat being Flat more particularly described in the **Third Schedule** hereunder written (hereinafter referred to as "the said Flat") for the consideration more particularly mentioned in the **Third Schedule** hereunder written (hereinafter referred to as "Sale Price") and on the terms and conditions hereinafter appearing. The said Flat is shown in red hatched lines on the plan annexed hereto and marked as **Annexure** "6";
- W. Along with the said Flat, at the request of the Purchaser/s, the Promoters have also agreed to permit to the Purchaser/s to use and occupation of car parking space as more particularly described in the **Third Schedule** hereunder written in podium/basement of the said Project (hereinafter referred to as "Parking Space");
- X. Copies of following documents are annexed to this Agreement:
  - i. Copy of the plan showing *inter-alia* the said Larger Land and Free Sale Land (Annexure "1");
  - ii. Copy of RERA Registration Certificate dated <u>12-OCY-2022</u> issued by the Authority (Annexure "2");

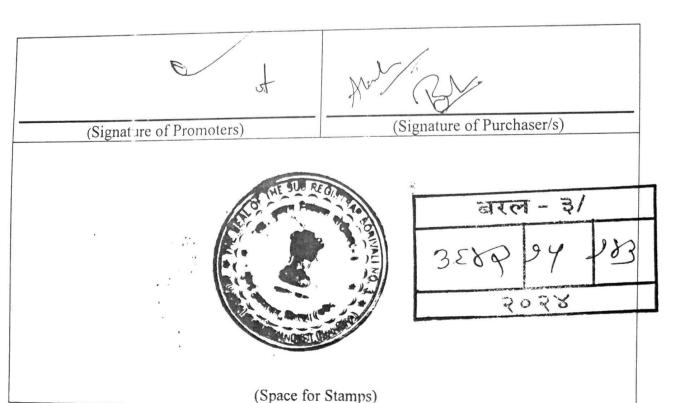


- iii. Copies of I.O.A. and C.C. (Annexure "3" collectively);
- iv. Copy of Title Certificate given by Advocate Anil D'souza (Annexure "4");
- v. Copy of Property Register Card of the Larger Land (Annexure "5");
- vi. Copy of the floor plan (Annexure "6");
- vii. Common Areas and Amenities of the said Building (Annexure "7")
- viii. Common Areas and Amenities of the Real Estate Project (Annexure "7A")
- ix. Milestones for payment of Sale Price (Annexure "8");
- x. Fixtures, fittings and amenities in the said Flat (Annexure "9")
- xi. List of Other Charges (Annexure "10")
- Y. Under section 13 of the RERA, the Promoters are required to execute a written Agreement for Sale in respect of the said Flat agreed to be sold to the Purchaser/s, and the Parties are therefore executing these presents and also to register this Agreement under the Indian Registration Act, 1908;
- Z. Relying upon the said applications, declaration and agreement herein contained, the Promoters have agreed to allot to the Purchaser/s the said Flat, at the price and on the terms and conditions hereinafter appearing.

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

### 1. AGREEMENT

1.1 The recitals contained above, schedules written hereunder and annexures hereto shall form an integral and operative part of this agreement as if the same were set out and incorporated herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of the said Act.



2.

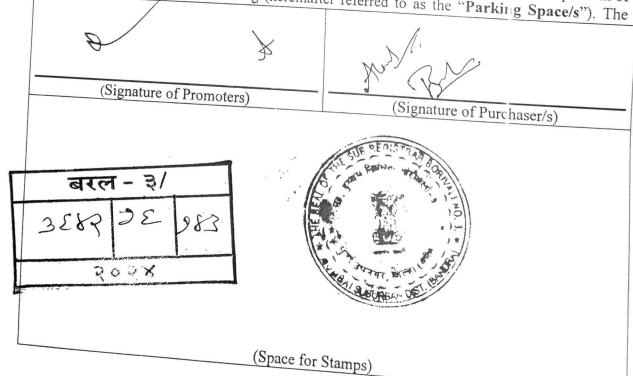
# CONSTRUCTION OF WING B / THE REAL ESTATE PROJECT

- The Promoters are constructing Wing B comprising of 1 (one) Basement, 9 (Nine) levels of Podiums, 1 (one) E-deck on 10th k vel and 1st to 45th habitable floors on the Free Sale Land forming part of the said Larger 2.1 Land in accordance with the plans, specifications, designs and elevations as maybe approved concerned local authority and which have been seen and inspected by the Purchaser/s with such variations and modifications as may consider necessary or as may be required by the Government, Slum Rehabilitation Authority, Municipal Corporation of Greater Mumbai and/or any other local authority from time to time.
- The Promoters shall have to obtain prior consent in writing of the Purchaser/s in respect of any variations or modifications which may 2.2 adversely affect the said Flat, except, any alteration or addition required by Government authorities, or, due to change in law, or, any change as contemplated by any of the disclosure already made to the Purchaser/s.

#### PURCHASE OF THE SAID FLAT AND SALE PRICE 3.

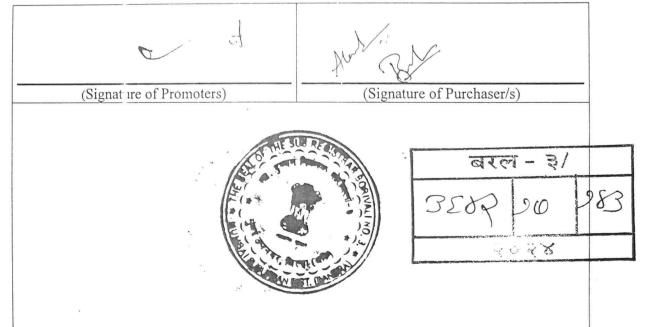
- The Purchaser/s hereby agree/s to purchase and acquire from the 3.1 Promoters and the Promoters hereby agree/s to allot to the Purchaser/s a residential flat more particularly described in the Third Schedule hereunder written (hereinafter referred to as "the said Flat") being constructed on the Free Sale Land forming part of the said Larger Land, at and for the lumpsum price particularly mentioned in the Third Schedule hereunder written (hereinafter referred to as "Sale Price") payable by the Purchaser/s to the Promoters in the manner detailed in Annexure "8" annexed hereto. The said Flat is more particularly shown in red colour boundary lines on the typical floor plan annexed hereto and marked as Annexure "6".
- It is expressly agreed that the said Flat contains specifications, fixtures, 3.2 fittings and amenities as set out in the Annexure "9" annexed hereto and the Purchaser/s confirm/s that the Promoters shall not be liable to provide any other specifications, fixtures, fittings and amenities in the said Flat.

The Promoters have agreed to permit the Purchaser/s, the right to 3.3 exclusively use car parking space/s more particularly described in the Third Schedule hereunder written in/or the basement/stilt/podium of said Building (hereinafter referred to as the "Parking Space/s"). The



said Flat and Parking Space/s are hereinafter collectively referred to as"the said Premises".

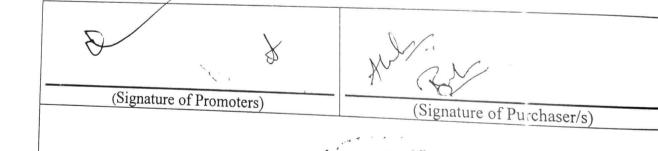
- The Parking Space are made available free of charge to the Purchaser/s and the Sale Price agreed to be paid under this Agreement is only for the carpet area of the said Flat.
- The Promoters shall confirm the final carpet area of the said Flat that has 3.5 been agreed to be allotted to the Purchaser/s only after construction of Wing B is completed and occupation certificate in respect thereof is granted by SRA, by furnishing details of the changes (if any) in the carpet area of the said Flat, subject to a variation cap of 3%. The Sale Price payable for the purchase of said Flat, on the basis of the carpet area of the said Flat, shall be recalculated based on the confirmation of the carpet area of the said Flat by the Promoters. If there is any reduction in carpet area of the said Flat, then the Promoters shall refund the excess money paid by the Purchaser/s within 45 (forty five) days together with the interest on the excess amount. The interest payable by the Promoters shall be the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon (hereinafter referred to as "Interest Rate"). In the event of increase in carpet area of the said Flat, the Purchaser/s shall make the payment of such excess area in the immediate next installment of the Sale Price. It is clarified that the payments to be made by the Promoters/Purchaser/s, as the case may be, under this Clause, shall be made at the same rate per square meter of carpet area as agreed in Clause 3.1 above.
- 3.6 The Purchaser/s hereby agree/s, covenant/s and undertake/s to pay the Sale Price to the Promoters in the manner set out in **Annexure "8"** annexed hereto.
- 3.7 Each of such installments shall be paid by the Purchasers within a period of 7 (seven) days from the date of intimation by the Promoters. Time for payment of each installment is the essence of the contract.
- 3.8 The Purchaser/s hereby agree/s, confirm/s and undertake/s that an intimation forwarded by the Promoters, that a particular stage of construction is commenced or completed shall be sufficient proof that a particular stage of construction is commenced or completed. However, it is agreed that non receipt of such intimation requiring such payment shall not be a plea or an excuse by the Purchaser/s for non-payment of any

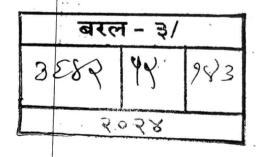


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### THE THIRD SCHEDULE ABOVE REFERRED TO

Sr.No.	Terms and Expressions	Meaning	
1.	The said UNIT	Flat No. 1604 admeasuring about 40.638 sq. mti equivalent to approximately 437.43 square feet carpet area (excluding area of balcony/ies) on the 16 <sup>th</sup> habitable floor of the Wing B of the said "Irene".	
2.	Appurtenant Area	Terrace/balcony admeasuring about 00.00 square meters equivalent to approximately 00.00 square feet carpet area.	
3.	Sale Price	Rs. 1,08,00,000/- (Rs. One Crore Eight Lakh Oaly)	
4.	Car Parking	1 (One) number of single parkings in the basement/podium of IRENE (as may be determined by the Promoters).	
5.	RERA Account for payment of Sale Price	"SHETH CREATORS AND SUN VISION PVT LTD IRENE T2 COLLECTION RERA AC" Bank Name : YES BANK Branch : ANDHERI (EAST) Account Type : CURRENT Account No. : 007872500000112 IFSC Code : YESB0000078	
6.	Name of the Account for payment of GST	"SHETH CREATORS AND SUN VISION PVT LTD TAX AC"  Bank Name : YES BANK  Branch : BANDRA (EAST)  Account Type : CURRENT  Account No. : 026863300001078  IFSC Code : YESB0000268	
7.	The said Date	31 <sup>st</sup> December 2027	







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8.	Address of the Purchaser/s for the purposes of this Agreement	S-3/7, Vishram Sthal Society, 2nd Floor, Near Bangur Nagar, Vidya Bhavan School, Bangur Nagar, Goregaon – West, Mumbai- 400104
9.	Name and address of the Promoters for thepurposes of this Agreement	Sheth Creators & Sunvision PrivateLimited Sheela Niwas, Ramabai Chemburkar Marg, Vile Parle (East), Mumbai 400057
10.	Permanent AccountNumber of Promoter and Purchaser/s	Promoter's PAN: AADCS4277M Purchaser/s PAN: ACXPH7058G Purchaser/s PAN: AMEPD4323D
11.	Architects for the development of the said Property	SKYLINE INFRABUILT CONSULTANTS PVT LTD.

t d

(Signature of Promoters)

WY. CY.

(Signature of Purchaser/s)

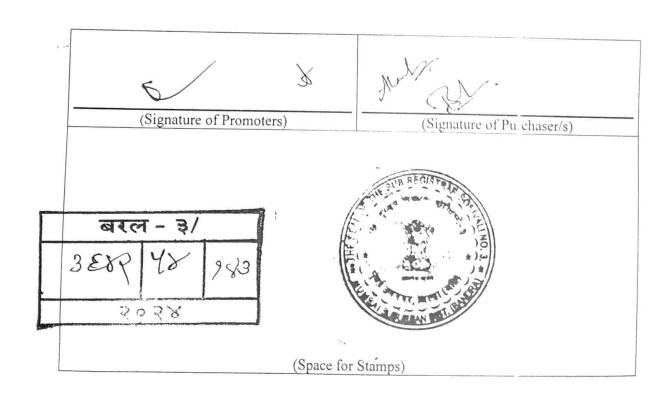


### (Annexure "8")

### Milestones for payment of Sale Price

PAYMENT SCHEDULE

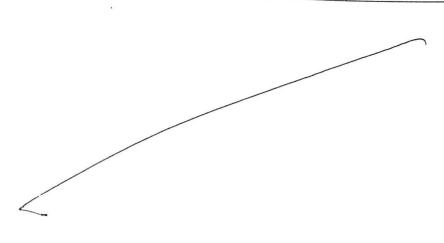
	PAYMENT SCI	ILDULL	
s.no	PARTICULARS	Due %	Amount Payable
			540,000
1	On Booking/Earnest Money	5.00%	529,200
2	On Allotment within 30 days	4.90%	
3	Execution of agreement within 60 days	5.10%	550,800
4	Completion of Basement-2	4.00%	432,000
5	Completion of Podium-2	4.00%	432,000
6	Completion of Podium-8	4.00%	432,000
7	Completion of Plinth	4.00%	432,000
8	Completion of 5th Slab	4.00%	432,000
9	Completion of 10th Slab	4.00%	432,000
10	Completion of 15th Slab	4.00%	432,000
11	Completion of 20th Slab	4.00%	432,000
12	Completion of 25th Slab	4.00%	432,000
13	Completion of 30th Slab	4.00%	432,000
14	Completion of 35th Slab	4.00%	432,000
15	Completion of 40th Slab	4.00%	432,000
16	Completion of Top Slab	4.00%	432,000
17	Completion of Masonry work of flat	4.00%	432,000
18	Completion of Gypsum plaster of flat	4.00%	432,000
19	Completion of Flooring of flat	4.00%	432,000
20	Completion of staircase	4.00%	432,000
21	Completion of terrace with Waterproofing	3.00%	324,000
22	Completion of lift wells	3.00%	324,000
23	Completion of Windows of Flat	3.00%	324,000
24	Completion of Lift	3.00%	324,000
25	On Receipt of Occupation Certificate	5.00%	540,000
	TOTAL	100.00%	10,800,000

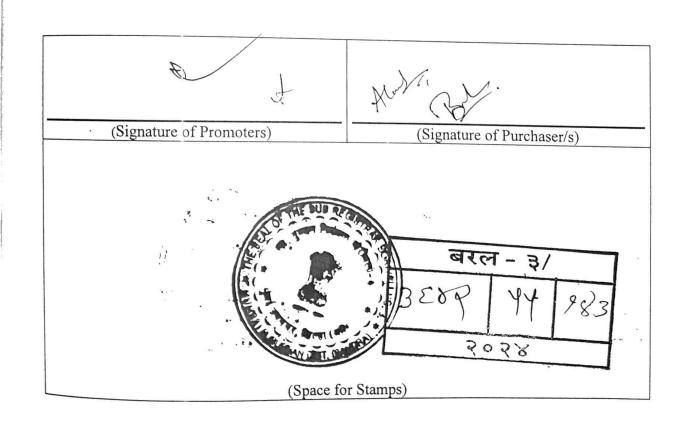


## (Annexure "10")

## List of Other Charges

-	1 Charges	
Sr. No	Particulars	
1	Legal Charges	Amount (Rs)
2	Share Money	Rs.5,000/-
3	Society Formation	Rs.600/-
4	Electrical Charges	Rs.5,000/-
5	Infra Development Charges	Rs.15,000/-
6	Mahanagar Gas Deposit	Rs.1,50,000/-
	- Managar Gas Deposit	Rs.10,000/-
7	Advance Payment of Maintainence and Outgoings payable to the Society for 18 months @ Rs.11.50/- sqft.	D 00 7404
8	Corpus @150/-sqft	Rs 90,548/-
		Rs.65,614/-





Within named "Promoters"

SHETH CREATORS AND SUNVISION PVT. LTD.
by the hands of its authorized signatory

Mr. MUKESH L SHAH



For SHETH CREATORS & SUN-VISION

MUKESH L. SHAH (CONSTITUTE ATTO

Mr. SURAJ S SHROFF

In the presence of...

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2. 2012 22 24 21/En

FOR SHETH CREATORS & SUN-VISION PVI

SURAJ S. SHROFF (CONSTITUTE ATTORNE

(Signature of Promoters)

(Signature of Purchaser/s)

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SIGNED AND DELIVERED by the Within named "Purchaser/s"

)

Mrs. Abhilekha Ashok Harale



And

Mr.Dash Bibhutibhushan





BA.

In the presence of...

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2 Zuis 22 sig



(Signature of Promoters)

WIN.

(Signature of Purchaser/s)

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