

370/10148

पावती

Original/Duplicate

Monday, July 05, 2021

नोंदणी क्र. :39म

12:46 PM

Regn.:39M

पावती क्र.: 10819

दिनांक: 05/07/2021

गावाचे नाव: हरियाली

दस्तऐवजाचा अनुक्रमांक: करल2-10148-2021

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: जितेंद्र निवृत्ती पोळ

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2000.00

पृष्ठांची संख्या: 100

एकूण:

रु. 32000.00

आपणास भूळ दस्त ,यंवेनेल प्रिंट,सूची-२ अंदाजे
1:06 PM ह्या वेळेस मिळेल.

सह दु. निबंधक कुर्ला 2

वाजार मुल्य: रु.5847221.16/-

मोवदला रु.6780000/-

भरलेले मुद्रांक शुल्क : रु. 203400/-

सह दुय्यम निबंधक (वर्ग-२)
कुर्ला क्र. २

1) देयकाचा प्रकार: DHC रक्कम: रु.2000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 0307202100618 दिनांक: 03/07/2021

बँकेचे नाव व पत्ता:

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

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH003168621202122E दिनांक: 03/07/2021

बँकेचे नाव व पत्ता:

मुद्रांक शुल्क भाफी असल्यास तपशिल :-

1) Mudrank 2020/CR136/M1(Policy) :Mumbai : Mudrank 2020/CR136/M1

(Policy) :Mumbai (01-01-2021 to 31-03-2021)

Quil

ORIGINAL REGISTERED
DOCUMENT DELIVERED
07 JUL 2021

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7/5/2021



CHALLAN
MTR Form Number-6



GRN	MH014183746202021E	BARCODE	[Barcode]		Date	27/03/2021-15:44:14	Form ID	25.2
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Stamp Duty			TAX ID / TAN (If Any)				
				PAN No.(If Applicable)				
Office Name	KRL2_JT SUB REGISTRAR KURLA NO 2			Full Name	JITENDRA NIVRUTTI POL AND OTHER			
Location	MUMBAI			Flat/Block No.	FLAT NO.E-1602,16th FLR			
Year	2020-2021 One Time			Premises/Building				
Account Head Details		Amount In Rs.		Road/Street	EASTERN GROVES E WING KANNAMWAR NAGAR			
0030045501 Sale of NonJudicial Stamp		203400.00		Area/Locality	VIKHOLOI EAST MUMBAI			
				Town/City/District				
				PIN	400 083			
				Remarks (If Any)	9098K 2 200			
				SecondPartyName=MS	L SAVLI DEVELOPERS LLP- 2029			
				Amount In	Two Lakh Three Thousand Four Hundred Rupees Only			
Total			2,03,400.00	Words				
Payment Details			IDBI BANK	FOR USE IN RECEIVING BANK				
Cheque/DD Details			Bank CIN	Ref. No.	69103332021032720370		2671285622	
Cheque/DD No.			Bank Date	RBI Date	27/03/2021-15:45:18		Not Verified with RBI	
Name of Bank			Bank-Branch		IDBI BANK			
Name of Branch			Scroll No. , Date		Not Verified with Scroll			

Department ID :

NOTE:- This challan is valid for document to be registered in Sub Registrar Office only. Not valid for unregistered document.

Mobile No. : 9820863131

सदर चलान केवल द्रव्यम नियंक्षक कार्यालयात नोंदणी करावयाच्या दस्त्यासाठी वैध आहे. नोंदणी न करावयाच्या दस्त्यासाठी सदर चलान लागू नाही.

01/16

S.J.P.



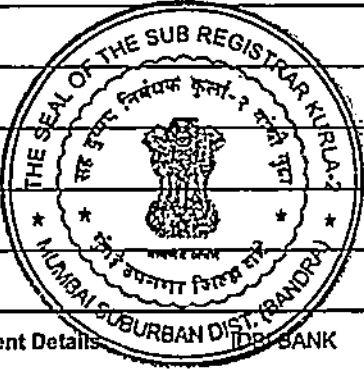
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CHALLAN
MTR Form Number-6



GRN	MH003168621202122E	BARCODE	[Barcode]		Date	03/07/2021-12:34:32	Form ID
Department	Inspector General Of Registration			Payer Details			
Registration Fee				TAX ID / TAN (If Any)			
Type of Payment	Ordinary Collections IGR			PAN No.(If Applicable)			
Office Name	KRL2_JT SUB REGISTRAR KURLA NO 2			Full Name	JITENDRA NIVRUTTI POL AND OTHER		
Location	MUMBAI			Flat/Block No.	FLAT NO.1602,16th FLR E WING		
Year	2021-2022 One Time			Premises/Building			
Account Head Details	Amount In Rs.		Road/Street		EASTERN GROVES KANNAMWAR NAGAR		
0030063301	Amount of Tax		30000.00		Area/Locality		
[Handwritten: कर २]				Town/City/District		VIKHROLI EAST MUMBAI	
[Handwritten: १०१४८ ३ १००]				PIN		4 0 0 0 8 3	
[Handwritten: २०२१]				Remarks (If Any)			
				SecondPartyName=MS VL SAVLI DEVELOPERS LLP-			
				Amount In			
				Thirty Thousand Rupees Only			
Total	30,000.00		Words				
Payment Details				FOR USE IN RECEIVING BANK			
Cheque-DD Details				Bank CIN	Ref. No.	69103332021070311498	2689407630
Cheque/DD No.				Bank Date	RBI Date	03/07/2021-12:35:18	Not Verified with RBI
Name of Bank				Bank-Branch		IDBI BANK	
Name of Branch				Scroll No. , Date		Not Verified with Scroll	



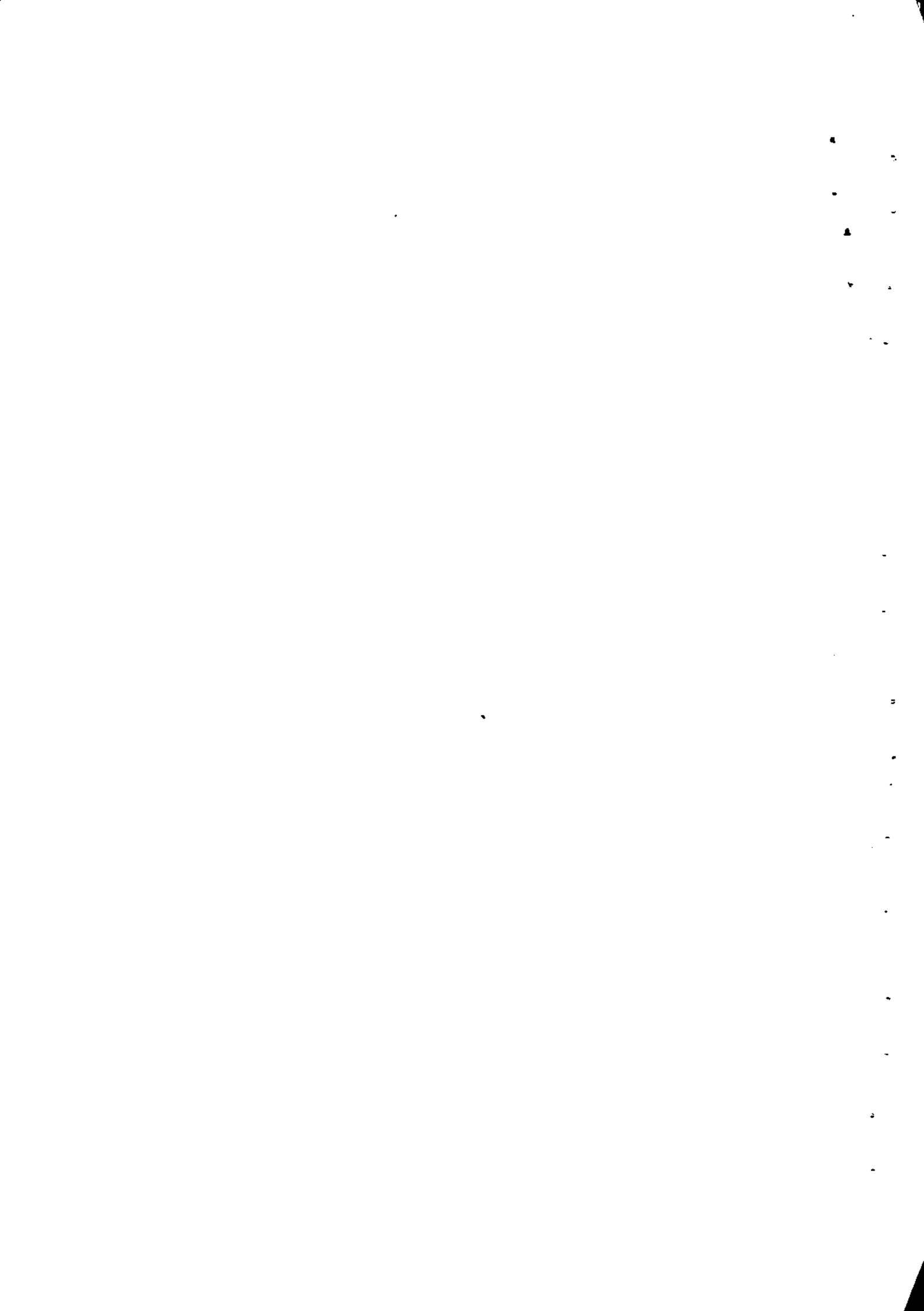
Department ID : Mobile No. : 9820863131
 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 सादर चलान केवल मुख्य निबंधक कार्यालयात नोंदणी करावयाच्या दस्त्यासाठी लागू आहे. नोंदणी न करावयाच्या दस्त्यासाठी सादर चलान लागू नाही.

सादर
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Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 0307202100618	Date 03/07/2021
Received from MS VL SAVLI DEVELOPERS LLP, Mobile number 9820863131, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered(ISARITA) in the Sub Registrar office Joint S.R. Kuria 2 of the District Mumbai Sub-urban District.	
Payment Details	
Bank Name IBKL	Date 03/07/2021
Bank CIN 10004152021070300529	REF No. 2698122068
This is computer generated receipt, hence no signature is required.	





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AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made at Mumbai this 27th day of March 2021;

BETWEEN

M/S VL SAVLI DEVELOPERS LLP, a partnership firm duly registered under the provisions of Limited Liability Partnership Act, 2008, having its registered office at Shop No. 2, C wing, Stella Residency, Kannamwar Nagar-I, Vikroli (East), Mumbai- 400083, through its partners viz 1) Dr. Ramdas Maruti Sangle, 2) Mr. Aditya Ramdas Sangle & 3) Mr. Amit Ajit Pangam hereinafter referred to as the "Developer" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its partner or partners for the time being and from time to time, the survivor or survivors of them and their respective legal representatives, executors and administrators) of the One Part;

AND

Jitendra Nivrutti Pol and Sandhya Jitendra Pol, adult, Indian Inhabitant, residing at A-203 Ganaraj CHS, PLOT No-59, Sector-8/A, Airoli, Navi Mumbai (Thane), -400708, hereinafter referred to as "the Allottee/s" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his / her / their respective heirs, executors and administrators) of the Other Part.

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



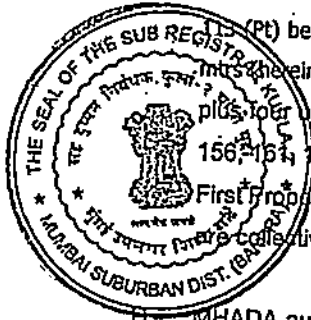
WHEREAS:

- A. The Maharashtra Housing and Area Development Authority ("MHADA") was duly constituted with effect from 5th day of December 1977, under the provisions of the Maharashtra Housing and Area Development Act, 1976 ("the MHADA Act") and in view of the provisions of the MHADA Act, the Maharashtra Housing Board stood dissolved and all the properties, rights, liabilities and obligations of the erstwhile Maharashtra Housing Board including those arising under any agreement or contract became the properties, rights, liabilities and obligations of MHADA;
- B. The Government of India had formulated a Housing Scheme for the construction and allotment of tenements on rental basis to industrial workers known as Subsidized Industrial Housing Scheme Board;

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- C. The MHADA Board had, in pursuance of the scheme, constructed four buildings i.e. (1) Building No. 156 on a piece and parcel of land situated at Survey No. 113 (Pt) bearing City Survey No 356 (Part) and admeasuring approximately 723.72 sq. mtrs of Village Hariyali, Kannamwar Nagar, Vikhroli East, Mumbai - 400083 (hereinafter referred to as "the First Land"), (2) Building No. 161 on a piece and parcel of land situated at Survey No. 113 (Pt) bearing City Survey No 356 (Part) and admeasuring approximately 973.75 sq. mtrs of Village Hariyali, Kannamwar Nagar, Vikhroli East, Mumbai - 400083 (hereinafter referred to as "the Second Land") (3) Building No. 162 on a piece and parcel of land situated at Survey No. 113 (Pt) bearing City Survey No 356 (Part) and admeasuring approximately 723.72 sq. of Village Hariyali, Kannamwar Nagar, Vikhroli East, Mumbai 400083 (hereinafter referred to as "the Third Land") (4) Building No. 163 on a piece and parcel of land situated at Survey No. 113 (Pt) bearing City Survey No 356 (Part) and admeasuring approximately 984.62 sq.mtrs of Village Hariyali, Kannamwar Nagar, Vikhroli East, Mumbai - 400083 (hereinafter referred to as "the Fourth Land"). (5) All that piece and parcel of land or ground or plot situated and lying underneath and appurtenant to Office Building Nos. 13 and 14 situated at Survey No. 113 (Pt) bearing City Survey No 356 (Part) and admeasuring approximately 552.90 sq. mtrs. (hereinafter referred to as "the Fifth Land") Each building consisting of ground plus two upper floors and each having 40 tenements therein. The Building Nos. 156, 161, 162 & 163 are collectively referred to as "Existing Buildings" and the First Property, Second Property, Third Property, Fourth Property & Fifth Property collectively referred to as "the said Land"



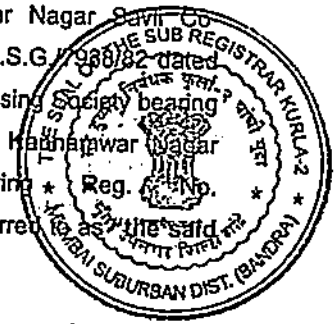
- D. MHADA authority as successor of the Maharashtra Housing Board became the owner of and/or otherwise well and sufficiently entitled to the said Land along with the Existing Buildings standing thereon.
- E. Persistent demands were made by the occupant industrial workers that the tenements constructed for them under the aforesaid Subsidized Industrial Housing Scheme by the housing authorities, be sold to them.
- F. The conference of the Housing Ministers of all the States held at Calcutta in December, 1975 had recommended to the Government of India to consider the transfer of these tenements to the occupants on ownership basis by giving them opportunity to pay for these tenements in suitable installments as it was found that it was practically impossible to dispossess superannuated arrears or workers who have crossed the prescribed income limit and consequently have become ineligible for retention of the tenements in the occupation.

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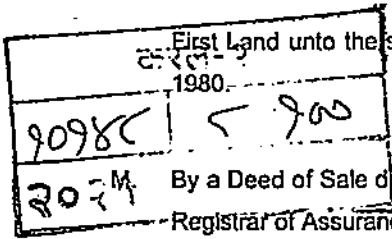
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- G. The Government of India after considering the entire problem permitted the State Government to transfer such tenements on certain conditions laid down by the Government of India in this behalf.
- H. On the basis of guidelines laid down by the Government of India, the Government of Maharashtra directed that the buildings built by the Maharashtra Housing Board and other agencies under certain schemes should be offered on "as is and where is condition" to the authorized and unauthorized occupants whose occupation is regularized on their paying the penalty amounting to 50% (fifty percent) of the cost of the tenements in lump sum for residential purpose on the basis of hire purchase after the occupants of such tenements have formed a co-operative housing society
- I. Accordingly, the allottees and/or occupants of the Existing Buildings formed themselves into four registered Co-operative Housing Societies namely (i) Kannamwar Nagar Prathamesh Co-operative Housing Society Ltd. bearing Reg No. B.O.M./H.S.G./8075/82 dated 1982; (ii) Kannamwar Nagar Savitri Co-operative Housing Society Ltd bearing Reg No. B.O.M./H.S.G./988/82 dated 1982; (iii) Kannamwar Nagar Nandanvan Co-operative Housing Society bearing Reg. No. B.O.M./H.S.G./8108/84 dated 1984 and (iv) Kannamwar Nagar Namrata Co-operative Housing Society bearing Reg. No. B.O.M./H.S.G.(O.H)/1359/84 dated 1984 (hereinafter referred to as "the said Societies").
- J. MHADA at the request of the said Societies decided to convey the Existing Buildings by way of sale and to grant the said Land underneath and appurtenant thereto by way of lease subject to the terms, conditions and covenants therein contained.
- K. By a Deed of Sale dated 21st March 2016 duly registered at the office of the Sub-Registrar of Assurances at Kuria under Serial No. KRL2/3353/2016, made and executed between MHADA and Kannamwar Nagar Prathamesh Co-operative Housing Society Ltd., MHADA transferred and conveyed unto the society all the property consisting of structure standing thereon being building no. 156 for the terms and conditions mentioned therein.
- L. Simultaneously, by an Indenture of Lease dated 21st March 2016 duly registered at the office of the Sub- Registrar off Assurances at Kuria under Serial No. KRL2/3352/2016, made and executed between MHADA and Kannamwar Nagar Prathamesh Co-operative Housing Society Ltd., MHADA demised the land being



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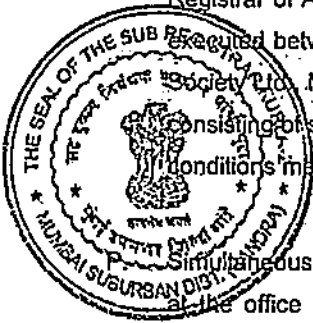


First Land unto the society for a period of 90 years commencing from 1st April 1980.

By a Deed of Sale dated 25th July 1997 duly registered at the office of the Sub-Registrar of Assurances under Serial No. PBDR/3/1061/97, made and executed between MHADA and Kannamwar Nagar Savli Co-operative Housing Society Ltd., MHADA transferred and conveyed unto the society all the property consisting of structure standing thereon being building no. 161 for the terms and conditions mentioned therein.

N. Simultaneously, by an Indenture of Lease dated 25th July 1997 duly registered at the office of the Sub- Registrar of Assurances under Serial No. PBDR/3/1063/97, made and executed between MHADA and Kannamwar Nagar Savli Co-operative Housing Society Ltd., MHADA demised the land being the Second Land unto the society for a period of 99 years commencing from the 1st day of April 1980.

O. By a Deed of Sale dated 18th June 2015 duly registered at the office of the Sub-Registrar of Assurances at Kuria under Serial No. KRL2/5976/2015, made and executed between MHADA and Kannamwar Nandanvan Co-operative Housing Society Ltd., MHADA transferred and conveyed unto the society all the property consisting of structure standing thereon being building no. 162 for the terms and conditions mentioned therein.



Simultaneously, by an Indenture of Lease dated 18th June 2015 duly registered at the office of the Sub- Registrar of Assurances at Kuria under Serial No. KRL/2/5969/2015, made and executed between MHADA and Kannamwar Nandanvan Co-operative Housing Society Ltd., MHADA demised the land being the Third Land unto the society for a period of 60 years commencing from the 1st day of April 1980.

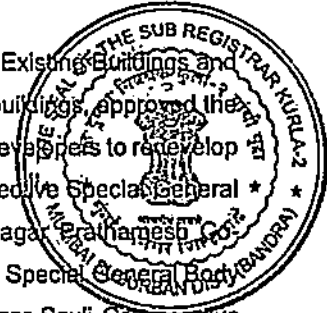
Q. By a Deed of Sale dated 15th May 1997 duly registered at the office of the Sub-Registrar of Assurances under Serial No. PBDR/3/765/97, made and executed between MHADA and Kannamwar Nagar Namrata Co-operative Housing Society Ltd., MHADA transferred and conveyed unto the society all the property consisting of structure standing thereon being building no. 163 for the terms and conditions mentioned therein.

R. Simultaneously, by an Indenture of Lease dated 15th May 1997 duly registered at the office of the Sub- Registrar of Assurances under Serial No. PBDR/3/767/97, made and executed between MHADA and Kannamwar Nagar Namrata Co-

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operative Housing Society Ltd, MHADA demised the land being the Fourth Land unto the society for a period of 99 years commencing from the 1st day of April 1980.

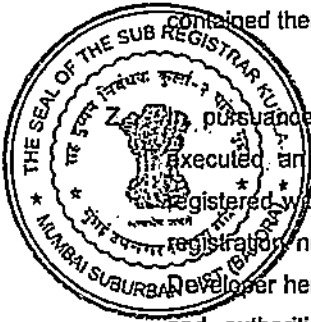
- S. In the premises aforesaid the said Societies are seized and possessed of or otherwise well and sufficiently entitled to the leasehold right, title and interest in the said Land and are the owners of the Existing Buildings standing thereon each having carpet area of 950.81 sq.mtr, 950.81 sq.mtrs, 950.81 sq.mtrs, 950.81 sq.mtrs and plinth area of 1392.09 sq.mtr, 1392.09 sq.mtrs, 1392.09 sq.mtrs, 1392.09 sq.mtrs. The said Land and the Existing Buildings are hereinafter collectively referred to as the "said Property" which is more particularly described in the First Schedule hereunder written;
- T. The condition of the Existing Buildings has deteriorated over time and requires extensive repairing. The repairing cost of the Existing Buildings shall be substantial, which the present members are not in a position to pay.
- U. The said Societies, therefore desirous of demolishing the Existing Buildings and constructing in place and instead thereof altogether new buildings, approved the proposal and appointed M/s VaibhavLaxmi Builders and Developers to redevelop the Existing Buildings by passing resolutions in their respective Special General Body Meetings. For the said purpose, 1) Kannamwar Nagar Prathamesh Co-operative Housing Society Ltd. passed a resolution in the Special General Body Meeting dated 29th November 2015, 2) Kannamwar Nagar Savli Co-operative Housing Society Ltd. passed a resolution in the Special General Body Meeting dated 15th February 2015, 3) Kannamwar Nandanvan Co-operative Housing Society Ltd. passed a resolution in the Special General Body Meeting dated 15th February 2015 & 4) Kannamwar Nagar Namrata Co-operative Housing Society Ltd. passed a resolution in the Special General Body Meeting dated 1st May 2015.
- V. Thereafter, the said Societies mutually decided to amalgamate the said Land and to merge themselves into a single Co-operative Housing Society. Thus, the said Societies made their respective applications on 28th December 2018 to the District Deputy Registrar of Co-operative Societies, MHADA.
- W. The District Deputy Registrar of Co-operative Societies, MHADA vide an order bearing reference no. DDR/SS/Mumbai/B2/Amalgamation/03/2019 dated 4th January 2019 and final amalgamation order bearing reference no. DDR/SS/Mumbai/B2/Amalgamation/648/2019 dated 4th April 2019 dissolved the existing Kannamwar Nagar Prathamesh Co-operative Housing Society Ltd, Kannamwar Nagar Nandanvan Co-operative Housing Society Ltd, Kannamwar



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२०२१	Nagar Namrata Co-operative Housing Society Ltd and merged them with Kannamwar-Nagar-Savli Co-operative Housing Society Ltd ("the Society") upon the terms and conditions as mentioned therein.	

- X. On the representation of M/s Vaibhavlaxmi Builders and Developers, it was proposed that M/s Vaibhavlaxmi Builders and Developers be allowed to delegate development rights to M/s VL Savli Developers LLP. Accordingly, the members of the said Society in the Special General Body Meeting held on 12th May 2019 passed a resolution thereby unanimously appointing and according development rights to M/s VL Savli Developers LLP.
- Y. By a Development Agreement dated 7th October 2019 duly registered with the Office of the Jt. Sub Registrar of Assurances at Kurla bearing Registration No. KRL3/12971/2019 made and executed between the Society on the One part and the Developer herein on the Other part, the said Society granted the development rights to the Developer herein at or for the terms, conditions and considerations contained therein.



- Z. In pursuance of the aforesaid Development Agreement, the Society also executed an Irrevocable Power of Attorney dated 30th October 2019 duly registered with the Office of Jt. Sub Registrar of Assurances at Kurla bearing registration no. KRL3/13988/2019 and thereby appointed the partners of the Developer herein as their true and lawful attorneys and granted various powers and authorities to do various acts, deeds and things in respect of the redevelopment of the said Property;
- AA. The members of the said Society have jointly and severally consented to the resolutions and granted the development rights to the Developer herein in respect of the proposed redevelopment of the said Property by appending their signatures on the same. All the members of the said Society have given their consent to the Developer to redevelop the said Property and have executed individual consents in regard thereto;
- BB. MHADA Board vide its letter dated 20th June, 2019 bearing reference number CO/MB/REE NOC/F-1072/921/2019 granted approval for utilization of additional BUA and balance BUA of layout under DCR33(5) dated 8th October 2013 and its modification dated 3rd July 2017. Allotment of additional buildable area of 15,011.70 m² (i.e. 14,016.87 m² for residential use + 994.83 m² for commercial use) was approved. The above allotment being on sub divided plot as per demarcation admeasuring about 3,898.36 m² (i.e. 3,405.81 m² Lease area +

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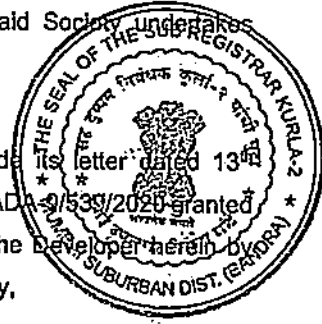
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492.55 m²Tit Bit area). Such approval was subject to payment of premium and fulfillment of the conditions as mentioned therein.

CC. MHADA Board vide its letter dated 18th December, 2019 bearing reference number CO/MB/REE NOC/F-1072/1811/2019 issued a revised offer thereby renewing the premium rates for utilization of additional BUA and balance BUA of layout already granted to the said Society vide above-mentioned letter dated 20th June, 2019 bearing reference number CO/MB/REE NOC/F-1072/921/2019. This revised offer was made in pursuance of Urban Development Department's order dated 20th August 2019.

DD. MHADA Board vide its letter dated 23rd January 2020 bearing reference number CO/MB/REE/NOC/F-1072/145/2020 addressed to the Executive Engineer, Building Permission Cell of MHADA informed that the said Society has complied with all the requisites for allotment of additional buildable area & pro-rata BUA of layout and that their office has no objection if the said Society undertakes construction as per the proposal submitted by them.

EE. MHADA/Building Permission Cell, Greater Mumbai vide its letter dated 13th October 2020 bearing reference no. EE/BP Cell/GM/MHADA-9/539/2020 granted Intimation of Approval (IOA) for zero FSI in favour of the Developer herein by virtue of being the constituted attorney of the said Society,



FF. The Building Permission Cell Greater Mumbai/MHADA vide its letter bearing Ref. No. MH/EE/(B.P)/GM/MHADA-9/539/2021 dated 18th January 2021 issued Commencement Certificate ("CC") in respect of the proposed redevelopment of the said Property which was subject to compliance as mentioned in Intimation of Approval.

GG. Vis Legis Law Practice, Advocates, vide their Title Certificate dated 26th December 2020 have certified that the title in respect of the said Property is clear and marketable;

HH. While sanctioning the plans for redevelopment of the said Property, the SPA / MHADA has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer while developing the said Property and constructing the proposed new buildings thereon and upon due observance and performance of which only the completion and occupation certificate in respect of the proposed new buildings shall be granted by the SPA/MHADA;

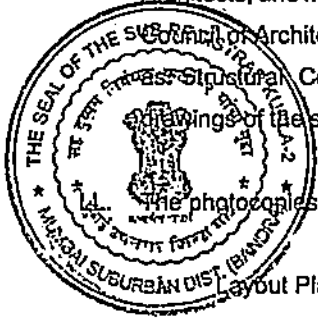
Sd/- S.J. Paul

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The Developer has the sole and exclusive right to sell the flats/ Commercial Premises/ Shops/ Offices and allot car parking spaces not reserved for the members of the Society in the proposed new buildings and also to receive the sale consideration thereof as the Developer at their absolute discretion and as they may deem fit;

JJ. The Developer has demolished the Existing Buildings standing on the said Land and is desirous of developing and constructing a cluster project known as *Eastern Groves* consisting of total 6 new Wings . Each Wing shall consist of Ground + Twenty three Floors which will also accommodate the existing 160 members of the Society (hereinafter collectively referred to as "the Buildings") being a standalone real estate project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "RERA"). The Developer has / had applied and submitted necessary documents as are required for registering the Buildings as a standalone real estate project under RERA. Accordingly, the Developer has been granted registration in respect of the Buildings by the Real Estate Regulatory Authority under RERA.

KK. The Developer has appointed the Architects, registered with the Council of Architects, and made such arrangements as per the agreement prescribed by the Council of Architects. The Developer has appointed the Ajay Mahale Associates Consultants for the preparation of the structural design and drawings of the said Buildings.



The photocopies of the following documents are annexed hereto:
 Layout Plan of the said Property marked as Annexure 'A';

- ii. Title Certificate/s marked as Annexure 'B';
- iii. Property Register Card marked as Annexure 'C';
- iv. IOA marked as Annexure 'D';
- v. CC marked as Annexure 'E';
- vi. NOC of MHADA marked as Annexure 'F';
- vii. RERA Registration Certificate marked as Annexure 'G'

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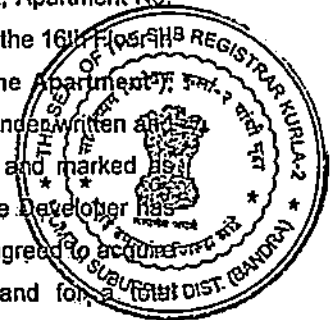
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MM. The Allottee/s has / have demanded inspection from the Developer and the Developer has given inspection to the Allottee/s of all documents of title relating to the said Property including the Title Certificate/s and also the plans, designs and specifications prepared by the Developer's Architect and/or sanctioned by Special Planning Authority(SPA)/MHADA and all other documents as specified under RERA and the rules made thereunder as amended up to date and the Allottee/s is / are fully satisfied with the title of the Society in respect of the said Property and the Developer's right to sell various premises in the Buildings to be constructed on the said Property and hereby agrees not to raise any requisitions on or objections in regard thereto.

NN. The Allottee/s, being desirous of acquiring an apartment in the Buildings to be constructed on the said Property, has / have approached the Developer and requested the Developer to allot to him / her / them / it, Apartment No. 1602 admeasuring 398 sq. ft. (carpet area as per RERA) on the 16th Floor of the E Wing of the said Buildings (hereinafter referred to as "the Apartment"; more particularly described in the Second Schedule hereunder written and marked shown in red hatched lines on the plan annexed hereto and marked Annure 'H'. Accordingly, on the request of Allottee/s, the Developer has agreed to sell to the Allottee/s and the Allottee/s has/have agreed to acquire and purchase the Apartment from the Developer, at and for a consideration of Rs.6780000/- (Rupees Sixty Seven Lac Eighty Thousand Only)(hereinafter referred to as "the Purchase Price") on the terms and conditions appearing hereinafter.



OO. Prior to the execution hereof, the Allottee/s has / have paid to the Developer a sum of Rs. 670000/- (Rupees Six Lac Seventy Thousand Only) being 9.8820058997050158% (9.8820058997050158 percent) of the Purchase Price as advance payment / deposit (the payment and receipt whereof the Developer does hereby admit and acknowledge) and the Allottee/s has / have agreed to pay the Developer the balance Purchase Price in the manner set out herein.

PP. Under Section 13 of RERA, the Developer is required to execute a written Agreement for Sale in respect of the apartment agreed to be sold to the Allottee/s and the Parties are therefore executing these presents, which shall be registered under the provisions of the Registration Act, 1908.

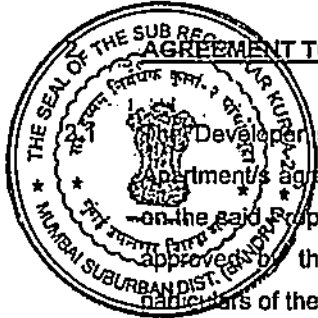
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NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. TITLE

1.1 The Allottee/s has / have demanded inspection from the Developer and the Developer has given inspection to the Allottee/s of all documents of title relating to the said Property including the Title Certificate/s and also the plans, designs and specifications prepared by the Developer's Architect and/or sanctioned by SPA/MHADA and all other documents as specified under RERA and the rules made thereunder as amended up to date and the Allottee/s is / are fully satisfied with the title of the said Society in respect of the said Property and the Developer's right to sell various apartments in the Buildings to be constructed on the said Property and hereby agrees not to raise any requisitions on or objections in regard thereto.



AGREEMENT TO PURCHASE

The Developer shall construct the Buildings (wherein comprised is/are the Apartment/s agreed to be acquired by the Allottee/s as hereinafter contained) on the said Property in accordance with the plans, designs and specifications approved by the authorities concerned from time to time. The present particulars of the Buildings e.g. number of structures, number of floors therein, the nature of the apartments comprised therein as permissible under DCR for the time being in force, have been furnished to the Allottee/s who has / have independently scrutinized and satisfied himself / herself / themselves / itself of all aspects relating thereto. Without materially and substantially, adversely or prejudicially affecting the Apartment agreed to be acquired by the Allottee/s, the Developer shall be however entitled to make any variations, alterations or amendments in the scheme of development of the said Property and/or any part/s thereof in particular the plans or specifications of the Buildings and/or the layout of the said Property in any manner whatsoever including amalgamation, sub-division, granting of any rights, privileges, benefits or easements by way of right of way and access, to draw, lay, install any connection or services, such as water, drainage, sewage, electricity, etc. for the more beneficial use and enjoyment of the said Property or any part/s thereof and/or of the plot/s contiguous or adjoining or in the vicinity of the said Property and/or the structure/s constructed or to be constructed thereon or if desired by the Developer or if required to be made for the purpose of meeting any requisition, objection or requirement of the authorities concerned. The Allottee/s shall not object to the aforesaid and hereby grant/s irrevocable consent to the same.

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Provided however that if such variations, alterations or amendments to the plans, designs and specifications adversely affect the said Apartment, then the Developer shall obtain the Allottee/s prior written consent except where such variations, alterations or amendments are required by the authorities concerned or due to change in law.

2.2 The Developer has agreed to sell and allot to the Allottee/s and the Allottee/s hereby agreed to purchase and acquire from the Developer, Apartment No. 1602 admeasuring 398 sq. ft. (carpet area as per RERA) on the 16th Floor in E Wing of the said Buildings (hereinafter referred to as "the Apartment") more particularly described in the Second Schedule hereunder written and shown in red hatched lines on the plan annexed hereto and marked as Annexure 'H' to be constructed on the said Property, more particularly described in the First Schedule hereunder written and delineated on the plan annexed hereto and marked as Annexure 'A'.

2.3 This Agreement is based on the express condition that certain other apartments comprised in the Buildings constructed or to be constructed on the said Property have or are agreed to be sold subject to the exclusive rights of the Allottee/s with regard to their respective open space / terrace / garden attached to their respective apartments and that the user of each of such apartments and the rights in relation thereto of each allottee/s shall be subject to all the rights of the other allottee/s in relation to their respective apartments. None of the allottee/s of the remaining apartments shall have any right whatsoever to use and/or occupy the open space / terrace / garden as stated aforesaid acquired by any allottee/s including the Allottee/s, as aforesaid nor they do or cause to be done anything whereby such allottee/s including the Allottee/s, if concerned, is / are prevented from using and occupying the open space / terrace / garden in the manner as aforesaid or the rights of such allottee/s including the Allottee/s, if concerned, to the same are in any manner affected or prejudiced. Correspondingly, the Allottee/s covenant that he / she / it / they shall exercise his / her / its / their rights consistently with the rights of the other allottee/s and shall not do anything whereby the allottee/s of the other apartments are prevented from using or occupying exclusively their respective apartments including the open space / terrace / garden in the manner as stated aforesaid or whereby the rights of the other allottee/s with regard to their respective apartments including the open space / terrace / garden as aforesaid are in any manner affected or prejudiced. The Allottee/s covenant that they shall not raise any objection, claim or demand against the Developer or against any other allottee/s in relation to the exclusive use by any other allottee/s of any restricted common areas and facilities, exclusively granted to such allottee/s.



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3.1 The Allottee/s agree/s to pay to the Developer the purchase price / consideration of Rs. 6780000/- (Rupees Sixty Seven Lac Eighty Thousand Only) (hereinafter referred to as "the Purchase Price") which is inclusive of the sum of Rs.80000/- (Rupees Eighty Thousand Only) payable towards the proportionate price of the common areas, facilities, legal, water charges and amenities appurtenant to the Apartment/s as provided herein subject to deduction of tax deducted at source (TDS) in accordance with the provisions of the Income Tax Act, 1961 and in the manner specified in the Third Schedule hereunder written and the same as specified shall not be changed or altered by the Allottee/s under any circumstances. The cheque / demand draft / pay order for the payment of the Purchase Price shall be drawn by the Allottee/s specifically in the name of VL SAVLI DEVELOPERS LLP and payable at Mumbai. -



OTHER CONTRIBUTIONS

The Allottee/s shall in addition to the Purchase Price, pay along with the penultimate installment of the Purchase Price, the amounts / charges as mentioned in the Fourth Schedule hereunder written and the same as specified shall not be changed or altered by the Allottee/s under any circumstances. The cheque / demand draft for the payment of such amounts shall be drawn by the Allottee/s specifically in the name of VL SAVLI DEVELOPERS LLP and payable at Mumbai.

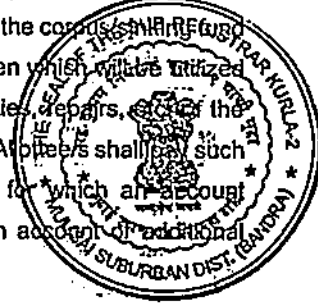
4.2 The Developer shall not be liable, responsible and/or required to render the account in respect of the amounts mentioned in the Fourth Schedule hereunder written. It is hereby clarified that these amounts do not include the dues for electricity, gas and other bills for the Apartment and the Allottee/s shall be liable to pay electricity, gas and other bills for the individual meters separately. It is further clarified that the list of charges mentioned hereinabove is only indicative and not exhaustive and the Allottee/s agree to pay to the Developer, such other charges or such other amounts under such heads as the Developer may indicate without any demur.



4.3 It is agreed that in the event of any additional amounts becoming payable in respect of the items mentioned in the Fourth Schedule hereunder written, the Allottee/s shall forthwith pay on demand to and/or deposit the additional amounts with the Developer.

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- 4.4 At the time of delivery of possession of the Apartment by the Developer to the Allottee/s, the Allottee/s shall also pay to the Developer lump sum charges for maintenance of common areas and facilities excluding the electricity and water charges for common areas in the Buildings for a period of 18 months as mentioned in the Fourth Schedule hereunder written. The Developer shall use and utilize the aforesaid amount towards maintenance of common areas and facilities of the Buildings till the end of 18 months from possession being handed over (which date means the date on which Developer shall give notice to the Allottee/s that the possession of the Apartment/s is ready to be handed over to him / her / It / them). In the event the expenses increase, the Allottee/s shall pay such additional amounts as demanded by the Developer for which an account statement will be submitted. The increase may be on account of additional services provided or on account of inflation.
- 4.5 At the time of delivery of possession of the Apartment by the Developer to the Allottee/s, the Allottee/s shall also pay to the Developer the corpus fund as mentioned in the Fourth Schedule hereunder written which will be utilized for meeting the expenses of common areas and facilities, repairs, etc. of the said Buildings. In the event the expenses increase, the Allottee/s shall pay such additional amounts as demanded by the Developer for which an account statement will be submitted. The Increase may be on account of additional services provided or on account of inflation.
- 4.6 The maintenance deposit and corpus fund so collected shall be invested by the Developer, at its sole discretion, in any reputed Bank or prescribed security or other secured investments as the Developer may deem fit yielding optimum return by way of interest / dividend. The income accruing from the deposit after making provision of sinking fund and repair fund shall be earmarked and utilized for defraying the expenses relating to operation, maintenance, repairs and renovations, reinstatement of general amenities and all outgoings to be payable in respect thereof payable by the allottee/s in so far as the same shall extend and the balance will be collected on pro-rata basis (area of apartments) from the apartment holders on a recurring periodic basis, be it quarterly / half yearly basis.
- 4.7 The maintenance deposit and corpus fund to be constituted as above or the balance thereof after incurring expenses as above, will be transferred to and be held by the Society in such proportion as the Developer deems fit, so that ultimately the management of these funds and the disbursements to be made therefrom and/or the investment thereof will be controlled by the members of the Society after development thereof is fully completed by the Developer.

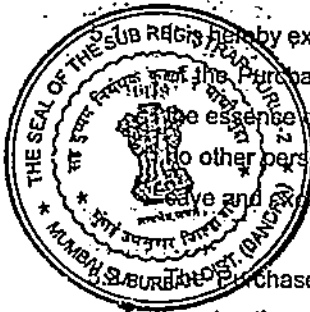




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The Allottee/s shall also pay the deposits and/or other charges or levies/consultancy and all/any other charges required to be incurred for procurement of electrical service connection from Maharashtra State Electricity Development Corporation Limited ("MSEDCL") and water and sewage connection from SPA/MHADA, charges paid to the SPA/MHADA as required by the Developer together with any other charges/additional charges payable to the SPA/MHADA or other concerned Government/Municipal and/or Statutory Authority and taxes/levies/cess by whatever name called payable to Central/State Government/Municipal Authority/Statutory Authority or any Public Authority, development/betterment/infrastructure charges or other levies in regard to the construction of the Buildings and for development of the said Property and proportionate cost of transformers, L.T. lines and other equipment/accessories required to be installed by MSEDCL, SPA/MHADA, Maharashtra State Pollution Control Board ("MSPCB") or any other authorities concerned.

5. TIMELY PAYMENT



by expressly agreed that the timely payment of each of the installments of the Purchase Price and other contributions / monies payable hereunder is the essence of contract and the same shall be paid by the Allottee/s alone and no other person / party shall be entertained by the Developer for this purpose save and except as provided under Clause 5.8 hereinbelow.

Purchase Price shall be paid by the Allottee/s in accordance with the construction milestones of the Buildings and in the manner specified in the Third Schedule hereunder written. Upon completion of each construction milestone which is linked to an installment payable by the Allottee/s, the Developer shall intimate in writing to the Allottee/s to make payment of such installment/s. The Allottee/s shall make payment of such installment/s to the Developer within 7 (seven) days of written intimation.

5.3 Without prejudice to the Developer's other rights under this Agreement and/or in law, the Allottee/s agrees to pay to the Developer interest at the rate specified under RERA and the rules made thereunder as amended from time to time on all the amounts which become due and payable by the Allottee/s to the Developer under this Agreement from the date such amount/s are payable by the Allottee/s to the Developer until the date such outstanding amount is received by the Developer.

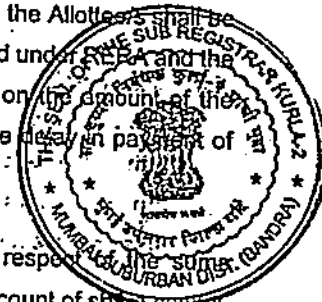
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- 5.4 The Developer, after deducting from the various amounts paid by the Allottee/s to the Developer as deposits and expenses due to the Developer as deposits and expenses due aforesaid and the costs, charges and expenses referred to hereinafter in the proportion decided by the Developer, shall transfer the balance, to the Society. The accounts, in this behalf, shall be rendered by the Developer to the Society and not the Allottee/s in his / her / its / their individual capacity. The Allottee/s shall on demand pay to the Developer such further amount/s by way of deposit, etc. for such expenses, if required.
- 5.5 All payments hereunder shall be made by cheque drawn on banks in Mumbai or demand draft payable at Mumbai or by means of real time gross settlement / national electronic funds transfer and not otherwise. The timely payment of each of the installment/s of consideration and other amount/s as aforesaid shall be the essence of the contract. If the Allottee/s make default in payment of any of the installments / dues on their respective due dates as aforesaid and without prejudice to the rights of the Developer to treat such default as a breach of this Agreement and to cancel and terminate this Agreement, the Allottee/s shall be liable to pay to the Developer interest at the rate specified under FEMA and the rules made thereunder as amended from time to time on the amount of the installment/s and/or due/s in arrears for the period of the delay in payment of such installment/s and/or due/s.
- 5.6 The Developer shall maintain a separate account in respect of the sums received from the Allottee/s as advance or deposit on account of share appraisal, formation charges, towards the outgoings or legal charges, etc. and shall utilize the amounts only for the purpose/s for which they have been received, except in case of default of the Allottee/s in which event the Developer will be at liberty to appropriate / adjust moneys held on one account with money due on other account/s.
- 5.7 The Developer is desirous that the Buildings should adhere to the highest industry standards as regards housekeeping and maintenance of the common areas and facilities and thus the Developer has decided to entrust the housekeeping and maintenance of the common areas and facilities of the said Buildings to 'M/s VL Savli Developers LLP' or any of its subsidiary or sister concern or any other entity / person designated by the Developer, on such terms and subject to such conditions as is reasonable in a contract of such nature. The Allottee/s hereby accord his / her / their / its consent to the appointment of 'M/s VL Savli Developers LLP' or any of its subsidiary or sister concern/ any other entity / person as facility manager for rendering housekeeping and maintenance services of the common areas and facilities of the Buildings up to such time that the Buildings are completed in entirety. The services to be



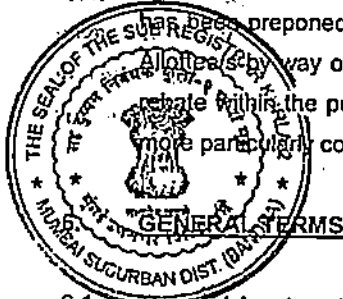
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provided by 'M/s VL Savli Developers LLP' or any of its subsidiary or sister concern / any other entity / person shall be limited to housekeeping and maintenance of common areas, elevators, pump rooms, sewage treatment plant, internal roads, etc. The maintenance charges of the Apartment or any revised amount, collected hereinabove by the Developer shall be payable to the Developer or any other entity / person designated by the Developer.

5.8 In case of the Allottee/s availing any loan / finance from any bank/s or financial institution/s by mortgaging the Apartment for the purpose of making payment of the Purchase Price, the Allottee/s undertake to direct such bank/s or financial institution/s to pay all such amounts towards the Purchase Price on their respective due dates as mentioned herein and the Allottee/s shall ensure that such bank/s or financial institution/s disburse all such amounts through a cheque / demand draft / pay order drawn specifically in the name of 'VL SAVLI DEVELOPERS LLP' and payable at Mumbai.

5.9 The Developer may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee/s by discounting such early payments at the rate of 6% per annum for the period by which the respective installment has been preponed and the same shall be intimated by the Developer to the Allottee/s by way of a notice in writing calling upon the Allottee/s to avail the rebate within the period specified in such notice on the terms and conditions more particularly contained therein.



6.1 The said Apartment is agreed to be sold subject to the following:

- a) That the name of the Buildings shall always be collectively known as 'Eastern Groves' and this name shall not be changed without the written permission of the Developer;
- b) The Developer shall have the exclusive right to control advertising, signage, etc. within the Buildings till such time the Buildings are transferred / conveyed to the said Society;
- c) The Allottee/s shall be bound to comply with the rules, regulations in respect of the Buildings including but not limited to bye-laws of the said Society;
- d) Any scheme or resolution or plan affecting the said Property or any part or part thereof made or to be made by any authority concerned including

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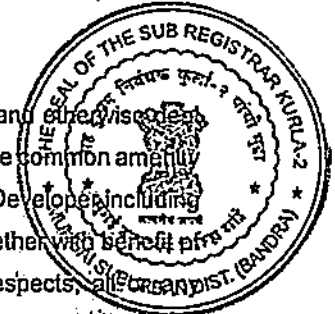
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the terms, covenants, stipulations and conditions contained in the hereinbefore recited Agreement/s;

- e) Its present user is residential and other permissible users;
- f) The Allottee/s declare/s and warrant/s that his / her / their / its interest and concern shall be confined to the Apartment and no other or further and notwithstanding anything contained herein or otherwise, the Developer shall be at full and absolute liberty to revise alter or otherwise deal with the remainder of said Property or any part thereof in such manner as the Developer deems fit and exigent and the Allottee/s shall not directly or remotely interfere or create hindrance in the operations of the Developer. This is one of the important terms of the Agreement and any breach thereof by the Allottee/s shall tantamount to ipso facto termination hereof;
- g) The Developer shall be exclusively entitled to hold and exercise, together with, in all respects, for its own benefit and account the common amenity area / open space in such a manner desired by the Developer including construction of residential and other apartments together with benefit of use and employment of and dealing with in all respects, all common areas facilities and amenities including common amenity area / open space of the Buildings;
- h) It is expressly agreed by the Allottee/s that should the Developer desire to amalgamate or merge any particular apartments with other apartments (adjoining / above / below) into one and/or bifurcate any such apartments into more than one unit, then the Developer shall be at liberty to do and/or caused to be done all such acts, matters and things to effectuate such amalgamation / merger / bifurcation and as a consequence of such amalgamation, etc. any alterations, changes, additions, etc. takes place in the layout of such concerned apartments including the inclusion, etc. of the semi exclusive passage/s and/or other area/s into such concerned apartments amalgamated, etc. as above, the Developer will be at liberty to do so, subject to obtaining all necessary permissions from the concerned authorities and the Allottee/s unconditionally agree/s and undertake/s not to raise any, objection, hindrance in this behalf and/or all matters of and incidental thereto and hereby grant/s irrevocable consent for the same provided nothing done by the concerned person/s shall directly affect or prejudice the apartments herein agreed to be acquired by the Allottee/s;

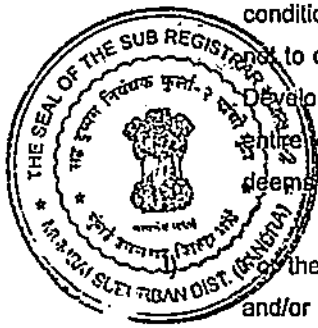


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Any relevant and necessary covenants as may be stipulated by the Developer for the more beneficial and optimum use and enjoyment of the said Property together with the structure/s thereon in general and for the benefit of any class of holders of any apartments, as the case may be, or any part thereof;

j) All rights of water, water drainage, water course, light and other easements and quasi or reputed easements and rights of adjoining owner/s (if any) affecting the same and to any liability to repair or contribute to the repair of roads, ways, passages, sewers, drains, gutters, fences and other like matters. The Developer shall not be required to show the creation of or define or apportion any burden;

k) It is further expressly agreed between the Parties that the Developer shall have the irrevocable right to construct and complete the Buildings within the time frame and in the manner provided herein. The Allottee/s hereby give their irrevocable consent and no objection to the Developer to carry on and complete the construction of the Buildings, sell the apartments contained therein for the consideration and on the terms and conditions as the Developer deems fit and proper. The Allottee/s agree not to create any obstruction or raise any objection whatsoever to the Developer completing the construction of the Buildings and using the entire developable capacity of the said Property as the Developer deems fit and proper;




for the aforesaid purpose and all purposes of and incidental thereto and/or for the more beneficial and optimum, use and enjoyment of the remaining portions of the said Property and/or any part thereof by the Developer, the Developer shall be entitled to grant, over, upon or in respect of any portion/s of the said Property all such rights, benefits, privileges, easements, etc. including right of way, right to draw from or connect to all drains, sewers, water, electricity, telephone connections and/or installations and other services in the said Property and/or any other land/s contiguous / adjoining the said Property and/or any part thereof, right of use and enjoyment of all amenities and facilities provided and/or agreed to be provided in the said Property and/or any other land/s contiguous / adjoining the said Property and/or any part thereof for the more beneficial and optimum use and enjoyment of the same in such manner as may be desired by the Developer. It is agreed that for convenience (administrative or otherwise), the Developer shall be at liberty in its sole discretion to do the following acts:

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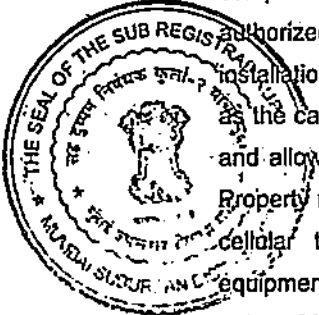
- i) It is made expressly clear that the ultimate conveyance deed/s in respect of the Buildings shall contain such provisions which shall be accordingly framed and the rights and obligations thereof shall run with the said Property and shall be binding upon all the persons who are the holders of their respective apartments comprised in the said Property as the Developer may reasonably require for giving effect to and/or enforcing the restrictions, covenants and stipulations;
- ii) To sign and execute such documents, writings, etc. as may be required by the Society to enable the Society to accept and recognize the Allottee/s as a member of the Society. If any admission fee and/or any other charges are required to be paid to the Society, the same is to be paid by the Allottee/s alone. All costs, charges and expenses incurred in relation to costs of preparing, engrossing, stamping and registering all deeds, documents required to be executed by the Developer and by the Allottee/s ie registration charges, etc. payable in respect of such documents, as well as the entire professional fees of the attorneys of the Developer for preparing and approving all such documents shall be borne and paid proportionately by all the holders of the apartments, etc. in the said Buildings including the Allottee/s. The Developer shall not be liable to contribute anything towards such expenses.
- m) The Developer shall ensure that the Society admits the Allottee/s as members of the Society upon receiving the share money, application and entrance fees, etc. or such other charges and fees as may be specified in the bye-laws of the Society.
- n) The Allottee/s and the person to whom the Apartment is permitted to be transferred shall, from time to time, sign all applications, papers and documents and do all acts, deeds, and things as the Developer or the Society may require for safeguarding the interest of the Developer and/or the Allottee/s and other apartment holders in the Buildings;
- o) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the Apartment or of the said Property and the Buildings or any part thereof. The Allottee/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to the Allottee/s;

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p) The Allottee/s shall permit the Developer and their surveyors and agents with or without workmen and others at reasonable times to enter into and upon the Apartment or any part thereof for the purpose of making, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wires, party walls, structure or other conveniences belonging to or serving or used for the Buildings and also for the purpose of laying down, maintaining, repairing and also for purpose of cutting of essential services including water supply to or any of the apartments of the Buildings in respect whereof, the Allottee/s of such other apartments, as the case may be, shall have made default in paying his share of taxes, maintenance charges, etc.;

q) It is expressly agreed that the Developer shall have an irrevocable and perpetual right and be entitled to put a hoarding on the said Property or any part of the Buildings including the terrace and/or on the parapet wall and/or on the said Property and such hoardings may be illuminated or comprising of neon sign and for that purpose, the Developer is fully authorized to allow temporary or permanent construction or erection for installation either on the exterior of the Buildings or on the said Property the case may be and further the Developer shall be entitled to use and allow third parties to use any part of the Buildings and the said Property for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment and all other equipments, etc. The Allottee/s hereby agree not to object or dispute the same. It is further expressly agreed that the Developer shall have an irrevocable and perpetual right and be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof and the Allottee/s and/or the Society shall not have any right or be entitled to any of the rents, profits and other compensation including any increase thereof or any part thereof. All the rents, profits and other compensation including any increase thereof shall solely and absolutely belong to the Developer;



r) It is clarified that the Developer shall never be liable or required to pay any transfer fees / charges and/or any amount, maintenance, compensation whatsoever to the Society for the sale or transfer of the unsold apartments in the Buildings or the said Property even after the transfer / conveyance with respect to the Buildings is executed in favour of the Society.

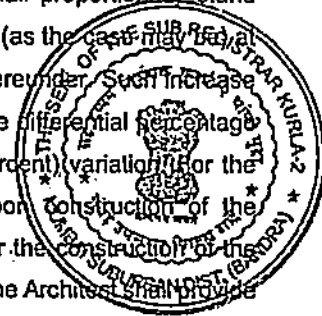
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7. CONSTRUCTION, DESIGN AND SPECIFICATIONS

- 7.1 It is agreed that the said Apartment shall be of R.C.C, structure with normal brick with cement plaster only.
- 7.2 The Developer shall confirm the final carpet area of the Apartment to the Allottee/s after the construction of the Buildings is completed and the occupation certificate / completion certificate has been granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total Purchase Price payable for the Apartment shall be recalculated upon confirmation by the Developer. If the actual carpet area of the Apartment increases or decreases more than 3% (three percent) on account of structural design and construction variances, the Purchase Price in respect thereof shall proportionally stand increased or reduced, which shall be adjusted or paid (as the case may be) at the time of payment of the last installment payable hereunder. Such increase or reduction in Purchase Price will be in respect of the differential percentage only i.e. the difference above or below 3% (three percent) variation for the purpose of determination of actual carpet area upon construction of the Apartment, the decision of the Architect appointed for the construction of the Buildings shall be final and binding upon the Parties. The Architect shall provide a certificate in writing determining the actual area of the Apartment. The Allottee/s hereby agrees to and accepts any increase or decrease in the carpet area of the Apartment due to change in any law, rules, regulations, notifications, etc. issued by the Central Government, State Government and/or competent authorities and bodies from time to time.
- 7.3 The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authorities at the time of sanctioning the plans and approvals or thereafter and shall, before handing over possession of the Apartment to the Allottee/s, obtain from the concerned local authorities occupation certificate / completion certificate in respect of the Apartment.
- 7.4 The common areas and facilities in the Buildings are specified in the Fifth Schedule hereunder written. The Allottee/s hereby agree, declare and confirm that save and except the said specifications, fixtures, fittings and amenities, the Developer shall not be liable, required and/or obligated to provide any other specifications, fixtures, fittings and amenities in the Buildings / said Property. Further, though the Developer has proposed to provide certain facilities as mentioned in the sanctioned plans, the Developer has the right to add, alter,



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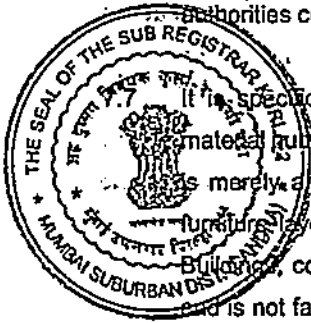
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amend or delete any or all of the above facilities without being liable to the Allottee/s in any manner whatsoever.

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It is expressly agreed that the Apartment contain specifications, fixtures, fittings and amenities as set out in the Sixth Schedule hereunder written and the Allottee/s confirm that the Developer shall not be liable to provide any other specifications, fixtures, fittings and amenities in the said Apartment.

- 7.6 The Allottee/s is / are aware that the perspectives / elevation plans shown on the sanctioned plans and/or in the brochures are tentative and are likely to undergo change/s in course of construction which the Developer at its sole discretion may think fit and proper or as may be required by the concerned authorities to be made in them or any of them. The Allottee/s shall have no objection / complaints of whatsoever on that account and hereby give his / her / their / its irrevocable consent for such changes. Provided however that if such changes adversely affect the Apartment, then the Developer shall obtain the Allottee/s prior written consent except where such changes are required by the authorities concerned or due to change in law.



It is specifically understood that the brochures, advertising and marketing material published by the Developer from time to time in respect of the Buildings is merely an advertisement material and contains various features such as furniture layout in a tenement, vegetation and plantation shown around the Buildings, colour schemes, vehicles, etc. to increase the aesthetic value only and is not factual. The brochure / master plan is the tentative projection of the whole plan of the said Property. There may / will be variations depending on the practical and technical problems or if so desired by the Developer and therefore the said Property shall not / may not be the same as in the brochure / master plan. The Developer shall not be liable for such variations nor will the Allottee/s question the Developer regarding the same in any manner.

- 7.8 The sample apartment, if any, constructed by the Developer and all furniture, items, electronic goods, amenities, etc. provided therein are only for the purposes of show casing the apartments and the Developer is not liable, required and/or obligated to provide any furniture, items, electronic goods, amenities, etc. as displayed in the sample apartment, other than as expressly agreed by the Developer under this Agreement.
- 7.9 The Parties agree that the Developer shall be entitled to make such changes, additions, alterations, variations and modifications in the plan and specifications as the Developer may deem fit and proper or as may be required by the concerned authorities as long as the same does not adversely affect the

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Apartment. The Allottee/s hereby irrevocably agree and give their / her / their / its irrevocable consent to the Developer for carrying out amendments, alterations, modifications and/or variations in respect of the Buildings and/or the said Property, without materially affecting the area of the said Apartment. Provided however that if such variations, alterations or amendments to the plans, designs and specifications adversely affect the Apartment, then the Developer shall obtain the Allottee/s prior written consent except where such variations, alterations or amendments are required by the authorities concerned or due to change in law.

7.10 The Parties agree that the Developer shall be entitled to develop the said Property in phase-wise manner and/or sector-wise manner as the Developer may desire. The Developer is retaining unto itself full rights for the purpose of providing ingress or egress to the Allottee/s from the said Property in the manner deemed fit by the Developer and the Allottee/s unequivocally and irrevocably agree not to raise any objection or dispute regards the same now or any time in the future and the Allottee/s acknowledge that hardship may be caused during such time and undertakes expressly never to object to the same.

7.11 Notwithstanding anything to the contrary or otherwise contained therein pursuant to the rights of exploitation of the potential (now or future) of the said Property reserved unto the Developer, the Developer shall, at all times hereafter including before transfer / conveyance of the Buildings in favour of the said Society, have unfettered and unrestricted right to avail the FSI as may be permissible and in the manner and ratio as the Developer deem fit and in particular:

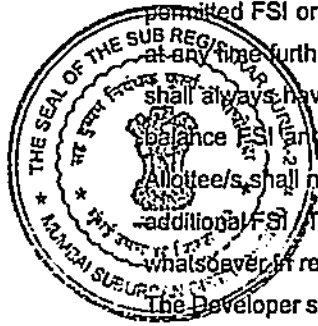
- i) To utilize such FSI now or hereafter available and relating to the said Property or any part thereof in any manner whatsoever in its entire discretion either on the said Property or any part thereof and/or in any other portion/s of any other contiguous or adjoining lands;
- ii) To utilize such FSI now or hereafter available by way of transfer of development rights, if permitted by the authorities in any other land/s wherever permissible;
- iii) To utilize FSI now or hereafter available as may be permitted in respect of variation or reduction of open spaces, etc. of the said Property in the structure/s to be constructed on the said Property and/or any part thereof;

- iv) To utilize such FSI as the Developer may obtain or acquire by way of transfer of development rights from or in respect of any other land or property or structure/s by construction of additional floors on the structure/s to be constructed on the said Property;

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In any of the aforesaid cases, the Developer shall furnish to the Society all detailed particulars in respect of such utilization of (on completion of the development of the said Property) the FSI by the Developer. The FSI (residual, additional, transferred or otherwise) in respect of the said Property not consumed will be available to the Developer before and even after the transfer /conveyance of the Buildings in favour of the said Society as herein contained.

- 7.12 It is hereby agreed between the Parties that balance FSI / TDR if any in respect of the said Property belongs to the Developer alone and that the Allottee/s as also other allottee/s of various apartments in the Buildings shall not have any right, title and interest therein. It is agreed by and between the Parties that if the permitted FSI or density is not consumed in the Buildings being put up and/or at any time further construction on the said Property is allowed, the Developer shall always have the right to put additional construction and/or consume the balance FSI and/or additional FSI of any other property whatsoever and the Allottee/s shall not be entitled to claim any share, right, title or interest in such additional FSI / TDR as aforesaid nor shall they be entitled to raise any objection whatsoever in respect of its use by the Developer in any manner they choose. The Developer shall be entitled to float the FSI / TDR of the said Property in the present scheme to any other property and vice versa if so permitted by the concerned authority.



- 7.13 The Developer shall at all times before the transfer / conveyance and vesting of the Buildings with the said Society have the absolute right to make or cause to be made additions, alterations, raise additional floors or structure/s at any time or construct new structures on the said Property as may be permitted by the concerned authorities and such additions, alterations and/or additional floors or structures shall be the sole and exclusive property of the Developer who shall be entitled to deal with or dispose of the same in any way it chooses and the Allottee/s hereby consent/s to the same.

- 7.14 The Developer shall be entitled to utilize and/or take connections from all water pipe lines, storage tanks, sewages, drainage pipe lines, electric cables, electric lines and other conveniences and amenities of the structure/s now being or to be constructed for providing all such facilities conveniences and amenities to the additional floors or structures which may be constructed by the Developer

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on the Buildings or to the new structure/s and the Allottee/s hereby consent/s to the same.

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7.15 It is an express condition of this Agreement that all such agreements entered into by the Developer with any person/s in respect of any apartments comprised in the said Property and/or the structure/s thereon shall be binding on the Allottee/s and all other allottee/s of the other apartments in the Buildings and that the Allottee/s shall not be entitled to raise any objection or do anything which would result in a breach of terms and conditions of the Agreement/s which are or may be entered into by the Developer with other person/s with regard to such apartments as aforesaid and the Allottee/s hereby undertake/s and give/s his / her / its / their consent to the Developer to do and execute all such acts, deeds, matters and things from time to time as may be required to be done and executed by the Allottee/s as the Allottee of the Apartment or as constituent/s of the Society as may be required from time to time to enable the Developer to carry out its part of such agreement/s as aforesaid.



7.16 The Developer shall construct the sliding gate compound wall separating the boundaries of the said Land with the boundaries of Building Nos. 157 and 180.

7.17 The Developer shall construct the Buildings with deficiency in open space and for the said purpose the Developer has received the necessary permission/ approval from the concerned authority under Municipal Corporation of Greater Mumbai.

7.18 As per the offer letter dated 10th December 2020, MHADA has allotted the land appurtenant to Office Building Nos. 13 & 14 on sharing basis. In lieu of the same, the Developer has reserved 1,242 sq.mtrs for MHADA in the said Buildings.

8. TAXES AND OUTGOINGS

8.1 The Purchase Price is exclusive of all taxes, levies, duties, cess, etc. In addition to the Purchase Price, the Allottee/s shall pay all other amounts mentioned herein as well as all the statutory taxes including Service Tax and/or Goods and Services Tax (GST) and/or Value Added Tax (VAT), levies, duties, cess, etc. (whether applicable / payable now or becomes applicable / payable in future), whether on Purchase Price or on other amounts payable under this Agreement, shall be borne and paid by the Allottee/s alone and the Developer shall never

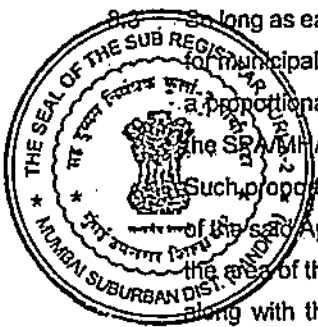
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be liable, responsible and/or required to bear and/or pay the same or any part thereof.

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As long as there is a statutory obligation on the Allottee/s, it shall deduct TDS in respect of each payment towards Purchase Price and simultaneously pay the same to the competent authorities and immediately provide proof of payment to the Developer. The Allottee/s shall deliver promptly to the Developer and without default, the necessary TDS certificates for each payment made by the Allottee/s enabling the Developer to claim credit for the same. In the event of any default by the Allottee/s in complying with the obligations above referred, the Developer shall have a first and exclusive charge on the Apartment to the extent of the TDS amount that remains unpaid to the competent authorities and shall be entitled to recover the same from the Allottee/s. The Allottee/s hereby indemnify the Developer from and against any losses, damages, demands, actions, disputes, claims, costs, charges and expenses of any nature whatsoever suffered or sustained by them against any claim or demand made directly or indirectly in respect of non-payment or insufficient payment of TDS to the competent authorities.



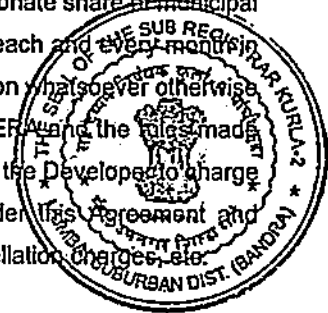
As long as each apartment/s in the Buildings are not being separately assessed for municipal taxes and water charges, the Allottee/s shall pay to the Developer a proportionate share of the municipal taxes and water charges assessed by the SRA/UDA on the Buildings and the common areas and the said Property. Such proportion shall be determined by the Developer on the basis of the area of the said Apartment, however for the purpose of determining such proportion, the area of the unsold apartments will not be taken into account. The Allottee/s along with the other allottee/s will not require the Developer to contribute a proportionate share of the maintenance charges, municipal taxes, water charges and all other rent, rates and taxes in respect of the said Apartment and other apartments which are not sold or disposed of by the Developer even after the Buildings have been transferred / conveyed in favour of the said Society. In other words, any liability towards taxes or other outgoings, etc. In respect of the unsold apartments, shall be borne and paid by the allottee/s including the Allottee/s herein from the date the Allottee/s are intimated to occupy the said Apartment.

8.4 Subject to what is stated hereinabove, commencing a week after notice in writing is given by the Developer to the Allottee/s that the Apartment is ready for use, the Allottee/s shall be liable to bear and pay the proportionate share of outgoings in respect of the said Property and the Buildings including local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, lifts, repairs, salaries of

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clerks, bill collectors, watchmen, sweepers and also other expenses necessary and incidental to the management and maintenance of the said Property and the Buildings. For payment of the aforesaid, the Developer shall first utilize from the amounts mentioned in the Fourth Schedule hereunder written. It is agreed that if the Developer so require, the Allottee/s shall make such additional payment towards the outgoings on a continuous basis, beginning from the time the notice in writing is given by the Developer to the Allottee/s till the transfer / conveyance of the Buildings to the said Society. Amounts paid by the Allottee/s to the Developer on account of outgoings and municipal taxes shall not carry any interest and the Developer shall be entitled to spend such amount for the purposes for which the same are collected and the unspent balance shall remain with the Developer until the transfer / conveyance of the said Apartment is executed in favour of the Society as aforesaid. Subject to provisions of RERA, on such transfer / conveyance being executed, the aforesaid amounts so collected (less deductions provided for this Agreement) shall be paid over by the Developer to the Society. After the utilization of the amounts so collected under the Fourth Schedule hereunder written, the Allottee/s undertakes to pay such provisional monthly contribution towards proportionate share of municipal taxes and outgoings regularly by the 5th (fifth) day of each and every month in advance and shall not withhold the same for any reason whatsoever otherwise interest will be charged at the rate specified under RERA and the rules made thereunder as amended from time to time. The right of the Developer to charge interest is without prejudice to any other rights under this Agreement and including right to terminate this Agreement, levy cancellation charges, etc.



9. COMPLETION AND POSSESSION

- 9.1 The Developer is constructing the project in a Phase-Wise manner and Upon completion of the Buildings being constructed on the said Property and upon receipt of part or full occupation certificate as the case may be, from the concerned authority, the Developer shall hand over the possession of the Apartment to the Allottee/s for his / her / their / its use and enjoyment along with deficient parking. The Developer shall endeavor to complete the construction of the Apartment by December 2025 (hereinafter referred to as the "Completion Date") and if the construction of the Apartment is not completed by the Completion Date, then the Developer shall be entitled to complete the construction of the Apartment within further period of 12 (twelve) months after the Completion Date, provided always that the Developer shall be entitled to further extension of time for completion of the Building, if the completion of the Building is delayed on account of:

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- a) non-availability of steel, cement, other building material, water or electric supply;
- b) war, civil commotion or act of God;
- c) any notice, order, rule, regulation, notification or directive of the Government, and/or any local or public or private body or authority and/or any other competent authority or any Court or Tribunal or any quasi-judicial body or authority;
- d) economic downturn;
- e) any other eventuality which is beyond the control of the Developer including precarious financial condition of the Developer and/or economic downswing in real estate or any other industry;
- f) any legislation, order or rule or regulation made or issued by the Government or any other authority or if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals / permissions / sanctions / certificates, etc. for the Building;
- g) any change in applicable laws adversely affecting the development of the said Property;
- h) hazardous, dangerous, perilous, unsafe chemical substance, material or property, which is found on the said Property which renders liable or endangers the health and safety of either Party or the general public;
- i) any force majeure circumstances or conditions or other causes beyond the control of or unforeseen by the Developer or its agents including, pandemics, epidemics, quarantine/lockdown measures by Government, strikes or agitation by the workers or labourers of the Developer or the contractor or suppliers.



Provided however that in case of delay past the Completion Date and 12 (twelve) months extension thereafter, due to the aforesaid events and which are beyond the control of the Developer, the Developer shall be liable, on demand, to refund to the Allottee/s all the amounts already received by them in respect of the Apartment.

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9.2 The Allottee/s shall make payment of all the ~~installments~~ mentioned hereinabove along with all the other amounts mentioned herein including amounts mentioned in the Third Schedule hereunder written. The Allottee/s shall take possession of the Apartment within 15 (fifteen) days of the Developer giving written notice to the Allottee/s intimating that the Apartment is ready for use and occupation. In the event the Allottee/s fail and/or neglect to take possession within the specified period, it shall be deemed that the Allottee/s have taken possession from the date of such intimation and that date shall be deemed to be the "Date of Possession" and all obligations of the Allottee/s related to taking possession of the Apartment shall be deemed to be effective from the Date of Possession. The Allottee/s hereby agree and undertake that the Allottee/s shall not be entitled to claim any compensation and/or termination of this Agreement once possession of the Apartment has been offered by the Developer. Such written notice for handing over possession shall be given by the Developer to the Allottee/s within 3 (three) months after receipt of occupation certificate / completion certificate provided SPA/MHADA has given the water connection and the electricity company has given the connectivity of electricity.

9.3 If within a period of 5 (five) years from the date of handing over possession of the Apartment to the Allottee/s, the Allottee/s brings to the notice of the Developer any structural defect in the Apartment or the Buildings or any defects on account of workmanship, quality or provision of service, then, wherever possible, such defects shall be rectified by the Developer at its own cost. It is however expressly agreed that due to any changes made by the Allottee/s in the Apartment and/or the Buildings or by others occupying the Buildings, then the Developer shall not be liable for such repairs.

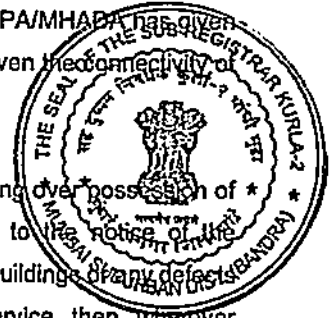
10. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE/S

10.1 The Allottee/s represents and warrant to the Developer that:

- he/she has not been declared and/or adjudged to be an insolvent, bankrupt, etc. and/or ordered to be wound up, as the case may be;
- no receiver and/or liquidator and/or official assignee or any person is appointed of the Allottee/s or all or any of his/her assets and/or properties;
- none of his/her assets / properties is attached and/or no notice of attachment has been received under any rule, law, regulation, statute, etc.;

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no notice is received from the Government of India (Central, State or Local) and/or from abroad for his/her involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against it;

- e) no execution or other similar process is issued and/or levied against him/her and/or against any of his/her assets and properties;
- f) he/she is not of unsound mind and/or is not adjudged to be of unsound mind;
- g) he/she has not compounded payment with his creditors;

h) he/she is not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;



he/she is competent to contract and enter into this Agreement as per the prevailing Indian Laws.

The Developer considers the accuracy of the representations and warranties to be an important and integral part of this Agreement and has executed this Agreement in reliance of the same.

11. COVENANTS OF THE ALLOTTEE/S

11.1 The Allottee/s by himself / herself / themselves with intention to bind all persons into whose hands the Apartment and other apartments may hereinafter come, even after the Buildings are transferred / conveyed in favour of the Society, is executed, hereby covenant/s with the Developer as follows:

- a) Not to do or suffer to be done anything in or to the Buildings, the Apartment, staircase common areas or any passages which may be against the rules, regulations or byelaws of concerned local or any other authority or change / alter or make addition in or to the Buildings or to the Apartment itself or any part thereof and to maintain the Apartment at the Allottee/s own cost in good repair and condition from the date on which the Allottee/s are permitted to use the Apartment. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and also pay any penal charges levied by the authorities;

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- b) Not to store anything on the refuge floor ~~nor store any goods in the~~ Apartment which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the Buildings or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the Buildings and in case any damage is caused to the Buildings on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach and shall repair the same at his / her / their / its own costs;
- c) To carry out at his / her / their / its own cost all internal repairs to the Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Developer to the Allottee/s and shall not do or suffer to be done anything in or to the elevation of the Buildings in which the Apartment is situated or to the Apartment which may be prohibited by the rules, regulations and bye-laws of the concerned local authority or other public authority, in the event of the Allottee/s committing any act in contravention of the above provisions, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority
- d) Not to change the user of the Apartment and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the Apartment and not to cover or construct anything on the open spaces, garden, recreation area and/or refuge areas;
- e) Not to demolish or cause to be demolished the Apartment or any part thereof neither at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Apartment or any part thereof and keep the portion, sewers, drains, pipes in the Apartment and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the Buildings;
- f) Not to make any alteration in the elevation and outside colour scheme of paint and glass of the Buildings and not cover / enclose the planters and service ducts or any of the projections from the Apartment, within the Apartment, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other

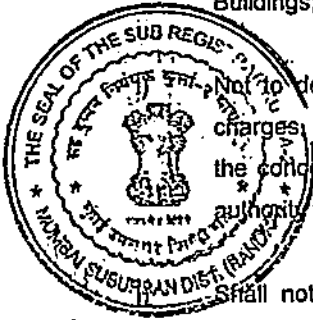
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Structural members in the Apartment without the prior written permission of the Developer, nor do / cause to do any hammering for whatsoever use on the external / dead walls of the Buildings or do any act to affect the FSI potential of the said Property;

- g) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and the Buildings or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance;
- h) Not to delay / default in payment of the amounts to be paid to the Developer as per the Third Schedule hereunder written in addition to the amounts collected as per the Fourth Schedule hereunder written and pay within 7 (seven) days of demand by the Developer, their share of security deposit demanded by any concerned local authority or government, SPA/MHADA for giving water or any electric supply company for giving electricity or any other service connection to the Buildings;



Not to delay / default in payment of increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority from time to time;

Shall not violate and shall observe and perform all the rules and regulations which the Society / Condominium / Company may have at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Buildings and the apartments therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by Society / Condominium / Company regarding the occupation and use of the said Apartment in the Buildings and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement;

- k) Shall not do or permit or suffer to be done anything in or upon the Apartment or any part of the Buildings which is or may, or which in the opinion of the Developer is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations,

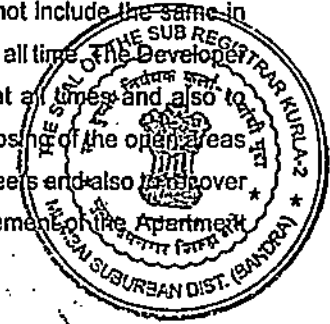
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enjoyment, quiet or comfort of the occupants of adjoining apartments or the neighbourhood provided always that the Developer shall not be responsible to the Allottee/s for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining apartments of the Buildings and the Allottee/s shall not hold the Developer so liable;

- l) Shall not obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the Apartment or in or on the common stairways, refuge areas, corridors and passage ways in and of the Buildings;
- m) Shall never in any manner enclose any flower beds / pocket terraces and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the Apartment and keep the same unenclosed at all times. The Developer shall have the right to inspect the Apartment at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Allottee/s and also to recover costs incurred for such demolition and reinstatement of the Apartment to its original state;
- n) Not to affix sign boards, name boards, display boards, advertisements or neon lights in or about the Apartment or any portion thereof, save and except the designated portion in the Apartment namely, the name plate board at the entrance of the Apartment; and the same shall be of such size and nature as the Developer shall specify in writing;
- o) The Allottee/s shall not let, sub-let, license, transfer, sell, assign, partition, or part with the occupation of the Apartment or any part thereof until all the dues payable by the Allottee/s to the Developer under the Agreement are fully paid up and only if the Allottee/s have not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has taken prior permission in writing from the Developer which permission shall be given on such terms and condition as the Developer may decide;
- p) The Allottee/s hereby consents/s and authorize/s the Developer to raise any finance by way of mortgage of the said Property and/or the Buildings or any portion thereof, to the exception as hereinafter, if as and when so deemed necessary by the Developer. At any stage during the



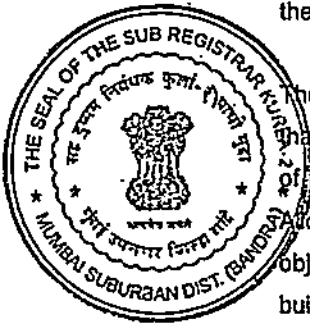
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Signature S.T.P.O. 33

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implementation of the scheme the Developer shall be at liberty to sell, assign or transfer otherwise deal with their right, title and interest in the said Property and/or the Buildings to be constructed thereon, save and except the Apartment which is subject of present Agreement provided that the same does not adversely affect or prejudice the rights granted in favour of the Allottee/s in respect of the Apartment agreed to be purchased by the Allottee/s in terms of this Agreement. It is further expressly agreed and understood by the Parties or their successors in title that the provisions of the clause relating to mortgage cannot at any time, hereinafter adversely affect or prejudice the rights granted in favour of the Allottee/s in respect of the Apartment agreed to be purchased by the Allottee/s in terms of this Agreement;

- q) Without making full and complete payment of the Purchase Price, the Allottee/s shall not, without the prior written consent of the Developer, sell, transfer, mortgage, create charge, etc. or otherwise deal with or dispose of the Apartment or any part thereof. Such consent / refusal shall be at the sole discretion and at such cost as may be decided by the Developer;



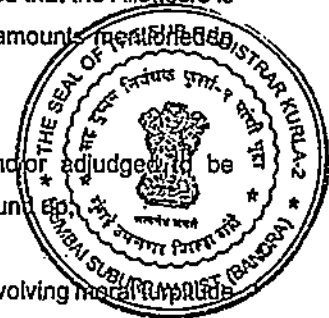
The Allottee/s hereby expressly agree and covenant with the Developer that in the event of the Buildings being not ready for use and in the event of the Developer offering license to enter upon the Apartment to the Allottee/s then and in that event the Allottee/s shall not have any objection to the Developer completing the construction of the balance building/s or additional floors on the said Property without any interference or hindrance or objection by the Allottee/s. The Allottee/s further confirm that he / she / they / it shall not object or dispute construction of the balance building or buildings, wing or wings or additional floors or additional construction or part or parts thereof by the Developer on any ground including on the ground of nuisance, annoyance or any other ground or reason whatsoever and the Developer shall be entitled to either themselves or through any nominees to construct and complete the said additional floors, wing or wings or building or buildings on the said Property as they may desire in their absolute discretion without any interference or hindrance or objection or dispute or claim by the Allottee/s.

12. EVENTS OF DEFAULT AND TERMINATION

- 12.1 The Developer shall be entitled (but not obliged) to terminate this Agreement on the happening of the following events ("Events of Default"):

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- a) If the Allottee/s delay or commit default in making payment of any of the amounts and/or installments of any amount payable under this Agreement or otherwise;
- b) If the Developer is of the opinion and/or belief that any of the representation, declarations and/or warranties, etc. made by the Allottee/s in the Booking form, Acceptance Letter, Allotment Letter, this Agreement and/or any other documents executed and/or entered into or to be executed and/or entered into by the Allottee/s is untrue or false;
- c) If the Developer is of the opinion and/or belief that the Allottee/s is / are an undesirable element and/or is likely to cause nuisance and/or cause hindrances in the completion of the development of the said Property and/or any time thereafter and/or it is apprehended that the Allottee/s is / are likely to default in making payment of the amounts payable under this Agreement;
- d) If the Allottee/s has / have been declared and/or adjudged to be insolvent, bankrupt, etc. and/or ordered to be wound up;
- e) If the Allottee/s is / are convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;
- f) If a receiver and/or liquidator and/or official assignee or any other person is appointed in respect of all or any of the assets and/or properties of the Allottee/s.
- g) If the Allottee/s have received any notice from the Government of India (Central, State or Local) or foreign Government for the Allottee/s involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him / her / them.



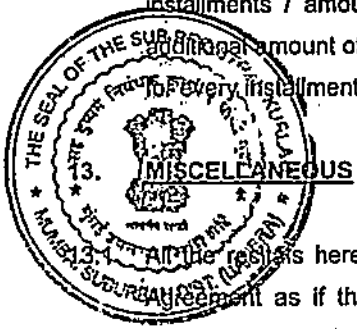
12.2 On happening or occurring of any of the Events of Default, then and in that event, the Developer shall without prejudice to all other rights that the Developer may have against the Allottee/s either under this Agreement, or in law or otherwise, the Developer shall give 1 (one) month notice in writing to the Allottee/s to rectify / remedy such breach and during the notice period, the Allottee/s shall be liable to bear and pay interest at the rate specified under RERA and the rules made thereunder as amended from time to time on the due

Signature *S.J.P.* ³⁵

and payable amount and shall be entitled (but not obliged) to: (i) terminate this Agreement; and (ii) forfeit 10% (ten percent) of the Purchase Price. Upon the Developer terminating this Agreement, the Allottee/s shall cease to have any right title, interest, claim, demand, etc. of any nature whatsoever against the Apartment or any part thereof and/or against the Developer and the Developer shall be entitled to deal with and dispose of the Apartment at their sole discretion and as they deem fit.

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12.3 Notwithstanding anything contained herein, in case of any delay or default by the Allottee/s in making payment of any of the amounts and/or installments of any amount payable under this Agreement including notice period as mentioned herein or otherwise, the Developer shall, without prejudice to any other rights or remedies that they may have against the Allottee/s, including the right to terminate and forfeit 10% (ten percent) of the Purchase Price and put an end to this Agreement as mentioned herein, be entitled to receive and recover from the Allottee/s and the Allottee/s shall pay to the Developer interest on all outstanding amounts at the rate specified under RERA and the rules made thereunder as amended from time to time from the due date till the date of actual payment. It has been also agreed that in case of every delay in payment of any installments / amounts hereunder, the Allottee/s shall be liable to pay an additional amount of Rs. 50,000/- (Fifty Thousand Only) as administrative fee for every installment / amounts delayed.



The terms and conditions hereof shall form an integral part and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly.

13.2 Providing this Agreement to the Allottee/s by the Developer does not create a binding obligation on the part of the Developer or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the Schedules and Annexures within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub-Registrar of Assurances as and when intimated by the Developer. If the Allottee/s fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the concerned Sub-Registrar of Assurances as and when intimated by the Developer, then the Developer shall serve a notice to the Allottee/s for rectifying such a default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, allotment of the Apartment in favour of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in

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A [Signature] SJPd.

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

- 13.3 This Agreement is presently governed by the provisions of RERA and other applicable laws for the time being in force subject to any other ordinance, regulations, statute, etc. being enacted by the Government to regulate and provide for promotion, construction, sale, management and transfer of apartments on ownership basis in Maharashtra.
- 13.4 The Allottee/s hereby agree to indemnify and keep indemnified, saved, defended and harmless the Developer against any or all claims, losses, damages, expenses, costs or other liabilities incurred or suffered by the Developer from or due to any breach by the Allottee/s of its covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Allottee/s in complying / performing his / her / their / its obligations under this Agreement.
- 13.5 Any delay, tolerance or indulgence shown by the Developer in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee/s by the Developer in respect of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee/s shall not in any manner prejudice the rights herein mentioned of the Developer.
- 13.6 All notices to be served on the Allottee/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s by Registered Post A.D. / Under Certificate of Posting / Courier or by Hand Delivery or by Fax, E-mail to the address of the addressee at his / her / their / it address hereinafter mentioned or as may be existing in the records of the Developer based on the information and details provided by the Allottee/s.



To the Developer:
M/s. VL Savli Developers LLP
Shop No. 2, C wing,
Stella Residency,
Kannamwar Nagar I,
Vikroli (East),
Mumbai- 400083
E-mail: [•]

To the Allottee/s:
Jitendra Nivrutti Pol and Sandhya Jitendra Pol

Signature of Jitendra Pol

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For the purposes of this transaction, the details of income tax permanent account number of the Developer and the Allottee/s are as follows:

Developer : AARFV6695H
 Allottee/s : AGXPP8076A/ AWIPP2221L

13.8 As per circular issued by Government of Maharashtra dated 14th January 2021 the said Promoter has availed 50% reduction in premium facility and the same has been passed on to the said Allottee/s in terms of payment of Stamp Duty Amount of their Flat No:1602 In E Wing of Eastern Groves.

13.9 The Allottee/s hereby declare that he / she / they / it has gone through this Agreement and all the documents related to the said Property and the said Apartment and has / have expressly understood the contents, terms and conditions of the same and the Allottee/s after being fully satisfied has / have entered into this Agreement and further agree not to raise any dispute or objection in regard to the same.



THE FIRST SCHEDULE HEREINABOVE REFERRED TO:

ALL THE piece and parcel of land or ground or plot situated and lying underneath and appertaining to building Nos.156, 161, 162 & 163 and Office Building Nos. 13 & 14 situated at Survey No. 113(Pt) and City Survey No 356 (Part) of Hariyali Village at Kannamwar Nagar, Vikhroli East, Mumbai 400083 within the Registration sub district of Kurla Mumbai Suburban District of Mumbai City, collectively admeasuring 4451.26 Sq. Meters each building consisting of Ground plus 4 (four) upper floors cumulatively containing 160 (One Sixty) flats / tenements thereon.

THE SECOND SCHEDULE HEREINABOVE REFERRED TO

(Description of the said Apartment)

Apartment No. 1602 admeasuring 398 sq. ft. (carpet area as per RERA) on the 16th Floor in E Wing of the building to be known as 'Eastern Groves' constructed conjointly on the said First Property more particularly described in the First Schedule hereinabove.

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S.T.P.O.D.

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THE THIRD SCHEDULE HEREINABOVE REFERRED TO
(Payment Schedule)

Construction Milestone	Percentage (%)	Amount (Rs.)
On Booking	10%	678000
Due In September 2021	15%	1017000
12 months or 10 th Slab w/e is later	15%	1017000
24 months or 20 th Slab w/e is later	20%	1356000
Terrace Slab	10%	678000
Commencement of Flooring	10%	678000
Commencement of Plumbing	10%	678000
On Fit-Outs Possession	10%	678000
Total Cost:	100%	6780000

THE FOURTH SCHEDULE HEREINABOVE REFERRED TO
(Other Contributions)

Other Contributions	Amount (Rs.)
Towards provisional outgoings for Municipal Taxes, Water Bill, Common Electric Bill, Maintenance Charges etc. for 18 months.	71640
18% GST	12895
Total Charges:	84535

Signature

Signature



THE FIFTH SCHEDULE ABOVE REFERRED TO		
(Description of Common Areas and Amenities in the said Building)		
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1. The building shall have R.C.C. Frame Structure.
2. Water supply will be arranged by providing water tank underground and overhead with pumping Facilities as per prevailing rules of BMC.
3. Two lifts of the good quality of Kone or equivalent would be provided in each wing.
4. Building will be painted with cement paint from outer side and flats shall be P.O.P. finishes with oil Bounce Distemper paints from inside.
5. Rooftop Amenities and Separate Fitness Centre would be provided
6. Fitness Centre will consist of Swimming pool, Steam/Sauna Bath, Gym, Yoga Deck etc..

THE SIXTH SCHEDULE ABOVE REFERRED TO
(Internal Specifications of the said Apartment)

Wall Finish:

Living Room: Putty Finished Wall
 Bedroom: Putty Finished Wall
 Kitchen: Putty Finished Wall
 Toilets: 7" Ft Dado Tiles
 OBD Finished Paint Internally
 Externally weather shield acrylic paint
 Internal walls with Putty Finish



Flooring:
 Living Room-600*600 Vitrified Tiles
 Bedroom-600*600 Vitrified Tiles
 Kitchen- 600*600 Vitrified Tiles
 Toilets-Anti skid Ceramic Tiles
 Lift Lobbies- Granite/Kota/Tiles

3. Doors & Windows: Main Door- Wooden Frame with attractive designer door and brass fittings/ SS Fittings
 Bedrooms- Wooden Frame with laminated flush doors
 Toilet- Granite Frame with laminated flush door
 3 Track Powder coated aluminium sliding window
4. External Façade: Cement paving blocks/ Concrete Roads
5. Provisions: DTH, Broadband provision
 Concealed plumbing with standard CP Fittings and Sanitary Fixtures
 Concealed wiring with sufficient modular switches
 TV Point in Master Bed and Living room
 AC Point in Master Bed
6. Kitchen: Granite Top Kitchen Platform with SS Sink

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IN WITNESS WHEREOF the Parties have hereunto set and subscribed their respective hand and seal the day and year first herein above written.

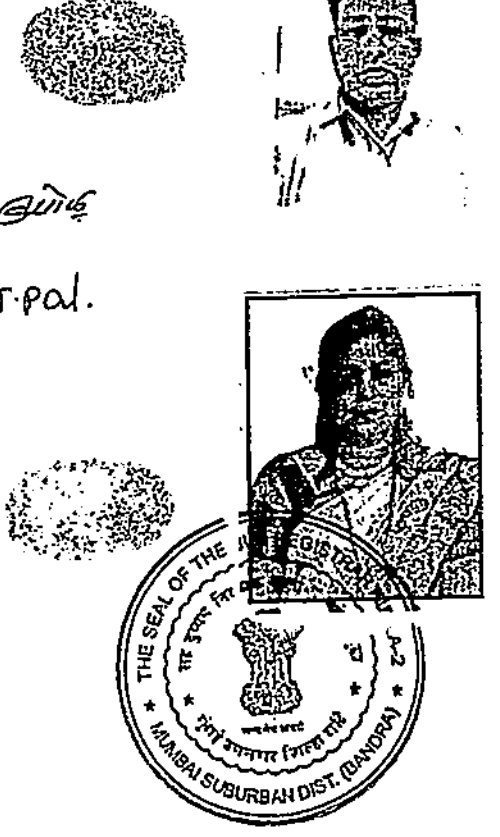
SIGNED AND DELIVERED)
 by the within named the "Developer")
 M/s VL Savli Developers LLP)
 through its Partner)
 RAMDAS MARUTI SANGLE)
 vide Power of Attorney dated _____)
 in presence of...)

1. 
2. 



SIGNED AND DELIVERED)
 by the within named "Allottee/s")
 1. Jitendra Nivrutti Pol)
 2. Sandhya Jitendra Pol)
 in presence of...)

1. 
2. 

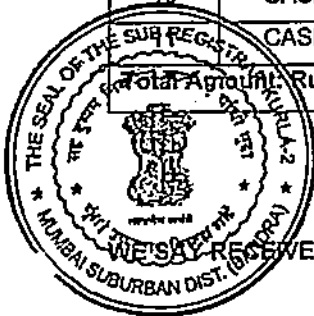


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RECEIPT

Received of and from the purchasers an aggregate sum of Rs.670000 /- (Rupees Six Lac Seventy Thousand Only) on or before the execution of this Agreement in the following manner.

Sr. No	Cheque No.	Date	Bank	Amount
1	CASH	25/1/2021	CASH	50,000/-
2	CASH	27/1/2021	CASH	50,000/-
3	CASH	15/2/2021	CASH	50,000/-
4	NEFT	25/2/2021		50,000/-
5	365352	1/3/2021	AXIS	95,000/-
6	CASH	15/3/2021	CASH	50,000/-
7	NEFT	24/3/2021	AXIS	1,25,000/-
8	CASH	15/4/2021	CASH	50,000/-
9	CASH	15/5/2021	CASH	50,000/-
10	CASH	15/6/2021	CASH	50,000/-
	CASH	25/6/2021	CASH	50,000/-
Total Amount: Rupees Six Lac Seventy Thousand Only				670000/-

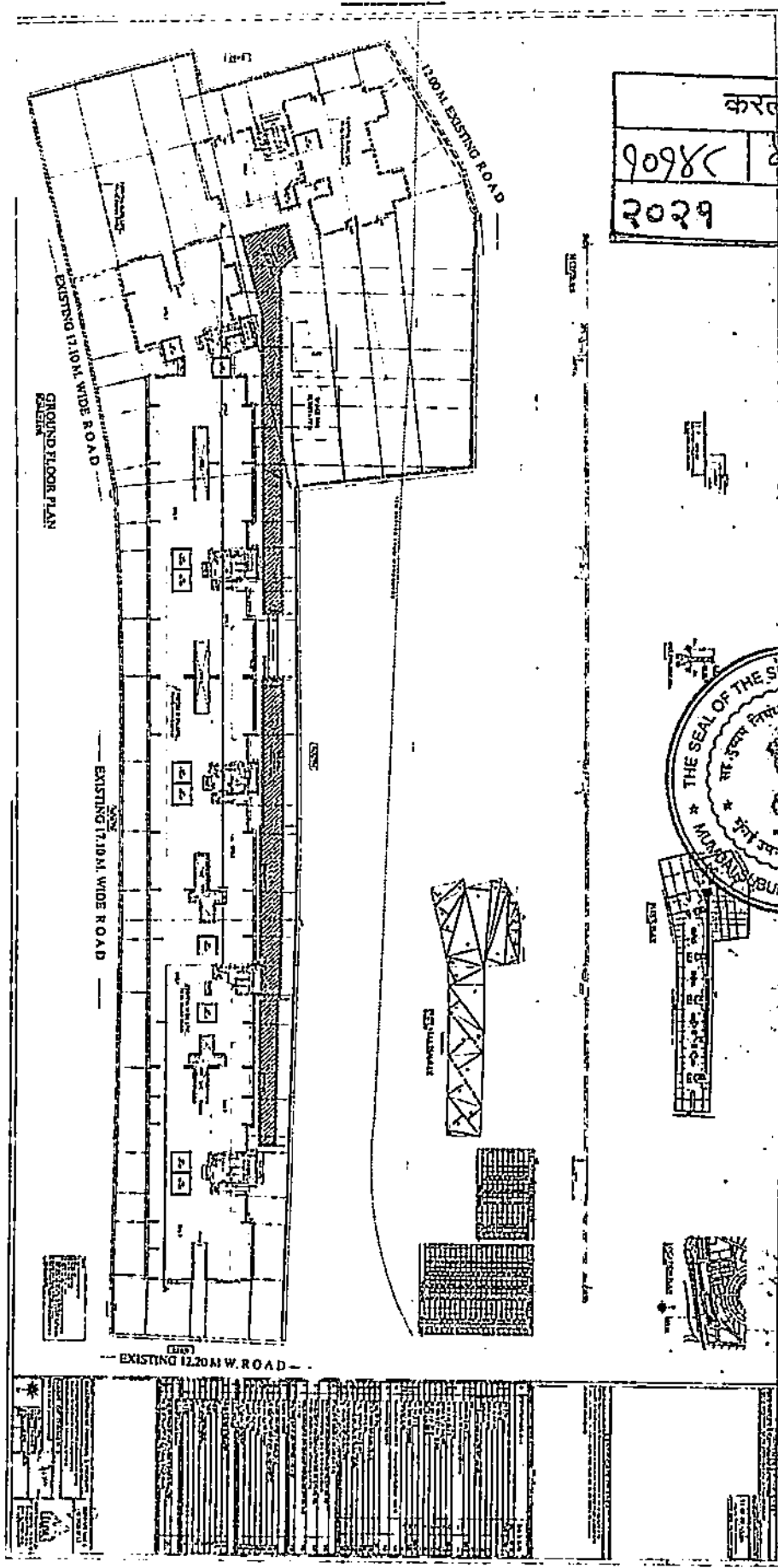


WE SAY RECEIVED FOR
VL SAVLI DEVELOPERS LLP

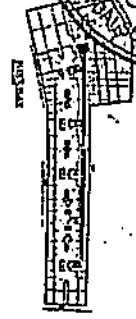
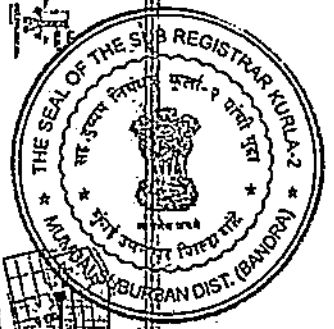
[Signature]
Partner

Witnesses:

1. *[Signature]*
2. *[Signature]*

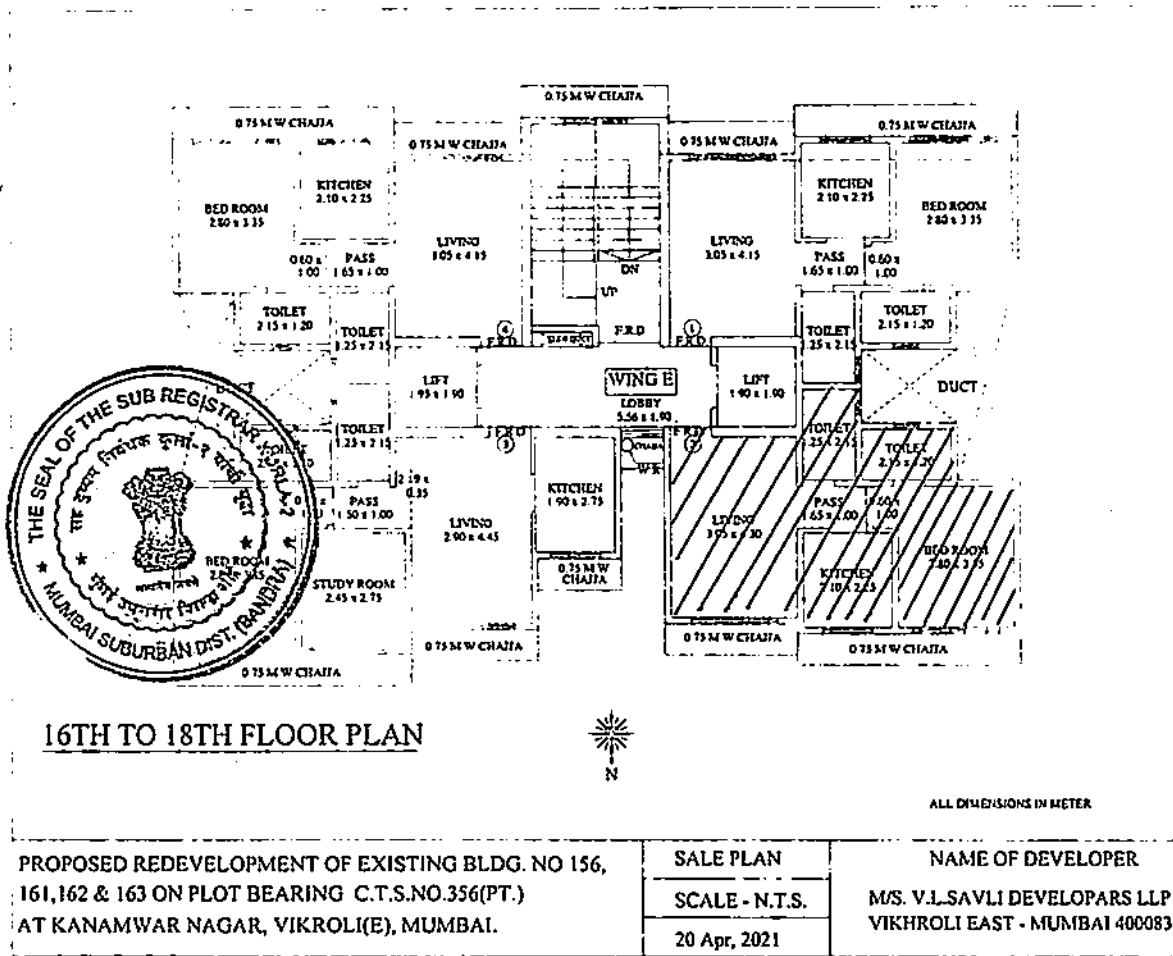


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<p>NO. 109488</p> <p>Area 2700 Sq. Ft.</p> <p>Plot Area 1000 Sq. Ft.</p> <p>Building Area 1700 Sq. Ft.</p> <p>Ground Floor Area 1700 Sq. Ft.</p> <p>1st Floor Area 0 Sq. Ft.</p> <p>2nd Floor Area 0 Sq. Ft.</p> <p>3rd Floor Area 0 Sq. Ft.</p> <p>4th Floor Area 0 Sq. Ft.</p> <p>5th Floor Area 0 Sq. Ft.</p> <p>6th Floor Area 0 Sq. Ft.</p> <p>7th Floor Area 0 Sq. Ft.</p> <p>8th Floor Area 0 Sq. Ft.</p> <p>9th Floor Area 0 Sq. Ft.</p> <p>10th Floor Area 0 Sq. Ft.</p> <p>11th Floor Area 0 Sq. Ft.</p> <p>12th Floor Area 0 Sq. Ft.</p> <p>13th Floor Area 0 Sq. Ft.</p> <p>14th Floor Area 0 Sq. Ft.</p> <p>15th Floor Area 0 Sq. Ft.</p> <p>16th Floor Area 0 Sq. Ft.</p> <p>17th Floor Area 0 Sq. Ft.</p> <p>18th Floor Area 0 Sq. Ft.</p> <p>19th Floor Area 0 Sq. Ft.</p> <p>20th Floor Area 0 Sq. Ft.</p>	<p>NO. 109488</p> <p>Area 2700 Sq. Ft.</p> <p>Plot Area 1000 Sq. Ft.</p> <p>Building Area 1700 Sq. Ft.</p> <p>Ground Floor Area 1700 Sq. Ft.</p> <p>1st Floor Area 0 Sq. Ft.</p> <p>2nd Floor Area 0 Sq. Ft.</p> <p>3rd Floor Area 0 Sq. Ft.</p> <p>4th Floor Area 0 Sq. Ft.</p> <p>5th Floor Area 0 Sq. Ft.</p> <p>6th Floor Area 0 Sq. Ft.</p> <p>7th Floor Area 0 Sq. Ft.</p> <p>8th Floor Area 0 Sq. Ft.</p> <p>9th Floor Area 0 Sq. Ft.</p> <p>10th Floor Area 0 Sq. Ft.</p> <p>11th Floor Area 0 Sq. Ft.</p> <p>12th Floor Area 0 Sq. Ft.</p> <p>13th Floor Area 0 Sq. Ft.</p> <p>14th Floor Area 0 Sq. Ft.</p> <p>15th Floor Area 0 Sq. Ft.</p> <p>16th Floor Area 0 Sq. Ft.</p> <p>17th Floor Area 0 Sq. Ft.</p> <p>18th Floor Area 0 Sq. Ft.</p> <p>19th Floor Area 0 Sq. Ft.</p> <p>20th Floor Area 0 Sq. Ft.</p>
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Flat No: 1602 Rera Carpet Area 398 sq. ft

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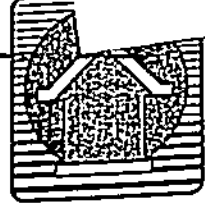
SJ-Pol.

मुंबई गृहनिर्माण व क्षेत्रविकास मंडळ
(म्हाडाचा घटक)

MUMBAI HOUSING AND
AREA DEVELOPMENT BOARD
(A MHADA UNIT)

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म्हाडा
MHADA



No.CO/MB/REE/NOC/F-1072/1115/2021
Date: 21 MAY 2021

To,
The Executive Engineer,
Building Permission cell,
Greater Mumbai, MHADA,
Bandra (E), Mumbai 400 051.

Sub : N. O. C. for proposed redevelopment of existing Building No.156 Prathmesh, 161 Savali, 162 Nandanvan & 163 Namrata, now known as Kannamwar Nagar SAVALI Co-op Hsg. Soc.Ltd., along with Office Building No. 13 & 14, bearing CTS No. 356 (pt), at village-Hariyali, Kannamwar Nagar, Vikhroli (E), Mumbai-400 083 under DCPR-2034.

Ref : 1. Mumbai Board's Offer letter No.CO/MB/REE/NOC/F-1072/921/2019, Dated 20.06.2019.
2. Mumbai Board's Revised Offer letter No.CO/MB/REE/NOC/F-1072/1811/2019, Dated 18.12.2019.
3. Mumbai Board's NOC letter No.CO/MB/REE/NOC/F-1072/145/2020, Dated 23.01.2020.
4. Mumbai Board's Offer letter No.CO/MB/REE/NOC/F-1072/1302/2020, Dated 10.12.2020.
5. Mumbai Board's Demand Letter No. CO/MB 1072/782/2021, Dated-08.04.2021.
6. Society's letter dated 15.04.2021.

Sir,

The applicant has complied requisites for obtaining No Objection Certificate (NOC) for allotment of additional buildable area & pro-rata BUA of layout for redevelopment of their building under subject. There is no objection of this office to his undertaking construction as per the proposal of the said society under certain terms and conditions.

A) For existing building 156,161,162 &163, Kannamwar Nagar SAVALI CHSL :

i. The above allotment of FSI is on sub-divided plot admeasuring about 3,898.36 m² (i.e. 3,405.81 m² as per Lease Area + 492.55 m² Tit Bit Area). Allotment of total BUA of 20,579.88 m² (i.e. 19,585.05 m² for Residential + 994.83 m² for Commercial use) for I.O.D/I.O.A. purpose & 9,205.45 m² [i.e. 5,568.18 m² Existing Built up area + 3,637.27 (i.e. 3,157.27 m² for residential use + 480.00 m² for Commercial use) permitted vide previous NOC dtd. 23.01.2020] for obtaining Commencement Certificate.



गृहनिर्माण भवन, कलानगर, बांद्रे (पूर्व), मुंबई - ४०० ०५१.
दूरध्वनी : ६६४०५००० / २६५९२८७७ / २६५९२८८१
फॅक्स नं. : ०२२-२६५९२०५८

Griha Nirman Bhavan, Kalanagar, Bandra (East), Mumbai, 400 051.
Phone : 66405000 / 26592877 / 26592881
Fax No.: 022-26592058
Website : www.mhada.maharashtra.gov.in

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ii. The allotment of Additional BUA 700.00 m² (for Residential use) in the form of Hon V.P./A's 10% quota] and & The proposal is approved by restricting the permissible FSI up to 3.0 on the Office Building No. 13 & 14, having area 552.90 m² (i.e. 280.78 m² O.B. No.13 + 272.12 m² O.B. No.14) as per layout plan. Thus permissible built up area 1,658.70 m² i.e. [924.24 m² BUA (183.80 m² MHADA's rehabilitation + 740.44 m² MHADA's share) + 734.46 m² BUA (128.66 m² developer/society's incentive + 605.80 m² developer/society's share)] is permitted through as per Offer letter vide reference no.4.

iii. Thus Allotment of total BUA of 22,938.58 m² (i.e. 21,943.75 m² for Residential + 994.83 m² for Commercial use) is permitted for I.O.D. / I.O.A. purpose only.

iv. Since the Society has paid full payment amount of premium towards additional built up area of 11,899.43 m² (i.e. 11,384.60 m² for residential use + 514.83 m² for Commercial use) as per Demand letter issued vide dtd.08.04.2021 & Also the additional BUA is reserved as against the payment made society to MHADA is 175.00 m². Hence Commencement certificate shall be issued for 21,279.88 m² (i.e. 20,285.05 m² for Residential + 994.83 m² for Commercial use) [i.e. 12,074.43 m² permitted through this NOC. (Proportionate to the full payment paid by the Society) and 9,205.45 m² [i.e. 5,568.18 m² Existing Built up area + 3,637.27 (i.e. 3,157.27 m² for Residential use + 480.00 m² for Commercial use) permitted vide previous NOC dtd.

The built up area permitted as per statement below.

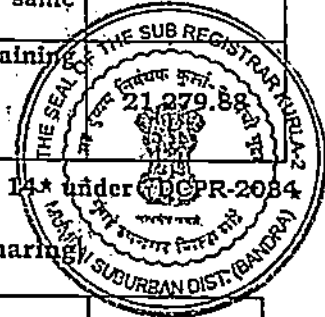
A) For existing building 156,161,162 &163, Kannamwar Nagar SAVALI CHSL under CPR-2034 :

Table 1

Sr.No.	Built up Area	In m ²
1.	Plot area considered for FSI purpose	
	i. As per Lease deed - 3,405.81 m ²	3,898.36
	ii. Additional Land - 492.55 m ²	
2.	Permissible FSI	3.00
3.	Permissible BUA (3,898.36 m ² x 3.00)	11,695.08
4.	Permissible Pro-rata (160 Ts X 49.98 m ² per T/s)	7,996.80
5.	10 % Hon'ble VP/A Quota	1,588.00
6.	Total built up area permitted for obtaining I.O.A.	
	i. As per previous NOC dtd. 23.01.2020 = 20,579.88 m ² (i.e. 19,585.05 m ² for residential use + 994.83 m ² for Commercial use)	20,579.88
7.	Additional BUA permitted for obtaining IOA vide this NOC For 700.00 m ² (for Residential use) (As per Offer Letter Dtd.10.12.2020)	700.00
8.	Additional BUA permitted for obtaining IOA vide this NOC (Sr.No.6+7)	21,279.88
9.	BUA approved and allotted previously :-	
	i. Existing Built up area = 5,568.18 m ²	
	ii. Additional Built up Area = 3,637.27 m ² (i.e. 3,157.27 m ² for residential use + 480.00 m ² for Comm.use) allotted vide previous NOC dtd. 23.01.20.	9,205.45

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10.	<p>Additional BUA permitted for obtaining Commencement Certificate vide this NOC</p> <p>i. Additional BUA = 175.00 m² (for Residential use) (Proportionate to the payment paid by the Society for First installment as per offer letter dated 10.12.2020)</p> <p>ii. For 11,899.43 m² (11,384.60 m² residential use + 514.83 m² Commercial use) (Proportionate to the full payment paid by the Society as per Demand letter dtd.08.04.2021.)</p> <p>Society / Developer shall have to pay the entire stamp duty of prospective buyers for the 11,899.43 m² (11,384.60 m² residential use + 514.83 m² Commercial use) area for which 50 % reduction in premium is availed as per UDD's G.R. dtd. 14.01.2021 and same is allotted vide this NOC.</p> <p>EE/BP Cell/ MHADA is requested to obtain the proposed plans from Society / Developer / Architect to earmark above 11,899.43 m² (11,384.60 m² residential use + 514.83 m² Commercial use) area while approving the plans. The details of the same shall be submitted to collector of stamps.</p>	12,074.43
11.	<p>Total built up area permitted for obtaining Commencement Certificate. (Sr.No.9+10)</p> <p>i. For Residential use = 20,285.05 m²</p> <p>ii. For Commercial use = 994.83 m²</p>	



B) For allotment of Office Building Nos. 13 & 14* under DCPR-2084 (Sharing basis)

Statement A (Particulars of Area Sharing)
Table 2

Sr. No.	Particulars	Area in m ²
Table-A		
1.	Plot area as per Layout i. O.B.13 - 280.78 m ² ii. O.B.14 - 272.12 m ²	552.90
2.	FSI Permissible	3.00
3.	Permissible BUA (552.90 m ² x 3.00)	1,658.70
4.	Existing Carpet Area i. O.B.13 - 56.79 m ² ii. O.B.14 - 56.67 m ²	113.46
5.	MHADA's Rehabilitation BUA	183.80
6.	MHADA's Rehabilitation Residential BUA with fungible 35% (183.80 m ² + 35%)	248.13
7.	Society share [1,346.24 X 45%]	605.80
8.	MHADA's Share (1346.24 m ² X 55% = 605.80 m ² + 128.66 m ² incentive BUA)	740.44
9.	MHADA's Share with fungible (740.44 m ² + 35%)	999.59
10.	Total MHADA's Share with fungible (Sr.No.6+8)	1,247.72

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Abstract

Total BUA allotted to the society for the IOD/ IOA purpose	Table No.1 Sr.No.8 = 21,279.88 m ² (On premium basis) Table No. 2 Sr.No.3 = 1,658.70 m ² (On Sharing basis) Total BUA = 22,938.58 m ²
Total BUA allotted for obtaining Commencement Certificate	Table No.1 Sr.No.11 = 21,279.88 m ² i. For Residential use = 20,285.05 m ² ii. For Commercial use = 994.83 m ²
MHADA's Share	924.24 m ² (with fungible 1,247.72 m ²)
The NOC for further CC for BUA 1,658.70 m ² shall be issued after Tripartite Agreement executed by society for MHADA's Share with fungible 1,247.72 m ²	

MHADA reserve it's right to withdraw, change, alter, amend their offer letter and conditions mentioned therein in future at any point of time without giving any reason to do so

All the terms and conditions mentioned in the previous NOC letter u/r no.3 & Offer Letter u/r No. 1,3,4 & 5 shall remain same and will be binding on society.
 (Draft approved by CO/MB)



(Prakash Sanap)
 Resident Executive Engineer (A.C.)
 Mumbai Board

The Secretary, Building No.156 PRATHMESH, 161 SAVALI, 162 NANDANVAN & 163 NAMRATA, now known as Kannamwar Nagar SAVALI Co-op Hsg. Soc., at village-Hariyali, Kannamwar Nagar, Vikhroli (E), Mumbai - 400 083.

Copy to Licensed Surveyor : M/s Ellora Project Consultant Pvt. Ltd., 317-321, Ninad CHSL, Bldg.No.7, Kher Nagar, Service Road, Bandra (E), Mumbai 400 051 For information.

- Copy forwarded to information and necessary action in the matter to the:-
1. Dy. Chief Engineer (East) / Mumbai Board for information please.
 2. Executive Engineer, Housing Kurla Division.
 - i) He is directed to take necessary action as per demarcation & as per prevailing policy of MHADA.
 - ii) He is directed to recover all the dues from the society concerned to Estate Department & intimate the same to this office.
 - iii) He is directed to recover any dues, land revenue, audit remarks concerned to Land Department if any pending with the society & intimate the same to this office.
 3. Copy to Architect / Layout cell / M.B.
 4. Copy to Shri.Jadhav/Assistant for MIS record.

महाराष्ट्र गृहनिर्माण व क्षेत्रविकास प्राधिकरण

MAHARASHTRA HOUSING AND
AREA DEVELOPMENT AUTHORITY

म्हाडा
MHADA



Building Permission Cell, Greater Mumbai / MHADA

(A designated Planning for MHADA layouts constituted as per government regulation No. FPB-115/167/CR-51/2015/HD-11 DT. 23 May, 2018.)

PLINTH COMMENCEMENT CERTIFICATE

No. MHADA/(B.P.)/GM/MHADA-9/539/2021

Date: 18 JAN 2021

To,
M/s. VL Savli Developer L.P.,
CA to owner of Kannamwar Nagar Savli CHSL.

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Sub: Proposed redevelopment of existing bldg. no. 156 Prathemesh, 161 Savali CHSL, 162 Nandanvan CHSL and 163 Namrata CHSL, known at Kannamwar Nagar Savali CHSL on plot bearing CTS No. 356 (pt) at Village Hariyali, Kannamwar Nagar Vikroli Mumbai.

Ref: L.S. application for requesting Plinth CC dt. 08.01.2021



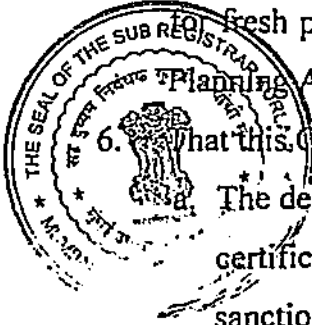
Dear Applicant,

With reference to your application dated 08.01.2021, for development permission and grant of for Plinth Commencement Certificate under section 44 & 69 of Maharashtra Regional Town Planning Act, 1966 to carry out development and building permission under section 45 of Maharashtra Regional and Town Planning Act, 1966 for Proposed redevelopment of existing bldg. no. 156 Prathemesh, 161 Savali CHSL, 162 Nandanvan CHSL and 163 Namrata CHSL, known at Kannamwar Nagar Savali CHSL on plot bearing CTS No. 356 (pt) at Village Hariyali, Kannamwar Nagar Vikroli Mumbai.

The Commencement Certificate/Building permission is hereby granted subject to compliance of conditions mentioned in Zero FSI I.O.A. Dt. 13.10.2020, approved & issued by this office under no. EE/(B.P.)/Cell/GM/MHADA-104/369/2019 and following additional conditions.

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1. That the land vacated on 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. That the Commencement Certificate / Development permission shall remain valid for one year from the date of its issue.
4. That the permission does not entitle you to develop land which does not vest in you or in contravention of the provision of coastal zone management plan.
5. That if construction is not commenced this commencement certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such laps shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.



6. That this Certificate is liable to be revoked by the VP & CEO / MHADA 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 condition subject to which the same is granted or any of the restrictions imposed by the VP & CEO / MHADA is contravened or not complied with.
 - c. The VP & CEO / MHADA is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the appellant 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 Town Planning Act, 1966.

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7. That the conditions of this certificate shall be ~~binding~~ ^{not only on the} applicant, executors, assignees, administrators and successors and every person deriving title through or under him.

8. That the work shall be carried out as per the approved plans, Survey Remarks & all other relevant permission applicable to this proposal.

9. The work shall be carried out as per norms prevail by CRZ authority. VP & CEO / MHADA has appointed Shri. Dinesh D. Mahajan, Executive Engineer to exercise his powers and function of the Planning Authority under section 45 of the said Act.

This Plinth CC is issued for height 0.3 Mt. AGL. as per approved phase program plan at pg. 805.

This CC is valid upto 17 JAN 2022

Syada
S.E.B.P.Cell
MHADA

Rathod
Dy.E.B.P.Cell
MHADA



ISSUED

Copy submitted to:

- 1) Chief Officer/MB for information please.
- 2) Deputy Chief Engineer/BP Cell/*MHADA
- 3) Architect/Layout Cell for information please
- 4) Dy. A & C. E.S/ MCGM
- 5) A.E.W.W. "S" Ward MCGM
- 6) Assistant Commissioner "S" Ward MCGM
- 7) L.S. Shri. Jitendra G. Dewoolkar
- 8) Chairmen/secretary Kannamwar Nagar Savli CHSL

Syada
S.E.B.P.Cell
MHADA

Rathod
Dy.E.B.P.Cell
MHADA

Syada
(Dinesh Mahajan)
Executive Engineer/B.P.Cell
Greater Mumbai/MHADA

ISSUED



VIS LEGIS LAW PRACTICE
ADVOCATES

TITLE DUE DILIGENCE REPORT

करल-२

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To,

M/S VL SAVLI DEVELOPERS LLP
Shop No. 2, C Wing, Stella Residency,
Kannamwar Nagar-I, Vikhroli (East),
Mumbai - 400 083.

Dear Sir/Madam,

Re: (i) All that piece and parcel of land or ground or plot situated and lying underneath and appurtenant to building No. 156 situated at Survey No. 113 (Pt) bearing City Survey No 356 (Part) and admeasuring approximately 723.72sq.mtrs of Village Hariyali, Kannamwar Nagar, Vikhroli East, Mumbai 400083 (hereinafter referred to as "the First Property")
(ii) All that piece and parcel of land or ground or plot situated and lying underneath and appurtenant to building No. 161 situated at Survey No. 113 (Pt) bearing City Survey No 356 (Part) and admeasuring approximately 973.75 sq. mtrs of Village Hariyali, Kannamwar Nagar, Vikhroli East, Mumbai 400083 (hereinafter referred to as "the Second Property")
(iii) All that piece and parcel of land or ground or plot situated and lying underneath and appurtenant to building No. 162 situated at Survey No. 113 (Pt) bearing City Survey No 356 (Part) and admeasuring approximately 723.72 sq. of Village Hariyali, Kannamwar Nagar, Vikhroli East, Mumbai 400083 (hereinafter referred to as "the Third Property")
(iv) All that piece and parcel of land or ground or plot situated and lying underneath and appurtenant to building No. 163 situated at Survey No. 113 (Pt) bearing City Survey No 356 (Part) and admeasuring approximately 984.62 sq.mtrs of Village Hariyali, Kannamwar Nagar, Vikhroli East, Mumbai 400083 (hereinafter referred to as "the Fourth Property")
(the First Property, Second Property, Third Property & Fourth Property hereinafter collectively referred to as "the said Properties")



1. Documents Perused:

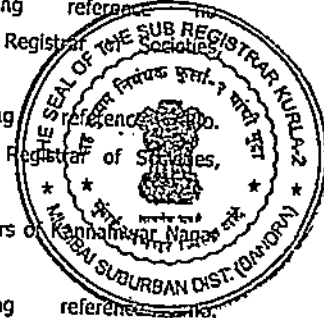
For the purpose of this Title Due Diligence Report, we have reviewed photocopies of the following documents:

1. Documents in respect of the First Property:

- a. Deed of Sale dated 15th May 1997 bearing Registration No. PBDR/3/765/97.
- b. Lease Deed dated 15th May 1997 bearing Registration No. PBDR/3/767/97.
- c. Deed of Sale dated 25th July 1997 bearing Registration No. PBDR/3/1061/97.
- d. Lease Deed dated 25th July 1997 bearing Registration No. PBDR/3/1063/97.
- e. Deed of Sale dated 18th June 2015 bearing Registration No. KRL2/5976/2015.
- f. Lease Deed dated 18th June 2015 bearing Registration No. KRL2/5969/2015.

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- g. Letter dated 23rd January 2015 bearing reference no. EE/HMD/MB/367/2015 from MHADA to Kannamwar Nagar Savli Co-operative Housing Society.
- h. Letter dated 23rd January 2015 bearing reference no. EE/HMD/MB/365/2015 from MHADA to Kannamwar Nandanvan Co-operative Housing Society.
- i. Letter dated 9th June 2015 bearing reference no. EE/HMD/MB/2758/2015 from MHADA to Kannamwar Nagar Namrata Co-operative Housing Society Ltd.
- j. Letter bearing dated 21st December 2015 bearing reference no. EE/HMD/MB/6285/2015 from MHADA to Kannamwar Nagar Prathamesh Co-operative Housing Society Ltd.
- k. Deed of Sale dated 21st March 2016 bearing Registration No. KRL2/3353/2016.
- l. Lease Deed dated 21st March 2016 bearing Registration No. KRL2/3352/2016.
- m. Order dated 4th January 2019 bearing reference no. DDR/SS/Mumbai/B2/Amalgamation/03/19 of Deputy Registrar of Societies, MHADA.
- n. Order dated 24th April 2019 bearing reference no. DDR/SS/Mumbai/B2/Amalgamation/648/19 of Deputy Registrar of Societies, MHADA.
- o. Resolution dated 12th May 2019 passed by the members of Kannamwar Nagar Savli Co-operative Housing Society Ltd.
- p. Letter dated 20th June, 2019 bearing reference no. CO/MB/REE/NOC/F-1072/921/2019 from Maharashtra Housing and Area Development Authority ("MHADA").
- q. Development Agreement dated 7th October 2019 bearing registration no. KRL3/12971/2019 made and executed between Kannamwar Nagar Savli Co-operative Housing Society Ltd and M/s VL Savli Developers LLP.
- r. General Power of Attorney dated 30th October 2019 bearing registration no. KRL3/13988/2019 made and executed by members of Kannamwar Nagar Savli Co-operative Housing Society Ltd in favour of M/s VL Savli Developers LLP.
- s. Letter dated 18th December, 2019 bearing reference no. CO/MB/REE/NOC/F-1072/1811/2019 from MHADA.
- t. NOC dated 23rd January 2020 bearing reference number CO/MB/REE/NOC/F-1072/145/2020 from MHADA.
- u. Letter dated 13th October 2020 bearing reference no. EE/BP Cell/GM/MHADA-9/539/2020 from MHADA
- v. Property Register Card.



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2. Brief History:

On perusal of the aforesaid documents and from the information furnished to us, it appears that:

- a. Originally, the Maharashtra Housing and Area Development Authority (hereinafter referred to as "the Authority") was duly constituted with effect from the 5th day of December 1977, under government notification in the Public Works and Housing Development No. ARD 1077(1) Desk 44 dated 5th December 1977, the Maharashtra Housing Board (hereinafter referred to as "the Board") a corporation established under the Mumbai Housing Board Act, 1948 stood dissolved by operation of Section 15 of said Act. Under Clause (a) and (b) of Section 189 of the said Act all the properties, rights, liabilities, and obligations of the dissolved Board including those arising under any agreement or contract have become the properties, rights, liabilities and obligations of the Authority. The Board was possessed or otherwise well and sufficiently entitled to the Properties which are more particularly defined in the reference part above. Accordingly, the said Properties vested in the Authority along with all rights, liabilities and obligations in respect thereof.



The Government of India had formulated a Housing Scheme for the construction and allotment of tenements on rental basis to industrial workers known as "the Subsidized Industrial Housing Scheme Board"

- c. The MHADA Board had, in pursuance of the aforesaid scheme, built four buildings bearing nos. 156,161,162 and 163 ("said buildings") in the year 1966 on the said Properties each consisting of Ground plus four upper floors and each having 40 tenements.
- d. The authority as successor of the board became the owner of and/or otherwise well and sufficiently entitled to the said Properties along with the said buildings standing thereon.
- e. The tenements in the said buildings were collectively allotted to 160 allottees for residential accommodation on rental basis which is more particularly described in Schedule II of the Deed of Sale executed for the respective buildings.

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f. The allottees and/or occupants of the said buildings formed themselves into four registered Co-operative Housing Societies namely (i) Kannamwar Nagar Prathamesh Co-operative Housing Society Ltd. bearing Reg No. B.O.M./H.S.G./8075/82 dated 1982; (ii) Kannamwar Nagar Savli Co-operative Housing Society Ltd bearing Reg No. B.O.M./H.S.G./7938/82 dated 1982; (iii) Kannamwar NagarNandanvan Co-operative Housing Society bearing Reg. No. B.O.M./H.S.G./8108/84 dated 1984 and (iv) Kannamwar Nagar Namrata Co-operative Housing Society bearing Reg. No. B.O.M./H.S.G.(O.H)/1359/84 dated 1984 (hereinafter referred to as "the said societies").

g. MHADA at the request of the said societies decided to convey the said buildings by way of sale and to grant the land underneath and appurtenant thereto by way of lease subject to the terms, conditions and covenants therein contained.

h. TITLE IN RESPECT OF THE FIRST PROPERTY

i. By a Deed of Sale dated 21st March 2016 duly registered at the office of the Registrar of Assurances at Kurfa under Serial No. KRL2/3353/2016, made and executed between MHADA and Kannamwar Nagar Prathamesh Co-operative Housing Society Ltd, MHADA transferred and conveyed unto the society all the property consisting of structure standing thereon being building no. 156 for the terms and conditions mentioned therein.

ii. By an Indenture of Lease dated 21st March 2016 duly registered at the office of the Sub- Registrar off Assurances at Kurfa under Serial No. KRL2/3352/2016, made and executed between MHADA and Kannamwar Nagar Prathamesh Co-operative Housing Society Ltd, MHADA demised the land being First Property unto the society for a period of 90 years commencing from 1st April 1980.

iii. MHADA vide its letter dated 21st December 2015 bearing reference no. EE/HMD/MB/6285/2015 Informed Kannamwar Nagar Prathamesh Co-operative Housing Society Ltd about the boundary demarcation of the First Property conducted by them and noted that the total plot area was 926.92 sq.mtrs (i.e. 723.72 sq. mtrs + 203.20 sq. mtrs additional area)

iv. The condition of the structure of the said building accommodating the 40 members of the Society had deteriorated and was not in proper habitable condition and did not contain the conveniences and maintenances required for proper habitation.



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v. The Society, therefore desirous of demolishing the existing building and constructing in place and instead thereof altogether a new building, approved the proposal and appointed M/s VaibhavLaxmi Builders and Developers to redevelop the said building by passing a resolution in the Special General Body Meeting dated 29th November 2015.

i. TITLE IN RESPECT OF THE SECOND PROPERTY

i. By a Deed of Sale dated 25th July 1997 duly registered at the office of the Sub-Registrar of Assurances under Serial No. PBDR/3/1061/97, made and executed between MHADA and Kannamwar Nagar Savli Co-operative Housing Society Ltd, MHADA transferred and conveyed unto the society all the property consisting of structure standing thereon being building no 161 for the terms and conditions mentioned therein.

ii. By an Indenture of Lease dated 25th July 1997 duly registered at the office of the Sub-Registrar of Assurances under Serial No. PBDR/3/1063/97, made and executed between MHADA and Kannamwar Nagar Savli Co-operative Housing Society Ltd, MHADA demised the land being the Second Property unto the society for a period of 99 years commencing from the 1st day of April 1980.



MHADA vide its letter dated 23rd January 2015 bearing reference no. E/HMD/MB/367/2015 Informed Kannamwar Nagar Savli Co-operative Housing Society Ltd about the boundary demarcation of the Second property conducted by them and noted that the total plot area was 984.30 sq.mtrs i.e. (973.75 sq. mtrs + 10.55 sq. mtrs additional area)

iv. The condition of the structure of the said building accommodating the present 40 members of the Society had deteriorated and was not in proper habitable condition and did not contain the conveniences and maintenances required for proper habitation.

v. The Society, therefore desirous of demolishing the existing building and constructing in place and instead thereof altogether a new building, approved the proposal and appointed M/s VaibhavLaxmi Builders and Developers to redevelop the said building by passing a resolution in the Special General Body Meeting dated 15th February 2015.

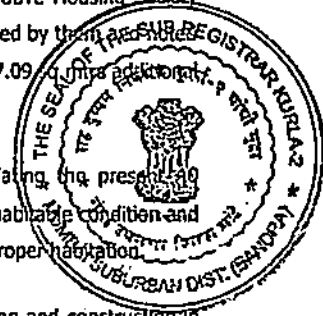
j. TITLE IN RESPECT OF THE THIRD PROPERTY

i. By a Deed of Sale dated 18th June 2015 duly registered at the office of the Sub-Registrar of Assurances at Kuria under Serial No. KRL2/5976/2015, made and executed

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between MHADA and Kannamwar Nandanvan Co-operative Housing Society Ltd, MHADA transferred and conveyed unto the society all the property consisting of structure standing thereon being building no 162 for the terms and conditions mentioned therein.

- ii. By an Indenture of Lease dated 18th June 2015 duly registered at the office of the Sub-Registrar of Assurances at Kurla under Serial No. KRL/2/5969/2015, made and executed between MHADA and Kannamwar Nandanvan Co-operative Housing Society Ltd, MHADA demised the land being the Third Property unto the society for a period of 60 years commencing from the 1st day of April 1980.
- iii. MHADA vide its letter dated 23rd January 2015 bearing reference no. EE/HMD/MB/365/2015 informed Kannamwar Nandanvan Co-operative Housing Society Ltd about the boundary demarcation of the Third Property conducted by them and stated that the total plot area was 900.81 sq.mtrs.(723.72 sq mtrs + 177.09 sq mtrs (area))
- iv. The condition of the structure of the said building accommodating the present members of the Society had deteriorated and was not in proper habitable condition and did not contain the conveniences and maintenances required for proper habitation
- v. The Society, therefore desirous of demolishing the existing building and constructing in place and instead thereof altogether a new building, approved the proposal and appointed M/s VaibhavLaxmi Builders and Developers to redevelop the said building by passing a resolution in the Special General Body Meeting dated 15th February 2015.



k. TITLE IN RESPECT OF THE FOURTH PROPERTY

- i. By a Deed of Sale dated 15th May 1997 duly registered at the office of the Sub- Registrar of Assurances under Serial No. PBDR/3/765/97, made and executed between MHADA and Kannamwar Nagar Namrata Co-operative Housing Society Ltd, MHADA transferred and conveyed unto the society all the property consisting of structure standing thereon being building no 163 for the terms and conditions mentioned therein.
- ii. By an Indenture of Lease dated 15th June 2015 duly registered at the office of the Sub-Registrar of Assurances under Serial No. PBDR/3/767/97, made and executed between MHADA and Kannamwar Nagar Namrata Co-operative Housing Society Ltd, MHADA demised the land being the Fourth Property unto the society for a period of 99 years commencing from the 1st day of April 1980.

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- iii. MHADA vide its letter dated 9th June 2015 bearing reference no. EE/HMD/MB/2758/2015 informed Kannamwar Nagar Namrata Co-operative Housing Society Ltd about the boundary demarcation conducted by them and noted that the total plot area was 1152.59 sq.mtrs. (i.e. 984.62 sq mtrs + 177.09 sq mtrs additional area)
- iv. The condition of the structure of the said building accommodating the present 40 members of the Society had deteriorated and was not in proper habitable condition and did not contain the conveniences and maintenances required for proper habitation.
- v. The Society, therefore desirous of demolishing the existing building and constructing in place and instead thereof altogether a new building, approved the proposal and appointed M/s VaibhavLaxmi Builders and Developers to redevelop the said building by passing a resolution in the Special General Body Meeting dated 1st May 2015.

- i. The said societies mutually decided to amalgamate the said properties and merge themselves into a single co-operative housing society, and thus made the respective applications on 28th December 2018 to the District Deputy Registrar of Co-operative Societies, MHADA.



The District Deputy Registrar of Co-operative Societies vide an order bearing reference no. DDR/SS/Mumbai/B2/Amalgamation/03/2019 dated 4th January 2019 and final amalgamation order bearing reference no. DDR/SS/Mumbai/B2/Amalgamation/648/2019 dated 4th April 2019 dissolved the existing Kannamwar Nagar Prathamesh Co-operative Housing Society Ltd, Kannamwar Nagar Nandanvan Co-operative Housing Society Ltd, Kannamwar Nagar Namrata Co-operative Housing Society Ltd and merged them with Kannamwar Nagar Savli Co-operative Housing Society Ltd ("said amalgamated society") upon the terms and conditions as mentioned therein.

- ii. On the representation of M/s VaibhavLaxmi Builders and Developers, It was proposed that M/s VaibhavLaxmi Builders and Developers be allowed to delegate development rights to M/s VL Savli Developers LLP. Accordingly, the members of the said amalgamated society in the Special General Body Meeting held on 12th May 2019 passed a resolution thereby unanimously appointing and according development rights to M/s VL Savli Developers LLP.
- o. MHADA Board vide its letter dated 20th June, 2019 bearing reference number CO/MB/REE NOC/F-1072/921/2019 granted approval for utilization of additional BUA

करल-२		
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and balance BUA of layout under DCR33(5) dated 8th October 2013 and its modification dated 3rd July 2017. Allotment of additional buildable area of 15,011.70 m² (i.e. 14,016.87 m² for residential use + 994.83 m² for commercial use). The above allotment being on sub divided plot as per demarcation admeasuring about 3,898.36 m² (i.e. 3,405.81 m² Lease area + 492.55 m²Tit Bit area). Such approval was subject topayment of premium and fulfilment of the conditions as mentioned therein.

- p. By a Development Agreement dated 7th October 2019 duly registered with the Office of the Jt. Sub Registrar of Assurances at Kurla bearing Registration No. KRL3/12971/2019made and executed between Kannamwar Nagar Savll Co-operative Housing Society Ltd ("amalgamated society")of the One part and M/s V Developers LLP of the Other part(Developers), the said amalgamated society granted the development rights to the Developers at or for the terms, conditions and considerations contained therein.
- q. In pursuance of the aforesaid Development Agreement, the said amalgamated society executed an Irrevocable Power of Attorney dated 30th October 2019 duly registered with the Office of Jt. Sub Registrar of Assurances at Kurla bearing registration no. KRL3/13988/2019and thereby appointed the partners of the Developers as their true and lawful attorneys and granted various powers and authorities to do various acts, deeds and things in respect of the redevelopment.
- r. MHADA Board vide its letter dated 18th December, 2019 bearing reference number CO/MB/REE NOC/F-1072/1811/2019 issued a revised offer thereby renewing the premium rates for utilization of additional BUA and balance BUA of layout already granted to the amalgamated society vide above-mentioned letter dated 20th June, 2019 bearing reference number CO/MB/REE NOC/F-1072/921/2019. This revised offer was made in pursuance of Urban Development Department's order dated 20th August 2019.
- s. MHADA Board vide its letter dated 23rd January 2020 bearing reference number CO/MB/REE/NOC/F-1072/145/2020 addressed to the Executive Engineer, Building Permission Cell of MHADA informed that the amalgamated society has complied with all the requisites for allotment of additional buildable area & pro-rata BUA of layout and that their office has no objection if the said amalgamated society undertakes construction as per the proposal submitted by them.
- t. MHADA, Building Permission Cell, Greater Mumbai vide its letter dated 13th October 2020 bearing reference no. EE/BP Cell/GM/MHADA-9/539/2020 granted Intimation of



करल-२

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Approval (IOA) for zero FSI in favour of M/s VL Savli Developers LLP being the constituted attorney of the said amalgamated society,

3. OBSERVATION:

In view of what is stated hereinabove and subject to the aforesaid conveyances and documents, it appears that MHADA is the beneficial owner of the said properties. We have not been provided with any document whereby the ownership rights of the said properties got vested in MHADA and have relied upon the information mentioned in the Property Register Card. Further, the said societies have acquired leasehold rights in the said properties by virtue of the respective lease deeds executed between them and MHADA.

With respect to development rights in respect of the said properties, it is observed that M/s VL Savli Developers LLP is entitled to develop the said properties by virtue of requisite documents being executed and the consent/NOC granted by MHADA. M/s VL Savli Developers LLP is also entitled to sell the flat/units/premises/shops/offices and receive sale consideration thereof along with receiving sale consideration for the additional BUA granted excluding the 160 sq. meters which will be allotted to the existing members of the said societies



GENERAL:

This Title Certificate is issued solely on the basis of the documents provided by you as mentioned in Para 1 hereinabove and we have no obligation to update this Title Certificate with any information or replies or documents received by us beyond this date.

- b. Unless specifically stated otherwise, we have not inspected or perused the original documents in respect of the said Properties.
- c. We are not qualified to and have not independently verified the area of the said Properties. We have referred to and retained the admeasurements in Hectare/Acres and sq. meters, as we have found them in various documents.
- d. Save as otherwise stated hereinabove, we have not issued any public notice to invite claims from the public at large in respect of title to the said Properties.
- e. We have not done any title search through the title investigator in respect of the said Properties.
- f. For the purpose of this Title Certificate, we have assumed:

करल. २
१०१४८ एच १००
२०२१

- i) The legal capacity of all natural persons, genuineness of all signatures, authenticity of all documents submitted to us as certified or photocopies.
 - ii) That there have been no amendments or changes to the documents examined by us.
 - iii) The accuracy and completeness of all the factual representations made in the documents.
 - iv) That all prior documents have been adequately stamped and duly registered.
 - v) Any statements in the documents, authorization or any certificates or confirmations relied upon by us for issuance of this Title Certificate is correct and authentic and genuine.
 - vi) Each document binds the parties intended to be bound thereby.
 - vii) Photocopies provided to us are accurate photocopies of originals.
- g. For the purposes of this Title Certificate, we have relied upon information relating to
- i) All of the information (including the documents) supplied to us was, when given, and remains, true, complete, and accurate and not misleading.
 - ii) Boundaries on the basis of the documents provided to us by the clients.
- h. For the purposes of this Title Certificate, we have relied upon photocopies of documents where original documents of title were not available.
- i. For the purpose of this Title Certificate, we have relied upon information relating to lineage, on the basis of revenue records and information provided to us by you.
- j. We are not certifying the boundaries of the said Properties nor are we qualified to express our opinion on physical identification of the said Properties. We also do not express our opinion on matters related to actual physical use of the said Properties.
- k. We express no view about the zoning/user/reservations/FSI/or development ability of said Properties.
- l. Unless specifically stated otherwise, we have not carried out any searches in any courts and have presumed that there is no pending litigation, proceedings, enquiry, etc. before any court of law, tribunal, etc. in respect of the said Properties.
- m. We have not verified issues relating to acquisition and / or reservation of the said Properties or any portion thereof by Governmental Authorities.



करल-२

१०१४८ ए.ए. १००

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- n. We have not verified the market value of the Properties involved nor whether appropriate stamp duty has been paid on the various documents referred to herein nor do we express any opinion thereon.
- o. We are not authorized or qualified to express an opinion relating to plan permissions, approval or development potential of the said Properties.
- p. A certificate, determination, notification, opinion or the like will not be binding on an Indian Court or any arbitrator or judicial or regulatory body which would have to be independently satisfied, despite any provision in the documents to the contrary.
- q. This Title Certificate is an opinion based on the documents perused by us and has been so given at the request of the client to whom it is addressed.
- r. This Title Certificate is limited to the matters pertaining to Indian Law (as on the date of this Title Certificate) alone and we express no opinion on laws of any other jurisdiction.



5. This opinion is addressed to M/s VL Savli Developers LLP. This opinion may not be suggested, quoted or relied on by any person or entity other than M/s VL Savli Developers or any purpose without our prior written consent.

For Vis Legis Law Practice

Gaurav
Partner

मालमत्ता पत्रक

विभाग/मौजे -- हरियाली

तालुका/न. भू. मा. का. -- न. भू. अ. घाटकोपर

जिल्हा -- मुंबई उपनगर जिल्हा

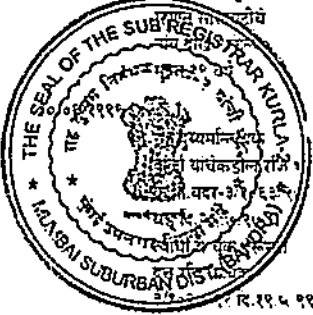
संग घुसून मिळत नसणे व घुसून घेतलेल्या अकराव्या वनदंडाच्या तपशील प्रतीक न्यायालय तपशील वी निलय येऊ.

दिनांक	व्यवहार	सूत्र क्रमांक	संयत कोट (पा.) एकर (पा.) चिक्का भाग (का.)	साक्षात्करण
१०/१८/१९	१००			
२०/२१/१९	S.I.			

दुसरा दिवस घाटा
घाटकोपर गंज. ला
न. ७८५७-९१ दिनांक
१७-११-१९ व त्याचा
युक्त दुरुस्तो दस्त
रजि. नो. न. घट्टर
३/२३६५/९८ दिनांक
१४-१०-१८ अन्यघे
व नगर भूमापन
आपकाठी घाटकोपर
घाटकोपर दि. २६-२-१९
च्या आदेशानुसार न.
भू. क्र. ३५६अ पैकी
१३२८.४७ चौ. मी.
संजय भांडेपट्टेदार
संजय भांडेपट्टेदार

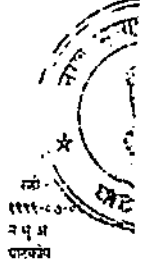
१. साक्षात्करण
२. अकराव्या वनदंडाच्या
३. तपशील वनदंडाच्या
४. तपशील वनदंडाच्या

व. न. भू. अ.
१९९९-०३-०६
२०/२१/१९



अन्यघे व न. भू. अ.
घाटकोपर यांचे कडोले
दि. १७-११-१९ च्या
आदेशानुसार न. भू. क्र.
३५६अ पैकी १७३.७५
चौ. मी. संजय
भांडेपट्टेदार भयानु
संजय भांडेपट्टेदार
दाम्बल कॅले.
मुदत १९ वर्षे

(भांडेपट्टेदार)
संजय भांडेपट्टेदार वनदंडाच्या वनदंडाच्या
संजय भांडेपट्टेदार
१९९९-०३-०६



मालमत्ता पत्रक

करल-२
१०१४८ ६२/१००
२०२१
मुंबई उपनगर जिल्हा

विभाग/भागे -- हरियाली

सामुहायिक न.भू.अ.घाटकोपर

जिल्हा मुंबई उपनगर जिल्हा

का. क्रम	गट नंबर	प्लॉट नंबर	शेरा	संपत्ती क्रमांक	सामुहायिक संस्थेच्या अर्थसंचालकाच्या स्वाक्षरीत भरण्यात येईल.
क्रमांक का. १६३			शे. सं.		
३५६अ/२१	३५६अ				

दिनांक	व्यवहार	गुंड क्रमांक	नंतरचे पत्रक (धा) पट्टा (धा) क्रमांक (धा)	साक्षी क्रमांक
१६-१२-२०१९	महाराष्ट्र पूर्वाभिमाण मंडळ, मुंबई (मुंबई शहरात अन्वय एरिया डेव्हलपमेंट बोर्ड) यांनी सह दुय्यम निव्वचक युक्ती-४, मुंबई उपनगर जिल्हा यांचेकडील नोंदणीकृत भाडेपट्टा दस्त क्र. ८०६७/२०१४, दिनांक १३-०९-२०१४ अन्वये न.भू.अ.३५६अ/२१ पैकी ७४८ १३ चौ.मी. क्षेत्र फलामवाग नगर निघामावर को.ओ.डी.सो.सि. यांना ६० वर्षासाठी भाडेपट्ट्याने दिलेले भाडेपट्टेदार म्हणून नाव दाखल केले.		भाडेपट्टेदार फलामवाग नगर निघामावर को.ओ.डी.सो.सि. (क्षेत्र ७४८.१३ चौ.मी.)	वे.सं.सं. १: ३१६ घटक सं. १०/१२/२०१९ न.भू.अ.घाटकोपर
	महाराष्ट्र पूर्वाभिमाण मंडळ, मुंबई (मुंबई शहरात अन्वय एरिया डेव्हलपमेंट बोर्ड) यांनी सह दुय्यम निव्वचक युक्ती-४, मुंबई उपनगर जिल्हा यांचेकडील नोंदणीकृत भाडेपट्टा दस्त क्र. १२३३०/२०१९, दिनांक १६-१०-२०१९ अन्वये न.भू.अ.३५६अ-२/१ पैकी १९८.६६ चौ.मी. क्षेत्र श्री. मंगेश दत्ताराम पन्हाळकर व श्री. दत्ताराम गणपत पन्हाळकर यांना ३० वर्षासाठी भाडेपट्ट्याने दिलेले भाडेपट्टेदार म्हणून नाव दाखल केले.		भाडेपट्टेदार १) श्री. मंगेश दत्ताराम पन्हाळकर २) श्री. दत्ताराम गणपत पन्हाळकर (क्षेत्र १९८.६६ चौ.मी.)	वे.सं.सं. १: ३१६ घटक सं. १०/१२/२०१९ न.भू.अ.घाटकोपर

म.भू.अ.घाटकोपर
१६/१२/२०१९
जिल्हा



तयारपणे कारणात -

खरी नकल -

न.भू.अ.घाटकोपर
मुंबई उपनगर

अल कमाक ८४० अल शाल्याची नगण्य २०/१२/२०१९
 मवकलेचा शुल्क १५१०-०० नगण्य तयार तारीख २१/१२/२०१९
 मवकलेची प्रविष्टी श्री. मंगेश दत्ताराम
 लग्नाची शुल्क श्री. मंगेश दत्ताराम व श्री. दत्ताराम गणपत पन्हाळकर
 वगण्य शुल्क ५०-००
 एकूण शुल्क १५६०-०० २१/१२/२०१९

प्रमुख अधिकारी
नगर भूमापन अधिकारी
घाटकोपर

नगर भूमापन अधिकारी
घाटकोपर



Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT
FORM 'C'
[See rule 6(a)]

4	करल-२
१०९४८	७०१००
२०२१	

This registration is granted under section 5 of the Act to the following project under project registration number :
P51800028005

Project: Eastern Groves Phase 1A Plot Bearing / CTS / Survey / Final Plot No.:356 pt at Kurla, Kurla, Mumbai Suburban, 400083;

1. VI Savli Developers Llp having its registered office / principal place of business at *Tahsil: Kurla, District: Mumbai Suburban, Pin: 400083.*

2. This registration is granted subject to the following conditions, namely:-

- ♦ The promoter shall enter into an agreement for sale with the allottees;
- ♦ The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;

The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (i) of sub-section (2) of section 4 read with Rule 5;

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

This registration shall be valid for a period commencing from 25/01/2021 and ending with 31/12/2026 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.

- ♦ The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- ♦ That the promoter shall take all the pending approvals from the competent authorities

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

Signature valid
Digitally Signed by
Dr. Vasan Pramanand Prabhu
(Secretary, MahaRERA)
Date:25-01-2021 12:32:20

Dated: 25/01/2021
Place: Mumbai

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

हमीपत्र

करल-२
१०१४८ ७१ १००
२०२१

आम्ही,

1) लिहून देणार

मा-वीपुत्र सावली डेवलयपती पुत्रपुत्रपी चे आगीदार
श्रामदाय भारती सांगळे

2) लिहून घेणार

जिनेद्र लिखली पीळ
संध्या जिनेद्र पीळ

या हमीपत्राद्वारे सह दुय्यम निबंधक कुली-२ यांना हमी देतो की, सदर दस्तामध्ये नमूद मिळकतीसोबत कोणतेही वाहनतळ (car parking) याची विक्री, हस्तांतरण होत नाही.

दिनांक :- २१/१/२०२१

ठिकाण :- विक्रोळी

1) लिहून देणार

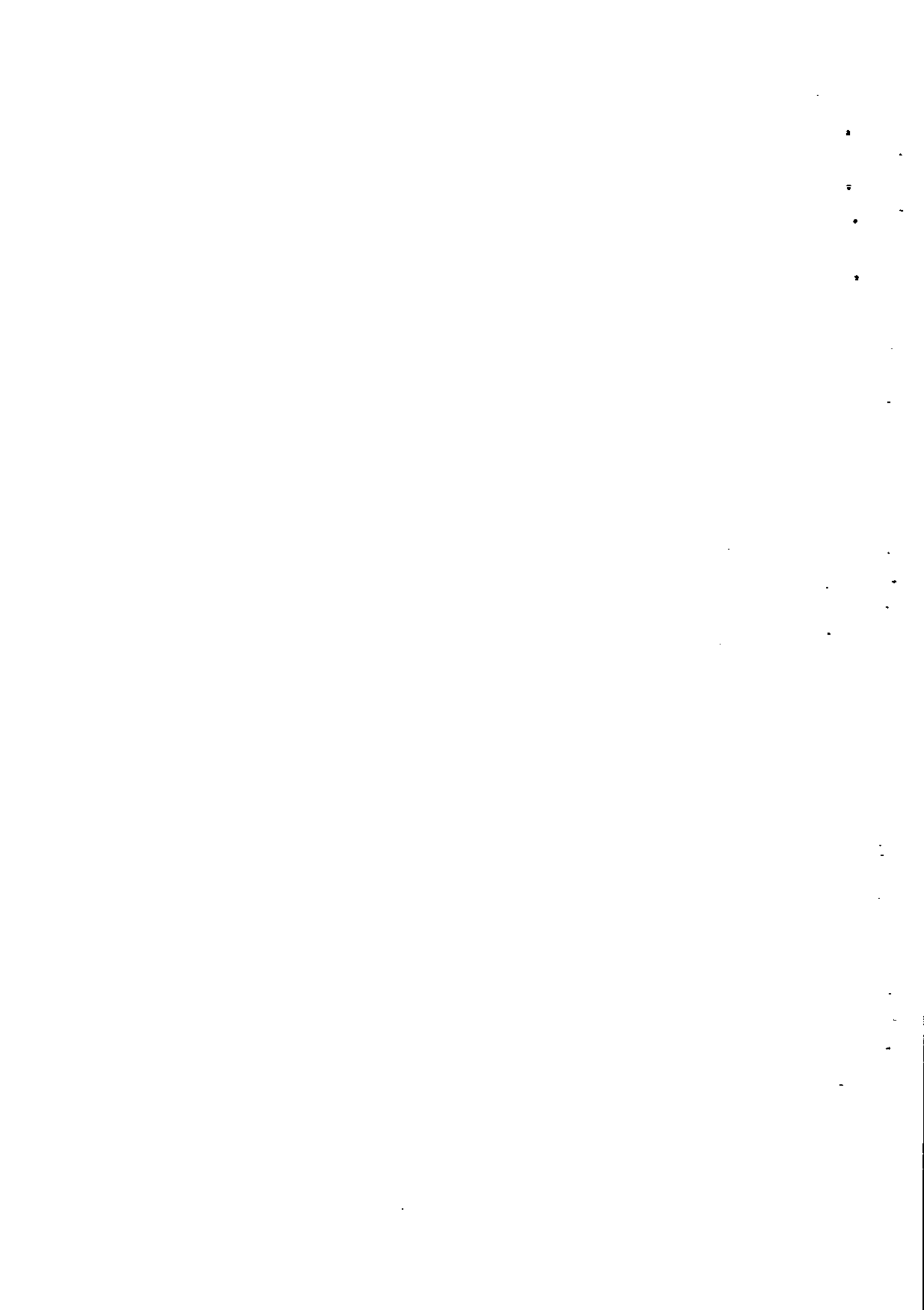
2) लिहून घेणार

सही

सही

SI 1001





370 7667

Wednesday, April 28, 2021

1:21 PM

पावती

Original/Duplicate

नोंदणी क्र. 39M

Regn. 39M

पावती क्र. 8230

दिनांक. 28/04/2021

गावाचे नाव: हरियाली

दस्तऐवजाचा अनुक्रमांक: करत2-7667-2021

दस्तऐवजाचा प्रकार: कुलमुखत्यारपत्र

सादर करणाऱ्याचे नाव: मेसर्स सावली डेव्हलपर्स एलएलपी चे भागीदार रामदेवस नारुती सांगळे

नोंदणी फी

दस्ता हाताळणी फी

पृष्ठांची संख्या: 17

करत-२

1098C/02/1900

202 100.00

340.00

एकूण:

रु. 440.00

आपणास मूळ दस्त. धंवनेल प्रिंट. सूची-२ अंदाजे

1:39 PM ह्या वेळेस मिळेल.

सह दुर्निबंधक कुर्ला २

बाजार मुल्य: रु. 1/-

मोवदला रु. 0/-

भरलेले मुद्रांक शुल्क: रु. 500/-

सह दुर्ब्यम निबंधक (वर्ग-२)

कुर्ला क्र. २

1) देयकाचा प्रकार: DHC रक्कम: रु. 340/-

डीडी: धनादेश पे ऑर्डर क्रमांक: 2704202107365 दिनांक: 27/04/2021

वकेचे नाव व पत्ता

2) देयकाचा प्रकार: eChallan रक्कम: रु. 100/-

डीडी: धनादेश पे ऑर्डर क्रमांक: MH10008033602021221 दिनांक: 27/04/2021

वकेचे नाव व पत्ता

174.

ORIGINAL REGISTERED
DOCUMENT DELIVERED

28 APR 2021

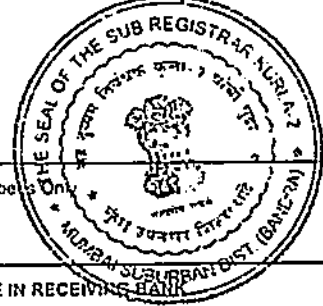
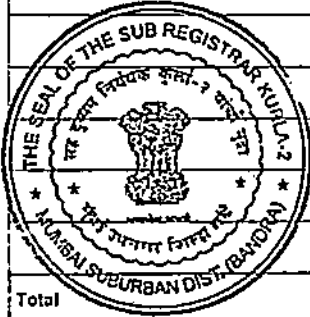




CHALLAN
MTR Form Number-6

करल-२		
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GRN	MH000803360202122E	BARCODE	[Barcode]		Date	27/04/2021-17:35:49	Form ID	48(1)
Department	Inspector General of Registration			Payer Details				
Type of Payment	Stamp Duty			TAX ID / TAN (If Any)				
Type of Payment	Registration Fee			PAN No.(If Applicable)				
Office Name	KRL2_JT SUB REGISTRAR KURLA NO 2			Full Name	MS VL SAVLI DEVELOPERS LLP			
Location	MUMBAI			Flat/Block No.	SHOP NO 2 C WING			
Year	2021-2022 One Time			Premises/Building	SHOP NO 2 C WING			
Account Head Details	Amount In Its.	Premises/Building		Road/Street				
0030045501 Stamp Duty	500.00	Road/Street		STELLA RESIDENCY KANNAMWAR NAGAR 1				
0030063301 Registration Fee	100.00	Area/Locality		VIKHROLI EAST MUMBAI				
		Town/City/District						
		PIN		4 0 0 0 8 3				
		Remarks (If Any)		SecondPartyName=ANIL SHANKAR VICHARE AND OTHER-				
		Amount In		Six Hundred Rupees Only				
		Words		Six Hundred Rupees Only				
Total	600.00	FOR USE IN RECEIVING BANK						
Payment Details	IDBI BANK			FOR USE IN RECEIVING BANK				
Cheque/DD Details		Bank CIN	Ref No.	69103332021042714592		2677365942		
Cheque/DD No		Bank Date	RBI Date	27/04/2021-17:37:03		Not Verified with RBI		
Name of Bank		Bank-Branch		IDBI BANK				
Name of Branch		Scroll No. . Date		Not Verified with Scroll				



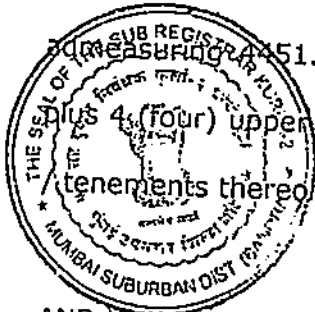
Department ID :
NOTE: This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document
सदर चलन केवल दुय्यम निबंधक कार्यालयस नोदणी करारयाच्या दस्तासारी लागू आहे. नोदणी न करारयाच्या दस्तासारी सदर चलन लागू नाही.

A. S. P. Pargem
Shilpa

We are the Partners of M/S VL SAVLI DEVELOPERS LLP, a partnership firm, (hereinafter referred as a Developers) a construction company undertaking the various projects of development in real estate.

AND WHEREAS

We are re-developing the building known as Kannamwar Nagar Savli Chs Ltd. ALL THAT piece and parcel of land or ground or plot situated and lying underneath and appurtenant to building Nos.156, 161, 162 & 163 and Office Building Nos. 13 & 14 situated at Survey No. 113(Pt) and City Survey No 356 (Part) of Hariyali Village at Kannamwar Nagar, Vikhroli East, Mumbai 400083 within the Registration sub district of Kurla Mumbai Suburban District of Mumbai City, collectively measuring 51.26 Sq. Meters each building consisting of Ground plus 4 (four) upper floors cumulatively containing 160 (One Sixty) tenements thereon through our said company.



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AND WHEREAS We required to sign and/or execute certain Documents, Agreement for sale/ AlterNet accommodation Agreement/ sale deed/ Agreements, Undertaking, rectification/ cancellation/ Declarations, and or any other Papers incidental to the said redevelopment project in the name of the said Partnership firm.

AND WHEREAS due to our preoccupation and other practical difficulties, we are not in a position to attend the Sub-Registrar's office at Kurla Taluka for presenting such Documents, Papers executed by us and to admit execution thereof.

AND WHEREAS therefore, We are desirous of appointing MR. ANIL SHANKAR VICHARE, aged about 46 yrs, residing at Flat No. 303, Matoshrichhya CHS.LTD. Bapusaheb Juvekar Marg, Bhandup (E), Mumbai -400 042, 2. Mr. SURENDRA SHANKAR VICHARE aged

A. Pangam

A. J.

W. Chon

1/1/21

about 51 yrs, residing at Flat No. 304, Sai Milan CHS.LTD. Sector 1, Ghansoli Navi Mumbai, as our constitute Attorney to attend the office of the Sub-Registrar of Assurances Kuria Taluka and admit the

9098C	0001900	execution of the documents that are or may be executed by us in any capacity as Partnership of the said firm.	
2029		02020	4 90
NOW KNOW YE AND ALL THESE PRESENTS		WITNESSEETH	

THAT We, do here by jointly and severally appoint nominate, Constitute MR. ANIL SHANKAR VICHARE and SURENDRA SHANKAR VICHARE, to be our true and lawful Attorney in capacity as Partnership of the said firm in our name and on our behalf, (hereinafter for brevity's sake referred to as "our said Attorneys") to act for the purpose expressed hereunder that is to say

1. To present and lodge in the office of the Sub-Registrar of Assurances at Kuria taluka and /or elsewhere in the state of Maharashtra as the case may be for registration of all documents,

Undertakings, Agreements, Declarations, Papers of the said Partnership firm from time to time and to admit execution of all documents and to do all acts, deeds, matters and things necessary for effective registering the said documents, Undertakings, Agreements, Agreement for sale/ sale deed/deed of cancellation, rectifications confirmations, Declarations, AlterNet accommodation and Papers.

2. We hereby authorize our said Attorneys to present for Registration and admit execution on us as Partnership of said firm.
3. And we do hereby agree to rectify and confirm all and whatsoever our said Attorneys shall do or purport to do or cause to be done by virtue of these presents.

H. Pangam

A. S.

A. S.

A. R. Sanku

W. Chao
V. Chao

