

Mowed for  
वसुधैव कुटुम्बकम् 1972

Stall Manu

Sri. Kamal Dharma JI

पावती

Original/Duplicate

mob 9167219692

Tuesday, May 07, 2024

2:55 PM

नोंदणी क्र. :39म

Regn.:39M

पावती क्र.: 10438

दिनांक: 07/05/2024

गावाचे नाव: कांजुर

दस्तऐवजाचा अनुक्रमांक: करल4-9728-2024

दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: धर्माजी व्ही.एस. श्रीकांत

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2000.00

पृष्ठांची संख्या: 100

एकूण:

रु. 32000.00

मुळ दस्त परत मिळाला

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

3:15 PM ह्या वेळेस मिळेल.

बाजार मुल्य: रु.2788910.85/-

मोबदला रु.3250894/-

भरलेले मुद्रांक शुल्क : रु. 195100/-

सह दु.निबंधक/कुर्ला - 4

मुळ दस्त परत मिळाला

सह दुय्यम निबंधक वर्ग-२  
कुर्ला-४, मंडई उपखण्ड जिल्हा

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0524060016147 दिनांक: 07/05/2024

बँकेचे नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH001550608202425E दिनांक: 07/05/2024

बँकेचे नाव व पत्ता:



07/05/2024

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. कुर्ला 4

दस्त क्रमांक : 9728/2024

नोंदणी :

Regn:63m

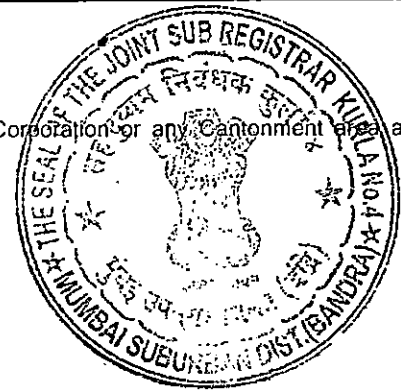
गावाचे नाव : कांजूर

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	3250894
(3) बाजारभाव (भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	2788910.85
(4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: मुंबई मनपा इतर वर्णन : सदनिका नं: 2004, माळा नं: 20 वा मजला, इमारतीचे नाव: मॅरेथॉन निओस्काईस, बी-विंग, ब्लॉक नं: यशवंतचंदजी सावंत विद्यामंदिरच्या समोर, रोड : उत्कर्ष नगर रोड, भांडुप-पश्चिम, मुंबई-400078, इतर माहिती: सदनिका क्षेत्र 18.30 चौ.मी. कारपेट (रेरा प्रमाणे). PUI: SX0905950110000 ( ( C.T.S. Number : 31 pt, 31/B, 32, 32/1 To 3, 33-pt, 34 ; ) )
(5) क्षेत्रफळ	1) 18.30 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:- सुयोग डेव्हलपर्स यांच्यावतीने सिनियर मॅनेजर आणि अधिकृत व्यक्ती श्री: दवारकानाथ के. राव यांच्यावतीने कुलमूखत्यार म्हणून दिपक पट्टेनियक वय:-38; पत्ता:- प्लॉट नं: 4, माळा नं: तळमजला, इमारतीचे नाव: सी-विंग, रवि अपार्टमेंट, ब्लॉक नं: मुलुंड-पश्चिम, रोड नं: एस.एल.रोड, मुलुंड-पश्चिम, मुंबई-400080 -- ( AAMFS8354H), महाराष्ट्र, MUMBAI. पिन कोड:-400080 पॅन नं:-
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:- धर्माजी व्ही.एस. श्रीकांत वय:-35; पत्ता:- प्लॉट नं: 301, माळा नं: -, इमारतीचे नाव: एच 33 विल्डिंग, ब्लॉक नं: -, रोड नं: ग्लोबल सिटी, विरार-पश्चिम-401303 (AYWPD1281G), महाराष्ट्र, THANE. पिन कोड:-401303 पॅन नं:- 2): नाव:- धर्माजी व्यंकट शेषा राघवेंद्र राव वय:-37; पत्ता:- प्लॉट नं: 301, माळा नं: -, इमारतीचे नाव: एच 33 विल्डिंग, ब्लॉक नं: -, रोड नं: ग्लोबल सिटी विरार-पश्चिम-401303 (BCIPR3801H), महाराष्ट्र, ठाणे. पिन कोड:-401303 पॅन नं:-
(9) दस्तऐवज करून दिल्याचा दिनांक	04/05/2024
(10) दस्त नोंदणी केल्याचा दिनांक	07/05/2024
(11) अनुक्रमांक, खंड व पृष्ठ	9728/2024
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	195100
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेरा	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

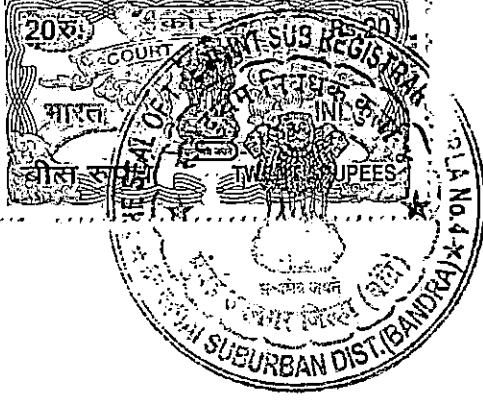
मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :

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



1	DHARMAJI V S SRIKANTH AND OTHER	eChallan	69103332024050314613	MH001550608202425E	195100.00	SD	0000954103202425	07/05/2024
2		DHC		0524060016147	2000	RF	0524060016147D	07/05/2024
3	DHARMAJI V S SRIKANTH AND OTHER	eChallan		MH001550608202425E	30000	RF	0000954103202425	07/05/2024

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



सह दुय्यम निबंधक वर्ग-२  
कुर्ला-४, मुंबई उपनगर जिल्हा

Valuation ID 202405069036

करल 4

मूल्यांकनाचे वर्ष 2024  
 विल्हा मुंबई (उपनगर)  
 मूल्य विभाग 120-कांबूद - कुर्ला  
 उप मूल्य विभाग भूभाग: एल.बी.एस.मार्गाच्या पश्चिमेकडील सर्व मिळकती.  
 सर्वे नंबर /न. प. क्रमांक: सि.टां.एस्. नंबर#31

वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.	कार्यालय	दुकाने	अंशद्वारांक	मांडवभाषणाचे एकक
शुद्धी जमीन 60030	निवासी सवनीका 125950	144840	163200	चौगट मॉटर

बांधीव क्षेत्राची माहिती  
 बांधकाम क्षेत्र (Built Up)- 20.13 चौसर मॉटर मिळकतीचा वाग- निवासी मर्यादक मिळकतीचा प्रकार- बांधीव  
 बांधकामाचे वर्गीकरण- 1-आर सी सी मिळकतीचे घय- 0 TO 2वें बांधकामाचा दर - Rs.30250/-  
 उदयाहन सुविधा- आहे भजला - 11th floor To 20th floor  
 मूल्या सन्मुख -  
 Sale Type - First Sale  
 Sale/Resale of built up Property constructed after circular dt.02/01/2018

भजला निहाय घट/वाढ = 110% apply to rate= Rs.138545/-

घसा-यानुसार मिळकतीचा प्रति चौ. मॉटर मूल्यदर. = ((वार्षिक मूल्यदर - मूल्या त्रिमितीचा दर ) \* घसा-यानुसार टक्केवारी ) + मूल्या त्रिमितीचा दर )  
 = ( ( 138545-60030 ) \* ( 100 / 100 ) ) +60030 )  
 = Rs.138545/-

A) शुद्ध मिळकतीचे मूल्य = वरील प्रमाणे मूल्य दर \* मिळकतीचे क्षेत्र  
 = 138545 \* 20.13  
 = Rs.2788910.85/-

Applicable Rules = .10,4

एकत्रित अंतिम मूल्य = शुद्ध मिळकतीचे मूल्य + गळगळेचे मूल्य - वसतीचे घटना क्षेत्र मूल्य + नामन्या गळगळेचे मूल्य + खोला गळगळेचे मूल्य + अंतिम घातन तळाचे मूल्य + मूल्या त्रिमितीचा घातन तळाचे मूल्य + इतरही भोवतीच्या मूल्या जागेचे मूल्य + अंतिम घातकती - पॅरिफेरल घातनतळ  
 = A + B + C + D + E + F + G + H + I + J  
 = 2788910.85 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0  
 = Rs.2788910.85/-

Print

करल ४  
 २०२४ १ १००

सह दुय्यम निबंधक वर्ग-२  
 कुर्ला-४, मुंबई उपनगर जिल्हा



Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 0523060016147	Date 06/05/2024
Received from Suyog Developers, Mobile number 9819577422, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office Joint S.R. Kurla 4 of the District Mumbai Sub-urban District.	
Payment Details	
Bank Name SBIN	Date 06/05/2024
Bank CIN 10004152024050615264	REF No. 449376869013
This is computer generated receipt, hence no signature is required.	

करल ४		
६०२८	२	१००
२०२४		





CHALLAN  
MTR Form Number-6



GRN	MH001550608202425E	BARCODE	[Barcode]		Date	03/05/2024-18:58:30	Form ID	25.2
Department				Inspector General Of Registration				
Type of Payment				Stamp Duty Registration Fee				
Office Name				KRL4_JT SUB REGISTRAR KURLA NO 4				
Location				MUMBAI				
Year				2024-2025 One Time				
Account Head Details				Amount In Rs.				
0030045501 Stamp Duty				195100.00				
0030063301 Registration Fee				30000.00				
Flat/Block No.				B 2004 MARATHON NEOSKIES OPP				
Premises/Building				YASHWANT CHANDJI SAWANT SCHOOL				
Road/Street				UTKARSH NAGAR RD VILL KANJUR BHANDUP WEST				
Area/Locality				MUMBAI				
Town/City/District								
PIN				4 0 0 0 7 8				
Remarks (If Any)				PAN2=AAMFS8354H-SecondPartyName-SUYOG DEVELOPERS-CA=3250894 करल ४ २०२४ ३ १०० २०२४				
Total				2,25,100.00				
Payment Details				IDBI BANK				
Cheque/DD No.				FOR USE IN RECEIVING BANK				
Name of Bank				IDBI BANK				
Name of Branch				KURLA				
Bank CIN				69103332024050314619				
Ref. No.				741469287				
Bank Date				03/05/2024-19:05:58				
RBI Date				Not Verified with RBI				
Scroll No. , Date				Not Verified with Scroll				

Department ID :

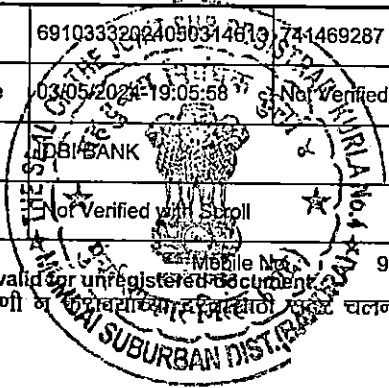
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सधर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्त्यासाठी लागू आहे. नोंदणी न करता वयाच्या दस्त्यासाठी लागू चलन लागू नाही.

Mobile No. 9167719692

*[Handwritten mark]*

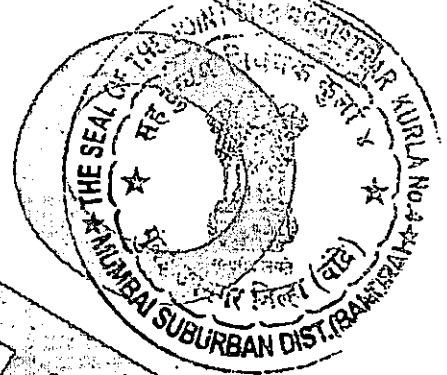
*D. Srinivas*

*D. Raghavender*





करल ४		
२०२४	४	१००
२०२४		



### AGREEMENT FOR SALE

THIS AGREEMENT ("this Agreement") is made at Mumbai this 4<sup>th</sup> day of May 2024

### BETWEEN

**M/S. SUYOG DEVELOPERS**, a Partnership Firm, registered under the Partnership Act, 1932, having its Principal Place of business at A, Ground Floor, C-Wing, Ravi Apartment, S.L. Road Mulund (West), Mumbai-400 080, and holding Permanent Account No.AAMFS8354H, hereinafter called "**the Promoter**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include the partners for the time being of the said firm, the last survivor of them, the heirs, executors administrators of the last survivor of them and his/her/their/its assigns) of the **One Part;**

### AND

**Mr. Dharmaji V.S. Srikanth, Mr. Dharmaji Venkata Sesha Raghavendra Rao**, residing/having addresses at Flat no. 301, H 33 Building, Global city, Virar West- 401303, Maharashtra hereinafter called "**the ALLOTTEE**" (which expression shall in the case of individuals mean and include the female gender and the plural, and unless it be repugnant to the context or meaning thereof his/her/their respective heirs executors administrators and permitted assigns, and in the case of a partnership firm the partners for the time being thereof, the survivors or last survivor of them and the heirs, executors and administrators of the last survivor of them and his/her/their/its permitted assigns, and in the case of a Company/Society/ Limited Liability Partnership its successors and permitted assigns, and in all cases all persons claiming by under or through such Allottee, including his/her/their/its successors-in-interest) of the **Other Part:**



**WHEREAS:**

- A. Prior to 25<sup>th</sup> February 2012, one Rajiv Banwarilal Gupta, Krishan Harbanslal Gupta, Punit Pyarelal Gupta and Munish Pyarelal Gupta were jointly the owners of lands bearing Survey No.125(part), CTS No.31/B admeasuring 4488.2 sq.mtrs. of Village Kanjur, Taluka Kurla, District Mumbai Suburban.
- B. By a Deed of Conveyance dated 25<sup>th</sup> February, 2012 registered with the office of Sub-Registrar of Assurance at the Bandra-13 under Serial No. 2521 of 2012, the said Rajiv Banwarilal Gupta & 3 Ors. sold transferred and conveyed to the Promoters a portion out of the larger land belonging to them bearing Survey No.125 Part, CTS No.31B, being a portion admeasuring 652.5 sq.mtrs. together with the structures known as Shiv Sai Society standing thereon situated at Utarksha Nagar for the consideration and in the manner therein set forth and recorded.
- C. Pursuant to such Conveyance, the 7/12 Extract in respect of Survey No.125 has been carved into portions, the portion bearing Survey No.125, Hissa No.1/3 comprising the lands forming the subject matter of the above Conveyance has thereupon been entered in the 7/12 extracts in the name of the Promoters viz. Messrs. Suyog Developers as evidenced by Mutation Entry No. 1059.
- D. Prior to 1<sup>st</sup> August 2011, one Pratapsinh Shoorji Vallabhdas & 15 Ors. were owners of large lands, including lands bearing Survey No.123 (part), CTS Nos.32, 32/1 to 32/3, 33 and 34, all of Village Kanjur, Taluka Kurla, District Mumbai Suburban.
- E. By a Deed of Conveyance dated 1<sup>st</sup> August 2011 registered in the office of Sub-Registrar of Assurances at the Kurla-3 under Serial No.BDR-13/8052 of 2011, read with Deed of Rectification dated 31<sup>st</sup> December 2011 registered in the office of Sub-Registrar of Assurances at the Bandra under Serial No.BDR-3186 of 2012, the said Pratapsinh Shoorji Vallabhdas & 15 Ors. as Vendors of the First Part sold, and one Matrix Waste Management Pvt. Ltd. as Confirming Party of the Second Part confirmed unto the Promoters lands bearing Survey No.123 Part, corresponding to CTS Nos.32, 32/1 to 3, admeasuring 669.01 sq.mtrs., CTS No.33(part) admeasuring 3349.84 sq.mtrs. and CTS No.34 admeasuring 38.90 sq.mtrs. for the consideration and in the manner therein set forth and recorded.
- F. Pursuant to the above Conveyance, the 7/12 Extract in respect of the said Land bearing Survey No.123 has been carved into portions, the portion assigned Survey No.123, Hissa No.2 forming the subject matter of the above Conveyance has thereupon been entered in the names of the Promoters, viz. Messrs. Suyog Developers as evidenced by Mutation Entry No.1052.
- G. Out of the lands described First Schedule hereunder written, the Promoter is implementing Slum Rehabilitation Scheme on the portion of the land (i)admeasuring 572.50 sq.mtrs. bearing CTS No.31/B, corresponding to Survey No.125/1/3, (ii) admeasuring 663.20 sq.mt. bearing CTS No.32, 32/1 to 3 corresponding to Survey No.123/2, (iii) admeasuring 2013.40 sq.mtrs. bearing CTS No.33(Pt) corresponding to Survey No.123/2 and (iv) admeasuring 38.90 sq.mt. bearing CTS No.34 corresponding to Survey No.123/2 of Village Kanjur, Taluka Kurla, District Mumbai Suburban (heremafter referred to as the "said Larger Land") and more particularly mentioned in **First Schedule** hereunder written.
- H. By a Slum Notification bearing no. SLM/1076/5280/G dated 16<sup>th</sup> September, 1976 the Survey No.125 was declared as Slum Area under the provisions of section 4-A of the Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971

the Deputy Collector (Enc) Kurla-I and Competent Authority directed that no persons shall erect any building on Survey No.123, CTS No. 34 and Survey No.125, CTS No.31 except without the previous permission in writing from the Competent Authority.

K. By a Slum Notification bearing reference no. SRA /Uji /E.S /3C / Notification /Shiv Sai 2016/367 dated 22<sup>nd</sup> December, 2016 issued by the Chief Executive Officer, Slum Rehabilitation Authority, the CTS. No.33(Pt.), Survey No.123, Hissa No.2 admeasuring 54,199 sq.mtrs. is declared as Slum Rehabilitation Area under the provisions of Section 3C (1) of Slum Act.

The Promoters have after obtaining the consent of the eligible occupants of the slum colony/ten standing on the Larger Land got sanctioned from the Slum Rehabilitation Authority a scheme of redevelopment of the Larger Land under the Slum Rehabilitation Scheme thereon vide Letter of Intent issued by the Slum Rehabilitation Authority bearing No.SRA/ENG/2823/S/PL/LOI dated 6<sup>th</sup> November 2017, in terms whereof they would lay out a portion of the rear portions of the Larger Land a Rehab Building to accommodate the eligible occupants under the Scheme and on the portion of the front portions of the Larger Land abutting the municipal road another building of two Wings comprising of Premises/Apartments intended for sale to third parties to be called **MARATHON NEOSKIES** ("Sale Building"), as presently envisaged construction to the extent of approx. 1892.67 sq.mtrs. availing on account of the Scheme but not capable of being used on the Larger Land is permitted to be transferred in the nature of Development Rights Certificate (DRC). The copy of the LOI dated 6<sup>th</sup> November 2017 is annexed hereto and marked as **Annexure "3A"**.

M. The SRA issued IOA for the Sale Building dated 26<sup>th</sup> July, 2018. The copy of the IOA dated 26<sup>th</sup> July, 2018 is annexed hereto and marked as **Annexure "3B"**. The copy of the Amended IOA is annexed hereto as **Annexure "3C"**.

N. The details of Commencement Certificate and further revised/amended approvals in respect of the Sale Building is mentioned in the **Annexure "4"**. The copy of the Commencement Certificate is annexed hereto as **Annexure "4A"**.

O. The details of mortgage or lien or charge on the Larger Land/said Project Land are mentioned in **Annexure "7"** annexed hereto.

P. The Promoters have in the course of and for the purpose of the Scheme submitted and got approved from the Slum Rehabilitation Authority vide No.S/PVT/0122/20150526/LAY dated 31<sup>st</sup> August 2018 a Layout / sub-division of the said Larger Land into plots on the terms and conditions registered under No.KRL3-99162018 dated 21<sup>st</sup> August 2018; in terms of the Layout/Sub-division, the rear portion of the said Larger Land is carved as Sub-Plot "B", the front portion of the Larger Land abutting the Municipal Road and is carved as Sub-Plot "A" ("**said Project Land**"), further a portion serving as a internal road serving Sub-Plot A and Sub-Plot B is carved as Sub-Plot "C" and a portion forming part of Road Set-back (and liable to be handed over to the Municipal Corporation of Greater Mumbai) is carved as Sub-Plot "D".

Q. The portion of the said Larger Land comprised in Sub-Plot D is liable to be handed over to the Municipal Corporation, and the benefit accruing in lieu thereof is to be utilized on Sub-Plot A.

*Handwritten signature/initials*

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R. The Rehab Building to be constructed under the Scheme by the Promoter on Sub-Plot "B" is proposed to be of ground and upto 23 upper floors and the Promoters has got building plans sanctioned upto 20<sup>th</sup>(Part) upper floors, from the Slum Rehabilitation Authority, and the Promoters are constructing the Rehab Building on Sub-Plot B pursuant to such sanctioned plans.

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S. The Promoter has proposed the Sale Building known as 'Marathon Neoskies' ("said Building") to be constructed by them on land admeasuring 547.02 square meters being the portion of the Project Land ("said Land") and is more particularly specified in the **Secondly** in the **Second Schedule** hereunder written and is comprising of two wings and is proposed as a "Real Estate Project" by the Promoter and has been registered as a 'Real Estate Project' to be known as "Marathon Neoskies" ("the Real Estate Project") with the Real Estate Regulatory Authority ("Authority") under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("RERA") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("RERA Rules"). The description of the said Building/Real Estate Project is mentioned in the Annexure "8" annexed hereto. The Authority has duly issued the Certificate of Registration No.P51800018106 ("RERA Certificate") for the Real Estate Project. The details of the RERA Certificate is more particularly mentioned in Annexure "8" hereto. A copy of the RERA Certificate are annexed and collectively marked as Annexure "11" hereto.

T. The Promoter has presently got building plans sanctioned for construction of the said Building/Real Estate Project as more particularly mentioned in Annexure "8" annexed hereto. The Promoter is proposing to construct upper floors above the Sanctioned Floor of the said Building, resulting in an overall height of 70 mts. or above of the said Building and/or as per the full available potential.

U. The Promoter would sell the various Premises/Apartments comprised in the Sale Building/Real Estate Project to be constructed/nor under construction on the said Project Land to interested persons on 'ownership' basis.

V. The Allottee has expressed a desire to acquire Premises/Apartment more particularly mentioned **Third Schedule** and also Annexure "10" (hereinafter referred to as the "said Premises"), being constructed by the Promoter on the said Land, and the Promoter has explained to the Allottee that the acquirers of Premises/Apartments in the said Building shall have no claim to any part of Sub-Plot B; such acquirers of Premises/Apartments in the Sale Building shall limit their claims only to the Premises/Apartments agreed to be acquired by them and the land underneath the building in which the Premises/Apartment is comprised to the extent referred to herein and shown on the plan, Annexure "9" hereto.

W. The Allottee/s has/have, prior to the date hereof, examined a copy of the RERA Certificate and has/have caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Allottee/s has/have agreed and consented to the development of the said Land/said Project Land/said Larger Land. The Allottee/s has/have also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.

amalgamate and/or sub-divide various layouts with the layout as furnished for the development of the said Larger Land. The Allottee/s has/have examined the layout and has confirmed that any amendment to the layout of the said Larger Land or any part thereof at any time in future, whether by way of amalgamation or sub-division and/or in any manner whatsoever, shall be permissible and the nature of the scheme and the development to be undertaken by the Promoter would be required and shall not be objected to by the Allottee/s individually or jointly with others.

The rights retained by the Promoter under this Agreement in terms of exploitation of the present and future development rights with respect to the said Larger Land shall continue even after the execution of this Agreement or after the vesting of the said Land/ said Project Land, Building or Wing or any part thereof in favour of the Society.

The vesting of the said Land/ said Project Land/ said Larger Land, building or wing or any part thereof in favour of the Society shall be in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016 ("RERA") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("MAHA RERA Rules"). It is specifically clarified that the rights over unsold units/Premises and unallotted car parks shall be exclusively with the developer/promoter even after any land / building / wing or any part thereof has been vested in favor of the society and the same shall be governed by provisions of RERA and MAHA RERA Rules.

AA. Copy of the Title Certificate dated 14<sup>th</sup> February, 2019 and Addendum to Title Certificate dated 18<sup>th</sup> July, 2019 issued by Adv. Prasanna Tare certifying the right/ entitlement of the Promoter is annexed hereto and marked as **Annexure "6"** and **Annexure "6A"** ("Title Certificate").

BB. The Allottee/s enters into this Agreement after seeking legal advice on the various clauses and the rights retained by the Promoter under this Agreement.

CC. Pursuant to the sanctioned plans as amended from time to time, the Promoter has commenced construction on the said Land of the said Building, as may be sanctioned by the concerned authorities from time to time in accordance with the building rules and regulations and such other laws, rules and regulations as may be in force at present and/or at any time hereafter and also subject to such terms and conditions as may be imposed by the Competent Authority. The Sanctioned Layout is delineated in red colour boundary in the Layout Plan annexed hereto as **Annexure "2"**.

DD. The Promoter has also informed the Allottee/s and the Allottee/s is/are aware that:

i. Presently plan for the said Building has been approved as more particularly mentioned in **Annexure "8"** annexed hereto.

ii. The Promoter is proposing to construct upper floors above the Sanctioned Floor of the said Building, resulting in an overall height of 70 meters or above of the said Building and/or as per the full potential available.

iii. The Basement/Lower ground (proposed) and Upper ground (proposed) shall comprise of commercial premises.

EE. The Allottee/s is/are informed and is/are aware that there will be common Entry and Exit for the said Larger Land. The Allottee/s of Rehab Building and Sale Building in

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the said Larger Land together with the contiguous development shall share these common Entry and Exit gates/space.

FF. The Allottee/s is/are informed and is/are aware that there shall be a common recreation space for the said Larger Land and that the recreational space shall be shared by the allottee/s of Rehab Building and the said Building to be constructed on the said Larger Land.

GG. The Allottee/s is/are aware and informed that the Promoter is proposing to develop the said Larger Land in a phase-wise manner and the Allottee/s is/are also aware and informed that the Promoter may propose some amendments in the sanctioned plans, layout plans and the building plans in respect of the said Project Land and/or said Land and/or the Larger Land. The Allottee/s has/have perused and/or been provided with copies of sanctioned plans for the development of the said Project Land and the Larger Land. The Promoter, at his option, may decide to subsequently or simultaneously develop the adjoining lands and may amalgamate with the Larger Land and/or to amalgamate/further sub-divide inter-alia the said Larger Land with the other portion of the Land which may result in the amendments and/or revisions and/or modification of the sanctioned plans and the Building Plans and/or the re-location of the recreations and amenities without affecting the location, area or dimension of the said Premises/Apartment. However, the aggregate recreational space and earnings for the Larger Land shall remain unchanged.

HH. The Promoter may amalgamate and/or sub-divide various layouts with the layout as furnished for the development of the said Larger Land. The Allottee/s has/have examined the layout and has/have confirmed that any amendment to the layout of the said Larger Land or any part thereof at any time in future, whether by way of amalgamation or sub division and/or in any manner whatsoever, shall be permissible and the nature of the scheme and the development to be undertaken by the Promoter would be required and shall not be objected to by the Allottee/s individually or jointly with others.

II. The Promoter shall hand over the Public amenity which is more particularly shown in Blue colour in the Layout Plan annexed hereto as Annexure "2" to the concerned authority. The portion of the Project Land left over after handing over the stipulated percentage if any, to the MCGM or statutory authority only would be available for transferring to the Society.

JJ. The nature of development of the said Larger Land will be phase wise and would constitute a mixture of users as may be permissible under applicable law from time to time.

KK. The Promoter would be entitled to aggregate any contiguous land parcel with the development of the Larger Land, as provided under the Proviso to Rule 4(4) of the RERA Rules. Accordingly, the Promoter is under the process of acquiring the contiguous land to the Larger Land which shall then form the part of the said Larger Land.

LL. The Promoter is entitled to amend, modify and/or substitute the Proposed Future and Further Development of the Larger Land (defined below), in full or in part, as may be required by the applicable law from time to time.

MM. The Promoter has given to the Allottee inspection of the documents relating to the Larger Land and the plans designs and specifications prepared by the Promoters'

(iv) The authenticated copy of the Sanctioned Floor Plan of the said Premises/Apartment, is annexed and marked as Annexure "9" hereto.

NN. The Promoter has entered into a standard agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

OO. The Promoters have appointed Structural Engineer for the preparation of the structural design and drawings of the building and the Real Estate Project shall be under the professional supervision of the Architect and the structural Engineer (or any suitable replacements/substitutes thereof) till the completion of the Real Estate Project.

PP. The Promoter is the owners of the Larger Land and by virtue of the Slum Rehabilitation Scheme sanctioned by the Slum Rehabilitation Authority have the sole and exclusive right to sell Premises/Apartments in the said Real Estate Project under construction by the Promoters on the said Land, and to enter into Agreements with allottee(s) of the Premises/Apartments and to receive the sale consideration in respect thereof.

QQ. The carpet area of the said Premises/Apartment as defined under the provisions of RERA, is as more particularly specified in Annexure "10" ("Premises and Transaction Details"). For the sake of clarity the Carpet Area as per RERA and the Carpet Area is as defined below:-

The Carpet Area (as per RERA) means the net usable floor area of an Premises/Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Premises/Apartment.

Explanation — For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an Premises/Apartment, meant for the exclusive use of the allottee; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an Premises/Apartment, meant for the exclusive use of the Allottee.

RR. The Promoters have obtained approvals from the Slum Rehabilitation Authority to the plans of the said Real Estate Project and shall obtain further approvals from the concerned authorities from time to time.

SS. The Promoters accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans and amended proposed plans, approvals and permissions, as referred hereinabove.

TT. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

UU. The Promoter has agreed to sell to the Allottee/s and the Allottee/s has/have agreed to purchase and acquire from the Promoter, the said Premises/Apartment, at or for the consideration as more particularly specified in the Annexure "10" ("Premises and Transaction Details") and upon the terms and conditions mentioned in this Agreement ("Sale Consideration"). Prior to the execution of these presents, the Allottee/s has/have paid to the Promoter part payment of the Sale Consideration of the

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Premises/Apartment agreed to be sold by the Promoter to the Allottee/s as advance payment (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) as has been more particularly specified in Annexure "1".

VV. Under Section 13 of the said Act the Promoters are required to execute a written Agreement for Sale of the said Premises/Apartment with the Allottee, being in fact these presents, and to also register the same under the Registration Act, 1908.

WW. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to sell and the Allottee/s hereby agrees to purchase and acquire, the Premises/Apartment.

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

1. The Recitals, Annexures and Schedules in and to the Agreement shall form an integral part of the Agreement.
2. The Promoters shall construct and complete said Building/Real Estate Project comprising of two Wings, "A" and "B" on the said Land being portion of the Project Land more particularly described **Secondly** in the **Second Schedule** hereunder written and shown marked in the layout plan annexed hereto and marked Annexure "2" in accordance with the Scheme disclosed in the recitals herein and in accordance with the building plans sanctioned by the Slum Rehabilitation Authority (being the designated Planning Authority). The description of the said Building/Real Estate Project, as mentioned in the Annexure "8" annexed hereto.
3. The Promoters record and declare that save and except for the parking and such rights have been acquired by the Allottee from the Promoters), the Promoters have not claimed or charged any amount towards or on account of the common areas and facilities, and the right to use, occupation and enjoyment of the common areas and facilities shall accrue to the Allottee jointly with other allottees of Premises/Apartments in the said Building, by reason of and on completing the purchase of the said Premises/Apartment from the Promoters in the manner provided in this Agreement.
4. **CONSTRUCTION:**

- (i) The Promoter shall construct the Real Estate Project/Building in accordance with the plans, designs and specifications as referred hereinabove, and as may be approved by the concerned authority or any other appropriate approving authority from time to time. The details of the Real Estate Project are specified in Annexure "8" hereunder written ("**Larger Land and Real Estate Project Details**"). The said Building shall have the common areas, facilities and amenities that may be usable by the Allottee/s and are listed in the **Fifth Schedule** hereunder written.

Provided that the Promoters shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the Premises/Apartment of the Allottee/s in its area location or shape, except any alteration or addition required by any Government authorities or due to change in law /DC Rules and regulations and new DC Rules and Regulations, or, any change as contemplated by any of the disclosures already made to the Allottee/s. The Allottee/s however covenants with the Promoters that no such consent of the Allottee/s shall be required for the Promoters to effect any modification, variation or amendment in the plans of the other

acknowledges that the Promoter will be entitled to develop the said Larger Land as per the said Layout Plan and undertake the proposed future development as shown therein and make necessary applications to all concerned authorities and obtain all necessary approvals and permission and undertake all necessary acts, deeds, matters and things required for the purpose. The Promoter will accordingly be entitled to submit applications and obtain approvals for all building plans and other plans for carrying out the Proposed Future Development shown in the Layout Plan.

The Proposed Future Development is tentative and the Promoter will be entitled to make changes thereto from time to time as required by the concerned Authorities/Law.

#### 5. PURCHASE OF THE PREMISES AND SALE CONSIDERATION:

- (i) The Allottee/s hereby agrees to purchase and acquire from the Promoter, and the Promoter hereby agrees to sell to the Allottee/s, the said Premises/Apartment for the Sale Consideration as more particularly specified in the Annexure "10" ("Premises and Transaction Details"). The entire details in respect of the said Premises/Apartment including the carpet area in square meters as per the provisions of RERA, floor of Building, consideration value of the Premises/Apartment is as more particularly specified in the Annexure "10" ("Premises and Transaction Details"). The said Premises/Apartment is shown in the Sanctioned Floor Plan annexed and marked as Annexure "9" hereto.
- (ii) The Allottee/s has/have paid before execution of this Agreement an amount more particularly specified in the Annexure "10" annexed hereto as part payment of the sale consideration and hereby agrees to pay to the Promoter the balance amount of Sale Consideration as per the payment schedule is more particularly specified in the Annexure "10". The Receipt of the amounts paid by the Allottee/s to the Promoter has been annexed hereto as Annexure "1".
- (iii) In accordance with the progress of construction of the said Building/Real Estate Project by the Promoter and the issuance by the Promoter to the Allottee/s of notice intimating the Allottee/s about the stage-wise completion of the said Building/Real Estate Project as detailed in the payment schedule (the payment at each stage is individually referred to as "the installment" and collectively referred to as "the installments"). The payment of the Installments shall be made by the Allottee/s within 15 (fifteen) days of the Promoter making a demand for the payment of the respective installment, time being of the essence. Notwithstanding to whatever mentioned in this Agreement, the Allottee/s agrees and undertakes to make the payment of the entire balance Sale Consideration amount / all the balance payment slabs mentioned in the Payment Schedule on receiving Part Occupation Certificate/Occupation Certificate in respect of the said Premises without any objection or demurr.
- (iv) U/s.194-IA of Income Tax Act, 1961, the Allottee/s is/are required to deduct the TDS on the Sale Consideration amount and on Other Charges as per applicable laws/rules/regulations. The Allottee/s shall pay the applicable TDS to the concerned government account and submit Form 16B and/or such other proof of payment of TDS to the Promoter within 7 (seven) days.

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(v) It is clarified that Sale Consideration shall be payable by the Allottee/s by depositing in the Bank Account for the Real Estate Project, the details of the Bank Account are more particularly specified in the Annexure "10" ("Premises and Transaction Details") is annexed hereto and the same shall be used by the Promoter as per the provisions of RERA and MHA BERA Rules.

(vi) The Sale Consideration excludes taxes (consisting of tax paid or payable by way of Property Tax, CGST and SGST, TDS and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to, the Premises/Apartment and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) CGST and SGST, TDS and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the sale Premises/Apartment, shall be borne and paid by the Allottee/s alone and the Promoter shall not be liable to bear or pay the same or any part thereof. Further details about the total taxes to be paid by the Allottee/s for his/her Premises/Apartment is as specified in the Annexure "10" ("Premises and Transaction Details") annexed hereto.

(vii) If the Allottee/s enters into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, in the same manner detailed in Clause No.5(ii) above and in accordance with the payment schedule more particularly specified in Annexure "10" and as mentioned in this Agreement (which will not absolve Allottee/s of its responsibilities under this Agreement).

(viii) The Promoter shall be entitled to securitize the Sale Consideration and other amounts payable by the Allottee/s under this Agreement (or any part thereof), in the manner permissible under RERA, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Sale Consideration and other amounts payable by the Allottee/s under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee/s shall be required to make payment of the Sale Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated.

#### 6. ESCALATION:

The Sale consideration payable by the Allottee to the Promoters is escalation free, save and except escalation/increase due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, local bodies/government from time to time. The Promoters undertake and agree while raising a demand on the Allottee for increase in development charges costs or levies imposed by the competent authority, etc., the Promoters shall enclose the said Notification/Order/Rule/Regulation to be published/issued in that behalf to that effect along with demand letter issued to the Allottee which shall only be applicable on subsequent payments

the carpet area, subject to a variation cap of 3% (three percent). The total Sale Consideration payable on the basis of the carpet area of the Premises/Apartment, shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area beyond the defined limit of 3% (three percent), then, the Promoter shall refund the excess money paid by the Allottee/s within 45 (forty-five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to the Allottee/s beyond the defined limit of 3% (three percent), the Promoter shall demand additional amount from the Allottee/s towards Sale Consideration, which shall be payable by the Allottee/s prior to taking possession of the Premises/Apartment. It is clarified that the payments to be made by the Promoter/Allottee/s, as the case may be, under this Clause, shall be made at the same rate per square meter as agreed in clause no.5(i) of this Agreement and as more particularly specified in Clause No.(4) in the Annexure "10".

8. **Outstanding Dues:**

The Allottee authorizes the Promoters to adjust/appropriate all payments made by him under any head(s) of dues against lawful outstanding, if any, including TDS, in his name as the Promoters may in their sole discretion deem fit, and the Allottee undertakes not to object/demand/direct the Promoters to adjust his payments in any manner. The rights of the Promoter under this clause are without prejudice to the rights and remedies of the Promoter under this Agreement and at law in case of the breach by the Allottee/s of any term of this Agreement.

9. **ASSURANCES:**

The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which have been imposed by the Slum Rehabilitation Authority at the time of sanctioning of the said plans or thereafter, and shall, before handing over possession of the Premises/Apartment to the Allottee, obtain from the said Authority Occupation Certificate and/or Completion Certificate in respect of the said Real Estate Project in which the said Premises/Apartment is situate.

10. **TIME IS OF THE ESSENCE:**

Time is of the essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Real Estate Project and handing over the Premises/Apartment to the Allottee after receiving Occupation Certificate and/or Completion Certificate in respect thereof and the common areas, facilities and amenities in the said Building that may be usable by the Allottee/s and are listed in the **Fifth Schedule** hereunder written.

Similarly, the Allottee/s shall make timely payments of all installments of the Sale Consideration and other dues payable by him/her/it and meeting, complying with and fulfilling all its other obligations under this Agreement.

11. **CAR PARKING SLOT/S:**

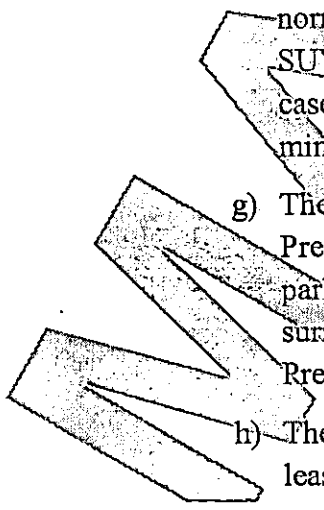
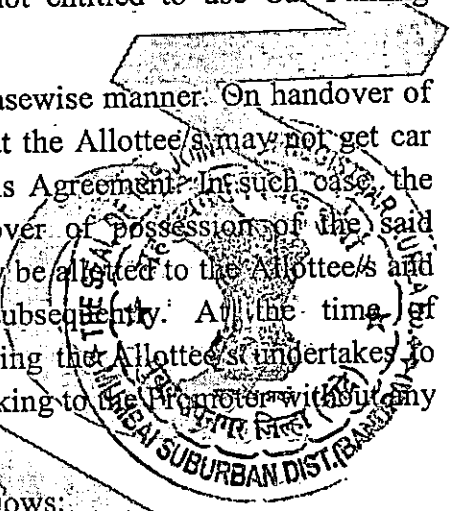
1. The Allottee/s has/have requested the Promoter to allot **NIL** number of car parking slot/s to the Allottee/s. On the request of the Allottee/s, the Promoter hereby agrees to allot to the Allottee/s **NIL** number of mechanical stackable/non-stackable covered parking slot/s ("Car Parking Slot/s") as per availability. The details about the nature of car parking slot/s number/s, location

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of the car park/s, car parking number/s shall be separately communicated to the Allottee/s at the time of handing over of possession of the said Premises/Apartment.

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- ii. The Allottee/s is/are further aware that, the Promoter has not allotted the car parking slot/s to those Allottee/s who have not requested for the allotment of car parking slot/s and hence those allottees are not entitled to use Car Parking Slot/s.
- iii. The entire development will take place in a phasewise manner. On handover of the premises to the Allottee/s it is possible that the Allottee/s may not get car parking which is allotted to him/her under this Agreement. In such case the Allottee/s agrees that, at the time of handover of possession of the said Premises/Apartment temporary car parking may be allotted to the Allottee/s and permanent car parking will be allotted subsequently. At the time of allotment/handover of the permanent car parking the Allottee/s undertakes to simultaneously handover the temporary car parking to the Promoter without any delay or demurr.
- iv. The Car Parking usage shall be governed as follows:
  - a) The allotment of the car parking slot/s shall be at the sole discretion of the Promoter and the Allottee/s shall not dispute and/or object the same for any reason whatsoever.
  - b) The Allottee/s is/are aware that the Promoter has proposed car parking in Part Basement/lower ground and upper ground. The Car Parking may also be in Podium. Car Parking Slot/s will be either mechanical stackable or non-stackable.
  - c) The Allottee/s shall not raise any objection or refuse to take possession of Premises alongwith temporary car parking slot/s for the reason of non-availability of Permanent Car Parking Slots/s at the time of handover of possession of the said Premises/Apartment.
  - d) The maintenance charges and local taxes allocated to such temporary Car Parking Slot/s or Permanent Parking Slot/s shall be paid by the Allottee/s.
  - e) The said Car Parking Slot/s shall be utilized for parking the Allottee's own light motor vehicle only and shall not be used for parking of any other vehicle or for any other purpose whatsoever.
  - f) The Allottee/s acknowledges that Promoter shall provide car parking slot/s for normal Light Motor Vehicle size and not for large / extra large size car or SUV. Thus, the Promoter shall not be responsible or liable to the Allottee/s, in case the Allottee/s' car cannot use/fit the said allotted car parking slot/s. The minimum size of the car parking slots will be 2.3 mt wide and 4.5 mt deep.
  - g) The Car parking slot/s is/are attached with and connected/ appurtenant to the Premises/Apartment. The Allottee/s agrees and confirms that the allotted car parking slot/s shall automatically be cancelled in the event of cancellation, surrender, relinquishment, resumption, re-possession etc. of the Premises/Apartment under any of the provisions of this Agreement.
  - h) The Allottee/s undertakes not to separately sell/transfer/lease/sub-lease/provide on license basis or deal with the said allotted parking slot/s.



maintenance charges are provisional in nature and are subject to increase from time to time as decided by the Promoter/Apex Body.

k) The Allottee/s is/are aware that the Promoter shall in their sole discretion have exclusive rights to provide the additional Car Parking Slot/s, if available in the project/layout/or a particular phase of the project, for use as per the request of the Allottee/s.

l) The Allottee/s do hereby expressly and irrevocably agrees and confirms that he/she/they has accepted car parking by way of mechanical stack parking.

The Allottee/s do hereby expressly and irrevocably agrees and confirms that he/she/they will not hold the promoter liable for failure of mechanical stack parking at any time.

m) The Allottee/s do hereby irrevocably agree and confirm with the Promoter that he/she/they is/are fully aware that the Promoter will provide Parking Facility for the benefit of the Allottee/s and such Car Parking Slot(s) will be allotted by the Promoter to the Allottee/s at such location as may be available with the Promoter on the said Land/Larger Land and the Allottee/s do hereby agree and confirm that he/she/they will have No Objection in any manner whatsoever.

**12. FSI, TDR AND DEVELOPMENT POTENTIALITY WITH RESPECT TO THE PROPOSED FUTURE AND FURTHER DEVELOPMENT OF THE LARGER LAND/ LAND:**

The Allottee/s hereby agrees, accepts and confirms that the Promoter proposes to develop the Larger Land (by utilization of the full development potential) and develop the same in phase-wise manner and may undertake multiple real estate projects and the development therein in the manner more particularly shown in the Layout Plan in the Proposed Future Development, and Allottee/s has/have agreed to purchase the said Premises/Apartment based on the unfettered and vested rights of the Promoter in this regard.

**13. TIME SCHEDULE / DELAYS / POSSESSION / TERMINATION:**

(i) The Promoters shall give possession of the said Premises/Apartment to the Allottee on or before date as more particularly mentioned in the Annexure "8" ["Larger Land and Real Estate Project Details"] ("Possession Date"); provided, that all the amounts payable under this Agreement are fully paid by the Allottee/s and the Allottee/s is/are not in breach of any of the term/s and condition/s of this Agreement. And further provided however, that the Promoter shall be entitled to extension of time for giving delivery of the Premises/Apartment on the Possession Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors:-

- (a) war, civil commotion, or any act of God, any force majeure events including pandemic and epidemic;
- (b) any notice, order, rule, notification of the Government and/or other public or competent authority/court;
- (c) any stay order / injunction order issued by any Court of Law, competent authority, concerned authority, statutory authority;

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- (d) any other circumstances that may be deemed reasonable by the Authority.
- (e) delay in providing basic amenities like water, electricity, drainage system etc by the local body;
- (f) delay in granting approvals, NOC, Occupation Certificate;
- (g) any other reason beyond the reasonable control of the Developer/Promoter.

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In such event the date of handover of possession of the said Premises/Apartment shall be extended to the extent of loss of time.

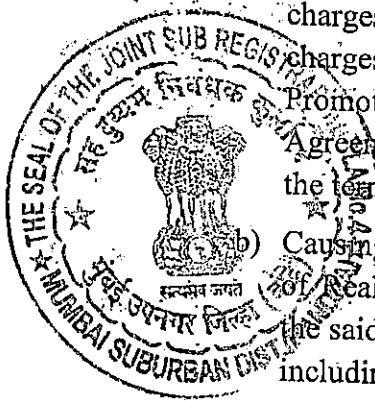
(ii) If the Promoter fails to abide by the time schedule for completing the said Real Estate Project and for handing over the said Premises/Apartment to the Allottee/s on the Possession Date (save and except for the reasons as stated in Clause No.13(i) mentioned above), then the Allottee/s shall be entitled to either of the following:-

(a) call upon the Promoter by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("Interest Notice"), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum thereon ("the Interest Rate") for delay in possession, from the Possession Date, on the Sale Consideration paid by the Allottee/s. The interest shall be paid by the Promoter to the Allottee/s till the date of offering to hand over of the possession of the said Premises/Apartment by the Promoter to the Allottee/s;

**OR**

(b) the Allottee/s shall be entitled to terminate this Agreement by giving written notice to the Promoter by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("Allottee/s Termination Notice"). On the receipt of the Allottee/s Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 days from the date of receipt of the Termination Notice by the Promoter, the Promoter shall refund to the Allottee/s the amounts already received by the Promoter under this Agreement with interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum thereon ("Interest Rate") to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Promoter (as stated in this clause), the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises/Apartment and/or car park and the Promoter shall be entitled to deal with and/or dispose off the said Premises/Apartment and/or the car park in the manner it deems fit and proper.

(iii) In case if the Allottee/s elects his/her/their remedy under sub-clause (ii)(a) above then in such a case the Allottee/s shall not subsequently be entitled to the remedy under sub-clause (ii)(b) above.



the time as stipulated in this Agreement for any reasons whatsoever or failure to pay the Sale Consideration, Taxes on sale, Taxes levied by Local Authority or Planning Authority TDS contribution, maintenance charges, deposits, other charges, outgoings appropriate stamp duty, legal charges, registration charges any incidental charges as demanded by the Promoter, any other charges, deposits or any amount payable under this Agreement as may be notified by the Promoter to the Allottee/s under the terms of this Agreement;

(b) Causing obstructions/hindrances to the construction or implementation of Real Estate Project/said Building or sale of Premises/Apartment in the said Building, either by physical means or by mass communications, including emails, mass emails, social networking sites etc.

c) Causing or making any defamatory statements against the Promoter which is lowering the esteem of the Promoter in eyes of other Allottee/s or public at large.

(v) If the Allottee/s fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then, the Allottee/s shall pay to the Promoter interest at the Interest Rate as defined above, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate till actual realization of all the outstanding amounts.

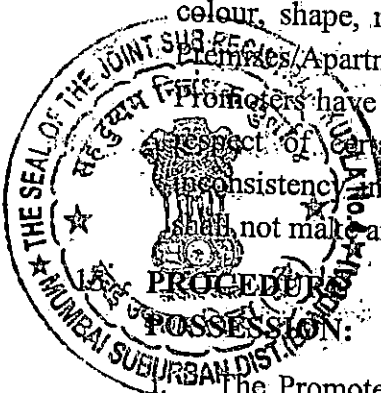
(vi) Without prejudice to the right of the Promoter to charge interest at the Interest Rate mentioned at Sub-Clause (ii)(a) above, and any other rights and remedies available to the Promoter, either (a) on the Allottee/s committing breach of any of the terms and conditions/covenants of this Agreement and/or failure to perform any obligation under this Agreement and/or default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) and/or (b) the Allottee/s committing default/s of payment of instalments of the Sale Consideration, and/or (c) on occurrence of any event of default as mentioned in Sub-clause (iv) above, the Promoter shall be entitled to at its own option and discretion, terminate this Agreement, without any reference or recourse to the Allottee/s. Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/s ("Default Notice"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee/s ("Promoter Termination Notice"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s. On the receipt of the

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Promoter Termination Notice by the Allottee/s, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this sub-clause, the Promoter shall be entitled to forfeit upto 5% (five percentage) of the Sale Consideration ("Forfeiture Amount") as and by way of agreed genuine pre-estimate of liquidated damages. In addition thereto, any taxes, brokerage, stamp duty, registration charges on this Agreement (if borne by the Promoter on behalf of the Allottee/s) or other charges such as charges for sanction letter paid to a bank, charges/expenses paid to a Real Estate Agent or any other third party company / individual involved in the transaction, on behalf of or for the Allottee/s shall also be deducted from the total amount to be refunded to the Allottee/s. Refund shall be made by the Promoter only after the said Premises are rebooked/resold and after the receipt of payment towards consideration from the subsequent Allottee/s. The Promoter shall after deduction of the Forfeiture Amount, brokerage amount, taxes and other charges mentioned above, refund the balance amount of the Sale Consideration to the Allottee/s. Upon the termination of this Agreement, the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises/Apartment and/or car park and the Promoter shall be entitled to deal with and/or dispose off the said Premises/Apartment and/or car parks in the manner it deems fit and proper without any further reference or recourse to the Allottee/s. In the event of termination of the Agreement as mentioned above, the Allottee agrees and undertakes to forthwith execute and register a Deed of Cancellation to cancel this Agreement along with any other necessary documents in this behalf. In case of termination of this Agreement for whatsoever reason if Allottee/s does not come forward to execute and register the Deed of Cancellation in respect of the said Premises, then in such circumstances the Promoter shall be entitled to resort the remedy available to it under the applicable law/rules/regulations to cancel such registered Agreement for Sale in respect of the said Premises and in such event, the Allottee irrevocably agrees, that the Promoter shall also be entitled to file declaration with respect to termination and cancellation of this Agreement before the Sub-Registrar of Assurances.

- (vii) The Allottee/s agrees that in the event of termination of this Agreement by the Promoter as provided in this Agreement, and in the event of the said Premises/Apartment being in the possession of the Allottee/s then the Promoter shall forthwith be entitled to and have the right to re-enter upon the said Premises/Apartment and the Car Parking Slot(s) and resume possession of the same and the Allottee/s will quit, vacate and deliver quiet and peaceful possession of the said Premises/Apartment to the Promoter. If the Allottee/s fails to quit, vacate & deliver the said Premises/Apartment to the Promoter then the Allottee/s shall thereupon be liable to immediate ejectment there from as trespasser. It is understood by the Allottee/s that the allotment of the Car Parking Slot(s) is co-terminus with this Agreement and the allotment of the Car Parking Slot(s) shall stand terminated ipso facto with termination of this Agreement.

14. AMENITIES AND FIXTURES TO BE PROVIDED:



the various Premises/Apartments in the said building identically. The Allottee shall accordingly not make any grievance on account of any variation in the quality, colour, shape, make or design of the materials used by the Promoters in the said Premises/Apartment as against other Premises/Apartments in the said building. The Promoters have further informed the Allottee, and the Allottee acknowledges that in respect of certain items like natural marble, there are inherent variations and inconsistency in the patterns and formations, in respect of which also the Allottee shall not make any grievance.

### PROCEDURE FOR OBTAINING POSSESSION/FAILURE TO TAKE

The Promoters shall after obtaining Occupation Certificate from the concerned authority or any other appropriate approving authority and upon payment by the Allottee/s of the requisite installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the said Premises/Apartment to the Allottee/s in writing ("Possession Notice"). The Allottee/s agrees to pay the maintenance charges as determined by the Promoter or the Society, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/s in writing after receiving the Occupancy Certificate of the Real Estate Project/Building, provided the Allottee/s has made payment of the requisite installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement.

ii. The Allottee shall take possession of the said Premises/Apartment within fifteen days of being offered such possession, by making payment of all amounts due and payable hereunder this Agreement by executing necessary indemnities, undertaking and such other documentation as prescribed in this Agreement. On failure of the Allottee to take possession of the said Premises/Apartment on being offered possession by the Promoters in the manner provided herein, the Allottee shall, without prejudice to any other liabilities which he may incur under this Agreement and be liable to under law, become also liable to pay to the Promoters, and the Promoters shall become entitled to recover from the Allottee, the maintenance charges payable in respect of the said Premises/Apartment after expiry of 15 (fifteen) days of Possession Notice.

iii. After expiry of 15 (fifteen) days from receipt of the Possession Notice i.e. from 16<sup>th</sup> day onwards, the Allottee shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Premises/Apartment, of outgoings in respect of the said Building including *inter-alia*, property tax, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of common areas and amenities of the said Building. Thus, the Promoter shall be entitled to charge and recover from the Allottee and the Allottee shall be liable to pay proportionately towards outgoings and other charges being inclusive of but not limited to the following:

a) Maintenance, repairs to the building, the compound, the compound walls,

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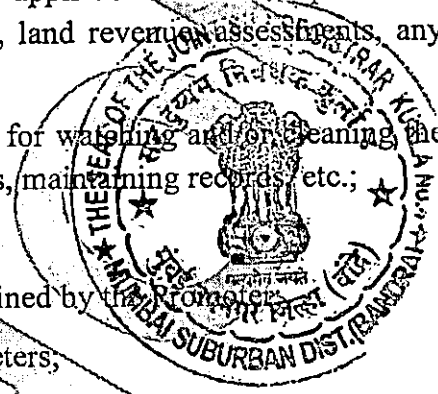


water pumps and electrical fittings, drainage and plumbing installations and fittings, etc.;

- b) Charges towards maintenance of garden if any and common layout;
- c) Cost of keeping said Project Land/Larger Land clean and lighted;

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- d) Decorating and/or painting the exterior of the building, passages and staircases after date of possession;
- e) Property taxes, cesses, levies any other applicable taxes and premia in respect of the insurance of the building, land revenue assessments, any other applicable taxes etc.;
- f) Salaries and wages of persons employed for watching and/or cleaning the said Project Land, operating water-pumps, maintaining records etc.;
- g) Water & Sewerage charges and taxes etc;
- h) Sinking & Other funds as may be determined by the Promoter;
- i) Rent & cost of water meter or electric meters;
- j) Betterment Charges;
- k) Cost of water supplied by water tankers;
- l) Maintenance of common areas and amenities, of the said Building if provided. All other proportionate outgoings due in respect of the said Project Land/Larger Land including those incurred for the exclusive benefit of the Allottee of his Premises/Apartment.
- m) Service Charges to the Promoter alongwith staff salary for providing services to maintain the building/s facilities.



iv. Until the Society is formed and the Society Conveyance Deed if any is duly executed and registered, the Allottee/s shall pay to the Promoter such proportionate share of outgoings/as may be determined by the Promoter at its sole discretion. The Allottee/s further agrees that till the Allottee's share is so determined by the Promoter at its sole discretion, the Allottee/s shall pay to the Promoter provisional quarterly contribution as more particularly specified in the **Annexure "10"** ("**Premises and Transaction Details**") annexed hereto for every 3 months, in advance on or before 5<sup>th</sup> day of beginning of every quarter towards the outgoings. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest.

v. The Allottee/s will not be entitled to ask for adjustment of the deposit amounts mentioned in **Annexure "10"** against the monthly contribution of maintenance, municipal taxes and outgoings. In the event the Allottee/s fails to pay such Maintenance Charges, the Promoter may at its discretion adjust the said amount from the on account deposit mentioned in **Annexure "10"** and the Allottee/s shall immediately after being called upon by the Promoter, replenish the deficit of such deposit.

vi. The Allottee/s shall not withhold the payment of Maintenance Charges for any reason whatsoever and shall pay to the Promoter till the establishment of the Society, without any demur and default. Without prejudice to other remedies available under this Agreement, non-payment of Maintenance Charges shall authorize the Promoter to prevent the use of lift by the persons residing in or

Agreement and shall not withhold the same for any reason whatsoever.

viii. The Allottee/s has/have agreed that the amounts paid or becoming payable to the Promoter by the Allottee/s under this Agreement shall be refundable only in accordance with the terms of this Agreement and shall not in any event carry interest except as expressly provided under this Agreement.

ix. The Promoter may agree to permit, (subject to the Allottee/s having fulfilled all his/her/its obligations under this Agreement, and having paid full Sale Consideration amount, alongwith tax on sales of the said Premises/Apartment and maintenance charges, outgoings, other charges and any other amount payable) entry to the Allottee/s to the said Premises/Apartment for carrying out interior works if such entry is desired by the Allottee/s prior to the Possession Date upon execution of a suitable Indemnity Bond as required by the Promoter. However, such permission shall not be construed as handover of possession of the said Premises/Apartment for occupation purpose or in no way entitle the Allottee/s to have any right, interest or title of any nature whatsoever in respect of the said Premises/Apartment. During this period the Allottee/s undertakes to ensure that its interior work would supplement efforts of the Promoter to obtain necessary approvals for the occupation and use of the said Premises/Apartment from the concerned authorities. The Allottee/s undertakes not to cause any damage to the said Building/Real Estate Project while carrying out the interior works of the said Premises/Apartment and in the event any such damage is caused, the Allottee/s agrees to reimburse the Promoter the costs of rectification thereof.

**16. DEFECT LIABILITY:**

(i) If within a period of five years from the date of handing over possession of the said Premises/Apartment to the Allottee, the Allottee brings to the notice of the Promoters any structural defect in the said Premises/Apartment or in the said building /Real Estate Project or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at their cost. In the event it is not possible to rectify such defects, the Allottee shall be entitled to receive from the Promoters compensation for such defect in the manner as provided under the RERA and MAHA RERA Rules. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the Allottee/s or its agents/contractors making any internal/external changes, flat/premises/apartment finishing, fittings, interior works, renovations, additions/alterations of whatsoever nature in the said Premises/Apartment, in the elevation, chisel or in any other manner causes damage to columns beams walls slabs or RCC, Pardis or other structural members in the said Premises/Apartment, and/or the willful default and/or negligence of the Allottee/s or its agents/contractors and/or any other allottees or their agents/contractors in the Real Estate Project.

(ii) The Allottee/s shall use the said Premises/Apartment or any part thereof or permit the same to be used only for residential purpose only. The Allottee/s shall use the car parking slot/s only for purpose of parking vehicle.

**17. SOCIETY FORMATION:**

(i) The Allottee will actively assist and co-operate in the formation of a Co-operative Society of acquirers of Premises/Apartments in the said Building/Real Estate

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Project ("the society") with bye-laws similar to the prescribed Model Bye-laws, with necessary changes therein as may be deemed necessary, and become and be a member thereof. The Allottee shall for the said purpose from time to time and as and when called upon by the Promoter sign all letters writings and documents, including the application for membership in the Society and for its registration, the bye-laws and other relevant papers within seven days of demand; he will not object to any change which may have to be made in the same as may be thought necessary or suggested by the registering authority.

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- (ii) The name of the Society shall be solely decided by the Promoter.
- (iii) The Society shall admit all allottees of various Premises/Apartment in the said Building/Real Estate Project as members, in accordance with its bye-laws.
- (iv) The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold Premises/Apartment in the said Building/Real Estate Project, if any. Post formation of the Society and/or execution of the Society Conveyance Deed in case if any, the Promoter shall continue to be entitled to such unsold Premises/Apartment and unallotted car parking slots and to undertake the marketing etc. in respect of such unsold Premises/Apartment. The Promoter shall not be liable or required to bear and/or pay any amount by way of contribution, maintenance charges, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation premium and/or any amount with respect to the unsold premises and unallotted car parkings. The Promoter shall also not be liable to pay any compensation whatsoever to the Society for the sale/allotment or transfer of the unsold areas in the said Building/Real Estate Project or elsewhere, save and except the municipal taxes at actuals (levied on the unsold Premises/Apartment).

#### 18. TRANSFER AND CONVEYANCE:

- (i) As disclosed herein, the said Building/Real Estate Project is part of a development under the Slum/Rehabilitation Scheme. Therefore while the said Building/Real Estate Project is laid out and constructed on the Project Land, the FSI relatable to the same and used and availed of on the Project Land, accrues on account of the full extent of the said Larger Land.
- (ii) The Promoters shall after the acquirers of Premises/Apartments in the said Building/Real Estate Project have registered a Co-operative Society, and after completion of construction of the said Building/Real Estate Project and obtaining of Occupation Certificate thereof, within the period permitted under the RERA Act/MAHA RERA Rules, execute in favour of the Society a Conveyance of the Project Land and the building and structures constructed thereon. The Promoters have disclosed, conveyed and explained to the Allottee that they shall be entitled to and shall avail of the unavailed extent of incentive FSI becoming available on the said Larger Land by way of Transferable Development Rights (TDR) in the manner permitted under the Scheme, and the Conveyance of the Project Land shall be subject to such portions, which they may have availed of (or entitled to avail of) as and by way of TDR.
- (iii) The Promoters have conveyed and the Allottee is aware that the Rehab Building is situate and is being constructed on Sub- Plot B, which is situate on the rear of the said Larger Land; accordingly in the event the Promoters convey Sub- Plot C of the said Larger Land also to the Society, such Conveyance shall

right of access and the utilities and services running through them, are shared as between them. The Allottee agrees to submit to, and be bound by, any covenant which the Promoters may provide simultaneously with transfer and vesting of the Sale Building to and in the Society of the acquirers of Premises/Apartments in the Sale Building for a co-existential harmonious, co-operative and non-disruptive user of such shared rights, areas, amenities, and services in such terms as the Promoters determine to be fair, reasonable and equitable.

The Promoters have further informed the Allottee that some portions of the said Larger Land may serve as and provide access also to other lands adjoining the said Larger Land. The Conveyance to be executed shall, in the instrument of Conveyance, or in contemporaneous collateral binding writings, provide for the same.

- (vi) The Promoters have conveyed to the Allottee that though having regard to the nature of development, the Promoters are of the opinion that it is in the best interests of the Society of said Building that they obtain a Conveyance of the Project Land alongwith the Building constructed thereon after the complete development is over, having regard to the provisions of RERA Act/MAHA RERA Rules, if the members of the Society so desire, the Promoters shall, at the cost of the Society, convey to the Society the said Building to the extent comprised in the Real Estate Project. All stamp duty and registration charges, as also out-of-pocket expenses and professional fees incurred in or about the execution of the Conveyance of such building (as and to the extent comprised in the Project) in favour of the Society, and thereafter (in due course), on the Conveyance of the Project Land after the full development of the Project Land (as also disclosed herein) is over, shall be borne and paid by the Society of acquirers of Premises/Apartments in the Sale Building.
- (vii) The Promoters have informed, conveyed and explained to the Allottee that in the event of and upon transfer and Conveyance of the Project Land and the said Building/Real Estate Project and other structures to and in favour of the Society, if any Premises/Apartments, car parkings are lying unsold/unallotted with the Promoters, the Promoters shall, notwithstanding such conveyance of the Project land and said Building/Real Estate Project, be entitled, in the same manner as prior to such transfer, to an unfettered right to deal with and dispose of the unsold/Premises/Apartments to and in favour of persons of their choice, and on like terms and conditions as other Premises/Apartments in the said Building/Real Estate Project. The Allottee as member of the Society covenants with the Promoters that he shall not do any act by which he obstructs, interferes with or disrupts such right of the Promoters, and further covenants with the Promoters that he shall as member of such Society ratify and affirm any such transaction, and facilitate and co-operate, on being advised and recommended by the Promoters, the admission of such Allottee as a member of such Society, with the same right and subject to the same obligations as other members of the Society. The Allottee covenants with the Promoters to do all that is necessary to effectuate the aforesaid, and further to not do anything which may prevent the doing or achieving of the aforesaid. The Allottee further covenants with the Promoters to facilitate the Society executing appropriate writings in favour of

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the Promoters to execute the aforesaid, simultaneously with transfer of the said Project Land and said Building/Real Estate Project to and in favour of the Society as aforesaid.

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- (viii) Until transfer and conveyance of the Project Land and the common areas in the said Building/Real Estate Project to and in favour of the Society, the authority of the acquirers of Premises/Apartments in the said Building/Real Estate Project shall be subject to the overall control and authority of the Promoters over all or any of the matters concerning the said Building/Real Estate Project and the amenities therein. The Promoters shall upon execution of the Conveyance in favour of the Society in the manner herein provided hand over vacant and peaceful possession of the common areas to the Society.
- (ix) The Promoter and their surveyors and agents and assigns with or without workmen and others, shall be permitted at reasonable times to enter into the said Premises/Apartment or any part thereof for the purpose of making, laying down maintaining, repairing, rebuilding, cleaning, lighting and keeping in order and good condition (including repairing) all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the said Building/Real Estate Project. The Allottee/s agrees that he/she/it/they shall not undertake any civil works/fit out works in such areas within the said Premises/Apartment, and/or permanently cover/conceal such areas within the said Premises/Apartment, nor shall they in any manner restrict the access to the water/drainage pipes and/or damage the water/drainage pipes in any manner howsoever.

19. **DEPOSITS AND CHARGES:**

The Allottee/s agrees and undertakes that, the Allottee/s shall, before delivery of possession of the said Premises/Apartment, deposit the following amounts ("Other Charges") with the Promoter by way of cheque/demand draft/RTGS/NEFT,- Advance Maintenance, cost for formation and registration of the Society, legal cost, charges and expenses Gymnasium Membership Charges, for other utility and services connection charges and for deposits of electrical receiving and sub-station if any provided/to be provided in layout of the Larger Land, Corpus Fund of the Society as mentioned in Annexure "10" ["Premises and Transaction Details"] annexed hereto. The Promoter has informed the Allottee/s and the Allottee/s is/are aware that the charges/deposits towards water, electricity, or any other service connection mentioned under the head "Other Charges" in the Annexure "10" are provisional in nature and may increase, due to increase in charges/deposits imposed by the concerned local bodies/government authority. If there is any increase in charges/deposits by the concerned local bodies/government authority, the Promoter shall demand the additional amount from the Allottee/s towards the water, electricity, external drainage or any other service connection and the Allottee agrees and undertakes to pay the additional amount to the Promoter without any objection.

20. The above amounts are not refundable (except those specifically mentioned in this Agreement) and no accounts or statement will be required to be given by the Promoter to the Allottee/s in respect of the above amounts deposited by the Allottee/s with the Promoter. The Other Charges and deposits mentioned above shall not carry any interest. Above amounts are exclusive of any taxes including but not limited to CGST and SGST, TDS or any other tax/levy and the Allottee/s shall be liable to bear

Maintenance is provisional in nature and may increase over a period of time. In the event, the Advance Maintenance charges are increased the same may be appropriated against the Advance Maintenance charges.

**Share of Expenses for Society Formation and Legal Charges:**

This amount is for formation of society and preparation of legal documents. The Promoter will not be liable to give any account of how these funds are appropriated.

**Gymnasium Membership Charges:**

The gym membership charge is for membership to the Gym. It includes membership for up to 4(four) family members of the Allottee/s. There will be an annual usage fee over and above this membership charges.

**(vi) Electric and Water Connection Charges:**

This amount is used for electric and water connection infrastructure like meters, substations, receiving stations if any etc. The Promoter will not be liable to give any account of how these funds are appropriated. The Promoter has informed the Allottee and the Allottee is aware that the charges/deposits towards water, electricity, external drainage or any other service connection mentioned under the head "Other Charges" in the Annexure "10" are provisional in nature and may increase, due to increase in charges/deposits imposed by the concerned local bodies/government authority. If there is any increase in charges/ deposits by the concerned local bodies/government authority, the Promoter shall demand the additional amount from the Allottee towards the water, electricity, external drainage or any other service connection and the Allottee agrees and undertakes to pay the additional amount to the Promoter without any objection.

**(vii) Corpus Fund for Society:**

The Corpus Fund shall be transferred to the Society on Conveyance of the said Project Land. The Corpus Fund is interest free.

**(viii)** It is clarified that the Allottee/s shall be required to pay the Maintenance Charges per month as specified in this Agreement irrespective of the above mentioned deposits.

**(ix)** The Allottee/s hereby agrees to make payment of maintenance charges and outgoings on the date of taking possession of the said Premises/Apartment, on account of the said Premises/Apartment as provided in the table in Annexure "10" hereto. The Allottee/s do hereby further agree that maintenance charges of the said Premises/Apartment shall start after a period of 15 (fifteen) days from the date of intimation about the said Premises/Apartment is ready for use and occupation. The Allottee/s agrees and undertakes to pay the CGST and SGST or any other tax/es as may be applicable from time to time on the Maintenance Charges/ Other Charges separately without any objection or demur. The Allottee/s shall pay the Maintenance charges by 5<sup>th</sup> day of every quarter i.e. April-July-October-January in advance. The Allottee/s hereby further agrees that he/she/they shall take the possession of the said Premises/Apartment within 15 (fifteen) days from the date of intimation about the said Premises/Apartment is ready for use and occupation.

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(x) The Allottee/s hereby agree that he/they are aware and that the maintenance charges are provisional in nature and shall be subject to change and that the Allottee/s shall be bound to pay the maintenance charges of the said Premises/Apartment regularly as stated above along with 10% increase or actual increase, whichever may be higher in every financial year or if it is increased for the reasons beyond the control during the same financial year. The Allottee/s agrees and undertakes to make the payment of the same without any objection or demur.

(xi) The Promoters shall not, if they have collected any contribution from the Allottee, render to the Allottee any separate account of the collections made from him and/or of the expenses incurred in respect of the said Premises/Apartment; the rendition of the consolidated account to the Society and settlement of such account shall discharge the Promoters of their responsibility to refund excess, if any, out of such collections made from one or more of the acquirers of premises/apartments and/or of recovering the deficit, if any, from one or more of them; the acquirers of premises/apartments as members of the Society shall make up and adjust amongst themselves their respective accounts the Allottee shall not be entitled to make any grievance or take any objection to the consolidation of all receipts and expenses in respect of the various Premises/Apartments in the said building as aforesaid.

(xii) The Promoter has informed the Allottee/s that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, if any and other common amenities and conveniences in the layout of the Larger Land/said Project Land. The Promoter has further informed the Allottee/s that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee/s along with other allottees of flats/units/premises in the said Building and/or on the Larger Land/said Project Land, and the Allottee/s shall share such expenses and charges in respect thereof as also maintenance charges proportionately among the members of the said Building. Such proportionate amounts shall be payable by each of the allottee/s of flats/units/premises/apartments of the said Building including the Allottee/s herein and the proportion to be paid by the Allottee/s shall be determined by the Promoter and the Allottee/s agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee/s nor any of the allottees of flats/units/premises/apartments in the said Building shall object to the Promoter laying through or under or over the said Larger Land/said Project Land or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/towers which are to be developed and constructed on any portion of the Larger Land.

## 21. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represent and warrant to the Allottee as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Title Certificate, and subject to the RERA Certificate:-

(i) The Promoter has clear and marketable title subject to the encumbrances more particularly specified in this agreement and has the requisite rights to

(iii) There are no encumbrances upon the Real Estate Project except those as mentioned in the Annexure "7" of this Agreement.

(iv) There are no litigations pending before any Court of law with respect to the said Land or the Real Estate Project, other than as disclosed in the Title Certificate.

All approvals, licenses and permits issued by the Competent Authorities with respect to the Real Estate Project, the Project Land, to be constructed thereon are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project, to be constructed/now under construction thereon shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain in compliance with all applicable laws in relation to the Real Estate Project.

(vi) the Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the rights and interest agreed to be granted to the Allottee herein and hereunder, may be prejudicially affected.

(vii) the Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land or any part thereof, as also the said Premises/Apartment, which will in any manner affect the rights of the Allottee under this Agreement.

(viii) the Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises/Apartment to the Allottee in the manner contemplated under this Agreement.

(ix) the Promoter has duly paid and shall continue to pay and discharge the undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the Municipal Corporation of Greater Mumbai and other concerned authorities till the Society Formation/Society Conveyance if any and thereupon shall be proportionately borne by the Society, and

(x) no notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Land or any part thereof) has been received or served upon the Promoter in respect of the Land and/or the Real Estate Project except those disclosed to the Allottee/s.

## 22. ALLOTTEES COVENANTS:

The Allottee so as to bind all persons claiming by under or through him hereby covenants with the Promoters that-

(i) To maintain the said Premises/Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the said Premises/Apartment is taken and shall not do or suffer to be done anything in or to the said Building/Real Estate Project which may be against the rules,

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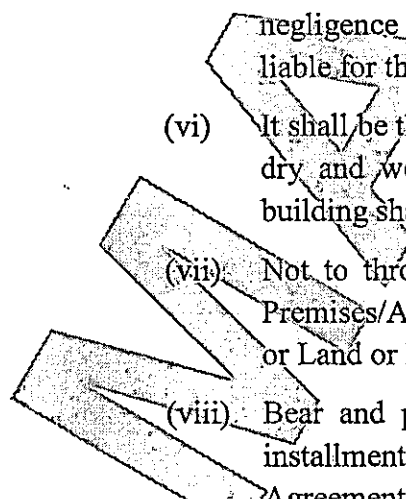
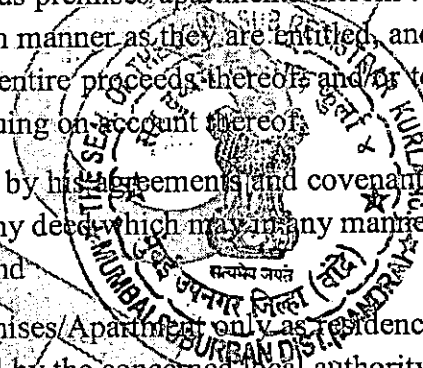
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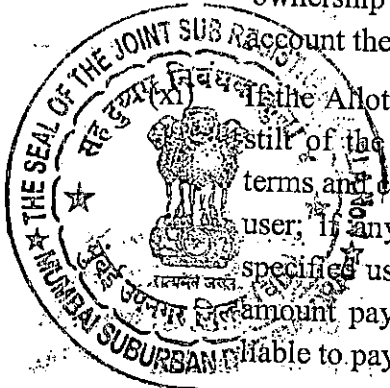
regulations or bye-laws or change/alter or make addition in or to the said Building/Real Estate Project/in which the said Premises/Apartment is situated and the said Premises/Apartment itself or any part thereof without the Consent of the local authorities and the Promoter;

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- (ii) to abide by the terms of the Scheme of development of the said Land disclosed by the Promoters hereunder, and will not do any act, or set up any right or claim, which would in any manner interfere with, obstruct, jeopardise or disrupt the rights of the Promoters to develop the said Land in the manner herein disclosed and in terms of the Scheme sanctioned by the Slum Rehabilitation Authority, and to sell the various premises/apartments therein to persons of the choice of the Promoters in such manner as they are entitled, and to receive and appropriate to themselves the entire proceeds thereof and/or to claim and avail of the rights and benefits accruing on account thereof;
- (iii) At all times act in accordance with and abide by his agreements and covenants hereunder, and not do any act or be party to any deed which may in any manner be contrary thereto or in derogation thereof; and
- (iv) To use and/or permit to be used the said Premises/Apartment only as residence or for such other purpose as may be permitted by the concerned local authority, and will not use or permit to be used the said Premises/Apartment for any other purpose, Allottee/s shall not to change the user of the said Premises/Apartment without the prior written permission of the Promoter and Society, in the event the Allottee changes the user of the said Premises/Apartment after obtaining due sanction and permission, Allottee/s shall himself/themselves be liable to bear and pay any increased taxes and levies, as may be imposed on account thereof;
- (v) Not to store in the said Premises/Apartment any goods of a hazardous, combustible or dangerous nature, or are so heavy which is likely to damage the construction or structure of the said building/Real Estate Project, or the storage of which is objected to or not approved/licensed by the concerned local or other authority, or carry or cause to be carried heavy packages to the upper floors of the said building which may damage or likely to damage the entrances, staircase and common passages of the building in which the said Premises/Apartment is situated, including entrances of the said building/Real Estate Project in which the said Premises/Apartment is situated and in case any damage is caused to the Real Estate Project in which the said Premises/Apartment is situated or the said Premises/Apartment 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;
- (vi) It shall be the responsibility of the Society that would be formed to separate the dry and wet garbage and shall see to it that the wet garbage generated in building shall be treated separately;
- (vii) Not to throw any dirt, rubbish, rags, garbage or other refuse from the said Premises/Apartment into the compound or any portion of the said Project Land or Land or Larger Land and/or the said building/Real Estate Project;
- (viii) Bear and pay in a timely manner and forthwith, all amounts, dues, taxes, installments of Sale Consideration, as required to be paid under this Agreement.



Allottee so desires, the Allottee will park his vehicle in the Car Parking Space / Slot under the stilt or in the basement acquired from the Promoters on 'ownership' basis or on licence, and subject to payment of any charges on account thereof;



If the Allottee is the acquirer of a Car Parking Space in the basement or in the stilt of the building, the Allottee will observe perform and comply with the terms and conditions, if any, stipulated by the local authority in the matter of its user; if any security deposit is payable to the local authority to ensure the specified user of the car parking space, he will pay the same in addition to the amount payable to the Promoters as price thereof; the Allottee shall also be liable to pay the taxes charged or levied in respect thereof;

- (xii) To pay to the Promoters within fifteen days of demand by the Promoters, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the said building;
- (xiii) The Allottee/s will not encroach upon or make use of any portion of the said building not agreed to be acquired by him;
- (xiv) The Allottee/s will restrict his claims only to the said Premises/Apartment agreed to be acquired by him hereunder, and not to claim any right to put up any construction on the said building or to make any variations or alterations in the said Premises/Apartment, and also not to claim any right to put up additional construction which may result in the reduction of further area of construction, if any, permissible on the said Larger Land;
- (xv) The Allottee/s shall not let out sub-let, transfer, assign, sell, lease, give on leave and license, or part with possession of the said Premises/Apartment or transfer or assign his right title or interest in the said Premises/Apartment or dispose of or alienate otherwise howsoever, the said Premises/Apartment and/or its rights, entitlements and obligations under this Agreement or the benefit factor of this agreement until all amounts dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable hereunder to the Promoters have been fully paid and discharged paid together with applicable interest thereon at the Interest Rate if any, and only if there is no subsisting breach or non-observance of any of the terms conditions or provisions hereof. In the event the Allottee/s is/are desirous of transferring the said Premises/Apartment and/or its rights under this Agreement prior to making such full and final payment, then, the Allottee/s shall be entitled to effectuate such transfer only with the prior written permission of the Promoter which may be provided by the Promoter in its sole discretion;
- (xvi) The Allottee/s will not slaughter any animals in the precincts of the said building;
- (xvii) To carry out at their own costs all internal repairs and maintain the said Premises/Apartment in good and tenantable repair and condition from the date of his taking possession of the same in the state and order in which it was delivered by the Promoter to the Allottee/s, and not do or suffer to be done anything in or to the said building/Real Estate project or the said Premises/Apartment or in the staircase or passages thereof which may be

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against/contrary to the rules, regulations or bye-laws of the concerned local or any other public authority, or alter or make any addition in or to the said building/Real Estate or the said Premises/Apartment. In the event of the said Premises/Apartment 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 the Allottee/s do hereby indemnify and keep indemnified the Promoter in this regard;

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- (xviii) Not to close or permit to be closed any flower-beds, verandahs or balconies that may be provided in the said Premises/Apartment or change the external elevation or colour scheme of the said building/ said Premises/Apartment, nor of the common areas, including the lobby and the areas outside the main door of the Premises/Apartment;
- (xix) The Promoters have with a view to achieve uniformity in the look of the outer facade of the sale building, even while addressing the need for safety of the acquirers of Premises/Apartments, tied up for provision of grills of standard design to be provided across Premises/Apartments in the sale building and the Allottee/s shall not decorate or alter the exterior of the said Premises/Apartment either by painting and/or otherwise. The Allottee/s shall not shift or alter the location of the windows or ventilators in the said Premises/Apartment; the Allottee acknowledges that this is stipulated in the interest of achieving uniformity in the elevation and look of the various Premises/Apartments in the said building, and the Allottee covenants to abide by the same, and not commit any breach thereof;
- (xx) The Allottee/s will ensure that the fire safety measures and equipments provided in the building, including in the Premises/Apartment are not tampered, hindered, obstructed or otherwise interfered with, and further also that the passages and refuge areas provided in the building are always kept clear and unobstructed.
- (xxi) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land/Larger Land or the building/real estate project in which the said Premises/Apartment is situate or any part thereof or whereby any increased premium may become payable in respect of such insurance;
- (xxii) Not to demolish or cause to be demolished the said Premises/Apartment or any part thereof or make or cause to be made any addition or alteration of whatsoever nature to or in the said Premises/Apartment or any part thereof, nor any alteration in the elevation or outside colour scheme of the building/real estate project, and shall keep the portions, sewers, drains, pipes, etc. in the said building/premises/apartments in good and tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building/real estate project, and not chisel or in any other manner damage the columns, beams, walls, slabs, RCC parties or other structural members in the building, without the prior written permission of the Promoters and/or of the Society;
- (xxiii) To bear and pay a proper proportion of the dues, duties, impositions, outgoings and other burdens of any nature and kind whatsoever at any time hereafter

themselves in proportion to the carpet areas of the different Premises/Apartments in the said building;

(xxv) The Allottee/s will within one month of demand by the Promoters rectify any defect or want of repairs pointed out to him by the Promoters in the said Premises/Apartment;

(xxvi) To carry out along with the acquirers of other Premises/Apartments in the said building at their joint costs, without holding the Promoters liable or responsible for the same, all repairs, additions and alterations in or to the said building and the said Premises/Apartment as may be required to be carried out by the Government, local or any other authority after issue of Occupation/Completion Certificate for the same;

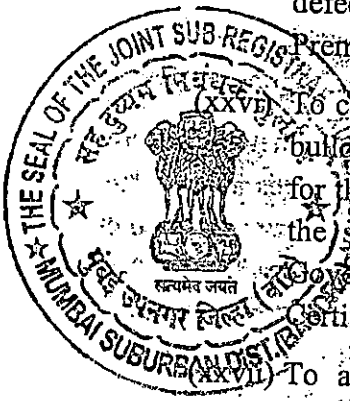
(xxvii) To allow the Promoters and their agents/servants to enter upon the said building (including the said Premises/Apartment) and carry out repairs therein for maintaining, rebuilding and keeping in good order and condition all sewers, drains, pipes, cables, water pipes, gutters, electric wires, etc. in the said Building/Premises/Apartment and for other similar purposes, and also for cutting off water/electric supply to any Premises/Apartment in the said building, the occupant whereof may have committed breaches of the terms of the agreement executed by him with the Promoters, or the bye-laws and regulations of the Society formed by the acquirers of Premises/Apartments in the said Building;

(xxviii) To submit letters to and abide by such conditions as may be stipulated concerning or regulating the fit-outs to be carried out in the said Premises/Apartment and not commit any breach of the terms thereof;

(xxix) Not to carry out any additions alterations or renovation to the said Premises/Apartment at any time after taking possession, except after obtaining the prior written permission of the Promoters or the Society, as the case may be, and only after complying with such conditions as the Promoters / Society may stipulate in this behalf, including for the said purpose by keeping deposited such sum as may be stipulated to secure the due observance and performance of the terms thereof and to abide by and carry out such works only in the manner and without committing any breach of the terms on which such works have been permitted to be carried out;

(xxx) not to carry out any work in the said Premises/Apartment which may in any manner cause any damage to any of the other premises/apartments above below or adjacent to the said Premises/Apartments; if on account of any works so carried out by the Allottee any loss or damage is caused to any of the neighbouring premises/apartments on the same floor or to premises/apartment above or below the said Premises/Apartment, the Allottee shall at his own costs be liable to make good such loss or damage, and keep the Promoters and the Society indemnified of from and against any loss damage or consequences of such work carried out by the Allottee;

(xxxi) The Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises/Apartment and the said Building/Real Estate Project or any part thereof to view and examine the state and condition thereof;



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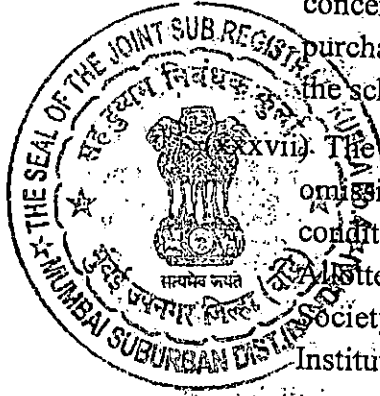
(xxxii) The Allottee shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Real Estate Project/said Building and the Premises/Apartments 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 the Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the said Premises/Apartment in the said Building/Real Estate Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings payable in respect of the said Premises/Apartment in accordance with the terms of this Agreement;

(xxxiii) The allottees/group of allottees/society/societies is aware that there might be unsold premises/apartments and/or unallotted car parkings in the Real Estate Project/s or the said Building, even after the execution of society formation/execution of conveyance of the Real Estate Project/other Real Estate Projects/the said Building in the favor of Society/Societies (whichever applicable). The Promoter shall deal with the unsold Premises/apartment/unallotted car parking as it deems fit and the allottees/group of allottees/society/societies does not have any objection to the same;

(xxxiv) The Allottee/s agrees and confirms that notwithstanding that the Allottee/s has/have approached/may approach the Banks and/or the Financial institutions for availing loans in order to enable the Allottee/s to make the payment of the total consideration or part thereof in respect of the said Premises/Apartment, it shall be the sole and the entire responsibility of the Allottee/s to ensure that the timely payment of the total consideration in respect of the said Premises/Apartment. Notwithstanding any of the provisions hereof, the Allottee/s hereby agrees that the Promoter shall have first lien/charge until all the amounts including the total consideration, taxes and other charges and amounts payable in respect of the said Premises/Apartment as provided herein have remained unpaid and the Allottee/s has/have no objection in this regard;

(xxxv) The Allottee/s hereby indemnifies and shall keep indemnified the Promoter from and against all claims, costs, charges, expenses, damages and losses which the Promoter may suffer due to any action that may be initiated by the Bank/Financial institution on account of such loan or for recovery of loan on account of any breach by the Allottee/s of the terms and conditions governing the said loan and the Allottee/s undertakes to reimburse the same to the Promoter without any delay or demur or default;

(xxxvi) It is agreed that the Allottee/s shall be entitled to avail loan from a bank/financial institution and to mortgage the said Premises/Apartment by way of security for repayment of the said loan to such Bank only with the prior written consent of the Promoter. The Promoter will grant their no-objection, whereby the Promoter will express its no-objection to the Allottee/s availing of such loan and mortgaging the said Premises/Apartment with such bank/financial institution, provided however, the Promoter shall not incur any liability/obligation for repayment of the monies so borrowed by the



Premises/Apartment in respect of the unpaid amounts payable by the Allottee/s to the Promoter under the terms and conditions of this Agreement. The Promoter will issue the said no-objection letter provided that the concerned bank/financial institution agrees to make payment of the balance purchase price of the said Premises/Apartment directly to the Promoter as per the schedule of payment of the purchase price provided in this Agreement;

(xxxvii) The Promoter shall not be liable or responsible for any of the acts of omission or commission of the Allottee/s which are contrary to the terms and conditions governing the said loan. It shall be the responsibility of the Allottee/s to inform the Society of the Premises/Apartment Allottee/s i.e. the Society etc that may be formed about the lien/charge of such Banks/ Financial Institutions and the Promoter shall not be liable or responsible for the same in any manner whatsoever;

(xxxviii) Further, in the event that this Agreement is cancelled at any time, then the Allottee/s shall ensure that such lender returns to the Promoter, the original Agreement for Sale, Registration Receipt, Index II and any other document in respect of the said Premises/Apartment which may be in their possession;

(xxxix) Not to shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the said Premises/Apartment/Building in any manner whatsoever;

(xl) The Allottee/s agrees and acknowledges that the sample Premises/Apartment constructed by the Promoter and all furniture's, items, electronic goods, amenities etc. provided thereon are only for the purpose of show casing as sample Premises/Apartment if furnished by Allottee/s and the Promoter is not liable or required to provide any furniture, items, electronic goods and amenities etc. as displayed in the sample Premises/Apartment, other than as expressly agreed by the Promoter under this Agreement;

(xli) To keep the sewers, drains and pipes in the said Premises/Apartment and appurtenance thereto in good tenantable repairs and condition and in particular, support shelter and protect the other parts of the said Building/Real Estate Project in which the said Premises/Apartment are situate and the Allottee/s shall not chisel or in any other manner damage columns, beams, walls, slabs or R.C.C. Partis or other structural members in the said Premises/Apartment without the prior written permission of the Promoter and which consent shall not be unreasonably withheld;

(xlii) In case of the Allottee/s who is/are a non-resident/ foreign national of Indian Origin, in respect of all remittances, acquisitions/transfer of the said Premises/Apartment, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Allottee/s understands and agrees that in the event of any

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failure on his/her/their/its part to comply with the prevailing exchange control laws and guidelines issued those issued by the Reserve Bank of India, the Allottee/s alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto and other applicable laws. The Promoter accepts no responsibility in this regard and the Allottee/s does hereby indemnify and keep the Promoter indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever;

- (xliii) The Allottee/s shall fully comply with and observe all the terms and conditions that are set out in this Agreement;
- (xliv) The Allottee/s is/are aware that the Promoter will be developing the said Larger Land in a phase-wise manner on such terms and conditions as the Promoter may deem fit and shall be entitled to all the benefits of Floor Space Index or any such entitlements for the more beneficial and optimum use and enjoyment of the same in such manner as the Promoter deems fit and the Promoter shall be entitled to grant or offer upon or in respect of any portion of the said Larger Land, to any third party all such rights, benefits, privileges, easements etc. including right of way, right to draw from or connect to all drains, sewers, installations and/or services in the said Larger Land in such manner as may be desired by the Promoter and the Allottee/s expressly and irrevocably consents to the same;
- (xlv) The Promoter shall bear and pay all outgoing and statutory dues including municipal taxes, work contract tax, taxes for land under construction and all the taxes relating to the said Larger Land; non-agricultural assessment and other assessments and/or dues and/or charges of any sort or in respect of and/or concerning the said Larger Land and the said Real Estate Project and the development of the said Larger Land and the said Real Estate Project. It is clarified that all taxes, dues, cess, outgoing with respect to the said Premises/Apartment for a period prior upto possession shall be borne and paid by the Promoter and on and after the date of possession shall be borne and payable by the Allottee/s;
- (xlvi) The Promoter herein has specifically informed the Allottee/s and the Allottee/s hereby agree, confirm and undertake that irrespective of any disputes, which may arise between the Promoter and the Allottee/s, the Allottee/s shall punctually pay all amounts payable towards Sale Consideration along with all taxes payable on sale or transfer of the said Premises/Apartment and shall not withhold the same for any reason whatsoever;
- (xlvii) The Allottee/s shall not be entitled to or claim any easement or right of light or air, which would restrict or interfere with in any manner whatsoever, the free and unobstructed use and enjoyment of any portion of the said Land or Larger Land and the adjacent, contiguous and adjoining Lands and properties of the Promoter, for the purpose of development thereof and/or any other lawful purpose;
- (xlviii) The Allottee/s agrees and acknowledges that the Promoter has informed the Allottee/s that for the completion and development of the Larger Land, the Promoter is required to and the Promoter shall be entitled at all times, to carry out construction and/or any other allied work including completion work of the

and/or the Society shall not interfere with the rights, powers and authorities of the Promoter in respect of implementing the scheme of development of the said Land and/or Larger Land in any manner whatsoever. The Allottee/s hereby undertakes to co-operate with and render all assistance to the Promoter in respect of the development of the said Land and/or Larger land;



Notwithstanding anything herein contained the Promoter shall not be liable for any defect or damage caused to the said Premises/Apartment or the Real Estate Project/said Building or to rectify any such defect caused as a result of negligence, improper maintenance, improper operation, any change, repair or alteration carried out by the Allottee/s. The liability of the Promoter under this Agreement shall forthwith cease in the event that the Allottee/s makes any such change or carries out any repairs or alterations to the said Premises/Apartment or the Real Estate Project/said Building without the written consent of the Promoter;

- (i) The Promoter may complete part, portion or floor of the said Building and obtain part occupation certificate and give possession of Premises/Apartment therein to the Allottee/s of such Premises/Apartment and the Allottee/s herein shall not be entitled to raise any objection thereto. If the Allottee/s takes possession of the said Premises/Apartment in such partly completed wing, part or portion or floor and the Promoter or its agents or contractors shall carry on the remaining work with the Allottee/s occupying his/her/their Premises/Apartment, the Allottee/s shall not object to, protest or obstruct or create hindrance in the execution of such work, even though the same may cause any nuisance or disturbance to him/her/them;
  - (ii) The Allottee/s shall fully co-operate with the Promoter in the matter of implementation of the scheme for development of Larger Land and the infrastructure and common facilities on the Larger Land without creating any obstruction or interference.
23. This agreement to the extent it lays down covenants on the part of the Allottee to be observed for the common benefit of all acquirers of Premises/Apartment in the said building is for the benefit of all acquirers of Premises/Apartments in the said building, and the benefit thereof shall endure to all of them, and the terms and conditions thereof shall be available for enforcement not only by the Promoters herein but also by the acquirers of other Premises/Apartments in the said building, and this Agreement shall bind to the extent applicable the permitted transferees of Premises/Apartments from the Allottee also.
24. Nothing contained in this agreement is intended to be nor shall be construed to be a grant, demise or assignment in law of the said Premises/Apartment or the Real Estate Project, or the said Building, or the said Land or the said Larger Land or any portion of thereof or the said building now under construction thereon, such conferment to take place only on the transfer of the said lands together with the building(s) constructed thereon to the Co-operative Society got registered by the acquirers and allottees of Premises/Apartments in the said building in the manner disclosed herein; the Allottee shall have no claim save and except to the said Premises/Apartment hereby agreed to be acquired by him, and all open spaces, parking spaces, lobbies, staircase, terraces, etc. shall remain the property of the Promoters until the said Land and building are transferred by the Promoters to the Society as hereinbefore mentioned.

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25. **PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE:**

- (i) The Promoter shall be at liberty to raise funds and avail loans and finance for developing the said Project Land and the Larger Land and for the said purpose shall be at liberty to create mortgage, charge, encumbrance in respect of its right, title and interest in the said Project Land and/or the said Larger Land or any part thereof and its development potential therein and the Allottee/s shall not raise any objection(s) whatsoever in this regard. However, the Promoter shall ensure that such a charge/mortgage created shall not in any way jeopardize the rights of the Allottee/s in respect of the said Premises/Apartment. Provided however, that nothing shall affect the already subsisting mortgage/charge created over the said Premises/Apartment.
- (ii) After the Promoter execute this Agreement they shall not mortgage or create a charge on the said Premises/Apartment, and if any such mortgage or charge is made or created, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or hereafter take the said Premises/Apartment.

26. **FACILITY MANAGEMENT:**

- (i) The Promoter has informed the Allottee that till the registration of the Society in respect of the said building by the acquirers of Premises/Apartments therein take full and complete charge of the administration of the said building, and with a view to secure that on account of dissensions amongst the purchasers of Premises/Apartments, the maintenance servicing and working of the various amenities and facilities provided in the building do not suffer, the Promoters reserve the right to tie up with a professional Facility Management Agency for cleaning of the common portions of the building, lift and staircase, collection and disposal of garbage from individual Premises/Apartments, the working of water supply and pumping arrangements, the working of the lift, provision of proper security arrangements, the working of equipments which may be provided for securing safety of the occupants of the building provided in the said building, the operation and maintenance of common facilities as also common portions in the said building and attending to the general maintenance of the said building. As a term of the Agreement herein, with a view to achieve the aforesaid, the Promoters have stipulated that they would be entrusting the aforesaid facilities, in the first instance, to a Facility Management Agency and the acquirers of Premises/Apartments would be liable, as part of their obligations, to contribute the proportionate share of the amounts payable by them, including the fees and charges payable by them to the Facility Management Agency. The Allottee has acquainted himself with the said stipulation and the consequences thereof, including the resulting financial implications there from. The Allottee confirms that he shall abide by and give effect to the said stipulation and not raise any grievance about the same.
- (ii) Notwithstanding the other provisions of this Agreement, the Promoter shall be entitled to nominate any person ("Project Management Agency") to manage the operation and maintenance of the Buildings constructed/ to be constructed on the said Project Land/Larger Land, common amenities, common areas, facilities and the infrastructure on the said Project Land/Larger Land, or part thereof after



related to herein. Such charges may vary and the Allottee/s agrees that it shall not raise any dispute regarding the appointment of any Project Management Agency by the Promoter for the Real Estate Project or towards the maintenance charges determined by such agency. It is agreed and understood by the Allottee/s that the cost of maintenance of the Real Estate Project and the part of the said Project Land/ Larger Land and other common areas, facilities and infrastructure in the part of the said Larger Land shall be borne and paid by only the Allottee/s and other Allottees/occupants on a pro-rata basis. The Allottee/s agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter and/or the Project Management Agency, including, without limitation, payment of the Allottee's share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the said Project Land/said Larger Land and buildings constructed thereon from time to time. The Allottee/s is/are aware that the Promoter is not in a business of providing services proposed to be provided by the Project Management Agency. The Parties hereto agree that the Promoter is not and shall not be responsible or liable in connection with any defect or the performance or non performance or otherwise of the services provided by the Project Management Agency.

27. The Promoter shall have the right to designate any space on the said Project Land/said Larger Land to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the Allottees of the Premises/Apartment in the buildings that may be developed on the said Project Land/said Larger Land, free or on payment of charges to such utility providers. The Promoter shall also be entitled to designate any space in the said Project Land/said Larger Land to such utility provider either on leave and license or sub-lease or leasehold basis for the purpose of installing power sub-stations/equipments with a view to service the requirement in the said Land/ said Project Land/Larger Land and the buildings constructed thereon.

28. **RIGHT TO INSTALL HOARDING/BOARDS/LOGO ON THE BUILDING/LARGER LAND:**

(i) The Promoters shall be entitled and shall have right to install or have installed hoardings/boards/ their logo of their brand name in/upon one or more places in the said building in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Real Estate Project /Building/Larger Land and on the façade, terrace, compound wall or other part of the Real Estate Project/Building/Larger Land as may be developed from time to time without being liable to pay any fees/charges cost in this respect to the Society and the Allottee/s agree not to object or dispute the same. The Promoter shall also be entitled to place, select, decide hoarding/board sites.

(ii) It is expressly agreed that the Promoter shall be entitled to put a hoarding or give on lease site for pager station, cell base station and telecom towers, solar panels or any other utility on said Land/ said Project Land/Larger Land or on the Building or any part thereof including the terrace and the said hoardings may be illuminated or comprising neon sign and for that purpose Promoter is fully authorized to allow temporary or permanent erection or installation either on the exterior of the Building/ said Project Land/Land/Larger Land as the

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case may be and the Allottee/s agrees not to object or dispute the same without being liable to pay any fees/charges cost in this respect to the Society or the final organization that may be formed. The Promoter shall be entitled to install its logo in one or more places in or upon the Building/ said Project Land/Land/Larger Land and the Promoter reserves to itself full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the logo.

29. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Schedule specified in Annexure "10", ("Premises and Transaction Details") annexed hereto, within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Allottee(s) fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15(fifteen) days from the date of its receipt by the Allottee/s the application of the Allottee shall be treated as cancelled without any further act of parties and all sums deposited by the Allottee in connection therewith, including the booking amount shall be forfeited to the Promoters, and the Allottee shall then cease to have any right or interest to or in the said Premises/Apartment or against the Promoters.

30. **ENTIRE AGREEMENT:**

The parties hereto record that the Agreement herein alongwith its schedules and annexures constitutes and records the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes all understandings, agreements, allotment letter, correspondence, arrangements, whether written or oral, if any between the Parties with regard to the said Premises/Apartment as the case may be.

31. **WAIVER:**

Any delay or indulgence shown by the Promoters in enforcing the terms hereof, or any forbearance or giving of time by the Promoters to the Allottee shall not be construed as waiver on the part of the Promoters of any breach or non-compliance with any of the terms or conditions hereof by the Allottee, nor shall the same in any manner prejudice the Promoters' rights in law or hereunder.

32. **NOTICE:**

All notices to be served on the Allottee/s and the Promoter in connection with this Agreement shall be deemed to have been duly served on the Allottee/s or the Promoter if sent to the Allottee/s or the Promoter by Registered Post A.D. or by Courier or by Hand Delivery or by E-mail to the address at their respective addresses specified below:

Allottee/s

: Mr. Dharmaji V.S. Srikanth

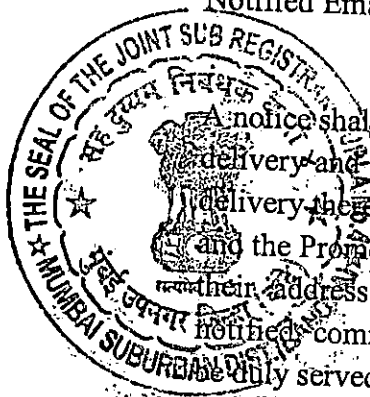
: Mr. Dharmaji Venkata Sesa Raghavendra Rao

Address

: Flat no. 301, H 33 Building, Global city,

Address : C-4, Ground Floor, Ravi Apartments,  
Sevaram Lawani Road, Mulund West,  
Mumbai 400 080

Notified Email ID : customercare@marathonrealty.com



A notice shall be deemed to have been served (a) if personally delivered at the time of delivery and (b) if sent by Courier, Registered Post A.D. or by E-mail, at the time of delivery thereof to the person receiving the same. It shall be the duty of the Allottee/s and the Promoter to inform each other in the event the Allottee/s or Promoter changes their address subsequent to the execution of this Agreement. Unless otherwise notified, communications and letters posted at the above address shall be deemed to be duly served and received by the Promoter or the Allottee/s, as the case may be.

**33. JOINT ALLOTTEES:**

In case there are joint Allottees, all communications shall be sent by the Promoters to the Allottee whose name appears first and at the address given by him, which shall for all intents and purposes be deemed to have been properly served on all the Allottees.

**34. RIGHT TO AMEND:**

This Agreement may be amended only by the written consent of the parties.

**35. PROVISIONS OF THIS AGREEMENT APPLICABLE TO THE ALLOTTEE/SUBSEQUENT ALLOTTEES:**

It is clearly understood and so agreed by and Between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent transferees/allottees of the said Premises/Apartment, in case of a transfer, as the said obligations go along with the said Premises/Apartment, for all intents and purposes.

**36. SEVERABILITY:**

If any provision of this Agreement is determined to be void or unenforceable under the provisions of the Act or the Rules and Regulations made hereunder or under other applicable laws, the provisions of this Agreement shall be deemed to be deleted or amended insofar as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the provisions of the RERA Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**37. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment in common with other Allottee(s) in the Project, the same shall be in proportion of the carpet area of the said Premises/Apartment to the total carpet area of all other premises/apartments in the Project. It is expressly agreed and the Allottee/s is aware that as a result of changes in the building plans of the said Building/Real Estate Project and/or the Layout of the said Larger Land, the share of the said Premises/Apartment and/or the Allottee/s in the common areas and facilities may increase or decrease. The Allottee/s hereby expressly consents to such changes in the

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said share and hereby expressly authorizes the Promoter to so increase or decrease the said share of the Premises/Apartment and/or the Allottee/s in the common areas and facilities of the said Building/Real Estate Project and the Allottee/s hereby irrevocably agrees to accept the said share.

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**38. FURTHER ASSURANCES:**

Both parties agree that they shall execute acknowledge and deliver to the other such instruments and take such other actions in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**39. PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Promoters through their respective Authorised Signatories at the Promoters' office at Mumbai. After the Agreement is duly executed by the Allottee and the Promoters or at some other place, which may be mutually agreed between the Promoter and the Allottee/s after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution of this Agreement, this Agreement shall be registered at the office of the concerned Sub-Registrar of Assurances.

The Allottee/s and/or the Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoter will attend such office and admit execution thereof.

**40.** This Agreement shall always be subject to the provisions of the RERA Act, the said Rules and the said Regulations or any statutory requirement or modification thereof.

**41. GOVERNING LAW:**

This Agreement and the rights, entitlements and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with laws of India and the Competent Courts of Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

**42. STAMP DUTY AND REGISTRATION:**

Any one of the clauses stated below will be applicable to the Allottee/s as per fact of the case:

The stamp duty and registration charges and other incidental charges payable on these presents and on other documents to be executed pursuant hereto shall be borne and paid by the Allottee exclusively and the Promoters shall not be liable to bear or pay any part of the same. In case there is any increase in the Stamp Duty, the Allottee confirms and undertakes to pay such increased stamp duty amount without any delay or demurr.

**OR**

The stamp duty upto an amount of NIL (Rupees NIL Only) and the Registration Charges of NIL (Rupees NIL Only) shall be borne and paid by the Promoter and the Allottee/s shall be liable for payment of any amount over and above the above mentioned amount in the event any liability towards the Stamp Duty arises in future. The Allottee/s shall lodge this Agreement before the concerned Sub-Registrar of Assurances within the time prescribed by the Registration Act, 1908 and after due

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

Promoter : AAMFS8354H

Hottees : AYWPD1281G, BCIPR3801H



**THE FIRST SCHEDULE ABOVE REFERRED TO**

*(Description of the said Larger Land)*

All the pieces and parcel of land total admeasuring 3288 sq. mtrs. consisting of an area of 250 sq.mtrs. bearing CTS No.31/B corresponding to Old Survey No.125 and New Survey No.125/1/3, an area admeasuring 663.20 sq.mtrs. bearing CTS No.32, 32/1 to 32/3 corresponding to Old Survey No.123 and New Survey No.123/2, an area admeasuring 2013.40 sq.mtrs. bearing CTS No.33(pt), corresponding to Old Survey No.123 and New Survey No.123/2, and an area admeasuring 38.90 sq.mtrs. bearing CTS No.34 corresponding to Old Survey No.123 and New Survey No.123/2 situated, lying and being at Village Kanjur, Taluka Kurla, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and in the District of Mumbai Suburban within the limits of "S" ward of Mumbai Municipal Corporation of Greater Mumbai Utkarsh Nagar, Bhandup (West), Mumbai - 400 078.

North: CTS.28 Adj Slum

South: CTS.192 Adj Slum

East: CTS.31/32 Adj Jeevan Anand Building

West: CTS 01 Adj Slum

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**FIRSTLY**

*[Description of the said Project Land]*

All that Land admeasuring 1604.53 sq.mtrs (approximately) situate at Village Kanjur, Taluka Kurla, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and in the District of Mumbai Suburban being the portion of the said Larger Land as mentioned in the First Schedule hereinabove.

**SECONDLY**

*[Description of the said Land]*

All that Land admeasuring 547.02 sq.mts. (approximately) situate at Village Kanjur, Taluka Kurla, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and in the District of Mumbai Suburban being the portion of the said Project Land as mentioned in Firstly in Second Schedule hereinabove.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

*[Description of the said Premises/Apartment]*

All the right, title and interest in the Flat/Premises/Apartment No. 2004 admeasuring 18.30 Sq.mts. CARPET Area on the 20 floor, ' B ' Wing in the Building/Real Estate Project known as 'Marathon Neoskies' being constructed on the said Land described in the Secondly in Second Schedule hereinabove with/without exclusive right to use the NIL number of Car Parking Slot/s.

*[Handwritten signature]*

*[Handwritten initials: J.S. DR]*

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

*(Description of Areas and Facilities of Larger Land)*

1. Paved Access.
2. Well designed compound walls and security gates shall be provided.
3. Recreational Space.

The common areas and amenities as mentioned in this Schedule for the Larger Land shall be completed at the time of completion of the entire construction on the said Larger Land.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

*(Description of Common Areas, Facilities and Amenities of Said Building)*

1. Grand Entrance Lobby
2. Staircase
3. Gymnasium
4. Society Office
5. Fire Fighting Facility as per local norms
6. Lifts

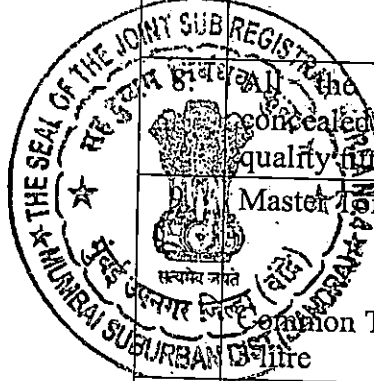
The common areas and amenities as mentioned in this Schedule for the said Building shall be completed on completion of the said Building.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**

*(Description of Internal Amenities alongwith branding and pricing of the said Premises)*

Sr. No.	Internal Amenities	Brand	Price
1.	The structure shall be of R.C.C with excellent exterior elevations on all four sides		-
2.	Lifts with spacious and decorative entrance passage	ThyssenKrupp/Schindler/Kone/EROS/Johnson or equivalent.	-
3.	All rooms flooring-Vitrified tiles(600mm x 600mm)	Kajaria/Nitco/Johnson/Somany/Simpolo or equivalent	Rs.44/- per Sq.ft.
4.	Walls and ceiling Painting-Acrylic based distemper paint	Godavari/Asian Paint/Berger/Nitco/Dulux or equivalent.	-
5.	Kitchen Platform- Granite Kitchen Sink -Stainless Steel SS304 Satin Finish	Carysil/Franke/Nirali or equivalent	Rs.2200/- per no.

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	Dado-Ceramic tiles(300 x 450 mm)	Kajaria/Nitco/Johnson/Somany/Simpolo or equivalent	Rs.34/- per Sq.ft.
	Flooring -Ceramic tiles(300 x 300mm)	Kajaria/Nitco/Johnson/Somany/Simpolo or equivalent	Rs. 32/- per Sq. ft.
	All the toilets shall have concealed plumbing with I.S.I quality fittings		
	Master Toilets-Boilers 15 litre	Venus/ Racold/ Spherehot/ Rocket/ Jaquar or equivalent	Rs.5000/- per no.
	Common Toilets-Instant Geysers	Venus/ Racold/ Spherehot/ Rocket/ Jaquar or equivalent	Rs. 2100/-per no.
10.	Chrome finish bathroom fittings and sanitary ware of ISI approved company		
11.	CP & Sanitary fittings	Jaquar/ROCA/ Parryware/ CERA or equivalent.	
12.	All the Windows - Powder Coated Aluminium	Jindal /Hindustan Aluminium/Global/ Bonco or Equivalent sections.	
13.	All The Door Frames - Red Merandi  Room Shutter - 35mm Thickness Flush Doors with Both Side laminated.  All Toilets Shutter shall be flush door with both side laminated.	Shutters - Kalpataru/ Shreeji/ Sanghvi/ Sunrise Or equivalent make.	Main Door @Rs. 203/- Sq.ft. Bedroom door @Rs.191/- Sq.ft. & Toilet door @Rs. 191/- Sq.ft.
14.	Intercom system at security gate for the communication in each flat shall be provided MTNL wiring shall be concealed		
15.	Provision for T.V. cable connection in each flat with concealed Plug Points		
16.	C.C.T.V. security system shall be provided to screen visitors at ground floor	HikVision/ CP Plus/ Dahua/ Panasonic or equivalent.	
17.	All the Electrical Wiring shall be concealed having Copper wire	Polycab/ KEI / Finolex or equivalent.	
18.	Circuit Breakers shall be provided in place of Fuses	ABB /Schneider /L&T/ Anchor/ Siemens or equivalent.	

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IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale in the presence of attesting witness, signing as such on the day first above written.

**SIGNED, SEALED AND DELIVERED**

by the within named "PROMOTER"

M/s. Suyog Developers

through its \_\_\_\_\_

For Suyog Developers  
*M. Dwarakanath K. Rao*  
 Authorized Signatory.

**MR. DWARKANATH K. RAO**

in the presence of.....

1. Ankita Patil *Ankita*
2. Sandeep Chavan *Sandeep*



**SIGNED AND DELIVERED**

by the within named "Allottee/s"

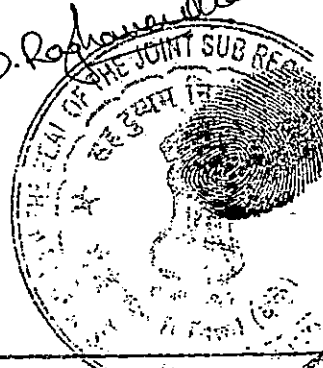
Mr. Dharmaji V.S. Srikanth

Mr. Dharmaji Venkata Sesha Raghavendra Rao

in the presence of.....

1. Ankita Patil *Ankita*
2. Sandeep Chavan *Sandeep*

*D. Srikanth*



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Annexure "3B"

Annexure "3C"



Annexure "4A"

Annexure "5"

Annexure "6" & "6A"

Annexure "7"

Annexure "8"

Annexure "9"

Annexure "10"

Annexure "11"

- Copy of LOI issued by SRA dated 6<sup>th</sup> November 2017
- Copy of IOA issued by SRA for the Sale Building dated 26<sup>th</sup> July, 2018
- Copy of Amended IOA issued by SRA for the Sale Building
- Details of Commencement Certificate and further revised /amended approvals
- Copy of Commencement Certificate issued by SRA for Sale Building bearing No.S/PVT/0122/20150526/AP/S dated 5<sup>th</sup> December, 2018 and revised/amended from time to time
- Property Register Card
- Title Certificate dated 14<sup>th</sup> February, 2019 and Addendum to Title Certificate dated 18<sup>th</sup> July, 2019 issued by Advocate Prasanna Tare
- Details of Mortgage
- Larger Land and Real Estate Project Details
- Sanctioned Floor Plan
- Premises and Transaction Details
- RERA Certificate

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**RECEIPT**



Rs. 2,92,581.00 (Rupees: Two Lakh Ninety Two Thousand Five Hundred Eighty One Only) being the part Sale consideration in respect of sale of the Premises hereinabove mentioned as follows :

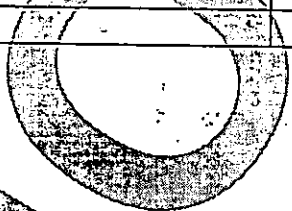
Received towards service tax/GST	2,926.00
Received towards consideration of said flat	2,92,581.00
<b>Total</b>	<b>2,95,507.00</b>

Sr. No.	Cheque/RTGS No.	Cheque Date	Bank	Amount (Rs.)
1	363949780736	Sep 30, 2023	ICICI BANKING CORP. LTD.	50,000.00
2	332009764194	Nov 16, 2023	STATE BANK OF INDIA	100.00
3	332320909926	Nov 19, 2023	STATE BANK OF INDIA	2,45,407.00
<b>Total</b>				<b>2,95,507.00</b>

We say received  
For M/S Suyog Developers

  
Authorized Signatory

1. Avinash Pandel 
2. Sandeep Chavan 



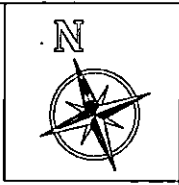
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**MARRA**

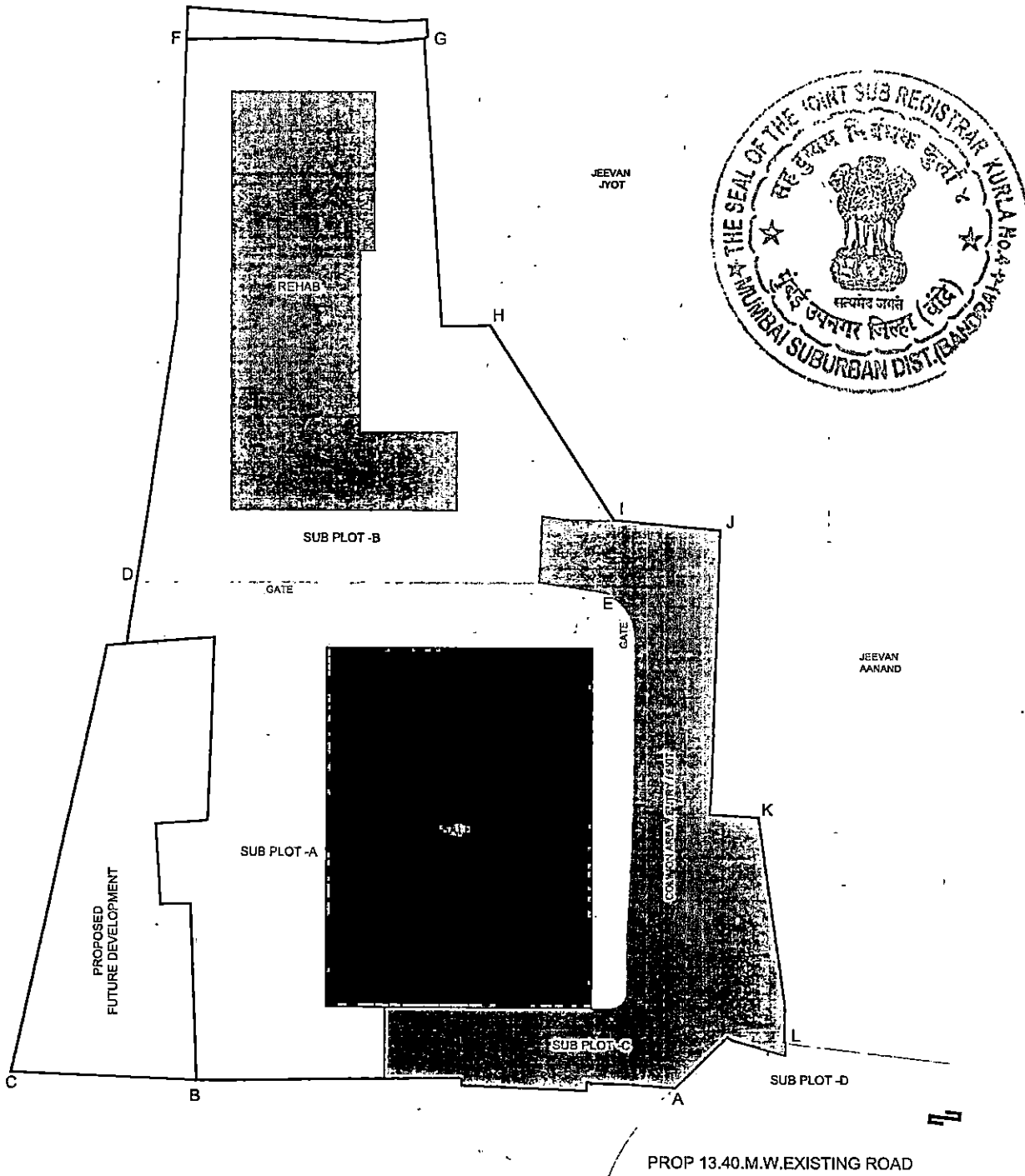


LEGEND

- SANCTION LAYOUT
- PROPOSED LAYOUT
- SALE BUILDING
- ▨ REHAB BUILDING
- ▩ COMMON AREA / ENTRY / EXIT
- ▧ AREA TO BE HANDED OVER



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No.: SRA/ENQ/2823/B/PV/L01  
 Date: 6 NOV 2017

1. Architect : Mr. Santosh Kumar Dubey of M/a. Marbh  
 702, Marabh Mas, Mulund Goregan Link  
 Road, Mulund (west), Mumbai-400 081.

2. Developer : M/a. Suyog Developers  
 702, Marabh Mas, Mulund Goregan Link  
 Road, Mulund (west), Mumbai-400 080.

3. Society : Shiv Sai SRA CHS. (Prop.)  
 C.T.S No. 31/B(1), 32, 32/1(1), 33(1), 34 of  
 village Kanjur, Utkarsh Nagar, Ehasdup (W),  
 Mumbai -400 078.

Subject: Issue of LOK Proposed S. R. Scheme on plot bearing C.T.S. No.  
 31/B(1), 32, 32/1(1), 33(1) & 34, of village: Kanjur,  
 Utkarsh Nagar, Ehasdup (W), Mumbai -400 078.

Ref: SRA/ENQ/2823/B/PV/L01

**Conditions**

With reference to the above mentioned Slum Rehabilitation Scheme and  
 on the basis of documents submitted by applicant, this office is pleased to  
 issue in principle approval to the scheme in the form of this Letter of Intent  
 (LOI) subject to the following conditions:

1. This Letter of Intent is issued on the basis of plot area certified by the  
 Architect and the Assurance - II issued by Competent Authority and  
 all relevant documents.
2. This LOK is valid for the period of 3 (three) months from the  
 date of issue. However, if IOA/CC are obtained for any one bldg. of the  
 project then this LOK will remain valid till validity of IOA/CC.
3. The built up area for sale and rehabilitation shall be as per the following  
 scheme parameters. In the event of change in area of plot, one of eligible  
 built up area parameters shall be got revised from time to time.

Administrative Building, Prof Asant, Kanakar Marg, Bandra (East), Mumbai - 400 051  
 Tel: 2656 8800, 2656 0423 / 1870, Fax: 022 2659 0437, E-mail: info@sra.gov.in

SRA/ENQ/2823/B/PVT/L01

7. Details of L.O.I. Remarks :- As per the D.P. Remarks vide v/n.  
 CDR/777/2017 dated 01.12.2014, On S.R. scheme under reference  
 is Residential Zone Fa is not reserved for any public purpose.
8. The Developer shall pay Rs. 40,000/- per tenement towards  
 Maintenance Deposit and shall also pay Infrastructural Development  
 charges @ Rs. 500/- (Rupees) / Rs. 500/- (Sqft) per sq.m) to the Slum  
 Rehabilitation Authority as per Circular no. 70 dated 10/08/2016 as  
 decided by the Authority.
9. The Developer shall hand over PAP tenements if any within three months  
 after grant of IOA. The said PAP tenements as mentioned in salient  
 feature condition no.3 above shall be handed over to the Slum Rehabilitation  
 Authority/MHADA/MCCM or any designated Govt. Authority for Project  
 Affected Persons, each of carpet area 25.00 sq.m. free of cost.  
 The PAP tenements shall be marked as a PAP tenement in front doors  
 prominently. After completion of the building, PAP tenements shall be  
 protected by the developer at his cost till handing over to the concerned  
 authority by providing security guards etc.
10. The Amenities Tenements of Anganwadi as mentioned in salient features  
 condition no.3 above shall be handed over to the Women and Child  
 Welfare Department, Government of Maharashtra as per Circular No.  
 129, Welfare Centre, Society Office as mentioned in salient features  
 condition no.3 above shall be handed over to the slum dwellers society to  
 use for specific purpose only, within 30 days from the date of issue of  
 IOA of Rehab/Composite bldg. handing over / Taking over receipt shall  
 be submitted to SRA by the developer.
11. The conditions if any mentioned in certified Assurance-II issued by the  
 Competent Authority, it shall be complied and compliances thereof shall  
 be submitted to this office in time.
12. The Developer shall rehabilitate all the additional tenement dwellers if  
 declared eligible in future by the competent Authority, after submitting  
 plans wherever necessary or as may be directed.
13. The Developer shall submit various NOCs including that from MDDP as  
 applicable from the concerned authorities in the office of Slum  
 Rehabilitation Authority from time to time during the execution of the  
 S.R. Scheme.
14. The Developer shall complete the rehab component of project within the  
 stipulated time period from the date of issue of IOA to 1<sup>st</sup> rehab building  
 as mentioned below:-  
 Plot area up to 4000 sq.mt. - 35 months.  
 Plot area between 4001 to 7500 sq.mt. - 60 months.  
 Plot area more than 7500 sq.mt. - 72 months.  
 In case of failure to complete the project within stipulated time period the  
 extension be obtained from the CEO/SRA with valid reasons.

SRA/ENQ/2823/B/PVT/L01

each building, in conformity with the modified D.C. Regulations of 1991 in the  
 office of the undersigned within 90 days from receipt of this LOK.

Yours faithfully,

  
 Chief Executive Officer  
 Slum Rehabilitation Authority

[Hon. CEO (SRA) has signed the LOI on 23/9/2017]

The salient features of the scheme are as under:

Sr. No	Description	Gross plot
1	Gross area of plot considered for S.R. Scheme	3288.00
2	Deduction for, i) Buildable/ non-buildable	Nil
3	ii) Road set back	0.56
3	Balance area of plot	3287.44
4	Less 15% deductible RG if applicable	Nil
5	Net area of plot	3287.44
6	Additional for FSI purpose (1/10th = 100%)	0.56
7	Total plot area for FSI purpose	3288.00
8	Max. FSI permissible on the plot	3.00
9	Total Max. BUA Permissible on the plot	9864.00
10	Net built up area (including areas under staircase & common passage)	4960.00
11	Built up area of Common passage, Balwadi, Welfare center, & Society office	1484.96
12	Rehabilitation Component	6509.81
13	Safe component in sq. ratio	6869.51
14	Total BUA sanctioned for the scheme	11755.57
15	Total FSI sanctioned for the scheme	3.57
16	Safe BUA permissible in-situ	4977.14
17	Total BUA proposed to be consumed in-situ	9864.00
18	FSI proposed to be consumed in-situ	3.00
19	TDR generated in the scheme	1892.57
20	No. of slum dwellers to be accommodated	R = 141
21	No. of PAP tenements in the Scheme	23
22	AI BUA of buildable reservation (Primary School)	Nil
23	AI Area of non-buildable reservation	Nil

4. This LOI is issued on the basis of documents submitted by the  
 applicant. If any of the document submitted by Architect / Developer  
 / Society or Owner are proved fraudulent/misappropriated before the  
 Competent Court/HQC and if directed by Competent Court (HQC) to  
 cancel the LOI, then the LOI is liable to be cancelled and concerned  
 person/Society /Developer/Architect are liable for action under various  
 provisions of IPC 1860 and Indian Evidence Act, 1872.
6. Details of land Ownership :- Private Land.

Details to Access :- As per road status remark vide v/n  
 AGA/2009/NEWS dated 23/07/2015, titled by Anil Langoo (MUM)  
 3<sup>rd</sup> Ward, plot is accessible by 2.10 mtrs. level, with constraints.

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SRA/ENQ/2823/B/PVT/L01

15. The Developer shall register society of all eligible slum dwellers to be re-  
 housed under Slum Rehabilitation Scheme before issue of IOA. After  
 finalizing the statement of Project Affected Persons (PAP) by the  
 Competent Authority they shall be accommodated as members of  
 registered society.
16. The Developer, Architect shall submit the duly notarized Intimacy Bond  
 on Rs.200/- non-judicial stamp paper, indemnifying the Slum  
 Rehabilitation Authority for its public liability, any accident, death, personal  
 accident on site, risks or any damage to the land, arising out of the use of  
 the plot with the slum dwellers, property owners or any other person  
 IOA in a prescribed form.
17. The Developer shall submit the duly notarized Intimacy Bond on Rs.200/-  
 non-judicial stamp paper, indemnifying the Slum Rehabilitation Authority  
 for its public liability, any accident, death, personal accident on site, risks  
 or any damage to the land, arising out of the use of the plot with the slum  
 dwellers, property owners or any other person IOA in a prescribed form.
18. A) The Society/Developer shall submit the duly approved  
 LOI and Assurance-II on the spot to the Competent Authority and/or to  
 the area of jurisdiction. The photo of the IOA and Assurance-II shall  
 be submitted to concern the Engineer in-charge of the plot within a period of two  
 weeks from the date of this LOI.  
 B) That the developer shall give notice by way of  
 advertisement in prescribed format (as per the S.R. scheme)  
 at least in one local Marathi newspaper and one English & English  
 newspaper in English area and copy of the newspaper shall be  
 submitted to the Engineer in-charge within a period of two weeks  
 from the date of IOA.
19. The IOA/Building Plan shall be submitted in accordance with the  
 Development Control Regulations, Mumbai, 1967 and all other  
 conditions at the time of submission.
20. The Arithmetical error/typographical error in the IOA/Building Plan  
 shall be corrected on either side.
21. That proper safety measures like barricading, safety net etc. shall be  
 taken on site during construction work as may be necessary depending  
 upon the type of work and the developer along with their concerned  
 technical team shall be solely responsible for safety.
22. That you shall pay Government charges to the MCCM authority as  
 directed by Dy. Collector / Additional in Assurance-II.

If applicant Society/Developer/Architect are agreeable to all these  
 conditions, then may submit proposal for approval of plans separately for





SLUM REHABILITATION AUTHORITY

No.: SRA/ENG/2823/S/PL/LOI
Date: 24 JAN 2020

- 1. Architect : Santosh Dubey of M/s. Matrix, 702, Marathon Max, Mulund Goregaon Link Road, Mulund (west), Mumbai.
2. Developer : M/s. Suyog Developers 702, Marathon Max, Mulund Goregaon Link Road, Mulund (west), Mumbai.
3. Society : Shiv Sai (SRA) Co. Op. Hsg. Soc. Ltd.

Subject : Issue of Revised LOI- Proposed Slum Rehabilitation Scheme on land bearing CTS No. 31/B(pt.), 32, 32/1 to 3, 33(pt.) & 34 of village Kanjur, Utkarsh Nagar, Bhandup (w), 'S' Ward, Mumbai - 400 078.

Ref: SRA/ENG/2823/S/PL/LOI

Gentleman,

With reference to the above mentioned Slum Rehabilitation Scheme and on the basis of documents submitted by applicant, this office is pleased to issue in principle approval to the scheme in the form of this Revised Letter of Intent (LOI) subject to the following conditions.

This LOI issued in continuation with the earlier LOI issued under no. SRA/ENG/2823/S/PL/LOI dated 06/11/2017. It stands modified with respect to the conditions mentioned here in below:-

Administrative Building, Prof. Anant Kanekar Marg, Bandra (East), Mumbai - 400 051. Tel.: 2656 5890, 2659 0405 / 1879, Fax : 022-2659 0457, Email: info@sra.gov.in

Table with 3 columns: Sr. No., Amenity, Amenity handed over to. Rows include Balwadi, Society office, Welfare Centre, Women Entrepreneurship, and Community Hall.

- 4. That you shall get D. P. Road / set back land demarcated from A.E. (Survey)/ D.P. T & C department of M.C.G.M. and handed over to M.C.G.M. free of cost and free of encumbrances by transferring the ownership in the name of M.C.G.M. duly developed as per Municipal specification and certificate to that effect shall be obtained and submitted before obtaining C.C. for the last 25% of sale built up area approved in the scheme.
5. That you shall submit NOC/Remarks from office of Ch. Eng.(SWM)/DMC(SWM) for providing segregation centers/OWC's and transportation & deposition of C & D waste generated from site to designated land fill sites as per C & D waste management plan rule 2016.
6. That the developer shall ensure compliance of the provisions of building and other construction workers (Regulation and Employment and conditions of strikes, Act-1996 and submit documentation to that effect in order to comply the various orders of Hon'ble supreme court of India in 1A127961/2018 in SWM(c) No.(s)1/2015.
7. That the work shall not carried out between 10.00 pm. to 6.00 am, only in accordance with rule 5A (3) of noise pollution (regulation & control) Rules 2000 & the provision of notification issued by Ministry of Environment & forest Department.
8. That the cognizance of Govt. Notification dtd. 28.08.2019 shall be taken & the conditions mentioned in the Notification to be followed scrupulously

If applicant Society/Developer/Architect are agreeable to all these conditions, then may submit proposal for approval of plan...

The salient features of the scheme are as under:

Table with 3 columns: Sr.No., Description, Slum Plot. Includes details on area of plot, deductions, balance area, FSI computation, and TDR generated.

All other conditions mentioned in the earlier LOI dated 06/11/2017 are intact and the following additional condition shall be complied with.

- 1. That you shall execute the Conveyance Deed for rehab component and sale component or composite component before requesting BCC certificate respectively.
2. The Developer shall pay Rs. 40,000/- per tenement towards Maintenance Deposit as per clause 9.1 Reg. 33(1b) of DCPR 2034, and shall also pay Infrastructural Development Charges 2% of Ready Reckoner prevailing on the date of issue of LOI per section 10 of the Slum Rehabilitation Authority as per clause 9.2 Reg. 33(1b) of DCPR 2034.
3. The Amenity Tenements as mentioned in salient features condition no.3 shall be handed over within 30 days from the date of issue of C.C. of Composite bldg. & handing over drawings etc. shall be submitted to SRA by the developer.



Copy to:

- 1. Municipal Commissioner, MCGM.
2. Collector Mumbai City/ Mumbai Suburban District.
3. Assistant Commissioner, 'S' Ward, M.C.G.M.
4. Addl/Dy. Collector (Enc. & Rem.) Mumbai City/MSD etc. as applicable.
5. Chief Engineer (Development Plan), M.C.G.M.
6. H.E. of MCGM.
7. I.T. Section (SRA), to publish this LOI on SRA website.

Yours faithfully,

Signature of Chief Executive Officer, Slum Rehabilitation Authority

(Hon'ble CEO[SRA] has approved Revised LOI)



SLUM REHABILITATION AUTHORITY

Administrative Building, P. 1, Court Compound Marg, Bandra (W), Mumbai - 400 051

Intimation of Approval under Sub Regulation 2.3 of Appendix - IV of G.O.R. No. 33 (19) D.A. 18.10.97 of Maharashtra.

26 JUNE 2010

No. SRA/2010/3/PVT/0122/20150520/AP/3 (Sale Bldg)

W/s. Sanyog Developers

4 Ground Floor, C Wing,

Apartment, S. L. Road,

Behind (D) Market, 400 050

With reference to your letter, dated 27/06/2010, dated 27/06/2010 (and enclosed on 29/06/2010) 20 18 and the plans, Sections, Specifications and further particulars and details of your building No. 31/A (pt) 13, 20/1-3-33 (pt) 34, village Kanjur, Unkarsh Nagar, Bandrup (W), Mumbai - 400 078.

Intimated to you under your letter, dated 27/06/2010 20 18 I have to inform you that the proposed construction of the building is work, proposed to be erected or executed in conformity with section 45 of the Maharashtra Regional & Town Planning Act, 1966 as amended up-to-date, subject to the following conditions:

- A. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE COMMENCEMENT OF THE WORK UP TO PLINTH LEVEL
A.1) That the Commencement Certificate (CC) No. 4483 (1) of the MR & TP Act, shall be obtained before starting the proposed work.
A.2) That the compound shall be constructed, after getting the plot delineated from the concerned authority, on all sides of the plot clear of the road side drain without obstructing the flow of rain water from the adjoining building, to prove permeability of building before starting the work as per D.C. Regulation No. 38 (77)
A.2) That the structural Engineer shall be appointed, and the Supervisor as per Appendix 30 D.C. Regulation (30 D) shall be submitted by him.
A.4) The structural design and calculations for the proposed work accounting for system analysis as per relevant I.S. code along with plan shall be submitted to the C.C.

- 5) That the minimum plinth height shall be 30 cm. above the surrounding ground level or in areas subject to flooding the height of plinth shall be at least 60 cm. above the high flood level.
6) That the low lying plot shall be filled up to a reduced level of at least 75 T.M.D. or 15 cm. above adjoining road level whichever is higher with murrum, earth, builders etc. and shall be leveled, rolled, consolidated and sloped towards road.
7) That the internal drainage layout shall be submitted & got approved from concerned Asst. Engineer (SRA) and the drainage work shall be executed in accordance with the approved drainage layout.
8) That the existing structure proposed to be demolished shall be demolished with necessary phase program by executing agreement with eligible slum dwellers.
9) That the Registered site supervisor through Architects/Structural Engineer shall be appointed before applying for C.C. & quarterly report from the site supervisor shall be submitted through the Architects/Structural Engineer certifying the quality of the construction work carried out at various stages of the work.
10) That no construction work shall be allowed to start on the site unless labour insurance is taken out for the concerned labour and the same shall be revaluated time to time. And the compliance of same shall be submitted to this office.
11) That the Registered Undertaking from the Developer shall be submitted for the following
a) Not encroaching part/pocket terrace,
b) Not missing lower ground / silt,
c) Not missing fire escape,
d) To Demolish the excess area if constructed beyond permissible F.S.I,
e) Having over setback land free of compensation alongwith the plan,
f) Not missing fitness centre & handing over the fitness centre to the society of occupants of the building w/rd,
g) Not to misuse Stack parking system shall be equipped with electric sensor device & also proper precaution & safety measures shall be taken to avoid mishap & maintenance shall be done regularly,
h) Not to misuse the entrance lobby,
i) That condition for inadequate maneuvering space for car parking to be included in the sale agreement of prospective buyers & no complaint to SRA in this regard will be made in future & to incorporate a condition in sale agreement informing the prospective buyers regarding inadequate maneuvering space for car parking has been approved in the building w/rd. & that no claims/damages/risks will be held against CEO (SRA) & its staff in to a future.
j) That the buyers / member will not be held liable to SRA for inadequate/sub standard area of rooms in future.
k) That the buyers / member will not be held liable to SRA for deficient open spaces in composite building.
l) That the buyers / member will not be held liable to SRA for failure of mechanical parking system in future.

- 17) That the standby arrangement of generator/ alternative electric power supply requisite capacity shall be made in case of failure of electricity.
18) That all the cantilever projections shall be designed five times of load as per I.S. code 1993-2002 This also includes the column projecting beyond terrace & carrying CHWT etc.
19) That you shall be asked unless payment of advance for providing treatment at construction site to prevent epidemics like dengue, Malaria etc. is made by Insecticide officer of concern ward office & provision shall be made as and when required by Insecticide officer for inspection of water tanks by providing wide but stable ladder etc. & requirements as recommended by Insecticide office shall be complied.
20) That the structural members below the ground level shall be designed considering the effect of chlorinated water, sulphur water, sewage water etc. & any other possible chemical effect & due care while constructing the same will be taken & completion certificate to that effect shall be obtained before granting further C.C. beyond plinth.
21) That you shall submit the Indemnity Bond indemnifying the Slum Rehabilitation Authority and its officers against any accident on site, risks or any damages or claim arising out of any sort of litigation with the slum dwellers / property owners or any others before SRA.
22) That you shall incorporate necessary condition in sale agreement of sale flat owners that they will not blame SRA for inadequate/sub standard area of rooms in future & the prospective buyers will be made aware of the same & no claims / damages / risks will be made against CEO(SRA) & its staff with regards to the same. A copy of sale agreement will have to submit before granting plinth C.C. to building w/rd.
23) That you shall incorporate necessary condition in agreement for sale of sale flat owners that the sale building to be constructed with deficient open spaces in composite building will be made aware of the same & no claims / damages / risks will be made against CEO(SRA) & its staff with regards to the same. A copy of sale agreement will have to submitted before granting plinth C.C. to building w/rd.

Subject to your so modifying your intention as to comply the aforesaid mentioned conditions and meet by requirements. You will be at liberty to proceed with the said building at work at anytime before the expiry of 30 days but not so as to contravene any of the provisions of the said Act as amended or any rules, regulations or by-laws made under that Act at the time in force.

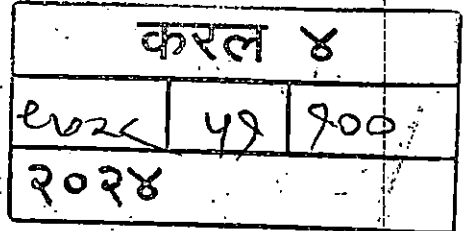
Your attention is drawn to the special instructions and notes accompanying this Intimation of Approval

2010
Executive Engineer, (SRA)

SPECIAL INSTRUCTIONS

- (1) IN CASE OF PRIVATE PLOTS THIS INTIMATION OF APPROVAL, GIVES NO RIGHT TO BUILD UPON LAND WHICH IS NOT YOUR PROPERTY.
(2) Under Section 151E, 152 of MR & TP Act 1966, as amended the Chief Executive Officer, Slum Rehabilitation Authority has empowered the Chief Engineer (SRA) Executive Engineer (SRA) to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the C.E.O. (SRA.) by section of the said Act.
(3) Proposed date of commencement of work should be communicated to this office.
(4) One more copy of the block plan should be submitted to the Collector, Mumbai / Mumbai Suburban District as the case may be.
(5) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector, Mumbai / Mumbai Suburban District before the work is started. The Non-agricultural assessment shall be paid at the rate that may be fixed by the Collector, under the Land Revenue Code and Rules thereunder.

Attention is drawn to the notes accompanying this Intimation of Approval.



- 12) The structural designs and the quality of work shall be strictly as per specifications laid down in Regulation 30 of D.C. 1991 amended up to date.
13) That you shall submit the NOC of the concerned authority in the form of Form No. 10 of the said Act at the time of application for C.C. (SRA)
Sr. No. Particulars of Conditions
1. A.A. / E.E. / S.E. / W.S. / J.C. / J.C. / J.C. of
2. H.C. / S.E. / S.E. / S.E. / S.E. / S.E. of
3. The plan of the building shall be submitted to the C.C. of
4. D.P. / D.P. / D.P. / D.P. / D.P. / D.P. of
5. D.P. / D.P. / D.P. / D.P. / D.P. / D.P. of
6. D.P. / D.P. / D.P. / D.P. / D.P. / D.P. of
7. P.C.O. / P.C.O. / P.C.O. / P.C.O. / P.C.O. / P.C.O. of
8. BEST / BEST / BEST / BEST / BEST / BEST of
9. MCO / MCO / MCO / MCO / MCO / MCO of
10. E.E. (T.C.) of MCO for the building w/rd. C.C. of
11. C.P.D. / C.P.D. / C.P.D. / C.P.D. / C.P.D. / C.P.D. of
14) That the design and construction of proposed building will be done under supervision of Registered Structural Engineer as per all relevant I.S. Codes including seismic loads as well as under the supervision of Architect and Licensed Site Supervisor.
15) That the regular / sanctioned / proposed lines & reservation will be got demarcated at site through A.E. (Survey) / E.E. (T. & C) / P.E. D.P./D.L.R before applying for C.C.
16) That the regular / sanctioned / proposed lines & reservation will be got demarcated at site & additional copy of plan shall be submitted for agreeing to handover the set back land free of compensation & a bank handing & that the setback, handing over certificate will be obtained from Asst. Commissioner, that ownership of setback land will be transferred in name of MCO.

- 28) That the Rain-Water Harvesting system should be installed/provided as per the direction of U.D.D., Govt. of Maharashtra under No. TPB/432004/2133/CR-230/D1/UD-11 dt. 10/03/2003 and the same shall be maintained in good working condition all the time, failing which penalty of Rs.1000/- per annum for every 100 sq.m. of built-up area shall be levied.
29) That the slab of the U O Tank / fire fighting tank & top basement shall be design with 'AA' class loading to bear the load of fire tender wheel.
30) That you shall not carry out work between 10.00 pm to 6.00 am as per Govt. notification.
B. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE FURTHER C.C. OF SUPER STRUCTURE:
1) That a plan showing the dimensions of the plinth and the available open space certified by the Architect shall be submitted and the same shall be got checked & certified by the concerned Sub Engineer (SRA)
2) That the stability certificate for work carried out up to plinth level/ sub level shall be submitted from the Lic. Structural Engineer.
3) That the quality of construction work of bldg. shall be strictly monitored by concerned Architect, Site supervisor, Structural Engineer, Third Party Quality Auditor and Project Management Consultant. The periodical report as regards to the quality of work shall be submitted by Architect along with test result.
4) That you shall submit the P.R. Card with area mentioned in works duly certified by Superintendent of Land Records be amalgamated / sub-divided plan before applying C.C. for last 23% of sale built up area.
C. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE GRANTING C.C. TO ANY PART OF THE PROPOSED SUPER STRUCTURE

- 16) That the single P.R. cards for the amalgamated plot shall be submitted.
- 17) That layout R.O. shall be developed as approved by SRA.
- 18) That the H.O.C. from the A.A. & C. S' Ward shall be obtained and the requisitions, if any shall be complied with before O.C.C.
- 19) That completion certificate from C.F.O. shall be submitted.
- 20) That you shall submit P.R. Card and CTR plan thereby clearly earmarking the rehab plot and sale plot and built up area as per the approved layout.
- 21) That the completion certificate from E.E. (T&C) of MCOM for parking shall be submitted.
- 22) That the completion certificate from Tns Authority (MCOM) shall be submitted.
- 23) That you shall submit the acceptance certificate for building / non-buildable reservations before requesting full OCC of the bldg.

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NOTES

- (1) The proposed work shall be completed within the period specified on site at the time of commencement of the work.
- (2) No work shall be carried out on any site for any shed or house and store for construction purposes, unless the same shall not be allowed as site. The temporary structures for storage of materials shall be demolished before submission of the layout plan and a certificate signed by architect submitted alongwith the layout plan.
- (3) Temporary construction on full height of the building shall be provided and temporary drainage arrangement should be provided for workers, before commencement of work.
- (4) Water collection for constructional purpose shall be given with the hearing is constructed and provision is made to the M.C.G.M. with the required capacity for the collection of drainage water, on the road side drain.
- (5) The owner shall submit the Hydraulic Engineer of M.C.G.M. or his representative in writing of M.C.G.M. at least 15 days prior to the date of commencement of construction work is taken in hand and the same shall be submitted for their construction works and may be used for any other purpose for construction purposes. Failing this, it will be deemed that the same has been approved on the construction works and bits thereof shall be approved.
- (6) The owner shall submit the approved deposits of building materials shall be constructed within 15 days of work start. No materials may be expected to be stored in the open of the property. The same shall be bricks, metal, sand, pebbles, debris etc. should not be stored in the open of the property. The same shall be bricks, metal, sand, pebbles, debris etc. should not be stored in the open of the property. The same shall be bricks, metal, sand, pebbles, debris etc. should not be stored in the open of the property. The same shall be bricks, metal, sand, pebbles, debris etc. should not be stored in the open of the property.
- (7) The work shall not be started unless the compliance of above said conditions is approved by the authority.
- (8) No work should be started unless the structural design is submitted from LSE.
- (9) The work above ground should not be started before the same is shown in this office Sub-Engineer (SRA) concerned and acknowledgment obtained from him regarding correctness of the open space dimension.
- (10) The application for sewer street connection, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation of Greater Mumbai will require time to consider alternative site to avoid the obstruction of the road and footpath.
- (11) All the terms and conditions of the approved layout plan/Division/Amalgamation under No. \_\_\_\_\_ should be adhered to and complied with.
- (12) No building/Drainage Completion Certificate will be accepted and water connection granted (except for the construction purposes) unless road is constructed to the satisfaction of the concerned Ex. Engineer of M.C.G.M. and as per the terms and conditions for sanction to the layout.
- (13) Recreation ground or amenity open space should be developed before submission of building Completion Certificate.
- (14) The access road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of concerned Ex. Engineer of M.C.G.M. including asphaltting, lighting and drainage before submission of the building Completion Certificate.
- (15) Flow of water through adjoining building or culvert, if any should be maintained unobstructed.
- (16) The surrounding open spaces around the building should be consolidated in concrete having broken glass pieces at the rate of 0.125 cubic metres per 10 Sq.Mtrs below pavement.

- (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of the bottom of road side drain without obstructing flow of rain water from adjoining building before starting the work to prove the owner's holding.
- (19) No work should be started unless the existing structures or proposed to be demolished are demolished.
- (20) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plans should not be taken up in hand unless the Chief Engineer (SRA) is satisfied with the following:
  - (a) Specific plans in respect of evicting or releasing the existing tenants on your plot stating their number and the area in occupation of each.
  - (b) Specifically signed agreement between you and the existing tenants that they are willing to evict for the alternative accommodation in the proposed structure.
  - (c) Plans showing the phase programme of construction has to be duly approved by the office before starting the work so as not to contravene at any stage of construction, the Development Control Rules regarding open spaces, light and ventilation of existing structure.
- (21) In case of additional floor no work should be started during monsoon which will give rise to water leakage and consequent nuisance to the tenants staying on the floor below.
- (22) The bottom of the over head storage work above the finished level of the terrace shall not be more than 1 metre.
- (23) The work should not be started above Dst floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary, is obtained.
- (24) It is to be understood that the foundations must be anchored down to hard soil.
- (25) The positions of the rafters at 1 meter spacings in the eavings should be so arranged as not to necessitate the laying of cranes inside the building.
- (26) No new well, tank, pond, cistern or fountain shall be dug or constructed without the prior permission in writing from the Chief Executive Officer of State Rehabilitation Authority.
- (27) All gully traps and open channels shall be provided with tight fitting mosquito proof covers as per relevant I. E. specifications.
- (28) No broken bottle should be fixed over boundary walls. The prohibition refers only to broken bottles & not to the use of plain glass for coping over compound wall.
- (29) If the proposed addition is intended to be carried out on old foundations and structures, you will do so at your own risk.

*AGH*  
26/9/74  
Executive Engineer, (SRA)





**SLUM REHABILITATION AUTHORITY**

No.: S/PVT/0122/20150526/AP/S

Date: 10 FEB 2020

To,  
M/s. Suyog Developers  
4, Ground Floor, C-Wing,  
Ravi apartment, S.L. Road,  
Mulund (w), Mumbai - 400080.

करल ४		
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**Sub:** Amended IOA for the proposed Sale building under Slum Rehabilitation Scheme on plot bearing Plot bearing 31/B(pt.), 32/1 to 3, 33(pt.) & 34 of village Kanjur, Uttikarsh Nagar, Bhandup (W), Mumbai -400 078 for Shivsai SRA C.H.S. Ltd.

**Ref:** Your application u/no. 95/SOP/S dated 27/01/2020.


Gentleman,

There is no objection to carry out the work as per amended plans (i.e. Lower Ground + Upper Ground + 1<sup>st</sup> to 18<sup>th</sup> upper floors) submitted by you vide your letter under reference subject to the following conditions:

- 1) All the conditions of IOA dtd. 26/07/2018 shall be complied with.
- 2) That all the conditions of LOI dtd. 06/11/2017 & Revised LOI dtd. 24/01/2020 shall be complied with.
- 3) That the RCC design, calculation & certificate from licensed Structural Engineer & peer review for the same from another structural Engineer shall be submitted before requesting C.C. to bldg. u/ref.
- 4) That the final plan mounted on canvas shall be submitted before requesting for O.C.C. permission.
- 5) That you shall submit NOC from CFO, MCGM & EE (T&C) MCGM for parking arrangement proposed.
- 6) That you shall submit revised drainage layout.
- 7) That you shall submit undertaking to count required 14 numbers of parking spaces proposed in lieu of fungible compensatory FSI in Sale FSI if fungible FSI is not proposed/claimed in future.

One set of amended plan is returned herewith as token of approval.

Yours faithfully,


  
Executive Engineer- 3  
Slum Rehabilitation Authority



Administrative Building, Anant Kanekar Marg, Bandra(E), Mumbai- 400051  
Tel. : 022-26565800/26599405/1879 Fax : 91-22-26599457 Website : [www.sra.gov.in](http://www.sra.gov.in) e-mail : [info@sra.gov.in](mailto:info@sra.gov.in)

**Copy to:**

- 1) Assistant Commissioner "S" Ward MCGM
- 2) A. A. & C. "S" Ward,
- 3) H. E. of MCGM,
- 4) Architect : Shri. Santosh Dubey of M/s. Matrix.  
702, Marathon Max, Mulund Goregaon Link Road,  
Mulund (west). Mumbai - 400080.

  
10-02-20  
Executive Engineer- 3  
Slum Rehabilitation Authority



SLUM REHABILITATION AUTHORITY

No.: S/PVT/0122/20150526/AP/S

Date: 12 OCT 2021

करल ४

To,  
M/s. Suyog Developers  
4, Ground Floor, C-Wing,  
Ravi apartment, S.L. Road,  
Mulund (w), Mumbai - 400080.

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Sub: Amended IOA for the proposed Sale building under Slum Rehabilitation Scheme on plot bearing CTS No.31/B(pt.), 32/32/1 to 3, 33(pt.) & 34 of village Kanjur, Uttkarsh Nagar, Bhandup (W), Mumbai -400 078 for Shivesai SRA C.H.S. Ltd.

Ref: Your application under no. 1297/SOP/S dt. 01/09/2021


Gentleman,

There is no objection to carry out the work as per amended plans (i.e. wing "A" & "B" consisting of Lower Ground (part) + Upper Ground + 1<sup>st</sup> to 20<sup>th</sup> + 21<sup>st</sup> (pt.) upper floors with height of 67.05 mtr.) submitted by you vide your letter under reference subject to the following conditions:

- 1) All the conditions of IOA dtd. 26/07/2018 & A.P. dtd. 10/02/2020 shall be complied with.
- 2) That all the conditions of LOI dtd. 06/11/2017 & Revised LOI dtd. 24/01/2020 shall be complied with.
- 3) That you shall submit the RCC design, calculation & certificate from licensed Structural Engineer.
- 4) That the final plan mounted on canvas shall be submitted before requesting for O.C.C. permission.
- 5) That you shall comply all the condition mentioned in registered undertaking before full OCC to building u/ref.
- 6) That you shall submit certificate from flat buyers who availed of benefits stamp duty vide G.R. No.TPS-1820/AN-27/P.K.80/20/NV-13 dt.14/01/2021 before OCC for building u/ref.

One set of amended plan is returned herewith as token of approval.

Yours faithfully,


  
Executive Engineer- 3  
Slum Rehabilitation Authority



Administrative Building, Prof. Anant Kanekar Marg, Bandra (East), Mumbai - 400 051.  
Tel.: 2656 5800, 2659 0405 / 1879, Fax : 022-2659 0457, Email: info@sra.gov.in

Copy to:

- 1) Assistant Commissioner "S" Ward MCGM
- 2) A. A. & C. "S" Ward,
- 3) H. E. of MCGM,
- 4) Architect: Shri. Santosh Dubey of M/s. Matrix.  
702, Marathon Max, Mulund Goregaon Link Road,  
Mulund (west), Mumbai - 400080.

  
Executive Engineer- 3  
Slum Rehabilitation Authority



SLUM REHABILITATION AUTHORITY

No.: S/PVT/G122/20150526/AP/S

Date: 04 SEP 2023

To,  
M/s. Suyog Developers  
4, Ground Floor, C-Wing,  
Ravi apartment, S.L. Road,  
Mulund (w), Mumbai - 400080.

करल ४		
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३०२४		

Sub: Amended IOA for the proposed Sale building under Slum Rehabilitation Scheme on plot bearing CTS No.31/B(pt.), 32, 32/1 to 3, 33(pt.) & 34 of village Kanjur, Uttkarsh Nagar, Bhandup (W), Mumbai - 400 078 for ShivsaiSRAC.H.S. Ltd.

Ref: Your application under no. 1056/SOP/S dt.26/06/2023.

Gentleman,

There is no objection to carry out the work as per amended plans (i.e. wing "A" & "B" consisting of Lower Ground (part) + Upper Ground + 1<sup>st</sup> to 22<sup>nd</sup> upper floors with height of 67.05mtr.) submitted by you vide your letter under reference subject to the following conditions:

- 1) All the conditions of IOA dtd. 26/07/2018, amended approval dated 19/02/2020 & 12/10/2021 shall be complied with.
- 2) That all the conditions of L.O. dtd. 05/11/2017 & Revised LOI dtd. 28/03/2018 shall be complied with.
- 3) That you shall submit the RCC design, calculation & certificate from a qualified Structural Engineer.
- 4) That the final plan, mounted on canvas shall be submitted before requesting O.C.C. permission.

One set of amended plan is returned herewith as token of approval.

Yours faithfully

*-sd*  
Executive Engineer- 3  
Slum Rehabilitation Authority



Administrative Building, Prof. Anant Kanekar Marg, Bandra (East), Mumbai - 400 051.  
Tel.: 2659 5800, 2269125800 / 1878, Fax : 022-2659 0457, Email: info@sra.gov.in

Copy to:

- 1) Assistant Commissioner "S" Ward MCGM
- 2) A. A. & C. "S" Ward,
- 3) H. E. of MCGM,
- 4) Architect: Shri. Santosh Dubey of M/s. Matrix,  
702, Marathon Max, Mulund Goregaon Link Road,  
Mulund (west), Mumbai - 400080.

*[Signature]*  
Executive Engineer- 3  
Slum Rehabilitation Authority

**ANNEXURE "4"**

(Details of Commencement Certificate and further revised/amended approvals)

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**1. Details of Commencement Certificate:**

- i. The Slum Rehabilitation Authority ("SRA") has issued Commencement Certificate ("CC") bearing No. S/PVT/0122/20150526/AP/S dated 05<sup>th</sup> December, 2018 in respect of the Sale Building upto Plinth Level subject to terms and conditions stated therein and same is re-endorsed on 27<sup>th</sup> February, 2020.
- ii. The CC is further extended on 10<sup>th</sup> June, 2021 for upper ground plus 1<sup>st</sup> to 5<sup>th</sup> upper floors with brickwork & plaster and R.C.C. framework only from 6<sup>th</sup> to 15<sup>th</sup> upper floors for Sale Building.
- iii. The CC is further extended on 20<sup>th</sup> October, 2021 for 6<sup>th</sup> to 8<sup>th</sup> floors with brickwork & plaster and R.C.C. framework from 16<sup>th</sup> to 17<sup>th</sup> upper floors for Sale Building and further extended on 3<sup>rd</sup> June, 2022 for Sale Building, subject to the terms and conditions stated therein and revised/amended from time to time. The revised/amended Commencement Certificate is annexed hereto as Annexure "4A".

**2. Details of Amended IOA:**

- i. The SRA has issued Amended IOA dated 10<sup>th</sup> February, 2020 bearing reference no. S/PVT/0122/20150526/AP/S and further Amended IOA dated 5<sup>th</sup> August, 2021 for the Sale Building. The copy of the Amended IOA is annexed hereto and marked as Annexure "3C".

**3. Details of Revised/Amended LOI:**

- i. SRA has issued revised LOI bearing no. SRA/ENG/2823/S/PL/LOI dated 24<sup>th</sup> January, 2020 in favour of the Promoter. The copies of the LOI dated 6<sup>th</sup> November 2017 and revised LOI dated 24<sup>th</sup> January, 2020 are annexed hereto and collectively marked as Annexure "3A".

**4. Covenants of Allottee/s:**

- i. The Allottee/s shall not complain to SRA Administration for approving substandard size rooms in the tenements/tenement, building with deficient open spaces, mechanical light & ventilation, probable mechanized failure of mechanized parking provisions and the Allottee/s hereby indemnifies the SRA & it's Officers against any probable dispute that may arise in future.
- ii. The Allottee/s shall not misuse the refuge area in future.
- iii. The Allottee/s have been informed and are aware of inadequate/sub-standard sizes of rooms. The Allottee/s agree that they shall not blame SRA for inadequate/sub-standard sizes of rooms in future and no claims/damages/risks will be made against CEO(SRA) & its staff with regards to the same.
- iv. The Allottee/s have been informed and are aware that, the building is constructed with deficient open space and no claims/damages/risks will be made against CEO(SRA) & its staff with regards to the same.

v. The Allottee/s have been further informed that all common areas and passages shall be

dated 29<sup>th</sup> April, 2024 for Sale Building on the terms and conditions stated therein. A copy of Part Occupancy Certificate (as amended from time to time) is annexed hereto and marked as Annexure "4B".

*Handwritten mark*

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*DR D.S*



**WARNING**



Sr. No. 033

**SLUM REHABILITATION AUTHORITY**

Administrative Building, Anant Kanekar Marg, Bandra (east), Mumbai - 400051

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966 (FORM "A") 05 DEC 2018

NO S/PVT/0122/20150526/AP/S

**SALE BUILDING**

COMMENCEMENT CERTIFICATE

To,  
M/s. Suyog Developers  
4, Ground Floor, C Wing,  
Ravi Apartment, S.L.Road,  
Mulund (W), Mumbai- 80.

करल ४		
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Sir,

With reference to your application No. 3715 dated 27/06/2018 for Development Permission and grant of Commencement Certificate under section 44 & 69 of the Maharashtra Regional Town Planning Act, 1966 to carry out development and building permission under section 45 of Maharashtra Regional and Town Planning Act, 1966 to erect a building on plot No. \_\_\_\_\_  
C.T.S.No. 31/B (pt), 32, 32/1 to 3, 33(pt), 34

of village Kanjur T.P.S.No. \_\_\_\_\_  
ward 'S' Situated at Utkarsh Nagar, Bhandup (W) Mumbai- 78

For SHIMSAI SRA CHS LTD.

The Commencement Certificate/Building Permit is granted subject to compliance of mentioned LOI  
U/RNo. SRA/ENG/2823/S/PL/LOI

IDA/U/RNo. S/PVT/0122/20150526/AP/S

and on following conditions.

- The land vacated in consequence of endorsement of the setback line/road widening line shall form part of the Public Street.
- That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any reason until occupancy permission has been granted.
- The Commencement Certificate/Development permission shall remain valid for one year from the date of its issue. However the construction work should be commenced within three months from the date of its issue.
- This 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.
- 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 lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
- This Certificate is liable to be revoked by the C.E.O. (SRA) if:-
  - The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
  - Any of the condition subject to which the same is granted or any of the restrictions imposed by the C.E.O. (SRA) is contravened or not complied with.
  - The C.E.O. (SRA) is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 and 45 of the Maharashtra Regional and Town Planning Act 1966.
- The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The C.E.O. (SRA) has appointed Shri S.D.Maha jan.

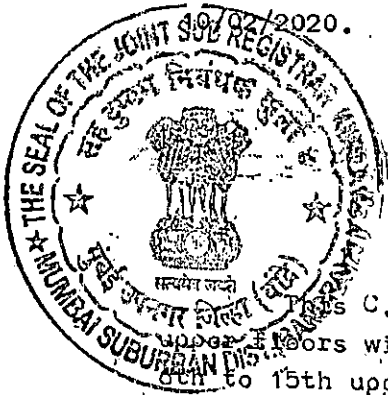
Executive Engineer to exercise his powers and functions of the Planning Authority under section 45 of the said Act.

This C.C is granted for work up to Plinth LevelFor and on behalf of Local Authority  
The Slum Rehabilitation Authority

*Seah*  
05.12.18  
Executive Engineer (SRA)

S/PVT/0122/20150526/AP/S 27 FEB 2020

This C.C is re-endorsed as per approved amended plans dated



*[Signature]*  
Executive Engineer  
Slum Rehabilitation Authority

S/PVT/0122/20150526/AP/S

10 JUN 2021

This C.C is further extended from upper ground + 1st to 5th upper floors with brickwork & plaster and R.C.C framework only from 6th to 15th upper floors for sale building as per amended plans dated 10/02/2020.

*[Signature]*  
Executive Engineer  
Slum Rehabilitation Authority

S/PVT/0122/20150526/AP/S

20 OCT 2021

This C.C is further extended from 6th to 8th upper floors with brickwork & plaster and R.C.C framework from 16th to 17th upper floors for sale building as per approved amended plans dated 12/10/2021.

*[Signature]*  
Executive Engineer  
Slum Rehabilitation Authority

S/PVT/0122/20150526/AP/S

03 JUN 2022

This C.C. is further extended from 9th to 17th upper floors with Brick work & Plaster and R.C.C. frame work only from 18th to 21st(pt.) upper floors including L.M.R. & O.W.H.T. of sale building as per approved amended plans dtd. 12/10/2021.

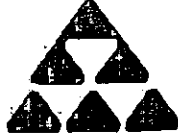
*[Signature]*  
Executive Engineer  
Slum Rehabilitation Authority

S/PVT/0122/20150526/AP/S

28 OCT 2023

This C.C is further granted for brickwork from 18th to 21st (pt) upper floors & regular C.C (i.e including RCC Framework & brickwork plaster etc for 21st (pt) & 22nd floor including LMR & OHWT of sale bldg as per approved amended plans dated 04/09/2023.

*[Signature]*  
Executive Engineer  
Slum Rehabilitation Authority



SLUM REHABILITATION AUTHORITY

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२०२४		

No. S/PVT/0122/20150526/AP/S

Date :-

29 APR 2024

**Part Occupation Certificate as per Reg. 11(7) of DCPR 2034 & Annex 20**

To,  
M/s. Suyog Developers.  
4, Ground Floor, C-Wing,  
Ravi apartment, S.L. Road,  
Mulund (w), Mumbai - 400080.



Sub: Part O.C. of Sale building for proposed Slum Rehabilitation Scheme u/s 33(10) of DCPR 2034 on land bearing C.T.S. No. 31/B(pt.), 32, 32/1to3, 33(pt.), 34 of village Kanjur, Utkarsh Nagar, Bhandup (w), 'S' Ward, Mumbai - 400 078. For Shivsai SRA CHS Ltd.

Ref.: Your Architect's letter u/no. 1956/SOP/S dt. 12/12/2023.

Gentlemen,

With reference to the above, I have to inform you that, the permission to occupy the stilt (pt.) for Parking's + 1<sup>st</sup> to 22<sup>nd</sup> upper floor in Sale Building is partly completed under the supervision of Architect Shri. Santosh Dubey of M/s. Matrix (registration No. CA/2004/33133), Consulting Structural Engineer Shri. Achyut Watave (Reg. No. STR/W/10, Site Supervisor Shri. Kishor Raorane (License No. R/43/SS-1) and shown in red colour in the plans submitted by you on 12/12/2023 is hereby granted subject to the following conditions;

1. That the balance LOI & IOA conditions shall be complied with before asking full OCC to Sale building in S.R. Scheme.
2. That you shall develop the layout paved R.G. before asking Full OCC to Sale building.
3. That you shall submit full completion certificate for SWD before asking full occupation permission to Sale building.
4. That you shall take adequate precaution for safety while carrying out balance work in scheme.
5. That you shall pay all dues of BMC/SRA & other authorities.



20.26

One set of plans of Sale building is returned herewith as token of approval.

Note: This permission is issued without prejudice to action under M.R. & T.P.



Yours Faithfully,

*[Handwritten Signature]*  
Executive Engineer-III  
Slum Rehabilitation Authority

The Dy. Commr. Office of Greater Mumbai  
Municipal Corporation of Greater Mumbai  
Municipal Office, 10, E. C. Road, E. C. Road,  
Mumbai-400 022, Maharashtra, India.

Sub: Requirement letter stipulating fire protection and fire fighting requirements for the high rise proposed sale residential building under S.R. Scheme on plot bearing C.T.S. No. 31/B(pt.), 32, 32/1 to 3, 33(pt.) & 34 of Village Kanjur, Utarkarsha Nager, Bhandup (West), Mumbai.

Ref: i) Letter from M/s. Matrix, Architects dated 25.07.2018.  
ii) MFB No. HR/R-VI/44 dated 30.07.2018  
iii) Corrected plans submitted on 24.09.2018

**E.E.(S.R.A.)**

This is a proposal of development under S.R. Scheme 33(10) of DCR 1991 for the proposed construction of high rise sale residential building comprising of a common Basement (Part) + common Ground floor for stilt thereafter building is divided into two wing, wing A & wing B having 1<sup>st</sup> floor to 22<sup>nd</sup> upper floors for residential with a total height of 69.15mtrs. from general ground level up to terrace level.

**THE FLOOR-WISE USER OF EACH WING ARE AS UNDER:**

Floors	Users	Wing 'A'	Wing 'B'
Basement	Car parking by way of 06.00 wide ramp and pump room		
Ground floor	Meter room + part stilt for stack/horizontal car parking + Scooter parking + entrance lobby		
1 <sup>st</sup> floor	1 no Fitness center + 01 no. Society office + 5 nos. flat	1 no Fitness center + 05 nos. flat	
2 <sup>nd</sup> floor to 7 <sup>th</sup> floor, 9 <sup>th</sup> floor to 14 <sup>th</sup> floor, 16 <sup>th</sup> to 22 <sup>nd</sup> floor	7 nos. of flats on each floor	7 nos. of flats on each floor	
8 <sup>th</sup> floor & 15 <sup>th</sup> floor	5 nos. of flats on each floor & refuge area	5 nos. of flats on each floor & refuge area	

**THE DETAILS OF STAIRCASES**

Wing	Staircase description	Width of staircase	Nos of staircase	Open/Enclosed
Wing 'A'	Leading from ground to terrace.	1.50 mtrs	01 no	Enclosed
Wing 'B'	Leading from ground to terrace.	1.50 mtrs	01 no	Enclosed

terrace.  
All the staircases of are enclosed type. The staircase is internally located & ventilated to outside air through open to sky duct & rest of the staircase is externally located & adequately ventilated to outside air.

**THE DETAILS OF LIFTS**

Wing	Lifts Type	Profile	Nos. of lifts
Wing 'A'	Passenger lift	One Leading from ground to top floor & another leading from basement to top floor.	02 Nos.
Wing 'B'	Passenger lift	One Leading from ground to top floor & another leading from basement to top floor.	02 Nos.

One of the lift shall be converted into fire lift as per norms. Lift lobbies & common corridor at each floor level is ventilated to outside air through open to sky duct as shown on the plan.

**REFUGE AREA:**  
Refuge area common for each wing as under:

Wing	Refuge floor	Refuge area in sq. mtrs.	At the height of refuge floor in mtrs.
Wing 'A' & 'B' & common	8 <sup>th</sup> floor	85.56	25.65
	15 <sup>th</sup> floor	85.56	45.95

In addition to that terrace of the building will be treated as refuge area. Excess Refuge area beyond 4% shall be counted in F.S.I.

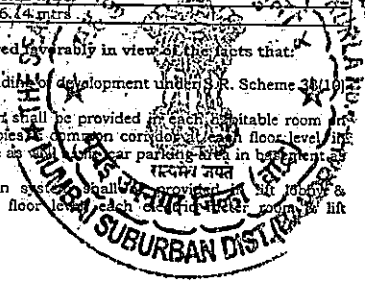
**OPEN SPACE:**

The plot abuts on 13.40 mtrs. wide existing road on South side. The open spaces around the building are as under.

Sides	From building to compound at ground level.
North	13.81 mtrs joint open space between rehab building
South	06.00mtrs
West	11.00 mtrs to 11.02 mtrs
East	10.89 mtrs to 16.4 mtrs

The proposal has been considered favorably in view of the facts that:

- This is a proposal sale building development under S.R. Scheme 33(10) of DCR 1991.
- Automatic sprinkler system shall be provided in each habitable room on each floor level, in lift lobbies & common corridor at each floor level, in fitness centre, society office as well as car parking area in basement as well as on ground floor.
- Automatic smoke detection system shall be provided in lift lobby & common corridor at each floor level, each of the floors, pump & lift



- machine room & in electric shaft at every floor level with response indicator.
- During construction stage and prior to final occupation party agreed to comply with additional requirements stipulated by Mumbai Fire Brigade Officer if any in future.

In view of above, as far as this department is concerned; there is no objection from fire safety point of view for the proposed construction of high rise sale residential building having a common Basement (Part) + common Ground floor for stilt thereafter building is divided into two wing, wing A & wing B having 1<sup>st</sup> floor to 22<sup>nd</sup> upper floors for residential with a total height of 69.15mtrs. from general ground level up to terrace level. as per the details shown on the enclosed plans, signed in token of approval, subject to satisfactory compliance of the following requirements;

- ACCESS:**
  - There shall be no compound wall on both the road sides.
  - Joint open space between building shall be free from any encumbrances.
  - However removable bollards with link chain may be permitted.
  - All access & fire tender access should be free of encumbrances.
  - Courtyard shall be flushed with the road level.
- PROTECTION TO STRUCTURAL STEEL:**
  - All the structural steel members i.e. columns, beams etc., shall be protected with the 02 hours fire resisting materials and methods as stipulated under IS.1942-1960 as application for residential building.
  - A certificate to that effect that the fire resistance protection has been provided as above shall be furnished from the Structural Engineer as the time of application for occupying the building.
- COURTYARDS/OPEN SPACES:**
  - The available courtyards/ open space, on all the sides of the building shall be paved, suitably to bear the load of fire engines weighing upto 48 m. tones each with point load of 10 kgs./sq. cms.
  - The courtyards shall be kept free from obstruction at all times.
  - All the courtyards shall be in one plane and it shall be clear of any obstructions including tree.
- STAIRCASE :**
  - The flight width of staircases shall be maintained as shown in the enclosed plans.
  - The layout of staircases shall be enclosed type as shown in the plan throughout its height and shall be approached (gained) at each floor level at least two hours fire resistant self closing door (45 mm. thickness) placed in the enclosed wall of the staircase.
  - Externally located staircases adequately ventilated to outside air.
  - Openable sashes or R.C.C. grills with clear opening of not less than 0.5

- Terrace Staircase;**  
The staircase door shall be provided in the following manner;
- The top half portion of the doors shall be provided with louvers.
  - The latch- lock shall be installed from the terrace side at the height of not more than 1mtrs.
  - The glass front of 6 inch diameter with the breakable glass shall be provided just above the latch lock, so as to open the latch in case of an emergency by breaking the glass.
  - The door shall either be fitted with magnetic lock connected to console & detection system or shall be synchronised with fire detection and alarm system.

- CORRIDOR / LIFT LOBBY :**
  - Corridor / lift lobby at each floor level shall be naturally ventilated.
  - The common corridor / lift lobby at each floor level shall be kept free from obstructions at all times.
  - Proper signages for way to staircase, escape routes, staircase, floor nos. etc. shall be provided at each floor of building.
  - Portable lights / insta lights shall be provided at strategic locations in the staircase and lift lobby
- STAIRCASE AND CORRIDOR LIGHTINGS:**
  - The staircase and corridor lighting shall be on separate circuits and shall be independently connected so that they could be operated by one switch installation on the ground floor easily accessible to fire fighting staff at any time irrespective of the position of the individual control of the light points, if any.
  - Staircase and corridor lighting shall also be connected to alternate supply.
  - Double throw switches should be installed to ensure that lighting in the staircase and the corridor do not get connected to two sources of supply simultaneously. A double throw switch shall be installed in the service room to terminate the stand-by supply.
  - Emergency lights shall be provided in the staircases/corridors.
- FLAT ENTRANCE, KITCHEN DOOR & EXIT / ENTRANCE STAIRCASE**
  - Flat entrance if any shall be of solid core having fire resistance of not less than one hour (solid wood of 45 mm thickness.)
  - The fire resistance rating for staircase F.R.D., Lift lobby / protected lobby & the lift doors as per N.B.C. provisions.

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conduct pipes, so that fuse in one circuit will not affect the others. Such circuits shall be protected at origin by an automatic circuit breaker with its fuse coil removed.

x) Master switches controlling essential service circuits shall be clearly labeled.

xj) Automatic Smoke detection system incorporate with response indicator shall be installed in electric duct on each floor.

9. **FALSE CEILING (if provided):**  
False ceiling if provided in the building shall be of non combustible material. Similarly, the suspenders of the false ceiling shall be of non combustible materials.

10. **MATERIALS FOR INTERIOR DECORATION/FURNISHING**  
The use of materials which are combustible in nature and may spread toxic fumes, gases or build up for interior decoration/furnishing, etc.

11. **LIFT (for each wing)**  
A. **PASSENGER LIFT**  
i) Walls enclosing lift shaft shall have a fire resistance of not less than two hour.  
ii) Shafts shall have permanent vent of not less than 0.2 sq. mtrs in clear area immediately under the machine room.  
iii) Landing doors and lift car doors of the lift shall be of steel shuttered with a fire resistance of one hour. No collapsible shutter shall be permitted.  
iv) One of the lift shall be converted into fire lift and shall be as per specifications laid down under the regulations, a toggle switch shall be provided to this lift for the use of firemen.  
v) Threshold of non combustible material shall be provided at the entrance of the landing doors.

B. **FIRE LIFT**  
i) Walls enclosing lift shafts shall have two hours fire resistance.  
ii) The shaft shall have permanent vent equal 0.2 sq.mtr. clear area under the Lift Machine room.  
iii) Landing doors and lift car doors shall be of steel shuttered type with one hour fire resistance. No collapsible shutters shall be provided.  
iv) To enable fire services personnel to reach the upper floor with the minimum delay, one fire lift shall be provided and shall be available for the

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v) There shall be an alternate electric supply of an adequate capacity apart from the normal electric supply the building and the cables run in a route safe from fire, i.e. within the lift shaft. In case of failure normal electric supply, it shall automatically trip over to alternate supply.

vii) The operation of fire lift should be by a simple toggle or two button switch situated in glass-fronted box adjacent to the lift at the entrance level. When the switch is on, landing call points will become inoperative and the lift will be on car control only or on priority control device. When the switch is off, the lift will return to normal working. This lift can be used by the occupants in normal times.

viii) The words 'Fire lift' shall be conspicuously displayed in florescent paint on the lift landing door at each floor level & Threshold of non combustible material shall be provided at the entrance of each landing door.

12. **BASEMENT: (Common)**

- 1) The basement slab forming part of the courtyard shall be designed suitably to bear the load of the fire engine weighting up to the 48 m. tones with point load of 10 kg. / sq.cms.
- 2) The staircase has been proposed for ingress & egress to the basement from ground floor. The staircase shall be totally enclosed type complying with the provisions of N.B.C. & as per D. C. Regulations.
- 3) The basement shall be used for parking purposed only.
- 4) The staircases shall be provided with self-closing fire resisting doors of at least 02 hours resistance.
- 5) Entry from the basement areas through the staircases shall be granted through 02 hours fire resistance doors of self-closing type placed in the enclosed walls of the staircases.
- 6) Natural ventilation to the basement shall be provided through the duct or ventilation shafts etc., as shown on the plans.
- 7) The basement shall be properly lighted. The escape route shall be lighted to have a minimum luminance of 2.5 lux.
- 8) Suitable signages, shall be provided in the basement showing 'Exit Direction', 'Way To Exits' etc.
- 9) Cut off lobby, Staircase, common passage & escape route of the entire building shall be painted with fire retardant paint.
- 10) A.B.C. Type B.I.S. marked Portable Fire Extinguishers having capacity of 09 kgs. each, as per BIS:2190 of 1992 & sand buckets filled with cleaned sand shall be kept at prominent place in basement premises.

13. **CAR PARKING:**

- i) Car parking shall be permitted in the designated area. Drainage of the car parking area of all the levels shall be laid independent from that of the buildings & it shall be provided with catch pit & fire trapped before connecting the building drainage or Municipal drainage.
- ii) Drainage of the car parking areas at all the levels shall be so laid as to prevent any overflow in the staircase, lift shaft etc.

iii) The parking area shall not be used for dwelling purpose & repairing /maintenance purpose, at any time. Dwelling use of naked light/flame, repairing /maintenance of vehicles shall be strictly prohibited in the parking area.

iv) Repairing / servicing of cars, use of naked light shall not be permitted in the car parking areas.

v) The drive way shall be properly marked & maintained unobstructed

vi) The Automatic Sprinkler System provided to the entire car parking area connecting every car.

- A. **STACK CAR PARKING:**
- i. Structural design: The SA-FAMCP shall be constructed of structural steel construction.
  - ii. Vertical deck separation For SA-FAMCP having multi-car parking level, vertical separation between the upper & lower decks by using the non-perforated and noncombustible materials. (Structural steel plate) shall be provided. This is to minimize direct impingement of flame to the car in the upper deck and also to prevent dripping of any possible leaking fuel to the lower deck.
  - iii. Elements of the stacked car parking structure shall have 1 hr. fire resistance.
  - iv. Each car parking deck shall have 1 hr. fire resistance.
  - v. Parking area shall be accessible by trained staff when carrying out the maintenance work.
  - vi. The parking system is to be ceased during the maintenance operation.
  - vii. Stack car parking shall be protected with Automatic sprinkler system connecting every car.

14. **FIRE FIGHTING REQUIREMENTS :**

A) **UNDERGROUND WATER STORAGE TANK (common for both wings)**

An underground water storage tank of 2,00,000 liters capacity shall be provided as per design specified in the rules with baffle wall and fire brigade collecting breaching. The layout of which shall be got approved from H.E.'s department prior to erection. The tanks shall be connected to sprinkler system. The tank shall be provided in such a manner that its manholes are accessible to fire appliances and depth of the tank from manhole level shall not be more than 7 mtrs. The tank shall be flushed with the courtyards and the roof slab of the tank shall be reinforced suitably to bear the load of fire engines weighing up to 48 m. tones each with a point load of 10 kgs./sq. cms.

B) **OVERHEAD WATER STORAGE TANK (each wing)**

Another tank of 30,000 liters capacity shall be provided on each staircase shaft above terrace level. The design and layout shall be got approved from H.E.'s Department prior to erection. This tank shall be connected to the wet riser through a booster pump through a non-return valve and gate valve.

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C) **WET RISER: (for each staircase)**  
A Wet Riser cum down corner of G.I. 'C' class of 15 cms. Dia. shall be provided in the duct adjoining the lobby with double hydrant outlet and hose reel on each floor in such a way as not to deduct the width of the corridor. Pressure reducing discs or orifices shall be provided at lower level so as not to exceed pressure of 5.5 kgs./sq.cms.

D) **FIRE SERVICE INLET :-**  
i) A fire service inlet on the external face of the building near the tank directly fronting the courtyards shall be provide to connect the mobile pump of the fire service independently to (a) The wet riser & (b) Sprinkler system.  
ii) Breaching connection inlet shall be provided to refill U.G. tank.  
iii) Operating switches of fire pumps shall be also provided in glass fronted boxes at ground floor.

E) **AUTOMATIC SPRINKLER SYSTEM :**  
i) Automatic sprinkler system shall be provided in entire building including each habitable room of each flat, society office, in lift lobby, and common corridor and in car parking area in the basement as well as on ground floor.  
ii) The automatic sprinkler system shall be installed as per the standard laid down by N.B.C. and relevant I.S. Specification.

F) **AUTOMATIC SMOKE DETECTION SYSTEM :**  
Automatic smoke detection system shall be provided in electric meter room, fitness centre, lift machine room & in electric shaft at every floor level with response indicator; same should be connected to main console panel on ground floor level, as per IS specification as per IS specification.

G) **FIRE PUMP, BOOSTER PUMP, SPRINKLER PUMP AND JOCKEY PUMP:**  
i) Wet-riser shall be connected to a fire pump at ground level of capacity of not less than 2400 liters/min. capable of giving a pressure of not less than 3.2 kgs/ sq. cms. at the top most hydrant.  
ii) Booster pump of 900 liters/min. capacity giving a pressure of not less than 3.2 kgs./ sq. cms. at the top most hydrant outlet of the wet-riser shall be provided at the terrace level.  
iii) Sprinkler pump of suitable capacity along with jockey pump shall be provided for automatic sprinkler system.  
iv) Electric supply (normal) to these pumps shall be independent circuit.  
v) Operating switches for booster pumps shall be also provided in glass fronted boxes in lift lobbies at ground floor.  
vi) The pumps shall be surface mounted type or vertical turbine mounted type and not submersible type.

H) **EXTERNAL HYDRANTS.**  
Courtyard hydrants shall be provided at distance of every 30.00 mtrs all around the building each within the confines of the site of the wet riser-cum-down corner. Hose box with two non percolating ISI marked hoses (length not less than 15 mtrs) & branch shall be equally distributed on ground floor near the hydrant outlet as well as on each floor.

**ALTERNATE SOURCE OF POWER SUPPLY:**

An alternate source of LV/HV supply from a separate substation or from a diesel generator with appropriate changeover over switch shall be provided for fire pumps, booster pump, sprinkler pump, jockey pump, staircase and corridor lighting circuits and fire alarm system, detection system, public address system, voice evacuation system etc. It shall be housed in separate cabin.

**J) PORTABLE FIRE EXTINGUISHERS:**

- i) One dry chemical powder type fire extinguisher of 9kgs.capacity having I.S. certification mark and two bucket filled with dry clean sand shall be kept in electric meter room as well as in lift machine room.
- ii) One dry chemical powder type fire extinguisher of 6kgs. capacity having I.S. certification mark shall be kept on each floor level & refuge area.

**K) FIRE FIGHTING REQUIREMENTS AT THE CONSTRUCTION STAGE OF BUILDING:**

Following fire protection arrangement shall be provided with the following fire protection measures shall be provided & same shall be maintained in good working condition at all the times,

- a) Dry riser of minimum 10 cm diameter pipe with hydrant outlets on the floor constructed with fire service inlet to boost the water in the dry riser & maintenance should be in accordance with good practice.
- b) Drums of 2000 litre capacity filled with water & two fire buckets shall be kept on each floor for every 100 sq. mtrs area.
- c) Water storage tank of minimum 20,000 ltrs capacity shall be kept at site ready to use in case of emergency, which may be used for other construction purpose also.

**L) PUBLIC ADDRESS SYSTEM:**

The entire building shall be provided with the public address system in common areas with main control panel at ground floor reception area.

**M) FIRE ALARM SYSTEM:**

The building shall be provided with manual fire alarm system with main control panel at ground floor level and pill-boxes and hooters at each upper floor level. The layout of fire alarm system shall be in accordance with I.S. specification.

**N) PANEL BOARD OF FIRE FIGHTING SYSTEM:**

Fire alarm system, public address system, alternate supply, etc. panels shall be installed on ground floor & which shall be manned 24 hrs.

**O) SIGNAGES:**

Self-glowing/fluorescent exit signs in green color shall be provided showing the means of escape for the entire building.

**15. FIRE DRILLS / EVACUATION DRILLS:**

Fire Drills and evacuation drills shall be conducted regularly in consultation with Mumbai Fire Brigade and log of the same shall be maintained.

*M/s Matrix Architects*

*M/s Matrix Architects*

**16. TRAINED OCCUPIER /STAFF:**

The trained security / Occupier having basic knowledge of firefighting & fire firefighting installation shall be provided / posted in the building. They will be responsible for the following:

- a) Maintenance of all the first aid firefighting equipments, fixed installations & other firefighting equipments / appliance in good working condition at all times.
- b) Imparting training to the occupants of the building in the use of firefighting equipment provided on the premises & keep them informed about the fire & other emergency evacuation procedures.

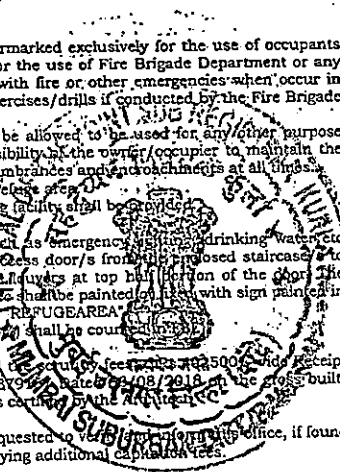
**17. REFUGE AREA:**

Refuge area has been provided on 8<sup>th</sup>, 9<sup>th</sup> of each wing as shown in plan shall be conforming to the following requirements.

- i) Manner of refuge area:
  - a. The refuge area shall be so located that it shall preferably face the wider open space of the building.
  - b. The refuge area shall be provided with railing / parapet of 1.20 mt.
  - c. The refuge area shall have a door which shall be painted or fixed with a sign in luminous paint mentioning "REFUGEAREA"
  - d. The lift/s shall not be permitted to open into the refuge areas.
  - e. The refuge area provided within building line shall be accessible from common passage/ staircase.
- ii) Use of refuge area:
  - a. The refuge area shall be earmarked exclusively for the use of occupants as temporary shelter and for the use of Fire Brigade Department or any other organization dealing with fire or other emergencies when occur in the building and also for exercises/drills if conducted by the Fire Brigade Department.
  - b. The refuge areas shall not be allowed to be used for any other purpose and it shall be the responsibility of the owner/occupier to maintain the same clean and free of encumbrances and obstructions at all times.
- iii) Facilities to be provided at refuge area:
  - a. Adequate emergency lighting facility shall be provided.
  - b. Terrace floor as a refuge floor:
    - i. The necessary facilities such as emergency exit, drinking water etc shall be provided.
    - ii. The egress door/s from the proposed staircase to the terrace floor shall have louvers at top half portion of the door. The entrance doors to the terrace shall be painted or fixed with sign painted in luminous paint mentioning "REFUGEAREA"
- iv) Excess refuge area (above 70 sq. m) shall be counted as common area.

The party has already paid security fees of Rs. 2500/- and receipt No. 1029868 SAP Doc. No 10033707 dated 03/03/2018 on the gross built-up area of 10260.00 Sq. Mtrs. as certified by me Architect.

However, E.E.(S.R.A.) is requested to verify the plan in this office, if found to be more, for the purpose of levying additional charges.



**Note for E.E.(S.R.A.) and Architect:**

- i) The area calculation shown in the enclosed plan shall be checked by the E.E.(S.R.A.).
- ii) The fire fighting installation shall be carried out by approved licensed agency.
- iii) E.E.(S.R.A.) shall verify the proposal in context with Hon. M.C.'s circulars issued u/n. Ch.E./32545/DP-Gen dated 24/02/2015 & u/no. Ch.E/34194/DP/Gen dated 10/03/2015 and verify the compliance as per the above said circulars. If the same is not complied with, this proposal shall be referred back to this department for issuing fresh NOC.
- iv) If any matter of requirement letter violate DCR 1991 then this requirement letter shall be refer back to this department with remarks.
- v) There shall be no tree located in compulsory open spaces.
- vi) This requirement letter is issued without prejudice to legal matters pending in court of law, if any.
- vii) No any addition/alteration shall be done in the structure of the building without the previous consent of all the concerned/occupier as per the provision of Section 7 of MOFA.
- viii) This requirement letter is issued only from Fire Protection & Fire-Fighting requirements point of view & issued on the request letter from M/s. Matrix, Architects but not given approval to any unauthorized /illegal construction. Any unauthorized or legal matter shall be cleared by Owner/ Occupier/ Developer/ Architects etc.
- ix) The width of the abutting road/Access road, open spaces mentioned in this requirement letter is as per plans submitted by the Architect, attached herewith. These parameters shall be verified by E.E.(S.R.A.) before granting any permission (I.O.A./C.C./further C.C.). If found any contradictions, the proposal shall be referred back to this department.
- x) This requirement letter is issued for the proposed building from fire risk / fire safety point of view only. Approval of this plan does not mean in any way of allowing construction of the building. It is the Architect/Developers responsibility to take necessary prior approval from all concerned competent authorities for the proposed construction of the building.
- xi) This requirement letter is issued from fire risk/fire safety point of view only. The schematic drawings/plans of Sprinkler system, smoke detection System, wet riser system, Public Address system etc. shall be got approved from CFO prior to installation.
- xii) Necessary permission for any licensable activity shall be obtained from concerned department & S.R.A. / C.F.O.'s department till then shall not be allowed to use.
- xiii) The area size to consult with MEP Consultant for the sprinkler system, detection system, fire alarm system, wet riser system, public address system, electrical duct, etc. to be verified & examine.
- xiv) Architect has directly submitted document and plans to this Department for obtaining requirement letter but all the documents & plans should be

scrutinized by your department prior to submission. One copy of requirement letter forwarded to you as competent authority for further approval & one copy to M/s Matrix, Architects but after your approval this department shall be intimated that whatever action is taken in this regards i.e. approval /rejection/ pending shall be intimated to this department with remarks if no intimation is received to this department then it will be considered as authority is not willing to intimate this department. No any deviation is allowed by this department.

*M/s Matrix Architects*  
Dy. Chief Fire Officer  
Mumbai Fire Brigade

Copy to: M/s. Matrix, Architects, Architect, Mumbai

*M/s Matrix Architects*  
Dy. Chief Fire Officer  
Mumbai Fire Brigade











**TITLE CERTIFICATE**

To,  
Suyog Developers,  
4, Ground Floor, C-Wing,  
Ravi Apartment, S. L. Road,  
Mulund (West) Mumbai - 400 080.

Re: All that piece and parcel of land bearing Survey No.125/1/3(Part) corresponding to CTS No. 31/B admeasuring about 572.50 Square meters, Survey No. 123/2 corresponding CTS Nos. 32, 32/1 to 32/3 admeasuring about 663.20 Square meters, CTS No 33 (part) admeasuring about 2013.40 square meter and CTS No. 34 admeasuring about 38.90 square meter or thereabouts aggregating to 3288 square meter situate, lying and being in the revenue Village of Kanjur, Taluka Kurla, within District and Sub-District of Mumbai and Mumbai Suburban at Ulkarsh Nagar, Bhandup (West) and more particularly described in the Schedule hereunder. ("hereinafter referred to as "Said Property").

I had prepared this opinion on Title in respect of the Said Property on the basis of (i) Search Report dated 14.11.2018 issued by Mr. Chandrakant Shinde for the search conducted in the relevant offices of the Sub-Registrar of Assurances in respect of the said property for the years from 1959 to 2018 and (ii) Papers/Documents and information provided in relation to the said Property by Messers Suyog Developers ("Suyog") on perusal of the same, I note as under:

**A. Title flow**

1. From the recitals of the Conveyance Deed dated 25.02.2012 (referred hereinafter), it appears that:

- a) One Smt. Amarkaur Jannadas Gupta, was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to all those pieces or parcels of land bearing Survey No. 125(part) Corresponding to CTS No. 31/B, situated, lying and being at Village Kanjur, Taluka Kurla, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and in the District of Mumbai Suburban Within the limits of "S" ward of Mumbai Municipal Corporation of Greater Mumbai Ulkarsh Nagar, Bhandup (West), Mumbai - 400 078 and more particularly described in the schedule hereunder written.

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Correspondence Address : 601, 6<sup>th</sup> Floor, Shree Samarth Viscaria Co-Op. Hsg. Society, Shivdarshan Path, T.P. Road, Next to Shivdarshan SRA Building, Near Gadhav Naka, Bhandup (West), Mumbai - 400 078.

Address: 601, 6<sup>th</sup> Floor, Shree Samarth Viscaria Co-Op. Hsg. Society, Shivdarshan Path, T.P. Road, Next to Shivdarshan SRA Building, Near Gadhav Naka, Bhandup (West), Mumbai-400 078

Agarwal Nee Ursula Pyarelal Gupta (C) Mrs. Priya Suresh Khanna Nee Priya Pyarelal Gupta, Smt. Nirmala Banwarilal Gupta being the Releasers therein referred to of the First Part and the 1. Mr. Rajiv Banwarilal Gupta 2. Mr. Krishan Harbanslal Gupta 3. Mr. Punit Pyarelal Gupta and 4. Mr. Munish Pyarelal Gupta abovenamed being the Purchasers, therein referred to of the Other Part, the said Releasers released, relinquished, waived, transferred, assigned share, right, title and interest inherited by then in the said properties described in the Schedule hereunder written in the manner mentioned in the said Deed of Release. The said Deed of Release was duly registered with the office of sub-Registrar of Assurances at Chembur under Serial No. 744/2012 dated 24th January 2012.

- h) By a conveyance Deed dated 25<sup>th</sup> February, 2012 made between 1. Mr. Rajiv Banwarilal Gupta 2. Mr. Krishan Harbanslal Gupta 3a. Mr. Punit Pyarelal Gupta and 3b. Mr. Munish Pyarelal Gupta therein referred to as Vendors of one part and Suyog Developers therein referred to as Purchaser of Other Part and registered with the office of Sub-Registrar of Assurances Kurla-3 on 2.04.2012 under Serial No.BDR-13/2521/2012, wherein the Vendors conveyed all their right, title and interest with respect to a portion of the said Property admeasuring 5140.7 square meters in favour of Suyog Developers at or for consideration and in the manner contained therein. Suyog Developers has confirmed that the consideration payable by aforesaid conveyance has been duly paid to all the vendors to their satisfaction and the vendors have acknowledged the receipt of the same.

2. From the recitals of the Conveyance Deed dated 1.10.2011 (referred hereinafter), it appears that:

- a. One Shoorji Vallabhdas, Shivji Raghvaji and Sir Mathuradas Vissanji were well and sufficiently entitled to *inter alia* all that piece and parcel of land Survey No. 123 corresponding CTS Nos. 32, 32/1 to 32/3 admeasuring about 663.20 Square meters, CTS No 33 (part) admeasuring about 2013.40 square meter and CTS No. 34 admeasuring about 38.90 square

b) The said Smt. Amarkaur Jannadas Gupta, died at Mumbai on or about 26th December, 1980

c) Upon the death of the said Smt. Amarkaur Jannadas Gupta (i) Banwarilal Jannadas Gupta, (ii) Harbanslal Jannadas Gupta and (iii) Pyarelal Jannadas Gupta as her sons, become entitled to undivided share, right, title and interest in the properties described in the Schedule hereunder written.

d) The said Banwarilal Jannadas Gupta died at Mumbai on 13th June, 1988 without leaving behind any will and/or other testamentary disposition and that he was survived by Smt. Nirmala Banwarilal Gupta, as his widow, the Mrs. Kanchan Ajay Agarwal nee Kanchan Banwarilal Gupta, as his daughter and Mr. Rajiv Banwarilal Gupta as his son and accordingly they inherited the undivided share, right, title and interest belonging to the said deceased late Shri. Banwarilal Jannadas Gupta in the said property described in the schedule hereunder written.

e) The said Harbanslal Jannadas Gupta died at Mumbai on 30th August, 2000- without leaving behind any will and/or other testamentary disposition and that he was survived by Smt. Radha Harbanslal Gupta, as his widow, and Mrs. Anita Kamal Gupta nee Anita Harbanslal Gupta, Mrs. Sunanda Hem Agarwal nee Sunanda Harbanslal Gupta and Mrs. Suman Vivek Gupta nee Suman Harbanslal Gupta as his daughters and Mr. Krishan Harbanslal Gupta as his son and accordingly they inherited the undivided share, right, title and interest belonging to the said deceased late Shri Harbanslal Jannadas Gupta in the said properties described in the schedule hereunder written.

f) The said Pyarelal Jannadas Gupta died at Mumbai on 16th May 1987 without leaving behind any will and/or other testamentary disposition and that he was survived by Smt. Shashi Prantal Gupta, as his widow, Mrs. Ursula Ravi Agarwal nee Ursula Pyarelal Gupta and Mrs. Priya Suresh Khanna nee Priya Pyarelal Gupta, as his daughters and Mr. Punit Pyarelal Gupta and Mr. Munish Pyarelal Gupta as his sons and accordingly they inherited the undivided share, right, title and interest belonging to the said deceased late Shri Pyarelal Jannadas Gupta in the said properties described in the First Schedule hereunder written.

g) By a Deed of Release dated 6th September 1980 between 1(A) Smt. Nirmala Banwarilal Gupta, (B) Mrs. Kanchan Ajay Agarwal Nee Kanchan Banwarilal Gupta, 2(A) Smt. Radha Harbanslal Gupta, (B) Mrs. Anita Kamal Gupta Nee Anita Harbanslal Gupta (C) Mrs Sunanda Hem Agarwal Nee Sunanda Harbanslal Gupta, (D) Mrs. Suman Vivek Gupta Nee Suman Harbanslal Gupta. 3(A) Smt. Shashi Pyarelal Gupta, (B) Mrs. Ursula Ravi

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heirs of Shri Shoorji Vallabhdas and the names of Pratapshin Shoorji Vallabhdas (Vendor No1) and Dipisinh Shoorji Vallabhdas (Vendors No 3) were recorded in the Revenue Records and name of Shoorji Vallabhdas was deleted and Smt. Jyotsna Vikramsinh (Vendors No2) widow late Shri Vikramsinh Shoorji Vallabhdas (Son of Shoorji Vallabhdas) also has an undivided share, right and interest in the said property by virtue of her being the sole beneficiary of her husband's estate after his death, (Her name is not appearing in the Revenue Records). In the premises aforesaid, vendors Nos. 1, 2 and 3 became the owners of undivided share, right, title and interest in the said property. Vendors Nos. 1-3 being successors in title of the estate of late Shri Shoorji Vallabhdas are collectively referred to as Shoorji Vallabhdas Group.

c. After the death of the said Shivji Raghvaji his died undivided share, right, title and interest was represented by his legal heirs and successors in title, namely (i) Banji Surji (ii) Smt. Manibai Virji (iii) Shri. Gopal Virji (iv) Smt. Bachubai Purshottam and v) Smt. Rukhmīni Purshottam Dayaji (Babulal) (vi) Smt. Danyanti Virji (Vendors No 4) (vii) Shri. Vasant Kumar Purshottam, (Vendors No 6) (viii) Shri. Vasant Kumar Purshottam, (Vendors No 7) (ix) Smt. Sarawati Prahladar Kheraj, (Vendors No 8) x) Smt. Danyanti Ladhkar Kanji (Vendors No 9), name of aforesaid heirs successors in the title to the said Shivji Raghvaji have been mutated in the Records of Rights in the year 1968.

i. The said Bhanji Surji died intestate and a bachelor leaving behind his brother Virji Surji as his only heir and successors in title.

a. The said Virji Surji died intestate leaving behind his widow Smt Manibai Virji, his son Gopalji Virji and daughter Danyanti Virji (Vendors No. 4 herein) as his only heirs and successors in title.

ii. The said Manibai Virji died intestate on 21.12.1992 leaving behind her son, the aforesaid, Shri Gopalji Virji and daughter, aforesaid, Danyanti Virji (Vendors no 4 ) as her only heirs and successors in title

and vi) Mrs. Jyoti Damesh Gandha (Vendors No. 15) as her only heirs and legal representative.

The Vendors No. 6 to, 15 heirs are the only legal heirs and representatives of the said Smt. Bachubal Purshottam

VI. Vendors Nos. 4 -15 being successors of in Title of estate of late Shri Shivji Raghvi are collectively referred to as the Shivji Raghvi Group.

d. Sir Mathuradas Vissanji died Mumbai on 22.12.1949 leaving behind his last will and testament dated 2.09.1947 which was duly probated and granted by the High Court, Bombay on 25.08.1952. The executors of the will of Sir Mathuradas Vissanji, Ratansay were Pratapsinh Mathuradas Vissanji, Ratansay Karsondas, Ratanbal Vissanji, Pushpabal Vissanji and Jaisinh Vithaldas, (nephew of Sir Mathuradas Vissanji) (vendors No. 16) vide various Mutation Entries, names or Ratansay Karsondas, Pratapsinh Mathuradas Vissanji, Pushpabal Vissanji and Jaisinh Vithaldas were recorded in the Revenue Records as executors of the estate of Sir Mathuradas Vissanji and name of Sir Mathuradas Vissanji was deleted. Ratanbal Vissanji, wife of Sir Mathuradas Vissanji, and one of the executors, died on 22 June 1964. Shri Ratansay Karsondas died on 1 October 1992. Smt. Pushpabal Vissanji died on 7 April 1998. Shri Ratansay Mathuradas Vissanji died on 5 October 2007. Jaisinh Vithaldas (Vendor No. 16) herein is therefore the sole surviving Executor and Trustee of the estate of Sir Mathuradas Vissanji.

Jaisinh Vithaldas, in his capacity as the trustee and sole surviving executor of the Last will and estate of Sir Mathuradas Vissanji as represented through his name and the names of the other executors (Since deceased) of Sir Mathuradas Vissanji, being a) Shri Ratansay Karsondas b) Smt. Pushpabal Pratapsinh and c) Pratapsinh Mathuradas, continued to be appear in the Revenue Records in respect of the said property, neither he nor any other executor and/or beneficiary under the will of Sir Mathuradas Vissanji have any right, title

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By a conveyance Deed dated 1.08.2011 registered with the office of Sub-Registrar of Assurances at Kuria-3 on 5.10.2011 under Serial No.BDR-13/8052/2011, read with Deed of Rectification dated 31.12.2011 registered in the office of Sub-Registrar of Assurances Kuria -3 under Serial No. BDR-13/3186/2012 on 23.04.2012, made between 1) Shri. Pratapsinh Shoorji Vallabhdas, 2) Smt. Jyotsna Vikramsinh, 3) Dilipsinh Shoorji Vallabhdas, 4) Smt. Danyanti Virji alias Samita Shivaji Thakkar, 5) Smt. Jayalaxmi Gopalji Vijji, 6) Shri. Kalyanji alias Arunkumar Pushottam, 7) Shri. Vasankumar Purshottam, 8) Smt. Saraswati Pralhadral Kheraj, 9) Shri. Danyanti Liladhar Kanji, 10) Shri. Raja Babulal Majethia, 11) Smt. Chandika Rameshkumar Kutchi, 12) Smt. Divya Rajendra Kutchi, 13) Smt. Heena Rashmikant Karia, 14) Smt. Bhavna Vasant Daiya, 15) Smt. Jyoti Damesh Gandha, and 16) Shri. Jaisinh Vithaldas there in referred to as Vendor, Matrix Waste Management Private Limited therein referred to as Confirming Party and Suyog Developer referred to as Purchaser wherein the Vendors conveyed all their right, title and interest with respect to a portion of the said Property admeasuring 4057.85 square meters in favour of Suyog Developers : at or for consideration and in the manner contained therein. Suyog Developers has confirmed that consideration has been duly paid to all the vendors to their satisfaction and the vendors have acknowledged the receipt of the same.

**B. Declaration of the said property as slum and subsequent development**

- It appears that the land *inter-alia* the said Property was encroached upon by various slum dwellers.
- By a Gazette Notification dated 5.07.1984 bearing reference no. SLM/1078/5280/G dated 16.09.1976 and SLM/1078/5280/G dated 21.10.1976 wherein the Deputy Collector (ENC) and the Competent Authority of Kuria-1 Sub-Division declared CTS No. 125 as slum area under Section 4(1) of the Maharashtra Slum Areas (Improvement, clearance and Redevelopment) Act, 1971.
- By a Gazette Notification dated 23.12.2018 bearing reference no. SRA/UV/S./3C/Notification/Shiv Sai/2018/367 wherein the Chief Executive Officer of Slum Rehabilitation Authority declared Survey No. 123 Hissa No. 2 corresponding to CTS No. 33(part) admeasuring 543.49 square meters as slum area under Section 3C of the Maharashtra Slum Areas (Improvement, clearance and Redevelopment) Act, 1971.
- Subsequently a meeting was held by the Slum dwellers on 27.10.2013 where it was *inter alia* resolved to form co-operative housing society which was to be known as Shiv Sai Co-operative Gruh Niman Sanstha (hereinafter referred to as "Proposed Society") and appoint Suyog Developers as a Developers to

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These records are for information purposes to share with the Confirming party prior to the filing of the consent terms. The said Consent Terms have been filed and taken of record.

III. In the said Consent terms it was provided upon the request of the Confirming Party, the Vendors shall execute Conveyance(s) in favor of the Confirming party or its Nominee(s) without any further consideration or monies payable from the Confirming Party or its Nominee(s) to the Vendors.

IV. AND THUS, the Vendors 1 to 16 along with the Confirming Party are collectively seized and possessed of or otherwise well and sufficiently entitled to.

- All that piece or parcel(s) of land or grounds admeasuring 689.01 square meter or thereabouts bearing Survey No. 123 Part Corresponding to C.T.S. No. 32, 32/1 to 3, Village Kanjur, Taluka, Kuria, Registration District and Sub-District of Mumbai, appearing in the revenue records as "Ratansay Karsondas & 16 Others" and more particularly described in the schedule hereunder written,
- All that piece or parcel(s) of land or grounds admeasuring 2144.80 square meter or thereabouts bearing Survey No. 123 Part Corresponding to C.T.S.No.33 (part) , Village Kanjur, Taluka, Kuria, Registration District and Sub-District of Mumbai, appearing in the revenue records as "Ratansay Karsondas & 16 Others" and more particularly described in the schedule hereunder written,
- All that piece or parcel(s) of land or grounds admeasuring 1244.04 square meter or thereabouts bearing Survey No. 123 Part Corresponding to C.T.S.No.33 (part) , Village Kanjur, Taluka, Kuria, Registration District and Sub-District of Mumbai, appearing in the revenue records as "Ratansay Karsondas & 16 Others" and more particularly described in the schedule hereunder written.

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carry out the development on the said property under the provisions of Regulation 33 (10) of the Development Control Regulations, 1991 ("D.C.Regulation")

- The Proposed Society was subsequently registered on 28.04.2018 under Section 9(1) of Maharashtra Co-Operative Societies Rules, 1960. I have been furnished with Certificate of Registration dated 28.04.2018 bearing registration no. M.U.M./S.R.A./L.S.G./T.C./12890/2018 recording the aforesaid.
  - By a Development Agreement dated 07.10.2014 made between the Proposed Society therein referred to as Party of First Part, the Suyog Developers therein referred to as Party of Second Part and all the residential and commercial unit holders as stated in Annexure I therein referred to as Confirming Party of Third Part, the Proposed Society granted rights to develop the said Property in favour of the Suyog at or for consideration and on the terms and conditions contained therein. The Society has executed a Power of Attorney dated 09.08.2014 in favour of the Suyog to do all acts, deeds, matter, things more particularly described therein.
  - The Competent Authority nominated by the State Government of Maharashtra has issued Annexure II from time to time being a certified list of total slum tenements standing on the said Property and certification of the Slum tenements/ slum dwellers eligible for rehabilitation as per the provisions of the Slum Act read with applicable D.C. Regulations. By a Notice issued by Deputy Collector and Competent Authority dated 08.06.2018 notifies that a slum scheme is being promoted by Suyog together with the Proposed Society on land bearing CTS Nos. 31/B, 32, 31/1 to 32/3, 33 (part) and 34, being the said Property. The notice further records that as per the final Annexure II finalized by the Deputy Collector and Competent Authority there are 158 hutments on the said Property out of which 148 hutments and 1 place of worship are eligible as per the D.C. Regulation 33(10) and 9 hutments dwellers found to be non-eligible tenements and whereas slum dwellers from 6 hutments are required to prove their eligibility.
- C. Permission and approvals
- Airports Authority of India issued No Objection Certificate for Height Clearance for CTS No. 31/B, 32, 32/1 to 32/3, 33 (part) and 34 of Village -Kanjur, Taluka Kuria, within District and Sub-District of Mumbai and Mumbai Suburban District in pursuance of responsibility conferred by and as per the provision of Government of India (Ministry of Civil Aviation Order GSR 751 (E) dated 30.09.2015 for Safe and Regular Aircraft Operation.

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11. I have been furnished with Letter of Intent dated 8.11.2017 bearing reference no. SRA/ENG/2823/s/PL/LOI issued by Slum Rehabilitation Authority to Suyog for the proposed slum rehabilitation scheme on the said Property under the provision of Regulation 33(10) D.C. Regulations FSI of 3.80 (FSI sanctioned for the Project) while the permissible FSI of 3 has been approved for the Slum Plot and FSI of 1 has been approved for the Non-slum Plot in respect of the development of the said Property subject to the terms and conditions contained therein. I bring to your attention that I have not seen the interim documents at each stage leading up to the issuance of the LOI and I presume that LOI has been duly issued.
12. I have been furnished with a copy of intimation of Approval dated 21.11.2017 bearing reference no. SRA/ENG/S/PVT/0122/20150528/AP/R addressed by Slum Rehabilitation Authority to Suyog in respect of rehab building proposed to be constructed on the said Property.
13. I have been furnished with a copy of Amended Intimation of Approval dated 15.08.2018 bearing reference no. S/PVT/0122/20150528/AP/R addressed by Slum Rehabilitation Authority to Suyog in respect of rehab building proposed to be constructed on the said Property.
14. I have been furnished with a copy of the Commencement Certificate dated 31.08.2018 bearing reference no. S/PVT/0122/20150528/AP/R addressed by Slum Rehabilitation Authority to Suyog in respect of rehab building and have been granted up to the plinth level on certain terms and conditions mentioned therein. I have been informed by Suyog vide its declaration that the aforesaid permission is valid and subsisting and not in breach of any conditions stipulated therein.
15. I have been furnished with a copy of Intimation of Approval dated 28.07.2018 bearing reference no. SRA/ENG/S/PVT/0122/20150528/AP/S (Sale Building) addressed by Slum Rehabilitation Authority to Suyog in respect of Sale building Known as "Neoskies" proposed to be constructed on the said Property.
16. I have been furnished with a copy of the Commencement Certificate dated 05.12.2018 bearing reference no. S/PVT/0122/20150528/AP/S addressed by Slum Rehabilitation Authority to Suyog Developer in respect of Sale building and have been granted up to the plinth level on certain terms and conditions mentioned therein. I have been informed by Suyog vide its declaration that the aforesaid permission is valid and subsisting and not in breach of any conditions stipulated therein. I have been further informed by Suyog that it has obtained all the necessary approvals/ permissions for the development of the

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B. Com, LL.B  
Continuation Sheet No.

said Property including non-slum plot forming part of the said property from all the relevant authorities including State Government

D. Revenue Records

1. PROPERTY REGISTER CARDS

17. I have been provided with Property Register Cards ("PRC") dated 16.11.2017 on perusal of the same I note the following:

CTS No.	Area (in square meters)	Owner	Tenure
31/B	4489.2		G
32	802	Bhandup Estate	C-1
32/1	12.7	Bhandup Estate	C-1
32/2	23.5	Bhandup Estate	C-1
32/3	25	Bhandup Estate	C-1
33	8162.6		
34	38.9	Bhandup Estate	C-1

I note that the PRCS for land bearing CTS no. 31/B, 32, 33 and 34 have not been updated to reflect the name of the Suyog Developer as owner. I have been given to understand by the representatives of Suyog that they have made the necessary application and same is in the process of updating the revenue records.

18. I note that save and except land bearing CTS nos. 31/B, 32, 33 and 34 parcels have C-1 (unauthorized NA use) as per the PRCs record that NA assessment taxes for the same have been informed by Suyog that NA taxes have been paid and there are no outstanding dues in respect of the same.

**II. 7/12 Extracts**

19. I have been furnished with a copy of 7/12 extract of dated 03.10.2018 for land bearing Survey No. 123/2 on perusal of the same I note as under:
20. The area of the 123/2 was to 4580 Square meters and the land appear in the name of M/s Suyog Developers.

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21. I have been furnished with a copy of 7/12 extract of dated 03.10.2018 for land bearing Survey No. 125/1/3 on perusal of the same I note as under:
22. The area of the 125/1/3 was to 652.00 square meters and the land appear in the name of M/s Suyog Developers.
23. On perusal of mutation entries reflected on the 7/12 extract I note as under:
  - a. On perusal of Mutation Entry No.1052 dated 01.01.2015. It appears that the land bearing Survey No. 123 was belongs to Pratapsinh Shoorji Vallabhdas and Ors, but previous Occupier namely Ratansinh Karsondas & Ors sold the said Land to Suyog Developers by virtue of Document Registered with office Sub - Registrar Assurances at Kuria, under Serial No. 8052 dated 05.10.2011 and hence Accordingly name of Suyog Developers entered into the Record of right for Survey No. 123/2.
  - b. On perusal of Mutation Entry No.1059 dated 20.02.2015. It appears that the land bearing Survey No. 125/1/3 was belongs to Rajiv Barwarilal Gupta and Ors, sold the said Land to Suyog Developers by virtue of Document Registered with office Sub - Registrar Assurances at Kuria, under Serial No. 6052 dated 05.10.2011 and hence Accordingly name of Suyog Developers entered into the Record of right for Survey No.125/1.

**E. Litigation**

- a. I have perused the copy of the Plaintiff and other relevant proceeding of Suit No. 1504 of 2015 filed by Mrs Vaishali Vitral Rane in Bombay City Civil Court at Bombay. The Plaintiff therein has inter-alia prayed for the following reliefs:
  - i) That, dependants, their relatives, servants and agents be restrained by an order and permanent injunction of this Honorable Court from entering, encroaching, dispossessing, disturbing, obstructing, peaceful

possession of the plaintiff on the suit premises i.e. seven rooms premises admeasuring at about 12 x 18 sq. ft. respectively made up of brick wall and A.C sheet roof situated at Room No. 9, 12,10, M.S. Parab Chawl, Sai Vihar Tembi pada road, Bhandup (w), Mumbai, bearing C.T.S. No. 28 pt., without due process of law.

The above-mentioned suit is withdrawn by the plaintiff on 31.01.2018, the Hon'ble Court is granted the liberty to file the fresh Suit.

- b. I have perused the copy of the Plaintiff and other relevant proceeding of Suit stamp No. 6259 of 2018 filed by Mr. Vijay Mahadeo Parab in Bombay City Civil Court at Bombay. The Plaintiff therein has inter-alia prayed for the following reliefs:

- i) That Defendant Nos 1 and 2 their relatives/members, servant and agents and/or any one claiming through them, be restrained by an order and permanent injunction of this Hon'ble Court from entering, encroaching, dispossessing, disturbing, obstructing the peaceful occupation and possession of the plaintiff and their family members and others in the suit property being CTS No. 28 (part) admeasuring about 811.3 square yards and structure standing thereon situate at M. S. Parab Chawl, Sai Vihar, Tembi pada Road, Bhandup (West), Mumbai - 400 078, as more particularly set out in the schedule at Exhibit - "A" hereto, or any part thereof, without due process of law.

- ii) This Hon'ble Court be pleased to direct the Defendant No. 3 and/or the concerned City survey Officer to conduct a survey and submit his Report to this Hon'ble Court, setting out therein, details including the boundary of CTS No. 31 (Part) and CTS No. 28 (Part) whether the suit property, as more particularly set out in the schedule at Exhibit - "A" hereto, is separate/different from CTS No. 31 or that the Suit Structures are part of CTS no 31 (part).

iii) That this Hon'ble Court be pleased to issue a writ of Mandamus or any other appropriate writ, order or direction in the nature of Mandamus thereby directing the Respondents not to proceed with the proposed Redevelopment under D.C. Regulation 33 (10) of Shiv Sai CHS (Proposed) on the land admeasuring 3268.00 Sq. Mts and bearing CTS No. 31/B (Part) 32, 32/1 to 3, 33 (Part), 34 (Part) of Village Kanjur, Utkarsh Nagar, Near Yeshwant Chandji School, Bhandup West, Mumbai-07A unless and until the right, interest and title of the Petitioner in respect of land admeasuring 810 Sq. Yards bearing Survey No. 123, CTS No. 33 (Part) of Village Kanjur, Taluka Kuria B.S.D, Utkarsh Nagar, Bhandup (W), Mumbai forming part of the said slum Rehabilitation Scheme is finally decided after affording the Petitioner with an opportunity of hearing by the Respondent No. 1 or by any other proper appropriate Authority.



iv) This Hon'ble Court be pleased to issue a writ of Mandamus or any other appropriate writ, order or direction in the nature of Mandamus thereby directing that the implementation of the Slum Rehabilitation Scheme and the inclusion of the land admeasuring 810 Sq. Yards bearing Survey No. 123, CTS No. 33 (Part) of Village Kanjur, Taluka B.S.D, Utkarsh Nagar, Bhandup (W), Mumbai in the proposed Redevelopment Scheme under D.C. Regulation 33 (Part) of Shiv Sai CHS (Proposed) is unlawful and had in law and the same may be washed and set aside.

v) That this Hon'ble Court be pleased to issue a writ of Mandamus thereby directing that further demolition of the premises of the Petitioner constructed upon the said land having 11 rooms, 5 rooms and 2 rooms (totaling 18 rooms) be stayed till the right, interest and title of the Petitioner in respect of land admeasuring 810 Sq. Yards bearing Survey No. 123, CTS No. 33 (Part) of Village Kanjur, Taluka B.S.D, Utkarsh Nagar, Bhandup (W), Mumbai forming part of the said slum Rehabilitation Scheme is finally decided after affording the Petitioner

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By indenture of Mortgage dated 24.11.2017 executed and entered between Suyog Developers (Mortgagor), and Reliance Home Finance Limited, (Mortgagee) registered in the Office of Sub- Registrar suburban bearing Serial No. KRL-2-12390-2017 registered on 24.11.2017. Whereby the Suyog Developers had mortgaged with the Mortgagee the said Property which is described in the schedule therein and the same is more particularly described in the schedule herein. However, there are no restrictions on the Owners in transferring or selling units/ premises / flats in the said buildings named as "Neoskies" to be constructed on the said Property of Suyog.

**G. Development Plan and Remark**

I have been furnished with Remarks under Draft Development Plan 2034 dated 21.04.2015 bearing reference no. Ch.e./156/D.P. Rev addressed by Municipal Corporation of Greater Mumbai to Suyog Developers for CTS No. 31/A, 31/B, 32, 33 and 34 for Village Kanjur and on perusal of the same I note that the said property falls under Residential Commercial Zone (R. C). The said property is affected by a 13.40 meter DP. Road which is proposed to be widened as per Development Plan.

**H. Public Notice**

In order to investigate the title of Messers Suyog Developer and also in order to ascertain that there are no third party claims in respect of the said property issued two public notices both dated 10.10.2018 in Navshakti a Marathi daily and Free Press Journal, an English Daily there by inviting the claims from public at large in respect of the said property published on 16.10.2018

**I. Searches in the Office of the Sub-Registrar of Assurances**

24. I have been provided with the search report dated 14.11.2018 with respect to the searches conducted by Mr. Chandrakant Shinde in relevant offices of the Sub-Registrar of Assurances in respect of the said property for the period extending from the year 1959 to 2018 (60 Years). On Perusal of the said search

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report that, I note that Save and accept register document mentioned herein above, following documents are reflected in the search report.

- a) Conveyance Deed dated 07.06.1961 made between Government of Maharashtra and Others and Messers Mangaldas Chimanlal and registered with the Office of the Sub-Registrar of Assurances under Serial No. BOM/3813/1961 in respect of land bearing Survey No. 123, 140 total area admeasuring about 11374 sq.yards of Village Kanjur Taluka Kuria, Mumbai Suburban District.
- b) Conveyance Deed dated 13.07.1961 made between Nardas Namdev Mhatre Alias Nardas Maharaj and Ana Rita Dias registered with Office of the Sub-Registrar of Assurances under Serial No. BOM/4755/1961 in respect of land bearing area admeasuring 1001 sq.yards of Village Kanjur Taluka Kuria, Mumbai Suburban District.
- c) Lease Deed dated 10.02.1967 made between Kalu Soma Rathod and Harbhajansingh Ramji Yadav and Rajaram Ramfal Yadav and Others and registered with the Office of the Sub-Registrar of Assurances under Serial No. BOM/R/636/1967 in respect of land bearing Survey No. 123 and 124, Tikka No.10 total area admeasuring about 8000 sq.yards of Village Kanjur Taluka Kuria, Mumbai Suburban District.
- d) Conveyance Deed dated 03.04.1968 made between Adu Shaikh Falli and Fatamabi Alias Benibal Falli Khan and Mahmud Afzal through Shaikh Farid Kalandar Khan and registered with the Office of the Sub-Registrar of Assurances under Serial No. BND/1439/1968 in respect of land bearing Survey No. 123, 138, Farid Nagar total area admeasuring about 308 sq.mtrs of Village Kanjur Taluka Kuria, Mumbai Suburban District.
- e) Lease Deed made between Soma Balu Gondekar and Pandurang Ramchandra Ghadashi and registered with the Office of the Sub-Registrar of Assurances under Serial No. BND/2867/1968 in respect of land bearing Tukda No. 47/2/1 Nardas Nagar total area admeasuring about 400 sq.yards of Village Kanjur Taluka Kuria, Mumbai Suburban District.
- f) Conveyance Deed made between Indumati Vishwanath Kamgulkar and Trilokchand Pannalaji Jain and sha Poonamchandji Makanji Jain and registered with the Office of the Sub-Registrar of Assurances under Serial No. BND/1031/1969 in respect of land bearing Survey No. 123, alongwith Chawl area 36X17 Sq.Ft. total area admeasuring about 70 sq.yards i.e. 53 Sq. Mtrs. of village Kanjur Taluka Kuria, Mumbai Suburban District.
- g) Confirmation Deed dated 11.02.2003 made between Shankar Baburao Gaikwad and Shankar Baburao Gaikwad and registered with the Office of

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the Sub-Registrar of Assurances under Serial No. Kuria-2/1186/2003 in respect of land bearing Survey No. 123, CTS No. 33 (Part) area admeasuring about 511 sq.yards of Village Kanjur Taluka Kuria, Mumbai Suburban District.

- h) Confirmation Deed dated 12.10.2004 made between Sugandha Chandrakant Uparkar and Sugandha Chandrakant Uparkar and registered with the Office of the Sub-Registrar of Assurances under Serial No. Kuria-2/10740/2004 in respect of land bearing Survey No. 123, CTS No. 33 (Part) area admeasuring about 511 sq.yards, of Village Kanjur Taluka Kuria, Mumbai Suburban District.
- i) Development Agreement dated 15.10.2007 made between Jeevan Jyot CHS Ltd. Through Treasure Subhash Kashiram Parab and M/s Suyog Developers through Partner Deepak Uttamchand Gandhi and registered with the Office of the Sub-Registrar of Assurances under Serial No. Kuria-4/1479/2007 in respect of land and building bearing CTS No. 31/A, total area admeasuring about 1822 sq.Mtrs. of Village Kanjur Taluka Kuria, Mumbai Suburban District.
- j) Undertaking dated 12.12.2012 given by Suyog Developers through its Partner Deepak U.Gandhi to Chief Executive Officer and registered with the Office of the Sub-Registrar of Assurances under Serial No. Kuria-2/8624/2012 in respect of land bearing CTS No. 31A, 31/B (Part), 33 (Part) and 34 of Village Kanjur Taluka Kuria, Mumbai Suburban District.
- k) Release Deed dated 11.07.2017 made between Arunkumar Purshottam and Others and Vasanikumar Purshottam Thakkar and registered with the Office of the Sub-Registrar of Assurances under Serial No. Kuria-3/5958/2017, in respect of land bearing Survey No. 38-64-64 (H-R-M) bearing Survey Nos. 104 (Part), 108, 109, 110, 115, 116, 123, 124, 142, 143, 145, 146, 148, 159, 170, 182, 194, 209, 209, 211, 106/2, 107/1, 118/1, 120/1/1 (Part), 127 (Part), 135 (Part), 137/1/1, 138/1, 138/2 (Part), 138/3, 139/B, 147 (Part), 151 (Part), 153 (Part), 161/3, 164/1, 172 (Part), 180/3 of Village Kanjur Taluka Kuria, Mumbai Suburban District.
- l) Undertaking/Indemnity bond dated 21.06.2018 given by Messers Suyog Developers through its partner Deepak U. Gandhi to Chief Executive Officer SRA regards to Rehab building and registered with the Office of the Sub-Registrar of Assurances under Serial No. Kuria-3/7597/2018 in respect of land bearing CTS No. 31/B (Part), 32, 32/1 to 32/3, 33 (Part) and 34 Proposed Building ShivSai CHS Ltd. Village Kanjur Taluka Kuria, Mumbai Suburban District.

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- m) Affidavit dated 21.08.2018 declaring by Santoshkumar Dubey (Architect) and Messers Suyog Developers through its partners Deepak U. Gandhi to the Chief Executive Officer SRA regards to proposed Layout/ Amalgamation/Sub-Division of S.R. Scheme and registered with the Office of the Sub-Registrar of Assurances under Serial No. Kurfa-3/8918/2018 in respect of land bearing CTS No.31/B/Part, 32, 32/1 to 32/3, 33 (Part) and 34 of Village Kanjur Village Kanjur Taluka Kurfa, Mumbai Suburban District.
- n) Affidavit dated 21.08.2018 made between Messers Suyog Developers through its partners Deepak U. Gandhi and Chief Executive Officer SRA regards to proposed Sale building and registered with the Office of the Sub-Registrar of Assurances under Serial No. Kurfa-3/8917/2018 in respect of land bearing CTS No.31/B/Part, 32, 32/1 to 32/3, 33 (Part) and 34 of Village Kanjur Village Kanjur Taluka Kurfa, Mumbai Suburban District.

**J. Other Observations**

25. I have inspected certain original documents of title in relation to the property.
26. I have been informed by representative of Suyog as under :
- Save and except what has been stated hereinabove, there are no any litigations affecting the said Property or any portion thereof.
  - There are no mortgages created on the built-up area of the sale buildings to be constructed on the said Property or on the said Property or any part thereof, save and except mentioned above.
  - The said Property or any portion thereof is subject to any acquisition proceedings by the State Government or any other Government Authority.
  - There is a place of worship on a part of the said Property and the same will be dealt as provided in the SRA Norms and the same recognized as an existing structure in the Annexure II issued by the Competent Authority.
  - There are no electricity sub-stations, underground pipes etc. running through the said Property or any portion thereof.
  - The said Property did not belong to any Tribals or Adivasis.
  - The said Property is not subject to any easements or any restrictive covenants or otherwise.
  - The said Property or any part thereof is not affected by forest reservation.
  - The said Property is not abutting any defence area.

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Address: 601, 6<sup>th</sup> Floor, Shree Samarth Viscaria Co-Op. Hsg. Society, Shivdarshan Path, T.P.Road, Next to Shivdarshan SRA Building, Near Gadhav Naka, Bhandup (West), Mumbai-400 078

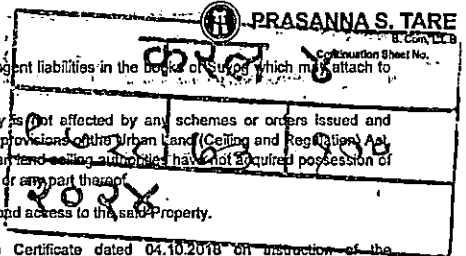
**THE SECOND SCHEDULE REFERRED TO HEREINABOVE TO**  
(List of Original Documents Inspected)

- Conveyance Deed dated 1.08.2011 made between i) Shri. Pratapsinh Shoorji Vallabhdas, ii) Jyotsna (wife of Vikramsinh Shoorji Vallabhdas), iii) Shri. Dilipsinh Shoorji Vallabhdas, iv) Smt. Damyanti Virji alias Samita Shivaji Thakkar, v) Smt. Jayalaxmi Gopalji Virji Ganatra, vi) Shri. Kalyanji alias Arunkumar Purshottam (Thakkar), vii) Shri. Vasantkumar Purshottam (Thakkar) viii) Smt. Saraswati Pralhadrai Kheraj (Thakkar) ix) Smt. Damyanti Liladhar Kanji (Kotak), x) Mr. Raja Babulal Majethia xi) Mrs. Chandika Rameshkumar Kutchi xii) Mrs. Divya Rajendra Kutchi xiii) Mrs. Heena Rashmikant Karia, xiv) Mrs. Bhavana Vasant Dalya xv) Mrs. Jyoti Damesh Gandha and xvi) Jaisinh Vitthaladas thereafter referred to as Vendors of First Part and Matrix Waste Management Private Limited therein referred to as Confirming Party and Suyog Developers therein referred as Purchaser of Other Part and registered with the office of Sub-Registrar of Assurances Kurfa - 3 on 5.10.2011 under Serial No. BDR-13/08052/2011.
- A notarized Power of Attorney dated 9<sup>th</sup> June, 2011 executed by i) Shri. Pratapsinh Shoorji Vallabhdas, ii) Jyotsna Vikramsinh (wife of Vikramsinh Shoorji), iii) Shri. Dilipsinh Shoorji Vallabhdas, iv) Smt. Jayalaxmi Gopalji Virji Ganatra, v) Smt. Damyanti Virji alias Samita Shivaji Thakkar, vi) Shri. Kalyanji alias Arunkumar Purshottam (Thakkar), vii) Shri. Vasantkumar Purshottam (Thakkar) viii) Smt. Saraswati Pralhadrai Kheraj (Thakkar) ix) Smt. Damyanti Liladhar Kanji (Kotak), x) Mr. Raja Babulal Majethia xi) Mrs. Chandika Rameshkumar Kutchi xii) Mrs. Divya Rajendra Kutchi xiii) Mrs. Heena Rashmikant Karia, xiv) Mrs. Bhavana Vasant Dalya xv) Mrs. Jyoti Damesh Gandha and xvi) Jaisinh Vitthaladas appointed Matrix Fiscal Limited acting through its directors Chetan Shah and Mayur Shah as their constituted attorney.
- Deed of Rectification dated 31.12.2011 made between 1) Shri. Pratapsinh Shoorji Vallabhdas, 2) Jyotsna (wife of Vikramsinh Shoorji Vallabhdas), 3) Shri. Dilipsinh Shoorji Vallabhdas, 4) Smt. Damyanti Virji alias Samita

- Other Part and registered with the office of Sub-Registrar of Assurances Kurfa - 3 on 23.04.2012 under Serial No. BDR-13/3186/2012.
- Conveyance Deed dated 25.02.2012 made between i) Mr. Rajiv Banwarilal Gupta, ii) Mr. Krishan Harbanstal Gupta, iii) Mr. Punil Pyarelal Gupta and iv) Mr. Munish Pyarelal Gupta thereafter referred to as Vendors of First Part and Suyog Developers therein referred as Purchaser of Other Part and registered with the office of Sub-Registrar of Assurances Kurfa - 3 Under Serial No. BDR-13/2521/2012.
  - A Development Agreement dated 07.10.2014 made between Shiv Sai Sahakeri Gruh Nirman Sanstha (Proposed) therein referred to as Party of the First Part, Suyog Developers therein referred to as Party of a Second Part and all the residential and commercial unit holders as stated in Annexure I therein referred to as Confirming Party of Third Part.
  - Power of Attorney dated 09.09.2014 executed Shiv Sai Sahakeri Gruh Nirman Sanstha (Proposed) appointing Suyog Developers through their Partner Kaivalya Chetan Shah as their constituted attorney.
  - Airports Authority of India issued No Objection Certificate for Height Clearance for CTS No. 31/B, 32, 32/1 to 32/3, 33 (part) and 34 of Village - Kanjur, Taluka Kurfa, within District and Sub-District of Mumbai and Mumbai Suburban District in pursuance of responsibility conferred by and as per the provision of Government of India (Ministry of Civil Aviation Order GSR 751 (E) dated 30.09.2015 for Safe and Regular Aircraft Operation
  - Letter of Intent dated 6.11.2017 bearing reference no. SRA/ENG/2923/S/PL/LOI issued by Slum Rehabilitation Authority to Suyog Developers.
  - Intimation of Approval dated 21.11.2017 bearing reference no. SRA/ENG/S/PV/0122/20150516/AP/R addressed by Slum Rehabilitation Authority to Suyog in respect of Rehab building proposed to be constructed

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Address: 601, 6<sup>th</sup> Floor, Shree Samarth Viscaria Co-Op. Hsg. Society, Shivdarshan Path, T.P.Road, Next to Shivdarshan SRA Building, Near Gadhav Naka, Bhandup (West), Mumbai-400 078



- j) There are no contingent liabilities in the books of Suyog which may attach to the said Property.
- k) The said Property is not affected by any schemes or orders issued and passed under the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 and the urban land ceiling authorities have not acquired possession of the said Property, or any part thereof.
- l) There is sufficient road access to the said Property.

27. I had issued Title Certificate dated 04.10.2018 on instruction of the Owner/Developer. I am issuing this Title Certificate with an intention that my earlier Title Certificate dated 04.10.2018 be superseded by this Title Certificate accordingly. My Title Certificate dated 04.10.2018 be treated as canceled.
28. For the purposes of this opinion on title, I have made certain assumptions which are set out in the Third Schedule hereto.

**K. Certification**

Pursuance to the Title Search Report dated 14.11.2018 issued by Mr. Chandrakant Shinde, the Search Clerk, I am of the opinion that Suyog Developers has a clear and Marketable Title over the same and I am therefore, the opinion that the said property (More particularly described in schedules hereunder) is clear and marketable subject to lien of the Reliance Home Finance Limited vide Indenture of Mortgage Deed dated 24.11.2017 and I further certify that the owner is authorized to develop land more particularly described in the schedule hereunder and construct the sale building to be known as "Neoskies" and further certify that the owner is authorized to sell units / Flats / Premises in the said sale building of ownership type as contemplated by the RERA.

**THE FIRST SCHEDULE REFERRED TO HEREINABOVE TO**

(Description of the said Property)

All that piece and parcel of land bearing Survey No. 1231/3 (Part) corresponding to CTS No. 31/B admeasuring about 672.50 square meters, Survey No. 1231/2 corresponding CTS Nos. 32, 32/1 to 32/3 admeasuring about 663.20 Square meters, CTS No 33 (part) admeasuring about 2013.40 square meter and CTS No. 34 admeasuring about 38.90 square meter or thereabouts aggregating to 3288 square meter situate, lying and being in the revenue Village of Kanjur, Taluka Kurfa, within District and Sub-District of Mumbai and Mumbai Suburban at Ultkarsh Nagar, Bhandup (West).

subject in respect of Sale Building proposed to be constructed on said property.

**THE THIRD SCHEDULE HEREINABOVE REFERED TO**

(Assumptions)

1. This opinion on the title is based on the information given to us pursuant to the documents and statements submitted. Furnished and produced before us from time to time during the course of our due diligence.
2. While conducting our due diligence exercise, I have assumed the genuineness of all signatures, the authenticity and completeness of all documents submitted to us and the conformity with the originals of all documents supplied as copies. In addition, I have assumed and have not verified the accuracy as to factual matters of each document I have reviewed.
3. This opinion on title is confined and limited to the state of affairs as on the date hereof. I am not aware of any information to the contrary, which would lead us to believe that the observations stated herein are no longer valid.
4. I was unable to verify whether the parties to any agreements reviewed had the authority to enter into such agreements or whether agents acting for such parties had the power of attorney to do so at the place where the documents have been accepted as authentic.
5. This opinion on title is limited to the matters expressly set forth herein and no comment is implied or may be inferred beyond the matters expressly stated herein. This opinion on title is based only on the documents made available for our examination and information provided to us as stated above. Matters expressed herein are limited to reflect the state of the law applicable to the particular facts therein contained only as on the date thereof.
6. I express no opinion as to the consequence of application of any law existing and applicable after such date, and expressly decline any continuing obligation to advise after date of this opinion on Title of any

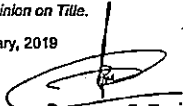
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Address: 601, 6<sup>th</sup> Floor, Shree Samarth Viscaria Co-Op. Hsg. Society, Shivdarsan Path, T.P.Road, Next to Shivdarsan SRA Building, Near Gadhav Naka, Bhandup (West), Mumbai-400 078

of our due diligence exercise.

9. I assume that technical diligence in respect of the said Property as regards the development potential of the same has been independently carried out.
10. I have not opined on the structures and/or any buildings standing on the said Property and I recommend that a separate technical diligence be conducted for the same.
11. This opinion on Title for the limited purpose of expressing our opinion on the matters mentioned herein and should not be relied upon by any other person or persons or for any purpose other than the aforesaid.
12. I expressly disclaim any liability, which may arise due to any decision taken by any person or persons, on the basis of this opinion on Title.

Dated this 14<sup>th</sup> day of February, 2019

  
Prasanna S. Tare  
Advocate

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Address: 601, 6<sup>th</sup> Floor, Shree Samarth Viscaria Co-Op. Hsg. Society, Shivdarsan Path, T.P.Road, Next to Shivdarsan SRA Building, Near Gadhav Naka, Bhandup (West), Mumbai-400 078



ADDENDUM TO TITLE CERTIFICATE

to,  
Suyog Developers,  
4, Ground Floor, C-Wing,  
Ravi Apartment, S. L. Road,  
Mulund (West) Mumbai - 400 080.

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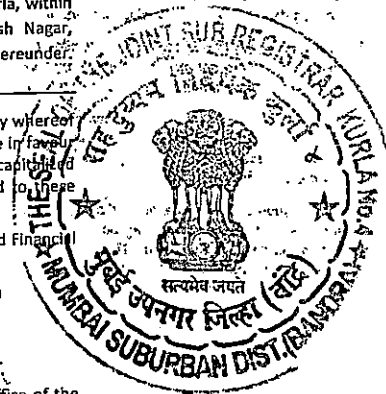
Re: All that piece and parcel of land bearing Survey No.125/1/3(Part) corresponding to CTS No. 31/B admeasuring about 572.50 Square meters, Survey No. 123/2 corresponding CTS Nos. 32, 32/1 to 32/3 admeasuring about 663.20 Square meters, CTS No 33 (part) admeasuring about 2013.40 square meter and CTS No. 34 admeasuring about 38.90 square meter or thereabouts aggregating to 3288 square meter situate, lying and being in the revenue Village of Kanjur, Taluka Kurla, within District and Sub-District of Mumbai and Mumbai Suburban at Uttkarsh Nagar, Bhandup (West) and more particularly described in the Schedule hereunder ["hereinafter referred to as "Said Property").

1. I refer to my Title Certificate dated 14<sup>th</sup> February, 2019 (Title Certificate) a copy whereof is annexed hereto and marked as Annexure - A (Title Certificate) issued by me in favour of Suyog Developers, where I had investigated its title to the said property captioned and terms used but not defined herein will have the same meaning as ascribed to these terms in the Title Certificate.
2. I clarify that the Title Certificate may be relied upon by various Customers and Financial Institutions.
3. In Paragraph No F of the Title Certificate, I wish to add the following paragraph

F. LIEN AND CHARGES:

- ii. By Deed of Re-conveyance dated 10<sup>th</sup> June, 2019 registered with the office of the Sub-Registrar of Assurances at Kurla-5 under Serial No. KRL5-7840-2019, the mortgaged property mortgaged vide Indenture of Mortgage dated 24<sup>th</sup> November 2017 executed and entered between Suyog Developer (Mortgagor) and Reliance Home Finance Limited, registered in the Office of Sub- Registrar suburban bearing Serial No. KRL-2-12390-2017, as mentioned hereinabove has been re-conveyed by Reliance Home Finance Limited in favour of the Mortgagors i.e. the Suyog Developer.

Correspondence Address : 601, 6<sup>th</sup> Floor, Shree Samarth Viscaria Co-Op. Hsg. Society, Shivdarshan Path, T. P. Road, Next to Shivdarshan SRA Building, Near Gadhav Naka, Bhandup (West), Mumbai - 400 078.



- iii. By Deed of Indenture of Mortgage dated 12<sup>th</sup> June 2019, executed and entered between Suyog Developers and Universal Trusteeship Services Limited having their registered office at B-1002, 10<sup>th</sup> Floor, Marathon Futurex, M.N.Joshi Marg, Lower Parel, Mumbai 400013 as Security Trustee for the benefit of ICICI Bank Limited having their registered office at Landmark, Race Course Circle, Vadodara, 390 007 in the Office of Sub- Registrar of Kurla-4 bearing Serial No. KRL4-7276-2019. Whereby the Suyog Developer had mortgaged with the bank the said Property and Units which is described in the schedule therein. However, there are no restrictions on the Owners in transferring or selling Units/Premises/Flats in the said buildings named as NEOSKIES to be constructed on the said Property of Suyog Developer.
4. This addendum is to be read along with the Title Certificate dated 14<sup>th</sup> February 2019. All other terms of the Title Report will remain unchanged.

Dated this 18<sup>th</sup> day of July, 2019.

PRASANNA TARE  
Advocate

**ANNEXURE "7"**  
**(Details of Mortgage)**

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- i. By and under Indenture of Mortgage dated 24<sup>th</sup> November, 2017 registered in the office of Sub-Registrar of Assurances at Kurla-2 under serial no.KRL-2-12390-2017 on 24<sup>th</sup> November, 2017, the Promoter have mortgaged the property as more particularly set out in the above Indenture of Mortgage with Reliance Home Finance Limited having its registered office at Reliance Centre, 6<sup>th</sup> Floor, South Wing, Off. Western Express Highway, Santacruz (East), Mumbai 400 055 ("the said Mortgagee") on the terms and conditions as more particularly set out therein.
- ii. By and under Reconveyance Deed dated 10<sup>th</sup> June, 2019 registered with the office of the Sub-Registrar of Assurances at Kurla-5 under Serial No.KRL/5/7840-2019 on 10<sup>th</sup> June, 2019, the property mortgaged vide Deed of Mortgage dated 24<sup>th</sup> November, 2017 registered in the office of Sub-Registrar of Assurances at Kurla-2 under serial no.KRL2-12390-2017 has been re-conveyed by the Mortgagee for the benefit of the Mortgager i.e. the Promoter.
- iii. By and under Indenture of Mortgage dated 12<sup>th</sup> June, 2019 registered in the office of Sub-Registrar of Assurances at Kurla-4 under serial no.KRL4-7276-2019 on 12<sup>th</sup> June, 2019, M/s. Suyog Developers and another ("the Borrowers") have mortgaged the property as more particularly set out in the above Indenture of Mortgage with Universal Trusteeship Services Limited having its registered office at B-1002, 10<sup>th</sup> Floor, Marathon Futurex, N.M. Joshi Marg, Lower Parel, Mumbai- 400 013 ("the said Mortgagee") acting as 'Security Trustee' for the benefit of ICICI Bank Limited, having its registered office at Landmark, Race Course Circle, Vadodara-390 007 and its Branch office at ICICI Bank Limited, BKC, Mumbai-400 051 on the terms and conditions as more particularly set out therein.
- iv. By and under Indenture of Mortgage for Additional Security dated 6<sup>th</sup> August 2019 registered with the office of the Sub-Registrar of Assurances at Kurla-3 under Serial No.KRL3-10448-2019 on 6<sup>th</sup> August 2019, M/s. Suyog Developers and another ("the Borrowers") have executed for additional security to secure property/ies as more particularly set out in this Indenture of Mortgage for Additional Security with Universal Trusteeship Services Limited having its registered office at B-1002, 10<sup>th</sup> Floor, Marathon Futurex, N.M. Joshi Marg, Lower Parel, Mumbai- 400 013 ("the Mortgagee") acting as 'Security Trustee' for the benefit of ICICI Bank Limited, having its registered office at Landmark, Race Course Circle, Vadodara-390 007 and its Branch office at ICICI Bank Limited, BKC, Mumbai-400-051 on the terms and conditions as more particularly set out therein.
- v. By and under Indenture of Mortgage dated 16<sup>th</sup> December, 2020 registered with the office of the Sub-Registrar of Assurances at Kurla-4 under Serial No.KRL4-13062-2020 on 16<sup>th</sup> December, 2020, M/s. Suyog Developers ("Mortgagor") has created exclusive further charge on the property alongwith structures and receivables as more particularly set out in this Indenture of Mortgage with ICICI Bank Limited having its registered office at ICICI Bank Tower, Near Chakli Circle, Old Padra Road, Vadodara, Gujarat, Pin- 390 007, and its Branch office at ICICI Bank Tower, Bandra Kurla Complex, Mumbai-400 051 ("the said Mortgagee") on the terms and conditions as more particularly set out therein.
- vi. Vide No Due Certificate dated 24<sup>th</sup> November, 2021, ICICI Bank Limited has confirmed that the Facility disbursed to M/s. Suyog Developers has been fully repaid. There are no dues outstanding against the Facility granted to M/s. Suyog Developers.

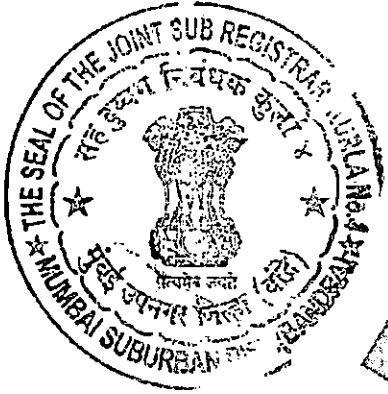


property as more particularly set out in the above Indenture of Mortgage with Catalyst Trusteeship Limited having its registered office at GDA House, Plot No. 85, Bhusari Colony (Right), Kothrud Road, Pune, Maharashtra- 411 038 and its office at Office No.604, 6th Floor, Windsor, C.S.T. Road, Kalina, Santacruz(East), Mumbai-400-098 acting as "Debenture Trustee" for the benefit of ASK Financial Holdings Private Limited, having registered office at Birla Aurora, Level 16, Office Floor 9, Dr. Annie Besant Road, Worli, Mumbai- 400 030, on the terms and conditions as more particularly set out therein.

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**ANNEXURE "8"**  
**(Larger Land and Real Estate Project Details)**

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**A. LARGER LAND**

**1. Details of Larger Land:**

- a) The Area of Larger Land in which the Promoter is constructing the said Building and the Rehab Building is as per First Schedule mentioned in the Agreement.

**2. Development:**

- a) The Area of the Larger Land shall be developed in a phase-wise manner over a period of time.
- b) The Promoter is constructing two buildings on the said Larger Land i.e. One Rehab Building and One Sale Building as independent Buildings.
- c) All the driveways, entry and exit points in the Proposed and Sanctioned Layout Plans shall be used by the Allottees of the Rehab Building and the Sale Building together with the neighbouring buildings (Jeevan Anand, Jeevan Jyot) and contiguous development if any.
- d) The Promoter proposes to undertake development on the contiguous land. The common areas and amenities of the Larger Land shall be shared by the building/real estate project constructed on the Larger Land together with the contiguous development.
- e) There is a old temple already existing on portion of Larger Land.

**3. Sanctioned Plan:**

- a) The development of the Larger Land is presently undertaken as per the Sanctioned Layout delineated in red-colour boundary in the Layout Plan which have been annexed as Annexure "2" to the Agreement.
- b) The Promoter proposes to develop the Larger Land and Real Estate Project as per the Proposed Future Development as shown in the Sanctioned Layout Plan. The Promoter reserves the right to get the Proposed Future Development sanctioned from the Concerned Authorities.

**4. Details of Sanctioned Floor Space Index (FSI) and Proposed FSI for Rehab Building and the said Building:**

Sr. No.	Wing	Sanctioned FSI (in Sq.mt)	Proposed FSI (in Sq.mt.)
a)	Sale Building ("said Building")	7029.54	6984.92
b)	Rehab Building	5391.96	5391.96
	<b>Total</b>	<b>12421.50</b>	<b>12376.88</b>

The Proposed FSI of the Larger Land is proposed on account of additional FSI, over and above the sanctioned FSI, could be utilized by the Promoter on account of the increase in the Floor Space Index in the locality or Floor Space Index available by paying premium or price to authorities or additional Floor Space Index becoming available on account of acquisition of Transferable Development Rights, fungible FSI or TDR that may be available due to development of amenity space, amalgamation of land parcels, change in

The common areas, facilities and amenities on the said Larger Land that may be usable by the Allottee/s and are listed in the **Fourth Schedule ("Larger Land Amenities")** in the Agreement. The common areas and amenities for the Larger Land shall be completed at the time of completion of the construction on the Larger Land.

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## **B. BUILDING/REAL ESTATE PROJECT**

### **1. Details of RERA Certificate:**

The Real Estate Regulatory Authority has duly issued a Certificate of Registration bearing No.P51800018106 ("the RERA Certificate") for the Real Estate Project. A copy of the RERA Certificate are annexed and collectively marked as Annexure "11" to the Agreement.

### **Details of Building/Real Estate Project:**

a) The development of part of the building is known as 'Marathon Neoskies' on the said land consisting of basement (sanctioned)/lower ground (proposed), Upper Ground (proposed) and upto 18<sup>th</sup> Floor (sanctioned) and proposed upto 22 (twenty-two) upper floors is known as 'Marathon Neoskies' ('Real Estate Project').

b) Approvals and sanctions and permissions are as mentioned in the Agreement.

### **Details of Sanctioned Floors of the said Building/Real Estate Project:**

Number of floors sanctioned as on date for said Building/Real Estate Project: **Upto 18<sup>th</sup> floor**

### **4. Details of Proposed Floors of the said Building/Real Estate Project:**

Proposed number of floors for said Building/Real Estate Project: **Upto 22<sup>nd</sup> Floor or more floors and/or as per full potential available**

### **5. Type of Premises/Apartment:**

The Real Estate Project shall comprise of units/premises consisting of units/premises consisting of apartments, flat/s and shops, commercial units, offices.

### **6. Sanctioned Floor Space Index (FSI):**

Total FSI of 7029.54 Sq.mtrs. has been sanctioned for consumption in the construction and development of the Building/Real Estate Project.

### **7. Proposed Floor Space Index (FSI):**

The Promoter proposes to eventually consume a further FSI of 2460.34 Sq.mtrs. aggregating to total FSI of 9489.88 Sq.mtrs. in the construction and development of the Building/Real Estate Project on account of additional FSI, over and above the sanctioned FSI, could be utilized by the Promoter on account of the increase in the Floor Space Index in the locality or Floor Space Index available by paying premium or price to authorities or additional Floor Space Index becoming available on account of acquisition of Transferable Development Rights, fungible FSI or TDR that may be available due to development of amenity space, amalgamation of land parcels, change in the DC regulations or other provisions under which additional FSI shall be made available to the development. The total number of flats/premises/floors in the building will vary as per the available potential.

### **8. Common Areas, Facilities & Amenities:**

The common areas, facilities and amenities in the said Building that may be usable by the Allottee/s are listed in the **Fifth Schedule** ("Common Areas, Facilities and Amenities of the said Building") to this Agreement.

**9. Formation of Society and Conveyance:**

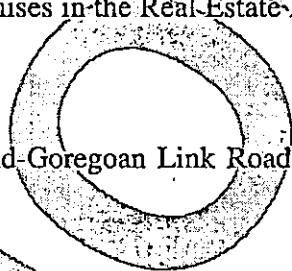
The formation of the Society and conveyance of the said Project Land shall be in the manner as mentioned in the Agreement.

**10. Possession of the said Premises:**

a. The date of handover of possession of the said Premises in the Real Estate Project is Ready possession.

**11. The name and address of the Architect :**

Mr. Santoshkumar Dubey, 702, Marathon Max, Mulund-Goregoan Link Road, Mulund (West), Mumbai - 400 080.



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**MARATHON**

*[Handwritten signature]*

*D.S.*

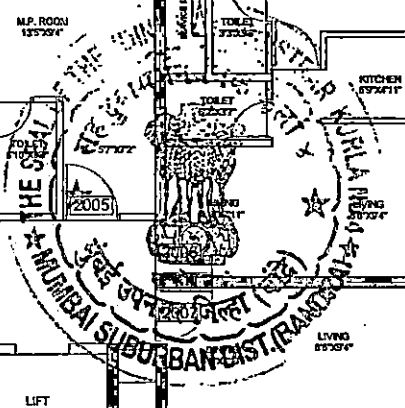
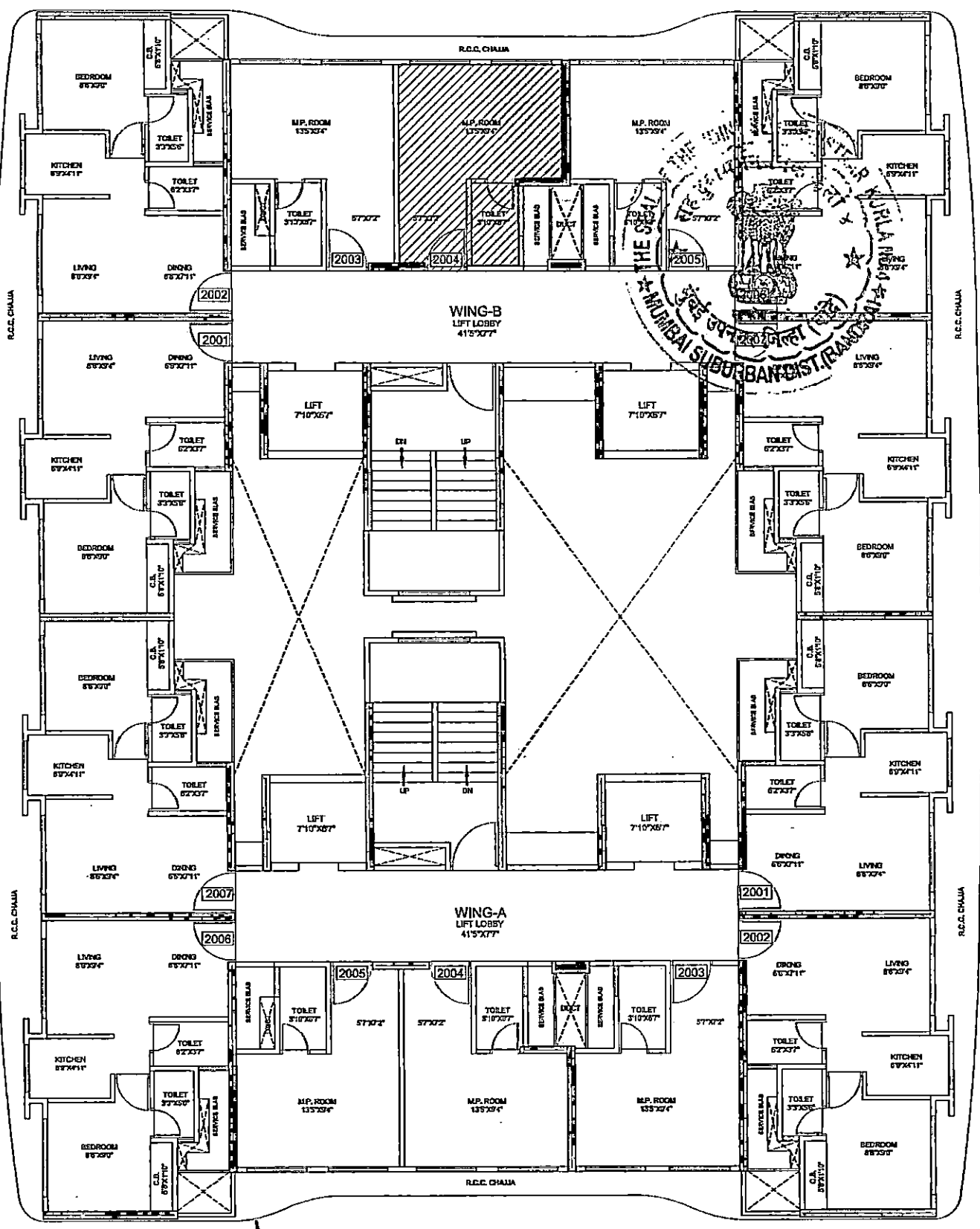
*D.R.*

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KEY PLAN



LEGEND:-

 RERA CARPET AREA

D.S.  
D.R.

ANNEXURE "10"

(Premises and Transaction Details)

1. Building:

Building to known as 'Marathon Neoskies' situate at Marathon Neoskies, Opposite Yashwant Chandji Sawant Vidyamandir, Utkarsh Nagar Road, Village Kanjur, Bhandup (W), Mumbai - 400078.

2. Real Estate Project :

- a. Name : "Marathon Neoskies"  
 b. Building Name : "Marathon Neoskies"

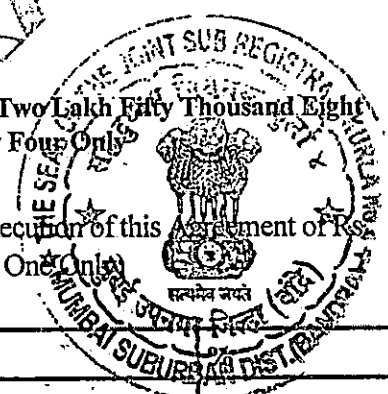
3. Details of the Premises/Apartment :

- a. Type of Residential Flat/Premises/Apartment : Studio  
 b. Residential Flat/Premises/Apartment No. : 2004  
 c. Floor : 20  
 d. Wing : B  
 e. Carpet Area As Per RERA : 18.30 Sq.mt.

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4. Consideration Details :

- a. Sale Consideration for said Premises : 32,50,894.00  
 Rupees: Thirty Two Lakh Fifty Thousand Eight Hundred Ninety Four Only  
 b. Advance Payment made towards Consideration by the Allottee/s before execution of this Agreement of Rs. 2,92,581 (Rupees: Two Lakh Ninety Two Thousand Five Hundred Eighty One Only)  
 c. Payment Schedule :



SR. NO.	MILESTONE NAME	
1	Token Money	3.00
2	Booking Amount	6.00
3	On/After Agreement Execution	11.00
4	On Completion of Plinth	6.50
5	On Completion of 3rd Slab	7.50
6	On Completion of 6th Slab	7.50
7	On Completion of 9th Slab	7.50
8	On Completion of 12th Slab	7.50
9	On Completion of 15th Slab	7.50
10	On completion of last Floor Slab	6.00
11	On completion of walls , internal plastering.	2.50
12	On completion of , flooring , doors and windows.	2.50
13	On completion of staircase, lift wells	2.50
14	On completion of sanitary fittings ,lobbies upto floor level	2.50
15	On completion of external plumbing , terrace waterproofing.	2.50
16	On completion of external plaster , elevation	2.50
17	On completion of lifts, water pumps	2.50
18	On completion of electrical fitting , mechanical and enviroment requirements	2.50

the payment schedule on receiving Full Occupation Certificate/Occupation Certificate in respect of the said Premises without any objection or demurr.

5. Details of Bank Account for the Real Estate Project :

- a. Bank Account Number : 57500000812560  
 b. Bank Name : HDFC Bank Ltd.  
 Bank Address : Jalaram Ashish Bldg, Devidayal Road, Mulund (W), Mumbai-400 080  
 Branch : Mulund (West)  
 IFSC Code : HDFC0000652  
 Account Name : Suyog Developers Marathon Neoskies Collection Account

6. Details of Taxes to be paid by the Allottee/s for Premises/Apartment :

GOVERNMENT TAXES AS APPLICABLE ON ACTUALS		
a.	Tax Deducted at Source	As Applicable*
b.	Stamp Duty	As Applicable*
c.	Registration	As Applicable*
d.	CGST and SGST	As Applicable*
e.	Property Tax	As Applicable*
f.	Any Applicable Tax/Cess/Duty as may be applicable from time to time	As Applicable*

\*as per on date of Agreement and booking date.

7. Maintenance Charges :

QUARTERLY MAINTENANCE CHARGES		Amount
a.	Maintenance Charges/Outgoings for Premises **	5,910.00
b.	Maintenance Charges for Car Parking**	0.00

\*\*per quarter in advance on or before 5th day of beginning of every quarter. Maintenance Charges are provisional in nature and shall be paid on actuals.

Note: Maintenance Charges mentioned in clause 7(a) and 7(b) are exclusive of GST and the Allottee/s shall be required to pay the applicable GST separately.

Other Charges :

8. Other Charges are exclusive of GST and the Allottee/s shall be required to pay the applicable GST on Other Charges separately.

Sr.no.	MISCELLANEOUS CHARGES (PAYABLE BEFORE POSSESSION)	Per Sq. ft.	Amount
1.	Advance Maintenance (6-months)	60.00/Sq. Ft.	11,820.00
2.	Share of Expenses for the Formation of Apartment and Legal Charges		9,400.00
3.	Gymnasium Membership		10,000.00
4.	Electric Meter, Water Connection and Other Charges		75,000.00
5.	Corpus Fund for Society	180.00/Sq. Ft.	35,460.00
6.	Share Application Money and Entrance Fee		600.00
	<b>TOTAL MISCELLANEOUS CHARGES</b>		<b>1,42,280.00</b>
	* Property Tax and Other Taxes as applicable		

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## Maharashtra Real Estate Regulatory Authority

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

This registration is granted under section 5 of the Act to the following project under project registration number :  
P51300018106

Project: **MARATHON NEOSKIES** , Plot Bearing / CTS / Survey / Final Plot No.: 31/5 PT, 332, 32/1, TO 3, 33 PT, 34 at  
Kurla, Kurla, Mumbai Suburban, 400078;



1. M/S Suyog Developers having its registered office / principal place of business at **Suburban, Pin: 400080.**
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 (l) of sub-section (2) of section 4 read with Rule 5;  
OR  
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
  - The Registration shall be valid for a period commencing from 10/10/2018 and ending with 30/12/2023 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. Vasant Premanand Prabhu  
(Secretary, MahaRERA)  
Date: 09-09-2021 21:29:19

Dated: 09/09/2021  
Place: Mumbai

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



घोषणापत्र

मी. विवेक वेंगळकर / रंजित रंजित / वि.व. वडावाट, यांचा संघित करारी मी. सुयोग डेव्हलपर्स कार्यालयाने मी. वडावाट येथील कार्यालयामध्ये 04/06/2023 रोजी मी. सुयोग डेव्हलपर्स यांच्या संघीत करारी मी. वडावाट येथील कार्यालयामध्ये 04/06/2023 रोजी मी. वडावाट येथील कार्यालयामध्ये...

दिनांक: 07/05/24

Oscar pathrajane

32115994 पावती Original/Duplicate Monday, August 07, 2023 4:36 PM मॉरनी 359 Regn.35M

मुह रस्ता वडावाट

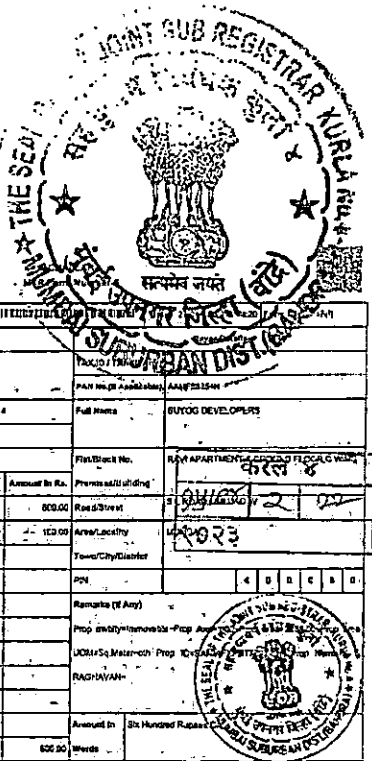
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Department : Stamp & Registration, Maharashtra
Receipt of Document Handling Charges
PRN 0408202311158 Date 04/08/2023
Received from SUYOG DEVELOPERS, Mobile number 7039411234, an amount of Rs.440/- towards Document Handling Charges for the Document to be registered (SARUTA) in the Sub Registrar office Joint S.R. Kurla 4 of the District Mumbai Sub-urban District.

करल ४
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2023



Form with barcode and registration details: DEPT: 32115994, BARCODE: 0408202311158, DEPARTMENT: Inspector General Of Registration, TYPE OF PAYMENT: Bank Draft - Simple Receipt, OFFICE NAME: KURLA 4 SUB REGISTRAR KURLA RD 4, LOCATION: MUMBAI, YEAR: 2023-2023 One Time, ACCOUNT HEAD DETAILS: Amount In Rs. 808.00, C30024501: Stamp Duty/Bank Fee: 808.00, C00000001: Registration Fee: 123.00, TOWN/CITY/DISTRICT: RACHAYAN.



Handwritten signatures and initials.

The Firm to sign and execute any deed or document, Agreement, Mortgage Deed, Re-conveyance, Conveyance, Lease Deed, Leave and License etc. at village Kanjur, Mumbai. In letter dated April 9, 2019 and December 22, 2020 in respect of the project known as "Marathon Neoskies".

As Authorised for Signature of Suyog Developers for project village Kanjur, Mumbai namely: "Marathon Neoskies", We intend to execute the following documents on the premises being constructed on the property.

(iii) We are desirous of appointing (1) Yogesh Panchal (2) Robin Mathew (3) Shweta Pandey (4) Reena Naik (5) Anannya Ghadigaonkar (6) Sakshi Kargutkar (7) Deepak Pattnayak who are our employees at presently.

(iv) In future if any of the employees leave our organization then this Power of Attorney shall stand revoked automatically effective from the date of such terminate and they confirmed individually not to act on Power of Attorney beyond such date by signing hereunder.



WE KNOW ALL MEN AND THESE PRESENTS SHALL WITNESSETH THAT WE, K. S. RAGHAVAI, Group Company Secretary cum Authorised Signatory, DWARKANATH K. RAO, Senior Manager cum Authorised Signatory and BABULA MAHARANA, Authorised Signatory of Suyog Developers, do hereby nominate, constitute and appoint (1) Yogesh Panchal (2) Robin Mathew (3) Shweta Pandey (4) Reena Naik (5) Anannya Ghadigaonkar (6) Sakshi Kargutkar (7) Deepak Pattnayak as our true and lawful attorneys to jointly or severally do the following:

Kargutkar (7) Deepak Pattnayak as our true and lawful attorneys to jointly or severally do the following:

- To Present and lodge in the office of the Sub-Registrar of the office of the Sub-Registrar for the execution of any deeds or documents and to do all the necessary for registering the said deeds or documents, Agreement, Mortgage Deed, Conveyances, Conveyance, Lease Deed, Leave and License etc. signed by us severally related to the project known as "Marathon Neoskies" at village - Kanjur, Mumbai, within the limits of the "S" ward, Brihan Mumbai Municipal Corporation.
- This Power of Attorney shall stand revoked automatically upon the date of resignation/termination of employment by the Company of the said attorneys or within 3 years from the date of execution of this power attorney whichever is earlier and the attorney confirms the same not to act on the basis of this power of attorney after such date of termination by signing hereunder.
- AND We do hereby for ourselves agree to ratify at confirm all and whatsoever our said Attorney shall do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF WE have hereunto set and subscribed our hands and signature to this writing on the 16<sup>th</sup> day of July, 2023.

**THE SCHEDULE HEREINABOVE REFERRED TO:**

All that pieces and parcel of land, total admeasuring 3288 sq. mtrs. consisting of an area 572.50 sq.mtrs. bearing CTS No.31/A corresponding to Old Survey No.125 and New Survey No.125/1/3, an area admeasuring 663.20 bearing CTS No.32, 32/1 to 3 corresponding to Old Survey No.123 and New Survey No.123/2, an area admeasuring 2013.40 sq.mtrs. bearing CTS No. 33(pt) corresponding to Old Survey No.123 and New Survey No.123/2, and an area admeasuring 38.90 bearing CTS No.34 corresponding to Old Survey No.123 and New Survey No.123/2 situated, lying and being at Village Kanjur, Taluka Kurli, District Thane and Sub-District of Mumbai City and Mumbai Suburban, Greater Mumbai and Mumbai Suburban within the limits of "S" ward of Mumbai Municipal Corporation, Greater Mumbai Utkarsh Nagar, Bhandup (West), Mumbai - 400 075.

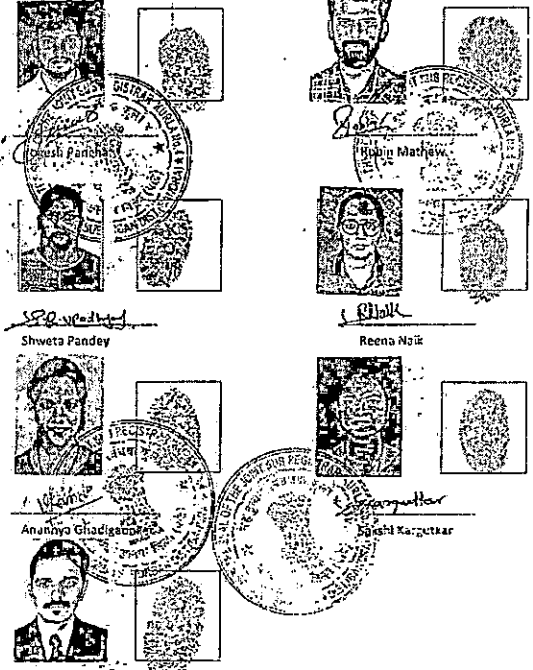
North : CTS 28 Adj Slum  
 South : CTS 192 Adj Slum  
 East : CTS 31/32 Adj Jeevan Anand Building  
 West : CTS 01 Adj Slum

Signed Sealed And Delivered by the within named Suyog Developers through its Group Company Secretary cum Authorised Signatory Mr. K. S. RAGHAVAI Senior Manager cum Authorised Signatory Mr. DWARKANATH RAO Authorised Signatory Mr. BABULA MAHARANA vide Letter dated April 9, 2019 and December 22, 2020 in the presence of...

For Suyog Developers  
 Authorised Signatory  
 For Suyog Developers  
 Authorised Signatory  
 For Suyog Developers  
 Authorised Signatory



WE ACCEPT AND CONFIRM



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 2023



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 Developers

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 2023

4, Ground Floor, C-Wing, Ravi Apartment, S. L. Road, Mulund (W), Mumbai - 400 080.  
 M: +91-86558 88286 • Email: suyogdevelopersmumbai@gmail.com

FORM 117  
 (See Rule 127(1)(a) of the  
 CERTIFICATE OF REGISTRATION  
 Section 17(1)(a))



The Indian Partnership Act, 1932  
 (Act No. IX of 1932)  
 पाठक: 1932 (अधिनियम 9433)  
 (अ. 1932 या अधिनियम 9433)  
 Registration No. 66333  
 It is certified that a firm by name  
 with its head office at  
 has this day been duly registered under the Indian Partnership Act, 1932  
 (Act No. IX of 1932)  
 यादी अन्वये प्रत्यक्ष शपथक वरिष्ठ अ. भाग्येशी सुभा  
 म्म सुभा या, मुंबई (W) 400 020  
 या मुख्यतः अंशदाता म्म सुभा या  
 या मालक्या संकेती रूप आदेशानुसार 9433  
 या दिवशी मालकी पारितोषी अधिनियम, 1911  
 (1911 या अधिनियम 9433) अन्वये प्रत्यक्ष शपथक आदी अ. भाग्येशी सुभा  
 Of under my hand this day of 11  
 या दिवशी मालकी पारितोषी अधिनियम अ. भाग्येशी सुभा  
 Registrar/Assistant Registrar of Firms  
 Mumbai/Pune/Hydrabad/Aurangabad  
 या दिवशी मालकी पारितोषी अधिनियम अ. भाग्येशी सुभा  
 (2023/11/11/9433-69)

LETTER OF AUTHORITY

We, the Partners of Suyog Developers, be and hereby severally authorize Mr. Dwarakanath K. Rao and Mr. K. S. Raghavan, Authorised Representatives to sign, execute necessary agreement pertaining to Residential / Commercial / Industrial / Agricultural / other related documents and/or papers and to appear before the Registering Authority for the purpose of registration of the same in respect of the property known as "Marathon Neoskies" at Ehandup (w), Mumbai 400078.



The aforesaid representative is further authorized to delegate the authority vested upon him to any other authorized persons through execution of necessary Power of Attorney to admit / lodge the deeds, documents, etc. as required to be produced and appear before the said Sub-Registrar for and on behalf of the Firm.

The signature of Mr. Dwarakanath K. Rao and Mr. K. S. Raghavan, Authorised Representatives, who have been vested Hereunder.

for Suyog Developers

Yatin Harish Thakkar Deepak U. Gandhi Nalin Harish Thakkar

Matrix Water Management Pvt. Ltd.

Specimen Signatures:

Dwarakanath K. Rao Mr. K. S. Raghavan

This specimen signature is verified

Place: Mumbai

Date: April 9, 2011

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 2023

Suyog  
 Developers  
 करल ४  
 94LE8 22

4, Ground Floor, C-Wing, Ravi Apartment, S. L. Road, Mulund (W), Mumbai - 400 080.  
 M: +91-86558 88286 • Email: suyogdevelopersmumbai@gmail.com

LETTER OF AUTHORITY

We, the Partners of Suyog Developers, be and hereby severally authorize Mr. Babula Maharana, Authorised Representative to sign, execute necessary agreement pertaining to Residential / Commercial / Industrial / Agricultural / other related documents and/or papers and to appear before the Registering Authority for the purpose of registration of the same in respect of the property known as "Marathon Neoskies" at Ehandup (w), Mumbai 400078.

The aforesaid representative is further authorized to delegate the authority vested upon him to any other authorized persons through execution of necessary Power of Attorney to admit / lodge the deeds, documents, etc. as required to be produced and appear before the said Sub-Registrar for and on behalf of the Firm.

The signature of Mr. Babula Maharana, Authorised Representatives, who have been vested Hereunder.

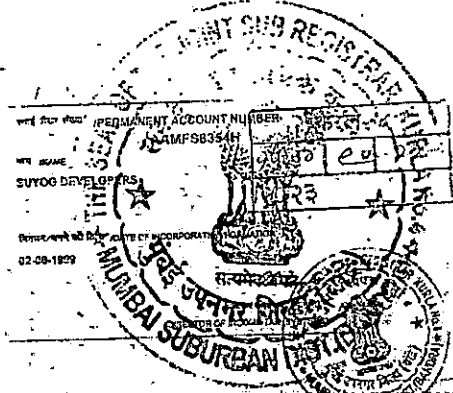
for Suyog Developers

Yatin Harish Thakkar Deepak U. Gandhi Nalin Harish Thakkar

Matrix Water Management Pvt. Ltd.

Specimen Signature:

Babula Maharana



आयकर विभाग  
 INCOME TAX DEPARTMENT  
 RAGHAVAN KRISHNAMURTHY  
 DEVANATHAN KRISHNAMURTHY  
 06/05/1960  
 Permanent Account Number  
 APXPRT772J

भारत सरकार  
 GOVT. OF INDIA



722, Marathon Lane, Junction of Mulund  
 Corporation Lane Road, LBS Road,  
 Mulund (W), Mumbai - 80  
 K. S. RAGHAVAN  
 Dept: Company Secretarial  
 Emp. No: K00523  
 D.O.J.: 01-03-2008

17-05-1984  
 MARATHON  
 72, Keshavnagar, 4th Floor, Keshavnagar Road, 110018, New Delhi - 110018

17-05-1984  
 MARATHON  
 72, Keshavnagar, 4th Floor, Keshavnagar Road, 110018, New Delhi - 110018

**MARATHON**  
 72, Keshavnagar, 4th Floor, Keshavnagar Road, 110018, New Delhi - 110018  
 D. No. 1234, 5678  
 Imp. No. A-123  
 D.O.J. 12-11-1983

7104 5522 6577  
 110018, New Delhi - 110018

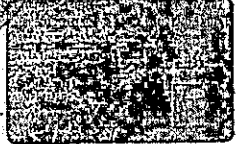
**MARATHON**  
 Babu Maharana  
 जन्म 04/08/1984  
 लिंग Male  
 3361 1192 2627  
 आधार - सामान्य माणसाचा अधिकार

**MARATHON**  
 Babu D. Maharana  
 D. No. 5425  
 Emp. No. 241024  
 D.O.J. 10-06-2013

*Marathon*

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JOINT SUB REGIONAL OFFICE  
 KURLA  
 THE SEAL OF THE OFFICE  
 7/1/84



8905 3940 0719  
 भाई आशर, भाई अश्व

8905 3940 0719

*- Acceptance...*

**MARATHON**  
 72, Keshavnagar, 4th Floor, Keshavnagar Road, 110018, New Delhi - 110018

**MARATHON**  
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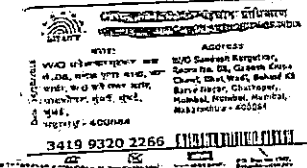
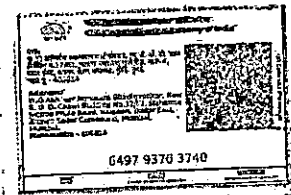
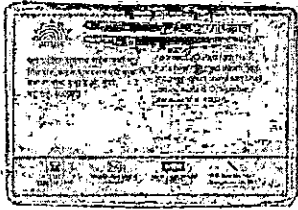
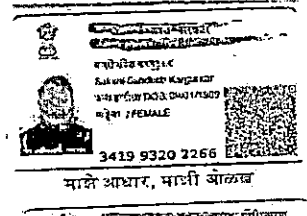
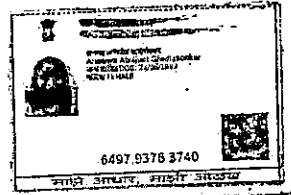
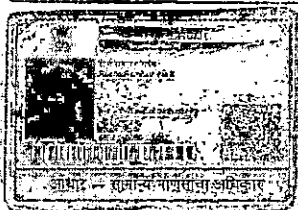
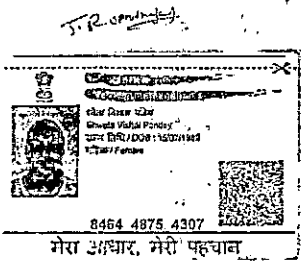
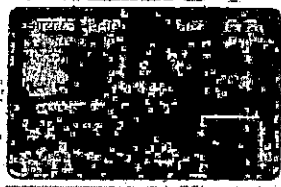
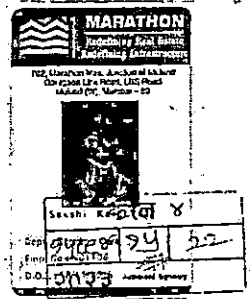
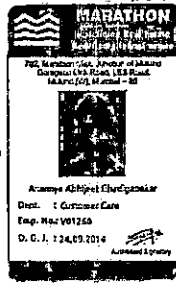
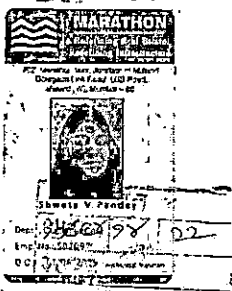
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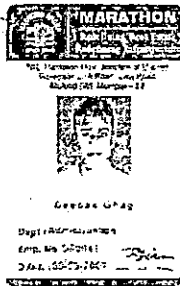
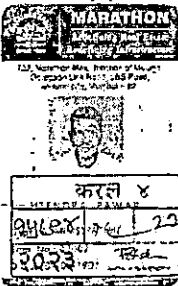
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Data of Bank Receipt for GRN MH01439931020223R  
 Bank - IDBI BANK



Bank/Branch: 722107087  
 Pmt Txn Id: 27/01/2023 15:44:13  
 Pmt DfTime: 09:03:32003312751689  
 CharterNo: 7101 / MUMBAI  
 District: 10R200 / KRL4 - JT SUB REGISTRAR MUMBAI  
 Office Name: 10R200 / KRL4 - JT SUB REGISTRAR MUMBAI

Single Receipt  
 Pmt Txn Id: 27/01/2023 15:44:13  
 GRN Date: 27/01/2023 15:44:13

SI Duty Schm: 1003045501-25% Stamp Duty/Bank Receipt  
 SI Duty Amt: Rs 500.00 - (Rs Five Hundred Rupee Only)

Rgn Fee Schm: 0030463301-70% Registration Fee  
 Rgn Fee Amt: Rs 100.00 - (Rs One Hundred Rupee Only)

Article: 4813  
 Prop Aribty: Immovable  
 Prop Descr: HAVI APARTMENT, 4 GROUND FL, MUMBAI, 400050

Duty Payer: PAN-AA1MF8354H SUYOG DEVR OPERS  
 Other Party: PAN-AFXPR77722 K.S RAGHAVAN

Bank Scrial No: 100  
 Bank Scrial Date: 23/01/2023  
 BSI Expiry Date: 23/01/2023  
 Mobile Number: 910920452023

500.00

करल ४  
 २०२८



भारत सरकार  
 DEPARTMENT OF REVENUE  
 DEEPAK KUSHANSHI GHAG  
 BUSHASHI GAJANAN GHAG  
 23/01/2023  
 ANRPG631R

Sl. No	Remarks	Detachment No.	Detachment Date	Userid	Detachment Amount
1	15/01/2023	000224214001121	17/01/2023 15:35:52	10R200	500.00
2	23/01/2023	000224214001124	27/01/2023 15:44:13	10R200	500.00
Total Detachment Amount					1000.00

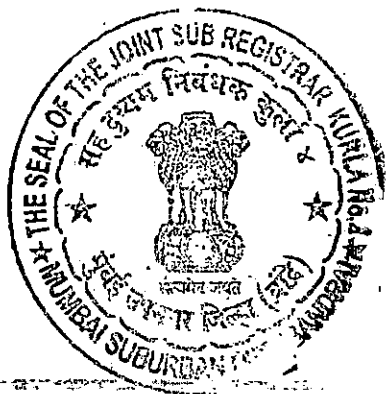
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करल ४		
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Payment Details	
Bank Name: IEKL	Payment Date: 04/08/2023
Bank CIN: 10004152023080410467	REF No: 2850408986
Deface No: 0408202311158D	Deface Date: 07/08/2023
This is computer generated receipt, hence no signature is required	

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991-15554  
दिनांक: 07 अगस्त 2023 4:36 म.म.

1-4 अंकीय: 4156842023

कार्य: अर्थ: १११५

आय: अर्थ: १११५

१, वि. अ. १, वि. अ. १४४ अर्थ: अर्थ: १११५

४, २, 15681 अर्थ: 07-08-2023

दिनांक: ०७ अगस्त, २०२३

*(Signature)*

आय: अर्थ: १११५

*(Signature)*  
मुंबई - ४, मुंबई उपनगर विभाग

दिनांक: ०७ अगस्त, २०२३

दिनांक: ०७ अगस्त, २०२३ ०४:३३:५७ PM की वेळ (सर्वोच्च)

दिनांक: ०७ अगस्त, २०२३ ०४:३६:२९ PM की वेळ (सर्वोच्च)

दिनांक: ०७ अगस्त, २०२३

पत्र क्र: 17141 दिनांक: 07/08/2023

आय: अर्थ: १११५ अर्थ: अर्थ: १११५ अर्थ: अर्थ: १११५ अर्थ: अर्थ: १११५

१. अर्थ: १११५

२. अर्थ: १११५

३. अर्थ: १११५

४. अर्थ: १११५

५. अर्थ: १११५

६. अर्थ: १११५

७. अर्थ: १११५

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९. अर्थ: १११५

१०. अर्थ: १११५

११. अर्थ: १११५

१२. अर्थ: १११५

१३. अर्थ: १११५

१४. अर्थ: १११५

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५६. अर्थ: १११५

५७. अर्थ: १११५

५८. अर्थ: १११५





करल ४  
 ७०२६२१००  
 २०२४

MALE  
 8522 5256 9842  
 VID: 9129 0878 3264 6711



भारतीय विशिष्ट-परचाज प्राधिकरण  
 INDIA IDENTIFICATION AUTHORITY OF INDIA

Address:  
 S/O: D.V.S.S. Ramakrishna Rao, 1-23, Vuoda  
 Layout, Chinnamushidivada, Pendurtal,  
 West Godavari District,  
 Andhra Pradesh - 530051

8522 5256 9842  
 VID: 9129 0878 3264 6711

P.O. Box No. 1947  
 Bengaluru-560 901

आयकर विभाग  
 INCOME TAX DEPARTMENT

भारत सरकार  
 GOVT. OF INDIA

DHARMAJI V. S. SRIKANTH  
 RAMAKRISHNA RAO DHARMAJI

14/12/1988  
 Permanent Account Number  
 AYWPD1281G

Signature

*D. Srikant*



ఆయకర విభాగం  
INCOME TAX DEPARTMENT

భారత సర్కార్  
GOVT OF INDIA

స్థానిక లెక్కల కార్డు  
Permanent Account Number Card

BCIPR3801H

నామ / Name  
DHARMAJI VENKATA SESA RAGHAVENDRA RAO

పాత నామ / Father's Name  
VENKATA SATYA SAI RAMAKRISHNA RAO DHARMAJI

జన్మ తేదీ / Date of Birth  
08/01/1987

సంతకం / Signature

₹ 200000



భారత సర్కార్  
GOVT OF INDIA

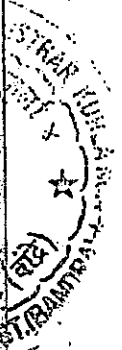
ధర్మజి వెంకట సేష రఘవేంద్ర రావు

Dharmaji Venkata Sesha  
Raghavendra Rao

పుట్టిన తేదీ / DOB: 08/01/1987

పురుషుడు / MALE

5266 6139 6866



నా ఆధార్ - నా సురక్షం



భారత సర్కార్  
GOVT OF INDIA

చిరునామా:

Address:

S/O ధర్మజి వెంకట సత్య సాయి

S/O Dharmaji Venkata Satya Sai  
Ramakrishna Rao, 1-23, Vuda  
Layout, Chinnamusidivada,

రామకృష్ణ రావు, 1-23, చిన్న

Pendurthi, Visakhapatnam, Andhra  
Pradesh - 530051

లేయౌట్, చిన్నముసిదివాడ,

పెందుర్తి, విశాఖపట్నం,



పిన్ కోడ్ - 530051

5266 6139 6866

करल ४		
२०२४	२०२४	२००
२०२४		

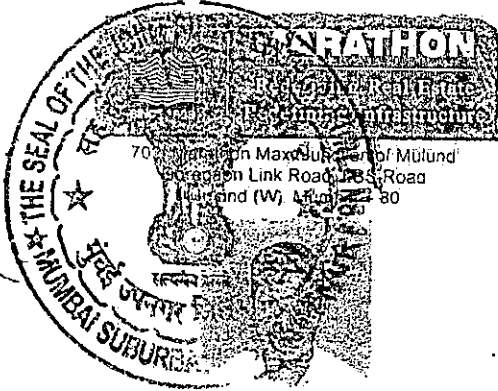
निगमन/घलने की तिथि /DATE OF INCORPORATION/FORMATION

02-06-1999

*R. Singh*

आयकर निदेशक (प्रणाली)

DIRECTOR OF INCOME TAX (SYSTEMS)



JITENDRA PAWAR

Dept. ADMINISTRATION

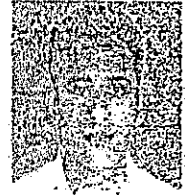
Emp. No :J00002

D.O.J. :04-02-1991

*J. Pawar*  
Authorised Signatory



702 Marathon Max Junction of Mulund  
Goregaon Link Road LBS Road,  
Mulund (W), Mumbai - 80



Deepak Ghag.

Dept : Administration

Emp. No :D90041

D.O.J. :08-05-2007

*D. Ghag*  
Authorised Signatory

आयकर विभाग  
INCOME TAX DEPARTMENT  
भारत सरकार  
GOVT. OF INDIA

JITENDRA PAWAR  
SAKHARAM BHONDUPAWAR  
26/04/1975  
Permanent Account Number  
AJPPP9346B

आयकर विभाग  
INCOME TAX DEPARTMENT  
भारत सरकार  
GOVT. OF INDIA

DEEPAK SUBHASH GHAG  
SUBHASH GAJANAN GHAG  
25/06/1986

Permanent Account Number  
AXBPG3631R

*D. Ghag*



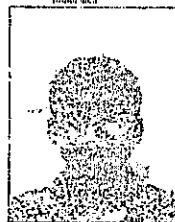
भारत सरकार  
Government of India

जितेंद्र सखाराम पवार  
Jitendra Sakharam Pawar  
जन्म वर्ष / Year of Birth : 1975  
पुरुष / Male

9895 5574 5213



भारत सरकार  
GOVERNMENT OF INDIA



दीपक सुभाष घाग  
Deepak Subhash Ghag  
जन्म तिथि / DOB : 25/06/1986  
पुरुष / MALE

6182 4976 1129



आधार - सामान्य माणसाचा अधिकार

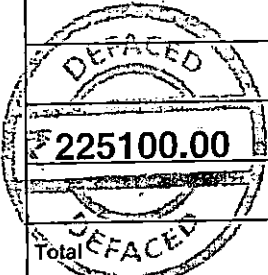
आधार - आम आदमी का अधिकार



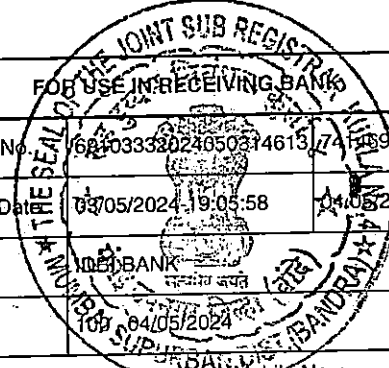
**CHALLAN**  
MTR Form Number-6



GRN	MH001550608202425E	BARCODE			Date	03/05/2024-18:58:30	Form ID	25.2
Department					Inspector General Of Registration			
Type of Payment					Stamp Duty Registration Fee			
Office Name					KRL4_JT SUB REGISTRAR KURLA NO 4			
Location					MUMBAI			
Year					2024-2025 One Time			
Account Head Details					Amount In Rs.			
0030045501 - Stamp Duty					195100.00			
0030063301 - Registration Fee					30000.00			
Total					2,25,100.00			
Payment Details					IDBI BANK			
Cheque/DD Details					Cheque/DD No.			
Name of Bank					IDBI BANK			
Name of Branch					MUMBAI			
Remarks (If Any)					PAN2=AAMFS8354H-SecondPartyName-SUYOG DEVELOPERS: CA=3256694 २०२४			
Amount In					Two Lakh Twenty Five Thousand One Hundred Rupees O			
Words					nly			
Bank CIN					68103332024050374613/74129287			
Bank Date					03/05/2024 19:05:58			
Bank-Branch					MUMBAI			
Scroll No. , Date					04/05/2024			



कयल ४  
२०२४



Department ID :  
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.  
संदर्भ क्रमांक केवल दूरस्थ निबंधक कार्यालयत नोंदणी करावयाच्या दस्तऐवजांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तऐवजांसाठी सत्य ठरत नाही.

Validity unknown

Digitally signed by the  
DIRECTORATE OF ACCOUNTS  
AND TREASURIES MUMBAI 02  
Date: 2024.05.07 14:35:15 IST  
Reason: GRNS Secure Document  
Location: India

*D. Srinivas*

*D. Rajan*

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userld	Defacement Amount
1	(IS)-391-9728	0000954103202425	07/05/2024-14:55:50	IGR200	30000.00
2	(IS)-391-9728	0000954103202425	07/05/2024-14:55:50	IGR200	195100.00
Total Defacement Amount					2,25,100.00

*Deepest Pathanjali*

evr	er	900
२०२४		





**D**ocument **H**andling **C**harges  
Inspector General of Registration & Stamps

### Receipt of Document Handling Charges

PRN 0524060016147

Receipt Date 07/05/2024

Received from Suyog Developers, Mobile number 9819577422, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 9728 dated 07/05/2024 at the Sub Registrar office Joint S.R. Kurla 4 of the District Mumbai Sub-urban District.

DEFACED

₹ 2000

DEFACED

### Payment Details

Bank Name SBIN

Payment Date 06/05/2024

Bank CIN 10004152024050615264

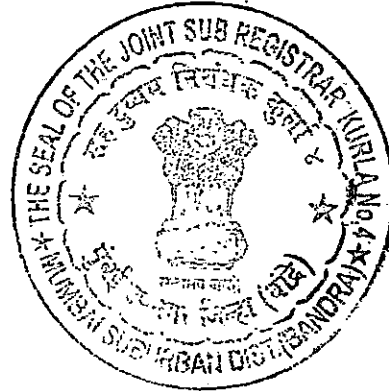
REF No. 449376869013

Deface No 0524060016147D

Deface Date 07/05/2024

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

करल ४		
९७२८	९७	१००
२०२४		



दस्त क्रमांक: करल4 /9728/2024

बाजार मूल्य: रु. 27,88,911/-

मोवदला: रु. 32,50,894/-

भरलेले मुद्रांक शुल्क: रु. 1,95,100/-

दु. नि. मह. दु. नि. करल4 यांचे कार्यालयाने

पावती: 10438

पावती दिनांक: 07/05/2024

अ. क्र. 9728 वर दि. 07-05-2024

मादरकरणाचे नाव: धर्माजी व्ही.एम. श्रीकांत

गेजी 2:54 म.नं. वा. हजर केला.

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2000.00

पृष्ठांची संख्या: 100

एकुण: 32000.00

दस्त हजर करणाऱ्याची मही

सह दु. नि. मह. दु. नि. करल4 वर्ग-2  
कुर्ला-8, मुंबई उपनगर जिल्हा

दस्ताचा प्रकार: कर्णनामा

सह दु. नि. मह. दु. नि. करल4 वर्ग-2  
कुर्ला-8, मुंबई उपनगर जिल्हा

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का क्रं. 1 07 / 05 / 2024 02 : 54 : 58 PM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 07 / 05 / 2024 02 : 55 : 41 PM ची वेळ: (फी)





दस्त गोषवारा भाग-2

करल4

07/05/2024 3 05:13 PM

दस्त क्रमांक:9728/2024

e e 900

दस्त क्रमांक :करल4/9728/2024

दस्ताचा प्रकार :-करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	ठसा प्रमाणित
1	नाव:सुर्योम डेव्हलपर्स यांच्यावतीने सिनियर मॅनेजर आणि अधिकृत व्यक्ती श्री द्वाकारानाथ के. राव यांच्यावतीने कुलमूखत्यार म्हणून दिपक पट्टनायक पत्ता:प्लॉट नं: 4, माळा नं: तळमजला, इमारतीचे नाव: सी-विंग,रवि अपार्टमेंट, ब्लॉक नं: मुलुंड-पश्चिम, रोड नं: एस.एल.रोड,मुलुंड-पश्चिम,मुंबई-400080 - (AAMFS8354H), महाराष्ट्र, MUMBAI. पॅन नंबर:	लिहून देणार वय :-38 स्वाक्षरी:-		
2	नाव:धर्माजी व्ही:एस. श्रीकांत पत्ता:प्लॉट नं: 301, माळा नं: -, इमारतीचे नाव: एच 33 बिल्डिंग, ब्लॉक नं: -, रोड नं: ग्लोबल सिटी,विरार-पश्चिम-401303 (AYWPD1281G), महाराष्ट्र, THANE. पॅन नंबर:	लिहून घेणार वय :-35 स्वाक्षरी:-		
3	नाव:धर्माजी व्यंकट शेषा राघवेंद्र राव पत्ता:प्लॉट नं: 301, माळा नं: -, इमारतीचे नाव: एच 33 बिल्डिंग, ब्लॉक नं: -, रोड नं: ग्लोबल सिटी विरार-पश्चिम-401303 (BCIPR3801H), महाराष्ट्र, ठाणे. पॅन नंबर:	लिहून घेणार वय :-37 स्वाक्षरी:-		

वरील दस्तऐवज करून देणार तथाकथित करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.  
शिवका क्र.3 ची वेळ:07 / 05 / 2024 03 : 02 : 41 PM

ओळख:-

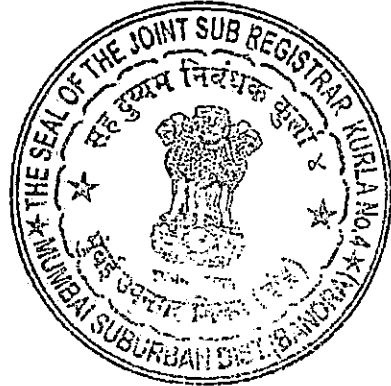
खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यानां व्यक्तीश: ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	ठसा प्रमाणित
1	नाव:दिपक सुभाष घाग वय:37 पत्ता:702 7 वा मजला मॅरेथॉन मॅक्स मुलुंड गोरेगांव लिंक रोड मुलुंड-पश्चिम मुंबई-400080 पिन कोड:400080		
2	नाव:जितेंद्र सखाराम पवार वय:48 पत्ता:702 7 वा मजला मॅरेथॉन मॅक्स मुलुंड गोरेगांव लिंक रोड मुलुंड-पश्चिम मुंबई-400080 पिन कोड:400080		

शिवका क्र.4 ची वेळ:07 / 05 / 2024 03 : 03 : 31 PM

शिवका क्र.5 ची वेळ:07 / 05 / 2024 03 : 04 : 24 PM नोंदणी पुस्तक 1 मध्ये

सहस्रदुर्धमक निवृत्ती कर्तव्य-२  
कुर्ला-४, मुंबई उपनगर जिल्हा



Payment Details.

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	DHARMAJI V S SRIKANTH AND OTHER	eChallan	69103332024050314613	MH001550608202425E	195100.00	SD	0000954103202425	07/05/2024
2		DHC		0524060016147	2000	RF	0524060016147D	07/05/2024
3	DHARMAJI V S SRIKANTH AND OTHER	eChallan		MH001550608202425E	30000	RF	0000954103202425	07/05/2024

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

9728 /2024

Know Your Rights as Registrants

1. Verify Scanned Document for correctness through thumbnail (4 pages on a side) printout after scanning.
2. Get print immediately after registration.

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करल ४		
२०२४	१००	१००
२०२४		

प्रमाणित करण्यात येते की या दस्तऐवज  
एकूण ११२ (१००) पाने आहेत  
करल-४/ २०२४/ २०२४  
पुस्तक क्रमांक १ क्रमांकावर नोंदला  
दिनांक ०१/५/२०२४



सह दुय्यम निबंधक कुर्ला-४  
मुंबई उपनगर जिल्हा