B - 1606.

Receipt (pavti)

520/13000
Thursday,May 16 ,2024
11:20 AM

पावती

Original/Duplicate
नोंदणी क्रं. 39म
Regn.:39M

पावती क्रं.: 13738 दिनांक: 16/05/2024

गावाचे नाव: बोरला
दस्तऐवजाचा अनुक्रमांक: करल5-13000-2024
दस्तऐवजाचा प्रकार : करारनामा
सादर करणाऱ्याचे नाव: निशिकांत साहेबराव चोरे (AJQPC2902E)

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 3100.00
पृष्ठांची संख्या: 155	
एकूण:	रु. 33100.00

DELIVERED

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे
11:40 AM ह्या वेळेस मिळेल.

Joint S.R. Kurla-5

बाजार मुल्य: रु.15287399.4 /-
मोबदला रु.25930000/-
भरलेले मुद्रांक शुल्क : रु. 1555800/-

सह दुय्यम निबंधक वर्ग-२
कुर्ला क्र. 5

1) देयकाचा प्रकार: DHC रक्कम: रु.2000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 0524160301670 दिनांक: 16/05/2024
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: DHC रक्कम: रु.1100/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 0524165501722 दिनांक: 16/05/2024
बँकेचे नाव व पत्ता:
3) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH002080619202425E दिनांक: 16/05/2024
बँकेचे नाव व पत्ता:

22/05/2024

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.कुर्ला 5
दस्त क्रमांक : 13000/2024
नोंदणी :
Regn:63m

गावाचे नाव : बोरला

(1)विलेखाचा प्रकार	करारनामा
(2)मोबदला	25930000
(3) बाजारभाव(भाडेपटट्याच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)	15287399.4
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:Mumbai Ma.na.pa. इतर वर्णन :सदनिका नं: बी 1606, माळा नं: 16 वा मजला, इमारतीचे नाव: ड्युक्स होरिझोन, ब्लॉक नं: डबल्यू.टी. पाटील मार्ग,पाटील वाडी, रोड : चेंबूर,मुंबई - 400071, इतर माहिती: मौजे बोरला,फ्लॅटचे क्षेत्रफळ 64.85 चौ. मी. रेरा कारपेट,सोबत 1 कार पार्किंग स्पेस सहित,इतर माहिती दस्तात नमूद केल्याप्रमाणे.((C.T.S. Number : 653/5(part), 660(part) and 659A(part) ;))
(5) क्षेत्रफळ	1) 71.33 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-वाधवा अँड असोसिएट्स प्रोजेक्ट डेव्हलपर्स प्रा. लिमिटेड (पूर्वीचे नाव वाधवा अँड असोसिएट्स प्रोजेक्ट डेव्हलपर्स एलएलपी)चे संचालक मनोहर छाब्रिया तर्फे मुखत्यार जितेंद्र गायकवाड वय:-30; पत्ता:-प्लॉट नं: ऑफिस -301, माळा नं: -, इमारतीचे नाव: प्लॅटिना, ब्लॉक नं: सी -59,बांद्रा कुर्ला कॉमप्लेक्स, रोड नं: बांद्रा पूर्व, मुंबई, महाराष्ट्र, MUMBAI. पिन कोड:-400051 पॅन नं:-
(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-निशिकांत साहेबराव चोरे (AJQPC2902E) वय:-37; पत्ता:-प्लॉट नं: 1602, माळा नं: -, इमारतीचे नाव: रुणवल सरीन , ब्लॉक नं: लॅक्मे रोड, मल्होत्रा चेंबर्स जवळ, देवनार, मुंबई, रोड नं: -, महाराष्ट्र, MUMBAI. पिन कोड:-400088 पॅन नं:- 2): नाव:-श्वेता सुरेश परब (BISPP1341Q) वय:-37; पत्ता:-प्लॉट नं: 1602, माळा नं: -, इमारतीचे नाव: रुणवल सरीन , ब्लॉक नं: लॅक्मे रोड, मल्होत्रा चेंबर्स जवळ, देवनार, मुंबई, रोड नं: -, महाराष्ट्र, MUMBAI. पिन कोड:-400088 पॅन नं:-
(9) दस्तऐवज करुन दिल्याचा दिनांक	16/05/2024
(10)दस्त नोंदणी केल्याचा दिनांक	22/05/2024
(11)अनुक्रमांक,खंड व पृष्ठ	13000/2024
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	1555800
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	

सह दुय्यम निबंधक वर्ग-2
कुर्ला क्र. 5
बोरीवली

20रु. Rs.20 INDIA TWENTY RUPEES

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:	मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारनुसार आवश्यक नाही कारणाचा तपशील दस्तप्रकारनुसार आवश्यक नाही
मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :	(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

THE SEAL OF THE SUB REGISTRAR KURLA-5 MUMBAI SUBURBAN DIST. (BANDRA)

सह दुय्यम निबंधक वर्ग-2
कुर्ला क्र. 5

Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	WADHWA AND ASSOCIATES PROJECTS DEVELOPERS PRIVATE LIMITED	eChallan	69103332024050814109	MH001763421202425E	1555800.00	SD	0001167494202425	16/05/2024
2		DHC		0524160301670	2000	RF	0524160301670D	16/05/2024
3		DHC		0524165501722	1100	RF	0524165501722D	16/05/2024
4		eChallan		MH002080619202425E	30000	RF	0001167504202425	16/05/2024

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

THE SEAL OF THE SUB REGISTRAR KURLA-5 MUMBAI SUBURBAN DIST. (BANDRA)

करल - ५

दस्त क्र. 9300/2024

१ / १५५

मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)

16-May-2024 05:52 PM

Valuation ID 202405168611

मूल्यांकनाचे वर्ष	2024
जिल्हा	मुंबई(उपनगर)
मूल्य विभाग	99-बोरला - कुर्ला
उप मूल्य विभाग	भूभाग:डयुक्स हॉरिझोन या प्रकल्पाखालील मिळकती.
सर्व्हे नंबर /न. भू. क्रमांक :	सि.टी.एस. नंबर#653

वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.

खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगीक	मोजमापनाचे एकक
72310	186550	214530	233190	186550	चौरस मीटर

. बांधीव क्षेत्राची माहिती

बांधकाम क्षेत्र(Built Up)-	71.33चौरस मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-	बांधीव
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय-	0 TO 2वर्षे	बांधकामाचा दर -	Rs.30250/-
उद्वहन सुविधा-	आहे	मजला -	11th floor To 20th floor		

रस्ता सन्मुख -

Sale Type - First Sale

Sale/Resale of built up Property constructed after circular dt.02/01/2018

मजला निहाय घट/वाढ = 110% apply to rate= Rs.205205/-

घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर =(((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * घसा-यानुसार टक्केवारी)+ खुल्या जमिनीचा दर)

= (((205205-72310) * (100 / 100))+72310)

= Rs.205205/-

A) मुख्य मिळकतीचे मूल्य = दरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र
= 205205 * 71.33
= Rs.14637272.65/-

E) बंदिस्त वाहन तळाचे क्षेत्र 13.94चौरस मीटर
बंदिस्त वाहन तळाचे मूल्य = 13.94 * (186550 * 25/100)
= Rs.650126.75/-

Applicable Rules = 10.4.16

एकत्रित अंतिम मूल्य = मुख्य मिळकतीचे मूल्य +तळघराचे मूल्य + मझेनाईन मजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहने तळाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + बंदिस्त बाल्कनी + मेकेनिकल माझनाइन

= A + B + C + D + E + F + G + H + I + J

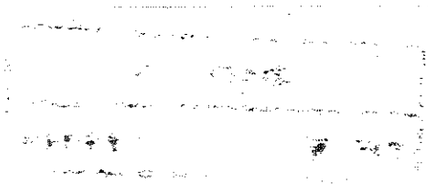
= 14637272.65 + 0 + 0 + 0 + 650126.75 + 0 + 0 + 0 + 0 + 0

=Rs.15287399.4/-

Home Print

सह दुय्यम निबंधक वर्ग २
कुर्ला क्र. ५

THE SEAL OF THE SUB REGISTRAR KURLA NO. 5 MUMBAI SUBURBAN (SANDRA)



करल - ५
दस्त क्र. 93000 /२०२४
२ / १५५

Document Handling Charges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	0524160301670	**Receipt Date**	16/05/2024

Received from DHC, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 13000 dated 16/05/2024 at the Sub Registrar office Joint S.R. Kurla 5 of the District Mumbai Sub-urban District.

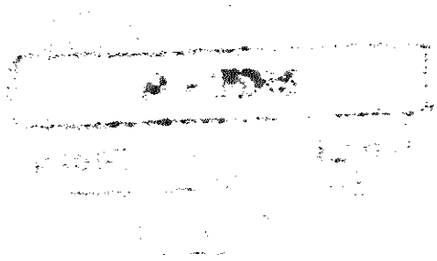
DEFACED
₹ 2000
DEFACED

Payment Details

Bank Name	SBIN	**Payment Date**	16/05/2024
Bank CIN	10004152024051601548	**REF No.**	413784252384
Deface No	0524160301670D	**Deface Date**	16/05/2024

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

THE SUB REGISTRAR KURLA-5 MUMBAI SUBURBAN DIST. (BANDRA)



Document Handling Charges
Inspector General of Registration and Stamps

कुर्ला - ५
दस्त क्र. 93000 /2024
3 / 9YY

Receipt of Document Handling Charges

PRN	0524160301670	**Receipt Date**	16/05/2024

Received from DHC, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 13000 dated 16/05/2024 at the Sub Registrar office Joint S.R. Kurla 5 of the District Mumbai Sub-urban District.

DEFACED
₹ 2000
DEFACED

Payment Details

Bank Name	SBIN	**Payment Date**	16/05/2024
Bank CIN	10004152024051601548	**REF No.**	413784252384
Deface No	0524160301670D	**Deface Date**	16/05/2024

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

THE SUB REGISTRAR KURLA-5
MUMBAI SUBURBAN (BANDRA)

करल - ५
दस्त क्र. 93000/2024
९ / १५५

Department of Stamp & Registration, Maharashtra			
Receipt of Document Handling Charges			
PRN	0524165501722	**Date**	16/05/2024
Received from DHC, Mobile number 0000000000, an amount of Rs.1100/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Kurla 5 of the District Mumbai Sub-urban District.			
Payment Details			
Bank Name	SBIN	**Date**	16/05/2024
Bank CIN	10004152024051601605	**REF No.**	413784346632
This is computer generated receipt, hence no signature is required.			

THE SEAL OF THE SUB REGISTRAR KURLA-5 MUMBAI SUBURBAN DIST. (BANDRA)

करल - ५

दस्त क्र. 93000/२०२४

५ : १५५

Department of Stamp & Registration, Maharashtra			
Receipt of Document Handling Charges			
PRN	0524160301670	Date	16/05/2024
Received from DHC, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Kurla 5 of the District Mumbai Sub-urban District.			
Payment Details			
Bank Name	SBIN	Date	16/05/2024
Bank CIN	10004152024051601548	REF No.	413784252384
This is computer generated receipt, hence no signature is required.			

THE SUB REGISTRAR KURLA-5 MUMBAI SUBURBAN DIST. (BANDRA)

करल - ५
दस्त क्र. 93000 /2024
E/ 999

CHALLAN
MTR Form Number-6

GRN MH002080619202425E	BARCODE	Date 15/05/2024-18:24:44	Form ID 25.2

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	
Office Name	KRL4_JT SUB REGISTRAR KURLA NO 4	Full Name	NISHIKANT SAHEBRAO CHORE AND OTHER
Location	MUMBAI		
Year	2024-2025 One Time	Flat/Block No. Premises/Building	FLAT NO B-1606 16TH FLOOR DUKES HORIZON
		Road/Street	W T PATIL MARG PATIL WADI
		Area/Locality	CHEMBUR MUMBAI
		Town/City/District	
		PIN	4 0 0 0 7 1
		Remarks (If Any)	SecondPartyName=WADHWA AND ASSOCIATES PROJECT DEVELOPERS PRIVATE LIMITED~
		Amount In Words	Thirty Thousand Rupees Only

Account Head Details	Amount In Rs.
0030063301 Registration Fee	30000.00
Total	30,000.00

30000.00

Payment Details	IDBI BANK	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	69103332024051514629	741982657
Cheque/DD No.		Bank Date	RBI Date	15/05/2024-18:26:54	Not Verified with RBI
Name of Bank		Bank-Branch		IDBI BANK	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Department ID : Mobile No. : 8268479193

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

सदर चलान फक्त दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलान लागू नाही.

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1	(iS)-520-13000	0001167504202425	16/05/2024-11:20:33	IGR561	30000.00

Print Date 16-05-2024 11:21:15

करता - ७
दस्त क्र. 93000/2024
V/ 999

GRN : MH002080619202425E Amount : 30,000.00 Bank : IDBI BANK Date : 15/05/2024-18:24:44

Total Defacement Amount	30,000.00

Print Date 16-05-2024 11:21:15

करल - ५
दस्त क्र. 93000
२१ ९

CHALLAN
MTR Form Number-6

GRN	MH002080619202425E	**BARCODE**		**Date** 15/05/2024-18:24:44	**Form ID** 25.2

Department	Inspector General Of Registration	**Payer Details**	
Type of Payment	Stamp Duty Registration Fee	**TAX ID / TAN (If Any)**	
		PAN No.(If Applicable)	
Office Name	KRL4_JT SUB REGISTRAR KURLA NO 4	**Full Name**	NISHIKANT SAHEBRAO CHORE AND OTHER
Location	MUMBAI		
Year	2024-2025 One Time	**Flat/Block No. Premises/Building**	FLAT NO. B-1606, 16TH FLOOR DUKES HORIZON
		Road/Street	W T PATIL MARG PATIL WADI
		Area/Locality	CHEMBUR MUMBAI
		Town/City/District	
		PIN	4 0 0 0 7 1

Account Head Details	**Amount In Rs.**
0030063301 Registration Fee	30000.00
Total	30,000.00

Remarks (If Any)

SecondPartyName=WADHWA AND ASSOCIATES PROJECT DEVELOPERS PRIVATE LIMITED~

Amount In Words Thirty Thousand Rupees Only

Payment Details	IDBI BANK	**FOR USE IN RECEIVING BANK**			
Cheque-DD Details		Bank CIN	Ref. No.	69103332024051514629	741982657
Cheque/DD No.		Bank Date	RBI Date	15/05/2024-18:26:54	Not Verified with RBI
Name of Bank		Bank-Branch		IDBI BANK	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Department ID :

Mobile No. : 8268479193

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

सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागु आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागु नाही.

Print Date 15-05-2024 06:27:14

CHALLAN

MTR Form Number-6

GRN MH001763421202425E	BARCODE	Date 08/05/2024-17:38:26	Form ID 25.2

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	AACCW8660
Office Name	KRL4_JT SUB REGISTRAR KURLA NO 4	Full Name	WADHWA AND ASSOCIATES PROJECTS DEVELOPERS PRIVATE LIMITED
Location	MUMBAI		
Year	2024-2025 One Time	Flat/Block No.	FLAT NO B 1606 16th FLOOR DUKES HORIZON
Account Head Details	Amount In Rs.	Premises/Building	
0030045501 Stamp Duty	1555800.00	Road/Street	W T PATIL MARG PATH WADI
		Area/Locality	CHEMBUR MUMBAI
		Town/City/District	
		PIN	4 0 0 0 7 1
		Remarks (If Any)	PAN2=AJQPC2902E~SecondPartyName=Mr. Natikant Sahebrao Chore
Total	15,55,800.00	Amount In Words	Fifteen Lakh Fifty Five Thousand Eight Hundred Rupees Only

Payment Details	IDBI BANK	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	69103332024050814109	741702513
Cheque/DD No.		Bank Date	RBI Date	08/05/2024-17:39:56	Not Verified with RBI
Name of Bank		Bank-Branch		IDBI BANK	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Department ID : Mobile No. : 9702838438

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

सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागु आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागु नाही.

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THE SUB REGISTRAR KURLA-5 MUMBAI SUBURBAN DISTRICT (BANDRA)

Print Date 08-05-2024 05:40:09

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THE SUB REGISTRAR KURLA-5 MUMBAI SUBURBAN DIST. (BANDRA)

AGREEMENT FOR SALE OF PREMISES

THIS AGREEMENT is made at Mumbai this 16th day of May, 2024.

BETWEEN

WADHWA & ASSOCIATES PROJECT DEVELOPERS PRIVATE LIMITED (earlier known as Wadhwa & Associates Project Developers LLP), a private limited company incorporated under the provisions of the Companies Act, 2013 having its registered office at 301, Platina, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai 400051, hereinafter referred to as the "**Promoter**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **ONE PART**

AND

Mr. Nishikant Sahebrao Chore And Ms. Sweta Suresh Parab an Individual/s having his /her / their address /registered office / principal place of business at / residing at **1602, Runwal Serene, Lakme Road, Near Malhotra Chambers, Deonar, Mumbai, Maharashtra - 400088, India** hereinafter referred to as "**the Allottee/s**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include in the case of an individual or individuals, his, her or their respective heirs, legal representatives, executors, administrators and permitted assigns/ in case of sole proprietary concern, the

proprietor for the time being of the said proprietary concern, his or her heirs, executors, administrators and permitted assigns/ in the case of a body corporate, its successors and permitted assigns/ in the case of a partnership firm, the partners for the time being and from time to time constituting the firm and the survivors or survivor of them and the heirs, legal representatives, executors, administrators and assigns of the last survivor of them and his or her heirs, legal representatives, executors, administrators, successors and permitted assigns/ in case of a Hindu undivided family, the karta and the members or member for the time being of the said Hindu Undivided Family and coparceners from time to time and the survivors or survivor of them and the heirs, legal representatives, executors, administrators and permitted assigns of the last survivor of them and his or her heirs, legal representatives, executors, administrators and permitted assigns/ in case of a trust, the trustees for the time being and from time to time of the trust and the survivors or survivor of them and the heirs, executors and administrators and permitted assigns of the last surviving trustee) of the **OTHER PART**

WHEREAS:

A. The Promoter is the owner of is seized and possessed of and is otherwise well and sufficiently entitled to all those pieces and parcels of land admeasuring in the aggregate approximately 9,532.03 square meters as per title deeds and 9,330.13 square metres as per Property Register Cards more particularly described in the **First Schedule** hereunder written and delineated by red colour boundary line on the plan annexed and marked as **Annexure "1"** hereto ("**the Land**"). The details pertaining to the title of the Promoter to the Real Estate Project (defined below) are elucidated in the Title Certificate dated 21st December, 2017, issued by M/s. Wadia Ghandy & Co., Advocates & Solicitors, and their Addendum to Title Certificate dated 24th December, 2020, copies whereof are annexed and marked as **Annexure "2"** hereto ("**Title Certificate**").

B. The Promoter is entitled to develop the said Land by consuming maximum Floor Space Index, TDR and development potential by whatever name called whether avaialble at present or in future ("**FSI**") as more particularly set out in this Agreement and by constructing buildings thereon as mentioned in this Agreement.

C. The Promoter is undertaking the development of the said Land ("**Whole Project**") in a phase-wise manner as mentioned herein.

D. The principal and material aspects of the development of the Whole Project as disclosed by the Promoter are briefly stated below-

(i) The Whole Project shall be developed in a phase wise manner.

(ii) The Promoter proposes to utilize a total FSI of 5 on gross plot area of

the said Land plus compensatory fungible FSI plus free of FSI areas plus parking area/s and the amenities ("**Full Development Potential**") during the phase wise development of the Whole Project.

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(iii) The Promoter has disclosed to the Allottee/s the designated/proposed use of the various buildings/structures/towers/wings on the said Land specifying and identifying the Whole Project.

(iv) The Allottee/s has/have perused copies of the amended layout approval dated 26th November 2020 bearing reference no. CHE/ES/3565/M/E/337(NEW) ("**Approved Layout**") issued by Municipal Corporation of Greater Mumbai ("**MCGM**"), which is annexed to this Agreement as **Annexure "3"**.

(v) The Allottee/s has/have also perused copies of the proposed layout ("**Proposed Layout**") prepared by the Promoter which is annexed to this Agreement as **Annexure "4"**. The Proposed Layout depicts and identifies the manner in which the Promoter shall fully develop and complete the Whole Project on the said Land.

(vi) The Whole Project comprises of a mixed-use building (for commercial users, office users, retail users and residential users) that comprises of Commercial Wing A and Residential Wing B on the said Land.

(vii) Commercial Wing A ("**Commercial Wing A**") has been registered by the Promoter with the Maharashtra 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**") and the other Rules, Regulations, Circulars and Rulings issued thereunder from time to time. The Authority has duly issued the Certificate of Registration No.P51800025299 dated 18th May, 2020 as a real estate project.

(viii) Residential Wing B ("**Real Estate Project**" / "**Residential Wing B**") has been registered by the Promoter with the Authority under the provisions of Section 5 of RERA read with the provisions of RERA Rules and the other Rules, Regulations, Circulars and Rulings issued thereunder from time to time. The Authority has duly issued the Certificate of Registration No.P51800027849 dated 8th January, 2021 for Residential Wing B and a copy of the RERA Certificate is annexed and marked as **Annexure "5"** hereto.

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(ix) The construction and development of the Whole Project is presently sanctioned in the manner stated *inter-alia* in the IOD and CC (both defined below), which shall be amended, modified, revised, varied, changed from time to time by the Promoter.

(x) Commercial Wing A and Residential Wing B are identified on the Approved Layout and the Proposed Layout respectively.

(xi) There is a common Basement Level underneath Commercial Wing A and Residential Wing B. This common Basement Level shall comprise of (a) Car Parking Spaces for Residential Wing B (defined below), (b) Car Parking Spaces for Office Floors in Commercial Wing A (defined below), (c) the Retail Car Parking Spaces (defined below) not useable by any other allottee/s of the Commercial Wing A or Residential Wing B (including the Allottee/s), (d) access ways, driveways, pathways and ramps that are common for all users and occupants on the said Land including the Allottee/s and other allottees and users in Commercial Wing A and Residential Wing B.

(xii) There is a common Service Area underneath Commercial Wing A and Residential Wing B that is below the common Basement Level referred above. This common Service Area below the Basement Level shall comprise of (a) common areas and facilities and services exclusive to the Commercial Wing A (including the Retail Premises), such as flushing water tank, fire and pump rooms etc., (b) common areas and facilities and services exclusive to the Residential Wing B, such as flushing water tank, fire and pump rooms etc., and, (c) common areas and facilities and services exclusive to the usage of the Retail Premises and its allottees, and, (d) common areas and facilities and services exclusive to the Office Floors in Commercial Wing A only such as flushing water tank, fire and pump rooms etc.

(xiii) The ground floor and first floor of Commercial Wing A is for retail user i.e. the Retail Premises (defined below) and has been approved as retail floors in the Approved Layout read with the IOD (defined below) and is shown as such in the Proposed Layout. The footprint of the Retail Premises on the ground floor and first floor of Commercial Wing A is shown in red dashed lines on the Proposed Layout at **Annexure "4"** hereto. The occupation certificate bearing No. CHE/ES/3565/M/E/ 337(NEW)/OCC/1/New dated 20th March, 2023 for Retail Premises is obtained and the possession of the said Retain Premises is handed over to the allottee of the Retain Premises.

(xiv) The 2nd (podium) floor of Commercial Wing A is above the first retail floor of Commercial Wing A and comprises of (a) car parking spaces for

Office Floors in Commercial Wing A that are not usable by the Allottee/s, any other allottees in Residential Wing B or the allottee of Retail Premises, (b) lift lobbies for Office Floors in Commercial Wing A that are not usable by the Allottee/s, any other allottees in Residential Wing B or the allottee of Retail Premises, (c) an exclusive area/space for the allottee of Retail Premises, which exclusive area/space is only for the allottee of Retail Premises and is not usable by the Allottee/s or any other allottees/users in the Commercial Wing A, Residential Wing B or on the said Land, (d) access ways, driveways, pathways and ramps that are exclusive for the Allottee/s, allottees and users in Residential Wing B and Commercial Wing A and are not usable by the allottee of Retail Premises, (e) access ways and pathways that are for the common use and access of the Allottee/s, allottees and users in Commercial Wing A and Residential Wing B and the allottee of Retail Premises and, and, (f) other spaces/areas that shall be designated for such users as the Promoter may deem fit and proper.

(xv) The 3rd (podium) floor of Commercial Wing A is above the 2nd (podium) floor of Commercial Wing A and comprises of (a) car parking spaces for Office Floors in Commercial Wing A that are not usable by the Allottee/s, any other allottees in Residential Wing B or the allottee of Retail Premises, (b) lift lobbies for Office Floors in Commercial Wing A that are not usable by the Allottee/s, any other allottees in Residential Wing B or the allottee of Retail Premises, (c) access ways, driveways, pathways and ramps that are exclusive for the Allottee/s, allottees and users of Office Floors in Commercial Wing A and Residential Wing B and not usable by the allottee of Retail Premises, and, (d) other spaces/areas that shall be designated for such users as the Promoter may deem fit and proper, including for the exclusive use of Commercial Wing A and/or Residential Wing B.

(xvi) The 4th upto 20th upper floors of Commercial Wing A ("**Office Floors in Commercial Wing A**") shall comprise of offices. The Promoter shall be entitled to deal with, dispose of, market and alienate (by way of sale, conveyance, lease, license or otherwise howsoever) the offices, apartments, premises, units, areas and other spaces in the Office Floors in Commercial Wing A as it deems fit and proper. The Promoter envisages to construct Office Floors in Commercial Wing A upto 20 upper floors or higher as may be permissible in law. The said Office Floors in Commercial Wing A shall be constructed in two phases viz Phase-I and Phase-II. As of now Phase-I is proposed to be ground plus 14 upper Floors. Post completion of Phase-I, part Occupation Certificate (OC) will be obtained for Phase-I and will hand over possession to respective units to the Allottees of Phase-I. Thereafter, the construction of Phase-II (floors above 14th Floor) shall be commenced at the later

stage as per the approvals obtained from time to time.

(xvii) Residential Wing B i.e. the Real Estate Project, comprises of 1st upto 20th upper floors and shall comprise of residential apartments. The Promoter is entitled to deal with, dispose of, market and alienate (by way of sale, conveyance, lease, license or otherwise howsoever) the residential apartments and other areas and spaces in Residential Wing B as it deems fit and proper. The Promoter envisages to construct Residential Wing B upto 20 upper floors. However, due to civil aviation issues the Residential Wing B is constructed upto 16 floors and the Promoter has obtained Part Occupation Certificate bearing No. CHE/ES/3565/M/E/ 337(NEW)/ OCC/1/New dated 19th April 2023 till 15 (fifteen) floor and Occupation Certificate bearing No. CHE/ES/3565 /M/E/337(NEW) /OCC/2/New on 06 September 2023 (being annexure 12A below).

(xviii) The common areas, facilities and amenities that may be usable by the Allottee/s and other allottee/s of the Real Estate Project along with other allottee/s in the Whole Project including the allottee of Retail Premises on a non-exclusive basis ("**Whole Project Amenities**") are listed in the **Fourth Schedule** hereunder written.

(xix) The Promoter shall provide common areas, facilities and amenities exclusively only for Residential Wing B and the users and allottees thereof ("**Real Estate Project Amenities**") and the allottees of Commercial Wing A and the allottee of Retail Premises shall not be entitled to use or access the Real Estate Project Amenities. The Real Estate Project Amenities are listed in the **Fifth Schedule** hereunder written.

(xx) There is an amenity plot on the south-east corner of the said Land ("**Amenity Plot**") that is required to be handed over to the Municipal Corporation of Greater Mumbai ("**MCGM**"). The Amenity Plot is identified on the Approved Layout and the Proposed Layout respectively. The Promoter has offered advance possession of the Amenity Plot to the MCGM and the Promoter shall be solely entitled to all the FSI and development potential and compensation as may be sanctioned by MCGM in lieu of surrender and hand over of the Amenity Plot.

(xxi) There are 3 (three) Recreation Ground areas, shown on the Approved Layout and Proposed Layout respectively, out of which, 2 (two) R.G. areas are on mother earth and 1 (one) R.G. area is on the 4th floor i.e. 3rd (Podium) level. These 3 (three) R.G. areas are exclusive for the users/allottees in Residential Wing B only and shall be conveyed to the Residential Wing B Organisation (defined below), or, proportionate

undivided interest therein conveyed to the allottees in Residential Wing B, as the case may be. Neither the allottees of Retail Premises nor any other allottees or users on the said Land including in Commercial Wing A, shall be entitled to use or access any of the 3 (three) R.G. areas.

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(xxii) The Allottee/s agree(s) that the Promoter shall be entitled to provide and designate certain common areas and facilities appurtenant to offices and other areas in Commercial Wing A and also appurtenant to the apartments/flats/premises in Residential Wing B as limited and exclusive areas and facilities, the usage whereof shall be limited and exclusive to the allottee/s / users of such offices/apartments/flats/ premises and to the exclusion of the Allottee/s and the other allottee/s in the Real Estate Project ("**Limited Areas and Facilities**").

(xxiii) The Allottee/s has duly examined and satisfied themselves with respect to the Proposed Layout annexed as **Annexure "4"** hereto. The Proposed Layout discloses *inter-alia*,-

(a) Commercial Wing A;

(b) Residential Wing B i.e. the Real Estate Project;

(c) Amenity Plot;

(d) The 3 (three) R.G. Areas exclusive for the Residential Wing B;

(e) The entry/exit points for vehicular movement to and fro from the Residential Wing B, shown and marked as "FF" and "GG". This entry/exit points are exclusive to the users/allottees in Residential Wing B only and the allottees of Retail Premises and Commercial Wing A shall not be entitled to use the same. This entry/exit point leads to the Basement Level and Service Area below Basement Level, and, the 2nd and 3rd (podium) floors;

(f) The entry/exit points for vehicular movement to and fro from Commercial Wing A, shown and marked as "AA" and "BB" respectively. These entry/exit points are common to all users/allottees in Commercial Wing A, including for the allottee of Retail Premises. These entry/exit points lead to (i) the Basement Level and Service Area below the Basement Level, (ii) 2nd and 3rd(podium) floors, (iii) lobby level for Office Floors in Commercial Wing A, and (iv) the ground retail floor and first retail floor in Commercial Wing A;

(g) The entry/exit point for pedestrian movement into Ground Floor of the Retail Premises in Commercial Wing A, shown and marked as "DD";

(h) The entry/exit points for service vehicles to the ground retail floor of Commercial Wing A, shown and marked as "CC" and EE" and the exclusive driveway in front of the ground retail floor in Commercial Wing A. The loading/unloading zones in front of the

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ground retail floor is also identified and shown on the Proposed Layout.

(i) The Whole Project Amenities.

(xxiv) The Promoter shall be entitled to designate any spaces/areas in the Whole Project and the said Land (including on the terrace, basement levels, lower ground levels, ground levels and podium levels thereof) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the allottees in the Whole Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc. in the Whole Project/part/s thereof.

(xxv) The name of the Commercial Wing A, the Residential Wing B and any branding/designation of the entire development of the said Land (or any part/s thereof) shall be as decided by the Promoter from time to time.

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

(xxvii) The scheme and scale of development proposed to be carried out by the Promoter on the said Land shall be in accordance with applicable law as amended from time to time.

(xxviii) The Promoter shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter may in its sole discretion deem fit on the said Land, the Whole Project and on the façade, terrace, compound wall or other part of the buildings/towers/wings as may be developed from time to time. The Promoter shall also be entitled to place, select, decide hoarding/board sites.

(xxix) The details of formation of the Commercial Wing A Organisation (for and by all the allottees of units/areas in Commercial Wing A, including the allottee of Retail Premises) and the Residential Wing B Organisation (for and by all the allottees of units/areas in Residential Wing B including the Allottee/s) and the conferment of title upon each of them, is mentioned at Clause 10 below.

(xxx) The statutory approvals may require the Promoter to hand over certain

stipulated percentage of the said Land to the concerned authorities or develop the same as public amenity. The Promoter shall determine and identify the portion and location of the said Land to be handed over for complying with the terms and conditions of statutory approvals.

(xxxi) The Promoter would be entitled to aggregate any contiguous land parcel with the development of the said Land, as provided under the Proviso to Rule 4(4) of the RERA Rules (defined below).

(xxxii) A copy of the revised Intimation of Disapproval No CHE/ES/3565/M/E/ 337(NEW) dated 26th November, 2020 ("**IOD**") and Commencement Certificate ("**CC**") issued by the MCGM on 1st February 2019, are hereto annexed and marked as **Annexure "6"**.

(xxxiii) The Allottee/s does hereby expressly and irrevocably agree and confirm that he/she/they shall not raise any objection, claim, protest, grievance, etc or take out any legal proceedings before any court of law, or Competent Authority against any future development to be carried out by the Promoter on the said Land or the Whole Project in future, subject to the terms of this Agreement.

E. The principal and material aspects of the development of the Residential Wing B i.e. the Real Estate Project, are as under:-

(i) Residential Wing B is known as '**Dukes Horizon**'.

(ii) It is contemplated that Residential Wing B is constructed as more particularly described in the **Second Schedule** hereunder written. The details of the FSI that has been sanctioned and that is proposed in the construction and development of Residential Wing B is more particularly set out in the **Second Schedule** hereunder written. Presently, due to civil aviation issues the Residential Wing B is constructed upto 16 floors and the Promoter has obtained Part Occupation Certificate bearing No. CHE/ES/3565/M/E/ 337(NEW)/ OCC/1/New dated 19th April 2023 till 15 (fifteen) floor and Occupation Certificate bearing No. CHE/ES/3565 /M/E/337(NEW) /OCC/2/New on 06 September 2023 (being annexure 12A below).

(iii) The common areas, facilities and amenities that may be usable by the Allottee/s and other allottee/s in the Residential Wing B on a non-exclusive basis ("**Real Estate Project Amenities**") are listed in the **Fifth Schedule** hereunder written.

(iv) The Promoter shall be entitled to designate any spaces/areas in the Real Estate Project (including on the terrace, basement levels, lower

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ground levels, ground levels and podium levels thereof) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the allottees in Residential Wing B. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc. in Residential Wing B / part/s thereof.

(v) The name of the Residential Wing B and any branding/designation thereof (or any part/s thereof) shall be as decided by the Promoter from time to time.

(vi) The nature of development of the Real Estate Project will be phase wise and would constitute a mixture of users as may be permissible under applicable law from time to time.

(vii) The scheme and scale of development proposed to be carried out by the Promoter in Residential Wing B shall be in accordance with applicable law as amended from time to time.

(viii) The Promoter shall be entitled to put hoarding/boards of their Brand Name (including any brand name the Promoter is permitted to use), in the form of Neon Signs, MS Letters, Vinyl & Sun Boards and/or such other form as the Promoter may in its sole discretion deem fit on the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project as may be developed from time to time. The Promoter shall also be entitled to place, select, decide hoarding/board sites.

(ix) It is expressly agreed between the Promoter and the Allottee/s that the ground area of Residential Wing B and the FSI consumed in the Residential Wing B are disproportionate, in view of the Residential Wing B being part of the layout of the said Land. The FSI consumed in the Real Estate Project is arising out of FSI available in the layout of the said Land which comprises of FSI of the entire said Land and also of TDR/ FSI, incentive FSI, floating FSI and FSI which may be available.

F. The Allottee/s is/are aware that,-

(i) The car parking spaces on the Basement Level that are exclusive for the Residential Wing B are identified in beige/dull yellow colour wash on the plan annexed and marked as **Annexure "8"** hereto (**"Car Parking Spaces for Residential Wing B"**). The allottee/s of Commercial Wing A

and the allottee of the Retail Premises shall not be entitled to use or access the Car Parking Spaces for Residential Wing B.

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(ii) The car parking spaces on the Basement Level that are exclusive for the Office Floors in Commercial Wing A are identified in blue colour wash on the plan annexed and marked as **Annexure "8"** hereto ("**Car Parking Spaces for Office Floors in Commercial Wing A**"). The Allottee/s, allottees of the Residential Wing B and allottee of Retail Premises shall not be entitled to use or access the Car Parking Spaces for Office Floors in Commercial Wing A.

(iii) Apart from the allottee of Retail Premises shall, neither the Allottee/s nor any other allottees/users in Residential Wing B or Commercial Wing A shall be entitled to use or access the Car Parking Spaces for Retail Premises shown shaded in light peach colour wash on the plan at **Annexure "8"** hereto.

(iv) The access ways, driveways, pathways and ramps in/on the Basement Level are common for all users and occupants on the said Land i.e. the Allottee/s and all other allottees and users in the Whole Project.

(v) The areas in the Service Area below Basement Level shown in grey hatched colour lines and that are outside the red lines on the plan annexed and marked as **Annexure "9"** hereto may be used by the Promoter to house/contain common areas and facilities and services exclusive to the Office Floors in Commercial Wing A (such as flushing water tank, fire and pump rooms etc.) and/or common areas and facilities and services exclusive to the Residential Wing B (such as flushing water tank, fire and pump rooms etc.) ("**Exclusive Areas in Service Area below Basement Level for Office Floors of Commercial Wing A and/or Residential Wing B**").

(vi) The areas in the Service Area below Basement Level that are bounded by and are within the red colour line on the plan annexed and marked as **Annexure "9"** hereto, are exclusive areas for the allottee of Retail Premises and are not usable by the Allottee/s or any other allottees/users in the Residential Wing B or Commercial Wing A.

(vii) 2nd (podium) floor is partly comprised in Commercial Wing A (shown shaded in blue colour on the plan annexed and marked as **Annexure "10"** hereto), Residential Wing B (shown shaded in beige/dull yellow on the plan annexed and marked as **Annexure "10"** hereto) and an exclusive area/space for the allottee of the Retail Premises (shown hatched in red colour lines on plan annexed and marked as **Annexure "10"** hereto).

करत (viii) 3rd (podium) floor is partly comprised in Commercial Wing A (shown shaded in blue colour on the plan annexed and marked as **Annexure "11"** hereto) and Residential Wing B (shown shaded in beige/dull yellow on the plan annexed and marked as **Annexure "11"** hereto).

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G. The Allottee/s is/are desirous of purchasing from the Promoter the said Premises in the Real Estate Project i.e. Residential Wing B, which is more particularly described in the **Sixth Schedule** hereunder written and shown in Red hatched colour lines on the floor plan annexed and marked as **Annexure "7"** hereto and which are hereinafter referred to as "**the said Premises**". It is agreed amongst the Allottees that the Allottees shall hold the said Premises in the ratio of **65:35** i.e. **65%** right, title, interest and share of **Mr. Nishikant Sahebrao Chore** and **35%** right, title, interest and share of **Ms. Sweta Suresh Parab.**

H. The Promoter had entered into a prescribed agreement with an Architect registered with the council of Architects and also appointed Structural Engineersfor preparing structural designs, drawings and specifications of the Real Estate Project and the Allottee/s accept(s) the professional supervision of the said Architect and the said Structural Engineers (or any replacements/substitutes thereof) till completion of the Real Estate Project.

I. The Allottee/s has/have demanded inspection/information from the Promoter and the Promoter has granted inspection of the following documents and information to the Allottee/s and/or the Allottee/s' Advocates/consultants:

(i) All title documents by which the Promoter has acquired right, title and interest to develop the said Land;

(ii) All the approvals and sanctions of all relevant authorities for the development of the said Land, Real Estate Project, Whole Project including layout plans, building plans, floor plan, change of user permissions, IODs, CCs, Traffic NOC, MOEF ECNOC etc.and such other documents as required under Section 11 of RERA;

(iii) All the documents mentioned in the Recitals hereinabove;

(iv) Title Certificate and Addendum Certificate;

(v) Authenticated copies of the Property Register Cardsfor C.T.S. Nos. 653/5(part), 660(part) and 659A(part) of Village Borla in Taluka Chembur, which are annexed and marked as **Annexure "12"** hereto.

Part Occupation Certificate bearing No. CHE/ES/3565/M/E/337 (NEW)/OCC/1/New dated 19 April 2023 of Residential Wing B and Occupation Certificate bearing No. CHE/ES/3565 /M/E/337(NEW) /OCC/2/New on 06 September 2023, which is annexed and marked as **Annexure "12A"** hereto

J. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which have been observed and

performed by the Promoter while developing the Real Estate Project and Whole Project and upon due observance and performance of which only, the Occupation Certificate in respect of the Real Estate Project is granted by the competent authority on 19th April, 2023 and 6th September, 2023.

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K. The Promoter has accordingly commenced construction of the Real Estate Project and Whole Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.

L. Prior to execution of this Agreement, the Allottee/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is satisfied with respect to, (i) the title of the Promoter to develop the Real Estate Project and Whole Project and the said Land, and such title being clear and marketable; (ii) the approvals and permissions (including IOD, CC and OC) obtained till date and (iii) the Promoter's entitlement to develop the Real Estate Project and Whole Project and the said Land and construct the Real Estate Project and Whole Project under various provisions of the DCR, DCPR and applicable law and sell the premises therein.

M. 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 and Whole Project. 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/have understood the documents and information in all respects.

N. The carpet area of the said Premises as defined under the provisions of RERA, is more particularly described in the **Sixth Schedule** hereunder written.

O. 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 transact the said Premises and enter into this Agreement on the terms and conditions appearing hereinafter. The Allottee/s has/have relied on the representations of the Promoter as regards: (i) its clear and marketable title to the Land; (ii) its absolute rights to sell/allott/grant the said Premises; (iii) the Promoter having duly observed performed, adhered to and abided by all the rules regulations conditions etc. stipulated by the authorities while sanctioning the plans and that the Promoter will do so in the future in respect of the construction of the Real Estate Project.

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P. 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 at or for the price and consideration more particularly described in the **Sixth Schedule** hereunder written ("**the said Consideration**") and upon the terms and conditions mentioned in this Agreement.

Q. Under Section 13 of the RERA, the Promoter is required to execute a written agreement for sale of the said Premises with the Allottee/s i.e. this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.

R. 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 agree(s) to purchase and acquire, the said Premises.

S. This Agreement shall be subject to the provisions of RERA, RERA Rules and all other Rules, Regulations, Office Orders, Circulars, Notifications and Rulings made thereunder and/or by the Authority/Appellate Tribunal from time to time.

T. The Promoter herein have availed of credit facilities/financial assistance from Bank/NBFC ("**Lender**") against security of the said Land by creating a mortgage thereon as per the terms and conditions contained therein, more particularly setout therein. The date of execution of the deed mof mortgage by the Promoter in favour of the Lender are more particularly setout in the **Sixth Schedule** hereunder written. The Promoter prior to the execution hereof has applied and obtained from its Lender a No Objection Certificate for sale of the said Premises in favour of the Allottee/s on such terms and conditions mentioned therein.

U. The list of Annexures attached to this Agreementare stated hereinbelow:

Annexure "1"	**Plan of the said Land**
Annexure "2"	**Title Certificate**
Annexure "3"	**Approved Layout**
Annexure "4"	**Proposed Layout**
Annexure "5"	**RERA Certificate**

Annexure "6"	IOD and C.C.	करल - ५
Annexure "7"	Plan of the said Premises	दस्त क्र. 93060 /२०२४
Annexure "8"	Plan of the Basement Level	२९ / ९५५
Annexure "9"	Plan of the Service Area below Basement Level	
Annexure "10"	Plan of the 2nd (Podium) Floor of Residential Wing B	
Annexure "11"	Plan of the 3rd (Podium) Floor of Residential Wing B	
Annexure "12"	Authenticated copies of the Property Register Cards for C.T.S. Nos. 653/5(part), 660(part) and 659A(part) of Village Borla in Taluka Chembur	
Annexure "12A"	Part Occupation Certificate for Residential Wing B and Occupation Certificate bearing No. CHE/ES/3565 /M/E/337(NEW) /OCC/2/New on 06 September 2023	
Annexure "13"	Amenity List detailing the finishes to be provided in the said Premises	

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBYAGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. INTERPRETATION

The aforesaid Recitals and the Schedules and Annexures hereto shall form an integral and operative part of this Agreement.

2. The Promoter shall be constructing the said Premises in accordance with the plans and designs as approved by the MCGM from time to time.

3. PURCHASE OF THE SAID PREMISES AND SALE PRICE

3.1 The Allottee/s hereby agree(s) to purchase and acquire from the Promoter, and the Promoter hereby agrees to sell to the Allottee, the said Premises with carpet area as per RERA as more particularly described in the **Sixth Schedule** hereunder written at and for the said Consideration more particularly mentioned in the **Sixth Schedule** hereunder written. The floor plans of the said Premises are at **Annexure "7"** hereto wherein the said Premises are shown in red colour hatched lines. The Promoter shall also give to the Allottee/s right to use the car parking space(s) out of the Car Parking Spaces for Residential Wing B

more particularly described in the **Sixth Schedule** hereunder written ("**Car Parking Space/s**"). The said Car Parking Space/s means Mechanical/Robotic Parking System (which may be in the form of surface/big/small, tandem parking or tower parking, puzzle parking or stack parking or any other form of automated or mechanical or robotic parking) to be allotted in terms of this Agreement;

3.2 The said Premises shall be provided to the Allottee/s alongwith the amenities as more particularly mentioned in the Amenity List annexed as **Annexure "13"** hereto.

3.3 The Allottee/s has/have paid before execution of this Agreement, part payment of the said Consideration of the said Premises as more particularly described in the **Sixth Schedule** hereunder written and hereby agree(s) to pay to the Promoter the balance amount of the said Consideration in the manner and payment instalments more particularly mentioned in the **Seventh Schedule** hereunder written.

3.4 In addition to the said Consideration, the Allottee/s shall also bear and pay all the taxes, indirect taxes including taxes paid or payable by way of GST, Value Added Tax and all levies, duties and cesses or any other indirect taxes which may be levied with respect to the said Premises and/or this Agreement and/or the supply of construction service/sale of the said Premises by the Promoter to the Allottee/s. It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST, Value Added Tax 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 said Premises and/or on the supply of construction service/sale of the said Premises by the Promoter to the Allottee/s, 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.

3.5 On a written demand being made by the Promoter upon the Allottee/s with respect to a payment amount (whether the said Consideration or any other amount payable in terms of this Agreement), the Allottee/s shall pay such amount to the Promoter, within the period as mentioned in the written demand, without any delay, demur or default, subject to due/full compliance of the Promoter's corresponding obligation as stated in the **Seventh Schedule**. It is clarified that the instalments of the said Consideration listed under the schedule of payment stipulated in the

Seventh Schedule hereunder are not listed in a serialised order. The Promoter will raise demand for payment of instalments of the said Consideration as and when the corresponding milestone is achieved irrespective of whether any prior milestone has been achieved or not and the Allottee/s agree/s not to raise any objection to the same.

3.6 The said Consideration is in respect of the sale of the said Premises and not for the Car Parking Spaces.

3.7 The Allottee/s shall deduct tax at source ("**TDS**") from each installment of the said Consideration as required under the Income Tax Act, 1961. The Allottee/s shall duly cause the TDS Certificate to be issued in accordance with the Income Tax Act, 1961 at the earliest. In the event of any loss of tax credit to the Promoter due to the Allottee/s failure to furnish such TDS Certificates from time to time, then, such loss shall be recovered by the Promoter from the Allottee/s.

3.8 The Promoter shall be entitled to securitise the said 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 said 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 said Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated.

4. DISCLOSURES TO THE ALLOTTEE/S & RIGHTS AND ENTITLEMENTS OF THE PROMOTER

The Allottee/s agree(s), declare(s) and confirm(s) that:-

4.1 Title:

The Allottee/s has/have satisfied itself about the title of the Promoter to the Real Estate Project, the Whole Project, the said Land and the entitlement of the Promoter to develop the same. The Allottee/s shall not be entitled to further investigate the title of the Promoter and no requisition or objection shall be raised on any matter relating thereto.

4.2 Approvals:

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4.2.1 The Allottee/s has/have satisfied itself with respect to the approvals and permissions issued in respect of the development of the Real Estate Project, the Whole Project and the said Land.

4.2.2 The Allottee/s has/have satisfied itself with respect to the drawings, plans and specifications in respect of the Real Estate Project, the Whole Project,the layout thereof, the layout of the said Land, IOD, CC, OC, building plans, floor plans, designs and specifications, common areas, facilities and amenities (including as mentioned in the **Fourth Schedule** and **Fifth Schedule** hereunder written), and the entitlement of the Promoter to provide and designate the Limited Areas and Facilities.

4.2.3 The Promoter estimates that the full and maximal development potential of the Real Estate Project, the Whole Project and the said Land as mentioned herein may permit utilisation of the Full Development Potential on the said Land. The aforesaid development potential may increase during the course of development of the Real Estate Project, the Whole Project and the said Land and the Promoter shall be entitled to all such increments and accretions as mentioned in this Agreement.

4.3 Rights and Entitlements of the Promoter & Nature of Development of the said Land:

The Allottee/s agree(s), accept(s) and confirm(s) that the Promoter is entitled to the rights and entitlements in this Agreement in accordance with what is stated herein including at the Recitals hereinabove:-

4.3.1 The said Land and the Whole Project are being developed in a phase-wise manner by constructing and developing *inter-alia* the Real Estate Project in the manner more particularly detailed in this Agreement including at the Recitals hereinabove. The Promoter shall be entitled to develop the Whole Project and the said Land as the Promoter deems fit in accordance with the approvals and permissions as may be issued from time to time and this Agreement and the Allottee/s has/have agreed to purchase the said Premises based on the unfettered rights of the Promoter in this regard.

4.3.2 The Promoter shall be exclusively entitled to utilise, exploit and consume the entire inherent development potential of the Whole Project and the said Land (including by way of FSI and Transfer of Development Rights ("**TDR**") nomenclated in any manner including additional/ incentive/ special/ premium/ fungible/ compensatory FSI), as well as any further/future development potential capable of being utilised in the Whole Projector on the said Land or any part thereof (including FSI/TDR nomenclated in any manner and purchased TDR), whether balance or

increased, at present or in future, and as may arise due to any reason including change in applicable law or policy. Such development potential shall vest with the Promoter and has been reserved by the Promoter unto itself, and may be utilised by the Promoter as the Promoter deems fit. The Promoter shall always be the owner and will have all the rights, title, interest in respect of the unsold premises, unalloted/unassigned car parking spaces, common areas facilities and amenities open spaces, lobbies, staircases, terrace, swimming pool, gymnasium, or any similar facility/ies and all other areas, etc. The Allottee/s has/have agreed to purchase the said Premises based on the unfettered rights of the Promoter in this regard.

4.3.3 As mentioned and as disclosed in this Agreement and at the Recitals herein above, the layout for the said Land and other plans and approvals shall be amended, modified, revised, varied, changed from time to time to utilize the Full Development Potential of the Real Estate Project. The Allottee/s agree(s), accept(s) and confirm(s) that the fundamental entitlement of the Promoter to utilise, exploit and consume the Full Development Potential of the Real Estate Project (both inherent and further/future) as stated herein including in the Recitals above, would require the Promoter to amend, modify, vary, alter, change, substitute and rescind the plans (including layout plans, building plans, floor plans) and undertake such modified/altered/new construction and development in accordance therewith. Consequently and after negotiations and discussions between the Allottee/s and the Promoter, the Allottee/s agree(s), accept(s) and confirm(s) that in the course of development of the Real Estate Project as disclosed herein including at the Recitals above and until completion of the development thereof in the manner stated in this Agreement, the Promoter shall be entitled to do the following as it may in its sole discretiondeem fit, subject however to the said Premises not being adversely affected -

4.3.3.1 Develop the Real Estate Project, the Whole Project and the said Land and construct the building(s) thereon, including Commercial Wing A;

4.3.3.2 Apply for and obtain approvals and permissions in phases, including amendments to existing approvals and permissions and part occupation certificates;

4.3.3.3 Amend, modify, vary, alter, change, substitute, rescind, re-design and re-locate the existing layout plans, building plans, floor plans (including increase/decrease of floor levels), design, elevation for the purpose of exploiting and consuming the full and maximal development potential of the Real Estate

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Project, the Whole Project and the said Land (both inherent and further/future) at present and in future;

4.3.3.4 To apply for and obtain amended/substituted/revised/ modified layout plans, building plans and floor plans sanctioning construction of the Real Estate Project and the Whole Project upto such floors as may be permissible whilst exploiting the full and maximal development potential of the Real Estate Project and the Whole Project and the said Land as stated in this Agreement;

4.3.3.5 Make amendments, modifications, variations, alterations, changes, deletions and revisions with respect to the development of the Real Estate Project and the Whole Project (excluding the said Premises as mentioned in this Agreement);

4.3.3.6 To construct, develop and raise buildings, structures, towers and wings on the said Land and in the Whole Project, with and without common podium levels and other common levels;

4.3.3.7 To construct, develop and raise additional levels, floors and storeys in buildings, structures, towers and wings on the Real Estate Project and the Whole Project and the said Land and the Allottee/s shall not have any claim(s) against the Promoter in this regard;

4.3.3.8 To construct lesser number of upper floors (from what is disclosed in the Proposed Layout at **Annexure "4"** hereto) in respect of the Real Estate Project, the Whole Project, Commercial Wing A or any part thereof, and the Allottee/s shall not have any claim(s) against the Promoter in this regard;

4.3.3.9 Construct site offices/sales lounge on the Real Estate Project, the Whole Project and the said Land (or part thereof) and to access the same at any time;

4.3.3.10 To (by itself or through its workmen, staff, employees, representatives and agents) enter into and upon the Real Estate Project, the Whole Project and the said Land and any construction thereon, including to view and examine the condition and state thereof, and in respect of the said Premises, only as mentioned in this Agreement;

4.3.3.11 To use the common areas, facilities and amenities, internal access roads and all facilities, amenities and services in the layout of the Real Estate Project, the Whole Project and the said Land (excluding the said Premises once completed);

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4.3.3.12 To market, sell, transfer, mortgage, alienate and dispose of or grant rights with respect to the units/premises/spaces/areas in/on the Real Estate Project, the Whole Project and the said Land and all its right title and interest therein;

4.3.3.13 To allot and grant car parking spaces in/on the the Basement Level, 2nd and 3rd (Podium) Floors/Levels or other areas of/on the Real Estate Project, the Whole Project to allottee/s of units/premises in/on the Real Estate Project, the Whole Project and the said Land;

4.3.3.14 To grant or offer upon or in respect of the Real Estate Project, the Whole Project and the said Land or any part thereof, to any third party including allottees therein, all such rights, benefits, privileges, easements including right of way, right to draw water, right to draw from or connect to all drains, sewers, installations and/or services in the Real Estate Project, the Whole Project and the said Land.

4.3.3.15 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, sewerage treatment plant and other common amenities and conveniences in the layout of the Whole Project and the said 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 alongwith other allottee/s of flats/units/premises in the Real Estate Project and the Whole Project shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the allottee/s of flats/units/premises in the Real Estate Project and the Whole Project 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 agree(s) 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 in the Real Estate Project or the Whole Project shall object to the Promoter laying through or under or

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over the land described in the **First Schedule** and/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 said Land or in the Whole Project excluding the said Premises.

4.3.3.16 The Promoter is entitled to designate any common areas, facilities and amenities in the Real Estate Project and the Whole Project, which may be usable on a non-exclusive basis by the allottees of the Real Estate Project and the Whole Project and such other person(s) as the Promoter may deem fit.

4.3.3.17 The Promoter shall be entitled to construct in, over or around or above the terrace of the Real Estate Project, the Whole Project or any part thereof, any additional area or facility as may be permitted within the rules of the MCGM and/or any other authority and shall be solely entitled to operate and manage the same. It is clarified that such additional area or facility as mentioned hereinabove may be exclusive and shall not be available to the Alottee/s.

4.3.4 The Allottee/s is/are aware that the Real Estate Project and the Whole Project as presently sanctioned by the MCGM consumes/utilizes only part of the currently available FSI/development potential of the said Land and the Promoter proposes to utilize the balance FSI/development potential of the said Land and the Whole Project in phases for construction of vertical extensions to the Real Estate Project and the Whole Project and/or additional buildings/wings as aforesaid on the said Land without affecting in any manner the rights of possession occupation and usage of the Allottee/s with respect to the said Premises and or any part thereof and/or the Allottee's use, possession, occupation and enjoyment for the purpose of residing therein. Based on disclosures and the information made available to the Allottee/s by the Promoter, the Allottee/s grant(s) its irrevocable consent and no objection for the development to be undertaken by the Promoter on the said Land in terms of the disclosures/ information contained herein and as disclosed by the Promoter, without any claim, demand, objection and impediment of whatsoever nature.

4.3.5 The Promoter does hereby agree undertake and covenant that the further development/utilization of FSI and/or any development on the said Land and in the Whole Project including any vertical and/or horizontal additions and alterations and/or to raise additional floor or floors or structures in the

Real Estate Project or any other building or buildings to be constructed on the said Land and in the Whole Project as mentioned hereinabove shall be subject to what is stated in this Agreement and in any manner shall not affect, obstruct, hinder, hamper the Allottee/s' full complete and absolute use occupation and possession of the said Premises.

4.3.6 The overall development of the said Land and in the Whole Project being dynamic in nature, may warrant changing or shifting the place/location on which amenities are provided, including the Real Estate Project Amenities, the Whole Project Amenities, the Exclusive Amenities for Office Floors in Commercial Wing A, Commercial Wing A Amenities. The Promoter shall complete the construction of common areas and facilities as well as the amenities over a period of time and in a phase wise manner. The Allottee/s agree(s) and accept(s) that the Real Estate Project Amenities and Whole Project Amenities may not be provided simultaneously/contemporaneously with offering of possession of the said Premises and will be provided only subsequently.

4.3.7 The Promoter may appoint a single and/or multiple third party/agency for the purpose of operating and maintaining the Real Estate Project and/or the Whole Project and/or the said Land or any part thereof including any common areas facilities and amenities and limited common areas on such terms and conditions as it mayin its sole discretion deem fit.

4.3.8 Subsequent to the conferment of title as stated at Clause 10 and completion of development of the Real Estate Project and the said Land, the Promoter will retain air rights (including the air rights above the Real Estate Project and the Whole Project) for branding and designation of the Promoter with respect to the development of the Real Estate Project and the Whole Project and the said Land. The conferment of title as stated at Clause 10 below, shall be subject to the Promoter or any other associates as approved by the Promoter having an irrevocable license in perpetuity with respect to air rights and branding rights upon the Real Estate Project and the Whole Project and the right to designate and brand the development of the Real Estate Project and the Whole Project as a 'Wadhwa' project.

4.3.9 Until conferment of title as stated at Clause 10 below, the Promoter shall always be entitled to put a hoarding on any part of the Real Estate Project, the Whole Project, the said Land including on the terrace and/or on the parapet wall and/or on the said Land, as the case may be, and the said hoardings may be illuminated or comprising of neon sign and for that purpose, the Promoter is fully authorised to allow temporary or permanent construction or erection for installation on the exterior of the Real Estate Project, the Whole Project, the said Land as the case may be. Until such

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conferment of title as stated at Clause 10 below, the Promoter shall be entitled to use and allow third parties to use any part of the Real Estate Project, the Whole Project and/or the said Land respectively for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment and all other equipments etc. and the Promoter shall be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof which shall belong to the Promoter.

4.3.10 The Promoter shall be entitled to designate any spaces/areas on the Real Estate Project, the Whole Project and the said Landor any part thereof (including on the terrace and basement, lower ground, podium levels of the Real Estate Project and the Whole Project) for third party service providers, for facilitating provision and maintenance of utility services (including power, water, drainage and radio and electronic communication) to be availed by the occupants of the units/premises to be constructed thereon. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method as the Promoter may in its sole discretion deem fit. Further, the infrastrucutre (including cables, pipes, wires, meters, antennae, base sub-stations, towers) in respect of the utility services may be laid/provided in the manner the Promoter may require, and may be utilised in common by occupants of units/premises in the Real Estate Project, the Whole Project, on the said Land, as the case may be. The Promoter and its workmen/agents/contractors/employees and any third party contracts shall be entitled to access and service such infrastructure and utilities over the said Land and/or in the Whole Project.

4.3.11 The Promoter shall be entitled to control advertising, marketing, signage, hoarding and all other forms of signage whatsoever within the Real Estate Projectand the Whole Project till the time of the conferment of title as stated at Clause 10 below. Such advertising and signage may comprise of hoardings, print media, electric signs, and may be constructed in a permanent or temporary manner and may be maintained, serviced, repaired and replaced and the Promoter and its nominees shall have access to such hoardings, print media and electric signage for this purpose.

4.3.12 The name of the Residential Wing B shall always be "**Dukes Horizon**", and shall not be changed without the prior permission of the Promoter.

4.3.13 In the event any offices/flats/premises/spaces/areas in the Real Estate Project or the Whole Project are unsold/unallotted/unassigned on the conferment of title as stated at Clause 10 below, the Promoter shall

continue to be entitled to such unsold areas and to undertake marketing etc. in respect of such unsold areas as stated hereinabove. The Promoter shall be required to pay a sum of Rs.1000/- (Rupees One Thousand only) per month in respect of each unsold premises towards the outgoings, maintenance and other charges by whatever name called and shall not be liable or required to bear and/or pay any other amount by way of contribution, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Commercial Wing A Organisation, Residential Wing B Organisation or any other person, for the sale/allotment or transfer of the unsold areas in the Real Estate Project or the Whole Projector elsewhere, save and except the municipal taxes at actuals (levied on the unsold premises) and further the Promoter shall not be required to take any NOC from the Commercial Wing A Organisation, Residential Wing B Organisation or any other person, for the sale/allotment or transfer of the unsold areas in the Real Estate Project or the Whole Projector elsewhere.

4.3.14 The Allottee/s agree(s) and acknowledge(s) that subject to the provisions hereunder setout, the Promoter has informed the Allottee/s that for the completion of the entire Real Estate Project and of the Whole Project and the development of the said Land and/or any amalgamated 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 structures on the said Land and in the Whole Project, the Allottee/s not only as an allottee of the said Premises, but also as a member or Managing Committee member of Residential Wing B Organisation shall not at anytime, raise any objection, obstruction on any ground whatsoever, notwithstanding that there shall or may be any perceived or actual nuisance, annoyance and inconvenience that could arise during the construction and/or any other allied work including completion work of the structures on the said Land or in the Whole Project. The Allottee/s and/or the Residential Wing B Organisation 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 in the Whole Project in any manner whatsoever. The Allottee/s hereby undertake(s) to co-operate with and render all assistance to the Promoter in respect of the development of the said Land and the Whole Project. Further, the Promoter shall be entitled to develop and continue to develop the remaining phases with the right to utilize and/or avail of power and water supply from connections, lines or storage tanks. Further, the Promoter shall be entitled to enter upon or use any access of the said Land to ingress or egress and shall be entitled to have all right to pass/repass from any part/ areas of the said Land with trucks, machines, cranes, drillers, JCB/earthmovers, etc. and all other vehicles required for carrying out and completing balance development and construction on

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the said Land. Upon the said Premises being handed over to the Allottee, the Promoter shall be entitled to continue to carry on all construction activities for all or any other part of the said Land or in the Whole Project which are to be developed/constructed by the Promoter and which may cause inconvenience/disturbance to the Allottee/s. However, the Allottee/s has/have hereby unconditionally and irrevocably consented for the same and agree(s), undertake(s) and confirm(s) that subject to the provisions hereunder setout the Allottee/s shall not raise any objection for any of the construction activity/ies or any ingress /egress upon the said Land or any part thereof by the Promoter alongwith any vehicles, etc. and the Allottee/s shall not raise any objection or make any claim, demand, damages, etc. from the Promoter and/or obstruct the Promoter or any of its construction activities of the building/s on the said Land or in any part of the Whole Project or any part thereof in any manner and for any reason whatsoever and based on this clear understanding the Allottee/s has/have agreed to acquire the said Premises.

4.3.15 As the development of the said Land and the Whole Project will be undertaken in phases/stages over a course of time, the common areas and amenities to be provided as stated herein are provisional including the extent and location thereof and the common areas and facilities will also be developed in stages/phases over a period of time. The Promoter is entitled to and is irrevocably authorized to alter/ modify the layout of the said Land and the Whole Project, including alter/ relocate or re-shape any of the common areas facilities and amenities shown in the presently approved layout. It is expressly agreed and the Allottee/s is/are aware that as a result of changes in the layout plans and/or building plans of the Real Estate Project and the Whole Project including by reason of utilisation of the entire increased, additional, future and extra FSI (either purchased from the third parties and/or the authorities by payment of premium or price and/or the change of law and policy and/or the purchase of TDR and/or floating FSI which may be acquired by the Promoter) and/or amalgamation of the development of the said Land with any land or other scheme (under any of the provisions of the applicable law), the share proportion of the said Premises in/to the common areas and facilities as the case may be may increase or decrease. The Allottee/s consent(s) to such changes and authorises the Promoter to increase or decrease or change any of the common areas or facilities and/or amenities and/or to increase or decrease the share of the said Premises in such common areas and facilities. Until such time as the entire proposed development of said Land and the Whole Project is completed and the possession of all the units, premises, offices, flats, spaces and areas are delivered to all allottees and users in the Whole Project and on the said Land, and the Commercial Wing A Organisation and the Residential Wing B Organisation are respectively formed, the Promoter

will be entitled at their discretion, to control the management of the said Land and the Whole Project and to realize the outgoings and maintenance charges in respect of the said Land and the Whole Project. The maintenance shall be paid by the Allottee/s including all other allottees in the Real Estate Project and the Whole Project and in the layout on a pro-rata basis. It is clarified that insofar as the allottee of the Retail Premises is concerned, they shall not be required to contribute towards any maintenance charges that are exclusively for Residential Wing B, Office Floors of Commercial Wing A, Exclusive Amenities for Office Floors of Commercial Wing A and/or the Residential Wing B Amenities.

4.3.16 The Promoter has disclosed to the Allottee/s that the ground retail floor and first retail floor in Commercial Wing A collectively admeasuring 3,626.44 square metres carpet area as per RERA and admeasuring 3,779.73 square metres built-up area has been allotted to Avenue Supermarts Limited, an existing company under the Companies Act, 2013 having its registered office at Anjaneya Opp Hiranandani Foundation School Powai Mumbai 400076 vide registered Agreement for Sale dated 31st December, 2020 together with the following (which are all hereinafter collectively referred to as "**the Retail Premises**"),-

4.3.16.1 The exclusive perpetual and irrevocable right (as a limited/restricted area and facility) to 78 (seventy-eight) single car parking spaces comprising of 58 single puzzle car parks, 4 single stack car parks and 16 single surface car parks for light motor vehicles (LMV) in the Basement Level underneath Commercial Wing A, which are shown shaded in light peach colour wash and identified as "*exclusive parking in basement for Retail Premises*" on the plan annexed hereto as **Annexure "8"**. These Car Parking Spaces are usable by the allottee of the Retail Premises only and not by the Allottee/s or any other allottees in Residential Wing B or Commercial Wing A;

4.3.16.2 The exclusive perpetual and irrevocable right (as a limited/restricted area and facility) to (a) 1 (one) service lift for transportation between Basement Level, Ground Floor of Retail Premises and First Floor of Retail Premises (and which does not service or go to any other floor), (b) 5 (five) passenger lifts for transportation between Ground Floor of Retail Premises and First Floor of Retail Premises (and which does not service or go to any other floor), (c) 2 (two) passenger lifts for transportation between Basement Level, Ground Floor of Retail Premises and First Floor of Retail Premises (and which do not service or go to any other floor). These lifts are usable by the allottee of Retail Premises only

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and not by the Allottee/s or any other allottees in Commercial Wing A or Residential Wing B;

4.3.16.3 The exclusive perpetual and irrevocable right (as a limited restricted area and facility) to the usage of the areas collectively admeasuring 102.36 square metres carpet area as per RERA, in the Service Area below Basement Level and shown bounded by a red colour line on the plan at **Annexure "9"** hereto. This area shown bounded by a red colour line is usable by the allottee of Retail Premises only and not by the Allottee/s or any other allottees in Commercial Wing A or Residential Wing B;

4.3.16.4 The exclusive perpetual and irrevocable right (as a limited/restricted area and facility) to the usage of the areas collectively admeasuring 63.75 square metres carpet area as per RERA, in 2nd (podium) floor of Commercial Wing A and shown bounded by red colour line on the plan at Annexure 10 to the Agreement for Sale executed in favour of the allottee of the Retail Premises. The allottee of Retail Premises is permitted to access the aforesiad area from the ground floor and first floor of the Retail Premises through common staircase that leads up to the 2nd (Podium) Floor of Commercial Wing A, which common staircase is shown bounded by green colour line and hatched within by green colour lines on the plan at Annexure 9 to the Agreement for Sale executed in favour of the allottee of the Retail Premises. The aforesaid exclusive area is usable by the allottee of Retail Premises only and not by the Allottee/s or any other allottees in Commercial Wing A or Residential Wing B;

4.3.16.5 The exclusive perpetual and irrevocable right (as a limited/restricted area and facility) to the usage of an area admeasuring 10 square metres carpet area as per RERA, on the terrace of Commercial Wing A. This area is usable by the allottee of Retail Premises only and not by the Allottee/s or any other allottees in Commercial Wing A or Residential Wing B;

4.3.16.6 The exclusive perpetual and irrevocable right (as a limited/restricted area and facility) to put up and affix glow signs, signboards, LEDs and other standard marketing material on the front façade (glass and windows) of the Retail Premises, at the locations agreed with the Promoter;

4.3.16.7 The exclusive perpetual and irrevocable right (as a limited/restricted area and facility) to the usage of the area

collectively admeasuring 564.17 square meters on the ground level immediately outside the Retail Premises and adjacent and appurtenant thereto and outside the Commercial Wing A and within the compound of the said Land which is shown hatched in brown colour lines and identified as "*exclusive area for the Retail Premises*" on the Proposed Layout at **Annexure "4"** hereto. This area is usable by the allottee of Retail Premises only and not by the Allottee/s or any other allottees in Commercial Wing A or Residential Wing B. No private/public/commercial vehicles going to and from Residential Wing B are permitted to use this area.

4.3.17 The Promoter has disclosed to the Allottee/s that the allottee of Retail Premises shall be entitled to the uninterrupted, unfettered, unobstructed and exclusive use and enjoyment of the Retail Premises. The Promoter has disclosed to the Allottee/s that areas mentioned at Clauses 4.3.16.1 to 4.3.16.7 have been granted for the Retail Premises and for the exclusive, perpetual and irrevocable use and enjoyment of the allottee of Retail Premises and no other allottees/users on the said Land shall be entitled to the same. The Allottee/s is/are informed that the areas of the Retail Premises mentioned at Clauses 4.3.16.1 to 4.3.16.7 are the restricted/limited areas and facilities earmarked for the exclusive perpetual and irrevocable use of the allottee of Retail Premises only and the same will not be used by the Allottee/s or any other allottees of the Commercial Wing A or Residential Wing B. The Allottee/s agrees to not use the areas of the Retail Premises mentioned at Clauses 4.3.16.1 to 4.3.16.7 above or the Commercial Wing A Amenities nor shall the Allottee/s has/have any claim(s) of any nature whatsoever with respect to the areas of the Retail Premises mentioned at Clauses 4.3.16.1 to 4.3.16.7 above or the Commercial Wing A Amenities and/or the usage thereof.

4.3.18 The Allottee/s agree(s) that the development of the said Land and the Whole Project shall be said to be completed only when all of the following is achieved:-

4.3.18.1 On the receipt of Occupation Certificate in respect of the last of the building or last wing of the last building to be constructed on the said Land and in the Whole Project;

4.3.18.2 All the conditions in the last approved Layout or amended Layout envisaging development of the said Land and the Whole Projectare complied with by the Promoter;

4.3.18.3 In the event of amalgamation of any other property with the said Land, the development of the entire property shall be

considered to be completed only on completion of the further construction of additional floors on the Real Estate Project and the Whole Project or construction of additional buildings in the said Land by consuming FSI available due to such amalgamation as may be permissible under Development Control Regulations from time to time and/or any other law for the time being in force of the entire amalgamated land and the date of completion shall be considered, to be the date on which the Occupation Certificate is received in respect of last of the building to be constructed on the said Land and in the Whole Project; and

4.3.18.4 The administration and maintenance in respect of each of the building/wing shall be independently carried out by the organisation formed for such building/wing, whereas such organisation shall administer and maintain their respective car parking space(s), common areas and amenities and common facilities provided in the said Land and in the Whole Project.

5. PAYMENTS

5.1 With respect to any payments to be made by the Allottee/s to the Promoter in accordance with this Agreement, the Allottee/s agree(s), declare(s) and confirm(s) that:-

5.1.1 On a written demand being made by the Promoter upon the Allottee/s with respect to a payment amount, the Allottee/s shall pay such amount to the Promoter, within the period as mentioned in the written demand, without any delay, demur or default. It is clarified that the instalments of the said Consideration listed under schedule of payment stipulated in the **Seventh Schedule** hereunder are not listed in a serialised order and the Promoter will raise demand for payment of instalments of the said Consideration as and when the corresponding milestonein the **Seventh Schedule** is achieved irrespective of whether any prior milestone has been achieved or not and the Allottee/s agree(s) not to raise any objection to the same.

5.1.2 The Allottee/s shall make all payments as mentioned in this Agreement to the Promoter together with relevant taxes through an account payee cheque/demand draft/pay order/wire transfer/RTGS/NEFT drawn in favour of/to the account of the Promoter, which account is detailed in the **Sixth Schedule** hereunder written.

5.1.3 In case the Allottee/s enter(s) into any loan/financing arrangement with any bank/financial institution as envisaged at Clause 5.2 (*Loan & Mortgage*) below, 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 herein. If such bank/financial institution defaults in disbursing/paying the sanctioned amounts or part thereof and/or reduces the eligibilty of the loan as sanctioned or part thereof as payable to the Promoter in the manner detailed in the **Seventh Schedule** hereunder written, then the Allottee/s agree(s) and undertake(s) to pay such amounts to the Promoter in the manner detailed in the **Seventh Schedule** hereunder written, otherwise, the same shall be construed as a default on the part of the Allottee/s and the Promoter shall be entitled to exercise its rights as stated in this Agreement.

5.1.4 Simultaneous with completion of the corresponding milestone in the **Seventh Schedule** hereunder written, the Promoter shall call the Allottee/s to bear and pay the corresponding instalment of the said Consideration as mentioned in the **Seventh Schedule** hereunder written. It is the express agreement and understanding of the parties hereto that if the Allottee/s delay(s) or default(s) to pay and does not pay the instalment of the said Consideration as required under the **Seventh Schedule** hereunder written for any reason whatsoever, then and without prejudice to the Promoter's rights, remedies and entitlements under this Agreement and applicable law, the Promoter shall be entitled to repudiate, terminate and rescind from this Agreement in accordance with what is stated below below and the consequences stipulated therein shall ensue.

5.1.5 The timely payment of all the amounts payable by the Allottee/s under this Agreement (including the said Consideration), is the essence of the contract. An intimation forwarded by the Promoter to the Allottee/s that a particular milestone of construction has been achieved, shall be sufficient proof thereof. The Promoter demonstrating despatch and receipt of such intimation to the address of the Allottee/s as stated at Clause 13 (*Notice*), shall be conclusive proof of service of such intimation by the Promoter upon the Allottee/s, and refusal of receipt thereof by the Allottee/s shall not be a plea or an excuse for non-payment of any amount or amounts.

5.1.6 In the event of delay and/or default on the part of the Allottee/s in making payment of any GST, Service Tax, VAT, TDS or any other tax, levies, cess etc. then without prejudice to any other rights or remedies available to the Promoter under this Agreement or under applicable law, the Promoter shall be entitled to adjust against any subsequent amounts received from the Allottee/s, the said unpaid tax, levy, cess

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etc. along with interest, penalty etc. payable thereon, from the due date till the date of adjustment.

5.1.7 The Promoter shall have a first statutory charge on the said Premises with respect to any unpaid amounts due and payable by the Allottee/s to the Promoter under this Agreement.

5.1.8 If the Allottee/s fail(s) 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 prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("**the Interest Rate**") in terms of this Agreement, 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 in terms of this Agreement.

5.1.9 Without prejudice to the right of the Promoter to charge interest at the Interest Rate in terms of this Agreement, and any other rights and remedies available to the Promoter, either (a) on the Allottee/s committing delay or default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including its proportionate share of taxes levied by concerned local authority and other outgoings) for any reason whatsoever and/or (b) the Allottee/s committing 3 (three) defaults of payment of instalments of the said Consideration, the Promoter shall be entitled to at his own option and discretion, terminate this Agreement, without any reference or recourse to the Allottee/s. Provided that, the Promoter shall give notice of 30 (thirty) days in writing to the Allottee/s ("**Default Notice**"), by Courier and 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 fail(s) to rectify the breach or breaches of non-payment of the said Consideration or other amounts as mentioned by the Promoter in the Default Notice within the 30 day period of the Default Notice, by making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the 30 day period of the Default Notice, the Promoter shall be entitled to terminate, rescind and revoke this Agreement by issuance of a final written notice to the Allottee/s ("**Promoter Termination Notice**"), by Courier and Registered Post A.D. at the address provided by the Allottee/s. On the receipt of the Promoter Termination Notice by the Allottee/s, this Agreement shall stand terminated, rescinded and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this Clause and without prejudice to the other rights, remedies and

contentions of the Promoter, the Promoter shall be entitled to (a) forfeit 10% of the entire said Consideration as and by way of agreed genuine pre-estimate of liquidated damages and not by way of penalty; (b) GST, VAT, brokerage and all other taxes paid or payable on this Agreement as well as on the cancellation Agreement; (c) any other amount and/or interest payable by the Allottee/s to the Promoter in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid; (d) the actual loss incurred by the Promoter on the resale and/or disposal of the said Premises to a third party purchaser, (e) PRE-EMI interest to the financial institution (if any) paid by the Promoter on behalf of the Allottee/s and (f) any costs and charges/taxes required to be paid by the Promoter on the deed of cancellation referred below and refund the balance sale price after adjusting the aforesaid amounts therefrom subject to the execution and registration of the deed of cancellation in respect of the said Premises. Further, the refund shall be made only after the resale of the said Premises to any third party Purchaser and not otherwise, after deduction as aforesaid. The Promoter shall not be liable to refund any indirect taxes, stamp duty and registration charges. 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.

5.1.10 It is clarified that upon issuance of the Promoter Termination Notice as stated above, without prejudice to the other rights and remedies of the Promoter in law and under this Agreement, the rights (if any) of the Allottee/s under this Agreement and/or in respect of the said Premises shall stand automatically and immediately extinguished and terminated without any further act, deed, matter or thing or execution of any document. Upon issuance of the Promoter Termination Notice as stated above, the Promoter shall be entitled to deal with and dispose of the said Premises howsoever it deems fit and proper without any reference to the Allottee/s. The Allottee/s has/have understood the same and agreed that he shall raise no objection or claim to the same in any manner whatsoever.

5.1.11 The details of the respective Permanent Account Numbers of the Promoter and the Allottee/s is/are as more particularly mentioned in the **Sixth Schedule** hereunder written.

5.2 Loan & Mortgage:

5.2.1 For payment of installments of the said Consideration and all other amounts due and payable in terms of this Agreement to the Promoter, the Allottee/s shall be entitled to avail loan from a bank/financial institution and to mortgage the said Premises by way of security for repayment of

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the said loan to such bank/financial institution, with the prior written consent of the Promoter.

5.2.2 All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Premises, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said Premises, shall be solely and exclusively borne and incurred by the Allottee/s. The Promoter shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.

5.2.3 The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner, and shall be subject to and shall ratify the right and entitlement of the Promoter to receive the balance said Consideration and balance other amounts payable by the Allottee/s under this Agreement.

6. OTHER CAR PARKING SPACE/S

The Promoter has allocated/shall be allocating other car parking spaces to other allottees of premises in the Real Estate Project and the Whole Project in the Basement Level, common Service Area below Basement Level, 2nd and 3rd (Podium) Levels and in other areas in/on the Real Estate Project, the Whole Project and the said Land, and the Allottee/s shall not raise any objection in that regard.

7. ALLOTTEE/S' RIGHTS AND ENTITLEMENTS

7.1 Possession of the said Premises:

7.1.1 The Promoter has completed the construction of the said Premises and has obtained the Occupation Certificate from the MCGM for the said Premises on 19th April, 2023 and 6th September, 2023. The Promoter shall handover the possession of the said Premises within **15** days from the date of receipt of entire Consideration of the said Premises and other charges as setout in this Agreement, subject to force majeure as follows:-

7.1.2 Any force majeure events; or

(a) Any notice, order, rule, notification of the Government and/or other public or competent authority/court not arising due to any default omission or commission on the part of the Promoter or on its behalf; or

(b) Any stay order/injunction order issued by any Court of Law,

competent authority, MCGM, statutory authority not arising due to any default omission or commission on the part of the Promoter or on its behalf; or

(c) War and hostilities of war, riots, bandh or civil commotion; or

(d) The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Government Authority that prevents or restricts Promoter from complying with any or all the terms and conditions as agreed under this Agreement; or any legislation, order or rule or regulation made or issued by the Government or any other authority which would affect the development; or

(e) If any matters, issue relating to such approvals, permissions, notices, notifications by the Competent Authority(ies) become subject matter of any suit/ writ before a competent court; or

(f) If any Competent Authority(ies) refuses, delays (including administrative delays), withholds, denies the grant of necessary approvals for the Residential Wing B; or

(g) Epidemic, pandemic or any other diseases or infections or contagions due to which there is obstruction or difficulty in mobilisation of resources/labour and/or obstruction in supply and/or transportation of raw materials and/or other goods and services required by the Promoter;

The Promoter shall not be held responsible or liable for not performing or delay in performing any of its obligations or undertakings provided for in this Agreement if such performance is prevented, delayed or hindered due to force majeure events or on account of defaults by the Allottee/s.

7.1.3 The Real Estate Project Amenities usable by the Allottee/s in common with the other users/allottees in Residential Wing B are listed in the **Fifth Schedule** hereunder written. The Exclusive Amenities for Office Floors in Commercial Wing A (that are not usable by the Allottee/s) are listed in the **Eighth Schedule** hereunder written. The Commercial Wing A Amenities (that are not usable by the Allottee/s) are listed in the **Third Schedule** hereunder written. The Whole Project Amenities that may be usable by the Allottee/s in common with all other allottees/users in the Whole Project are listed in the **Fourth Schedule** hereunder written.

7.1.4 The Promoter shall give notice offering possession of the said Premises on a date specified therein to the Allottee/s in writing ("**Possession Notice**"). The Allottee/s agree(s) to pay the maintenance charges as herein set out. It is clarified that the Promoter shall be liable to hand-over possession to the Allottee/s only on receipt of the entire amount of the Consideration and all other amounts due and payable in terms of this Agreement. In the event the Allottee/s fails to pay balance

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Consideration amount and all other amounts due and payable by the Allottee/s as per the terms and conditions of this Agreement, the Promoter shall have the option to cancel this Agreement and avail the remedies as stipulated in this Agreement more particulalry setout in Clause 5.1.9 above. The Promoter may, without prejudice to its rights under this Agreement and at their sole discretion, decide to condone the delay by the Allottee(s) in taking over the said Premises in the manner as stated in this Clause on the condition that the Allottee(s) shall pay to the Promoter compensations at the rate of Rs.50/- (Rupees Fifty only) per sq.ft. of the Carpet Area of the said Premises per month for the period of such delay. It is made clear and the Allottee(s) agrees that the compensation as stipulated in this clause shall be distinct charge which are not related to, but are in addition to the maintenance charges or interest on delayed payment of maintenance or any other charges as provided in this Agreement. Further the Allottee(s) agrees that in the event of his/her/it failure to take possession of the said Premises within the time stipulated by the Promoter in its notice and Promoter has condoned the delay and the Allottee(s) takes the possession at later date, then he/she shall be deemed to have been fully satisfied in all respects concerning construction, specifications and all other work relating to the said Premises/ Building.

7.1.5 The Allottee/s shall take possession of the said Premises within 15 (fifteen) working days of the date mentioned in the Possession Notice.

7.1.6 Post receipt of the Possession Notice, the Allottee/s may undertake any fit out activities in the said Premises at his/her/its/their sole cost, expense and risk, after obtaining all the requisite approvals and permissions from the competent authorities and in accordance with the Fit-Out Guidelines (which shall be prepared by the Promoter which will be provided to the Allottee/s at the time of handing over possession of the said Premises) and after depositing such amount as may be specified by the Promoter as an interest-free deposit to secure compliance with the Fit Out Guidelines and, which will be refunded without interest upon completion of the fit outs in accordance with the Fit-Out Guidelines.

7.1.7 Upon receiving the Possession Notice from the Promoter as per Clause 7.1.5 above, the Allottee/s shall take possession of the said Premises from the Promoter and the Promoter shall give possession of the said Premises to the Allottee/s. Irrespective of whether the Allottee/s take(s) or fail(s) to take possession of the said Premises within the time provided in Clause 7.1.6 above, such Allottee/s shall continue to be liable to pay maintenance charges and all other charges with respect to the said Premises, as applicable and as herein setout.

7.1.8 From the date Possession Notice , the Allottee/s shall be liable to bear and pay its proportionate share i.e. in proportion to the carpet area of the said Premises, in the maintenance and outgoings with respect to the Real Estate Project Amenities usable by the Allottee/s in common with the other users/allottees in the Real Estate Project which are listed in the **Fifth Schedule** hereunder written and the Whole Project Amenities that may be usable by the Allottee/s in common with all other allottees/users in the Whole Project which are listed in the **Fourth Schedule** hereunder written. The Allottee/s shall bear and pay the entire property taxes and any other government dues and levies on the said Premises. Until the formation of the Residential Wing B Organisation, the Allottee/s shall pay to the Promoter such share of outgoings, maintenance and charges as setout herein. It is further clarified and agreed that the Allottee/s shall be liable to bear and pay such monthly contribution/maintenence charges from the date(s) of the Allottee/s taking possession of the said Premises. The Allottee/s shall pay the same upon the due date being the tenth day of each month.

7.1.9 Of and from the date of Possession Notice, the Allottee/s shall be bound and liable to bear and pay the proportionate municipal property/assessment taxes and any other government dues and leviesas regards the said Premises.

7.1.10 In addition to the Consideration payable, the Allottee/s further agree(s) and undertake(s) to pay the amounts as mentioned hereunder:-

7.1.10.1 The Allottee/s shall before taking possession of the said Premises make payment to the Promoter of the following amounts ("**Other Charges**") by way of cheque/ demand draft/ RTGS/ NEFT:-

Sr. No.	Description	
(i)	Rs.25,000/-	Corpus Fund
(ii)	Rs.1,00,534/-	Ad-hoc Maintenance Charges towards proportionate share of taxes (excluding Property Tax), other charges and outgoings
(iii)	Rs.50,000/-	Charges towards Water, Electricity, Drainage, Sewerage Connection etc.

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(iv)	Rs.25,000/-	Legal Charges
(v)	Rs.750/-	Share money, application, entrance fee of the Society
(vi)	Rs.20,000/-	Society Formation Charges
(vii)	Rs.55,840/-	Development charges and Land Under Construction (LUC) and infrastructure charges
(viii)	Rs. 29,704/-	MGL Charges

7.1.10.2 The aforesaid amount in sub-clauses Nos. (i) and (ii), after deduction therefrom of arrears of taxes, maintenance charges and expenses incurred till then will be transferred by the Promoter to the Residential Wing B Organization when formed and the Promoter shall not be liable to maintain and/or render individual accounts to the Allottee/s and shall give a consolidated account of all the sums as aforesaid to the Society when formed. The Promoter shall not be liable to contribute anything towards such expenses. It is further clarified that the heads of Other Charges mentioned hereinabove are only indicative and not exhaustive and the Allottee/s agree(s) to pay to the Promoter, such other charges/amounts or such increase in the abovementioned other charges/ amounts as the Promoter may indicate without any delay or demur.

7.1.11 If within a period of 5 (five) years from the date of receipt of the Occupation Certificate of the Real Estate Project, the Allottee/s bring(s) to the notice of the Promoter any structural defect in the said Premises or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect (at actuals) in the manner as provided under the RERA. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee/s and/or any other allottees in the Real Estate Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottee/s and/or any other allottee/person in the Real Estate Project and/or the said Land.

7.1.12 The Allottee/s shall use the said Premises or any part thereof or permit the same to be used only for purposes as it may legally be entitled to

do. The Allottee/s shall use the Car Parking Spaces only for purpose of parking its own light motor vehicles and shall not park and shall not allow parking of any vehicles at any other location on the said Land.

7.1.13 The Promoter have observed, performed and complied with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the MCGM at the time of sanctioning the plans;

7.1.14 Time is of the essence for the Promoter as well as the Allottee/s. The Promoter has completed the said Premises and has obtained the Occupation Certificate. Similarly, the Allottee/s shall make timely payments of all instalments of the said Consideration and other dues payable by him/her/them/it and meeting, complying with and fulfilling all its other obligations under this Agreement.

7.2 Common Areas Facilities & Amenities:

7.2.1 Save and except the Real Estate Project Amenities, the Whole Project Amenities and any other areas as may be designated as exclusive areas by the Promoter for the Real Estate Project, the Allottee/s shall not have any right, title, interest, etc. in respect of the Commercial Wing A, Commercial Wing A Amenities, Retail Premises and/or Exclusive Amenities for Office Floors in Commercial Wing A and the Allottee/s is/are aware that it shall only be permitted to use the Real Estate Project Amenities (in common with other allottees and users in Residential Wing B) and the Whole Project Amenities (in common with other allottees and users in the Whole Project), and the Promoter and its contractors, workmen, agents, employees, personnel and consultants. The Allottee/s is/are also aware that the Promoter has/shall designated/ designate certain common area, facilities and amenities as the Exclusive Amenities for Office Floors in Commercial Wing A and/or Commercial Wing A Amenities and/or Limited Areas and Facilities which shall be exclusively made available to and usable by such person(s) as the Promoter may in its sole discretion deem fit, and, shall not be available to the Allottee/s.

7.2.2 The Whole Project Amenities and any other areas as may be designated by the Promoter including common open areas, common landscapes and driveways etc. in/on the Real Estate Project/said Land/Whole Project, shall be an integral part of the layout of the development of the Whole Project and the said Land and neither the Allottee/s nor any person or entity on the Allottee/s' behalf shall, at any time claim any exclusive rights with respect to the same.

7.2.3 The Allottee/s undertake(s) to not raise any objection to or interfere with the use of the aforesaid areas by the aforesaid persons, notwithstanding

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that there may be any perceived or actual risks, nuisance, annoyance or inconvenience that could arise by virtue of such common use, access and entry.

7.2.4 The rights and entitlements of the Allottee/s under this Agreement are restricted to the right and entitlement to receive the said Premises, subject to the terms and conditions of this Agreement.

7.2.5 The Allottee/s shall at no time demand partition of the said Premises and/or the Real Estate Project and/or Commercial Wing A and/or the said Land and/or the Whole Project.

7.2.6 The Allottee/s is/are aware that the said Land shall be developed by the Promoter in phasewise manner and hence all or any of the Real Estate Project Amenities and/or the Whole Project Amenities may not be ready and operational at the time of handing over the possession of the said Premises to the Allottee. The Promoter may in their sole discretion complete and provide the Real Estate Project Amenities and/or the Whole Project Amenities or any of them only after the completion of the entire Real Estate Project and obtainment of the occupation certificate thereof, to which the Allottee/s accord(s) his/her/their irrevocable consent and shall not raise any objection and/or make any complaint in respect of the construction work to be continued on the said Land including on the Real Estate Project and in the Whole Project.

7.3 Transfer of the said Premises:

The Allottee/s shall not let, sub-let, let on leave & license, transfer, assign or part with the Allottee/s' interest or benefit factor of this Agreement or part with the possession of the said Premises and Car Parking Space/s until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid-up and further only if the Allottee/s is/are not guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has/have obtained the prior written permission of the Promoter or the Residential Wing B Organisation as the case may be. The transferee/ nominee of the Allottee/s shall be liable to adhere to the terms and conditions of this Agreement.

8. COVENANTS OF THE ALLOTTEE/S

The Allottee/s by itself with intention to bind all persons into whose hands the said Premises and other premises may hereinafter come, hereby covenants with the Promoter as follows, for the purpose of *inter-alia* ensuring the soundness and safety of the Real Estate Project, the Whole Project and the said Land, for maintaining the value of the Real Estate Project, the Whole Project and the said

Land, and for ensuring that any easement in respect of any of the aforesaid remains unaffected:

8.1 Not to do or suffer to be done anything in or to the Real Estate Project, the Whole Project, the said Premises, staircase, common areas or any passages which may be against the rules, regulations or bye-laws of the concerned authorities or change/alter or make addition in or to the Real Estate Project, the Whole Project or to the said Premises itself or any part thereof and to maintain the said Premises (including sewers, drains, pipes) and appurtenances thereto at the Allottees' own cost in good repair and condition from the date on which the Allottee/s is/are permitted to use the said Premises and in particular so as to support, shelter and protect other parts of the Real Estate Project and the Whole Project.

8.2 Not to raise any objection to the Promoter completing the construction of the Real Estate Project or the Whole Project (including additional floors on the said Land) in accordance with applicable law and this Agreement, without any interference or objection, whether prior to or subsequent to the Allottee/s taking possession of the said Premises.

8.3 Not to store anything in the refuge floor nor store any goods in the said Premises which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the Real Estate Project or the Whole Projector storing of which goods is objected to by the concerned authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other part of the Real Estate Project or the Whole Project.

8.4 Not to change the user of the said Premises and to comply with stipulations and conditions laid down by the Promoter/its designated Project Manager or the Residential Wing B Organisation with respect to the use and occupation of the said Premises.

8.5 Not to demolish or cause to be demolished the said Premises or any part thereof and in particular so as to support, shelter and protect other parts of the Real Estate Project and the Whole Project.

8.6 To ensure in particular support, shelter and protection of other parts of the Real Estate Project and the Whole Project and not to make or cause to make any addition or alteration of whatsoever nature in the said Premises except as permitted under law and after obtainment of permission from MCGM and other competent authorities.

8.7 Not to make any structural alteration.

8.8 To keep the sewers, drains, pipes in the said Premises and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the Real Estate Project and the Whole Project.

8.9 Not to cover or construct any thing on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas.

8.10 Not to make any alteration in the elevation and outside colour scheme of paint and glass of the Real Estate Project and the Whole Project and not cover/enclose the planters and service slabs or any of the projections from the said Premises, within the said Premises, nor chisel or in (excluding the Premises) any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Premises, nor do/cause to be done any hammering for whatsoever use on the external/dead walls of the Real Estate Project and the Whole Projector do any act to affect the FSI/development potential of the said Land or the Whole Project.

8.11 In the event of the Allottee/s carrying out any renovation/repair within the said Premises then in such event the Promoter shall not be responsible for rectification of any defects noticed within the said Premises or of any damage caused to the said Premises or the Real Estate Projector the Whole Project on account of such renovation/repair and the Promoter's obligation to rectify any defect(s) as per defect liability setout in this Agreement shall immediately cease and the Allottee/s shall have no claim(s) of whatsoever nature against the Promoter in this regard.

8.12 To maintain the aesthetics of the Real Estate Project and the Whole Project and to ensure the quiet and peaceful enjoyment by all the allottees/occupants therein and for the common benefit of all, and to preserve and maintain the safety, security and value of the said Premises, the Real Estate Project, the Whole Project and the said Land, the Allottee/s agree(s) and covenant(s) as follows:

8.12.1 Not to affix any fixtures or grills on the exterior of the Real Estate Project or the Whole Project for the purposes of drying clothes or for any other purpose and not to have any laundry drying outside the said Premises. The Allottee/s may fix grills on the inside of the windows. The standard design for the same shall be obtained by the Allottee/s from the Promoter and the Allottee/s undertake(s) not to fix any grill having a design other than the standard design approved by the Promoter.

8.12.2 Not to install a window air-conditioner within or outside the said Premises.

8.12.3 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises into the compound or the refuge floor or any portion of the said Land and the Real Estate Project and the Whole Project.

8.12.4 Not to at any time cause or permit any public or private nuisance in or upon the said Premises, the Real Estate Project, the Whole Project or the said Land or any part thereof or do anything which shall cause an annoyance, inconvenience, suffering, hardship or disturbance to the occupants or to the Promoter.

8.12.5 Till the entire development of the said Land including additional lands to its full development potential has been completed in all respects, the Allottee/s and/or the Residential Wing B Organisation shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided and the Allottee/s shall have no right or interest in the enjoyment and control of the Promoter in this regard and the Allottee/s shall not hinder or obstruct the Promoter in this regard or in the exercise by the Promoter of its aforesaid rights.

8.12.6 Not to display/permit to be displayed at any place in/upon the Real Estate Project and/or the Whole Project and/or the said Land or any part thereof including on any construction thereon, any bills, posters, hoardings, advertisement, name boards, signboards including neon and illuminated, placards, posters, notice, advertisement, name plate, sign, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever without the prior written permission from the Promoter and/or the Residential Wing B Organiation. The Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls of the Real Estate Project or the Whole Projector common areas therein or in any other place or on the window, doors and corridors of the Real Estate Project and the Whole Project.

8.13 To make suitable arrangement for removal of debris arising out of any interior decoration, renovation, furniture making or any other allied work in the said Premises. The Allottee/s' labourers/contractors shall be responsible for the removal of debris such as marble pieces or any such wastage material etc. from the said Premises on a daily basis. The Allottee/s' labourers/contractors shall at their own cost remove such wastage materials/debris. Such wastage materials shall not be accumulated or placed in the common passages, corridors and basement or in any area within the Real Estate Project, the Whole Project, the said Land.

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8.14 Not to object or cause any impediment to the right and authority of the Promoter and its workmen, staff, employees, representatives and agents and all other users/allottees of premises on the said Land and in the Whole Projectto the access, ingress and egress into and upon the said Land including the Real Estate Projectand the Whole Project or any part thereof without any restriction or interference whatsoever including for the purpose of maintenance repair and upkeep of the electricity, communication and utility lines, cables and meters etc or any other reason, notwithstanding that there shall or may be any perceived or actual risks, nuisance, annoyance or inconvenience that could arise by virtue of such common access and entry.

8.15 Not to, in any manner, enclose any flower beds/planters/ledges/pocket terrace/s/deck areas and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the said Premises and shall keep the same unenclosed at all time.

8.16 Not park at any other place and shall park all cars in the Car Parking Spaces only.

8.17 Not to object to the permission granted/to be granted by the Promoter to other allottees or users for the use of their respective appurtenant spaces and the car parking spaces.

8.18 Shall accept, follow abide by the Fit-Out Guidelines framed by the Promoter from time to time for maintenance and management of the said Land, the Real Estate Project, the Whole Project and/or the security thereof or of the aesthetics and ambience of the Real Estate Project and the Whole Project.

8.19 Not to, make any structural/internal masonry/dummy flooring/plumbing changes in any manner whatsoever.

8.20 Shall on completion of the fit-outs of the said Premises, submit to the Promoter without delay a completion letter stating therein that the fit-outs of the said Premises have been carried out in accordance with the approved plans.

8.21 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land, the Real Estate Project, the Whole Project or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.

8.22 The Allottee/s agree(s) and covenant(s) that the Exclusive Amenities for Office Floors in Commercial Wing A, Commercial Wing A Amenities, any Limited Areas and Facilities, Car Parking Spaces for Office Floors in Commercial Wing A,

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Retail Car Parking Spaces, Exclusive Areas in Service Area below Basement Level for Office Floors of Commercial Wing A and any other areas/spaces as may be designated as exclusive areas/spaces by the Promoter, shall not be available to the Allottee/s.

8.23 The Allottee/s agree(s), confirm(s) and covenant(s) that the issuance of the Occupation Certificate with respect to the Real Estate Project and the Whole Project by the competent authority(ies) shall mean and shall be construed that the Promoter has carried out the development and construction of the Real Estate Project and the Whole Project in conformity with the sanctioned plans, approvals and permissions issued by the competent authority(ies) and the Allottee/s shall not raise any dispute(s), claim(s) and/or demand(s) with respect to the development and construction of the Real Estate Project and the Whole Project.

8.24 The Allottee/s agree(s) and confirm(s) that the Promoter shall at all times have the right to propose joint open space for fire tender movement between the Commercial Wing A and Residential Wing B and/or the said Land and the Allottee/s hereby consent(s) to the same.

8.25 Not to demand that a compound wall be constructed around the Real Estate Project or Commercial Wing A or the Whole Project

8.26 Considering that there shall be multiple car parking spaces for the Real Estate Project and the Whole Project in the Basement Level and the 2nd and 3rd (Podium) Levels, the Promoter shall in due course formulate rules and regulations for operating and maintaining the aforesiad areas. The Allottee/s shall be bound to adhere to such rules and regulations and shall fully cooperate with the Promoter and all other occupants while exercising its permission to use the Car Parking Space/s. The Commercial Wing A Organisation and the Residential Wing B Organisation shall duly adopt such rules and regulations as formulated by the Promoter in this regard and ensure that the same are duly enforced in the interests of each of the allottees.

8.27 As per one of the conditions of the IOD bearing No. CHE/ES/3565/M/E/337 (NEW) and the amendment thereof from time to time, the Promoter hereby intimates the Allottee/s that the following documents in respect of development of the Residential Wing B shall be complied, preserved and are required to be handed over to the end user/ Residential Wing B Organization upon receipt of Occupation Certificate:-

(a) Ownership documents of the Phase-I Land;

(b) Copies of IOD, CC with subsequent amendments, OCC, BCC and corresponding canvass mounted plans;

(c) Copies of soil investigation reports;

(d) RCC details and canvas mounted structural drawings;

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(e) Structural Stability Certificate from Licensed Structural Engineer;

(f) Structural Audit Reports;

(g) All details of repairs carried out in the Residential Wing B;

(h) Supervision certificate issued by the Licensed Site Supervisor;

(i) Building Completion Certificate issued by Licensed Surveyor/Architect;

(j) NOC and completion certificate issued by the CFO;

(k) Fire safety audit carried out as per the requirement of CFO.

and thereafter the end user/said Residential Wing B Organiation shall be solely responsible to preserve and maintain the aforesaid documents/plans and further shall also preserve and maintain the subsequent periodical structural audit reports and repair history of the said Real Estate Project similarly to check and to carry out fire safety audit time to time as per requirement of CFO through the authorized agency of MCGM.

8.28 Further, as per the conditions of the said IOD, the Promoter hereby intimates the Allottee/s as follows:-

(a) The Promoter has availed the installment payment facility for the various payments to be made to MCGM / Government and further has undertaken that he will abide by the provisions in the Circular u/n. CHE/DP/14770/GEN dated 17/09/2019 about initiating action by MCGM against the default in payment on schedule date.

(b) The Promoter shall provide rainwater harvesting water and STP water for toilet & flushing purpose in flats / commercial units.

9. EVENTS OF DEFAULT

If the Allottee/s commit(s) breach of any terms, conditions, covenants, undertakings and/or representations and/or warranties as given by it in this Agreement, then the Promoter shall call upon the Allottee/s by way of a written notice ("**Rectification Notice**") to rectify the same within a period of 30 (Thirty) days from the date thereof ("**Cure Period**"). If the Allottee/s fail(s) to rectify such Event of Default within the Cure Period, then the Promoter shall be entitled to exercise all its rights and remeidies available in law and under this Agreement.

10. FORMATION OF THE COMMERCIAL WING A ORGANISATION AND THE RESIDENTIAL WING B ORGANISATION

10.1 The Promoter shall in its discretion be entitled to either form a Condominium/Apartment Owners Association under the provisions of Maharashtra Apartment Ownership Act 1970, or, a Co-operative Housing Society under the Maharashtra Co-operative Societies Act, 1960 comprising the Allottee/s along with the purchasers of other units in Residential Wing B (hereinafter referred to as the "**Residential Wing B Organisation**") in

accordance with the provisions of RERA. Only the Allottee/s and other allottees of flats, apartments, premises, units in Residential Wing B shall become members of the Residential Wing B Organisation.

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10.2 The Promoter shall form the Residential Wing B Organisation within a period of 3 (three) months from the date of the receipt of the occupation certificate for Residential Wing B by MCGM and the sale of all the units therein, subject to the provisions of RERA.

10.3 The Promoter shall form a similar organisation i.e. either condominium/apartment owners association under MAO Act, 1970 or, co-operative housing society under Maharashtra Co-operative Societies Act, 1960 (as the case may be) for the Commercial Wing A within a period of 3 months from the date of the receipt of the occupation certificate by MCGM and the sale of all the units therein ("**Commercial Wing A Organisation**"). Only the allottees in Commercial Wing A shall become members of the Commercial Wing A Organisation.

10.4 The Allottee/s shall abide by the rules, regulations and byelaws of the Residential Wing B Organisation. The Allottee/s shall be liable to pay the entrance fees and the share subscription towards the formation/registration of the Residential Wing B Organisation.

10.5 The Allottee/s or its nominees shall become the member(s) of the Residential Wing B Organization and shall abide by the rules, regulations and byelaws thereof.

10.6 In case the Residential Wing B Organisation is constituted as an apartment ownership association under Maharashtra Apartment Ownership Act 1970, then as per the provisions of RERA, the Promoter will execute and cause to be registered a Declaration under Section 2 of the Maharashtra Apartment Ownership Act 1970 for submitting the Residential Wing B to the provisions of MAO Act, 1970 after the receipt of the occupation certificate for Residential Wing B and the sale of all the units therein ("**Residential Wing B Declaration**"). Similarly, in such a case, the Commercial Wing A Organisation shall also be constituted as an apartment ownership association under Maharashtra Apartment Ownership Act 1970, and as per the provisions of RERA, the Promoter will execute and cause to be registered a Declaration under Section 2 of the Maharashtra Apartment Ownership Act 1970 for submitting the Commercial Wing A to the provisions of MAO Act, 1970 after the receipt of the occupation certificate for Commercial Wing A and the sale of all the units therein ("**Commercial Wing A Declaration**"). On the completion of the development of the said Land and of the Whole Project as envisaged herein and as may be envisaged by the Promoter in its entirety, the Promoter shall make composite amendment to the Commercial Wing A Declaration and

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Residential Wing B Declaration and *inter-alia* submit the said Land (but excluding the Amenity Plot), the common Basement Level underneath Commercial Wing A and Residential Wing B, common Service Area underneath Commercial Wing A and Residential Wing B that is below the common Basement Level, to the scheme of the MAO Act, 1970 with identification of exclusive areas of ownership and usage as mentioned above ("**Composite Supplemental Declaration**"). The stamp duty, registration charges and all other cost expenses and charges on the Commercial Wing A Declaration shall be borne and paid by Commercial Wing A Organisation. The stamp duty, registration charges and all other cost expenses and charges on the Residential Wing B Declaration shall be borne and paid by Residential Wing B Organisation. The stamp duty, registration charges and all other cost expenses and charges on the Composite Supplemental Declaration shall be borne and paid proportionately by Commercial Wing A Organisation and Residential Wing B Organisation.

10.7 In pursuance of the Composite Supplemental Declaration above the Promoter will execute and cause to be registered the Deed of Apartment in favour of the Allottee/s with respect to the ownership of the said Premises and proportionate undivided right, title and interest in the said Land (but not the Amenity Plot). Such Deed of Apartment will be executed for consideration paid hereunder. Any stamp duty and registration charges and other cost expenses and charges payable on such Deed of Apartment will be borne and paid by the Allottee/s alone.

10.8 In the alternative to the above and if the Promoter forms the Commercial Wing A Organisation and Residential Wing B Organisation as co-operative societies respectively under the Maharashtra Co-operative Societies Act, 1960 as aforesaid, the Promoter will within 3 (three) months from the date of receipt of the Occupation Certificate for both Commercial Wing A and Residential Wing B and the sale of all the units in Commercial Wing A and Residential Wing B, execute a Deed of Conveyance in respect of (a) the Commercial Wing A in favour of the Commercial Wing A Organisation, (b) Residential Wing B in favour of the Residential Wing B Organisation, and, (c) the proportionate undivided right, title and interest in the said Land (but excluding the area of the Amenity Plot), the common Basement Level underneath Commercial Wing A and Residential Wing B, common Service Area underneath Commercial Wing A and Residential Wing B that is below the common Basement Level, in favour of the Commercial Wing A Organisation and Residential Wing B Organisation respectively in the same proportion that the carpet area as per RERA of Commercial Wing A bears to the carpet area as per RERA of Residential Wing B. The stamp duty, registration charges and all other cost expenses and charges on the conveyance to be executed as stated herein shall be borne and paid by the allottees of the Commercial Wing A Organisation and Residential Wing B Organisation in a proportionate manner.

10.9 The Promoter have represented to the Allottee/s that allottee of the Retail Premises shall have sole and exclusive rights to the Retail Premises and the allottee of the Retail Premises will not be liable or responsible to bear or pay the common area maintenance and/or other outgoings save and except as agreed under the Agreement for Sale executed and registered for Retail Premises and the same shall be expressly contained/included in the Deed of Conveyance, Declaration, Deed of Apartment and the Bye-Laws of the Residential Wing B Organization (as the case may be).

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10.10 The stamp duty, registration charges and all other cost, expenses and charges on the conveyances to be executed in favour of the Residential Wing B Organisation shall be borne and paid by the Allottee/s and other allottees in the Real Estate Project only and the Promoter shall not be required to bear or pay the same.

10.11 For the above purpose, the Allottee/s shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Residential Wing B Organisation and for becoming a member thereof and shall fill in, sign and return to the Promoter within 7 (seven) days of the same being made available to the Allottee/s, so as to enable the Promoter to register the Residential Wing B Organisation.

10.12 The cost, charges, expenses, levies, fees, taxes, duties, with respect to the formation of the Residential Wing B Organisation including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Residential Wing B Organisation and their respective members.

10.13 The name of the Residential Wing B Organsiation shall be solely decided by the Promoter.

10.14 Upon formation of the Residential Wing B Organsiation, the Residential Wing B Organsiation shall be responsible at its own costs, charges and expenses for the operation and management and/or supervision of Residential Wing B including the Real Estate Project Amenities and the Promoter shall not be responsible for the same and the Allottee/s shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

10.15 The Promoter shall be entitled to construct or retain site offices/ sales lounge in the Real Estate Project and/or Whole Project and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the transfer of the Real Estate Project to the Common Organization and shall

continue to have and use such site offices/ sales lounge etc., until the Whole Project is developed and entire development as mentioned in the Agreement is completed.

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11. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee/s 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,-

11.1 The Promoter has clear and marketable title and has the requisite rights to carry out development upon the said Land and also has actual, physical and legal possession of the said Land for the implementation of the Real Estate Project and the Whole Project;

11.2 The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;

11.3 There are no encumbrances upon the Real Estate Project except those disclosed to the Allottee;

11.4 The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected.

12. INDEMNITY

The Allottee/s shall indemnify and keep indemnified, saved, defended and harmless the Promoter against any or all demands, notices, claims, actions, proceedings, losses, damages, expenses, costs or other liabilities incurred or suffered by the Promoter from or due to any breach by the Allottee/s of any of its covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Allottee/s in complying/performing its obligations under this Agreement.

13. NOTICE

13.1 All notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Courier or Registered Post A.D or notified Email

ID/Under Certificate of Posting at their respective addresses as specified in the **Sixth Schedule** hereunder written.

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13.2 It shall be the duty of the Allottee/s and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

14. COSTS & EXPENSES

The Allottee/s shall bear and pay all the amounts, taxes, charges, levies, duties, stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all documents for sale and/or transfer of the said Premises and on this Agreement and on the transaction contemplated herein.

15. ENTIRE AGREEMENT

15.1 This Agreement constitutes the entire agreement between the parties hereto and supercedes other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Promoter, any agent, employee or representative of the Promoter or any other person. This Agreement shall form the only binding agreement between the parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous agreements concerning the said Premises between the Parties hereto.

15.2 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the Real Estate Project or the said Landor the Whole Project or any part thereof.

16. WAIVER

No forbearance, indulgence or relaxation or inaction by the Promoter at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by it of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

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17. SEVERABILITY

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

18. METHOD OF CALCULATION OF PROPORTIONATE SHARE:

Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other allottees in the Real Estate Project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the other premises/units/areas/spaces in the Real Estate Project. Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other allottees in the Whole Project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the other premises/units/areas/spaces in the Whole Project.

19. FURTHER ASSURANCES:

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

20. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s, in Mumbai City, after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai, Maharashtra, India.

21. REGISTRATION UNDER REGISTRATION ACT, 1908

The Allottee/s and/or 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.

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22. DISPUTE RESOLUTION

Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of the RERA and the Rules and Regulations, thereunder.

23. 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 the laws of India as applicable in Mumbai City, and the Courts of Law in Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

24. RIGHT TO AMEND

Any amendment to this Agreement may only bevalid by a written agreement between the Parties.

25. PROVISIONS OF THIS AGREEMENT APPLICABLE TO THE ALLOTTEE/S / SUBSEQUENT ALLOTTEE/S

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 allottees of the said Premises in case of transfer of the said Premises, as the said obligations go along with the said Premises for all intents and purposes.

IN WITNESS WHEREOF the parties have set and subscribed their respective hand and seal to these presents the day and year first hereinabove stated.

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THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the said Land)

All those pieces and parcels of land collectively admeasuring 9,532.03 square meters as per title deeds and 9,330.13 square metres as per Property Register Cards bearing Survey No.58(part) and corresponding C.T.S. No.653/5(part) admeasuring 8,316.40 square meters as per title deeds and P.R. Cards; Survey No.59(part) and corresponding C.T.S. No.660(part) admeasuring 307.80 square meters as per title deeds and 105.90 square meters as per P.R. Card; Survey No.60(part) and corresponding C.T.S. No.659A(part) admeasuring 907.83 square meters as per title deeds and P.R. Card, all lying being and situate at Village Borla in Taluka Chembur in the District of Mumbai Suburban and in the Konkan Division of the State of Maharashtra and bounded as follows:

On or towards the North	:	By 30 feet road
On or towards the South	:	By land of Reliance Energy Limited
On or towards the East	:	By Land bearing Survey No. 58 (p) CTS 653 and Survey No. 60 (p) (CTS No. 65
On or towards the West	:	By 100 feet road known as Wadala Borla

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the Real Estate Project/Residential Wing B)

Sr. No.	Details	Tower A
1	Basement Level	Up to 1 level
2	Service Area below Basement Level	Up to 1 level/area
3	Podiums	Up to 2 levels
4	Upper Floors in Residential Wing B	Up to 20 floors
6	Stilts	Up to 1nos.

Real Estate Project FSI details:

Sr. No.	Details	Approximate Area in Square Meters
1	Total FSI sanctioned for the Real Estate Project	8632.31

2	Total FSI proposed to be sanctioned for the Real Estate Project	10143.94

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THE THIRD SCHEDULE ABOVE REFERRED TO

(Description of the Commercial Wing A Amenities)

Sr. No.	Commecial Wing A Amenities
1.	Entry/exit point marked as "AA" and "BB" on the Proposed Layout at **Annexure "4"**
2.	Pedestrian entry/exit point marked as "DD" on the Proposed Layout at **Annexure "4"**
3.	Entry/exit pointsfor service vehicles marked as "CC" and "EE" on the Proposed Layout at **Annexure "4"**
4.	Common internal driveway/road to the left of Commercial Wing A (that leads down to the Basement Level and Lower Basement Level, and, up to the 2nd and 3rd Podium Floor Levels), shown in hatched orange colour lines on the Proposed Layout at **Annexure "4"**
5.	Terrace/s on top of Commercial Wing A
6.	3 (three) common staircases, being, (a) 1 (one) staircase running from the Basement Level to the terrace of Commercial Wing A, (b) 1 (one) staircase running from the Basement Level to the top of 2nd(Podium) Floor in Commercial Wing A, and, (c) 1 (one) staircase running from the Ground Floor to the 2nd (Podium) Floor in Commercial Wing A

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Description of the Whole Project Amenities)

Sr. No.	Whole Project Amenities
1.	Common access ways, driveways, pathways and ramps on the Basement Level, Service Area below Basement Level, Ground Floor, First Floor and 2nd (Podium) Floor that are common and usable by all allottees in the Whole Project, and that are not shown as identified for any exclusive usage in any of the plans to this Agreement.

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THE FIFTH SCHEDULE ABOVE REFERRED TO

(Description of the Real Estate Project Amenities)

Sr. No.	Real Estate Project Amenities
1.	Common internal driveway/road to the right of Residential Wing B (that leads down to the Basement Level and Service Area below Basement Level, and, up to the 2nd and 3rd (Podium) Floor Levels), shown in hatched green colour lines on the Proposed Layout at **Annexure "4"**
2.	Entry/exit point marked as "FF" and "GG" on the Proposed Layout at **Annexure "4"**
3.	Car Parking Spaces for Residential Wing B, including as shown shaded in beige/dull yellow colour on the plan at **Annexure "8"** and as may be provided by the Promoter at any other locations in the Whole Project and/or on the said Land
4.	Drop off area in front of Residential Wing B, entrance lobby to Residential Wing B and upper floors of Residential Wing B
5.	Gymnasium on the 6th floor for Residential Wing B or any other floors in Residential Wing B
6.	Landscape on top of the 3rd(Podium) Floor
7.	3 (three) R.G. areas in the layout of the said Land, which are shown on both the Approved Layout and the Proposed Layout
8.	Any areas in the Service Area below Basement Level shown hatched in grey colour lines and not within the red colour line on the plan at **Annexure "9"** hereto, that may be decided by the Promoter as forming part of the Residential Wing B Amenities
9.	Terrace/s on top of Residential Wing B

THE SIXTH SCHEDULE ABOVE REFERRED TO

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Sr. No.	Terms and Expressions	Meaning
1.	said Premises	1606 Dukes Horizon 16th Floor
2.	Carpet area of the said Premises as per RERA	64.85 square meters carpet area as per RERA
3.	said Consideration	Rs. 2,59,30,000/- (Rupees Two Crore Fifty Nine Lakh Thirty Thousand Only)
4.	Car Parking Spaces as per definition mentioned in Clause 3.1 above	1 (One) car parking space bearing no. 139 Puzzle in Basement level -B1. Width-2300, Length-5000, Height-1750
5.	Limited Areas and Facilities (if any and if applicable and if agreed to be given to the Allottee/s)	NA
6.	Date of handover of the said Premises and commencement of maintenance including property taxes	30-May-2024
7.	Name and address of the Promoter's email ID	Name : WADHWA & ASSOCIATES PROJECT DEVELOPERS PRIVATE LIMITED Address : 301, Platina, C-59, Bandra-Kurla Complex, Bandra (East), Mumbai – 400098. Promoter's email address: wadhwacares@thewadhwagroup.com Promoter's phone number: 022-67308400
8.	Name and address of the Allottee email ID	Name: Mr. Nishikant Sahebrao Chore Ms. Sweta Suresh Parab Address: 1602, Runwal Serene, Lakme Road, Near Malhotra Chambers, Deonar, Mumbai, Maharashtra - 400088, India. Email address: nishikant711@gmail.com Phone number: 8886277226
9.	PAN	Promoter's PAN: AACCW8360J Allottee PAN: AJQPC2902E BISPP1341Q
10.	Details of Mortgage	Indenture of Mortgage dated 28th December, 2020 executed by and between Wadhwa & Associates Project Developers LLP , therein referred to as the Mortgagor and IDBI Trusteeship Services Limited, registered with the office of the Sub-Registrar of Assurances at Mumbai under Sr. No.KRL2-13011-2020 dated 29th December, 2020

THE SEVENTH SCHEDULE ABOVE REFERRED TO

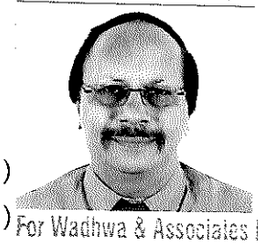
Sr. No.	Description	Amount (Rs.)
1.	Paid on or before execution of this Agreement for sale being earnest money/ deposit, receipt whereof the Promoters admits and acknowledges.	Rs. 41,07,312/-
2.	Payable on or before execution of the said Agreement for sale	Rs. 41,488/-
3.	ON OR BEFORE 25TH MAY'2024 (POST REGISTRATION)	Rs.2,17,81,200/-
	Total	**Rs. 2,59,30,000/-**

THE EIGHTH SCHEDULE ABOVE REFERRED TO

(Description of the Exclusive Amenities for Office Floors in Commercial Wing A)

Sr. No.	Exclusive Amenities for Office Floors in Commercial Wing A
1.	Commercial drop-off point on the First Floor
2.	Entrance lobby for Commercial Wing A and upper floors in Commercial Wing A
3.	Car Parking Spaces for Office Floors in Commercial Wing A, including as shown on the Ground Floor level in the Proposed Layout, as shown shaded in blue colour on the plan at **Annexure "8"** hereto (Basement Level Plan) and as may be provided on the 2nd (Podium) Floor as shown shaded in blue colour on the plan at **Annexure "10"** hereto and 3rd (Podium) Floor as shown shaded in blue colour on the plan at **Annexure "11"** hereto and as may be provided by the Promoter at any other locations in the Whole Project and/or on the said Land
4.	Amenity for Office Floors in Commercial Wing A
5.	Any areas in the Service Area below Basement Level shown hatched in grey colour lines and not within the red colour line on the plan at **Annexure "9"** hereto, that may be decided by the Promoter as forming part of the Exclusive Amenities for Office Floors in Commercial Wing A

***In case of any taxes and other charges/levies are directly billed/invoiced to the Allottee/s, the Allottee/s shall be liable to pay the same directly to the concerned authority/ies.*



SIGNED AND DELIVERED for and on behalf of the within named 'Promoter'

WADHWA & ASSOCIATES PROJECT DEVELOPERS PRIVATE LIMITED

through the hands of its authorized signatory duly authorised by its Board of Directors at their meeting held on

For Wadhwa & Associates Project Developers Pvt. Ltd.

Director

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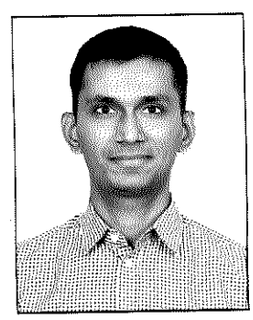
in the presence of

1.

2.

THE SEAL OF THE SUB REGISTRAR KURLA-5 MUMBAI SUBURBAN DIST. (BANDRA)

SIGNED AND DELIVERED for and on behalf of the within named 'Allottee/s'



Mr. Nishikant Sahebrao Chore

Mrs. Sweta Suresh Parab

the presence of

1) Dipak Sahe

2) Karan Gupta

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RECEIPT

RECEIVED from **Mr. Nishikant Sahebrao Chore And Ms. Sweta Suresh Parab the Allottee/s a sum of Rs. 41,07,312/- (Rupees Forty One Lakh Seven Thousand Three Hundred And Twelve Only)** being 16% (thirty per cent) of the said Consideration vide RTGS / Pay-Order / Demand Draft

We say received:

For **Wadhwa & Associates Project Developers Private Limited**

Director / Authorised Signatory

AMENITY PLOT

ROAD SETBACK

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TITLE : ANNEXURE 1 - PLAN OF THE LAND

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ANNEXURE-2

WADIA GHANDY & CO.
ADVOCATES, SOLICITORS & NOTARY
N. M. Wadia Buildings, 123, Mahatma Gandhi Road, Mumbai - 400 001, India.
Tel: +91 22 2267 0669, +91 22 2271 5600 | Fax: +91 22 2267 6784, +91 22 2267 0226
General e-mail: contact@wadiaghandy.com | Personal e-mail: firstname.lastname@wadiaghandy.com

NL/KBM/10068/ 3738/2020

To
WADHWA & ASSOCIATES PROJECT DEVELOPERS PRIVATE LIMITED
301, Platina, G-Block,
Bandra Kurla Complex,
Bandra (East), Mumbai 400051

Kind Attn: Mr. Navin Makhija

ADDENDUM TO REPORT ON TITLE

Re: **All those pieces and parcels of land collectively admeasuring 9,532.03 square meters as per title deeds and 9,330.13 square metres as per Property Register Cards bearing Survey No.58(part) and corresponding C.T.S. No.653/5(part) admeasuring 8,316.40 square meters as per title deeds and P.R. Cards; Survey No.59(part) and corresponding C.T.S. No.660(part) admeasuring 307.80 square meters as per title deeds and 105.90 square meters as per P.R. Card; Survey No.60(part) and corresponding C.T.S. No.659A(part) admeasuring 907.83 square meters as per title deeds and P.R. Card, all lying being and situate at Village Borla in Taluka Chembur in the District of Mumbai Suburban ("the said Land").**

A. INTRODUCTION

1. By our Title Report dated 21st December 2017 bearing reference no.NL/KBM/10068/1043/2017 ("**2017 Report**") issued to **Wadhwagroup Holdings Private Limited**, an existing company under the Companies Act, 2013 having its registered office at 3rd Floor, Platina, Plot No. C-59, G-Block, BKC, Bandra (East), Mumbai 400051, we had investigated and certified the title of **Pepsico India Holdings Private Limited**, an existing company under the Companies Act, 2013 having its registered office at Level 3-6, Pioneer Square, Sector-62, Near Golf Course Extension Road, Gurugram, Gurgaon, Haryana 122101, to the said Land. Capitalized terms used herein and not defined herein but defined in the 2017 Report have the same meaning ascribed in the 2017 Report. A copy of the said 2017 Report is annexed hereto and marked as **Annexure "A"**.

2. Subsequent to our 2017 Report, our client Wadhwa & Associates Project Developers Private Limited have become the owner of the said Land. Wadhwa & Associates Project Developers Private Limited is converted from a limited liability partnership to a private limited company known as Wadhwa & Associates Project Developers Private Limited with effect from 17th December, 2020 and the said Land continues to be vested in the

resultant company i.e. Wadhwa & Associates Project Developers Private Limited as the owner thereof. Wadhwa & Associates Project Developers Private Limited have requested us to update our 2017 Report and to certify their title to the said Land.

3. This Addendum is to be read together with our 2017 Report. The 2017 Report forms an integral part of this Addendum.

B. STEPS

For the purposes of issuing this Addendum, we have undertaken the following steps:

1. Examined copies of the title deeds listed in **Part A to Annexure "B"** hereto. We have relied on the letter dated 23rd November, 2018 issued by Piramal Capital and Housing Finance Limited stating that the originals of these documents are in its custody.

2. Examined the original title deeds with respect to the said Land on 18th November 2020 at the office of Wadhwa & Associates Project Developers Private Limited, a list whereof is set out in **Part B to Annexure "B"** hereto.

3. Examined photocopies of the deeds, documents and writings with respect to the said Land as listed in **Annexure "C"** hereto, apart from which, we have not been furnished with any other deeds, documents and/or writings.

4. Caused to undertake searches of the records of the Inspector General of Stamps and Registration of the State of Maharashtra at the website https://freesearchigrservice.maharashtra.gov.in for a period of 19 (nineteen) years commencing from the year 2002 till 2020. Our search clerk Mr. Ashish S. Javeri, has informed us that at present, the Offices of the Sub-Registrar of Assurances do not allow entry for physical searches and verifications of records, as a measure to prevent the spread of COVID-19. We have therefore been unable to cause our customary physical search and verification of records of the Offices of the Sub-Registrar of Assurances with respect to registered instruments executed in relation to the said Land and the said Property for a term of 60 years. We have however, relied upon (i) the Search Report dated 30th July 2016 issued by Mr. Ashish S. Javeri, Search Clerk, that was undertaken of the records of the Offices of the Sub-Registrar of Assurances seat Mumbai, Bandra and Kurla-1 to Kurla-6 for a period of 65 years commencing from the year 1953 to 2016 and (ii) the Search Report dated 16th November 2016 issued by Mr. Shriniwas A. Chipkar, Search Clerk, that was undertaken of the records of the Offices of the Sub-Registrar of Assurances at Mumbai and Bandra for a period of 65 years commencing from the year 1953 to 2017, 1991 to 2013 at Chembur and 2005 to 2017 at Nahur and Vikhroli, that have been relied upon in our 2017 Report, and, (iii) the Search Report dated 24th August, 2020 issued by Mr. Ashish S. Javeri, Search Clerk of online records.

5. Caused searches to be undertaken at the website of the Ministry of Corporate Affairs of the Government of India at *www.mca.gov.in* of the records of the Office of the Registrar of Companies on 3rd September 2020 and 24th December, 2020, in respect of the mortgages and charges created by Wadhwagroup Holdings Private Limited and

Wadhwa & Associates Project Developers Private Limited respectively in respect of the said Land.

6. In connection with this Addendum, it may be noted that,-

6.1 For the purpose of issuing this Addendum we have caused online searches to be conducted of the records of the Inspector General of Registration and Stamps of the State of Maharashtra from the year 2002 upto 24th August, 2020. Online searches are subject to the online databases being updated. We therefore disclaim any responsibility for consequences which may arise on account of such non-availability of records or on account of records being maintained improperly.

6.2 We have caused searches to be conducted at the website of the Ministry of Corporate Affairs of the Government of India at www.mca.gov.in to check if any mortgages and charges have been created by Wadhwa & Associates Project Developers Private Limited or Wadhwagroup Holdings Private Limited in respect of the Land. However, searches at www.mca.gov.in are subject to the availability of records on the website on the date of inspection. We therefore disclaim any responsibility for the consequences which may arise on account of such non-availability of records with the Ministry of Company Affairs on the date of inspection.

6.3 This report is prepared solely for the use of our client.

C. UPDATES TO TITLE

1. At the time of our 2017 Report, Pepsico India Holdings Private Limited was the owner and occupant of the said Land and by the Agreement to Sell dated 18th October, 2016 read with an Amendment Agreement dated 8th December, 2017, Pepsico India Holdings Private Limited had agreed to sell and convey the said Land to Wadhwagroup Holdings Private Limited or any of its nominees, for the consideration mentioned therein. The said Agreement for Sale and Addendum Agreement required obtainment of Labour NOC and ULC Permission prior to conveyance of the said Land.

2. By a Letter dated 15th June, 2017 bearing reference no.LC / NOC / PK.08 / 2017 / Karya-7 / 13622 ("**Labour NOC**") addressed by the Office of the Commissioner of Labour, Maharashtra State, Mumbai to the MCGM, it was certified that there are no pending statutory dues payable to any workmen, and, NOC/consent was thereby granted for the development / alienation / sale of the said Land, on the terms and conditions contained therein.

3. By a Letter dated 22nd December 2017 bearing reference no.C/ULC/D-III/S-20/KV-49/Pepsico/2017 ("**ULC Permission**") addressed by the Collector and Competent Authority (ULC), Mumbai to Pepsico India Holdings Private Limited, (a) the surplus vacant land comprised in the said Land as on that date was stated to be 1,259.90 square meters, which is evidently lesser than the 3,044.39 square metres of surplus

vacant land that was exempted under the ULC Exemption Order dated 21st March, 1978, (b) premium of Rs.7,10,58,360/- (Rupees Seven Crore Ten Lakh Fifty Eight Thousand Three Hundred and Sixty) was levied as per the Government Resolution dated 23rd November, 2007 issued by the Urban Development Department of the Government of Maharashtra ("**U.D.D.**") and this premium is recorded as having been paid in full, (c) post-facto approval was accorded for the transfer of the surplus vacant land from Duke and Sons to Pepsico India Holdings Private Limited, and, (d) in light of the receipt of 100% market value of the surplus vacant land of 1,259.90 square metres aggregating to Rs.7,10,58,360/- approval was accorded for the development of the said Land. The following may be noted,-

3.1 Approval for the transfer of the surplus vacant land from Duke and Sons to Pepsico India Holdings Private Limited had already been accorded under the Order dated 3rd April, 2003 referred at paragraph D(3) of our 2017 Report; and

3.2 The ULC Permission accords approval for development and does not specifically mention sale/conveyance. However the Government Resolution dated 23rd November, 2007 issued by the U.D.D. that is referred therein and on the basis of which the transfer premium of Rs.7,10,58,360/- has been paid (which transfer premium is 100% of the market value of the surplus vacant land of 1,259.90 square metres), permits transfer (and not merely development) of surplus vacant lands exempted under the ULC Act, 1976. Wadhwa & Associates Project Developers Private Limited have informed us that ULC Permission duly sanctions the sale and conveyance of the said Land and no claims of any nature whatsoever have been received from any statutory authorities in relation thereto.

4. By and under a Sale Deed dated 22nd December 2017 registered with the Office of the Sub-Registrar of Assurances under Serial No.KRL-1-13051 of 2017 executed between Pepsico India Holdings Private Limited, therein referred to as 'the Seller' of the One Part, and, Wadhwa & Associates Project Developers LLP, therein referred to as 'the Purchaser' of the Other Part, Pepsico India Holdings Private Limited sold, transferred and conveyed the said Land to Wadhwa & Associates Project Developers LLP for the consideration mentioned therein which is recorded as having been paid in full.

5. In the above manner, Wadhwa & Associates Project Developers LLP became the owner and occupant of the said Land.

6. Wadhwa & Associates Project Developers LLP filed applications with the Ministry of Corporate Affairs of the Govt. of India for conversion from a limited liability partnership into a private limited company known as Wadhwa & Associates Project Developers Private Limited. We have examined the Certificate of Incorporation dated 17th December, 2020 issued by the Deputy Registrar of Companies of the Ministry of Corporate Affairs of the Govt. of India certifying that Wadhwa & Associates Project Developers Private Limited was incorporated on 17th December, 2020. We have also examined, (a) e-Memorandum of Association of Wadhwa & Associates Project Developers Private Limited, (b) e-Articles of Association of Wadhwa & Associates

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Project Developers Private Limited, (c) consent letters issued by all the partners of Wadhwa & Associates Project Developers LLP for the conversion to a private limited company known as Wadhwa & Associates Project Developers Private Limited, (d) resolution dated 30th November, 2020 passed by all the partners of Wadhwa & Associates Project Developers LLP for conversion to a private limited company known as Wadhwa & Associates Project Developers Private Limited, (e) public notice dated 28th November, 2020 published in Form No.URC-2 giving notice of the intended conversion and registration under Section 374(4) of the Companies Act, 2013 and Rule 4(1) of the Companies (Authorised to Register) Rules, 2014.

7. In the above circumstances, the ownership of the said Land continues in the resultant company constituted from the conversion and registration of Wadhwa & Associates Project Developers LLP as a private limited company under the Companies Act, 2013 i.e. Wadhwa & Associates Project Developers Private Limited, who are the owner and occupant of the said Land.

D. DEVELOPMENT PLAN REMARKS

We are furnished with Development Plan Remarks dated 22nd September, 2020 that clarify that the said Land is in Residential Zone and Industrial Zone. These D.P. Remarks are issued with respect to C.T.S. No.653/5 (forming part of the said Land) and C.T.S. Nos.661 and 671 (which do not form part of the said Land). In response to our queries, Wadhwa & Associates Project Developers Private Limited informed us that the website of MCGM from which the Remarks are generated erroneously outputs C.T.S. Nos.661 and 671 instead of C.T.S. Nos.659A and 660 and that consequently, the land is reflected as affected by amenity of EPU 5.2 (Electricity Transmission & Distribution Facilities) and EE 1.2 + EE 2.1 (Primary & Secondary School + College). Wadhwa & Associates Project Developers Private Limited have informed us that the sanctioned Development Plan, 2034, clarifies that the said Land is not affected by any reservations or amenities. We recommend that revised D.P. Remarks be obtained from MCGM that correctly record the C.T.S. Nos.653/5, 659A and 660.

E. APPROVALS

1. **Change of User Permission:**

By and under a Letter dated 9th August 2019 addressed by MCGM to Wadhwa & Associates Project Developers LLP, permission was accorded for change of user of the said Land from users permissible in Industrial Zone (I-2) to users permissible in Residential/Commercial Zone (R/C) on the terms and conditions stated therein, including, (a) the permission is valid for a period of 2 (two) years and in the event CC beyond plinth is not issued within this 2 year period and there is a change in the DCPR, 2034, the policy beneficial to the MCGM shall be applicable, (b) premium equal to 20% of the rate of developed land as stated in the ASR (annual statement of rates) is to be paid before issuance of IOD, and, (c) out of the total floor area to be utilised for residential development as per Basic/Zonal FSI, 20% of the Basic/Zonal FSI is to be developed for residential tenements each having carpet area up to 50 square metres as per Note (III) under Regulation 14(B) of DCPR, 2034. We are informed that the

premium payable as summarised at (b) above has not yet been paid. The condition at (c) above would be attracted only for residential development and not for commercial development.

2. **Intimation of Disapproval:**
By and under a Letter dated 26th November, 2020 issued by the MCGM to Wadhwa & Associates Project Developers LLP, Intimation of Disapproval for construction of a single building comprising of Commercial Wing A and Residential Wing B was sanctioned on the terms and conditions mentioned therein. A built-up area of 6,479.75 square metres is sanctioned in Commercial Wing A to comprise of basement floor plus ground retail floor plus 1st retail floor plus 2nd to 3rd podium floors plus 4th floor. A built-up area of 1,511.63 square metres is sanctioned in Residential Wing B to comprise of basement floor plus ground retail floor plus 1st to 3rd residential floors.

3. **Commencement Certificate:**
By and under a Letter dated 1st February 2019 issued by the MCGM to Wadhwa & Associates Project Developers LLP, permission to commence and carry on development on the said Land has been issued up to plinth as per an earlier IOD dated 5th January 2019 in the manner and on the terms and conditions stated therein. Since MCGM has sanctioned revised IOD dated 26th November, 2020 as mentioned above, this Commencement Certificate will require to be re-endorsed.

4. **AAI NOC:**
By and under a Letter dated 29th August 2017 issued by the Airports Authority of India, Western Region, no-objection certificate was accorded for construction on the said Land upto a permissible top elevation of 72.85 meters AMSL on terms and conditions stated therein. The AAI NOC is valid up to 28th August 2025 and erroneously mentions C.T.S. No.671 instead of C.T.S. No.660.

5. **Fire NOC:**
By and under a Letter dated 26th September 2019 issued by Mumbai Fire Brigade of the MCGM, NOC was accorded with fire protection and fire-fighting requirements stipulated for the proposed high rise commercial building proposed on the said Land, comprising of single basement (-04.35 meters) + ground floor part on stilt + 1st and 2nd departmental / retail store floors + 3rd to 5th car parking levels (18.70 meters) + 6th to 17th commercial office floors with a total height of 69.88 meters measured from general ground level up to terrace level has been issued and sanctioned in the manner and on the terms and conditions stated therein. This Fire NOC may require to be revalidated in accordance with the parameters of development sanctioned under the IOD dated 26th November, 2020.

6. **Construction and Demolition Waste Disposal NOC:**
By and under a Letter dated 5th March 2020 issued by the Solid Waste Management Department of the MCGM, approval for transport and disposal of construction and demolition waste / excavation waste to the extent of 3012 brass was permitted as mentioned therein. This permission is valid till 22nd January 2021.

7. **Environmental Clearance:**
We are informed that Wadhwa & Associates Project Developers Private Limited have applied for Environmental Clearance in terms of the Notification No.S.O.1533(E) dated 14th September, 2006 issued by the Ministry of Environment and Forests of the Govt. of India as amended from time to time. We are informed that the approval is expected. We are also informed that as on date, only excavation work is underway on the said Land and no construction on the said Land has commenced and therefore the construction on the said Land has not exceeded 20,000 square meters built-up area. We recommend that Wadhwa & Associates Project Developers Private Limited ensure that the Environmental Clearance is obtained at the very earliest.

8. **Consent to Establish:**
We are informed that Wadhwa & Associates Project Developers Private Limited will apply for and obtain the Consent to Establish from the Maharashtra Pollution Control Board. We recommend that this be applied for and obtained at the earliest.

F. **REVENUE RECORDS**

1. **Property Register Cards:**

1.1 The P.R. Card dated 23rd January 2019, in respect of C.T.S. No.653/5 reflects the name of 'Pepsico India Holdings Private Limited' as the owner/holder thereof, and, an area of 8,316.40 square meters. The tenure of the land comprised therein is recorded as 'C' which indicates that regular non-agricultural assessment is being paid under the provisions of the Maharashtra Land Revenue (Conversion of Use of Land and Non-Agricultural Assessment) Rules, 1969.

1.2 The P.R. Card dated 23rd January 2019, in respect of C.T.S. No.660 reflects the name of 'Pepsico India Holdings Private Limited' as the owner/holder thereof, and, an area of 105.90 square meters. The tenure of the land comprised therein is recorded as 'C' which indicates that regular non-agricultural assessment is being paid under the provisions of the Maharashtra Land Revenue (Conversion of Use of Land and Non-Agricultural Assessment) Rules, 1969. The area recorded on the P.R. Card is about 201.90 square metres lesser than the area as per title deeds and should be updated to record an area of 307.80 square metres.

1.3 The P.R. Card dated 23rd January 2019, in respect of C.T.S. No. 659A reflects the name of 'Pepsico India Holdings Private Limited' as the owner/holder thereof to an extent of 907.83 square meters. The tenure of the land comprised therein is recorded as 'C' which indicates that regular non-agricultural assessment is being paid under the provisions of the Maharashtra Land Revenue (Conversion of Use of Land and Non-Agricultural Assessment) Rules, 1969.

2. The P.R. Cards need to be updated to record Wadhwa & Associates Project Developers Private Limited as the owner of the said Land.

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3. For our 2017 Report, we had examined the 7/12 Extracts dated 23rd June, 2016 and Mutation Entries reflected thereon. We have requested Wadhwa & Associates Project Developers Private Limited for latest 7/12 Extracts and Mutation Entries and we are informed that the same have been applied for and are not yet furnished by the Talathi. However, the updated Property Register Cards with respect to the said Land have been recorded in Paragraph F (1) above.

G. MORTGAGES & CHARGES

1. By and under a Mortgage Deed dated 8th January 2018 registered with the Office of the Sub Registrar of Assurances under Serial No. KRL-2-30/2018 ("**Piramal Mortgage**"), executed between Wadhwa & Associates Project Developers LLP therein referred to as 'the Mortgagor' of the One Part, and, Piramal Trusteeship Services Private Limited therein referred to as 'the Mortgagee' of the Other Part, Wadhwa & Associates Project Developers LLP created a first and exclusive mortgage and charge over the said Land together with all benefits and receivables arising therefrom in favour of the Mortgagee therein, to secure a sanctioned loan facility of Rs.275,00,00,000/- (Rupee Two Hundred and Seventy Five Crores Only) on the terms and conditions stated therein and subject to the proviso for redemption of the mortgage therein contained.

2. Wadhwa & Associates Project Developers Private Limited have informed us that the Piramal Mortgage is subsisting.

3. Wadhwa & Associates Project Developers Private Limited have informed us that save and except the Piramal Mortgage there are no other mortgages or charges of any nature whatsoever over the said Land or any part thereof. The searches that we have caused to be conducted of the records of the Registrar of Companies at www.mca.gov.in as on 3rd September 2020, have also not revealed any other subsisting mortgages/charges with respect to the said Land.

H. SEARCHES AT THE OFFICES OF THE SUB-REGISTRAR OF ASSURANCES

We have caused our search clerks, Mr. Ashish S. Javeri to conduct searches of the records of the Office of the Sub-Registrar of Assurances as more particularly mentioned above, and, apart from the documents listed in the Title Report and the Sale Deed listed hereinabove, there are no further registered instruments that have been reflected in his Search Report.

I. LITIGATION

1. We caused searches to be conducted by Cubictree Technology Solutions Private Limited of the websites of various judicial forums in India for ascertaining whether there are any pending litigations to which Wadhwa & Associates Project Developers LLP is a party. The report dated 7th September, 2020 issued by Cubictree Technology

Solutions Private Limited states that there are no litigation proceedings to which Wadhwa & Associates Project Developers LLP is a party.

2. We have caused searches to be conducted by Bluevine Technologies Private Limited of the websites of various judicial forums in India for ascertaining whether there are any pending litigations to which Wadhwa & Associates Project Developers Private Limited is a party. The report dated 24th December, 2020 issued by Bluevine Technologies Private Limited states that there are no litigation proceedings to which Wadhwa & Associates Project Developers Private Limited is a party.

3. Further, Wadhwa & Associates Project Developers Private Limited has also informed us that there are no litigations with respect to the said Land or any part thereof.

J. REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016

1. The proposed Commercial Wing A on the said Land has been registered as a 'real estate project' with the Maharashtra Real Estate Regulatory Authority under Registration No.P51800025299 and is known as 'The Epicenter'.

2. The pertinent details disclosed on the website of the Maharashtra Real Estate Regulatory Authority are,-

   2.1 The project is registered as a mixed user commercial office and retail project;

   2.2 Proposed FSI is 34,250.0 square metres out of which Zero FSI is sanctioned;

   2.3 2 buildings are proposed to be constructed out of which (a) the commercial office wing/building is proposed to comprise of 1 basement plus plinth plus 3 podium levels plus 19 floors with 390 offices and 390 covered car parking spaces, and, (b) the retail wing/building is proposed to comprise of 4 shops;

   2.4 No offices, shops or any other premises are allotted/booked/sold;

   2.5 Proposed completion date is 31st March, 2025; and

   2.6 The Piramal Mortgage is disclosed.

3. We note that the registration details of the aforesaid real estate project on the website of the Maharashtra Real Estate Regulatory Authority needs to be updated to record the IOD dated 26th November, 2020 and the consequent amendments to parameters of the project envisaged thereunder.

4. Wadhwa & Associates Project Developers Private Limited have informed us that no allotment, sale or third party rights of any nature whatsoever have been created in the said Land or any offices, shops or other premises to be constructed thereon.

K. PROPERTY TAX

1. We have been informed by Wadhwa & Associates Project Developers Private Limited, that the said Land is assessed to property tax under assessment number ME0426930150000 and there are no other property tax assessment numbers in/on the said Land.

2. From an online extract available on the website of MCGM as made available to us by Wadhwa & Associates Project Developers Private Limited, it appears that as on 31st March 2021, a sum of Rs.1,26,22,021/- (Rupees One Crore Twenty Six Lakh Twenty Two Thousand and Twenty One) is the arrears of outstanding property tax yet to be paid. This Report is therefore subject to any actions that may be taken by MCGM or other authorities on account of non-payment of outstanding property tax dues.

L. SITE STATUS

We are informed that, (a) the structures/buildings on the said Land as recorded at paragraph M of our 2017 Report have been demolished, (b) excavation work is in progress, (c) a watchman cabin, office structure and sub-station structure are extant on the said Land, and, (d) there is a private temple touching the compound wall which will be retained.

M. CONCLUSION

Based on the steps undertaken by us and subject to what is stated above and subject also to what is stated in our 2017 Report, we are of the view that Wadhwa & Associates Project Developers Private Limited is the owner of the said Land and has a clear and marketable title thereto and is entitled to construct and develop the said Land and is entitled to sell units/premises on the said Land, subject to,-

1. The subsisting Piramal Mortgage and obtainment of the requisite no-objection/consent from Piramal Trusteeship Services Limited for any sale/allotment of units/premises;

2. Obtaining registration under Section 5 of RERA of Residential Wing B prior to sale of any premises/units therein;

3. Updation of the area recorded on the P.R. Card of C.T.S. No.660 to 307.80 square metres;

4. Updation of the name of Wadhwa & Associates Project Developers Private Limited as owner on the P.R. Cards;

5. Payment of conversion charges as per the Change of User Permission dated 9th August 2019;

6. Obtainment of a revised/re-endorsed Commencement Certificate for construction as per the IOD dated 26th November, 2020;

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7. Payment of arrears of property tax of Rs.1,26,22,021/- (Rupees One Crore Twenty Six Lakh Twenty Two Thousand and Twenty One);

8. Obtainment of Environmental Clearance from the State Level Environment Impact Assessment Authority of the Govt. of Maharashtra;

9. Obtainment of Consent to Establish from the Maharashtra Pollution Control Board; and

10. Compliance with the terms and conditions of the permissions/approvals referred above.

THE SCHEDULE REFERRED HEREINABOVE
(Description of the said Land)

All those pieces and parcels of land collectively admeasuring 9,532.03 square meters as per title deeds and 9,330.13 square metres as per Property Register Cards bearing Survey No.58(part) and corresponding C.T.S. No.653/5(part) admeasuring 8,316.40 square meters as per title deeds and P.R. Cards; Survey No.59(part) and corresponding C.T.S. No.660(part) admeasuring 307.80 square meters as per title deeds and 105.90 square meters as per P.R. Card; Survey No.60(part) and corresponding C.T.S. No.659A(part) admeasuring 907.83 square meters as per title deeds and P.R. Card, all lying being and situate at Village Borla in Taluka Chembur in the District of Mumbai Suburban and in the Konkan Division of the State of Maharashtra and bounded as follows:

On or towards the North	:	By 30 feet road
On or towards the South	:	By land of Reliance Energy Limited
On or towards the East	:	By Land bearing Survey No. 58 (p) CTS No. 653 and Survey No. 60 (p) (CTS No. 659)
On or towards the West	:	By 100 feet road known as Wadala Borla Road

DATED THIS 24TH DAY OF DECEMBER, 2020

For Wadia Ghandy & Co.

Partner

ANNEXURE "A"

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WADIA GHANDY & CO.

ADVOCATES, SOLICITORS & NOTARY

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NL/KBM/10068/11043/2017

Wadhwagroup Holdings Private Limited
3rd Floor, Platina
Plot No. C-59, G-Block, BKC
Bandra (East)
Mumbai 400 051
Maharashtra
India

THE SUB REGISTRAR KURLA-5 MUMBAI SUBURBAN DIST. (BANDRA)

REPORT ON TITLE

Re: All those pieces and parcels of land or ground admeasuring 9,532.03 square metres as per title deeds and 9,330.13 square metres as per Property Register Cards bearing Survey No.58(part) and corresponding C.T.S. No.653/5, Survey No. 59(part) and corresponding C.T.S. No.660(part) and Survey No.60(part) and corresponding C.T.S. No.659A(part) lying being and situate at Village Borla, Taluka Chembur in the District of Mumbai Suburban ("the said Land").

A. INTRODUCTION

We have been requested by our client, **Wadhwagroup Holdings Private Limited**, a company incorporated under the provisions of the Companies Act, 1956 and deemed existing under the Companies Act, 2013, having its registered office at 3rd Floor, Platina, Plot No. C-59, G-Block, BKC, Bandra (East), Mumbai 400 051, Maharashtra, India, to investigate the right, title and interest of **Pepsico India Holdings Private Limited**, a company incorporated under the provisions of the Companies Act, 1956 and deemed existing under the provisions of the Companies Act, 2013 and having its registered office at Level 3-6, Pioneer Square, Sector-62, Near Golf Course Extension Road, Gurugram, Gurgaon, Haryana 122101 ("**Pepsico**"), to the said Land described more particularly in the **Schedule** hereunder written.

B. STEPS

We have undertaken the following steps whilst investigating the title of Pepsico to the said Land,-

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1. Perused the original title deeds with respect to the said Land at the office of Pepsico on 10th October 2016, a list whereof is set out in **Annexure "A"** hereto.

2. Perused photocopies of the deeds, documents and writings with respect to the said Land as listed in **Annexure "B"** hereto, apart from which, we have not been furnished with any other deeds, documents and/or writings pertaining to the said Land.

3. Caused searches to be undertaken of the records of the Offices of the Sub-Registrar of Assurances at Mumbai, Bandra and Kurla-1 to Kurla-6 for a period of 65 years commencing from the year 1953 to 2017.

4. Caused searches to be undertaken at the website of the Ministry of Corporate Affairs of the Government of India at *www.mca.gov.in* of the records of the Office of the Registrar of Companies on 8th November 2017, in respect of the mortgages and charges created by Pepsico in respect of the said Land.

5. We have issued a public notice on 1st September, 2016 in (i) Times of India, Mumbai Edition (English) and (ii) Navshakti, Mumbai Edition (Marathi) inviting objections and/or claims from third persons with respect to the title of Pepsico to the Land. We have also issued a public notice on 16th November, 2017 in (i) Times of India, Mumbai Edition (English) and (ii) Navshakti, Mumbai Edition (Marathi) inviting objections and/or claims from third persons with respect to the title of Pepsico to the Land. We have not received any claims and/or responses to the said Public Notices.

6. We have not raised General Requisitions on Title on Pepsico. However, Pepsico have responded to the specific requisitions we have raised from time to time.

7. With respect to the facts that we have not been able to independently ascertain from an examination of public records, Pepsico has executed a Declaration dated 18th December, 2017 in favour of Wadhwagroup Holdings Private Limited.

8. In connection with this Report on Title, it may be noted that,-

   8.1 This Report is restricted only to ascertain the title and the nature of rights held by Pepsico to the said Land.

8.2 For the purpose of issuing this Report we have caused searches to be conducted at the relevant Offices of the Sub-Registrar of Assurances at Mumbai, Bandra and Kurla-1 to Kurla-6 for a period of 65 years from the year 1953 upto the year 2017. We have been informed by our search clerk that for certain years, the records maintained by the Offices of the Sub-Registrar of Assurances are torn and mutilated and the Index-II records maintained in digital form have not been properly maintained. We have also been informed that certain records have been maintained in an untied and loose sheet form. Searches at the Offices of the Sub-Registrar of Assurances are subject to the availability of records and also to records being torn and mutilated and maintained in an improper condition. We therefore disclaim any responsibility for consequences which may arise on account of such non-availability of records or on account of records being torn and mutilated or maintained improperly.

8.3 We have caused searches to be conducted at the website of the Ministry of Corporate Affairs of the Government of India to check the records of the Office of the Registrar of Companies pertaining to the mortgages and charges created by Pepsico in respect of the Land. However, searches at the website of the Ministry of Corporate Affairs of the Government of India at *www.mca.gov.in* are subject to the availability of records on the website on the date of inspection. We therefore disclaim any responsibility for the consequences which may arise on account of such non-availability of records with the Ministry of Company Affairs on the date of inspection.

8.4 The accuracy of this Report necessarily depends on the documents furnished to us and the information provided to us during the course of our discussions and responses to our requisitions, being true, complete and accurate, which we have assumed to be the case.

C. CHAIN OF TITLE

1. Prior to 17th October, 1966, it appears that the said Land was vested in a joint and undivided Hindu family, of which one Dwarkadas Tribhovandas was the karta.

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2. By and under an Indenture of Conveyance dated 17th October, 1966 registered before the Office of the Sub-Registrar of Assurances at Bombay under Serial No.BOM-R-3948 of 1966 ("**the Duke and Sons Conveyance**") executed by and between (a) (i) Mangalagavri Dwarkadas (ii) Pravinchandra Dwarkadas and (iii) Maganlal Nandlal Kanakia, in their respective capacity as the Executrix and Executors and Trustees under the Last Will and Testament of the late Dwarkadas Tribhovandas, therein collectively referred to as 'the First Vendors' of the First Part, (b) (i) Mangalagavri Dwarkadas, the widow of the said Dwarkadas Tribhovandas, (ii) Pravinchandra Dwarkadas, the son of the said Dwarkadas Tribhovandas in his personal capacity and also in his capacity as the Karta and Manager of the joint and undivided Hindu family consisting of (A) the said Mangalagavri Dwarkadas, (B) himself, (C) his wife Jyoti Pravinchandra, (D) his three minor sons viz. Hiten Pravinchandra, Dhiren Pravinchandra and Baba Pravinchandra, (E) his two brothers viz. the said Haridas Dwarkadas and the said Dilipkumar Dwarkadas, and, (F) his minor sister, one Charulata Dwarkadas, (iii) Jyoti Pravinchandra, (iv) Hiten Pravinchandra, a minor through the hands of his father and natural guardian Pravinchandra Dwarkadas, (v) Dhiren Pravinchandra, a minor through the hands of his father and natural guardian Pravinchandra Dwarkadas, (vi) Baba Pravinchandra, a minor through the hands of his father and natural guardian Pravinchandra Dwarkadas, (vii) Haridas Dwarkadas, (viii) Dilipkumar Dwarkadas and (ix) Charulata Dwarkadas, a minor through the hands of her mother and natural guardian Mangalagavri Dwarkadas, therein collectively referred to as 'the Second Vendors' of the Second Part, and (c) Duke and Sons Private Limited, therein referred to as 'the Purchasers' of the Third Part and hereinafter referred to as "**Duke and Sons**", the First Vendors and Second Vendors therein granted, conveyed, sold, transferred, assigned and assured unto and in favour of Duke and Sons, the said Land, therein described as collectively admeasuring 11,400.22 square yards equivalent to 9,531.72 square metres bearing Survey No.58(part), Survey No.59(part) and Survey No.60(part) of Village Borla in Taluka Chembur, for the consideration and in the manner more particularly mentioned therein and subject to the covenant for production of the title deeds detailed in the Second Schedule thereunder written.

3. By and under an Order dated 22nd November, 1996 passed by the Hon'ble Delhi High Court in Company Petition No.65 of 1995 connected with Company Application No.366 of 1996 read with an Order dated 3rd October, 1996 passed

by the Hon'ble Bombay High Court in Company Petition No.260 of 1996 connected with Company Application No.273 of 1996 ("Arrangement Order"), the arrangement embodied in the Scheme of Amalgamation of Duke and Sons with PepsiCo India Holdings Private Limited i.e. Pepsico, annexed to the respective Company Petitions as Exhibit 'A' thereto, and annexed to the respective Orders in the Schedule thereto, was approved and sanctioned under the provisions of Sections 391 and 394 of the Companies Act, 1956 on the terms and conditions detailed therein. The Arrangement Order effectuated a transfer and vesting of *inter-alia* all the right, title, interest, power, liability and obligation of Duke and Sons in the said Land and the buildings and structures standing thereon in favour of Pepsico under the statutory scheme of Sections 391 and 394 of the Companies Act, 1956 with effect from 1st October, 1995 in the manner and on the terms and conditions mentioned therein. The Arrangement Order dated 22nd November, 1996 passed by the Hon'ble Delhi High Court records the area of the said Land as 9,222.77 square metres.

4. By and under a Declaration dated 24th January, 2003 registered before the Office of the Sub-Registrar of Assurances under Serial No.BDR-3-678 of 2003 executed by one Mayuresh Jambunathan in his capacity as authorised signatory of Pepsico, the description of the said Land and structures and buildings standing thereon as contained in the Schedule to the Arrangement Order was reproduced in the Schedule to the said Declaration dated 24th January, 2003 with the stated objective of registering the Arrangement Order under the provisions of the Registration Act, 1908. However, we note that the Registration Act, 1908 does not permit registration of an instrument beyond the time period prescribed thereunder. Consequently, the execution and registration of the said Declaration dated 24th January, 2003 cannot be construed as effectuating registration of the Arrangement Order under the provisions of the Registration Act, 1908.

5. We note that the Bombay Stamp Act, 1958 (as it was at the time), required that stamp duty computed at a rate of 10% of the true market value of the properties transferred under the Arrangement Order be paid. It appears that since this was not duly undertaken at the time, Pepsico has subsequently paid a sum of Rs.1,90,34,925/- (Rupees One Crore Ninety Lakh Thirty Four Thousand Nine Hundred and Twenty Five) towards proper stamp duty on the Arrangement Order under Article 25(d-a)(i) of the Bombay Stamp Act, 1958 together with Rs.300/- (Rupees Three Hundred) as and by way of penalty, and, the same has been duly

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certified by the Office of the Collector of Stamps, Bombay under Section 41 of the Bombay Stamp Act, 1958.

6. Pursuant to the city survey of the lands at Village Borla under the provisions of the Maharashtra Land Revenue Code, 1966, it appears that the said Land was comprised in C.T.S. No.653/5, a part of C.T.S. No.659A and C.T.S. No.660.

7. By and under an Agreement to Sell dated 18th October, 2016 read with an Amendment Agreement dated 8th December, 2017 (collectively "**Wadhwa ATS**") executed between Pepsico India Holdings Private Limited, therein referred to as 'the Seller' of the One Part, and, Wadhwagroup Holdings Private Limited, therein referred to as 'the Purchaser' of the Other Part, Pepsico agreed to sell, convey and transfer the said Land in favour of Wadhwagroup Holdings Private Limited, in the manner and on the terms and conditions and for the consideration more particularly stated therein. The Wadhwa ATS records the area of the said Land as 9,544.80 square metres.

8. The Wadhwa ATS principally requires Pepsico to obtain Labour NOC from the Office of the Commissioner of Labour, Maharashtra State, Mumbai (which has been duly obtained as mentioned at paragraph E(8) below), and, prior permission of the Additional Collector & Competent Authority for sale and transfer of the said Land by Pepsico in favour of Wadhwagroup Holdings Private Limited in terms of the provisions of Section 20(1) of the Urban Land (Ceiling and Regulation) Act, 1976 (as more particularly elaborated upon at paragraph D below).

9. The said Land admeasures 9,532.03 square metres as per title deeds and admeasures 9,330.13 square metres as per P.R. Cards and is presently comprised in C.T.S. No.653/5 admeasuring 8,316.40 square metres, a part of C.T.S. No.659A to an extent of 907.83 square metres, and, C.T.S. No.660 admeasuring 105.90 square metres. There is an area discrepancy of approximately 201.90 square metres between the area of the said Land as per title deeds and the area of the said Land as per revenue records, and, necessary actions ought to be undertaken to rectify and/or mitigate the extent of such discrepancy.

D. THE URBAN LAND (CEILING AND REGULATION) ACT, 1976

1. By and under an Order dated 21st March, 1978 bearing reference no.ULC/D-78/IC/GAD/500 issued by the Joint Director of Industries, Ex-Officio Deputy Secretary to Government of the General Administration Department of the Government of Maharashtra ("**ULC Exemption Order**"), a portion of the said Land admeasuring 3,044.39 square metres ("**Exempted Land**") was exempted under the provisions of Section 20(1) of the Urban Land (Ceiling and Regulation) Act, 1976 ("**ULC Act**") and Duke and Sons was permitted to retain and hold the Exempted Land on the terms and conditions mentioned therein, including inter-alia, that prior permission of the Govt. of Maharashtra be obtained for any transfer of the Exempted Land. The ULC Exemption Order records the area of the said Land as 9,222.77 square metres.

2. By and under a Letter dated 10th December, 1996 addressed by Pepsico to the Joint Director of Industries (Land Branch), Government of Maharashtra, Pepsico intimated the Government of Maharashtra of the transfer and vesting of all the properties and assets of Duke and Sons in Pepsico vide the Arrangement Order and requested that permission be accorded for the transfer and vesting of the said Land in its favour under the Arrangement Order.

3. By and under an Order dated 3rd April, 2003 bearing reference no.ULC/D-79/2002-2003/A-586 issued by the Joint Director of Industries (ULC) & Ex-Officio Deputy Secretary of the Urban Development Department of the Government of Maharashtra ("**ULC Transfer Permission**"), permission was accorded in terms of the ULC Exemption Order and the ULC Act for transfer of the Exempted Land in favour of the Pepsico on the terms and conditions mentioned therein, without levying any unearned income.

4. On 29th November, 2007, both houses of the Legislature of the State of Maharashtra passed a resolution ("**Repeal Resolution**") adopting the Urban Land (Ceiling and Regulation) Repeal Act, 1999 ("**ULC Repeal Act**") under Article 252(2) of the Constitution of India. The Repeal Resolution was published in the Maharashtra Government Gazette on 1st December, 2007 under a Notification No. ULC.10/2007/CR-140/U.L.C., and the ULC Act stood repealed in terms of the ULC Repeal Act with immediate effect.

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5. By and under an Order reserved on 23rd June, 2014 and pronounced on 3rd September, 2014 by the Hon'ble Bombay High Court in Civil Writ Petition No. 3872 of 2010 together with various connected writ petitions ("**ULC Judgment**"), certain aspects of the ULC Act, the ULC Repeal Act, and the effects thereof including on exemption orders and declaratory orders passed under the provisions of Section 20 and Section 8 of the ULC Act respectively, were clarified and adjudicated in the manner more particularly stated therein.

6. Special Leave Petition (Civil) No. 29006 of 2014 was filed by *inter-alia* Maharashtra Chamber of Housing Industry against *inter-alia* the State of Maharashtra before the Supreme Court of India in appeal against the ULC Judgment. By and under an Order dated 10th November, 2014 passed by the Supreme Court of India in SLP (Civil) No. 29006 of 2014, the Union of India was impleaded as a party and a direction was passed that no coercive steps were to be taken in the meanwhile and the SLP (Civil) No. 29006 of 2014 was listed for hearing on 6th January, 2015. By and under an Order dated 6th January, 2015 passed by the Supreme Court of India in the captioned matter, the interim order passed under the abovestated Order dated 10th November, 2014 was continued until further orders. The Special Leave Petition (Civil) No.29006 of 2014 is pending.

7. Subsequent to the Wadhwa ATS and in accordance with the terms thereof, Pepsico made application/s to the Government of Maharashtra for prior permission in terms of Section 20(1) of the ULC Act and the ULC Exemption Order and ULC Transfer Permission, for the sale, transfer and development of the Exempted Land.

8. By a Letter dated 12th October, 2017 bearing reference no.C / ULC / Desk-V / Sec-20 / KV-49 / Pepsico / 2017 / Outward No.703 ("**ULC Demand Letter**") addressed by the Additional Collector & Competent Authority (ULC) Greater Mumbai Agglomeration to Pepsico, Pepsico was informed that the Urban Development Department of the Government of Maharashtra had accorded approval to the development of a portion of land admeasuring 1,779.30 square meters, subject however, to payment of unearned income aggregating to Rs.10,03,52,520/- (Rupees Ten Crore Three Lakh Fifty Two Thousand Five Hundred and Twenty) ("**Unearned Income**"). Whilst considering Pepsico's

application for prior permission, it appears that the Government of Maharashtra has recomputed the extent of 'vacant land' comprised in the said Land.

9. The permissions as required in terms of the ULC Exemption Order read with the ULC Transfer Permission, the ULC Act and the ULC Judgment, and, the final permission/compliance to be accorded by the Additional Collector & Competent Authority subsequent to full payment of the Unearned Income under the ULC Demand Letter, are hereinafter collectively referred to as **"the ULC Permissions"**.

E. LABOUR

1. We have been informed that Pepsico have closed down their erstwhile factory undertaking on the said Land. In this regard, Pepsico have surrendered certain licenses to the statutory authorities, a list whereof is annexed at **Annexure "C"** hereto and we have perused copies of the same.

2. By a Letter dated 3rd May, 2014 addressed by Pepsico to the Deputy Commissioner of Labour, Maharashtra State, Mumbai, intimation was given that operations at the plant on the said Land had been suspended until further notice and that the MCGM had directed structural audit of all buildings older than 30 years be obtained. Pepsico have also stated that it was no longer possible to continue machine operations on the said Land.

3. By a Letter dated 25th June, 2014 addressed by Pepsico to the Deputy Commissioner of Labour, Maharashtra State, Mumbai, intimation was accorded that Pepsico was floating a Voluntary Retirement Scheme ("VRS") to their employees who had completed 45 years of age.

4. By a Letter dated 28th January, 2015 addressed by Pepsico to the Welfare Commissioner, Maharashtra Labour Welfare Board, Pepsico stated that all of its employees had either availed of the VRS or had been transferred to other plants / factory undertakings, and that as of date, there were no employees on the said Land.

5. By a Letter dated 11th June, 2015 addressed by Pepsico to the Deputy Commissioner of Labour, Maharashtra State, Mumbai, it was recorded that the

closure of the factory on the said Land was necessitated by the structure on the said Land being unfit for operations and unsafe for the workmen.

6. As part of its closure activities, Pepsico decommissioned an Effluent Treatment Plant that was operational on the said Land. We have examined a Letter dated 19th August, 2015 addressed by Pepsico to the Maharashtra Pollution Control Board stating that the ETP was non-operational and there was no inflow or outflow from the ETP, and, that the Consent to Operate would not be renewed subsequent to its expiry on 31st August, 2015.

7. By a Letter dated 13th June, 2017 bearing reference No.NOC-32017/PK.7/Kam-2 addressed by the Industries Energy & Labour Department of the Government of Maharashtra to the Office of the Commissioner of Labour, Maharashtra State, Mumbai, NOC was granted that there are no pending statutory dues payable to any workmen, and, consent was thereby granted for the development / alienation / sale of the said Land, on the terms and conditions contained therein.

8. By a Letter dated 15th June, 2017 bearing reference no.LC / NOC / PK.08 / 2017 / Karya-7 / 13622 ("**Labour NOC**") addressed by the Office of the Commissioner of Labour, Maharashtra State, Mumbai to the MCGM, NOC was granted that there are no pending statutory dues payable to any workmen, and, consent was thereby granted for the development / alienation / sale of the said Land, on the terms and conditions contained therein

9. Save and except the above, we have not been provided with any further approvals / documents pertaining to the labour and/or the closure of the factory undertaking on the said Land.

10. We clarify here that Pepsico have not applied for closure permission under the provisions of the Industrial Disputes Act, 1947.

F. <u>APPROVALS</u>

Save as specifically mentioned in this Report, we have not been provided with any approvals and/or permissions issued with respect to the said Land.

G. REVENUE RECORDS

1. Property Register Cards:

1.1 The P.R. Card dated 6th April, 2017, in respect of C.T.S. No. 653/5 reflects the name of 'Pepsico India Holdings Private Limited' as the owner/holder thereof, and, an area of 8,316.40 square meters. The tenure of the land comprised therein is recorded as 'C' which indicates that regular non-agricultural assessment is being paid under the provisions of the Maharashtra Land Revenue (Conversion of Use of Land and Non-Agricultural Assessment) Rules, 1969.

1.2 The P.R. Card dated 6th April, 2017, in respect of C.T.S. No. 660 reflects the name of 'Pepsico India Holdings Private Limited' as the owner/holder thereof, and, an area of 105.90 square meters. The tenure of the land comprised therein is recorded as 'C' which indicates that regular non-agricultural assessment is being paid under the provisions of the Maharashtra Land Revenue (Conversion of Use of Land and Non-Agricultural Assessment) Rules, 1969. We note that the Order dated 30th March, 2017 passed by the District Superintendent of Land Records, Mumbai Suburban District (referred below) records the area of C.T.S. No.660 as 307.80 square metres, and, the P.R. Card of C.T.S. No.660 ought to be updated to reflect an area of 307.80 square metres.

1.3 The P.R. Card dated 6th April, 2017, in respect of C.T.S. No. 659A reflects the name of 'Pepsico India Holdings Private Limited' as the owner/holder thereof to an extent of 907.83 square meters. The tenure of the land comprised therein is recorded as 'C' which indicates that regular non-agricultural assessment is being paid under the provisions of the Maharashtra Land Revenue (Conversion of Use of Land and Non-Agricultural Assessment) Rules, 1969. Entry No.598 dated 2nd December, 2015 records an Order dated 24th November, 2015 (referred below) passed by the District Superintendent of Land Records, Mumbai Suburban District, partly allowing an appeal filed by one Bhavna Trust and declaring that the Entry dated 11th July, 1977 (recording Duke and Sons as the owner/holder of C.T.S. No.659) and Entry No.164 dated 10th April, 2003 (recording Pepsico as the owner/holder of C.T.S. No.659)

were irregular and to be cancelled. In this regard, please note our observations at paragraph G(2) below.

2. **Discrepancies in Area:**

2.1 By and under an Order dated 17th March, 2003 passed by the City Survey Officer, Chembur, it was declared that Pepsico was the owner/holder of the said Land and the said Land was recorded as admeasuring 9,544.80 square metres and comprised in C.T.S. No.653/5, C.T.S. No.659(part) and C.T.S. No.660.

2.2 The genesis for the appeal filed by Bhavna Trust culminating in the said Order dated 24th November, 2015 referred above, appears to have been the erroneous recording of Pepsico as the owner/holder of the entire C.T.S. No.659A admeasuring 8,292.40 square metres, instead of only a part thereof.

2.3 In this regard, we have examined the Order dated 24th November, 2015 passed by the District Superintendent of Land Records, Mumbai Suburban District, which records and holds *inter-alia*,-

2.3.1 Bhavna Trust had filed an Application before the City Survey Officer, Borla for incorporation of its name as the owner/holder of C.T.S. Nos.658, 658/1 to 658/9 and 659B, which Application was rejected by a Letter dated 5th January, 2015 issued by the City Survey Officer.

2.3.2 Being aggrieved by the said Letter dated 5th January, 2015, Bhavna Trust filed an Appeal before the District Superintendent of Land Records, Mumbai Suburban District, under the provisions of Section 247 of the Maharashtra Land Revenue Code, 1966.

2.3.3 After considering various material on record, the District Superintendent of Land Records, Mumbai Suburban District opined that though the said Land held by Pepsico is comprised in C.T.S. No.653/5 (8,316.40 square metres), C.T.S. No.659A

(920.60 square metres) and C.T.S. No.660 (307.80 square metres), the entire C.T.S. No.659A admeasuring 9,814.40 square metres was recorded as being owned/held by Pepsico.

2.3.4 To that extent, the District Superintendent of Land Records, Mumbai Suburban District held that the Entry dated 11th July, 1977 (recording Duke and Sons as the owner/holder of C.T.S. No.659) and Entry No.164 dated 10th April, 2003 (recording Pepsico as the owner/holder of C.T.S. No.659) were erroneous and were required to be reviewed under Section 258 of the Maharashtra Land Revenue Code, 1966.

2.4 Pepsico filed an Application dated 31st August, 2016 before the City Survey Officer, Chembur, praying *inter-alia* for updating the P.R. Card of C.T.S. No.659A, to record Pepsico as the owner/holder of only 920.60 square metres of land out of the entire 9,814.40 square metres of land comprised in C.T.S. No.659A. It appears that the said Application dated 31st August, 2016 was rejected vide an Order dated 12th January, 2017, and Pepsico filed an Appeal before the District Superintendent of Land Records, Mumbai Suburban District under Section 247 of the Maharashtra Land Revenue Code, 1966.

2.5 By and under an Order dated 30th March, 2017 bearing reference no.CS No.7/Appeal SR 446/2017 passed by the District Superintendent of Land Records, Mumbai Suburban District, the Appeal filed by Pepsico was allowed, the impugned Order dated 12th January, 2017 was cancelled, and, it was further ordered that Pepsico be recorded as the owner/holder of C.T.S. No.659A to an extent of 907.83 square meters. Furthermore, the said Order dated 30th March, 2017 records Pepsico as the owner/holder of 307.80 square metres of C.T.S. No.660 (and not 105.90 square metres as presently recorded under the 'area column' on the P.R. Card in respect thereof).

2.6 We have examined the City Survey Plan issued with respect to the said Land, which indicates *inter-alia*,-

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2.6.1 The entire C.T.S. No.653/5 is comprised within the said Land and is correspondent to Survey No.58(part);

2.6.2 A portion of C.T.S. No.659(part) is comprised within the said Land and is correspondent to Survey No.60; and

2.6.3 A portion of C.T.S. No.660(part) is comprised within the said Land and is correspondent to Survey No.59(part).

3. 7/12 Extracts (Village Form No.VII-XII):

3.1 The 7/12 Extract dated 23rd June, 2016 issued with respect to Survey No.58(part) reflects an area of 2 Acres 10 Gunthas 36 square yards equivalent to approximately 9,135.21 square metres and recording Duke and Sons as the owner/holder thereon.

3.2 The 7/12 Extract dated 23rd June, 2016 issued with respect to Survey No.59(part) reflects an area of 3 Gunthas 97 square yards equivalent to approximately 384.605 square metres and recording Duke and Sons as the owner/holder thereon.

3.3 The 7/12 Extract dated 23rd June, 2016 issued with respect to Survey No.60(part) reflects an area of 8 Gunthas 46 square yards equivalent to approximately 847.804 square metres and recording Duke and Sons as the owner/holder thereon.

3.4 None of the 7/12 Extracts pertaining to the said Land appear to have been updated. In this regard, we clarify that the Revenue and Forest Department of the Government of Maharashtra has issued a Circular No.Misc-1005/C.No./346-L-6 dated 21st January, 2006 whereby instructions have been given to all revenue offices that the 7/12 Extracts in respect of lands falling within municipal limits and where Property Register Cards are operational and a city survey has been undertaken, should not be updated any further and should be closed. It is evident that the Government of Maharashtra has taken a policy decision to cease usage of 7/12 extracts in areas where a city survey has been undertaken and Property Register Cards are in force. Consequently, any non-

updation of the 7/12 Extracts in respect of the Land, would be mitigated by the fact that the Property Register Cards in respect of the Land stand in the name of Pepsico in the manner stated above.

H. MORTGAGES/CHARGES

1. By and under a Deed of Mortgage dated 1st January, 1970 registered before the Office of the Sub-Registrar of Assurances under Serial No.BOM-R-453 of 1970 ("**Duke and Sons Mortgage Deed**") executed between Duke and Sons, therein referred to as 'the Mortgagor' of the One Part and the Governor of Maharashtra through the hands of the Deputy Secretary, Urban Development, Public Health and Housing Department, therein referred to as 'the Mortgagee' of the Other Part, Duke and Sons did thereby create an English mortgage over a portion of the said Land admeasuring 1,684.20 square metres ("**said Portion**") together with the structures that may be constructed thereon to secure the due repayment of a loan facility for a sum of Rs.67,600/- (Rupees Sixty Seven Thousand Six Hundred) and a sum of Rs.1,35,200/- (Rupees One Lakh Thirty Five Thousand Two Hundred) sanctioned by the Government of Maharashtra under a programme of subsidised housing for industrial workers whereby Duke and Sons would construct 32 small two roomed houses in multi-storied buildings, subject however to the proviso for redemption of the mortgage contained therein.

2. Annexed to the Duke and Sons Mortgage Deed is an Agreement of even date executed between Duke and Sons and the Government of Maharashtra detailing the terms and conditions upon which the aforesaid loan facilities, with a tenure of 25 years, would be disbursed by the Government of Maharashtra and would require to be repaid by Duke and Sons.

3. Save and except as mentioned above, we have not examined any further instruments, deeds, documents and/or writings pertaining to any mortgages / charges with respect to the said Land or any part thereof. We have not examined a Deed of Reconveyance whereby the said Portion has been duly reconveyed by Government of Maharashtra to Duke and Sons / Pepsico, pursuant to the Duke and Sons Mortgage Deed dated 1st January, 1970. The searches that we have caused to be conducted of the records of the Offices of the Sub-Registrar of Assurances, have also not revealed any registered Deed of Reconveyance. We further clarify that Pepsico have been unable to offer any clarification or

explanation as to whether a formal deed of reconveyance has been executed and registered.

4. However, we note that Pepsico have informed us that they have not created any mortgages or charges created with respect to the said Land or any part thereof. The searches that we have caused to be conducted of the records of the Registrar of Companies at www.mca.gov.in have not revealed any subsisting mortgages/charges with respect to the said Land.

I. **SEARCHES AT THE OFFICES OF THE SUB-REGISTRAR OF ASSURANCES**

1. We have caused our search clerks, Mr. Ashish S. Javeri and Mr. Srinivas Chipkar, to conduct searches of the records of the Office of the Sub-Registrar of Assurances as more particularly mentioned above, and, the registered instruments recorded in **Annexure "D"** hereto have been reflected in their Search Reports.

2. Our search clerks have not been able to obtain the registered instruments detailed in **Annexure "E"** hereto.

J. **PUBLIC NOTICE**

We have issued public notices dated 1st September 2016 and 16th November 2017 in (a) Times of India, Mumbai Edition (English) and (b) Navshakti (Marathi) inviting claims from any third persons with respect to the said Land. Till date, we have not received any claims or responses to the Public Notices.

K. **LITIGATION**

Pepsico have informed us that there are no litigations with respect to the said Land or any part thereof.

L. **PROPERTY TAX**

1. We have been provided with Property Tax Assessment Bills for the period from 1st April, 2014 to 31st March, 2015 aggregating to Rs.7,52,244/- (Rupees Seven Lakhs Fifty-Two Thousand Two Hundred Forty-Four only), and, Bills for the

period from 1st April, 2016 to 31st March, 2017 aggregating to Rs.10,11,282/- (Rupees Ten Lakh Eleven Thousand Two Hundred and Eighty-Two), raised with respect to Property Tax Assessment Nos. ME0426970020000, ME0426960060000, ME0426950000000, ME0426940030000, ME0426930070000. We have not been provided with any receipts evidencing the payment of these property tax assessment bills.

2. We have also not been provided with property tax assessment bills for any other Assessment Numbers.

M. SITE STATUS

Pepsico have informed us that the said Land is bounded by a compound wall; and, that there are 14 (fourteen) structures on the said Land including a factory building, canteen area, dumping shed, UG Raw, time office / temple and transformer yard, collectively admeasuring 4,226.80 square metres built up area.

N. CONCLUSION

Based on the documents and information furnished to us, we are of the view that Pepsico India Holdings Private Limited is the owner of the said Land and has a clear and marketable title thereto, subject to what is stated above and subject also to (a) compliance with the terms and conditions of the ULC Permissions and the ULC Demand Letter, (b) the due reconveyance of the said Portion by the Government of Maharashtra in favour of Pepsico in terms of the Duke and Sons Mortgage Deed dated 1st January, 1970, (c) the full payment of all property taxes with respect to the said Land and all other statutory dues and taxes.

THE SCHEDULE REFERRED HEREINABOVE

(Description of the said Land)

All those pieces and parcels of land or ground admeasuring 9,532.03 square metres as per title deeds and 9,330.13 square metres as per Property Register Cards bearing Survey No.58(part) and corresponding C.T.S. No.653/5 admeasuring 8,316.40 square metres as per P.R. Card, Survey No. 59(part) and corresponding C.T.S. No.660(part) admeasuring 105.90 square metres as per P.R. Card and 307.80 square metres as per the Order dated 30th March, 2017 passed by the District Superintendent of Land Records, Mumbai Suburban District, and, Survey No.60(part) and corresponding C.T.S.

No.659A(part) admeasuring 907.83 square metres as per P.R. Card lying being and situate at Village Borla, Taluka Chembur in the District of Mumbai Suburban and in the Konkan Division of the State of Maharashtra and bounded as follows:

On or towards the North	:	By land bearing C.T.S. No.653/4
On or towards the South	:	By land of Reliance Energy Limited
On or towards the East	:	By land bearing C.T.S No.653/6
On or towards the West	:	By land bearing C.T.S. No.664

DATED THIS 21st DAY OF DECEMBER, 2017

For Wadia Ghandy & Co.

Partner

Krishna Balaji Moorthy

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ANNEXURE "A"

(List of original title deeds examined)

1. Indenture of Conveyance dated 17th October 1966 registered before the Office of the Sub-Registrar of Assurances at Bombay under Serial No.BOM-R-3948 of 1966.

2. Certified True Copy of Order dated 22nd November 1996 passed by the Delhi High Court in Company Petition No.65 of 1995 connected with Company Application No. 366 of 1996.

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ANNEXURE "B"

(Copies of deeds, documents and writings examined by us)

1. Indenture dated 16th October 1953 registered with the Office of the Sub-Registrar of Assurances at Bombay under Serial No.BOM-6137 of 1953.

2. Deed of Declaration dated 28th December 1956 registered with the Office of the Sub-Registrar of Assurances at Bombay under Serial No. BOM-8254 of 1956.

3. Undertaking dated 14th January 1966 registered with the office of Sub-Registrar under Serial No. BOM/144 of 1966 and executed between Pravinchandra Dwarkadas of the One Part and Mumbai Municipal Corporation of the Other Part.

4. Undertaking dated 14th January 1966 registered with the office of Sub-Registrar under Serial No. BOM/145 of 1966 and executed between Pravinchandra Dwarkadas of the One Part and Mumbai Municipal Corporation of the Other Part.

5. Declaration dated 15th October 1966 registered with the office of Sub-Registrar under Serial No. BOM/3950 of 1966 and executed by Mangalagauri Dwarkadas, and Pravinchandra Dwarkadas.

6. Indemnity dated 17th October 1966 registered with the office of Sub-Registrar under Serial No. BOM/3949 of 1966 and executed between (1) Pravinchandra Dwarkadas, (2) Dilipkumar Dwarkadas, (3) Mangalagauri Dwarkadas, (4) Jyoti P. Dwarkadas, (5) Haridas Dwarkadas of the One Part and M/s. Duke & Sons Private Limited of the Other Part.

7. Deed of Mortgage dated 1st January 1970 registered before the Office of the Sub-Registrar of Assurances under Serial No.BOM-R-453 of 1970.

8. Agreement dated 10th December 1970 registered with the office of Sub-Registrar under Serial No. 5230 of 1970 and executed between M/s. Duke & Sons Private Limited of the One Part and Mumbai Municipal Corporation of the Other Part.

9. Supplemental Agreement dated 27th September 1974 to a Letter of Hypothecation dated 20th February 1970 executed between Central Bank of India and Duke and Sons.

10. Order dated 21st March 1978 bearing reference no. ULC/D-78/IC/GAD/500 issued by the Joint Director of Industries, Ex-Officio Deputy Secretary to Government of the General Administration Department of the Government of Maharashtra.

11. Order dated 22nd November 1996 passed by the Delhi High Court in Company Petition No. 65 of 1995 connected with Company Application No. 366 of 1996.

12. Order dated 3rd October 1996 passed by the Bombay High Court in Company Petition No. 260 of 1996 connected with Company Application No. 273 of 1996.

13. Letter dated 10th December 1996 addressed by Pepsico to the Joint Director of Industries (Land Branch), Government of Maharashtra.

14. Letter dated 18th June 1998 addressed by The Central Bank of India to PepsiCo India Holdings Private Limited

15. Declaration dated 24th January 2003 registered before the Office of the Sub-Registrar of Assurances under Serial No.BDR-3-678 of 2003 executed by Mayuresh Jambunathan in his capacity as an authorised signatory of PepsiCo India Holdings Private Limited.

16. Order dated 17th March 2003 passed by the City Survey Officer, Chembur.

17. Order dated 3rd April 2003 bearing reference no.ULC/D-79/2002-2003/A-586 issued by the Joint Director of Industries (ULC) & Ex-Officio Deputy Secretary of the Urban Development Department of the Government of Maharashtra.

18. Letter dated 3rd May, 2014 addressed by Pepsico to the Deputy Commissioner of Labour, Maharashtra State, Mumbai.

19. Letter dated 25th June 2014 addressed by Pepsico to the Deputy Commissioner of Labour, Maharashtra State, Mumbai.

20. Property Tax Assessment Bills for the period from 1st April 2014 to 31st March 2015.

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21. Letter dated 28th January 2015 addressed by Pepsico to the Welfare Commissioner, Maharashtra Labour Welfare Board.

22. Letter dated 11th June 2015 addressed by Pepsico to the Deputy Commissioner of Labour, Maharashtra State, Mumbai.

23. Order dated 13th June 2015 addressed by the Deputy Chief Controller of Explosives, Government of India, Petroleum and Explosives Safety Organisation (PESO) to PepsiCo India Holdings Private Limited.

24. Letter dated 19th August 2015 addressed by Pepsico to the Maharashtra Pollution Control Board.

25. Order dated 24th November 2015 passed by the District Superintendent of Land Records, Mumbai Suburban District in the appeal filed by Bhavna Trust.

26. 7/12 Extract dated 23rd June 2016 issued with respect to Survey No.58(part).

27. 7/12 Extract dated 23rd June 2016 issued with respect to Survey No.59(part).

28. 7/12 Extract dated 23rd June 2016 issued with respect to Survey No.60(part).

29. Application dated 31st August 2016 filed by Pepsico before the City Survey Officer, Chembur.

30. P.R. Card dated 6th April 2017, in respect of C.T.S. No. 653/5.

31. P.R. Card dated 6th April 2017, in respect of C.T.S. No. 660.

32. P.R. Card dated 6th April 2017, in respect of C.T.S. No. 659A.

33. Letter dated 13th June 2017 bearing reference No.NOC-32017/PK.7/Kam-2 addressed by the Industries Energy & Labour Department of the Government of Maharashtra to the Office of the Commissioner of Labour, Maharashtra State, Mumbai.

34. Letter dated 15th June 2017 bearing reference no.LC / NOC / PK.08 / 2017 / Karya-7 / 13622 addressed by the Office of the Commissioner of Labour, Maharashtra State, Mumbai to the MCGM.

35. Letter dated 12th October 2017 bearing reference no.C / ULC / Desk-V / Sec-20 / KV-49 / Pepsico / 2017 / Outward No.703.

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ANNEXURE "C"

(Documents referred at paragraph E(1) above)

1. Letter dated 28th April 2014 addressed by Pepsico to the Assistant Commissioner, MCGM with respect to suspension of operations at the plant.

2. Letter dated 30th April 2014 addressed by Pepsico to Superintendent of Central Excise, Range-II with respect to temporary suspension of production.

3. Letter dated 3rd May 2014 addressed by Pepsico to the Deputy Commissioner of Labour with respect to suspension of operations at the plant.

4. Letter dated 28th May 2014 addressed by Pepsico to Sub Regional Officer, MPCB Regional Office with respect to the temporary suspension of operations on the plant situated at the said Land.

5. Letter dated 10th October 2014 addressed by Pepsico to the Senior Inspector, Govandi Police Station with respect to temporary suspension of operations at the plant.

6. Letter dated 14th October 2014 addressed by Pepsico to the Designated Officer, FSSAI with respect to temporary suspension of operations at the plant.

7. Letter dated 20th November 2014 addressed by Pepsico to the Inspector, Health Department with respect to temporary suspension of operations at the plant.

8. Letter dated 20th November 2014 addressed by Pepsico to the Inspector, Legal Metrology Department with respect to temporary suspension of plant operations.

9. Letter dated 20th November 2014 addressed by Pepsico to the Inspector, License Department, MCGM with respect to temporary suspension of plant operations.

10. Letter dated 18th December 2014 addressed by Pepsico to the Deputy, Director, ESI Corporation with respect to suspension of operations at the plant.

11. Letter dated 5th January 2015 addressed by Pepsico to Assistant Commissioner, M/East Ward with respect to non-renewal of license for manufacture and packaging of aerated water bearing No. 761421737 dated 30th December, 2013.

12. Letter dated 15th January 2015 addressed by Pepsico to Senior Vice President/ commercial Manager, Mahanagar Gas Limited with respect to termination of contract dated 17th October 2012 entered into between Pepsico and Mahanagar Gas Limited.

13. Letter dated 28th January 2015 addressed by Pepsico to the Welfare Commissioner, Maharashtra Labour Welfare Board with respect to suspension of operations at the plant.

14. Letter dated 16th March 2015 addressed by Pepsico to Assistant Commissioner, MCGM with respect to cancellation of storage license bearing no. 761062860.

15. Letter dated 22nd April 2015 addressed by Pepsico to Deputy Chief Fire Office, Mumbai Fire Brigade with respect to the surrender of Fire NOC dated 7th June 2010 and bearing No.FBL/S/110/301.

16. Letter dated 22nd April 2015 addressed by Pepsico to MCGM with respect to closure of the factory.

17. Letter dated 22nd April 2015 addressed by Pepsico to Deputy Chief of Explosives with respect to surrender of Approval no. A/P/WC/MH/15/ 2015 dated 7th November 2003.

18. Letter dated 22nd April 2015 addressed by Pepsico to Inspector of Legal Metrology with respect to closure of the plant.

19. Letter dated 30th April 2015 addressed by Pepsico to Sub Regional Officer, MPCB Regional Office with respect to closure of the ETP.

20. Letter dated 11th June 2015 addressed by Pepsico to the Deputy Commissioner of Labour with respect to non-renewal of registration.

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21. Letter dated 25th June 2014 addressed by Pepsico to Deputy Commissioner of Labour with respect to introduction of Voluntary Retirement Scheme for the employees of the plant.

22. Letter dated 1st July 2015 addressed by Pepsico to the Boiler Inspector's Office with respect to discontinuation of boiler operation for Boiler Number MR/11210.

23. Letter dated 19th August 2015 addressed by Pepsico to Sub Regional Officer, MPCB Regional Office with respect to the dismantling of the ETP equipment un furtherance of decommissioning of the ETP.

24. Letter dated 26th August 2015 addressed by Pepsico to the Assistant Engineer, Buildings and Factories Department, M/East Ward, with respect to shifting of used NCG RGB Filling and Bottle washing equipment.

25. Letter dated 29th September 2015 addressed by Pepsico to Sub Regional Officer, MPCB Regional Office with respect to disposal of sludge in furtherance of decommissioning of the ETP.

26. Letter dated 30th September 2015 addressed by Pepsico to the Desingnated Officer, FSSAI with respect to the filing of annual return in furtherance of the surrender of FSSAI license.

27. Letter dated 18th January 2016 addressed by Pepsico to the Senior Inspector (License), License Department, M/East Ward with respect to non-renewal of License for Sky signs / advertisements granted under License dated 12th December 2014 bearing No. 761203266.

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ANNEXURE "D"

(Documents referred at paragraph I(1) above)

1. Partition Deed and Release dated 16th October 1953 registered with the office of the Sub-Registrar under Serial No. BOM/6137 of 1953 and executed by (1) Dwarkadas Tribhuvandas, (2) Mangalagauri Dwarkadas, (3) Pravinchandra Dwarkadas, (4) Haridas Dwarkadas and (5) Dilip Dwarkadas.

2. Deed of Declaration dated 28th December 1956 registered with the office of the Sub-Registrar under Serial No. 8284 of 1956 and executed by (1) Dwarkadas Tribhuvandas, (2) Mangalagauri w/o Dwarkadas Tribhuvandas, (3) Pravinchandra s/o Dwarkadas Tribhuvandas, (4) Haridas s/o Dwarkadas Tribhuvandas and (5) Dilip s/o Dwarkadas Tribhuvandas.

3. Undertaking dated 14th January 1966 registered with the office of Sub-Registrar under Serial No. BOM/144 of 1966 and executed between Pravinchandra Dwarkadas of the One Part and Mumbai Municipal Corporation of the Other Part.

4. Undertaking dated 14th January 1966 registered with the office of Sub-Registrar under Serial No. BOM/145 of 1966 and executed between Pravinchandra Dwarkadas of the One Part and Mumbai Municipal Corporation of the Other Part.

5. Declaration dated 15th October 1966 registered with the office of Sub-Registrar under Serial No. BOM/3950 of 1966 and executed by Mangalagauri Dwarkadas, and Pravinchandra Dwarkadas.

6. Indemnity dated 17th October 1966 registered with the office of Sub-Registrar under Serial No. BOM/3949 of 1966 and executed between (1) Pravinchandra Dwarkadas, (2) Dilipkumar Dwarkadas, (3) Mangalagauri Dwarkadas, (4) Jyoti P. Dwarkadas, (5) Haridas Dwarkadas of the One Part and M/s. Duke & Sons Private Limited of the Other Part.

7. Deed of Conveyance dated 17th October 1966 registered with the office of Sub-Registrar under Serial No. R/3948 of 1966 and executed between Mangalagauri Dwarkadas Tribhuvandas & Others of the One Part and M/s. Duke & Sons Pvt. Ltd. of the Other Part.

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WADIA GHANDY & CO.

8. Declaration dated 15th October 1966 registered with the office of Sub-Registrar under Serial No. BOM/3950 of 1966 and executed by Mangalagauri Dwarkadas, and Pravinchandra Dwarkadas.

9. Deed of Mortgage dated 1st January 1970 registered with the office of Sub-Registrar under Serial No. 453 of 1970 and executed between Duke & Sons Private Limited of the One Part and Governor of Maharashtra of the Other Part.

10. Declaration dated 10th December 1970 registered with the office of Sub-Registrar under Serial No. 5230 of 1970 and executed between M/s. Duke & Sons Private Limited of the One Part and Mumbai Municipal Corporation of the Other Part.

11. Deed of Confirmation dated 24th January 2003 registered with the office of Sub-Registrar under Serial No. KRL-1/678 of 2003 and executed by Pepsico.

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१९०/ १५५

ANNEXURE "E"

(Documents referred at paragraph I(2) above)

1. Undertaking dated 17th October 1974 registered with the office of Sub-Registrar under Serial No. BOM/S-3735 of 1974 and executed between Pravinchandra Dwarkadas of the One Part and Mumbai Municipal Corporation of the Other Part.

2. Declaration / Undertaking dated 24th April 2008 registered with the office of Sub-Registrar under Serial No. Kurla-3/2928 & 2229 of 2008 and executed between Reliance Energy Ltd. through authorized signatory J.W. Sawant of the One Part and Mumbai Municipal Corporation of the Other Part.

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ANNEXURE "B"

PART A:

1. Certified True Copy of Order dated 22nd November, 1966 passed by the Delhi High Court in Company Petition No.65 of 1995 connected with Company Application No.366 of 1996.

2. Agreement to Sell dated 18th October, 2016 executed between Pepsico India Holdings Private Limited and Wadhwagroup Holdings Private Limited.

3. Amendment Agreement dated 8th December, 2017 executed between Pepsico India Holdings Private Limited and Wadhwagroup Holdings Private Limited.

4. Sale Deed dated 22nd December 2017 registered with the Office of the Sub-Registrar of Assurances under Serial No.KRL-1-13051 of 2017 executed between Pepsico India Holdings Private Limited, and, Wadhwa & Associates Project Developers LLP.

PART B:

5. Indenture of Conveyance dated 17th October, 1966 registered with the Office of the Sub-Registrar of Assurances under Serial No.BOM-R-3948 of 1966.

6. Order dated 21st March, 1978 bearing reference no. ULC/D-78/IC/GAD/500 issued by the Joint Director of Industries, Ex-Officio Deputy Secretary to Government of the General Administration Department of the Government of Maharashtra.

7. Order dated 3rd April, 2003 bearing reference no. ULC/D-79/2002-2003/IA-586 issued by the Joint Director of Industries (ULC) & Ex-Officio Deputy Secretary of the Urban Development Department of the Government of Maharashtra.

8. Order dated 13th June, 2015 addressed by the Deputy Chief Controller of Explosives of PepsiCo India Holdings Private Limited.

9. Letter dated 1st July, 2015 addressed by the Enforcement Officer, Employees Provident Fund.

10. The following notices / correspondence addressed to statutory authority by PepsiCo India Holdings Private Limited intimating closure of the erstwhile factory undertaking on the Land:

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WADIA GHANDY & CO.

Sr. No.	Addressee	License	Date	Intimation of closure or suspension
1.	BMC	Storage License	16.03.2015	Closure
2.	BMC	Final cancellation for Storage License	18.04.2016	Closure
3.	BMC	Sky Signs and Advertisements License	18.01.2016	Closure
4.	BMC (Assessment Dept.)		20.11.2014	Temporary suspension
5.	BMC (Assessment Dept.)	Final Closure Notice	10.03.2016	Closure
6.	BMC		28.04.2014	Temporary suspension
7.	Central Excise		15.05.2014	Temporary suspension
8.	Labour Dept.		03.05.2014	Suspension
9.	BMC	Factory Permit	22.04.2015	Closure
10.	FSSAI	FSSA License	14.10.2014	Closure
11.	BMC (Health Dept.)		20.11.2014	Temporary suspension
12.	BMC (Health Dept.)	Final Closure Notice	10.03.2016	Closure

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13.	Legal Metrology	Legal Metrology	22.04.2015	Closure
14.	Dept. of Industrial Health & Safety	Factory License	22.04.2015	Closure
15.	MPCB		28.05.2014	Temporary suspension
16.	MPCB	Consent to operate ETP	19.08.2015	Closure
17.	MPCB	ETP / Sludge Disposal	29.09.2015	
18.	Labour Dept.	CLRA	11.06.2015	Closure
19.	BMC (License Dept.)		20.11.2014	Temporary suspension
20.	BMC (License Dept.)	Final Closure Notice	18.01.2016	Closure
21.	Police	Possibility of untoward incident due to aggression of employees opposing alternate employment opportunity, as against VRS	10.10.2014	Suspension

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WADIA GHANDY & CO.

ANNEXURE "C"
(Copies of documents examined by us)

1. Letter dated 15th June, 2017 bearing reference no.LC / NOC / PK.08 / 2017 / Karya-7 / 13622 addressed by the Office of the Commissioner of Labour, Maharashtra State, Mumbai to the MCGM.

2. Letter dated 22nd December 2017 bearing reference no.C/ULC/D-III/S-20/KV-49/Pepsico/2017 addressed by the Collector and Competent Authority (ULC), Mumbai to Pepsico India Holdings Private Limited.

3. Development Plan Remarks dated 22nd September, 2020.

4. Letter dated 9th August 2019 addressed by MCGM to Wadhwa & Associates Project Developers LLP.

5. IOD dated 5th January 2019 and subsequent IOD dated 26th November, 2020 issued by the MCGM to Wadhwa & Associates Project Developers LLP.

6. C.C. dated 1st February, 2019 issued by the MCGM to Wadhwa & Associates Project Developers LLP.

7. Letter dated 29th August 2017 issued by the Airports Authority of India, Western Region.

8. Fire NOC dated 26th September 2019 issued by Mumbai Fire Brigade of the MCGM.

9. Letter dated 5th March 2020 issued by the Solid Waste Management Department of the MCGM.

10. P.R. Card dated 23rd January 2019, in respect of C.T.S. No.653/5.

11. P.R. Card dated 23rd January 2019, in respect of C.T.S. No.660.

12. P.R. Card dated 23rd January 2019, in respect of C.T.S. No. 659A.

13. Mortgage Deed dated 8th January 2018 registered with the Office of the Sub Registrar of Assurances under Serial No. KRL-2-307-2018 executed between Wadhwa & Associates Project Developers LLP, and, Piramal Trusteeship Services Private Limited.

14. Certificate of Incorporation dated 17th December, 2020 issued by the Deputy Registrar of Companies of the Ministry of Corporate Affairs of the Govt. of India.

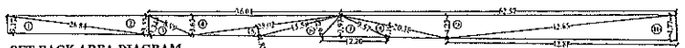
15. E-Memorandum of Association of Wadhwa & Associates Project Developers Private Limited,

16. E-Articles of Association of Wadhwa & Associates Project Developers Private Limited.

17. Consent letters issued by all the partners of Wadhwa & Associates Project Developers LLP for the conversion to a private limited company known as Wadhwa & Associates Project Developers Private Limited.

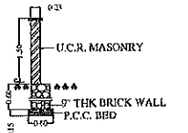
18. Resolution dated 30th November, 2020 passed by all the partners of Wadhwa & Associates Project Developers LLP for conversion to a private limited company known as Wadhwa & Associates Project Developers Private Limited.

19. Public notice dated 28th November, 2020 published by Wadhwa & Associates Project Developers LLP in Form No.URC-2 giving notice of the intended conversion and registration of under Section 374(4) of the Companies Act, 2013 and Rule 4(1) of the Companies (Authorised to Register) Rules, 2014.

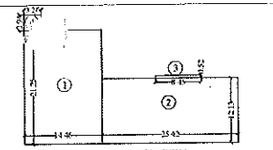


SET BACK AREA DIAGRAM
SCALE = 1:500

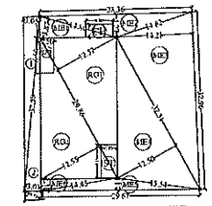
SET-BACK AREA CALCULATION								
ADDITION (A)								
1	26.84	X	3.17	X	0.50	=	42.54	sq.m
2	26.84	X	3.53	X	0.50	=	47.37	sq.m
3	9.99	X	3.04	X	0.50	=	15.01	sq.m
4	38.01	X	3.63	X	0.50	=	65.36	sq.m
5	28.02	X	1.63	X	0.50	=	22.84	sq.m
6	15.58	X	2.94	X	0.50	=	22.90	sq.m
7	12.20	X	3.97	X	0.50	=	24.22	sq.m
8	20.38	X	2.19	X	0.50	=	22.32	sq.m
9	62.57	X	4.23	X	0.50	=	132.34	sq.m
10	42.68	X	4.77	X	0.50	=	102.23	sq.m
TOTAL						=	499.93	sq.m



COMPOUND WALL SECTION



(R.G.) AREA DIAGRAM (ON PODIUM)
SCALE = 1:500



(R.G.) AREA DIAGRAM (ON GROUND)
SCALE = 1:500

FARKING STATEMENT		
COMMERCIAL PARKING STATEMENT (A)		
USER (SHOP)	PARKING FORMULA AS PER D.C.RULES	PARKING REQUIREMENT
CARPET AREA 2616.93 SQ.M	1 PARKING FOR EVERY 80 SQ.MT. UPTO 2000 SQ.MT.	30
	1 PARKING FOR EVERY 60 SQ.MT. FOR EXCESS OF 2000 SQ.MT. FLR. AREA	33.05
TOTAL		63.05
10% FOR VISITORS PARKING		6.30
GRAND TOTAL PARKING		69.35
TOTAL PARKING REQUIRED		70
SAY (C)		70
COMMERCIAL PARKING STATEMENT (B)		
USER (OFFICE)	PARKING FORMULA AS PER D.C.RULES	PARKING REQUIREMENT
CARPET AREA 1926.80 SQ.M	1 PARKING FOR EVERY 27.500 SQ.MT. UPTO 30000 SQ.MT.	40
	1 PARKING FOR EVERY 35 SQ.MT. FOR EXCESS OF 30000 SQ.MT. FLR. AREA	251.00
TOTAL		291.00
10% FOR VISITORS PARKING		29.10
GRAND TOTAL PARKING		320.10
TOTAL PARKING REQUIRED		321.10
SAY (D)		321
COMMERCIAL PARKING STATEMENT (C)		
USER (RESTAURANT)	PARKING FORMULA AS PER D.C.RULES	PARKING REQUIREMENT
AREA 2241.30 SQ.M	1 Car space for vehicle per 2000 sq.m. or Part	330.91
TOTAL		6.00
TOTAL PARKING REQUIRED (transport Vehicle)		6.00
SAY (E)		6
TOTAL PROPOSED PARKING FOR VEHICLE SPACES		6

BUILT UP AREA SUMMARY (COMM.) WING-A			
FLOOR	BUILT UP AREA	STAIRCASE AREA IN SQ.MT	
BASEMENT	-	SQ.MT.	
GROUND FLOOR	2126.80	390.24	"
1st RETAIL FLOOR	2095.19	214.18	"
2nd PODIUM FLOOR	-	-	"
3rd PODIUM FLOOR	-	-	"
4th (OFFICE LVL) FLOOR	2078.43	192.03	"
5th (OFFICE LVL) FLOOR	2057.92	192.53	"
6th (OFFICE LVL) FLOOR	2056.02	192.51	"
7th (OFFICE LVL) FLOOR	2057.92	192.53	"
8th (OFFICE LVL) FLOOR	2056.02	192.51	"
9th (OFFICE LVL) FLOOR	2057.92	192.53	"
10th (OFFICE LVL) FLOOR	2056.02	192.51	"
11th (OFFICE LVL) FLOOR	2057.92	192.53	"
12th (OFFICE LVL) FLOOR	2120.71	192.51	"
13th (OFFICE LVL) FLOOR	2121.80	192.51	"
14th (OFFICE LVL) FLOOR	2120.71	192.51	"
TOTAL	27063.54	2732.43	SQ.MT.
TOTAL BUILT-UP AREA	29795.97		SQ.MT.

BUILT UP AREA SUMMARY (RESI.) WING-B			
FLOOR	BUILT UP AREA	STAIRCASE AREA IN SQ.MT	
BASEMENT	-	SQ.MT.	
GROUND FLOOR	436.01	177.46	"
1ST FLOOR	357.05	126.27	"
2nd FLOOR	388.27	126.25	"
3rd FLOOR	388.27	126.25	"
4th FLOOR	388.30	127.18	"
5th FLOOR	388.30	127.18	"
6th FLOOR	424.91	127.19	"
7th FLOOR	597.46	127.20	"
8th FLOOR	438.67	128.09	"
9th FLOOR	597.46	127.28	"
10th FLOOR	597.46	127.28	"
11th FLOOR	597.46	127.28	"
12th FLOOR	597.46	127.28	"
13th FLOOR	597.46	127.28	"
14th FLOOR	597.46	127.28	"
15th FLOOR	550.20	120.47	"
16th FLOOR	597.46	127.20	"
TOTAL	8149.26	2213.47	SQ.MT.

FITNESS CENTER PURPOSE AREA STATEMENT		
REY BUILT UP AREA (A)	8149.26	SQ.MT.
REQUIRED 20% OF (A)	162.99	SQ.MT.
PROVIDED FITNESS CENTER AREA	162.97	SQ.MT.
EXCESS AREA	0.02	SQ.MT.
PROPOSED BUILT UP AREA	8148.26	SQ.MT.

BUILT UP AREA SUMMARY			
FLOOR	BUILT UP AREA	STAIRCASE AREA IN SQ.MT	
WING -A	27063.54	2732.43	SQ.MT.
WING -B	8149.26	2213.47	SQ.MT.
TOTAL	35212.80	4945.90	SQ.MT.

PROFORMA -A

1/20

PROFORMA-A				
S.No		Particulars		Sqm
1		Gross Plot Area (As per Survey)		9,323.11
		Gross Plot Area (As per F.S)		6,511.01
	1	(-) Encumbrance		-
		Portion of Nullah		-
		(-) Widening Land		373.33
		(-) Area under reservation Road any		-
		Net Plot Area		9,023.10
2		Deduction For		
	A	Proportion of Road Area		
	1	Road Setback Residual Over		-
	2	Proposed Road to be handed over		499.93
	3	Reserve Plots to be handed over		-
		Total Deduction		499.93
	B	Net Amenity area		
	1	ADDI to be handed Over as per 34(4)	-	-
	2	ADDI to be handed Over as per 34(5)	10%	90.23
	3	ADDI to be handed Over as per 34(6)	-	-
	4	ADDI to be handed Over as per 38		-
	5	ADDI Free Hold		90.23
		Total		90.23
	C	Deduction For Reserve Plot (A) Tenement		
	1	Reserve Plot proposed (B) FSI as per Earlier Regulations		
3		Total Deduction		1,090.23
4		Balance Area Of Plot		8,132.71
5		Plot Area Under Development		8,132.71
6		Permissible Area	Commercial / Residential	Total
		1 Zone Basic	1.00 / 5,693.10 / 2,432.61	8,125.71
		2 (-) Premium FSI	0.50 / 2,846.55 / 1,216.31	4,062.86
		3 TDR	1.00 / 5,693.10 / 2,432.61	8,125.71
		4 Additional FSI as per Clause 38 (V2)	2.50 / 14,232.00 / -	14,232.00
		5 ROS FSI	- / - / -	-
7		Total Permissible Building area	34,277.94 / 6,074.53	34,571.48
8		AREA OF TEMPORARY STRUCTURE ON SITE	-	-
9		PROPOSED PLOT AREA		-
10		TOTAL BUILT UP AREA (TOTAL BUILT UP AREA)	- / 6,074.53	6,074.53
10A		NON - RESIDENTIAL BUILT UP AREA	14,147.27 / -	20,147.27
11		FECESS BUILT UP AREA EXCLUDED FLOOR SPACE INDEX	-	-
12		TOTAL BUILT UP AREA (TOTAL)	20,147.27 / 6,074.53	26,221.80
13		FSI CONSUMED ON NET TENEMENT		-
B		EXTRA BASE FSI AWARDED AS PER DCPR 33(10)		
1		PERMISSIBLE BUILT UP AREA COMPONENT FOR COSTO	- / 2,112.27	2,112.27
2		PERMISSIBLE BUILT UP AREA COMPONENT PROPOSED	7,034.17 / -	7,034.17
3		TOTAL PERMISSIBLE BUILT UP AREA (TOTAL) (B1+B2)	7,034.17 / 2,112.27	9,112.53
4		TOTAL GROSS BUILT UP AREA (PROPOSED) (A+B3)	27,013.51 / 8,186.26	35,212.80
C		BENEFIT STATEMENT		
1		PROPOSED AREA	27,212.80	
2		HIGHEST MORE FSI AREA	2,102.53	
3		AREA AVAILABLE FOR TENEMENTS	9,113.26	
4		TENEMENT PER ACRE (PROPOSED)	74.72	
5		PERMISSIBLE TENEMENTS	61	
6		TENEMENTS EXISTING	0	
7		TOTAL TENEMENT	61	
D		PARKING STATEMENT		
1		PARK REQ. BY RULE	613	
2		PARK REQ. BY RULE		
3		CONTROL PARKING PROPOSED		
4		TOTAL PARK PROVIDED	650	
E		HANDICAPPED CHARGE PARKING	6	

PROFORMA -B

CONTENTS OF SHEET

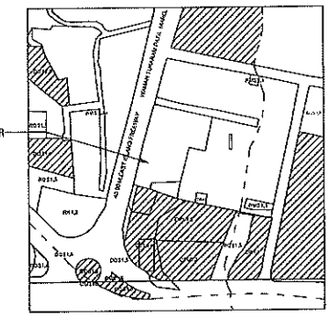
BLOCK PLAN, LOCATION PLAN, PLOT AREA, SET BACK AREA , R.G. AREA DIAGRAM & AREA CALCULATION, PARKING AREA STATEMENT, GROUND FLOOR PLAN, AREA SUMMARY STATEMENT

STAMP OF DATE OF APPROVAL OF PLAN

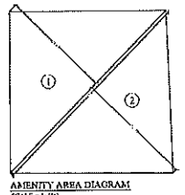
PART OCCUPATION OF BASEMENT + STILT + 1st TO 15th LITTER FLOORS OF RESIDENTIAL WING-B AREA AND SUBJECT TO CONDITIONS MENTIONED IN THIS OFFICE LETTER NO. CHE/ES/1155/DP/VE/337(NEW)

Tushar Vitthal rao Ugale	Nanasaheb Ramsing Kenjale	Bajirao Lahu Patil
S.E.(B.P.) M-III	A.E.(B.P.) M-WARD	E.E. (B.P.) ES-I

STAMP OF DATE OF RECEIPT OF PLAN



LOCATION PLAN
SCALE = 1:1000



AMENITY AREA DIAGRAM
SCALE = 1:500

AMENITY AREA CALCULATION								
ADDITIONS (A)								
1	42.01	X	21.01	X	0.50	=	441.37	SQ.MT.
2	42.03	X	21.99	X	0.50	=	462.02	SQ.MT.
TOTAL						=	903.39	SQ.MT.
AMENITY AREA STATEMENT								
REQUIRED 10% AMENITY AREA (9032.10 X 10%)						=	903.21	SQ.MT.
PROPOSED AMENITY AREA						=	903.39	SQ.MT.

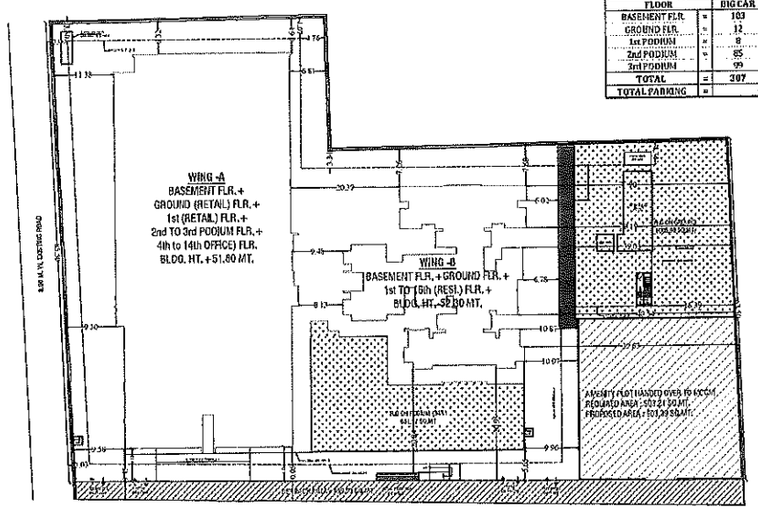
OFFICE CARPET AREA	
FLOOR	AREA
4th FLOOR	1924.65
5th FLOOR	1924.65
6th FLOOR	1924.65
7th FLOOR	1924.65
8th FLOOR	1924.65
9th FLOOR	1924.65
10th FLOOR	1924.65
11th FLOOR	1924.65
12th FLOOR	1924.65
13th FLOOR	1924.65
14th FLOOR	1924.65
TOTAL	26954.08

ADDI. CARPET AREA	
FLOOR	AREA
GROUND FLOOR	1656.1
1st FLOOR	1520.20
TOTAL	3176.30

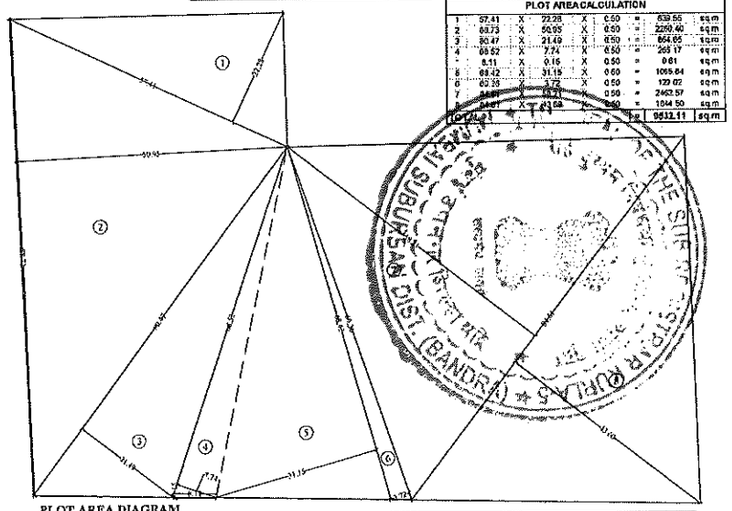
DRC No.	Deducted (sq.m.)	Utilised (sq.m.)
SRA/1417/LAND dated 14.05.2021	1120.00	1603.21
RES/0002/2021 dated 15.06.2021	4724.28	6343.97
Total	5844.28	7947.18

Provisions of Flts in RC Flats	
Required	Provided
20% of Basic FSI used for Residential Development as per Note (8) of Reg 14(B) (12341.61 sq.m. x 20% = 487.72 sq.m.)	9 Flats having carpet area 49.09 sq.m. and BUA of 55.40 sq.m. each 55.40 sq.m. x 9 = 498.60 sq.m.

PROPOSED PARKING STATEMENT			
FLOOR		BIG CAR	SMALL CAR
BASEMENT FLR.	=	103	147
GROUND FLR.	=	13	4
1st PODIUM	=	8	2
2nd PODIUM	=	85	98
3rd PODIUM		99	92
TOTAL	=	307	343
TOTAL PARKING	=	650	



BLOCK PLAN
SCALE = 1:500



PLOT AREA DIAGRAM
SCALE = 1:500

PLOT AREA CALCULATION								
1	57.41	X	22.28	X	0.50	=	639.56	sq.m
2	60.73	X	50.95	X	0.50	=	2210.40	sq.m
3	50.47	X	21.49	X	0.50	=	542.65	sq.m
4	08.62	X	7.74	X	0.50	=	265.17	sq.m
5	8.11	X	0.15	X	0.50	=	0.61	sq.m
6	08.42	X	31.19	X	0.60	=	1055.84	sq.m
7	08.35	X	3.72	X	0.50	=	120.02	sq.m
8	[illegible]	X	[illegible]	X	0.50	=	2463.57	sq.m
9	[illegible]	X	43.58	X	0.50	=	1094.50	sq.m
TOTAL						=	9512.11	sq.m

PART OCC AREA WITH PARKING SHOWN AS

CERTIFICATE OF AREA

Certified That The Plot Under Reference Is Got Surveyed Through Surveying Agency To Ascertain The Correctness Of The Area Mentioned In The Property Card Its Said Survey Has Been Carried Out On The Area Of The Boundaries Of The Property Shown By The Owner. The Said Area As Per Survey Here Works Out To 9512.33 Sq.mts.

SIGNATURE OF LICENSED SURVEYOR (L.S)

DESCRIPTION OF PROPOSAL & PROPERTY

PROPOSED COMMERCIAL / RESIDENTIAL BUILDING ON PLOT BEARING C.T.S. NO. 1232, 1234(PT) & 1160 (PT) OF VILLAGE SONLE AT VIKHROLI, WARD, CHEMBUR, MUMBAI-400088.

NORTH	JOB. NO.	DRG. NO.	DRAWN BY
	-	01/25	Vikram
	SCALE	DATE	CHECKED BY
	1:500	19.01.2026	

REVISIONS	DESCRIPTIONS
R-0	

NAME & ADDRESS OF DESIGN ARCHITECT

KAPADIA ASSOCIATES
architecture . urban design
115-116 Peninsula Centre, Dr. S.S. Rao Road, Off Ambedkar Road, Parel East, Mumbai 400012

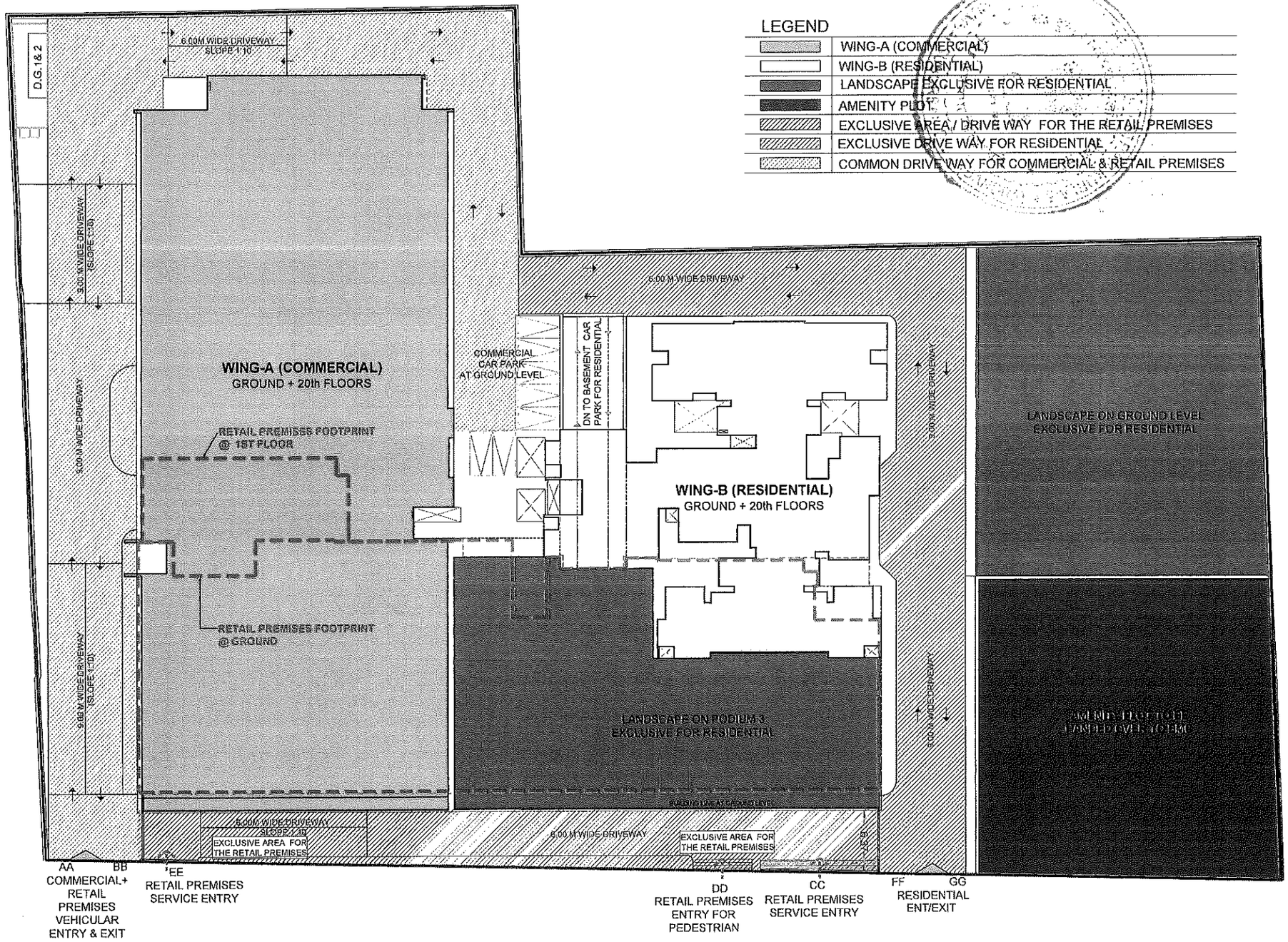
NAME OF THE OWNER — SIGNATURE

WADHWA & ASSOCIATES PROJECT DEVELOPERS PVT LTD — Nadira, Amarjit, Mohit

NAME & ADDRESS OF LICENSED SURVEYOR (L.S) — SIGNATURE

SPACEAGE CONSULTANTS — B-105, Hakraj Building, Mulund Goregaon Link Road, Mulund (w), Mumbai | 400 080

ANNEXURE - 3


LEGEND
WING-A (COMMERCIAL)
WING-B (RESIDENTIAL)
LANDSCAPE EXCLUSIVE FOR RESIDENTIAL
AMENITY PLOT
EXCLUSIVE AREA / DRIVE WAY FOR THE RETAIL PREMISES
EXCLUSIVE DRIVE WAY FOR RESIDENTIAL
COMMON DRIVE WAY FOR COMMERCIAL & RETAIL PREMISES
6.00M WIDE DRIVEWAY SLOPE 1:10
D.G.1&2
3.00 M WIDE DRIVEWAY SLOPE 1:10
9.00 M WIDE DRIVEWAY
9.00 M WIDE DRIVEWAY SLOPE 1:10
WING-A (COMMERCIAL)
GROUND + 20th FLOORS
RETAIL PREMISES FOOTPRINT @ 1ST FLOOR
RETAIL PREMISES FOOTPRINT @ GROUND
COMMERCIAL CAR PARK AT GROUND LEVEL
DN TO BASEMENT CAR PARK FOR RESIDENTIAL
6.00 M WIDE DRIVEWAY
WING-B (RESIDENTIAL)
GROUND + 20th FLOORS
3.00 M WIDE DRIVEWAY
LANDSCAPE ON GROUND LEVEL EXCLUSIVE FOR RESIDENTIAL
LANDSCAPE ON PODIUM 3 EXCLUSIVE FOR RESIDENTIAL
AMENITY PLOT (GF LANDSCAPE LEVEL 10 FMC)
6.00M WIDE DRIVEWAY SLOPE 1:10
EXCLUSIVE AREA FOR THE RETAIL PREMISES
6.00 M WIDE DRIVEWAY
EXCLUSIVE AREA FOR THE RETAIL PREMISES
AA
BB
COMMERCIAL+ RETAIL PREMISES VEHICULAR ENTRY & EXIT
EE
RETAIL PREMISES SERVICE ENTRY
DD
RETAIL PREMISES ENTRY FOR PEDESTRIAN
CC
RETAIL PREMISES SERVICE ENTRY
FF
GG
RESIDENTIAL ENT/EXIT
40.00 M WIDE WAY TUKARAM PATIL MARG
LAYOUT PLAN
N

ANNEXURE - 4

ANNEXURE-5

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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 : **P51800027849**

Project: ***Dukes Horizon****, Plot Bearing / CTS / Survey / Final Plot No.:****653/5 659/A P/ 660 PTat Kurla, Kurla, Mumbai Suburban, 400098;***

1. **Wadhwa & Associates Project Developers Private Limited** having its registered office / principal place of business at *Tehsil:* ***Kurla****, District:* ***Mumbai Suburban****, Pin:* ***400098****.*
2. This registration is granted subject to the following conditions, namely:-
   - The promoter shall enter into an agreement for sale with the allottees;
   - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
   - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;
     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 **08/01/2021** and ending with **31/12/2025** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
   - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
   - That the promoter shall take all the pending approvals from the competent authorities
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid
Digitally Signed by
Dr. Vasant Premanand Prabhu
(Secretary, MahaRERA)
Date:08-01-2021 09:27:22

Dated: **08/01/2021**
Place: **Mumbai**

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

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ANNEXURE-6

C - 3

MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No CHE/ES/3565/M/E/337(NEW)

COMMENCEMENT CERTIFICATE

To,
M/S. WADHWA AND ASSOCIATES PROJECT
DEVELOPERS LLP,
301, Platina C-59, G- Block, BKC, Bandra East,
Mumbai-400098.

Sir,

With reference to your application No. **CHE/ES/3565/M/E/337(NEW)** Dated. **12/12/2018** for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no 337 (New) dated **12/12/2018** of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. - C.T.S. No. **653/5, 659A(Pt.) & 660(Pt.)** Division / Village / Town Planning Scheme No. **BORLA-E** situated at **36.60 Mtr. D.P. Road** Road / Street in **M/E Ward** Ward .

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

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

The Municipal Commissioner has appointed Shri. **Executive Engineer BP ES1** Executive Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

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9201 9yy

This CC is valid upto 31/1/2020

Issue On : 01 Feb 2019 Valid Upto : 31 Jan 2020

Application Number :

Remark :

CC up to plinth as per Zero FSI IOD approved plans dated 5.1.2019 is granted as proposed.

Approved By

Issue On : 01 Apr 2021 Valid Upto : 31 Mar 2022

Application Number : CHE/ES/3565/M/E/337(NEW)/FCC/1/New

Remark :

C.C. Re-endorsed up to plinth (i.e. top of Basement) as per the amended approved plans dated 26.11.2020

Approved By

Executive Engineer BP ES-I

Executive Engineer

Issue On : 06 May 2021 Valid Upto : 05 May 2022

Application Number : CHE/ES/3565/M/E/337(NEW)/FCC/1/Amend

Remark :

Further C.C. up to top of 3rd (pt.) Floor (PARKING LEVEL-2) for Wing 'A' as marked on plan and up to top of 3rd Floor for Wing 'B', as per last approved plans dated 26.11.2020 and as per approved Phase Programme dated 30.04.2021.

Approved By

Assistant Engineer Bldg Proposal M ward

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Assistant Engineer (BP)

Issue On : 03 Nov 2021 Valid Upto : 02 Nov 2022

Application Number : CHE/ES/3565/M/E/337(NEW)/FCC/2/Amend

Remark :

Further CC up to top of 9th upper floor for Wing 'A' & Full C.C. up to top of 16th upper floor + LMR + OHT for wing B as per approved plans dated 18.08.2021

Approved By

Assistant Engineer Bldg Proposal M ward (i/c)

Assistant Engineer (BP)

Issue On : 05 Dec 2022 Valid Upto : 31 Jan 2023

Application Number : CHE/ES/3565/M/E/337(NEW)/FCC/3/Amend

Remark :

As Proposed, Full CC up to top of 14th upper floor + LMR/OHT for Wing 'A' & Full C.C. re endorsed up to top of 16th upper floor + LMR/OHT for wing B as per last approved plans dated 15.11.2022 is granted.

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Digitally signed by Nanasaheb Ramang Kerale
Date: 05 Dec 2022 16:45:39
Organization : Brihanmumbai Municipal Corporation
Designation : Assistant Engineer(BP)

For and on behalf of Local Authority
Municipal Corporation of Greater Mumbai

Assistant Engineer . Building Proposal

Eastern Suburb M/E Ward Ward

Cc to :
1. Architect.
2. Collector Mumbai Suburban /Mumbai District.

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ANNEXURE-6

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CHE/ES/3565/M/E/337(NEW)

346

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

Form ----------

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MUNICIPAL CORPORATION OF GREATER MUMBAI

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

No. CHE/ES/3565/M/E/337(NEW)DT.26.11.2020

MEMORANDUM

Municipal Office,
Mumbai

To,
WADHWA AND ASSOCIATES PROJECT DEVELOPERS LLP
301,Platina C-59,G-Block,BKC,
Bandra (East),
Mumbai-400098.

With reference to your Notice 337 (New), letter No. 3850 dated. 12/12/2018 and the plans, Sections Specifications and description and further particulars and details of your buildings at Proposed Development, C.T.S. No. 653/5, 659A(pt.) & 660(pt.) of Village Borla at W.T. Patil Marg, Chembur, Mumbai-400088. furnished to me under your letter, dated 26/10/2020 I have to inform you that, I cannot approve of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Mumbai Municipal Corporation Act as amended up to-date, my disapproval by reasons thereof :-

A: CONDITIONS TO BE COMPILED WITH BEFORE STARTING THE WORK.

1. That construction area shall exceed 20,000 smt. without obtaining NOC from MOEF.
2. That the certificate to the effect that the licensed surveyor has effectively supervised the work and has carried out tests for checking leakages through sanitary blocks, termites, fixtures, joints in drainage pipes etc. and that the workmanship is found very satisfactory shall not be submitted.
3. That the Janata Insurance Policy shall not be submitted.
4. That the requisitions of clause 49 & 50 of DCPR- 2034 shall not be complied with and records of quality of work, verification report, etc. shall not be maintained on site till completion of the entire work.
5. That the bore well shall not be constructed in consultation with H.E.
6. That the work shall not be carried out only between 6.00 am to 10.00 pm as per circular u/no Ch.E./DP/7749/Gen at 07.06.2016
7. That the Board shall not be displayed showing details of proposed work, name of owner, developer, architect, R.C.C. consultant etc.

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8. That the necessary deposit hording or the flex of size 1.5m to 1.5m for the advertisement of proposal shall not be made by you.
9. That the prerequisites as per EODB Manuals are not submitted.
10. That the NOC from S.W.M. Department shall not be obtained in view of order of Hon'ble Supreme Court of India dated 15/03/2018(SLP Civil NoD-23708of 2017), for disposal of C & D waste & accordingly the Bank Guarantee is not submitted to MCGM.
11. That the feasibility of providing the basement from Geologist on the plot under reference shall not be submitted.
12. That the developer / owner shall not demolish the structure/ building proposed to be demolished by following the guidelines proposed in the IS Code 4130:1991 amended upto date in respect of demolition of building-code of safety and not under the supervision of approved structural engineer duly registered with MCGM.
13. That the extra water & sewerage charges shall not be paid to A.E. Water works "M" ward before C.C
14. That the balance pre-requisites as per EODB shall not be complied with.
15. That the mobile toilet shall not be provided on site to keep proper sanitation as per CircularU/No.CHE/DP/27391/Gen dated 07/01/2019.
16. That the compound wall shall not be submitted as per DCPR-2034
17. That the demarcation from A.E Survey for all Reservations / Road/ Amenity shall not be submitted.
18. That the ULC NOC shall not be submitted.
19. That the status of road from AE (Maint) of M/E Ward is not submitted.
20. That the 50% LOS (layout open spaces) shall not be planted as per MIYAWAKI plantation pattern.

C: CONDITIONS TO BE COMPILED BEFORE FURTHER C.C

1. That the plinth/stilt height shall not be got checked by this office staff.
2. That the remarks from competent authority regarding the Flamingo notification applicability to be obtained before proceeding work beyond 20,000Sq.Mt. shall not be submitted .
3. All the payments as intimated by various departments of MCGM shall not be paid.
4. That the amended Remarks of concerned authorities / empanelled consultants for the approved plan, if differing from the plans submitted for remarks ,shall not be submitted for :a) S.W.D. b)Parking c)Roads. d)Sewerage. e)Water Works. f)Fire Fighting Provisions. g) Mechanical Ventilation. h) Tree authority. i)Hydraulic Engineer. j)PCO. k)NOC from Electric Supply Company.
5. That set back land / or amenity (**area not less then 888.93 sq.mt as per reg. 14B of DCPR-2034 and as per I to R/C permission issued U/No. Dy.Ch.E./B.P./4052/E.S.dt.09.08.2019)**, free of any encumbrances alongwith compound wall, gate shall not be handed over to and possession receipt shall not be submitted from Assistant commissioner of the ward.
6. That in the event setback and /or reservation/ or Amenity (as per reg. 14B of DCPR-2034) is not handed over then at FCC , area equivalent to the area of Setback and /or reservation shall not be restricted till such area is handed over.

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7. That the Material testing report shall not be submitted.
8. That the quarterly progress report of the work will not be submitted by the Architect
9. That the application for separate P.R.C. in the name of M.C.G.M. for road set back / D.P.Road/reservation/ Amenity in the layout shall not be submitted.
10. That the NOC from Civil Aviation Department will not be obtained for the proposed height of the building.

D: GENERAL CONDITIONS TO BE COMPILED BEFORE O.C

1. That the dust bin will not be provided.
2. That 3.00 mt. wide paved pathway upto staircase will not be provided.
3. That the open spaces as per approval, parking spaces and terrace will not be kept open.
4. That the construction of layout road or access roads/ development of setback land will not be done and the access and setback land will not be developed accordingly including providing street lights and S.W.D. only if additional FSI is being claimed.
5. That the name plate/board showing Plot No., Name of the Bldg. etc. will not be displayed at a prominent place.
6. That carriage entrance shall not be provided as per design of registered structural engineer and carriage entrance fee shall not be paid.
7. That terraces, sanitary blocks, nahanis in kitchen will not be made Water proof and same will not be provided by method of pounding and all sanitary connections will not be leak proof and smoke test will not be done in presence of licensed plumber.
8. That final N.O.C. from concerned authorities / empanelled consultants for a)S.W.D. b) Parking. c)Roads. d)Sewerage. e)Water Works. f)CFO / Fire Fighting Provisions. g) Mechanical Ventilation. h)Tree authority. i) Hydraulic Engineer j) Assessment dept. shall not be submitted before occupation.
11. That Structural Engineer's laminated final Stability Certificate along with up to date License copy and R.C.C. design plan shall not be submitted.
12. That the separate vertical drain pipe, soil pipe, with a separate gully trap, water main, O.H. Tank, etc. for Maternity Home/Nursing Home, user will not be provided and that drainage system or the residential part of the building will not be affected if applicable.
13. That the construction of D.P. road and development of setback land will not be done including providing street lights and S.W.D.
14. That Site Supervisor certificate for quality of work and completion of the work shall not be submitted in prescribed format.
15. That the Vermiculture bins for disposal of wet waste as per the design and specification of Organization / individual specialized in this field, as per the list furnished by Solid Waste Management Department of MCGM, shall not be provided to the satisfaction of municipal commissioner.
16. That the top most elevation of the building is not certified by Airport Authority of India /GVK mentioning that the Average Mean Sea Level of the Building is within the permissible limits of Civil Aviation N.O.C.

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17. That the dry and wet garbage shall not be separated and the wet garbage generated in the building shall not be treated separately on the same plot by residents /occupants of the building in the jurisdiction of MCGM. Necessary condition in sale agreement with prospective buyer shall not be incorporated to that effect by the Developer / Owner.
18. That the sample copy of sale agreement is not submitted.
19. That the water proofing certificate shall not be submitted
20. That the PRC of setback land / amenity (area not less then 888.93 U/No. Dy.Ch.E./B.P./4052/E.S.dt.09.08.2019) in MCGM's name shall not be submitted.
21. That the water from Rain Water Harvesting system is not used for Toilet flushing purposes and certificate from empanelled consultant is not submitted to this office.
22. That the conditions as stipulated in I to R/C approval issued u/no. Dy.Ch.E./B.P./4052/E.S.dt.09.08.2019 shall not be complied with.
23. That the completion certificate from EE(mech)EI(P&D)for provision of artificial light, ventilation/ AHU shall not be submitted.
24. That final plans shall not be submitted along with Notice of Completion of work u/sec. 353 A of M.M.C. Act 1888 for work completed on site.

( ) That proper gutters and down pipes are not intended to be put to prevent water dropping from the leaves of the roof on the public street.
( ) That the drainage work generally is not intended to be executed in accordance with the Municipal requirements.

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

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

Bajirao Lahu Patil

Executive Engineer, Building Proposals,
Zone, Wards.

SPECIAL INSTRUCTIONS

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

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

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a) Not less than, 2 feet (60 cms.) above the center of the adjoining street at the nearest point at which the drain from such building can be connected with the sewer than existing or thereafter to be- laid in such street
b) Not less than 2 feet (60 cms.) Above every portion of the ground within 5 feet (160 cms.)-of such building.
c) Not less than 92 ft. ([!Town Hall]) above Town Hall Datum.

4. Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion or occupation is detected by the Assessor and Collector's Department.
5. Your attention if further drawn to the provision of Section 353-A about the necessary of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to grant a permission before occupation and to leavy penalty for non-compliance under Section 471 if necessary.
6. Proposed date of commencement of work should be communicated as per requirements of Section 347 (1) (aa) of the Bombay Municipal Corporation Act.
7. One more copy of the block plan should be submitted for the Collector, Mumbai Suburbs District.
8. Necessary permission for Non-agricultural use of the land shall be obtained from the Collector Mumbai Suburban District before the work is started. The Non-agricultural assessment shall be paid at the site that may be fixed by the Collector,under the Land Revenue Code and Rules there under.

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

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CHE/ES/3565/M/E/337(NEW)

No. CHE/ES/3565/M/E/337(NEW)

NOTES

The work should not be started unless objections are complied with

1) A certified set of latest approved plans shall be displayed on site at the time of commencement the work and during the progress of the construction work.
2) Temporary permission on payment of deposit should be obtained any shed to house and store for construction purpose, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and certificate signed by Architect submitted along with the building completion certificate.
3) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site workers, before starting the work.
4) Water connection for constructional purpose will not be given until the hoarding is constructed and application made to the Ward Officer with the required deposit for the construction of carriage entrance,over the road side drain.
5) The owners shall intimate the Hydraulic Engineer or his representative in Wards at least 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presume that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
6) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks metal, sand preps debris, etc. should not be deposited over footpaths or public street by the owner/ architect /their contractors, etc without obtaining prior permission from the Ward Officer of the area.
7) The work should not be started unless the manner in obviating all the objection is approved by this department.
8) No work should be started unless the structural design is approved.
9) The work above plinth should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces & dimension.
10) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road an footpath.
11) All the terms and condition of the approved layout /sub-division under No. of should be adhered to and complied with.
12) No Building /Drainage Completion Certificate will be accepted non water connection granted (except for the construction purpose) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay Municipal Corporation Act and as per the terms and conditions for sanction to the layout.
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 Municipal

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Commissioner including asphalting lighting and drainage before submission of the Building Completion Certificate.

15) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.

16) The surrounding open spaces around the building should be consolidated in Concrete having broke glass pieces at the rate of 12.5 cubic meters per 10 sq. meters below payment.

17) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.

18) No work should be started unless the existing structures proposed to be demolished are demolished.

19) The Intimation of Disapproval is given exclusively for the purpose of enabling you to proceeds further with
the arrangements of obtaining No Objection Certificate from the Housing Commissioner under Section 13
(h) (H) of the Rent Act and in the event f your proceeding with the work either without an intimation about
commencing the work under Section 347(1) (aa) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act 1966, (12 of the Town Planning Act), will be with drawn.

20) If it is proposed to demolish the existing structures be negotiations with the tenant, under the circumstances, the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following:-

- i. Specific plans in respect of evicting or rehousing the existing tenants on hour stating their number and the areas in occupation of each.
- ii. ii. Specifically signed agreement between you and the existing tenants that they are willing to avail or the alternative accommodation in the proposed structure at standard rent.
- iii. Plans showing the phased programme of constructions has to be duly approved by this 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.

22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first starting the work.

23) In case of additional floor no work should be start or during monsoon which will same arise water leakage and consequent nuisance to the tenants staying on the floor below.

24) The bottom of the over head storage work above the finished level of the terrace shall not be less than 1.20 Mt.and not more than 1.80 mt.

25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained.

26) It is to be understood that the foundations must be excavated down to hard soil.

27) The positions of the nahanis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.

28) The water arrangement nut be carried out in strict accordance with the Municipal requirements.

29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Corporation Act.

30) All gully traps and open channel drains shall be provided with right fitting mosquito proof made of wrought iron plates or hinges. The manholes of all cisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on highly serving the purpose of lock and the warning pipes of the rabbet pretested with screw or dome shape pieces (like a garden mari rose) with copper pipes with perfections each not exceeding1.5 mm in diameter. The cistern shall be made easily, safely and permanently accessible be providing a firmly fixed iron ladder, the upper ends of the ladder should be earmarked and extended 40 cms above the top where they are to be fixed as its lower ends in cement concrete blocks.

31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall.

32) a Louvres should be provided as required by Bye0law No. 5 (b)
b Lintels or Arches should be provided over Door and Windows opening
c The drains should be laid as require under Section 234-1(a)
d The inspection chamber should be plastered inside and outside.

33) If the proposed additional is intended to be carried out on old foundations and structures, you will do so as your own risk.

UGALE TUSHAR VITTHALRAO

Digitally signed by UGALE TUSHAR VITTHALRAO
Date: 2020.11.25 17:11:15 +05'30'

SE(BP)M-III

sinkar mahesh balkrishna

Digitally signed by sinkar mahesh balkrishna
DN: c=IN, o=Personal, postalCode=400101, st=MAHARASHTRA, serialNumber=eb7060dc4b80306 52cebb3f9f0942bc47306cf9e52507 460f52256f82cff1547967, cn=sinkar mahesh balkrishna
Date: 2020.11.25 14:48:05 +05'30'

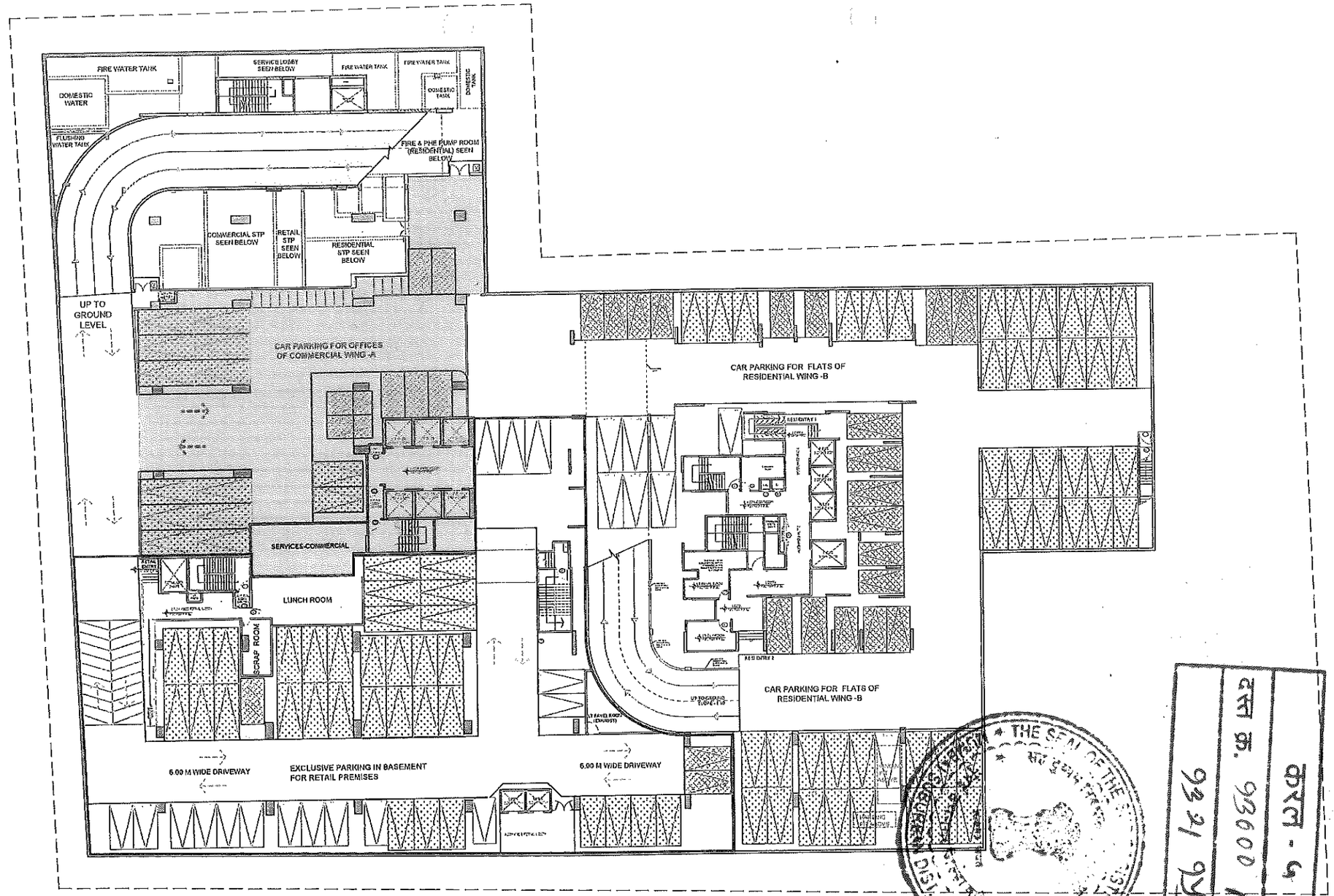
A.E.(B.P.)M

Bajirao Lahu Patil

Digitally signed by Bajirao Lahu Patil
DN: c=IN, o=Municipal Corporation of Greater Mumbai, ou=Development Plan Department, postalCode=400051, st=Maharashtra, 2.5.4.20=32ee18b15e9e8bc3f4969aadac739d3c79a30d126598809d225f7d9ba54ed100e, serialNumber=9bbesce433ea4a8e7db1d4bf167a8b54b346d7b42604b30be692a2c102c3, cn=Bajirao Lahu Patil
Date: 2020.11.25 17:54:40 +05'30'

Executive Engineer - I
Building Proposal, Eastern Suburbs

Copy To :-
1. SHASHIKANT LAXMAN JADHAV
   B-106, NATRAJ BLDG., MULUND (W)
2. Asst. Commissioner M/E Ward.
3. A.E.W.W. M/E Ward,
4. Dy.A& C. Eastern Suburb
5. Chief Officer, M.B.R. & R. Board M/E Ward .
6. Designated Officer, Asstt. Engg. (B. & F.) M/E Ward ,
7. The Collector of Mumbai



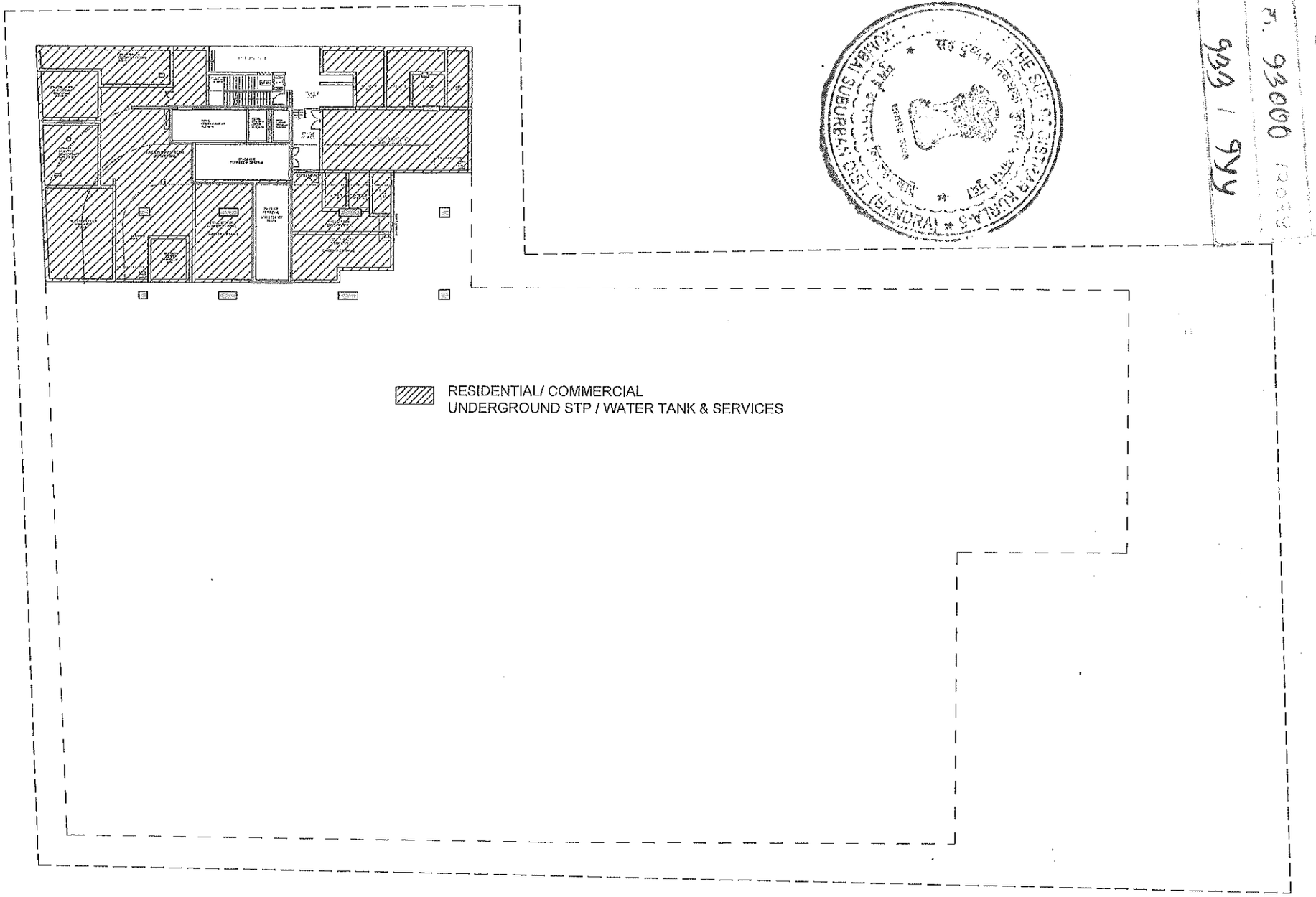
RETAIL PREMISES PARKING
RESIDENTIAL PARKING
COMMERCIAL PARKING

BASEMENT LEVEL PLAN N

THE SEAL OF THE SUB REGISTRAR KURLA-5 DIST. (BANDRA)

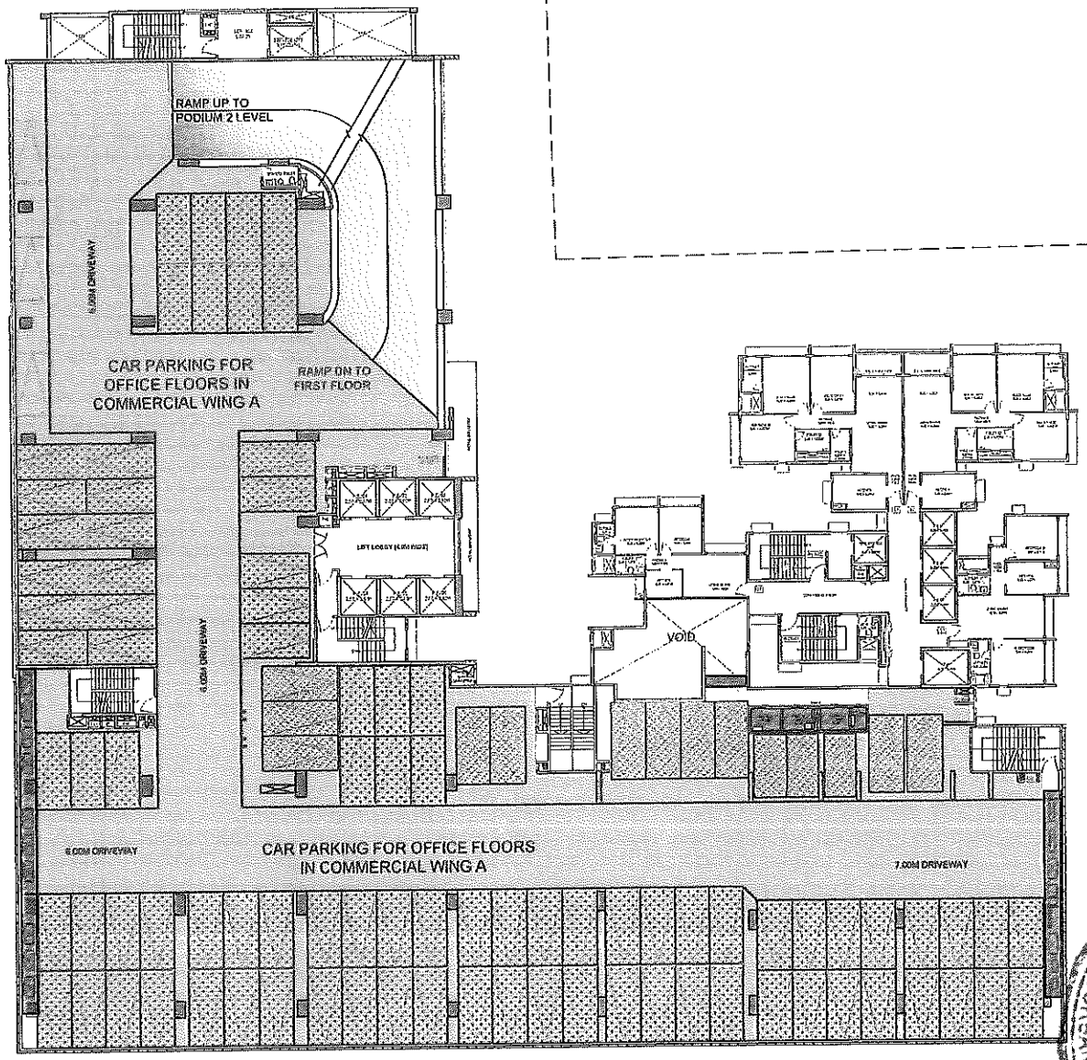
करत - 5
दस्त क्र. 9360 / 2024
9321 रुपये

ANNEXURE - 8



ANNEXURE-9

LOWER BASEMENT LEVEL PLAN N



THE SEAL OF THE SUB REGISTRAR KURLA-5 MUMBAI SUBURBAN DIST. (BANDRA)

करार - ५
दस्त क्र. 93000 /२०२४
९३२१ ९५५

ANNEXURE-10

SPACE FOR AIR CONDITIONING OUT DOOR UNITS FOR RETAIL PREMISES

OVERHEAD WATER TANK FOR RETAIL PREMISES

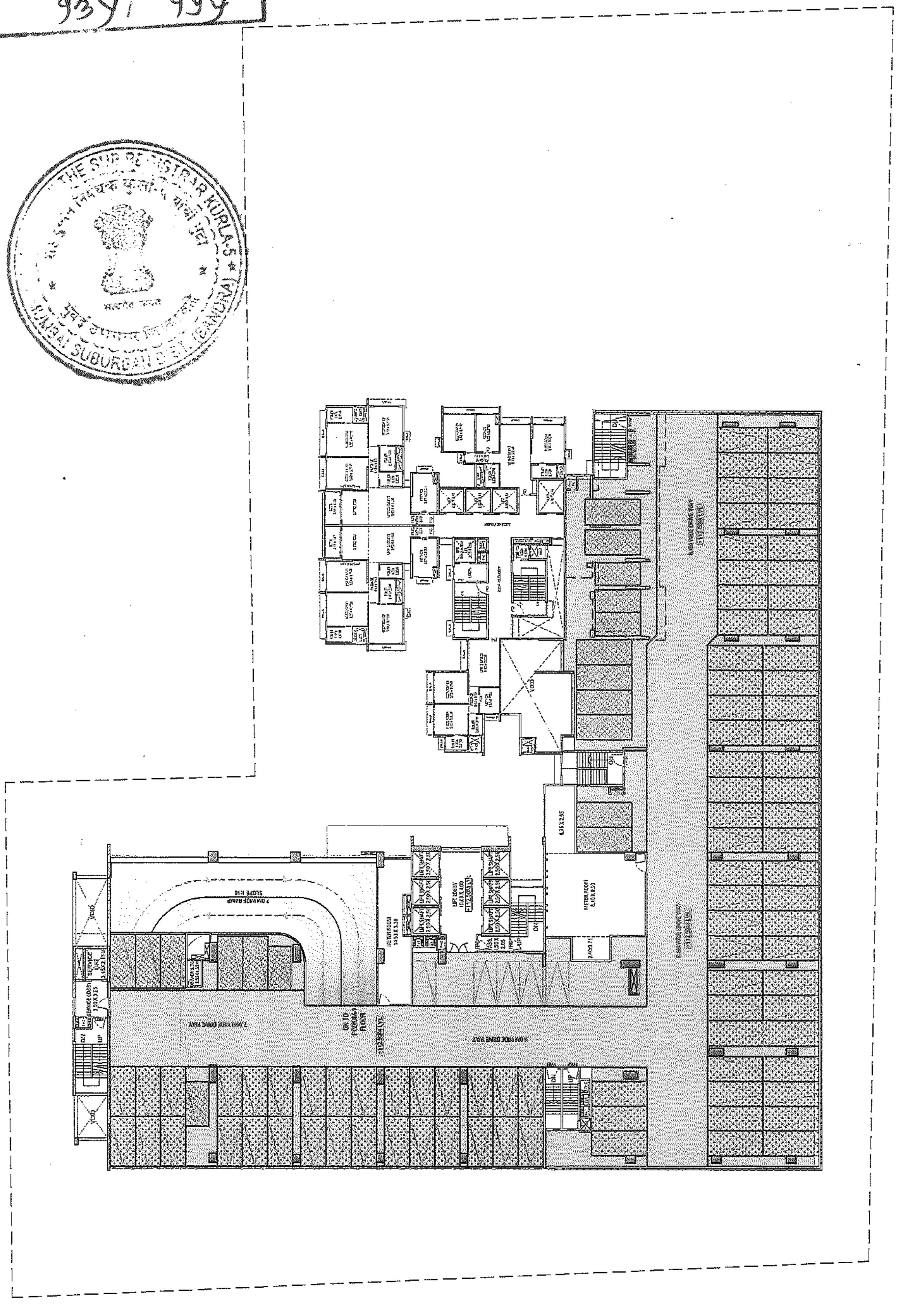
PODIUM-1 LEVEL (SECOND FLOOR) N

करल • ५
दस्त क्र. १३००० /२०२४
१३५/ १५५

THE SUB REGISTRAR KURLA-5
MUMBAI SUBURBAN DIST. (BANDRA)

ANNEXURE-11

PODIUM-2 LEVEL (THIRD FLOOR)



ANNEXURE-12

मालमत्ता पत्रक

विभाग/मौजे -- बोर्ला तालुका/न.भु.मा.का. -- न.भू.अ. चेंबुर जिल्हा -- मुंबई उपनगर जिल्हा

नगर भुमापन क्रांक / फा. प्लॉ. नं.	शिट नंबर	प्लाट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शासन परिपत्रकाचा आकार पुढील प्रत्येक पानाचा तपशील आणि त्याच्या फेर तपासणीची नियत तारीख
६५३/५	६५३/५				
--			८३१६.४	C	बि.शे.सा.र.रु.३३०/- दर १०० चौ.मी. ला र.रु.२७४४.१० पासून १/८/०१ ते ३१/७/०६ पर्यंत [४६५.००, ४-१-६७ पासून]

सुविधाधिकार --

हक्काचा मुळ धारक वर्ष १९७७ --

पट्टेदार --

इतर भार --

इतर शेरे --

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा भार (भा)	साक्षाकंन
१८/०६/१९७७	नवीन पो.हि.पडल्याने क्षेत्र नांव व सत्ता प्रकार दाखल केला.	S.I	(H) मे.डयुक ऍंड सन्स प्रा.लि.	सही - १९७७-०७-१२ न.भू.अ.क्र.Dwb. २,मुंबई.
१०/०४/२००३	मा.उच्च न्यायालय मुंबई उपनगर यांचे कडील दि.३/१०/९६ चे सामिली करण हुकूमनामा व सहा.दुय्यम निबंधक कुर्ला १ मुंबई उपनगर यांचे कडील दिस्त एवज क्र.बदर ३ / ६७८/२००३ दि.२९/१/२००३ व सुचि क्र.दोन व नगर भूमापन अधिकारी चेंबूर यांचे दि.१०/४/२००३ अन्वये मे ड्युक्स ऍन्ड सन्स प्रा.लि. यांचे नांव कमी करुन धारक सदरी नांव दाखल केले.	-	धा. मे./ पेप्सी को. इंडीया होल्डींग प्रा.लि.	फे रफार क्र.१६४ प्रमाणे सही - १०/०४/२००३ न.भू.अ.चेंबूर
२४/०७/२००६	शासन निर्णय (महसूल व वन विभाग) क्र.एन.अे.अे.१०८७ ३५७० प.क्र. ५३/ल - ५ दि.२७/९/०१ चे आदेशा प्रमाणे सु.द.बि.शे. आकारणीची नोंद घेतली. मुदत १/८/०१ ते ३१/७/२००६			फे रफार क्र.२६५/२००६ सही - २४/७/२००६ न.भू.अ.चेंबूर
१५/१२/२०१५			मा.जमाबंदी आयुक्त आणि संचालक भूमि अभिलेख(म.राज्य) पुणे यांचेकडील परिपत्रक क्र.ना.भू.१/ मि.प./अक्षरी नोंद/२०१५ पुणे दिनांक १६/२/२०१५व इकडील आदेश क्र.न. भू.बोर्ला/फे.क्र.६००/२०१५दिनांक १५/१२/२०१५अन्वये मिळकत पत्रिकेवर नमूद अंकी क्षेत्र अक्षरी आठ हजार तिनशे सोळा पूर्णांक चार दशांश चौ.मी. दाखल केले.	फे रफार क्र.६०० प्रमाणे सही.- १५/१२/२०१५ न.भू.अ.चेंबूर

तपासणी करणार

श्री. द. गो. आलधर
परिरक्षण भूमापक
नगर भूमापन अधिकारी, चेंबूर

खरी नक्कल -

न.भू.अ. चेंबुर
मुंबई उपनगर जिल्हा

करत - ५

दस्त क्र. 93000 /2024

9301 9YY

THE SUB REGISTRAR KURLA
MUMBAI SUBURBAN

नोंद क्रमांक.....एकूण नोंदी/स्लॅब.....
नोंदणी पावती दिनांक.....मुद्रांकाचे शुल्क.....
नकाशा प्रमाण दिनांक.....मुद्रांक फी.....
दस्तऐवज दिल्याचा दिनांक.....एकूण फी.....

प्रमाणपत्र

मिळकत धारकेच्या प्रमाणित प्रतीनुसार बांधकाम
क्षेत्र.....८३१६.४.....चौ.मी.
अक्षरी आठ हजार तिनशे सोळा पुर्णांक चार दशांशमात्र
चौ.मी. ऐवढे [illegible]
केलेल्या क्षेत्रफळ मोजमाप असल्याची
खात्री केली आहे.

जिल्हा अधीक्षक भूमि अभिलेख
मुंबई उपनगर जिल्हा.

खरी नकल

नगर भूमापन अधिकारी
चेंबूर

करल - ५
दस्त क्र. १३००० /२०२४
१३५ १५५

(१४२३)

मालमत्ता पत्रक

विभाग/मौजे -- बोर्ला तालुका/न.भु.मा.का. -- न.भू.अ. चेंबुर जिल्हा -- मुंबई उपनगर जिल्हा

नगर भूमापन क्रमांक / फा. प्लॉ. नं.	शिट नंबर	प्लाट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शासनाला दिलेल्या आकारणीचा किंवा भाड्याचा तपशील आणि त्याच्या फेर तपासणीची नियत तारीख
६५९अ	६५९				
----			११३३६.४ ९८१४.४ - १५२२.० पो.वि.नुसार न.भू.क्र.६५९ब सामील क्षेत्र ----------	[Agril] C	(१.४.६७ ते ३१.७.९९) ४६५.०० बि.शे.सा.र.रु.३३०/- दर १०० चौ.मी.ला [illegible] रु. ३[illegible] (१०.१५ दि. १/८/०१ ते ३१/७/०६) [illegible] पर्यंत

सुविधाधिकार -

हक्काचा मुळ धारक
वर्ष १९६६ १) शेतीकडे

पट्टेदार -

इतर भार -

इतर शेरे -

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा भार (भा)	साक्षांकन
०६/०४/१९७९	बिनशेति आदेश ADC/ एल.एन.डी.क्र.९४२७/४.१.६७ मा. उप विभागीय अधिकारी अंधेरी, मुंबई यांचे कडील एल एन्ड डी ए डी. सि क्रमांक बिनशेती सान्याची नोंद घेतली. ११४००चौ.वार/४६५.०० १.४.६७ पासून ६६१पै. व ६५३ सह.			सही - १९७७-०४-०६ न.भू.अ.क्र.Dwb. २,मुंबई.
११/०४/१९७७	अर्जाप्रमाणे रे.आ.रा प्रमाणेन.भू.अ.२ यांचे आदेश क्र.अ.१६/७७ दि.११.४.७७ अन्वये सा.नं.६६१, ६५३ ११४००चौ.वार	S.J.	(H) मे.ड्युक अँड सन्स प्रा.लि.	सही - १९७७-०४-२२ न.भू.अ.क्र.Dwb. २,मुंबई.
१०/०४/२००३	मा.उच्चन्यायालय मुंबई उनगर यांचे कडील दि. ३/१०/९६ चे सामीलीकरण हुकूमनामा व सहा.दुय्यम निबंधक कुर्ला १ मुंबई उपनगर यांचे कडील दस्त एवज क्र.वदर - ३/ ६७८/०३ दि. २९/१/२००३ व सुचि क्र.दोन व नगर भूमपान अधिकारी चेंबूर यांचे दि.१०/४/२००३ अन्वये मे.ड्युक्स अँन्ड सन्स प्रा.लि.यांचे नांव कमी करुन धारक सदरी नांव दाखल केले.	-	धा मे./ पेप्सी को.इंडीया होल्डींगस प्रा.लि. ९०७.८३चौ.मी.	फेरफार क्र.१६४ प्रमाणे सही - १०/०४/२००३ न.भू.अ.चेंबूर
२४/०७/२००६	शासन निर्णय (महसूल व वन विभाग) क्र.एन.अ.अे./ १०८७ ३५७० प.क्र.५३/ल-५ दि.२७/९/०१ चे आदेशान्वये सु.द.बि.शे. आकारणीची नोंद घेतली मुदत १/८/०१ ते ३१/७/०६			फेरफार क्र.२६५ प्रमाणे सही - २४/७/०६ न.भू.अ.चेंबूर

करल - ५
दस्त क्र. 93000 /२०२४
९३९१ १५५

मालमत्ता पत्रक

विभाग/मांजे -- बोर्ला तालुका/न.भू.मा.का. -- न.भू.अ. चेंबुर जिल्हा -- मुंबई उपनगर जिल्हा

नव भूमापन क्रमांक / फा. ब्लो. न.	शिट नंबर	प्लाट नंबर	क्षेत्र चो.मी.	धारणाधिकार	शासनाला दिलेल्या आकारणीचा किंवा भाड्याचा तपशील आणि त्याच्या फेर तपासणीची नियत वेळ)
६५९अ		६५९			

तारीख	व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा भार (भा)	साक्षांकन
१२/५/२००७	पो.वि./एकत्रित S.I. * मा.जिल्हाधिकारी मुंबई उपनगर जिल्हा यांचेकडील आदेश क्र.सी.कासा/ ड/पा.वि.एस.आर.के.९१२ दि.९/८/०६ अन्वये मंजूर अभिन्यास, कार्यालयीन पो.वि. अ.ता.मो.र. नं.४६/२००७ दि.१८/१०/०७ अन्वये दि.२६/१०/२००७ मंजूरी नकाशा व मा.न.भू.अ.चेंबूर यांचे आदेश दि.१२/५/०७ अन्वये पोटविभाजनाप्रमाणे न.भू.क्र.६५९ क्षेत्र ११३३६.४ चो.मी. मधून १५२२.० चो.मी. क्षेत्र तसेच न.भू.क्र.६६०चे पोटविभाजनाचे क्षेत्र १२१६मिळून न.भू.क्र. ६५९ब क्षेत्र २७३८.० चो.मी.ची स्वतंत्र मिळकत पत्रिका उघडली न.भू.क्र.६५९ क्षेत्र ११३३६.४ चो.मी. मधून १५२२.० चो.मी. क्षेत्र वजा करून न.भू.क्र.६५९ चे क्षेत्र ९८१४.४ चो.मी. कायम केले व न.भू.क्र.६५९ ला न. भू.क्र.६५९ अ असा रंग बदल केला.			फेरफार क्र.२२७ प्रमाण सही - १२/५/०८ न.भू.अ.चेंबूर
२९/०५/२०१५			मा.जमाबंदी आयुक्त आणि संचालक भूमि अभिलेख (म.राज्य) पुणे यांचेकडील परिपत्रक क्र./ना.भू.१/मि.प. अक्षरी नोंद/२०१५ पुणे दि. १६/२/२०१५ अन्वये नगर भूमापन बोर्ला येथील न.भू. क्र.६५९अ चे क्षेत्र अक्षरी नऊ हजार आठशे चोंदा पूर्णांक चार दशांश मात्र असलेले बाबत नोंद केली.	फेरफार क्र.५५८ प्रमाण सही - २९/०५/२०१५ न.भू.अ.चेंबूर
०२/१२/२०१५	मा.जिल्हा अधीक्षक भूमि अभिलेख, मुंबई उपनगर जिल्हा यांचेकडील आदेश क्र.न.भू.सं.७/अपील एस.आर. ०८८/१५ दि.२४/११/१५/३२५९ अन्वये मे.भावना ट्रस्ट यांनी दाखल केलेले अपील अंशतः मान्य करणेत येवून न.भू.क्र.६५९अ या मिळकतीवरील दि.११/७/७७ व १०/४/२००३ च्या नोंदी सदोष असल्याने म.ज.म.अधि. १९६६ कलम २५८ अन्वये पुनर्विलोकन करणेत येवून अभिलेख अद्यावत करणे बाबतची नोंद दाखल केली.			फेरफार क्र.५९८ प्रमाण सही - ०२/१२/२०१५ न.भू.अ.चेंबूर
०६/०४/२०१७	अपील आदेशान्वये मा.जिल्हा अधीक्षक भूमि अभिलेख, मुंबई उपनगर जिल्हा यांचेकडील अपील आदेश क्र.न.भू.सं.७/अपील एस.आर.४४६/२०१७/८७२ बांद्रा दि.३०/३/२०१७अन्वये नगर भूमापन बोर्ला येथील न.भू.क्र.६५९अ या मिळकतीवरील दि.१०/४/२००३चे नोंदीने धारक सदरी दाखल मे.पेप्सीको इंडिया होल्डींग्स प्रा.लि.या नोंदीसमोर ९०७.८३चो.मी.क्षेत्र दाखल केलेची नोंद केली.			फेरफार क्र.६४१ प्रमाण सही - ०६/०४/२०१७ न.भू.अ.चेंबूर

तपासणी करणारा -

खरी नक्कल -

न.भू.अ. चेंबुर
मुंबई उपनगर जिल्हा

करल - ५
दस्त क्र. १३००० /२०२४
१४०/ १५५

मालमत्ता पत्रक

विभाग/मौजे -- बोर्ला तालुका/न.भू.मा.का. -- न.भू.अ. चेंबुर जिल्हा -- मुंबई उपनगर जिल्हा

नगर भूमापन क्रमांक / का. ज्ञा. नं.	शिट नंबर	प्लाट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शासनाला दिलेल्या आकारणीचा किंवा भाड्याचा तपशील आणि त्याच्या फेर तपासणीची नियत वेळ)
६६०	६६०				
--			१३२१.९ - १२१६.० पं.वि.प्रमाणे न.भू.क्र.६५९ब मध्ये सामिल क्षेत्र ---------- १०५.९	C [F-१]	वि.शे.सा.र.रु.३३०/- दर १०० चो.मी.ला र.रु. ४३६१/२५ दि.१/८/०१ ते ३१/७/०६ पर्यंत

सुविधाधिकार -

हक्काचा मुळ धारक वर्ग [१) मुंबई महानगरपपालीका]

पट्टेदार -

इतर भार -

इतर शेरे -

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा भार (भा)	साक्षांकन
१७/०३/२००३	महाराष्ट्र जमिन महसुल अधिनियम १९६६ चे का.क.२५८ अंतर्गत पुर्नविलोकन होवून मा.नगर भूमापन अधिकारी चेंबूर यांचे कडील आदेश क्र.न.भू.अ.चेंबुर बोर्ला न.भू.क्र.६६१/२००३/मुलुंड दिनांक १७/३/२००३ अन्वये बोर्ला न.भू.क्र.६६० या मिळकतीचे धारक १) मुंबई महानगर पालिका यांचे नांव सत्ता प्रकार कमि करुन सत्ता प्रकार सौ दाखल केला व धारकाचे नांव दाखल केले.	S.I.	धारक मे.ड्युक्स अँन्ड मन्स प्रा.लि, पेकी क्षेत्र ३०७.८ चो.मी.	फेरफार क्र.१६३ प्रमाणे सही - १७/०३/२००३ न.भू.अ.चेंबूर
१०/०४/२००३	मा.उच्च न्यायालय मुंबई उपनगर यांचे कडील दि.३/१०/९६ चे सामिली करण हुकूमनामा व सहादुय्यम निबंधक कुर्ला १ मुंबई उपनगर यांचे कडील दस्त एवज क्र. बदर ३/६७८/२००३ दि.२१/१/२००३ व सुचि क्र.दोन व नगर भूमापन अधिकारी चेंबूर यांचे दि.१०/४/०३ अन्वये मे.डुयक्स अँन्ड मन्स प्रा.लि.यांचे नांव कमी करुन धारक सदरी नांव दाखल केले.	-	धा. मे / पेप्सीको इंडीया होल्डींगस प्रा.लि. पेकी क्षेत्र ३०७.८ चौ.मी.	फेरफार क्र.१६४ प्रमाणे सही - १०/०४/२००३ न.भू.अ.चेंबूर
२४/०७/२००६	शासन निर्णय (महसूल व वन विभाग) क्र.एन.अे./१०८७ ३५७० प.क्र.५३/ल-५ दि.२७/९/०१ चे आदेशान्वये सु.द.वि.शे. आकारणीची नोंद घेतली मुदत १/८/०१ ते ३१/७/०६			फेरफार क्र.२६५ प्रमाणे सही - २४/७/०६ न.भू.अ.चेंबूर

THE SEAL OF THE SUB REGISTRAR KURLA-5 MUMBAI SUBURBAN DIST. (KANDIVALI)

करल - ५
क्रमांक क्र. १३००० /२०२४
१४१ / १५५

मालमत्ता पत्रक

विभाग/मौजे -- बोर्ला तालुका/न.भू.मा.का. -- न.भू.अ. चेंबुर जिल्हा -- मुंबई उपनगर जिल्हा

नगर भूमापन क्रमांक / चा. प्लो. नं.	शिट नंबर	प्लाट नंबर	क्षेत्र चो.मी.	धारणाधिकार	शासनाला दिलेल्या आकारणीचा किंवा भाड्याचा तपशील आणि त्याच्या फेर तपासणीची नियत वेळ।
६६०	६६०				

दिनांक	व्यवहार	खंड क्रमांक	नवीन धारक (धा) पट्टेदार (प) किंवा भार (भा)	साक्षांकन
२५/०५/२००८	पो.वि./एकत्र. S.I. मा.जिल्हाधिकारी मुंबई उपनगर जिल्हा यांचेकडील आदेश क्र.सी.कार्या २ डी/पा.वि.एस.आर.के.११२ दि.५/८/२००६ मधील अभिन्यास, कार्यालयीन पो.वि.अ.ता.मो.र.नं.१८६/२००७ दि.१८/१०/२००७ अन्वये दि.२६/१०/०७ मोजणी नकाशा व मा.न.भू.अ.चेंबूर यांचे आदेश दि.१२/५/२००८ अन्वये पोटविभाजनानुसार न.भू.क्र.६६०पैकी १२१६.० चो.मी. क्षेत्र, न.भूक्र.६५९ पैकी क्षेत्र १५२२.० चो.मी. क्षेत्रात सामील करुन न.भू.क्र.६५९व क्षेत्र २७३८.० चो.मी.ची स्वतंत्र मिळकत पत्रिका उघडली न.भू.क्र.६६० चे क्षेत्र १०५.९ चो.मी. कायम केले.			फेरफार क्र.३२७ प्रमाण मानी - १२/५/०८ न.भू.अ.चेंबूर
२९/०५/२०१५	..		मा.जमाबंदी आयुक्त आणि संचालक भूमि अभिलेख (म.राज्य), पुणे यांचेकडील परिपत्रक क्र./ना.भू.१/मि.प.अक्षरी नोंद/२०१५ पुणे, दि.१६/२/२०१५ अन्वये नगर भूमापन बोर्ला येथील न.भू.क्र.६६० चे क्षेत्र अक्षरी एकशे पाच पूर्णांक नऊ दशांश मात्र असलेबाबत नोंद केली.	फेरफार क्र.५५८/२०१५ मानी - २९/०५/२०१५ न.भू.अ.चेंबूर

तपासणी करणारा

खरी नकल -

न.भू.अ. चेंबुर
मुंबई उपनगर जिल्हा

खरी नकल
नगरभूमापन अधिकारी
चेंबूर

ANNEXURE-12A

करल - ५
दस्त क्र. 93000 /2024
१४२/ १५५

BRIHANMUMBAI MUNICIPAL CORPORATION
ANNEXURE 20 & 22
OCCUPATION CUM BUILDING COMPLETION CERTIFICATE UNDER REG. 11(6) OF DCPR 2034 AND PART OCCUPATION UNDER REG. 11(7) /11(8) OF DCPR 2034.
[CHE/ES/3565/M/E/337(NEW)/OCC/2/New of 06 September 2023]

To,
M/S. WADHWA & ASSOCIATES PROJECT DEVELOPERS PRIVATE LIMITED
301, Platina C-59, G- Block, BKC, Bandra East, Mumbai-400098.

Dear Applicant,

The **Part 2** development work of **Residential** building comprising of **Full Occupation to Basement + Stilt + 1st to 16th upper floor of Residential Wing 'B' in the proposed building as per approved amended plans dtd. 15.11.2022.** on plot bearing CTS No. **653/5, 659A(Pt.) & 660(Pt.)** of village **BORLA-E** at **W.T.PATIL MARG, CHEMBUR,** is completed under the supervision of Shri. **SHASHIKANT LAXMAN JADHAV** , **Licensed Surveyor** , Lic. No. **J/167/LS** , Shri. **Shailesh R Mahimtura** , Structural Engineer, Lic. No. **STR/M/39** and Shri. **Nandakumar M. Karanjawala** , Site supervisor, Lic.No. **K/198/SS-I** and as per development completion certificate submitted by Licensed Surveyor and as per completion certificate issued by Chief Fire Officer u/no. **CHE/ES/3565/M/E/337(NEW)-CFO/1/New.** dated **20 March 2023** .The same may be occupied and completion certificates submitted as sighted above are hereby accepted.

Copy To :
1. Asstt. Commissioner, M/E Ward
2. A.A. & C. , M/E Ward
3. EE (V), Eastern Suburb
4. M.I. , M/E Ward
5. A.E.W.W. , M/E Ward
6. Licensed Surveyor, SHASHIKANT LAXMAN JADHAV, B-106, NATRAJ BLDG., MULUND (W)

For information please

Digitally signed by NARENDRA MADHUKAR KOTKAR
Date: 06 Sep 2023 16:19:49
Organization :Brihanmumbai Municipal Corporation
Designation :Executive Engineer

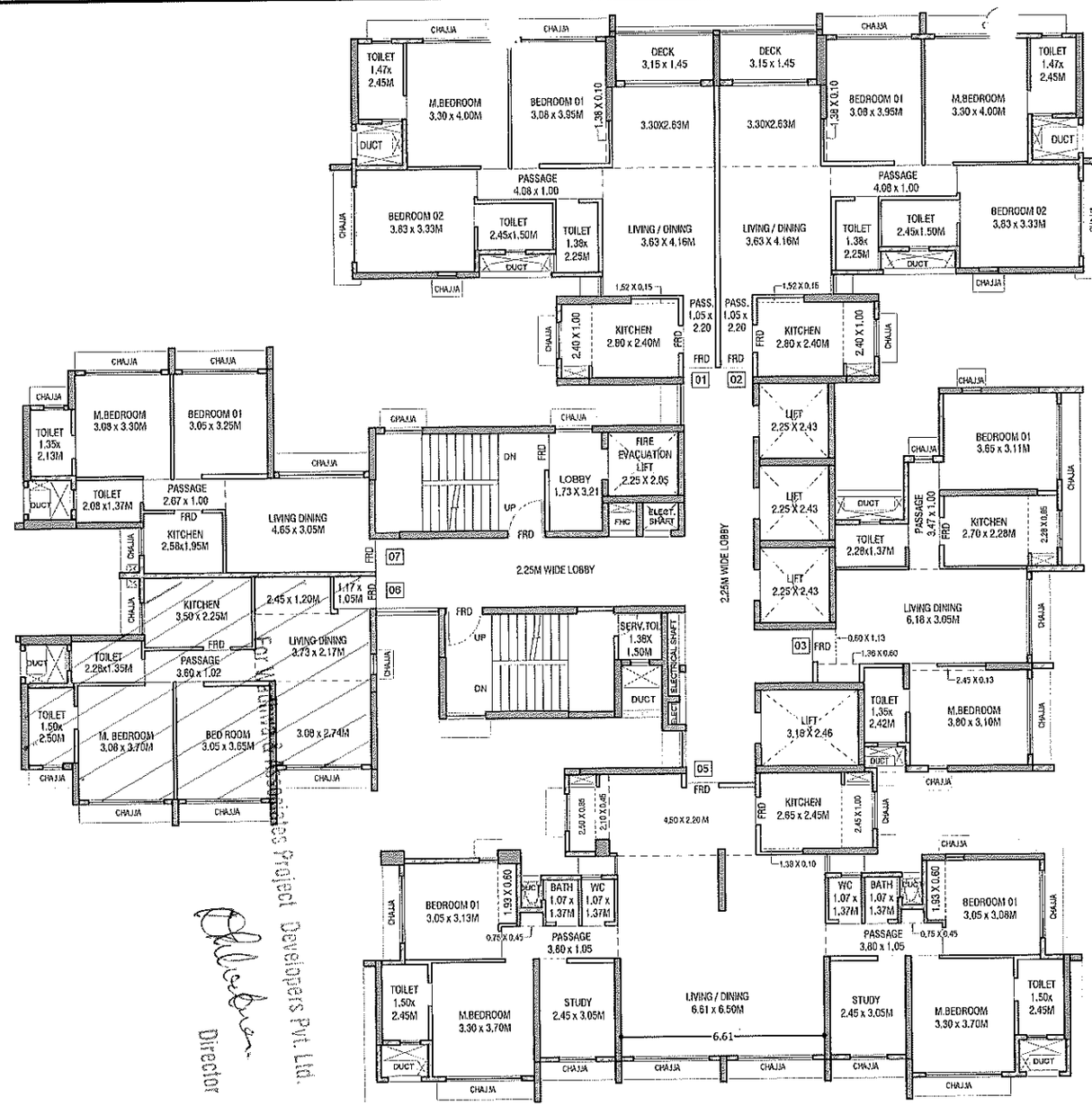
Yours faithfully
Executive Engineer (Building Proposal)
Brihanmumbai Municipal Corporation
M/E Ward

ANNEXURE 15

Civil finishes		
Living, Dining, Passage	Flooring	Vitrified Tiles
Master Bedroom	Flooring	Vitrified Tiles
Other Bedrooms	Flooring	Vitrified Tiles
Master Toilet	Flooring	Antiskid Vitrified Tiles
	Dado	Vitrified Tiles
Other Toilets	Flooring	Antiskid Vitrified Tiles
	Dado	Vitrified Tiles
Kitchen	Flooring	Vitrified Tiles
	Dado	Vitrified Tiles (Upto 600mm above kitchen platform)
	Platform	Granite
Bathroom fittings and fixtures		
	CP fittings	
	Sanitary ware	
Doors		
Shutter :		
Main Door		Pre laminated flush door
All other doors		Pre laminated flush doors
Windows		
All windows		Aluminium Powder coated
Kitchen		
		Single Bowl Stainless Steel Sink
		kitchen cabinets without white Goods
Utilities		
Kitchen	Electric point with space provision in kitchen window for exhaust fan	
Other Specification / Amenities		
	Integrated Video door phone	

करल - ५
दस्त क्र. 93000 /२०२४
९७३१ ९५५

THE SEAL OF THE SUB REGISTRAR KURLA 5 MUMBAI SUBURBAN DIST. (BANDRA)



Sr. No	Floor No	Flat No	Flat Typology	RERA Carpet Area in SQM	Deck Area in SQM
				C=A+B	D
6	16th Floor	1	3-BHK(B)	92.9	[illegible]
		2	3-BHK(R)	92.9	4.56
		3	2-BHK(E)	64.87	
		4	4BHK (DOOI FLAT)	156.53	
		5	2-BHK (S)	64.86	
		6	2-BHK(C)(L to R)	41.86	

* ALL DIMENSIONS ARE IN METER AND ARE REFERRED FROM UNFINISHED WALL SURFACES. ACTUAL DIMENSIONS MAY MARGINALLY VARY POST FINISHING.

Proposed Floor Plan of Flat No. 1606 on 16th Floor of Wing B in the Building known / to be known as " **DUKES HORIZON** ", agreed to be acquired by the Purchaser, as shown verged / hatched in red colour lines.

DUKES HORIZON

C.T.S. NO. 653/5, 659A (PT) & 660 (PT) OF VILLAGE BORLE AT W.T.PATIL MARG, CHEMBUR, MUMBAI-400088.

DRG. NAME:-

(WING- B)

16th FLOOR PLAN

NORTH

N

M/S. WADHWA AND ASSOCIATES PROJECT DEVELOPERS PVT. LTD.

301 PLATINA, PLOT NO. C-59, G BLOCK, BANDRA-KURLA COMPLEX, MUMBAI-98
M: 02239578400.EXT-8506.

Wadhwa Developers Project Developers Pvt Ltd.
Director

THE SEAL OF THE SUB REGISTRAR MUMBAI SUBURBAN (BANDRA)

दस्त क्र. 9880/2022

क्रम - 5

मुद्रांक - ५

दस्त क्र. 93000 /2024

१०५ / १५५

THE SUB REGISTRAR KURLA-5

MUMBAI SUBURBAN DIST. (BANDRA)

करल - ५

दस्त क्र. 93000 /2024

पावती

461-5745 | Original/Duplicate
Wednesday,December 04 ,2019 | नोंदणी क्र. :39म
7:21 PM | Regn.:39M

पावती क्र.: 6863 | दिनांक: 04/12/2019

पावतीचे नाव: दीपा
दस्तऐवजाचा प्रकारुमांक: बदर15-5745-2019
दस्तऐवजाचा प्रकार: कुलमुखत्यारपत्र
सादर करणाऱ्याचे नाव: मनोहर - मनविषा

नोंदणी फी	रु. 100.00
दस्त हाताळणी फी	रु. 220.00
पृष्ठांची संख्या: 11	
एकूण	रु. 320.00

आपणास मूळ दस्त, ऑनलाईन सिंह,मुंबई-1 अंधेरी 7:41 PM रोजी मिळेल.

सह. दु.नि.

सूचकाचे नाव: E.D.A.
मोबदला: R.S/-
बाजारभाव भाडेपट्याचे भाडे: रु. 500/-

सं. मो. मानभाव
सह. दुय्यम निबंधक, अंधेरी क्र. ४
मुंबई उपनगर जिल्हा

1) दस्तऐवाचा प्रकार: eChallan एकूण: रु.100/-
चलनाचा प्रकार व क्रमांक: MH009095225201920E दिनांक: 04/12/2019
चलन भरणा-या व्यक्तीचे नाव:
2) दस्तऐवाचा प्रकार: DHC एकूण: रु.220/-
डीएचसीकरीताचे ऑर्डर क्रमांक: 04122019111977 दिनांक: 04/12/2019
चलन भरणा-या व्यक्तीचे नाव:

REGISTERD ORIGINAL DOCUMENT
DELIVERED ON 04 DEC 2019

Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	04122019111977	Receipt Date	04/12/2019

Received from MANOHAR CHHABRIA, Mobile number 0000000000, an amount of Rs.220/-, towards Document Handling Charges for the Document to be registered on Document No. 5745 dated 04/12/2019 at the Sub Registrar office Joint S.R. Andheri 4 of the District Mumbai Suburban District.

DEFACED
₹ 220
DEFACED

Payment Details

Bank Name	IBKL	Payment Date	04/12/2019
Bank CIN	100041520191204099185	REF No.	243040549
Deface No	04122019111977D	Deface Date	04/12/2019

This is computer generated copy, signature is not required.

THE SEAL OF THE SUB REGISTRAR OF ASSURANCES MUMBAI SUBURBAN DIST. (BANDRA)

CHALLAN
MTR Form Number-6

GRN MH009095225201920E	BARCODE	Date 04-12-2019-11:45:12	Form ID 40.1

Department: Inspector General Of Registration
Payer Details
Type of Payment: Registration Fee — Stamp Duty
TAX ID (If Any)
PAN No.(If Applicable)
Office Name: SDR41_JT SUB REGISTRAR ANDHERI 4
Full Name: MANOHAR CHHABRIA
Location: MUMBAI
Year: 2019-2020 One Time
Flat/Block No.
Premises/Building
Road/Street
Area/Locality: MUMBAI
Town/City/District
PIN: 4 0 0 0 5 3
Remarks (If Any): SecondPartyName=CHANDRAKANT SHINDE

Account Head Details	Amount In Rs.
0030045301 Stamp Duty	500.00
0030045301 Registration Fee	100.00
Total	600.00

Amount In Words: Six Hundred Rupees Only

Payment Details: ICICI BANK

FOR USE IN RECEIVING BANK

Cheque-DD Details			
Cheque/DD No.		Bank Date	RBI Date
Name of Bank		Bank Branch	ICICI BANK
Name of Branch		Scroll No. , Date	Not Verified with Scroll

Bank A/c No. | Bank Ref No. | 0000000000 | 04/12/2019 11:45:41 | 04/12/2019 | Not Verified with RBI

Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
हा चलन केवळ दुय्यम निबंधक कार्यालय येथेच नोंदणीकरावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन वापरू नये.

Page 1/1 | Print Date 04-12-2019 11:46:21

POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, I,MR. MANOHAR CHHABRIA, of Mumbai Indian Inhabitant, having address at 201, 2nd floor, Roshan Deep Apartment, 15th Road, Plot No.462, Between Khar Gymkhana and Gabbana, Khar West, Mumbai – 400 052, do hereby SEND GREETINGS:-

WHEREAS:-

(a) I am the Director/Partner/Authorised Signatory in various Private Limited Companies and several Partnership Firms//Limited Liability Partnerships Firms and in my individual capacity also all mainly carrying on the business of development of immovable property.

(b) In the course of my business, as a Director/Partner/Authorised Signatory and also in my personal capacity I execute several deeds and documents including Sale Deed, Agreement for Sale, Leave and License Agreement, Conveyances, Development Agreement, MOU, Power of Attorney, other Agreements and Flat/Unit Purchasers Agreements under Maharashtra Ownership of Flats Act, 1963 ("MOFA") and Real Estate (Regulation and Development) Act, 2016 ("RERA") which are required to be compulsorily registered under the provisions of the Indian Registration Act, 1908.

(c) In the course of my business I have to travel out of Mumbai for various business purpose and during such period as well as at several times due to either pre-occupation or other reasons it is extremely difficult for me to personally attend the office of Sub-Registrar of Assurances to admit execution of such deeds and/or documents (executed by me) and to enable such documents to be duly registered. I am therefore desirous of appointing jointly or severally any one of **(1) MR. CHANDRAKANT SHINDE**, residing at Room No. 79, Indira Nagar No. 2, Near Poornamai Hotel, V M Road, Vile Parle (West), Mumbai - 400056 **(2) MR. SOMNATH PARAB**, residing at Room No. 212, Siri Siddhi Apartment, Building No. 03, Manvelpada Road, Virar (East), Palghar - 401305 **(3) MR. ARJUN LINGAYYA THOKALE** residing at Room No.4, Ganesh Chawl, Gawdewadi, Rokadia Lane, J. S. Road, Near R Ward Office, Borivali West, Mumbai – 400103 **(4) MR. JITENDRA BHIMRAO GAIKWAD** residing At Post Siddharth Nagar, Panchgani, Mahabaleshwar, District Satara 412 805, to be my true and lawful attorney to represent me for the purpose hereunder set out.

NOW KNOW YE ALL AND THESE PRESENTS WITNESS that I **MR. MANOHAR CHHABRIA** in my personal capacity and as Director/Partner/Authorised Signatory of various Private Limited Companies and partnership firms do hereby nominate, constitute and appoint severally any one of **(1) MR. CHANDRAKANT SHINDE**, residing at Room No. 79, Indira Nagar No. 2, Near Poornima Hotel, V M Road, Vile Parle (West), Mumbai - 400056 **(2) MR. SOMNATH PARAB**, residing at Room No. 212, Shri Siddhi Apartment, Building No. 03, Manvelpada Road, Virar (East), Palghar - 401305 **(3) MR. ARJUN LINGAYYA THOKLA**, residing at Room No.4, Ganesh Chawl, Gawdewadi, Rokadia Lane, J. S. Road, Near R Ward Office, Borivali West, Mumbai – 400103 **(4) MR. JITENDRA BHIMRAO GAIKWAD** residing At Post Siddharth Nagar, Panchgani, Mahabaleshwar, District Satara 412 805, to be my true and lawful Attorney for me and on my behalf to do the under mentioned acts, deeds, matters and things and exercise all powers hereinafter conferred, that is to say:-

1. To represent me for registration and also to lodge all documents / deeds (set out above) and admit execution before the Sub-Registrar of Assurances at Mumbai/ Bandra/ Goregaon/ Borivali/ Kurla/ Thane/ Vashi/ Panvel or at other places as may be required all the deeds and documents which I have personally executed or which I may hereafter execute.
2. To represent me before any adjudicating authority in Maharashtra for the purpose of lodging any document for adjudication under the Bombay Stamp Act, 1958 and rules framed there under for all or any of the documents applied by me for adjudication before the relevant authority at Mumbai/ Bandra/ Goregaon/ Borivali/ Ghatkopar/ Vashi/ Thane/ Panvel or at other places as may be required for all the deeds and documents which I have personally executed or which I may hereafter execute.
3. To identify my signature and admit execution of the same.
4. To do all other acts, deeds, matters and things as may from time to time be required under the provisions of the Indian Registration Act, 1909 for the due registration of such deeds and documents.

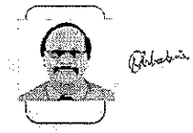
AND GENERALLY TO DO ALL other acts, deeds, matters and things as may from time to time be required in accordance with the law for the due registration of such deeds and documents which have already been executed or which may hereafter be executed by me and/or on my behalf.

I do hereby agree to ratify and confirm all and whatever my said attorney shall or purport to do or caused to be done by virtue of these presents.

IN WITNESS WHEREOF I have hereunto set my hands at Mumbai on this 04th day of DECEMBER, 2019.

SIGNED, SEALED & DELIVERE by the within named)
MR. MANOHAR CHHABRIA)
for self and in capacity of a Director/ Partner)
Authorised Signatory in the companies)
/Partnership Firm)
in presence of .....)

TUSHAR GANDHI
Dipak Satve



Left hand thumb impression

Constituted Attorney
(1) MR. CHANDRAKANT SHINDE

Specimen signature of Constituted Attorney

Constituted Attorney
(2) MR. SOMNATH PARAB

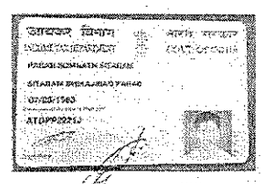
Specimen signature of Constituted Attorney

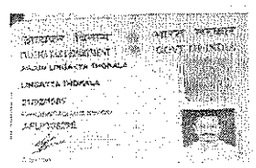
Constituted Attorney
(3) MR. ARJUN LINGAYYA THOKALA

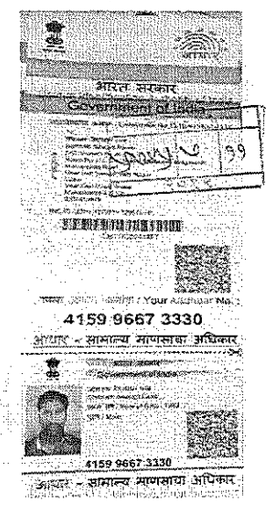
Specimen signature of Constituted Attorney

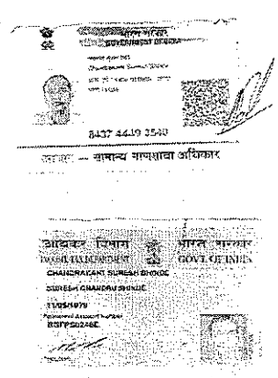
Constituted Attorney
(4) MR. JITENDRA BHIMRAO GAIKWAD

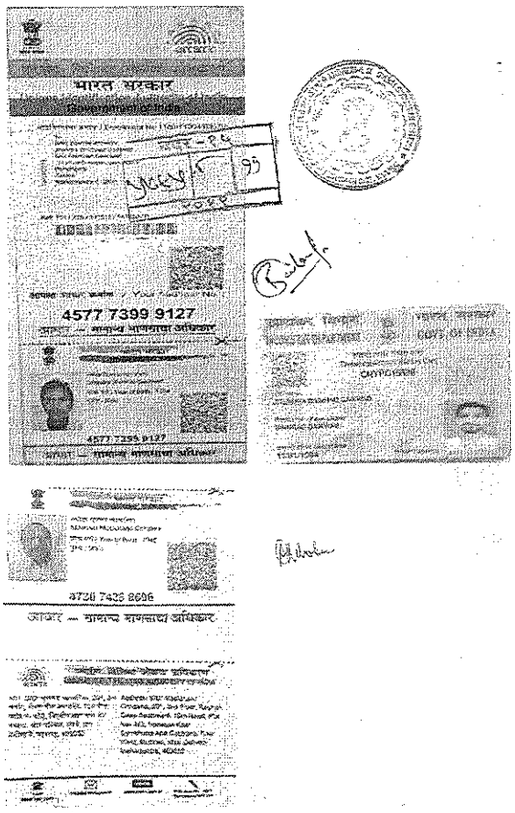
Specimen signature of Constituted Attorney











Summary1 (Goshwara-Bhag-1)

करल - ५

दस्त क्र. १३००० /२०२४

१०८५ १५५

नोंदणी फी रु. 160.00

एकूण हाताळणी फी रु. 220.00

पृष्ठांची संख्या: 11

एकूण: 320.00

SPECIAL DIST. SUB REGISTRAR KURLA-5 MUMBAI SUBURBAN DIST. BANDRA

Summary-2(अ.क्र.नोंदणी भाग - २)

04/12/2019 7:25:01 PM

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	बोटाचा ठसा
1	नाव:कलेक्टर - रायगिरि रूम:201, 2 रा मजला , नेहरू सेंटर अपार्टमेन्ट , 15 वा रोड ,खार 482, पिन:पिन खार जिमखाना पूर्व मध्यम: वार्ड मध्यम मुंबई , वार्ड, MAHARASHTRA, MUMBAI, Non-Government पॅन नंबर:	कुलमुखत्यार देणार वय :-71 स्वाक्षरी -		
2	नाव:कलेक्टर - सिंह फ्लॅट/रूम नं 79, -, इंदिरा नगर क्र 2 , पुरुषोत्तम इंदिरानगर उपनगर, बी एम सेन दिवे वार्ड मध्यम मुंबई , वार्ड, MAHARASHTRA, MUMBAI, Non-Government पॅन नंबर:	पहिला अनुक्रमांक खरेदीदार वय :-49 स्वाक्षरी -		
3	नाव:योगेश - पाल फ्लॅट/रूम नं 212, - , श्री सिद्धी अपार्टमेन्ट , विनायक नगर 03 , सावरकरवाडा रोड जिल्हा पूर्व पालघर , जिल्हा ठाणे, MAHARASHTRA, THANE, Non-Government, पॅन नंबर: ATDPP2221J	पहिला अनुक्रमांक खरेदीदार वय :-36 स्वाक्षरी -		
4	नाव:[illegible] फ्लॅट/रूम नं 4, -, [illegible] , [illegible] रोड [illegible] , [illegible] एम रोड [illegible] [illegible] [illegible] , [illegible], MAHARASHTRA, MUMBAI, Non-Government, पॅन नंबर: AFLPT0828E	पहिला अनुक्रमांक खरेदीदार वय :-34 स्वाक्षरी -		
5	नाव:[illegible] [illegible] , [illegible] , [illegible] , [illegible], MAHARASHTRA, SATARA, Non-Government, पॅन नंबर: CIKPG1589B	पहिला अनुक्रमांक खरेदीदार वय :-25 स्वाक्षरी -		

Sr. No.	Type of Party & Name	Date & Time of Verification with UIDAI	Information received from UIDAI (Name, Gender, UID, Photo)	
1	कुलमुखत्यार देणार [illegible] - रायगिरि	04/12/2019 07:24:19 PM	[illegible] M XXXX XXXX 8696	
2	पहिला अनुक्रमांक खरेदीदार [illegible] - सिंह	04/12/2019 07:24:00 PM	[illegible] M XXXX XXXX 3540	
3	पहिला अनुक्रमांक खरेदीदार योगेश - पाल	04/12/2019 07:23:32 PM	[illegible] M XXXX XXXX 3330	
4	पहिला अनुक्रमांक खरेदीदार [illegible]	04/12/2019 07:23:17 PM	[illegible] M XXXX XXXX 2535	
5	पहिला अनुक्रमांक खरेदीदार [illegible] - पालघर	04/12/2019 07:22:58 PM	[illegible] M XXXX XXXX 8127	

Date: 04/12/2019 07 : 24 : 20 PM

EPayment Details.

1	Epayment Number	Deface mark Number
2	MH00909522520191209E	00048419520191209
3	04120191187 7	04120191187 7

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घोषणापत्र

मी .....

याव्दारे घोषित करतो की, दुय्यम निबंधक .....यांचे

कार्यालयात ..... या शिर्षकाचा

दस्त नोंदणीसाठी सादर करण्यात आला आहे. श्री..... ..

व इ. यांनी दि. ..... रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या

आधारे नो. सदर दस्त नोंदणीस सादर केला आहे / निष्पादीत करुण कबुली जबाब

दिला आहे. सदर कुलमुखत्यारपत्र लिहुन देणार यांनी कुलमुखत्यारपत्र रद्द केलेले

नाही किंवा कुलमुखत्यारपत्र लिहुन देणार व्यक्तीपैकी कोणीही मयत झालेले नाही

किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्द बातल ठरलेले नाही. सदरचे

कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे.

सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२

अन्वये शिक्षेस मी पात्र राहीन याची मला जाणीव आहे.

दिनांक :

कुलमुखत्यारपत्र धारकाचे नांव

व सही

करल - ५

दस्त क्र. 93000 /२०२४

१४९ / १५५

घोषणापत्र

मी **जितेंद्र गायकवाड** याद्वारे घोषित करतो की ,दुय्यम निबंधक कुर्ला-5 यांच्या कार्यालयात **करारनामा** या शीर्षकाचा दस्त नोंदणी साठी सादर करण्यात आला आहे . **मनोहर छाब्रिया** यांनी दि. **04/12/2019** रोजी मला दिलेल्या कुलमुखत्यार पत्राच्या आधारे मी सदर दस्त नोंदणीस सादर केला आहे /निष्पादित करून कबुली जबाब दिला आहे .सदर कुलमुखत्यार पत्र लिहून देणारयांनी कुलमुखत्यार पत्र रद्द केलेले नाही किंवा कुलमुखत्यार पत्र लिहून देणार व्यक्ती पैकी कोणीही मंयत झालेलेल नाही व अन्य कोणत्याही कारणामुळे कुलमुखत्यार पत्र रद्दबातल ठरलेले नाही .सदर चे कुलमुखत्यार पत्र पूर्णपणे वैध्य असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे .सदर चे कथन चुकीचे आढळून अल्यास नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहीन याची मला जाणीव आहे.

दिनांक : 16/05/2024

कुलमुखत्यार पत्रधारकाचे नाव

जितेंद्र गायकवाड

करल - ५

दस्त क्र. 93000 /२०२४

१५०१ १५५

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

SWETA SURESH PARAB

SURESH RAJARAM PARAB

18/08/1987

Permanent Account Number
BISPP1341Q

Signature

20062014

THE SEAL OF THE SUB REGISTRAR KURLA-5 MUMBAI SUBUREAN DIST. (BANDRA)

भारत सरकार
Government of India

आधार

Issue Date: 07/08/2011

Sweta Suresh Parab
DOB: 18/08/1987
Female

8852 5371 0590

मेरा आधार, मेरी पहचान

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

CHORE NISHIKANT SAHEBRAO

SAHEBRAO LAXMANRAO CHORE

16/04/1987

Permanent Account Number
AJQPC2902E

Signature

भारत सरकार
Government of India

आधार

Download Date: 05/05/2021

निशिकांत साहेबराव चोरे
Nishikant Sahebrao Chore
जन्म तारीख/DOB: 16/04/1987
पुरुष/ MALE

Issue Date: 04/05/2021

8334 2089 3630

VID : 9123 5982 7930 5458

माझे आधार, माझी ओळख

आयकर विभाग भारत सरकार
INCOME TAX DEPARTMENT GOVT. OF INDIA

KARAN RAMCHANDER GUPTA

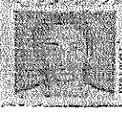
RAMCHANDER GUPTA

25/07/1987

Permanent Account Number

ALBPG7681F

Signature



करल - ५

दस्त क्र. 9300D /२०२४

१५१ / १५५

आयकर विभाग भारत सरकार
INCOME TAX DEPARTMENT GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AACCW8360J

नाम / Name
WADHWA & ASSOCIATES PROJECT DEVELOPERS PRIVATE LIMITED

निगमन/गठन की तारीख
Date of Incorporation/Formation
17/12/2020

THE SEAL OF THE SUB REGISTRAR KURLA-5 MUMBAI SUBURBAN DIST. (BANDRA)

आयकर विभाग भारत सरकार
INCOME TAX DEPARTMENT GOVT. OF INDIA

DEEPAK SADASHIV SATVE

SADASHIV SHANKAR SATVE

17/11/1993

Permanent Account Number

ESHPS6701K

Signature

27022013

करल - ५

दस्त क्र. १३०००/२०२४

१५२/१५५

THE SUB REGISTRAR KURLA-5
MUMBAI SUBURBAN DIST. (BANDRA)

520/13000
गुरुवार,16 मे 2024 11:20 म.पू.

दस्त गोषवारा भाग-1

करल5
दस्त क्रमांक: 13000/2024

करल - ५
दस्त क्र. 93000 /२०२४
१५३ / १५५

दस्त क्रमांक: करल5 /13000/2024

बाजार मुल्य: रु. 1,52,87,399/- मोबदला: रु. 2,59,30,000/-

भरलेले मुद्रांक शुल्क: रु.15,55,800/-

दु. नि. सह. दु. नि. करल5 यांचे कार्यालयात
अ. क्रं. 13000 वर दि.16-05-2024
रोजी 11:18 म.पू. वा. हजर केला.

पावती:13738 पावती दिनांक: 16/05/2024

सादरकरणाराचे नाव: **निशिकांत साहेबराव चोरे (AJQPC2902E)**

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 3100.00
पृष्ठांची संख्या: 155	
	एकुण: 33100.00

दस्त हजर करणाऱ्याची सही:

Joint S.R. Kurla-5
सह दुय्यम निबंधक वर्ग २
कुर्ला क्र. ५

Joint S.R. Kurla-5
सह दुय्यम निबंधक वर्ग २
कुर्ला क्र. ५

दस्ताचा प्रकार: करारनामा

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

शिक्का क्रं. 1 16 / 05 / 2024 11 : 18 : 55 AM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 16 / 05 / 2024 11 : 20 : 06 AM ची वेळ: (फी)

प्रतिज्ञापत्र

प्रस्तुत दस्तऐवज भारतीय नोंदणी अधिनियम १९०८ व महाराष्ट्र नोंदणी नियम १९६१ मधील तरतुदींनुसार निष्पादीत करून नोंदणीस सादर केलेला आहे. दस्तऐवजासोबत जोडलेली कागदपत्रे, नकाशे व कुलमुखत्यारपत्रे यांच्या सत्यता व वैधतेबाबतची खात्री दस्तऐवजातील निष्पादक यांनी केलेली असुन, त्याची सर्वस्व जबाबदारी निष्पादक यांची आहे. प्रस्तुत हस्तांतरणास केंद्र अथवा राज्य शासनाच्या कोणत्याही अधिनियम/नियम/ अधिसुचना अथवा परिपत्रके यांचे निर्बंध नाहीत वा उल्लंघन होत नाही.

लिहून देणार
१)
२)

लिहून घेणार
१)
२)

16/05/2024 11 24:42 AM

दस्त गोषवारा भाग-2

करल5
दस्त क्रमांक:13000/2024

दस्त क्रमांक :करल5/13000/2024
दस्ताचा प्रकार :-करारनामा

अनु क्र	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	ठसा प्रमाणित
1	नाव:निशिकांत साहेबराव चोरे (AJQPC2902E) पत्ता:प्लॉट नं: 1602, माळा नं: -, इमारतीचे नाव: रुणवाल मरीन , ब्लॉक नं: लक्ष्मी रोड, मल्होत्रा चेंबर्स जवळ, देवनार, मुंबई, रोड नं: -, महाराष्ट्र, MUMBAI. पॅन नंबर:	लिहून देणार वय :-37 स्वाक्षरी:-		
2	नाव:श्वेता सुरेश पारव (BISPP1341Q) पत्ता:प्लॉट नं: 1602, माळा नं: -, इमारतीचे नाव: रुणवाल मरीन , ब्लॉक नं: लक्ष्मी रोड, मल्होत्रा चेंबर्स जवळ, देवनार, मुंबई, रोड नं: -, महाराष्ट्र, MUMBAI. पॅन नंबर:	लिहून देणार वय :-37 स्वाक्षरी:-		

वरील एवजाबद्दल करून देणार तथाकथीत करारनामा या दस्त ऐवज करून दिल्याचे कबुल करतात.

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

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	ठसा प्रमाणित
1	नाव:दीपक मस्के - - वय:28 पत्ता:मुलुंड गोरगाव लिंक रोड नाहूर पश्चिम मुंबई पिन कोड:400080	स्वाक्षरी	
2	नाव:करण गुप्ता - - वय:38 पत्ता:बेंबई मुंबई पिन कोड:400074	स्वाक्षरी	

खालील पक्षकाराची कबुली उपलब्ध नाही.

अनु क्र.	पक्षकाराचे नाव व पत्ता
1	पक्षकाराचे नाव:वाधवा असोसिएट्स प्रोजेक्ट डेव्हलपर्स प्रा. लिमिटेड (पूर्वीचे नाव वाधवा अँड असोसिएट्स प्रोजेक्ट डेव्हलपर्स एलएलपी)वे [illegible] MUMBAI पत्ता:प्लॉट नं: -301, माळा नं: -, इमारतीचे नाव: प्लॅटिना, ब्लॉक नं: सी -59,[illegible] कुर्ला कॉम्पलेक्स, रोड नं: [illegible] पूर्व, मुंबई, [illegible]

करल -5
दस्त क्र. 13000 /2024
१५५ / १५५

Joint S.R. Kurla-2
सह दुय्यम निबंधक वर्ग २
कुर्ला क्र. ५

Payment Details.

Sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	WADHWA AND ASSOCIATES PROJECTS DEVELOPERS PRIVATE LIMITED	eChallan	69103332024050814109	MH001763421202425E	1555800.00	SD	0001167494202425	16/05/2024
2		DHC		0524160301670	2000	RF	0524160301670D	16/05/2024
3		DHC		0524165501722	1100	RF	0524165501722D	16/05/2024
4		eChallan		MH002080619202425E	30000	RF	0001187504202425	16/05/2024

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

13000 /2024

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2. Get print immediately after registration.

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22/05/2024 8 50:22 AM

दस्त गोषवारा भाग-2

कर्ला5
दस्त क्रमांक.13000/2024

दस्त क्रमांक :कर्ला5/13000/2024
दस्ताचा प्रकार :-करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	ठसा प्रमाणित
1	नाव:निशिकांत माहेश्वराव चोरे (AJQPC2902E) पत्ता:प्लॉट नं: 1602, माळा नं: -, इमारतीचे नाव: रुणवाल सरीन , ब्लॉक नं: लॅक्मे रोड, मल्होत्रा चेंबर्स जवळ, देवनार, मुंबई, रोड नं: -, महाराष्ट्र, MUMBAI. पॅन नंबर:	लिहून घेणार वय :-37 स्वाक्षरी:-		
2	नाव:श्वेता सुरेश परब (BISPP1341Q) पत्ता:प्लॉट नं: 1602, माळा नं: -, इमारतीचे नाव: रुणवाल सरीन , ब्लॉक नं: लॅक्मे रोड, मल्होत्रा चेंबर्स जवळ, देवनार, मुंबई, रोड नं: -, महाराष्ट्र, MUMBAI. पॅन नंबर:	लिहून घेणार वय :-37 स्वाक्षरी:-		
3	नाव:वाधवा अँड असोसिएट्स प्रोजेक्ट डेव्हलपर्स प्रा. लिमिटेड (पूर्वीचे नाव वाधवा अँड असोसिएट्स प्रोजेक्ट डेव्हलपर्स एलएलपी)चे संचालक मनोहर छाब्रिया तर्फे मुखत्यार जितेंद्र गायकवाड पत्ता:प्लॉट नं: ऑफिस -301, माळा नं: -, इमारतीचे नाव: प्लॅटिना, ब्लॉक न: सी -59,बांद्रा कुर्ला कॉम्प्लेक्स, रोड नं: बांद्रा पूर्व, मुंबई, महाराष्ट्र, MUMBAI. पॅन नंबर:	लिहून देणार वय :-30 स्वाक्षरी:-		

वरील दस्तऐवज करून देणार तथाकथीत करारनामा चा दस्त ऐवज करून दिल्याचे कबूल करतात.
शिक्का क्र 3 ची वेळ:22 / 05 / 2024 08 : 48 : 08 AM

ओळख:-
साक्षीदार इथम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यांना व्यक्तीश: ओळखतात व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता		छायाचित्र	ठसा प्रमाणित
1	नाव:दीपक सन्वे - - वय:28 पत्ता:मुलुंड गोरगाव लिंक रोड नाहुर पश्चिम मुंबई पिन कोड:400080	स्वाक्षरी		
2	नाव:करण गुप्ता - - वय:38 पत्ता.चेंबूर मुंबई पिन कोड:400074	स्वाक्षरी		

शिक्का क्र.4 ची वेळ:22 / 05 / 2024 08 : 49 : 18 AM

शिक्का क्र.5 ची वेळ 22 / 05 / 2024 08 : 49 : 50 AM नोंदणी पुस्तक 1 मध्ये

करल - ५
दस्त क्र. १३०००/२०२४
१५५ / १५५

Joint S.R. Kurla-5
सह दुय्यम निबंधक वर्ग २
कुर्ला क्र. ५

Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	WADHWA AND ASSOCIATES PROJECTS DEVELOPERS PRIVATE LIMITED	eChallan	69103332024050814109	MH001763421202425E	1555800.00	SD	0001167494202425	16/05/2024
2				0524160301670	30000	RF	0524160301670D	16/05/2024
3				0524165501722	1100	RF	0524165501722D	16/05/2024
		eChallan		MH002080619202425E	30000	RF	0001167504202425	16/05/2024

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

प्रमाणित करण्यात येते की, या दस्तामध्ये एकूण १५५ पाने आहेत.
पुस्तक क्र.१ करल- ५/ १३०००/२०२४
या क्रमांकावर नोंदला.
दिनांक : २२ / ५ / २०२४

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सह दुय्यम निबंधक वर्ग २ कुर्ला क्र. ५
मुंबई उपनगर जिल्हा