

# Vasant Oasis

Where Life Blooms

## CERTIFIED TRUE COPY

Dated 9-Sep-2019

SUBJECT TO MUMBAI JURISDICTION

1 1 1 1

Invoice No. IS/02336/19-20 Ref No. BDR-4/8152/2019



Intime Services(Mumbai)Pvt Ltd

13/B, 1ST FLOOR, JAISWAL BHAVAN, OPP.AMBAJI DHAM TEMPLE, M. G. ROAD, MULUND (WEST) MUMBAI - 400080

GSTIN/UIN: 27AACCI8611C1ZV State Name: Maharashtra, Code: 27 CIN: U74900MH2012PTC227630 E-Mail: info@intimeservices.in

TAX INVOICE

Party: RITA S AGARWAL

: Maharashtra, Code : 27 State Name

Place of Supply: Maharashtra



Description of Services	HSN/SAC	Amount
Service Charges for Registration	9982	6,000.00
	CGST	540.00
	SGST	540.00
		1
	Total	₹ 7,080.00 E. & O.E
Amount Chargeable (in words)		E. & O.E

Indian Rupees Seven Thousand Eighty Only

Central Tax State Tax Tax Amount Amount 540.00 1,080.00 Total 6,000.00 540.00 540.00

Tax Amount (in words): Indian Rupees One Thousand Eighty Only

SALE AGREEMENT - FLAT NO 1701, CAMELIA B, Bank Name

VASANT OASIS

Company's PAN

: AACCI8611C

Company's Bank Details

: Bank of India : 006920110000469

A/c No.

Branch & IFS Code: MULUND (WEST) & BKID0000069

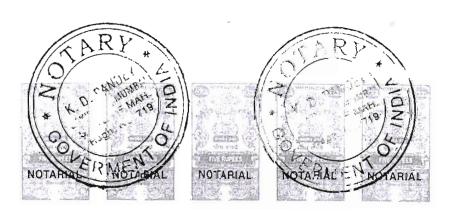
Declaration

Whether Tax is payable on reverse charge basis - No

for Intime Services(Mumbai)Pvt Ltd

Horesh, C=Thatker

Authorised Signatory



TO TOOM

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323/8152

पावती

Original/Duplicate -

Monday, September 09, 2019

नोंदणी क्रं. :39म

7:08 PM

पावती क्रं.: 9477

Regn.:39M दिनांक: 09/09/2019

गावाचे नाव: मरोळ

दस्तऐवजाचा अनुक्रमांक: वदर4-8152-2019

दस्तऐवजाचा प्रकार: करारनामा सादर करणाऱ्याचे नाव: रीता अग्रवाल

नोंदणी फी

₹. 30000.00

दस्त हाताळणी फी

₹. 3400.00

पृष्ठांची संख्या: 170

एकूण:

रु. 33400.00

आपणास मूळ दस्त, थंबनेल प्रिट, सूची-२ अंदाजे

7:26 PM ह्या वेळेस मिळेल.

बाजार मुल्य: रु.11149000 /-

मोबदला रु.17289980/-

भरलेले मुद्रांक शुल्क : रू. 1037400/-

सह दुरुपम निबंधक, अंधेरी-2

सह. दुय्यम निबंधक, अंधेरी क्र. २ मुंबई उपनगर जिल्हा

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0909201907339 दिनांक: 09/09/2019

बॅंकेचे नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH005799007201920M दिनांक: 31/08/2019

बँकेचे नाव व पत्ताः

3) देयकाचा प्रकार: DHC रक्कम: रु.1400/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0909201907459 दिनांक: 09/09/2019

बँकेचे नाव व पत्ता:

Reta-s Awal

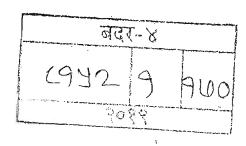


मूल्यांकन पत्रक ( शहरी क्षेत्र - बांधीव ) Valuation ID 201909095477 09 September 2019,07:04:58 PM मुल्यांकनाचे वर्ष 2019 जिल्हा मुंबई(उपनगर) मुल्य विभाग 43-मरोळ ( अंधेरी ) 43/219 भुभागः उत्तरेस गावाची हद्द्, पुर्वेस गाव सीमा, दक्षिण व पश्चिमेस गावाची हद्द् व पाईप लाईन उप मृत्य विभाग सर्व्हे नंबर /न भू क्रमांक सि टी.एस नंबर#345 वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु. खुली जमीन निवासी सदनिका कार्यालय औद्योगीक मोजमापनाचे एकक दुकाने 63100 131500 144700 195300 131500 चौरस मीटर बांधीव क्षेत्राची माहिती बांधकाम क्षेत्र(Built Up)-69.22चौरस मीटर मिळकतीचा वापर-निवासी सदनिका मिळकतीचा प्रकार-बांधीव बांधकामाचे वर्गीकरण-।-आर सी सी मिळकतीचे वय-0 TO 2वर्षे मूल्यदर/बांधकामाचा दर -Rs.131500/-उद्ववाहन सुविधा-आहे मजला -11th floor To 20th floor प्रकल्पाचे क्षेत्र-2 to 10 hector Sale Type - First Sale Sale/Resale of built up Property constructed after circular dt.02/01/2018 = ((धसा-यानुसार मिळकतीचा प्रति चौ मीटर मुल्यदर) \* 105 % ) (सूत्र) प्रकल्पाचे क्षेत्रानुसार दर प्रकल्पाचे क्षेत्रानुसार निवासी सदनिका करीता प्रती चौ. मीटर दर = Rs. 138075/-मजला निहाय घट/वाढ = 110% apply to rate= Rs.151882/-घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मुल्यदर =(((वार्षिकं मुल्यदर - खुल्या जिमनीचा दर ) - धसा-यानुसार टक्केवारी )+ खुल्या जिमनीचा दर ) =(((151882-63100)\*(100/100))+63100) = Rs 151882/- मुख्य मिळकतीचे मुल्य = वरील प्रमाणे मुल्य दर \* मिळकतीचे क्षेत्र = |5|882 \* 69.22 = Rs.10513272.04/-E) बंदिस्त वाहन तळाचे क्षेत्र 16.73 चौरस मीटर बंदिस्त वाहन तळाचे मुल्य = 16.73 \* ( 151882 \* 25/100 ) = Rs.635246.465/-= मुख्य मिळकतीचे मुल्प +तळघराचे मुल्प + मेझॅनाईन मजला क्षेत्र मुल्प + लगतच्या गव्वीचे मूल्प + वरील गव्वीचे मुल्प + बंदिस्त बाहन तळाचे मुल्प + खुल्या जमिनीवरील वाहन तळाचे मुल्प + इमारती भोवतीच्या खुल्या जागेचे मुल्प + बंदिस्त बाल्कनी एकत्रित अंतिम मुल्य = A + B + C + D + E + F + G + H + I = 10513272.04 + 0 + 0 + 0 + 635246.465 + 0 + 0 + 0 + 0=Rs.11148518.505/-

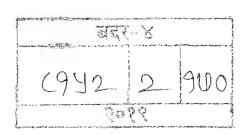
Home Print















#### CHALLAN MTR Form Number-6



GRN MH00	5799007201920M	BARCODE			III Date	30/08/2019-10 54.	26 For	m ID	25 2	2
Department Inspector General Of Registration					Payer Details			_		
	Stamp Duty			TAX ID (If Ar	ıy)					
Type of Payme	ent Registration Fee	•		PAN No.(II A	pplicable)	ABJPA5232E				
Office Name	BDR4_JT SUB RE	GISTRAR ANDH	ERI 2	Fuil Name		BITA S AGARWAL				
Location	MUMBAI									
Year	2019-2020 One Time		Flat/Block N	lo.	FLAT NO 1701, CAI	MELIA E	B. VASA	'N" O	ASIS	
	Account Head De	tails	Amount Iπ Rs.	Premises/B	uilding					
0030045501	Stamp Duty		1037406.00	Road/Street	1	ANDHERI EAST				
0030063301	Registration Fee		30000.00	0 Area/Locality		MUMBAI				
				Town/City/	District					
		The state of the s	UB FEGIS	PIN			4 0	0	0	5 9
		1/20 1/6	ELECTION OF THE SECOND	Remarks (If	Any)					
		TO CO	(1) PE	PAN2≃AAA LTD~	CN1884C~	-SecondPartyName=I	NEEPA	REAL	ESTA	TES PVT
			3			बर	<del>11-</del> 2	<u> </u>	0.	
		11100	COAN DIST. PARTY	_		992		\$	191	
			The state of the s	Amount In	Ten Lak	h Sixty Seven Thous			ed Ru	pees
Total			10,67,400.00	Words	Only	100 pt	075	);		
Payment Details PUNJAB NATIONAL BANK				F	OR USE IN RECEIVE	NG BA	NK			
	Cheque	e-DO Details		Bank CIN	Ref. No.	03006172019083	000254	31081	9M580	)5
Cheque/DD N	0.			Bank Date	RBI Date	31/08/2019-10:03	.42	Not Ve	rified	with RBI
Name of Bank				Bank-Branc	h	PUNJAB NATION	AL BAN	IK		
Name of Brand	ch			Scroll No.,	Date	Not Verified with	Scroll			

Department ID : Mobile No. 9594990551 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवळ दुय्यम निसंधक कार्यालयात नोदणी करावयाच्या दस्तांसाठी लागु आहे . नोदणी न करावयाच्या दस्तांसाठी सदर नाही .



Page 1/1



Print Date 31-08-2019 11:23:30



C942 8 900 2003



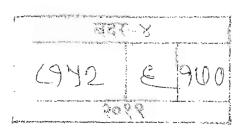


#### CHALLAN MTR Form Number-6



GRN MH0057990072	01920M	BARCODE	<b>                                    </b>	W        W	III Da	te 30	0/08/2019-10:54	:26 F	orm ID	25.7	2	
Department Inspector	rtment Inspector General Of Registration				Payer Details							
	p Duty			TAX ID (If A	ny)							
Type of Payment Regis	stration Fee			PAN No.(if A	pplicable	) ABJ	PA5232E					
Office Name BDR4JT SUB REGISTRAR ANDHERI 2			Full Name		RIT	A S AGARWAL						
Location MUMBA	_											
Year 2019-202	20 One Tim	ne		Flat/Block 1	No.	FLA	AT NO 1701, CA	MELIA	B, VASA	NT O	ASIS	
Accour	t Head Det	ails	Amount In Rs.	Premises/B	uilding							
0030045501 Stamp Du	ty		1037400.00	Road/Stree	t	ANI	DHERI EAST					
0030063301 Registratio	on Fee		30000.00	Area/Locali	ty	MU	MBAI					
			e and it is made an	Town/City/I	District							
		101110	UE PEGIS	PIN				4	0 0	0	5	9
		1/8 Con 18	Constant to	Remarks (I	Any)							
₹1067400.00		SEA	an oss	RAN2=AAA ₹TI	CN1884C	-Seco	ondPartyName=	NEEP	A REAL	ESTA	TES	PVT
				Amount In	Ten La	kh Six	ty Seven Thous	and Fo	our Hundr	ed Ru	pees	
POLITERACE			10,67,400.00	Words	Only							
Payment Details	PUN	JAB NATIONAL BANK	ζ			FOR L	JSE IN RECEIV	ING BA	ANK			
	Cheque	-DD Details		Bank CIN	Ref. No.	03	3006172019083	000254	4 310819	M580	5	
Cheque/DD No.				Bank Date	RBI Date	3	1/08/2019-10:03	:42	03/09/2	019		
Name of Bank				Bank-Branc	h	PI	UNJAB NATION	IAL BA	NK			
Name of Branch				Scroll No. ,	Date	1	. 03/09/2019					
Department ID NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered oocument.  सदर बदान केवल दुरखम निवधक कार्यालाल नोदंगी करावयाच्या दरलासाठी लाग आहे. नोदंगी न करावराच्या दरलासाठी सदर चतान नांगु नाही.  Validity unknown  Dight signed Divided Not Note of the Sub Mumbal 02 Note of the Sub Mumbal 02 Note of the Sub Note o					1551							
Sr. No. Dog	enerks Ion: India	Defa	cement No.	<del></del>	ment Dat	10000	Userld		Defacen	ent A	mour	nt
(IS)-323-8152			69553201920	-	19-19:08:		IGH187				30000	
2 (IS)-323-8152		000310	69553201920	109/09/20	19-19:08:		IGR187				37400	



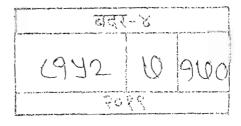




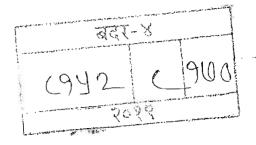
Department of Stamp & Registration, Maharashtra Receipt of Document Handling Charges Date 09/09/2019 PRN' 0909201907459 Received from RITA S AGARWAL, Mobile number 9594990551, an amount of Rs.1400/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Andheri 2 of the District Mumbai Sub-urban District. Payment Details Bank Name PUNB Date 09/09/2019 5032112486 REF No. Bank CIN 10004152019090906399 This is computer generated receipt, hence no signature is required.

可屬於 可報告















## **Receipt of Document Handling Charges**

PRN

0909201907339

Receipt Date

09/09/2019

DEFACED

Received from RITA S AGARWAL, Mobile number 9594990551, an amount of Rs.2000/-, towards Document Handling Charges for the Document lo be registered on Document No. 8152 dated 09/09/2019 at the Sub Registrar office Joint S.R. Andheri 2 of the District Mumbai Sub-urban District.

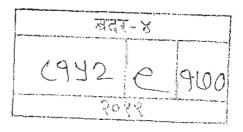
₹ 2000

#### Payment Details

_				
-	Bank Name	PUNB	Payment Date	09/09/2019
	Bank CIN	10004152019090906305	REF No.	5032112120
	Deface No	0909201907339D	Deface Date	09/09/2019

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









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## **Receipt of Document Handling Charges**

PRN 0909201907339 Receipt Date 09/09/2019

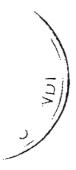
Received from RITA S AGARWAL, Mobile number 9594990551, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 8152 dated 09/09/2019 at the Sub Registrar office Joint S.R. Andheri 2 of the District Mumbai Sub-urban District.

DEFACED 2000 DEFACED

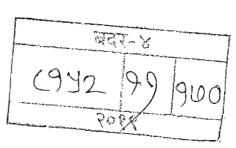
#### **Payment Details**

_	<u> </u>			
	Bank Name	PUNB	Payment Date	09/09/2019
	Bank CIN	10004152019090906305	REF No.	5032112120
	Deface No	0909201907339D	Deface Date	09/09/2019

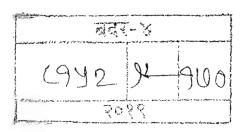
This is computer generated receipt, hence no signature is required.













	AGREEMENT FOR SALE				
THIS AGREEMENT is made at Mumbai on	this 5th day of				
september20_19;					
BETWEEN	), i				
NEEPA REAL ESTATES PRIVATE LIMITED, a the provisions of Companies Act, 1956 having its resulting Business Plaza, 12 <sup>th</sup> floor, Sant Dyaneshwar Marg, Kalanagar, Bandra (E), Mumbai – 400 051, her "Promoter" (which expression shall unless it be repugathereof, be deemed to mean and include its successor.	Near Guru Nanak Hospital, reinafter referred to as the nant to the context or meaning				
PART;	CAN'T SOUN				
AND	The state of the s				
Mr/Mrs/Miss/Messrs. RITA S. AGARWA					
MR. SUYASH AGAI	11				
111111111111111111111111111111111111111	The same of the sa				
Indian Inhabitant(s) residing at FATEHPURIA COMPOUND,					
NAIRWADI KHERANI ROAD, ANJALI MEDICAL					
NAIRWADI KHERANI ROAD, A LANE, SAKI NAKA, ANDHERI EAS					
LANE, SAKI NAKA, ANDHERI EAS					
LANE, SAKI NAKA, ANDHERI EAS	T,MUMBAI-400072.				
DANE, SAKI NAKA, ANDHERI EAS	T,MUMBAI-400072.				
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DANE, SAKI NAKA, ANDHERI EAS	T,MUMBAI-400072.				
DANE, SAKI NAKA, ANDHERI EAS	T,MUMBAI-400072.				
OR  a partnership firm registere  Act 1932 and carrying on Business at  OR  OR	T,MUMBAI-400072.				
OR  a partnership firm registere  Act 1932 and carrying on Business at  OR  OR  a Company  Companies Act 1913 / Companies Act 1956/ Companies	T,MUMBAI-400072.  Ed under the Indian Partnership  registered under the Indian				
ORa partnership firm registere Act 1932 and carrying on Business at  OR  OR  a Company	T,MUMBAI-400072.  Ed under the Indian Partnership  registered under the Indian				
OR  a partnership firm registere  Act 1932 and carrying on Business at  OR  OR  a Company  Companies Act 1913 / Companies Act 1956/ Companies	T,MUMBAI-400072.  Ed under the Indian Partnership  registered under the Indian				
OR  a partnership firm registere  Act 1932 and carrying on Business at  OR  OR  a Company  Companies Act 1913 / Companies Act 1956/ Companies	T,MUMBAI-400072.  Ed under the Indian Partnership  registered under the Indian				

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

(Signature of Promoter)

A Jus

(Signature of Purchaser/s)

#### WHEREAS

D.

अदर्-र

2063

- A. Borosil Glass Works Limited ("Borosil") was the erstwhile owner of a large tract of land situated at Village Marol, Taluka Andheri District of Mumbai City and Mumbai Suburban; and was running a factory thereon;
- B. By and under a letter dated 21st November 2009 bearing no KaAa/NaHPra/Pra.Kra.222/2009/Karyasan -7 issued by the Labour office of the Commissioner, the Labour Commissioner has granted its no objection certificate for closure to the factory standing thereon;
- C. By and under letter dated 29<sup>th</sup> May 2010 bearing no Kra.Na.Ja.Ka.Dha./Borosil Glassworks /2010/C-7186 issued by the Directorate of Industries, the Directorate of Industries has informed that land admeasuring 79561 sq. mtrs. of the large tract of land does not fall within the purview of Section 20 (i) of the Urban Land Ceiling and Regulation Act 1975;
  - By an Indenture of Conveyance dated 27th August 2010 made by and Borosil. therein referred to as the "the Vendor" of the one part and the Promoter herein i.e. Neepa Real Estates Private Limited, therein referred to as the "the Purchaser" of the other part and registered with the office of Sub-Registrar of Assurances at Bandra under Serial No.8183 of 2010, Borosil (i) granted, sold, conveyed and assigned unto the Promoter a large piece and parcel of land and bearing CTS Nos. 246, 340, 341A, 343A, 344A, 345A, 345/1 to 345/55, 345/56A, 345/57A, 345/58A/1, 345/59, 345/61A to 65, 345/69 to 345/72, 348, 349, 350, 353, 355A, 357, 401 and S.No.32A Hissa No.6 admeasuring in the aggregate 68,789.54 (sixty eight thousand seven hundred and eighty nine point fifty four) square metres or thereabouts together with structures standing thereon; (ii) transferred, assigned and assured unto the Promoter, all its feesehold right, title and interest acquired from the then owner Mr. Khodabux Abdul Rehman to all that piece or parcel of property or ground, bearing Survey No.21 Hissa No.1 admeasuring 756 (seven hundred and fifty six square yards or thereabouts and Survey No.24 Hissa No.3 admeasuring #930 (four thousand nine hundred and thirty) square yards or thereabouts aggregating to 5686 (five thousand six hundred and eighty six) square yards equivalent to 4753.46 (four thousand seven hundred and fifty three point forty six) square meters or thereabouts together with the structures standing thereon ("the Leasehold Land") for the unexpired balance period of 999 (nine ninety nine) years subject to the payment of rent reserved thereunder and the performance and observance of the covenants and the conditions contained therein; and (iii) granted, transferred and assured unto the Promoter herein, all its right and interest it may have in law or in equity to all that piece and...parcel of property bearing CTS Nos.337-A/1(P), 337-A/2(P), 345/60 (part), 38\$ (part), 437 (part), 438 (part), 463-A (part), 466 (part), 469 (part),

657 (part) admeasuring in the aggregate 569.72 (five hundred and sixty nine points) seventy two) square metres or thereabouts together with structures standing thereon for the consideration and in the manner therein specified. The lands described in (i), (ii) and (iii) are collectively referred to as the said

Larger Property ("the said Larger Property"). Thus the Promoter is well

E. By and under Indenture of Conveyance dated 1st April 2011, registered with the Sub-Registrar of Assurances, Bandra, under serial no. BDR1/5313 of 2011 made by and between Mr. Abdul Rehman Khuda Baksh and 8 others being the heirs of Mr. Khodabux Abdul Rehman as Vendor of the One Part and Borosil as the Purchaser/s of the Other Part, Mr Abdul Rehman Khuda Baksh and 8 ors sold, transferred and conveyed all their reversionary rights in the Leasehold Land to the Borosil. Thus, Borosil became owner of the

and sufficiently entitled to the said Larger Property.

A Not

(Signature of Purchaser/s)



Leasehold Land and Promoter herein is the Lessee in respect of the Leasehold Land for the unexpired balance period of the Indenture of Lease dated 7th August 1962.

- The Promoter proposes to developing the said Larger Property by putting up F. construction thereon, by utilizing Floor Space Index (F.S.I.) and/or Transferable Development Rights (T.D.R.) arising/emanating from the said Larger Property (including portions thereof which are under D.P. Road/setback) and also outside T.D.R. The Promoter also proposes to avail FSI under the provisions of Regulation 33 (24) of the Development Control Regulations for Mumbai 1991 (D. C. Regulations). The Promoter reserves the right to handover portions of the said Larger Property following the due process of the law;
- G. By an order bearing reference No.C/Works-3 C/Amalgamation/ Sub-Division/SR1557 dated 08-08-2011 and order bearing reference No.C/Works - 3 C/Amalgamation/Sub-Division/SR1557 dated 09-04-2013, the Collector Suburban District granted permission for amalgamation and subdivision of a portion of the said Larger Property, wherein ultimately the Promoter proposes to construct buildings is assigned as C.T.S. No.345/A1 admeasuring 51,459.3 sq. mtrs or thereabouts. The Promoter is in the process of amalgamating further land parcels out of the said Larger Property in such a manner that the land bearing C.T.S. No.345/A1 shall admeasure 56,161.54 sq mtrs or thereabouts (out the said Larger Property) and the same shall be construed as the land on which the buildings will be constructed and be called as Vasant Oasis Project (as defined below). As such, the Property Register Card in respect of Vasant Oasis Land (as defined below) shall stand amond to the respect of Vasant Oasis Land (as defined below) shall stand amond to the respect of Vasant Oasis Land (as defined below) shall stand amond to the respect of Vasant Oasis Land (as defined below) shall stand amond to the respect of Vasant Oasis Land (as defined below) shall stand amond to the respect of Vasant Oasis Land (as defined below) shall stand amond to the respect of Vasant Oasis Land (as defined below) shall stand amond to the respect of Vasant Oasis Land (as defined below) shall stand amond to the respect of Vasant Oasis Land (as defined below) shall stand amond to the respect of Vasant Oasis Land (as defined below) shall stand amond to the respect of reflect land bearing C.T.S. No.345/A1 admeasuring 56,161.54 sq mirs-on thereabouts:
- The Promoter has prepared a proposed layout plan in respect of the said H. Larger Property which is comprising of the following:
  - residential cum commercial complex known as "Vasant Oasis consisting of (i) 19 (nineteen) buildings/wings, each wing/building having common lower basement and upper basement with stilt/B-nois deck, first and second podium and premises for sale on upper levels and (ii) stand alone 20th building having separate basement, podium, stilt and premises for sale on the upper level (hereinafter collectively referred to as "Vasant Oasis Project") to be constructed, on portion of the said Larger Property admeasuring 51,459.3 sq. mtrs. (subject to what is stated in Recital-G above) more particularly described in the First Schedule hereunder written (hereinafter referred to as "Vasant Oasis Land"). On the basis that the Promoters will have the permission as stated in Recital-G above and consequentially, land bearing C.T.S. No.345/A1 shall admeasure 56,161.54 so mitrs the layout is shown in orange colour boundary line on the plan annexed as Annexure "A" hereto. The Property Register Card of Wasant Gasis Land is annexed and marked as Annexure "B" hereto.

the common 2 (two) basements i.e. lower and upper basement of (ii) building no. 1 to 19 of Vasant Oasis Project, are already sanctioned and approved by the Municipal Corporation of Greater Mumbai (hereinafter referred to as "MCGM"), as public parking and shall be used as public parking by MCGM and/or its authorize occupants/nominees ("Public Parking"). For the purpose of Public Parking separate entry and exit shall be provided in the Vasant Oasis Project and the same is shown in yellow wash on the plan annexed and marked as Annexure "C" hereto. The Purchaser/s is/are aware

(Signature of Promoter)

(Signature of Purchaser/s)

that drainage system for Public Parking is common with drainage system of building no. I to 19 of Vasant Oasis Project and if possible and permitted by the authority, the Promoter may construct separate drainage system for Public Parking (hereinafter collectively referred to as "Public Parking Area").

- (iii) there are also internal roads passing through Vasant Oasis Land for the access, ingress and egress of the units/premises/flats occupant(s)/purchaser(s) of Vasant Oasis Project ("Internal Roads");
- there is pending dispute with one Ghatalia Family purportedly claiming rights in portion of the said Larger Property admeasuring 1422.12 sq. mtrs. ("Disputed Property"). In the event any order is passed by any court or tribunal in favour of the Promoter confirming the ownership of the Promoter in respect of the Disputed Property, the Promoter shall be entitled to utilize and consume the FSI/TDR benefits which may accrue from the Disputed Property within the buildings/wings constructed on the proposed layout plan;

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the Promoter has granted lease of portion of the said Larger Property admeasuring 815 sq. mtrs. to Reliance Infrastructure Limited for installing and operating substation of 33/11 KV ("Substation") in pursuance of Agreement to Lease dated 30<sup>th</sup> December 2014, registered with the Sub-Registrar of Assurances under serial no.BDR1-10228 of 2014;

the building no.18 known as "Daisy" shall have commercial premises ("Commercial Premises") and shall have separate and exclusive access, ingress or egress through the existing DP Road;

there are several reservations such as amenity plot, R.G., Road se back area, etc on the said Larger Property ("Reservations") that shall be handed over to concerned authority.

(viii) there shall be private road of 9 mtr. (as shown in blue wash on the plan annexed as Annexure "C") constructed/built by the Promoter ("Private Road") in the Vasant Oasis Project and which shall be used by the occupants/allottees/purchasers for ingress and egress of (i) occupants/allottees/agents/representatives of Vasant Oasis Project, (ii) Substation and (iii) Reservations;

The details of formation of the Apex Body, conferment of title upon the Apex Body with respect to the Vasant Oasis Project are more particularly specified in Clause 10 below.

Project that may be used by the Purchaser/s herein in common with all the purchasers/occupants of flats/units/premises of Vasant Oasis

Project are listed in the Third Schedule hereunder written ("Vasant Oasis Project Common Areas and Amenities").

(xi) The Promoter hereby declare that the total Floor Space Index of 2,04,500 sq. mtrs. shall be consumed and utilized in Vasant Oasis Project.

The aforesaid Vasant Oasis Project, Public Parking Area, Private Road, Internal Roads, Disputed Property, Substation, Commercial Premises and Reservations and shown on the proposed layout plan of the Larger Property as annexed and marked as **Annexure** "C" hereto.

I. The Vasant Oasis Project shall comprise of the following buildings/wings:-

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(Signature of Purchaser/s)

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Building No.	Building Name	
1	Ornella	
2	Tiffany	
3	Emerald	
4	Veronica	
5	Rosabel	
6	Ebony	
7	Daffodil	
8	Petunia	
9	Blue Bell	
10	Hana	SUB RECE
11	Eliza	COM SOURCE STORY
12	Acacia //	OUNT SUB REGISTAGE
13	Camelia-A & B	ارد بر الله بر الله بر الله
14	Jolan	
15	Danica	The State of the S
16	Lilium	OCRBAN (AS
17	Zinnia	
18	Daisy	
19	Carnation	
20	To be named	

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J. The Promoter have entered into a prescribed Agreement with an Architect, registered with the Council of Architects and also appointed a Structural Engineers for preparing structural designs and drawlings and the Purchaser/s accept/s the professional supervision of the said Architect and the said Structural Engineer till the completion of the buildings unless otherwise changed by the Promoter.

(having two wings namely Wing-A and Wing-B) consisting of lower basement and upper basement with stilt/E-deck, first and second podium and 3<sup>rd</sup> level to 24<sup>th</sup> level as habitable floors as permitted by the concerned authorities ("said Building") being constructed on land admeasuring 762.38 square meters or thereabouts out of Vasant Oasis Land, more particularly described in the Second Schedule hereunder written and shown in red colour hatched lines on the plan annexed and marked as Annexure "C" hereto (hereinafter referred to as "the said Property") as Real Estate Project with the Real Estate Authority (hereinafter referred to as "Authority") under the provisions of Section 5 of Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "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

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(Signature of Purchaser/s)

disclosures on website) Rules, 2017 (hereinafter referred to as "RERA Rules") ("said Building" and "said Property" are hereinafter collectively referred to as "Real Estate Project/Project").

- L. The principal and material aspects of the development of the said Building as disclosed by the Promoter are briefly stated below:-
  - (i) The said Building shall comprise of lower basement and upper basement with stilt, first and second podium as car parking spaces and 3<sup>rd</sup> level to 24<sup>th</sup> level as habitable floors.

The total FSI of 12,084.52 sq. mtrs. is required for development of the said Building and accordingly, the MCGM has sanctioned the entire required FSI of 12,084.52 sq. mtrs. and the same is generated from the said Larger Property;

The details of formation of the Society (as defined below) with respect to the structure of the buildings (excluding basements of Public Parking Area, podiums, common amenities and facilities and other spaces) are more particularly specified in Clause 9 below).

The common areas, facilities and amenities in the said Building that may be used by the Purchaser herein in common with other allottees/occupants/purchaser of the said Building are listed in the Fourth Schedule hereunder written ("Common Area and Amenities of the said Building").

The above details along with the relevant permissions and approvals are available for inspection on the website of the Authority at <a href="https://maharera.mahaonline.gov.in">https://maharera.mahaonline.gov.in</a>

- M. Promoter through its Architects has thereafter submitted their building plans in respect of the said Building to the MCGM for sanction thereof and the requisite Intimation of Disapproval ("IOD") and Commencement Certificate ("CC") in respect of the said Building has been received from MCGM vide. IOD No. CHE/WS/0252/K/337 (New) and C. C. No. CHE/WS/0252/337/K(New). Hereto collectively annexed and marked as Annexure "D" is copy of IOD and C.C.
- N. M/s Kanga & Co. have issued a Title Certificate relating to the said Larger Property. A copy of the said Title Certificate is annexed hereto and marked as Annexure "E".

O. The Promoter has registered the Project under the provision of RERA and RERA Rules with the Authority at Mumbai under no. P51800000921 on 25th July 2017. Copy of RERA Registration Certificate issued by the Authority is

act amexed and marked as Annexure "F" hereto.

Copies of following documents are armoved to this Agreement:

opy of plan of Vasart Ossis Project (Annexure "A");

Copy of Property Register Card of Vasant Oasis Project (Annexure

- (iii) Copy of proposed layout plan of Larger Property (Annexure "C")
- (iv) Copy of IOD and CC (Annexure "D");
- (v) Copy of Title Certificate issued by M/s Kanga & Co (Annexure "E");
- (vi) Copy of RERA Registration Certificate dated 25<sup>th</sup> July 2017 issued by the Authority (Annexure "F");

moter) (Signature of Purchaser/s)

(Signature of Promoter)

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- Copy of the floor plan of the said Flat (Annexure "G");
- (viii) Copy of list of charge/s ("Annexure "H").

The relevant details along with the annexures annexed to this Agreement ar available for inspection on the website of the https://maharera.mahaonline.gov.in

- The Purchaser/s has/have demanded from the Promoter and the Promoter has Q. given inspection to the Purchaser/s of all the documents of title relating to the D said Larger Property, Vasant Oasis Project, sanctioned plans of Real Estate Project, designs, layouts including the documents mentioned in the Recitals and more particularly in Recital P above and all other documents as specified under the RERA and RERA Rules and the Purchaser/s is/are fully satisfied with the title of Promoter in respect of the Vasant Oasis Land and has/have agreed not to raise any requisitions on or objection to the same;
- The Purchaser/s being fully satisfied in respect of title of Promoter in respect R. of the Larger Project (including the fact that the Promoter will handover Public Parking Area to MCGM), has/have approached the Promoter and requested to allot to him/her/them a flat bearing no. 1701 admeasuring  $(62.93 \text{ sq. mtrs. carpet area (excluding balcony/ies) on } 17^{\text{th}}$  habitable floor of the said Building to be known as "Camelia - B" being constructed on the said Property and more particularly described in the Second Schedule hereunder written and shown in red colour boundary line on the floor plan annexed and marked as Annexure "G" hereto (hereinafter referred to as the "said Flat") for the lumpsum consideration of Rs. 1,72,89,980/- (Rupees One Crore Seventy Two Lakhs Eighty Nine Thousand Nine Hundred Eighty Only) and on the terms and conditions as hereinafter appearing. The said Flat also have attached balcony/ies as shown in red colour hatched lines on the floor plan annexed and marked as Annexure "G" hereto (hereinafter referred to as "Balcony").
- S. Along with the said Flat, at the request of the Purchaser/s, the Promoter have also agreed to allot to the Purchaser/s exclusive right to use and occupy  $\underline{1}$ (fone) parking space in the said Building (hereinafter referred to as "Car Parking Space") subject to the terms and conditions as contained hereinafter. The said Flat, Balcony and Parking Space are hereinafter collectively referred to as "the said Premises".
  - The Promoter has the right to sell the said Flat in the Real Estate Project to be constructed by the Promoter, and, to enter into this Agreen with the Purchaser/s of the said Flat to receive the sale consideration in respect thereof.

The Promoter has created a charge/mortgage on the Vasant Oasis Lland and Vasant Oasis Project in favour of Indiabulls as detailed in Annexul'a, "H" hereto and Indiabulls has appointed IDBI Trusteeship Services Limited as their security trustee.

Under Section 13 of RERA, the Promoter is required to execute a written Agreement for Sale in respect of the said Flat agreed to be sold to the Purchaser/s and the Parties are therefore executed these presents which shall be registered under the provisions of Indian Registration Act, 1908.

₩. The Parties hereto are desirous of recording the terms and conditions on which the Promoter has agreed to allot the said Premises in the said Building to the Purchaser/s in the manner hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED

(Signature of Promoter)

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(Signature of Purchaser/s)

Authority

## BY AND BETWEEN THE PARTIES HERETO AS UNDER:

#### 1. AGREEMENT

1.1 The recitals contained above and schedules and annexures hereto form an integral and operative part of this agreement as if the same were set out and incorporated herein verbatim.

## 2. CONSTRUCTION OF THE PROJECT

- 2.1 The Promoter shall construct the said Building on the portion of Vasant Oasis Land being the said Property, more particularly described in Second Schedule hereunder written in accordance with the plans, specifications, designs and elevations as approved by the concerned local authority and which have been seen and inspected by the Purchaser/s with such variations and modifications as may consider necessary or as may be required by the Government, MCGM and/or any other local authority from time to time. The Promoter shall have to obtain prior consent in writing of the Purchaser/s in respect of any variations or modifications which may adversely affect the said Flat, except, any alteration or addition required by Government authorities or due to change in law or any change as contemplated by any of the disclosure already made to the Purchaser/s.
  - The fromoter is developing Vasant Oasis Project under Regulation 33 (24) of Digital i.e. PPL Scheme. The Promoter shall construct building no. 1 to 19 along with the Public Parking Area as more particularly described in Recital Heabors and which is required to be handed over to MCGM, free of cost for exotisive use and enjoyment thereof. For the purpose of Public Parking Parking parate entry and exit shall be provided in the Vasant Oasis Project. The separate entry and exit for Public Parking is shown in yellow wash on the plan annexed as Annexure "C", hereto. The Purchaser/s agree(s), confirm(s) and covenant(s) that he/she/they shall not raise any objection or claim any right in the Public Parking Area nor the Purchaser/s shall hinder, obstruct and/or create nuisance for usage of Public Parking Area. It is expressly agreed and understood by the Purchaser/s that his/her/their rights (subject to payment of all amounts due and payable to the Promoter under these presents) are limited to the extent of the said Flat and Parking Space and not otherwise.
- 2.3 The Purchaser/s is/are aware that the Promoter shall transfer and handover Public Parking Area along with certain amenities to MCGM free of costs and for exclusive use thereof and that MCGM and/or their successor, nominee(s) and assign(s) etc. shall not be required to become member of Society and Apex Body and shall not be required to pay property tax or any other taxes rates, duties, cess or charges including maintenance charges, sinking fund charges, repair fund charges etc. in respect of Public Parking Area and/or any amenities provided pursuant thereto to Society or otherwise.

The Purchaser/s hereby agree(s) and confirm(s) that Promoter, MCGM and/or their successor, nominee(s) and assign(s) etc. shall be entitled to use and enjoy Public Parking Area along with the amenities and facilities for any purpose / purposes as may be desired by MCGM and/or their successor, nominee(s) and assign(s) etc. and the Purchaser/s further agree(s) that the Promoter, MCGM and/or their successor, nominee(s) and assign(s) etc. shall be entitled to undertake or permit undertaking of any additions /alterations within the Public Parking Area as they may deem fit and proper.

2.5 The Purchasers/ hereby agree(s) that the Promoter shall be entitled to handover Public Parking Area along with the amenities and facilities to MCGM and/or such other person or persons, any third party or legal entity as

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- MCGM may direct for operation, management and maintenance on such terms and conditions as may be decided by the Promoter and/or MCGM.
- 2.6 The Purchaser/s are aware that MCGM and/or their successor, nominee(s) and assign(s) etc. shall be entitled to dispose of Public Parking Area along with the amenities and facilities unto and in favour of any person or persons, any third party or legal entity on such terms and conditions as may be decided by MCGM and/or their successor, nominee(s) and assign(s) etc. without any recourse and/or reference to the purchasers of the said Building and/or the Society and for which the Purchaser/s herein have no objection.
- The Purchaser/s is/are aware that drainage of Public Parking Area is connected with the drainage system of the said Building/Vasant Oasis Project. It is hereby further agreed by the Purchaser/s that the repair and maintenance of such drainage system, though connected with Public Rackings. Area shall be the sole and exclusive responsibility of purchasers of the flats/premises in the said Building/Vasant Oasis Project and the Society/Apex Body and that neither the Purchaser/s nor the Society/Apex Body shall demand any charges for the same from MCGM and/or Promoter and/or their successor, nominee(s) and assign(s) etc.

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

- The Purchaser/s hereby agree/s to purchase from the Promoter and the Promoter hereby agree to allot to the Purchaser/s the said Flat being a Flat.

  No. 1701 admeasuring 62.93 square meter carpet area or thereabout (excluding balcony/ies) on 17th habitable floor in the said Building known as "Camelia B" of Vasant Oasis Project and as shown in red colour boundary lines on the typical floor plan annexed hereto and marked as Annexure "G" at and for the lumpsum price of Rs. 1.72.89.980/-(Rupees One Crore Seventy Two Lakhs Eighty Nine Thousand Nine Hundred Eighty only) (hereinafter referred to as "Sale Price") payable by the Purchaser/s to the Promoter in the manner as mentioned in clause 3.6 below.
- The said Flat has attached Balcony, thus aggregating to NIL square meter or thereabouts as shown in red colour hatched lines on the floor plan annexed and marked as Annexure "G" hereto. The Purchaser/s acknowledge(s) that all the balconies/dry balconies to be provided in the flats/premises in the said Building and/or Vasant Oasis Project shall belong to occupants/purchaser(s) of such flat/premises.
- The Promoter has agreed to permit the Purchaser/s, the exclusive right to use 1 (one) car parking space/s in stilt/podium of the said Building (hereinafter referred to as "the Parking Space/s"). The said Flat, attached Balcony and Parking Space/s are hereinafter collectively referred to as "the said Premises".
- 3.4 The Parking Space, and Balcony are made available free of charge to the Purchaser/s and the Sale Price agreed to be paid under this Agreement is only for the carpet area of the said Flat.
- 3.5 The Promoter shall confirm the final carpet area of the said Flat that has been agreed to be allotted to the Purchaser/s only after construction of the said Building is completed and occupation certificate in respect thereof is granted by the competent authority by furnishing details of the changes (if any) in the carpet area of the said Flat, subject to variation cap of 3%. The Sale Price payable for the said Flat shall be recalculated based on the carpet area of the said Flat. If there is any reduction in carpet area of the said Flat, then the

(Signature of Promoter)

(Signature of Purchaser/s)

Promoter shall refund the excess money paid by the Purchaser/s within 45 (forty five) days together with interest on the excess amount. The interest payable by the Promoter shall be the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon (hereinafter referred to as "Interest Rate"). In the event of increase in carpet area of the said Flat, the Purchaser/s shall make the payment of such excess area in the immediate next installment of the Sale Price.

The Purchaser/s hereby agree/s, covenant/s and undertake/s to pay the Sale Price of Rs. 1,72,89,980/- (Rupees One Crore Seventy Two Lakhs Eighty Nine Thousand Nine Hundred Eighty only) to the Promoter as follows:

Rs. 17,11,708 /- (Rupees Seventeen Lakh Eleven Thousand Seven Hundred Eight only) being 9.90% of the Sale Price as earnest money paid by the Purchaser/s along with applicable service tax/GST to the Promoter before execution of these presents;

Rs. 17,46,287/- (Rupees Seventeen Lakh Forty Six Thousand Two Hundred Eighty Seven only) equivalent to 10.10% of the Sale Price and applicable service tax/GST and other taxes to be paid by the Purchaser/s to the Promoters on execution of this Agreement:

Rs. 17,28,998/- (Rupees Seventeen Lakh Twenty Eight Thousand Nine Hundred Ninety Eight only) equivalent to 10% of the Sale Price and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of Basement 1;

Rs. 17,28,998/- (Rupees Seventeen Lakh Twenty Eight Thousand Nine Hundred Ninety Eight only) equivalent to 10% and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of Podium – 1;

Rs. 8,64,499 /- (Rupees <u>Fight Lakh Sixty Four Thousand Fore Hundred Ninety Nine</u> only) equivalent to 5% of the Sale Pyce and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of Plinth;

Rs. 5,18,699 /- (Rupees Five Lakh Eighteen Thousand \* Six 3 A Hundred Ninety Nine only) equivalent to 3% of the Sale Price applicable service tax/ GST and other taxes to be paid by Purchaser/s to the Promoters on completion of 1st Slab;

Rs. 5,18,699 /- (Rupees <u>Five Lakh Eighteen Thousand Six Hundred Ninety Nine</u> only) equivalent to 3% of the Sale Price and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of 4<sup>th</sup> Slab;

Purchaser/s to the Promoters on completion of 4th Slab;

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i. Rs. 5,18,699 /- (Rupees Five Lakh Eighteen Thousand Six Hundred Ninety Nine only) equivalent to 3% of the Sale Price and applicable service tax/ GST and other taxes to be paid on completion of 10th Slab;

Rurshaser/s to the Promoters on completion of 7th Slab;

j. Rs. 5,18,699 6/- (Rupees Five Lakh Eighteen Thousand Six Hundred Ninety Nine only) equivalent to 3% of the Sale Price and applicable service tax GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of 13th Slab;

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- k. Rs. 5,18,699 /- (Rupees <u>Five Lakh Eighteen Thousand Six Hundred Ninety Nine only</u>) equivalent to 3% of the Sale Price and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of 16<sup>th</sup> Slab;
- 1. Rs. 5,18,699 /- (Rupees Five Lakh Eighteen Thousand Six Hundred Ninety Nine only) equivalent to 3% of the Sale Price and applicable service tax/ GST and other taxes to be part by States of Purchaser/s to the Promoters on completion of 19th Slab;
- m. Rs. 6,91,599 /- (Rupees Six Lakh Ninety One Thousand Five Hundred Ninety Nine only) equivalent to 4% of the Sale Price and applicable service tax/ GST and other taxes to be paid on completion of the Top Slab:
- n. Rs. 3.45,799 /- (Rupees Three Lakh Forty Five Thousand Seven Hundred Ninety Nine only) equivalent to 2% of the Sale Price and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of wall and Internal Plastering work of Flat;
- o. Rs 3,45,799 /- (Rupees Three Lakh Forty Five Thousand Seven Hundred Ninety Nine only) equivalent to 2% of the Sale Price and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of flooring of Flat;
- p. Rs. 1,72,899 /- (Rupees One Lakh Seventy Two Thousand Eight Hundred Ninety Nine only) equivalent to 1% of the Sale Price and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of Door or Windows of Flat;
- q. Rs. 6,91,599 /- (Rupees Six Lakh Ninety One Thousand Five Hundred Ninety Nine only) equivalent to 4% of the Sale Price and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of Staircase, Lift Wells and Lobby;
- r. Rs 1,72,899 /- (Rupees One Lakh Seventy Two Thousand Eight Hundred Ninety Nine only) equivalent to 1% of the Sale Price and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of Sanitary Fittings of Flat;
- Rs. 5,18,699 /- (Rupees Five Lakh Eighteen Thousand Six Hundred Ninety Nine only) equivalent to 3% of the Sale Price and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of External Plastering and Elevation;
- t. Rs 3,45,799 /- (Rupees Three Lakh Forty Five Thousand Seven Hundred Ninety Nine only) equivalent to 2% of the Sale Price and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of External Plumbing and Terrace with water proofing;
- u. Rs <u>6,91,599</u> /- (Rupees <u>Six Lakh Ninety One Thousand Five Hundred Ninety Nine</u> only) equivalent to 4% of the Sale Price and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of Plinth Protection, Paving of Areas and Entrance lobby;

(Signature of Promoter)

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Rs 6,91,599 /- (Rupees Six Lakh Ninety One Thousand Five Hundred Ninety Nine only) equivalent to 4% of the Sale Price and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of water pumps, Electrical Fitting, Electro, Mechanical and Environment requirement;

Rs. 3,45,799 /- (Rupees Three Lakh Forty Five Thousand Seven Hundred Ninety Nine only) equivalent to 2% of the Sale Price and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters on completion of Lift;

Rs. <u>8,64,508</u>/- (Rupees <u>Eight Lakh Sixty Four Thousand Five Hundred Eight only</u>) equivalent to 5.0% of the Sale Price and applicable service tax/ GST and other taxes to be paid by the Purchaser/s to the Promoters at the time of receipt of Occupation Certificate;

Time for payment of each installment is the essence of the contract.

The Purchaser/s hereby agree, confirm and undertake that an intimation forwarded by the Promoter, that a particular stage of construction is commenced or completed shall be sufficient proof that a particular stage of construction is completed. The aforesaid installments shall be paid within 10 (ten) days from the receipt of such intimation. However, it is agreed that non receipt of such intimation requiring such payment shall not be a plea or an excuse by the Purchaser/s for non-payment of any amount or amounts.

3.7 The Sale Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority local bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments.

The Purchaser/s shall make all payments of the Sale Price due and/or payable to the Promoter through an account payee cheque / demand draft / pay order wire transfer / any other instrument drawn in favour of "Neepa Real Estables." Private Limited". In case of any financing arrangement entered by the Rurchaser/s with any financial institution with respect to the said Flat, the Purchaser/s undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse/pay all such amounts towards Sale Price due and payable to the Promoter through an account payee cheque Hodemand draft / wire transfer / any other instrument drawn in favour of Veepa Real Estates Private Limited". Any payments made in favour of any blue account other than mentioned hereinabove shall not be treated as payment towards the said Flat and shall be construed as a breach on the part of the Purchaser/s, in which event without prejudice to the right of the Promoter to charge interest at the Interest Rate on the amounts due, the Promoter shall be entitled to terminate this Agreement and forfeit 10% of the Sale Price along with brokerage charges (if any) as reasonable, pre-estimated, genuine and agreed liquidated damages and return balance (if any) to the Purchaser/s within 30 (thirty) days from the date of such termination of the Agreement.

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The Sale Price is exclusive of all taxes, levies, duties, cesses etc. In Addition to the Sale Price, the Purchaser/s shall pay all other amounts mentioned herein including the amounts mentioned in Clause 14 hereinafter. Any of the taxes including Service Tax and /or Value Added Tax (VAT) and/or GST, levies, duties, cesses etc. (whether applicable/payable now or become applicable/payable in future), whether on Sale Price or on other amounts payable under the Agreement, shall be borne and paid by the Purchasen's alone and the Promoter shall never be liable, responsible and/or required regions.

The Purchaser/s have simultaneously with the execution of these presents paid to the Promoter being 1% VAT payable on this Agreement as per the present laws. The Purchaser/s agree/s, undertake/s and covenant/s to make payment of VAT as may be applicable from time to time.

The Purchaser/s are aware that as per present statute, Service Tax/ GST are 3.11 leviable/applicable on the Sale Price payable hereunder and consequenting the amount of each installment payable by the Purchaser/s to the Promoter in respect of this transaction shall proportionately increase to the extent of the liability of such taxes. The Purchaser/s hereby undertake(s) to pay the amount of the Service Tax/GST along with each installment from the effective date and further shall not dispute or object to payment of such statutory dues. The Promoter shall not be bound to accept the payment of any installment unless the same is paid along with the amount of Service Tax/GST applicable thereon and the Purchaser/s shall be deemed to have committed default in payment of amount due to the Promoter hereunder, if such payment is not accompanied with the applicable Service Tax/GST. Provided further that if on account of change/amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government or any other taxes become payable hereafter on the amounts payable by the Purchaser/s to the Promoter in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by Authorities, the Purchaser/s shall be solely and exclusively liable to bear and pay the same and the Purchaser/s do and doth hereby agree and undertake to indemnify and keep indemnified the Promoter and its successors-in-title and assigns in respect thereof.

The Purchaser/s further agree/s, undertake/s and covenant/s that while making the payment of installments of Sale Price and Service Tax/GST thereon, the Purchaser/s shall deduct TDS (presently at the rate of 1% of the amount paid) as may be applicable from time to time. The Purchaser/s after making payment of each installments and Service Tax/GST, on or before 7th day of next month, shall file required forms with the Income Tax Authority in the prescribed format and on or before 22<sup>nd</sup> day the month on which respective form/s is/are filed, shall furnish challan to the Promoter. The Purchaser/s is/are aware that the time to make the payment of installments and service tax/GST and all other taxes as mentioned in above is the essence of contract and in event of delay on part of the Purchaser/s to make the payment of any many and any many any many and an of the installment together with Service Tax/GST and/or any atter-tax (including delivering challan/certificate thereof), their without prejudice to right of the Promoter to cancel and terminate this Agreement, the Purchaser's shall be liable to pay interest at the Interest Rate to the Promoter on all delayed payments from the due date till the date of realization thereof

3.13 The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Purchaser/s by discounting such early payments at the rate of \_\_\_\_\_\_ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate

(Signature of Promoter)

(Signature of Purchaser/s)

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and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser/s by the Promoter.

## 4. VOLUNTARY CANCELLATION BY PURCHASER/S

4.1 In the event, the Purchaser/s desire/s to cancel the allotment of said Flat for any reason whatsoever (save and except in case the Promoter fails to offer possession of the Flat in terms of this Agreement), then Promoter shall be entitled to forfeit the amounts equivalent to 10% (ten per cent) of the Sale Price and the Purchaser/s shall not be entitled to such amount paid by him/her/them to the Promoter. The Purchaser/s shall also have to bear and pay to the Promoter, at the time of cancellation, the brokerage charges (if the said Flat is purchased through the broker) which brokerage shall have been already paid by the Promoter to the broker. The Promoter shall not be liable to refund Service Tax, VAT, GST and all other taxes paid or payable on this Agreement and/or on the Sale Price and/or interest and/or otherwise. It is agreed by and between the parties that all the amounts due and payable by the Purchaser/s, as specified hereinabove, shall be deducted from the amount eceived by the Promoter from the Purchaser/s till the time of such cancellation. The Promoter shall return the balance amount from the Sale (if any) to the Purchaser/s within 30 (thirty) days from the date of such cantellation.

# EUL AGREEMENT

The Parties hereto confirm that this Agreement constitutes the full agreement between the Parties hereto and supersedes all previous agreements, arrangements, understanding, writings, allotment, letters, brochures and/or other documents entered into, executed and/or provided.

#### 6. PARKING SPACE/S AND BALCONY

6.1 The Purchaser/s is/are aware that the said Parking Space/s and Balcony are provided by the Promoter to the Purchaser/s without consideration. However, the Purchaser/s will be bound to abide with the rules and regulations as may be framed in regard to the Parking Space/s by the Promoter and/or the Society to be formed by all the purchasers of flats in the respective building/wing and shall pay such outgoings in respect of the Parking Space/s and Balcony as may be levied by such Society to be formed by them.

6.2 The Purchaser/s shall be entitled to exclusively use, occupy and enjoy the said Parking Space/s and Balcony in any manner permissible under the rules and regulations of the concerned local authority and as may be framed by the Society/Apex Body. It is clarified that any balcony attached to a flat in Vasant Oasis Project shall be for the exclusive use of such occupant/owner of that.

The Purchaser's herein agree/s and confirm/s that Parking Space/s shall be used for parking of the motor vehicles only and Balcony shall be used for lawful purpose and for no other purpose and that no alteration and/or modification and for construction of any nature shall be carried out in the Parking Space's and Balcony;

The Purchases's herein agree and confirm that he/she/they shall not raise any objection to the designations/selections of parking done/to be done by the Promoter for other purchaser/s and accepts the designation of the Parking Space/s allotted to the Purchaser/s herein.

## 7. EVENT OF DEFAULT AND CONSEQUENCES

7.1 The Promoter shall be entitled (but not obliged) to terminate this Agreement on the happening of any of the following events ("Events of Default"):

(Signature of Purchaser/s)

- i. If the Purchaser's delays or commits default in making payment of any of the amounts and/or installments of any amount payable under this Agreement or otherwise;
- ii. If the Purchaser/s commits breach of any of the terms, conditions, covenants and representations of this Agreement and/or any other writing and/or the terms and conditions of layout, I.O.A., C.C. and/or any other sanction, permission, approvals, undertakings, writings and affidavits etc.;
- If the representation, declarations and/or warranties etc. made by the Purchaser/s in the present Agreement and/or any other documents executed and/or entered into or to be executed and/or entered into the Purchaser/s is untrue or false;
- iv. If the Purchaser/s has/have been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up.
- v. If Receiver and/or a Liquidator and/or Official Assignee or any person is appointed of the Purchaser/s or in respect of all or any of the assets and/or properties of the Purchaser/s.
- vi. If the Purchaser/s have received any notice from the Government in India (either Central, State or Local) or foreign Government for the Purchaser/s involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him / her / them.
- vii. If the Purchaser/s carries out any structural alteration and/or addition in respect of the Said Flat or said Building or any part thereof;
- viii. If the Purchaser/s fail/s to make payment of any outgoing/s, taxes, maintenance charges etc. in respect of the said Flat or any part thereof;
- On happening or occurring of any of the Event of Default, the Promoter shall without prejudice to all other rights that the Promoter may have against the Purchaser/s either under this Agreement, or in law or otherwise, the Promoter shall give 30 (thirty) days notice to the Purchaser/s to rectify/remedy such breach and during the notice period, the Purchaser/s shall be liable to bear and pay interest at the Interest Rate on the due and payable amount. In the event Purchaser/s fail/s to rectify/remedy the breach within notice period, then the Promoter shall be entitled (but shall not be obliged) to (i) forthwith terminate this Agreement ("Termination Date") and (ii) forfeit/deduct all amounts mentioned in Clause 4.1 above and balance if any, shall be refunded to the Purchaser/s without any interest within 30 (thirty) days from the Termination Date. It is further clarified that any profit arising from sale of the said Flat to the new purchaser/s shall be of the Promoter and the Purchaser/s shall have no claim against the same. If for making payment of the Sale attention Purchaser/s has/have availed loan from financial institutions, banks or other institutions against the security of the said Flat then the same shall be subjected to the consent and approval of the Promoter. In the event of the Pirchaser/s committing default of the payment of the installments of the Sale Price of otherwise and in the event of the Promoter exercising their right to terminate this Agreement, the Purchaser/s shall and hereby undertake to clear the mortgage debt outstanding at the time of such termination. The Purchaser/s, at his/her/their own cost and expenses, shall obtain necessary letter/no due certificate from such financial institution, banks etc. stating that the Purchaser/s has/have cleared the mortgage/debt/charge within 15 days from the Termination Date. On receipt of such letter/no due certificate from the financial institution, banks etc. the Purchaser/s shall be entitled to the refund

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of the amount (if any). However, the Promoter shall directly pay the amount payable to the financial institution, bank, their employer or other such institutions by the Purchaser/s from the balance amount standing to the credit of the Purchaser/s with the owner (if any) towards the said Flat and (paid by him/her/them to the Promoter towards the Sale Price) to the extent so as to clear the mortgage/debt/charge on the said Flat. Only on receipt of such letter of clearance of mortgage debt from such bank, financial institution etc. the Purchaser/s shall be entitled to the refund of the balance amount standing credited to the account of the Purchaser/s (if any) with the Promoter towards the said Flat. Notwithstanding all that is stated hereinabove, it shall always be obligatory on the part of the Purchaser's to pay the installments of the consideration amount as and when due under the terms of this Agreement and the Purchaser/s shall duly and promptly pay the installments of the consideration amount irrespective of the fact that the Purchaser/s has/have applied for the loan to such financial institution, banks, their employers or such other institution and irrespective of the fact that the said loans are being under process and sanction awaited and/or is rejected. The Purchaser/s shall not be permitted to raise any contention in respect of his/her/their failure to pay the installments of the consideration amount on time and on the due dates on the basis that the Purchaser/s has applied for loan to such financial

institution, banks, their employers or such other institutions and that the same are under process of disbursement or that the said loan application of the Purchaser/s is rejected. In the event of the failure of the Purchaser/s to pay the installments of the consideration amount the Promoter shall be entitled to enforce its rights as mentioned herein. In case, there shall be deficit in this regato, the Purchaser/s shall forthwith on demand pay to the Promoter his their proportionate share to make up such deficit.

Notwithstanding anything contrary contained herein, in case the Purchaser/s fail or are otherwise unable to make payment of any of the amounts and/or installments of any amount payable under this Agreement or otherwise, to the Promoter, then the Promoter shall without prejudice to any other rights or remedies that it may have against the Purchaser/s, including the right terminate and forfeit the amounts as mentioned in Clause 7.2 from the St Price and put an end to this Agreement as mentioned herein, and be entitled to receive and recover from the Purchaser/s and the Purchaser/s shall pay to the Promoter interest on all outstanding payment at the Interest Rate from the due date till the date of realization thereof.

All the aforesaid rights and/or remedies of the Promoter are cumulative and 7.4 without prejudice to one another.

#### RIGHTS IN THE SAID FLAT AND COMMON AREA 8.

It is expressly agreed that the right of the Purchaser/s under this Agreement or otherwise shalf always be restricted to the said Premises only, and such right 0 6 4 × will accrue to the Purchaser/s only on the Purchaser/s making payment of all the amounts including the Sale Price to the Promoter strictly in accordance with this Agreement and only on the Purchaser/s performing and complying with other terms, conditions, covenants, obligations, undertakings etc. hereof. All other unsold flats/units, car parking, portion or portions of the said Building and or Vasant Oasis Project including Common Areas and Amenities of the Building and Vasant Oasis Project Common Area and Amenities, shall always be the sole and absolute property of the Promoter till that time of the said Building (excluding PPL Area and Property of Apex Body) is transferred to the Society. The Purchaser/s hereby confirm/s and consent/s to the irrevocable, absolute and unfettered right of the Promoter to develop, redevelop, sub-develop and/or assign their rights, give on lease, sublease, and/or deal with and dispose off all other unsold flats/units and car

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parks and portion or portions of the said Building, in the manner deemed fit by the Promoter without any consent or concurrence of the Purchaser/s or any other person. The Purchaser/s are aware that recreational facilities, which may be made available for the use and enjoyment of the Purchaser/s shall also be available to the holders of various premises in the said Building alongwith the users / occupiers of other flats/units/shops/ premises of Vasant Oasis Project.

- 8.2 With regards to the Common Areas and Amenities of the said Building described in the Fourth Schedule hereunder written and Public Parking Area, it is agreed that:
  - i. the Promoter shall always be the owner and will have all the rights, title, interest in respect of the common areas, and will be entitled to deal with and dispose off the same in such manner as the Promoter may deem fit till said Building is transferred unto the Society SUBRE
  - the Purchaser/s will not have any right, title, interest etc. in respect of the Public Parking Area and the Promoter shall be entitled to handover the Public Parking Area to MCGM and extract/avail all benefits, entitlement etc. thereto without any consent, concurrence and/or recourse to the Purchaser/s.
  - the Purchaser/s shall only be permitted to use the Common Areas and Amenities of the Building on such terms and conditions as the Promoter/Society may deem fit.
- 8.3 With regards to Vasant Oasis Project Common Areas and Amenities is described in the Third Schedule hereunder written, it is agreed that:
  - a. the Promoter shall always be the owner and will have all the rights, title, interest in respect of the said common areas, and will be entitled to deal with and dispose off the same in such manner as the Promoter may deem fit till Property of Apex Body (defined below) is transferred unto the Apex Body.
    - the Purchaser/s will not have any right, title, interest etc. in respect of the Public Parking Area and the Promoter shall be entitled to handover the Public Parking Area to MCGM and extract/avail all benefits, entitlement etc. thereto without any consent, concurrence and/or recourse to the Purchaser/s.;

the Purchaser/s shall only be permitted to use the Vasant Oasis Project Common Areas and Amenities on such terms and conditions as the Promoter and/or Society may deem fit.

The Promoter are retaining with themselves full rights for the purpose of providing separate ingress or egress to all the occupants/allottes/purchasers of the Vasant Oasis Project and the said Larger Property as shown on the proposed layout plan annexed as Annexure "C" hereto and earmarked; thereing separately and individually and separate ingress or egress for Public Parking to be handed over to MCGM shall be provided to the occupants/users of MCGM in the manner as shown on the proposed layout plan annexed as Annexure "C" hereto and as agreed and decided by the Promoter and also separate ingress or egress for Commercial Premises shall be provided to the occupants/users/shop owners of such commercial premises and their customers in the manner as shown on the proposed layout plan annexed as Annexure "C" hereto and as agreed and decided by the Promoter and the Purchaser/s herein unequivocally and irrevocably consents / agrees not to raise any objection or dispute in regards to the same now or any time in the

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future and the Purchaser/s acknowledges that hardship may be caused during such time and undertakes expressly never to object to the same.

8.5 The Common Areas and Amenities of the Building shall be used only by the occupants of the said Building. The Vasant Oasis Common Areas and Amenities shall be used by all the occupants/owners of flats/units/premises/shops of Vasant Oasis Project.

## 9. SOCIETY AND TRANSFER

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The Promoter, in accordance with RERA Act and RERA Rules and at the cost and expenses of the purchaser/s of the flats in the said Building (including Common Areas and Amenities of the said Building, excluding Public Parking Area and Property of Apex Body), shall form and register separate co-operative housing society/s under the Maharashtra Co-operative Societies Act 1960 in respect of the said Building to be known by such name as the Promoter may decide (comprising of holders/allottees/purchasers of premises/flats shall hereinafter be referred to as the "said Society"). The Purchaser/s shall join in forming and registering the Society of the said Building in which the said Flat is agreed to allotted and to be known by such hathe as the Promoter may decide and for this purpose also from time to time, the Purchaser/s shall sign and execute the application for registration and/or winership and other papers and documents necessary for the formation and registration of the Society and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Purchaser/s, so as to enable the Promoter to register the organization of the purchaser/s of the flats of said Building. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies, as the case may be, or any other Competent Authority.

It is expressly and specifically clarified, agreed, understood and confirmed and between the parties hereto that the unsold flats, car parking spaces, the said Building shall at all times be and remain the absolute proper of the Promoter and the Promoter may if it so desires, become member of the Society in respect thereof, and the Promoter shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the same in any manner and for\such consideration, and on such terms and conditions as it may in its consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its office. and neither the Purchaser/s herein, nor the Society shall object to or dispute the same. On Promoter intimating to the Society, the name or names of the purchaser/s or acquirer/s of such unsold flats, premises, etc., the Society shall forthwith accept and admit such purchaser/s and acquirer/s as their member/s and shareholder/s, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same and without charging/recovering from them any premium, fees, donation or any other amount of whatsoever nature in respect thereof including any amount collected by Promoter from such purchasers towards charges, development charges, legal charges etc. as mentioned in Clause 14 below. It is further clarified that for sale of such premises, Promoter shall not be liable to take any permission/consent of the Society

9.3 The Purchaser/s shall pay to the Promoter/Society the proportionate share of the Municipal tax, water charges, maintenance charges, outgoings and all other rent, rates and taxes in respect of the said Premises immediately on taking possession of the said Flat.

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- The Promoter have informed to the Purchaser/s and the Purchaser/s is/are aware that the Promoter after all flats /units/premises etc. are sold in the particular building and sale proceeds are received in respect thereof and at the cost and expenses of the purchaser/s of the flats/shops/units/premises etc. in respective building shall form and register separate co-operative society/s under the Maharashtra Co-operative Societies Act 1960 to be known by such name as the Promoter may decide.
- 9.5 It is agreed that the Promoter, at the cost and expenses of the purchasers of the flats in the said Building, shall execute Deed of Conveyance of the said Building (including Common Areas and Amenities of the said Building, excluding Public Parking Area and Property of Apex Body) in favour of the Society only after Promoter have;
  - (i) utilised, consumed, loaded etc. entire FSI, potential for which purpose the completion of the said Building shall not be delayed;
  - (ii) completed the construction of the said Building;
  - (iii) received all the amounts from the purchasers of the flats/units and carparking spaces including the Sale Price from the Purchaser's hereof in respect of said Flat;
  - (iv) The Purchaser/s shall at no time demand partition of the said Building and/or the said Property etc. and/or his/her/their interest, if any, therein and the same shall never be partitioned
- 9.6 All costs, charges and expenses incurred in connection with the formation of the Society as well as the costs of preparing, engrossing, stamping and registering all deeds, documents required to be executed by the Promoter as well as the entire professional costs of the attorneys of the Promoter for preparing and approving all such documents shall be borne and paid by the Purchaser/s and the Society as aforesaid and/or proportionately by all the holders of the flats etc., in the said Building and the Promoter shall not be liable to contribute anything towards such expenses.
- 9.7 It is agreed that one month prior to the execution of agreements/documents in favour of the Society, the Purchaser/s shall pay to the Promoter, the Purchaser's share of stamp duty and registration charges payable, if any, on the execution of agreement or any document or instrument of conveyance in respect of the said Building in favour of the Society. The Purchaser's alone will be responsible for consequences of insufficient and/or non-payment of stamp duty and registration charges on this agreement and/or all other documents etc.
- It is agreed and clarified that Promoter shall have all the rights and be entitled to sell, allot, transfer, lease, give on leave and license-basis and/or otherwise deal with and dispose of the flats, car parking, etc. separately and independently and the purchasers/allottees of all the flats, car parking, etc. in the said Building shall be admitted to the Society.
- 9.9 The Purchaser/s and the person/s, to whom the said Flat is permitted to be transferred shall, from time to time, sign all applications, papers and documents and do all acts, deeds, and things as Promoter or the Society may require for safeguarding the interest of Promoter in the said Building.

## 10. APEX BODY AND TRANSFER OF VASANT OASIS PROJECT

10.1 The Promoter, in accordance with RERA Act and RERA Rules, and at the cost and expenses of the purchaser/s of flats/shops/premises/units etc. in Vasant Oasis Project propose to form an Apex Body of all the societies of Vasant Oasis Project the purpose of carrying out the maintenance, repairs

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and/renovation of various infrastructure, common area and facilities items to be provided and comprised in Vasant Oasis Project (excluding Public Parking Area) and also Vasant Oasis Project Common Areas and Facilities more particularly setout in Third Schedule hereunder written and as per layout conditions. The Apex Body to be formed shall be a body incorporated under the provisions of the Maharashtra Cooperative Societies Act 1960 or a company which shall be incorporated under the provisions of the Companies Act 2013 and the Promoter shall incorporate the Apex Body as per its

- The Purchaser/s shall make his/her/their contribution as may from time to time be required to be made to the Society in which the said Flat is agreed to be allotted for enabling such Society to pay its contribution to the Apex Body for the aforesaid purpose.
- 10.3 The Purchaser/s shall at the time of taking possession of the said Flat from the Promoter, shall pay to the Promoter an amount as specified at serial no. 7 and 8 in table provided in Clause 14.1 below which will be held by the Promoter as deposits till the Apex body is formed, constituted and registered. On formation and registration of the Apex Body, the said deposits shall be handed over to the Apex body. The said deposits shall be used as corpus fund, interest thereon earned whereon shall be utilized by the Promoter Apex Body for maintenance and management of the infrastructure and Vasant Oasis Project Common Areas and Amenities. It is however agreed that the Purchaser/s shall nevertheless also be strictly liable to pay monthly contributions to his/her/their proportionate shares to Society as may be determined by his/her/their Society to be paid to Apex Body as aforesaid. The Mirchaser/s undertake/s to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever otherwise interest at the rate of 1.5% per month will be charged The right of Promoter to charge the said interest is without prejudice to their rights including right to terminate this Agreement, levy cancellation

The Apex Body shall have a committee of its own formed representatives of each society in Vasant Oasis Project constructed on Vasant Oasis Land. After the election/nomination of 2 (two) representati by each of the Society, the said representative so elected/nominated shall del \* office as office bearers of committee of Apex Body for a period of three years. The committee so formed as stated herein above shall have full power, absolute control and discretion as regards the maintenance and management of the infrastructure, common area facilities of Vasant Oasis Project without there being any kind of interference in any manner whatsoever from any of the society. The Apex Body shall frame such rules, regulations and bye laws for the maintenance/ management of the infrastructure, common area and facilities and the same shall have a binding effect and full force against the Society including its members and others as aforesaid. Any violation of the said rates regulations, guidelines or bye laws as framed by the Apex Body or by-the Society shall be liable to such action as stated in the said rules, regulation, and bye laws as the Apex Body may determine from time to time. The Apex Body shall be constituted under the guidelines to be framed by the Promoter and the Apex Body shall maintain, govern and administer the infrastructure and common areas of Vasant Oasis Project on the basis of such guidelines. The Apex Body shall unconditionally accept and adopt such guidelines as framed by the Promoter. It is clarified that the Apex Body/Promoter may charge additional chares/fees for maintaining Vasant Oasis Project over and above maintenance charges of infrastructure, common area and facilities. The Purchaser/s hereby unconditionally and irrevocably

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agree/s and undertake/s to make payment of such amounts as and when demanded by the Apex Body/Promoter.

The Purchaser/s hereby unconditionally and irrevocably agree and undertake 10.5 that he/she/they shall have no right to claim refund of deposit paid for the Apex Body nor will the said deposit be allowed to be set of or adjusted against any other amount or amounts payable by the Purchaser/s in any manner whatsoever. The Purchaser/s has entered into this Agreement after having understood the above arrangement and the Purchaser/s shall not be permitted to question or in any way dispute the said arrangement as stated hereinabove or with regard to the constitution and formation of the Apex Body and the said arrangement shall be final and binding on the Purchaser/s. It is further agreed accepted and confirmed by the Purchaser/s that until the Apex Body is formed and constituted for the maintenance and management of the infrastructure, common area and facilities of Vasant Oasis Project as mentioned hereinabove, the Promoter shall have full power, control and absolute authority to manage and maintain the infrastructure, common area and facilities of Vasant Oasis Project in the manner they may deem fit and for that purpose, the Promoter shall be entitled to lay down such terms and conditions as regards payment by the purchaser/s of flats in each building/wing of Vasant Oasis Project in respect of the monthly maintenance charges or otherwise to enable the Promoter to effectively maintain the infrastructure, common area and facilities of Vasant Oasis Project. The Purchaser/s has/have hereby agreed to abide by the terms as laid down by the Promoter and the Purchaser/s shall have no right to question and dispute the decision of the Promoter in regard to their powers and authorities Regis maintaining the infrastructure, common area and facilities. In the event of the Purchaser/s failing to abide by the terms and conditions as laid down by the Promoter, the same shall be deerned as a breach of the terms of this Agreement and thereupon, the Promoter shall have the right to exercise the remedies under the law and as per the terms of this Agreement.

The Promoter, at the costs and expenses of purchasers of flats, shops premises, units etc. of Vasant Oasis Project, shall execute a Deed of Conveyance cum Assignment of Vasant Oasis Land, Common Area Vasant Oasis Project Common Areas and Amenities more particularly described in Third Schedule hereunder written (excluding PPL Area and super structure of the buildings already conveyed to each society) (hereinafter referred to as "Property of Apex Body") in favour of the Apex Body. Further the Promoter shall execute such Deed of Conveyance cum Assignment only after the Promoter have;

- (i) utilized, consumed, loaded etc. entire FSI potential and /or Transferable Development Rights ("TDR") for the complete development of said Larger Property;
- (ii) completed the construction and development of Vasant Oasis Projectin all aspect/s and also development of the entire said larger.

  Property;
- (iii) received all the amounts from the purchaser/s of flats/shops/units car parking space/s in Vasant Oasis Project including the Sale Price from the Purchaser/s hereof;

and till then, the Promoter shall not be bound, liable, required and/or called upon to execute any document in favour of the said Apex Body and the Purchaser/s agree/s and irrevocably consent/s not to have any demand or dispute or objection in that behalf.

(Signature of Purchaser/s)

(Signature of Promoter)

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- 10.7 The Purchaser/s shall at no time demand partition of the said Building and/or said Property etc. and/or his/her/their interest, if any, therein and the same shall never be partitioned.
- All costs, charges and expenses to be incurred in connection with the formation of Apex Body as well as the costs of preparing, engrossing, stamping and registering all deeds, documents required to be executed by the Promoter, as well as the entire professional costs of the attorneys of the Promoter for preparing and approving all such documents shall be borne and paid proportionately by all the holders/allottees/purchasers of the flats/premises etc. in all the buildings/wings of Vasant Oasis Project. The Promoter shall not be liable to contribute anything towards such expenses.
- It is agreed that one month prior to the execution of agreements/documents in favour of Apex Body, the Purchaser's shall pay to the Promoter, the Purchaser's share of stamp duty and registration charges payable, if any, on the execution of agreement or any document or instrument of conveyance in respect of Property of Apex Body and in favour of Apex Body. The Purchaser's alone will be responsible for consequences of insufficient and/or non-payment of stamp duty and registration charges on this Agreement and/or all other documents etc.
  - The Dirchaser/s and the person/s, to whom the said Flat is permitted to be used shall, from time to time, sign all applications, papers and documents and do all acts, deeds, and things as the Promoter or the said Apex Body may require for safeguarding the interest of the Promoter and/or the Purchaser/s and other purchasers.

#### 11. PROJECT

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- The name of the said Building shall always be "Camelia" and name of entire residential cum commercial comprising of 20 (twenty) residential cum commercial buildings/wings/structures to be constructed on Vasant Oasis Land along with Vasant Oasis Project Common Areas and Amenicas shall always be "Vasant Oasis" or such other name as may be confirmed by the Promoter and this name shall not be changed without the written permissions of the Promoter.
- 11.2 It is expressly agreed that the said Flat contains specifications, virging and amenities as set out in the Fifth Schedule hereunder writing and the Purchaser's confirm's that the Promoter shall not be liable to provide other specifications, fixtures, fittings and amenities in the said Flat.
- 11.3 It is agreed that the said Flat shall be of mivan with normal brick with cement plaster only.

## 12. POSSESSION DATE DELAY AND TERMINATION

The Promoter shall complete the construction of the said Flat and offer possession thereof to the Purchaser/s by <u>DECEMBER 2022</u> ("the said Date"). If the Promoter fail and/or neglect to offer possession of the said Flat to the Purchaser/s on the said Date on account of reasons beyond their control, then Promoter shall be liable, on demand, refund to the Purchaser/s the anounts already received by the Promoter from the Purchaser/s in respect of the said Flat with interest at the Interest Rate calculated from the date the Promoter received such amount and till such amount is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for offering possession of the said Flat to the Purchaser/s, if the completion of the said Building is delayed on account of;

(i) War, Civil Commotion and/or act of God;

(Signature of Promoter)

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- (ii) Any force majeure events;
- (iii) Any notice, order, rule, regulation, notification or directive of the Government, and / or any local or public or private body or authority and / or any other Competent Authority or any Court, or Tribunal or any quasi-judicial body or authority;
- (iv) Any stay order / injunction order issued by any Court of Law competent authority, MCGM, statutory authority;
- (v) Any other circumstances that may be deemed reasonable by the Authority;
- (vi) Any delay in procurement/grant of any permission, certificate, consent and/or sanction from MCGM, statutory and other concerned authorities.
- mention The Purchaser/s shall make payment of the installments 12.2 hereinabove along with all the other amounts including amounts mentioned as mentioned in Clause 14 below. The Promoter, upon receipt of Occupation Certificate of the said Flat from the competent authority, and subject to the Purchaser/s observing and performing all the terms and conditions of this Agreement (including timely payment of all amounts due and payable under these presents), shall send a written notice to the Purchaser/s ("Possession Notice") to occupy the said Flat within 30 (thirty) days from the date of such notice. The Purchaser/s shall occupy the said Flat within 30 (thirty) days of the Promoter giving Possession Notice to the Purchaser/s intimating that the said Flat is ready for use. In the event the Purchaser/s fail/s and / or neglect/s to take possession within the specified period, it shall be deemed that the Purchaser/s has/have taken possession from the date of Possession Notice and that date shall be deemed to be the "Date of Possession" and all obligations of the Purchaser/s related to take possession of the said Flat shall be deemed to be effective from the Date of Possession.
  - On and from 30 (thirty) days from the date of receipt of Possession Notice or possession being taken by the Purchaser/s (whichever is earlier), the Purchaser/s shall be liable to bear and pay the proportionate share outgoings in respect of the said Property or part thereof (as the case may be) and the said Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common light, repairs and salaries of clerks, bill collectors. chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Property including Common Areas and Amenities of the said Building and Vasant Oasis Project Common Ares and Amenities. Until Apex Body is formed and the Deed of Conveyance cum Assignment of the Property of Apex Body is executed and registered in favour of Apex Body as mentioned in Clause 10.6 above, the Purchaser/s shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter from time to time. At the time of handing ever & possession of the said Flat, the Purchaser/s shall pay to the Promoter the amounts as mentioned in Clause 14 by way of deposit for payment of such outgoings. The monthly outgoings payable in respect of the said Premises shall be calculated as per the norms stipulated by MGGM-at the time of possession. The amounts so paid by the Purchaser/s to the Promoter shall hors carry any interest and remain with Promoter until Deed of Conveyance cum Assignment of Property of Apex Body is executed and registered in favour of the Apex Body as mentioned in Clause 10.6above. The aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Organization and Apex Body (as the case may be).

(Signature of Promoter)

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(Signature of Purchaser/s)

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- 12.4 If the Promoter fail(s) to offer the possession of the said Flat to the Purchaser/s on or before Possession Date, (save and except for the reasons as stated in Clause 12.1), then the Purchaser/s shall be entitled to either of the following:
  - (i) call upon the Promoter by giving a written notice ("Interest Notice"), to pay interest at the Interest Rate for every month of delay from the Possession Date, on the Sale Price paid by the Purchaser/s. The interest shall be paid by the Promoter to the Purchaser/ss till the date of offering the possession of the said Flat by the Promoter to the Purchaser/s;

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the Purchaser/s shall be entitled to terminate this Agreement by giving written notice to the Promoter ("Termination Notice"). On the receipt of the Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 (thirty) days from the date of receipt of the Termination Notice by the Promoter, the Promoter shall refund to the Purchaser/s the amounts already received by the Promoter under this Agreement with interest are the rate of 10% per annum. On Purchaser/s issuing Termination Notice, the Purchaser/s shall have no claim of any nature whatsoever to the Promoter and/or the said Premises and the Promoter shall be reduitled to deal with and/or dispose off the said Premises in the manner they may deems fit and proper.

12.5 In case if the Purchaser/s elects his/her/their remedy under sub-clause 12.4(i) above then in such a case the Purchaser/s shall not subsequently be entitled to the remedy under sub-clause 12.4 (ii) above

## 13. USAGE

13.1 The Purchaser/s shall use the said Flat only for residential purpose and not for any commercial or other activity. The Purchaser/s shall use the attached balcony/ies for lawful purpose. The Purchaser/s shall use the Parking Space if allotted, only for the purpose of keeping or parking of the Purchaser's open vehicle.

## 14. OTHER CHARGES

14.1 As part of the transaction contemplated herein, the Purchaser's shall, simultaneously with Promoter offering possession of the said Flat, pay to the Section 2 Promoter, inter alia, the following amounts over and above the Sale Price as mentioned in Clause 3.1 above and all other amount payable by the Purchaser's under this Agreement or otherwise. The Promoter are entitled to retain and appropriate the same to its own account:-

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Sr. No.	Particular	Amounts  Rs. [1500]		
1.	Legal Charges			
2.	Share Application Money	Rs. [500]		
3.	Organisation Formation Charges	Rs. [3500]		
4.	Mahanagar Gas Connection	Rs. [7000]		
5.	Charges towards water meter and electric meter	Rs. [15000]		
6.	18 months of Adhoc Common Area Maintenance Deposit	Rs. [120709]		
7.	Corpus Funds/Deposit	Rs. [223535]		
8.	Swimming Pool and Club house Maintenance Deposit	Rs. [223535]		
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The Promoter shall not be liable, responsible and / or required to render the account in respect of the amounts mentioned hereinabove. It is hereby clarified that the aforesaid amounts does not include the dues for electricity, gas and other bills for the said Premises and the Purchaser/s shall be liable to pay electricity, gas and other bills for the individual meters separately. The Purchaser shall be liable to pay taxes on the aforesaid amounts.

#### 15. COVENANT AND REPRESENTATION OF THE PURCHASER/S

The Purchaser/s by himself/herself/themselves with intention to bind all persons into whose hands the Said Premises and other premises may hereinafter come, even after said Sale Buildings and said Property is conveyed or leased in favour of the said Apex Body, is executed, hereby covenant/s with the Promoter as follows:

Not to do or suffer to be done anything in or to Vasant Oasis Project said Building, said Premises, staircase common areas or any passages which may be against the rules, regulations or byelaws of concerned local or any other authority or change/alter or make addition in or to the building or to the said Premises itself or any part thereof and to maintain the said Flat at the Purchasers' own cost in good repair and condition from the date on which the Purchaser/s is/are permitted to use the said Premises. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and also bay any penal charges levied by the authorities.

(ii) 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

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the Vasant Oasis Project, said Building or storing of such goods which is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the Vasant Oasis Project, said Building and in case any damage is caused to the Vasant Oasis Project, said Building on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach and shall repair the same at his/her/their own costs.

- (iii) Not to change the user of the said Flat and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the said Flat and not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas.
  - Not to demolish or cause to be demolished the said Flat or any part thereof neither at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said Flat or any part thereof and keep the portion, sewers, drains, pipes in the said Flat and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the said Building.

Not to make any alteration in the elevation and outside colour scheme of paint and glass of the said Building and not cover/enclose the planters and service ducts or any of the projections from the said Flat, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, pardis or other structural members in the said Flat without the prior written permission of the Promoter, nor do / cause to do any hammering for whatsoever use on the external / dead walls of the said Building or do any act to affect the F.S.I potential of the said Property.

(vi) Not to affix any fixtures or grills on the exterior of the said Building and/or Vasant Oasis Project for the purposes of drying clothes of the any other purpose and undertakes not to have any laundry drying outside the said Flat. The standard design for the same shall subtained by the Purchaser's from the Promoter and the Purchaser, undertake's to not fix any grill having a design other than the standard design approved by the Promoter.

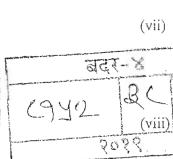
Not to do or permit to be done any act or thing which may render void or woidable any insurance of the said Property / said Building / Vasant Oasis Project / Vasant Oasis Land or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.

Not to delay / default in payment of the amounts to be paid to the Promoter in addition to the amounts collected in Clause 14.1 above and pay within 10 days of demand by the Promoter, their share of security deposit demanded by any concerned local authority or government, M.C.G.M. for giving water, gas connection or any electric supply company for giving electricity or any other service connection to the said Building.

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

(Signature of Promoter)





- (x) Not to transfer or assign the Purchaser's right, interest or benefit under this Agreement and / or let, sub let, sell, mortgage and / or otherwise transfer, assign or part with occupation or give on leave and license, care taker, paying guest or tenancy basis or induct any person's into or part with the said Flat without the prior written consent of the Promoter / organizations of respective tower out of the Sale Buildings / Apex Body. Such consent, if granted shall be subject to the terms and conditions imposed and stipulated by the Promoter herein.
- (xi) Shall not violate and shall abide by all rules and regulations framed by the Promoter / its designated Project Manager or by the Society / Apex Body, for the purpose of maintenance and up-keep of the said Building/Vasant Oasis Project and in connection with any interior / civil works that the Purchaser/s may carry out in the said Flat.
- (xii) Shall not violate and shall observe and perform all the rules and regulations which the Society/Apex Body may have at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building/Vasant Oasis Project and the premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies. The Purchaser's shall also observe and perform all the stipulations and conditions laid down by the said Society regarding the occupation and use of the said Platein the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- (xiii) Shall not do or permit or suffer to be done anything in or upon the said Flat or any part of the said Building which is or may, or which in the opinion of the Promoter is or may, at any time be or become a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining premises or the neighbourhood provided always that the Promoter shall not be responsible to the Purchaser/s for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the occupants of the adjoining premises of the said Building and the Purchaser/s shall not hold the Promoter so liable;

Shall not obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the said Premises or in or on the common stairways, refuge areas, corridors and passageways in and of the said Building.

Shall never in any manner enclose any balcony/chajja/flower beds/pocket terrace/s and other areas to be kept-open in any manner including installing any temporary or part shell or enclosure and shall not include the same in the said Premises and keep the same unenclosed at all time. The Promoter shall have the right to inspect the said Premises at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Purchaser/s and also to recover costs incurred for such demolition and reinstatement of the said Premises to its original state.

(Signature of Promoter)

(Signature of Purchaser/s)

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(xvi) Not to permit any person in the employment of the Purchaser/s (such as domestic help, drivers, cleaners etc.) to sleep and / or occupy the common area of the said Building such as passage, lobby, stair case and / or any part of the said Property and/or Vasant Oasis Land.

Breach of any of these conditions shall cause this Agreement, ipso facto, to come to an end and notwithstanding anything contained to the contrary herein and without prejudice to all other rights that the Promoter may have against the Purchaser/s either under this Agreement or otherwise, the Promoter shall have the right to terminate this Agreement on the breach of the aforesaid conditions.

- In addition to the aforesaid conditions, the Purchaser/s further binds himself/herself/themselves in respect of the said Premises and covenants as under:
  - (i) 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 Property / said Building / Vasant Oasis Project / Vasant Oasis Land. If the Purchaser/s or members of his/her/their family or any servant or guest of the Purchaser/s commits default of this sub clause then the Purchaser/s shall immediately rectify the same at his/her/their own costs and expenses

Shall not at any time cause or permit any public or private nuisance or to use the loud speaker etc in or upon the said Premises, said Building or the said Property or Vasant Oasis Project or any part thereof or do anything which shall cause an annoyance, inconveniences, suffering, hardship or disturbance to the occupants or to the Promoter. If the Purchaser/s or members of his/her/their family or any servant or guest of the Purchaser/s commits default of this sub clause then the Purchaser/s shall immediately take remedial action at his/her/their own costs and expenses

Shall not discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the said Premises and/or said Building and/or Vasant Oasis Project nor litter or permit any littering in the common area in or around the said Premises and/or the said Property and/or Vasant Oasis Project and at the Purchaser's own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the said Premises and/or said Building and Vasant Oasis Project to the requirement and satisfaction of the Promoter and/or relevant government and statutory authorities. If the Purchaser's or members of his/her/their family or any servant or guest of the Purchaser's commits default of this sub clause then the Purchaser's shall immediately take remedial action.

Shall not do either by himself/itself or any person claiming through the Purchaser/s anything which may or is likely to endanger or damage the said Building and/or Vasant Oasis Project or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the said Building and/or Vasant Oasis Project. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, or any other facility provided in the said Building and/or Vasant Oasis Project. If the Purchaser/s or members of his/her/their family or any servant or guest of the Purchaser/s commits

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(Signature of Purchaser/s)



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default of this sub clause then the Purchaser/s shall immediately take remedial action

- (v) Shall not display at any place in the said Building and/or Vasant Oasis Project any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Purchaser/s shall not stick or affix pamphlets, posters or any paper on the walls of the said Building and/or Vasant Oasis Project or common area therein or in any other place or on the window, doors and corridors of the said Building and/or Vasant Oasis Project.
- (vi) Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the said Building and/or Vasant Oasis Project or the exterior wall of the said Premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or dish antenna any other thing whatsoever save and except the name of the Purchaser/s in such places only as shall have been previously approved in writing by the Promoter in accordance with such manner, position and standard design laid down by the Promoter
- (vii) Shall not park at any other place and shall park at vehicles in the allotted/ designated parking lots only as may be prescribed by the Promoter;
- (viii) Shall cause the Apex Body to paint the said Building and/or Vasant Oasis Project at least once in every five years manufaiting the original colour scheme even after the agreement is executed. The Apex Body.

## 16. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

- 16.1 The Promoter hereby represent and warrant to the Purchaser/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, and subject to the RERA Certificate:
  - (i) The Promoter have clear and marketable title and has the requisite rights to carry out development upon the said Property and also has actual, physical and legal possession of the said Property for the implementation of the said Building;
    - The Promoter have lawful rights and requisite approvals from the competent authorities to carry out development of the said Building and shall obtain requisite approvals from time to time to complete the development of the said Building;
  - (iii) There are no encumbrances upon the said Building except those disclosed to the Purchaser/s;
  - (iv) There are no litigations pending before any Court of law with respect to the said Building except those disclosed to the Purchaser/s;
  - (v) All approvals, licenses and permits issued by the competent authorities with respect to the said Building, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said Building, shall be obtained by following due process of law and the Promoter have been and shall,

(Signature of Promoter)

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- at all times, remain to be in compliance with all applicable laws in relation to the said Building and common areas;
- (vi) The Promoter have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the Promoter are restricted to enter into these presents;
- (vii) At the time of execution of Deed of Conveyance/Lease in favour of the Apex Body, the Promoter shall handover lawful possession of the said Building to the Society;
- (viii) At the time of execution of Deed of Conveyance/Lease of Property of Apex Body in favour of Apex Body, the Promoter shall handover lawful possession of Property of Apex Body to Apex Body;

## 17. ENTRY IN THE SAID PREMISES

17.1 The Purchaser/s shall permit the Promoter and their surveyors and agents with or without workmen and others at reasonable times to enter into and upon the said Premises or any part thereof for the purpose of making, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all services, drains, pipes, cables, water covers, gutters, wires, party walls, structure or other conveniences belonging to or serving or used for the said Building/Vasant Oasis Project and also for the purpose of laying down, maintaining, repairing and also for purpose of cutting of essential services including water supply to or any of the premises of the said Building/Vasant Oasis Project in respect whereof, the purchaser/s of such other premises, as the case may be, shall have made default in paying his/her/bleir share of taxes, maintenance charges etc..

## DEFECT LIABILITY

If within a period of 5 (five) years from the date of offering possession of the said Premises to the Purchaser/s, the Purchaser/s bring/s to the notice of the Promoter any structural defect in the said Premises or the said Building any defects on account of workmanship, quality or provision of service, and wherever possible such defects shall be rectified by the Promoter at their cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Promoter/s, compensation for such defect 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 directly and/or indirectly attributable to the Purchaser/s and/or other occupants of the said Building.

## 19. MAINTENANCE CONTRACT

-SAID BUILDING

The Bromoter shall have the right to enter into contract with any third party/agency for the purpose of maintenance and upkeep of the said Building, such decision shall be final and binding until the Deed of Conveyance in respect of the said Building (excluding, podium, basement, PPL Area and Property of Apex Body) is executed in Tavour of the Society. Thereafter, the Society will undertake to maintain the said Building and every part thereof in the manner as it was handed over save and except normal wear and tear of the property and the Society shall create and maintain a sinking fund for the purpose of such maintenance.

(ii) The Promoter shall have the right to enter into contract with any third party/agency for the purpose of maintenance and upkeep of the Vasant Oasis Project, such decision shall be final and binding until the Deed

(Signature of Purchaser/s)

(Signature of Promoter)

of Conveyance in respect of the Property of Apex Body is executed in favour of the Apex Body. Thereafter, the Apex Body will undertake to maintain Vasant Oasis Project and every part thereof in the manner as it was handed over save and except normal wear and tear of the property and the Apex Body shall create and maintain a sinking fund for the purpose of such maintenance

### 20. HOARDINGS AND SIGN BOARDS

20.1 It is expressly agreed that the Promoter shall have an irrevocable right and be entitled to put a hoarding on the said Building/ Vasant Oasis Project or any parts of including on the terrace and/or on the parapet wall and such hoardings may be illuminated or comprising of neon sign and for that purpose, the Promoter are fully authorized to allow temporary or permanent construction or erection for installation either on the exterior of the Building or on Vasant Oasis Project as the case may be and further the Promoter shall be entitled to use and allow third parties to use any part of the Building/Vasant Oasis Project for installation of cables, satellite, communication equipment, cellular telephone equipment, radio turnkey equipment, wireless equipment and all other equipments etc. The Purchaser/s agree(s) not to object or dispute the same. It is further expressly agreed that the Promoter shall have an irrevocable right and be entitled to receive, recover, retain and appropriate all the rents, profits and other compensation including any increase thereof and the Purchaser/s / Organization/Apex. Body shall not have any right or be entitled to any of the reats profits and other compensation including any increase thereof or any part/thereof. All the tents a profits and other compensation including any increase thereof shall solely and absolutely belong to the Promoter.

#### 21. TRANSFER

The Purchaser/s shall not let, sub-let, transfer, assign, sell; lease ague or leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement to any third party or otherwise, until all the dues, taxes, deposits, cesses, Sale Price and all other amounts payable by the Purchaser/s to the Promoter under this Agreement, are fully and finally paid together with applicable interest thereon, if any. In the event the Purchaser/s is/are desirous of transferring the said Premises and/or his/her/their rights under this Agreement, then the Purchaser/s shall be given by the Promoter, subject to such terms and conditions as the Promoter may deem fit and proper.

### 22. MORTGAGE

- The Purchaser/s hereby grant/s his/her/their irrevocable consent to the Promoter mortgaging the said Property with the said Building and/or Vasant Oasis Land with Vasant Oasis Project being constructed thereon, to enable the Promoter to augment the funds for the development of the said Property. The Promoter shall clear the mortgage debt of the Vasant Oasis Project in all respects before the execution of Deed of Conveyance of Property of Apex Body unto the Apex Body in the manner provided in this Agreement.
- 22.2 Notwithstanding anything contrary to contained herein or in any other letter, no objection, permission, deeds, documents and writings (whether executed now or in future by Promoter and notwithstanding the Promoter giving any no objection/permission for mortgaging the said Flat or creating any charge or lien on the said Flat and notwithstanding the mortgages/charges/lien of or on

(Signature of Purchaser/s)

(Signature of Promoter)

the said Flat, the Promoter shall have first and exclusive charge on the said Premises and all the right, title and interest of the Purchaser/s under this Agreement for recovery of any amount due and payable by the Purchaser/s to Promoter under this Agreement or otherwise.

# 23. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/S AND SUBSEQUENT PURCHASER(S)

23.1 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 said Building shall equally be applicable to and enforceable against any subsequent purchaser(s) of the said Premises, in case of a transfer, as the said obligations go along with the said Premises, for all intents and purposes

#### 24. WAIVER

24.1 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 them 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.

Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the Promoter.

## 25. SEVERABILITY

25.1 If any provision of this Agreement shall be determined to be void or unenforceable under the RERA Act 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 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.

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26.

## METHOD OF CALCULATION OF PROPORTIONATE SHARE

Wherever in this Agreement it is stipulated that the Purchaser/s has/have to make any payment, in common with other purchaser(s) in said Building, 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 said Building.

#### 27. FURTHER ASSURANCES

27.1 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.

A for

(Signature of Promoter)

#### 28. PLACE OF EXECUTION AND REGISTRATION

- 28.1 The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter' office, or at some other place, which may be mutually agreed between the Promoter and the Purchaser/s, in Mumbai City, after the Agreement is duly executed by the Purchaser/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.
- 28.2 The Purchaser/s and 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 and Purchaser/s will attend such office and admit execution thereof
- The Purchaser/s shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all documents for allotment of the said Premises including on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Purchaser's account.

## 29. INDEMNITY

29.1 The Purchaser/s hereby agrees to indemnify and keep indemnified saved, defended and harmless the Promoter against any or all claims, losses, damages, expenses, costs or other liabilities incurred or suffered by the Promoter from or due to any breach by the Purchaser's of its covenants, representations and warranties under this Agreement or due to any acts omission, default on the part of the Purchaser's in complying performing his/her/their obligations under this Agreement.

### 30. NOTICE

- 30.1 All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by Registered Post A.D./Under Certificate of Posting/Courier or by hand delivery or by Fax, E-mail to the address of the addressee at his/her/their address hereinbefore mentioned.
  - 2 A notice shall be deemed to have been served as follows:
    - (i) if personally delivered, at the time of delivery
    - (ii) if sent by courier, Registered (Post) A.D. or by Fax, E-mail at the time of delivery thereof to the person receiving the same

### 31. PAN

For the purposes of this transaction, the details of the PAN of the Promoter and the Purchaser/s are as follows:

(i) Promoter PAN AAACN1884C

(ii) Purchaser/s PAN ABJPA5232E

(ii) Purchaser/s PAN ABJPA5232E

ii) Purchaser/s PAN BOMPA3469.

N

(Signature of Purchaser/s)

(Signature of Promoter)

## 32. LEGAL ADVICE

32.1 The Purchaser/s hereby declares that he/she/they has/have gone through this Agreement and all the documents related to the Vasant Oasis Project and also the said Building and has / have expressly understood the contents, terms and conditions of the same and the Purchaser/s after being fully satisfied has / have entered into this Agreement and further agrees not to raise any objection in regard to the same.

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their respective hands and seal to this Agreement on the day and the year first hereinabove written.

## THEFIRST SCHEDULE HEREINABOVE REFERRED TO:

(Description of Vasant Oasis Land)

All that pleas and parcel of land bearing C.T.S. No. 345A/I of Village Marol, Paluka Andheri, Pistrict of Mumbai City and Mumbai Suburban, in all admeasuring 56 P61 54 sq. meters or thereabouts out of the said Larger Property and marked in orange colour boundary line on the plan annexed and marked as Annexure "A" hereto and bounded as follows:-

On the North: Land bearing C.T.S. No. 306D, 337A/1 and 337A/2;

On the South: Land bearing C.T.S. No. 345A/1 and 345A/6;

On the West: 18.30 M wide D.P. Road;

On the East: Land bearing C.T.S. No. 357 and 345A/2.

## THE SECOND SCHEDULE HEREINABOVE REFERRED T

(Description of the said Property)

All that piece and parcel of land bearing C.T.S. No. 345A/1 (pt) of Village Marol GO Taluka Andheri, District of Mumbai City and Mumbai Suburban, admeasuring 762.38 sq. meters or thereabouts, being a portion of the Vasant Oasis Land, more particularly described in the First Schedule hereinabove written and marked in red colour hatched lines on plan annexed and marked as Annexure "C", hereto.

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## THE THIRD SCHEDULE HEREINABOVE REFERRED TO:

(Common Area and Amenities of Vasant Oasis)

ROPA. Swimming Pool

- 2. Kid's pool.
- 3. Pool side deck.
- 4. BBO.
- 5. Children play area.
- 6. Jogging track.

(Signature of Promoter)

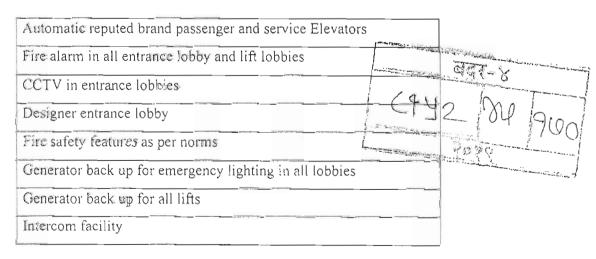
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- 7. Senior resident corner.
- 8. Party Terrace.
- 9. Multipurpose Hall
- 10. Squash Court
- 11. Badminton Hall
- 12. Gymnasium
- 13. Yoga/ Multiutility room
- 14. Mini Theatre
- 15. Games Room
- 16. Jacuzzi
- 17. Steam
- 18. Sauna
- 19. Internal Road/Private Road
- 20. Drainage/sewerage
- 21. Plumbing network
- 22. Electric wiring network on podium
- 23. Necessary light, telephone and public water connections on podium
- 24. The foundations and main walls, columns, girders, beams of podium
- 25. Common areas and facilities such as (i) the ramps, (ii) podium, (iii) open areas, decks, and other recreation facilities
- 26. Any other common amenities and facilities (recreational facilities) as may be sanctioned and approved by concerned authority

The Common Area and Amenities of Vasant Oasis shall be completed on completion of Vasant Oasis Project.

## THE FOURTH SCHEDULE HEREINABOVE REFERRED TO:

(The details of common areas and amenities in the said Building)





(Signature of Promoter)

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## THE FIFTH SCHEDULE HEREINABOVE REFERRED TO:

(the details of Amenities in the said Flat)

## FLOORING:

Living, Dining, Kitchen, - Vitrified flooring

Master bed, other bedrooms - Vitrified flooring

Master Forlet - Ceramic Tiles floor and dado

Other toilets, Ceramic Tiles floor and dado

WALLS:

Gypsum Plaster with Paint finish

## DOORS AND WINDOWS:

8ft High laminated flush doors

Windows -Al Powder Coated Window

### KITCHEN:

Granite Platform with S.S. Sink

## PLUMBING:

Concealed plumbing with quality C.P. Fittings

## ELECTRIFICATION:

Concealed copper wiring with extensive layout, modular switches, generator back up facilities for emergency.

## SAFETY/SECURITY SYSTEMS:

Gas leakage detector,

Magnetic door sensor, panic switch

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(Signature of Purchaser/s)

(Signature of Promoter)

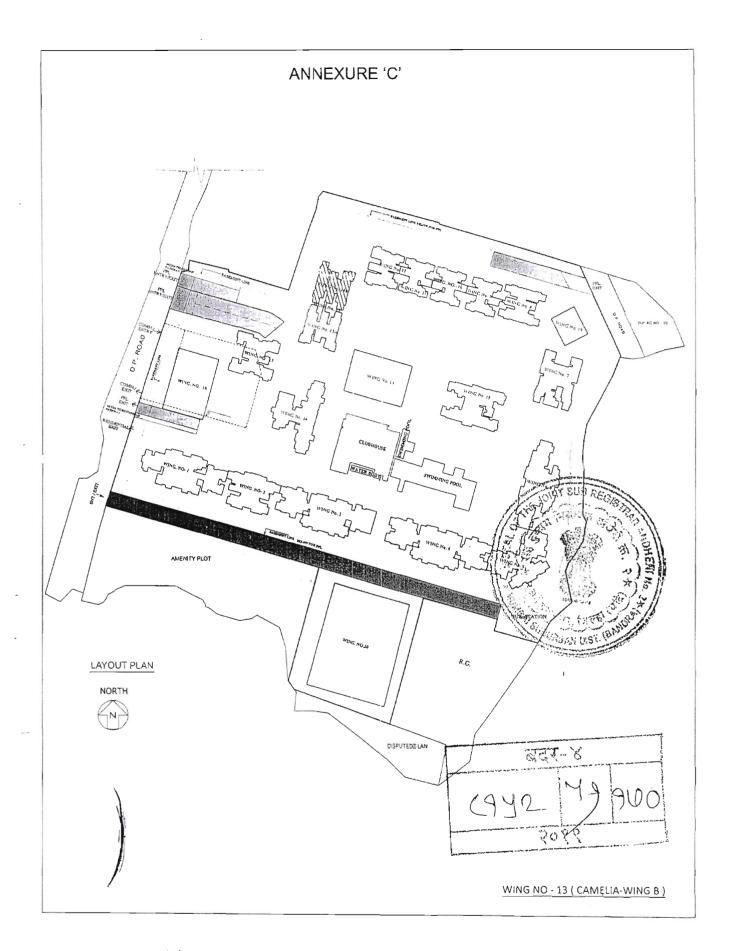
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(Signature of Promoter)	(Signature of Purchaser/s)	





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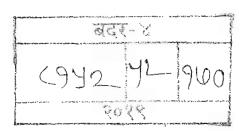


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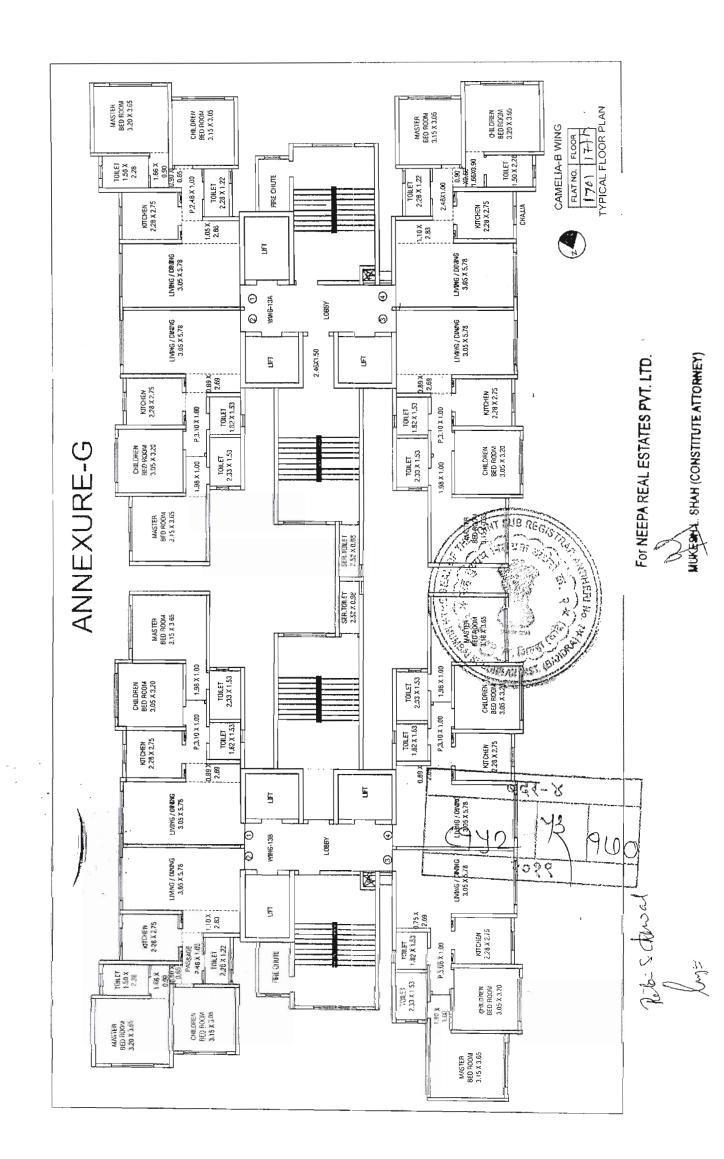
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July July

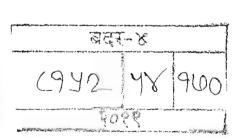














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## Maharashtra Real Estate Regulatory Authority

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 .

Project: Vasant Oasis Camelia Bldg 13, Plot Bearing / CTS / Survey / Final Plot No.:345A/1 PART at Andheri, Andheri, Mumbai Suburban, 400059;

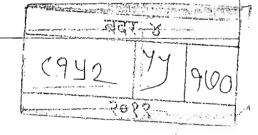
- Neepa Real Estates Private Limited having its registered office / principal place of business at Tehsil: Andheri,
   District: Mumbai Suburban, Pin: 400051.
- 2. This registration is granted subject to the following conditions, namely:-
  - The promoter shall enter into an agreement for sale with the allottees;
  - The promoter shall execute and register a conveyance deed in favour of the allottee of the association of the allottees, as the case may be, of the apartment or the common areas as per Rule of Maharashira Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;

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 25/07/2017 and ending with 31/12/2022 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
- 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. Vasanty remanand Prabhu
(Secretary, MahaRERA)
Date:7/25/2017 7:24:46 AM

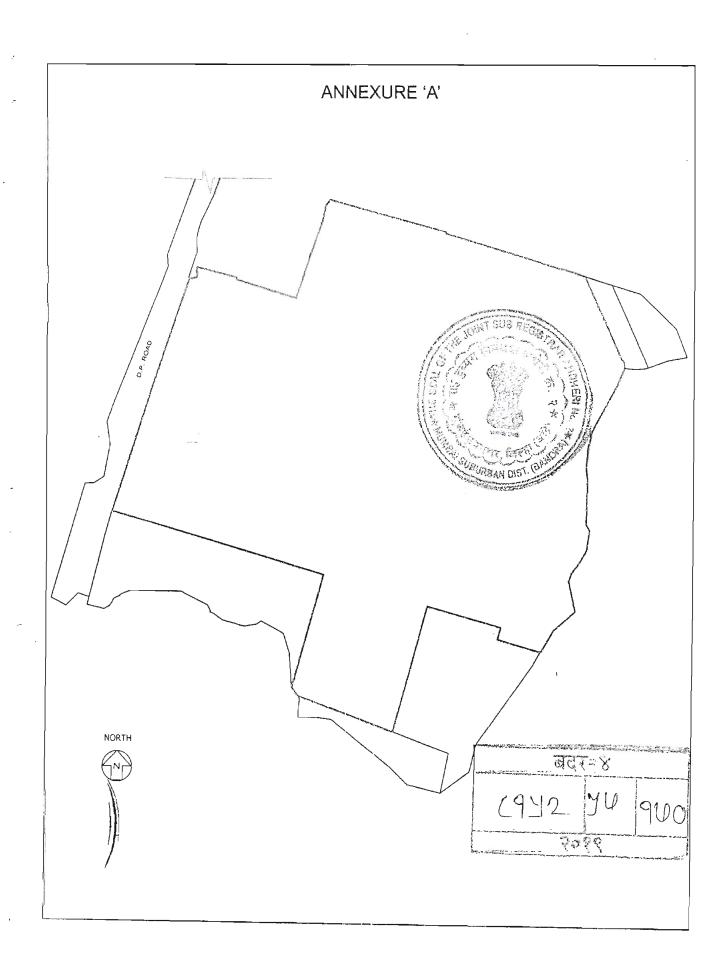
Dated: 25/07/2017 Place: Mumbai Signature and seal of the Authorized Officer Maharashtra Real Estate Regulatory Authority





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# ANNEXURE 'B'

## मालमत्ता पत्रक

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## मालमत्ता पत्रक

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## ANNEXURE 'D'

# MUNICIPAL CORPORATION OF GREATER MUMBAI No. CHE/WS/0252/K/337(NEW)

1 0 FEB 2016

To, M/s.Spaceage Consultants, Shop No.15, b-106, Natraj Bldg., Sristi Complex, Mulund Link Rd., Mulund (W), Mumbai-400 080.

Ex. Engineer Bldg. Proposal (W.S.)

F. K. - Wards

Dal Office, R. K. Patkar Marg.

Ball a (West), Mumbai - 400 050

Sub: Proposed building on plot bearing C.T.S. No.345A/1 to 345A/3 and 345A/5 to 345A/7 of village Marol at Andheri (E) in K/East Ward, Mumbai 409 059.

Ref: Your letter dated 17.12.2015.

Gentleman,

There is no objection to your carrying out the work as persamended plans submitted by you vide your letter under reference for which competent authority has accorded sanction, subject to other following conditions:-

- 1) All the objections of this office I.O.D. under even no. dated 16.10.2010 shall be applicable and should be complied with.
- 2) The changes proposed shall be shown on the canvas mounted plans to be submitted at the time of B C.C.
- 3) That every part of the building constructed and more particularly overhead water tank will be provided with proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder.
- 4) That the infrastructural works, such as; construction of hand holes / panholes, ducts for underground cables, concealed wiring inside the flats/rooms, rooms/space for telecom installations etc. required for providing telecom services shall be provided.
- 5) That the regulation No.45 and 46 of D.C.Reg.1991 shall be complied with.
- 6) That the letter box shall be provided at the ground floor for all the tenements.

7) That the owner/developer shall not hand over the possession to the prospective buyers before obtaining occupation permission.

- 8) That no main beam in R.C.C. framed structure shall be less than 230 mm. wide. The size of the columns shall also be governed as per the applicable I.S. Codes.
- 9) That all the cantilevers [projections] shall be designed for five times the load as per I.S. code 1893-2002. This also includes the columns projecting beyond the terrace and carrying the overhead water storage tank, etc.

- 10) That the R.C.C. framed structures, the external walls shall be less than 230 mm, if in brick masonary or 150 mm autoclaved cellular concrete block excluding plaster thickness as circulated under No.CE/5591 of 15.4.1974.
- 11) That the revised R.C.C. drawing/designs, calculations shall be submitted through Licensed Structural Engineer.
- 12) That the condition of revised bye-law 4[c] shall be complied with.
- 13) That the NOC from A.A. & C., K/East Ward shall be submitted.
- 14) That the Labour Welfare Tax of 1% of construction cost as per ready reckoner shall be paid.
- 15 the payments shall be made.
- That the testing of building material to be used on the subject work shall be agne and results of the same shall be submitted periodically.
- 17) That the E.C. shall be got re-endorsed.
- That "All Dues Clearance Certificate" related to H.E.'s dept. from the concerned A.E.W.W. [K/East Ward] shall be submitted before applying for C.C.
- 19) That the revised N.O.C. from H.E. shall be submitted.
- 20) That the conditions in N.O.C. from Jt. Commissioner of Police (Traffic)u/No.TPHQ/ACP/Plg/DCR-33(24)/PUC-152-10/Marol/Neepa Real Estate/136-2011 dated 9.8.2011 shall be complied with...
- 21) That the conditions in Letter of Intent u/No.Ch.E./1743/MC/Roads & Tr dated 1.10.2013 shall be complied with.
- 22) That the verification of AMSL of completed work shall be done before F.C.C. The AMSL of the topmost part of the building under reference shall also be verified before O.C.C.
- 23) That the R.U.T. for not misusing the additional parking proposed for full potential of F.S.I. and will count the same in FSI or will be handed over to M.C.G.M. free of cost, if the building is not constructed for full potential shall be submitted.

One set of plans in token of approval is enclosed herewith.

(56 sheets)

Yours faithfully,

Executive Engineer Building Proposals (Western Suburbs) K Ward

Copy to [1] M/s. Neepa Real Estate Pvt. Ltd.

- 2] Assistant Commissioner, K/East Ward
- 3] A.E.W.W. K/East Ward

Forwarded for information please.

10-2-2016

E.E.B.P.(W.S.) K Ward

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	5. This Commencement Certi	-	•		*	e in no
5//	case exceed three years provided furt					
	permission under section 44 of the M.					
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	(b) Any of the conditions	subject to v	hich the same is g	granted or any	of the restrictions im	posed
	by the Municipal Cor					
	(c) The Municipal Comm	ussioner of	Greater Mumbai i	s satisfied tha	t the same is obtained	by the
	applicant through frau	d or misrep	resentation and the	e a <del>pp</del> licant an	d every person derivin	ig title
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	work in contravention	n of Section	42 of 45 of the M	aharashtra Re	egional and Town Pla	aning
	Act, 1966.					
	7. The conditions of this ce	rtificate sh	all be binding no	tonly on the	applicant but on his	heirs,
	executors, assignees, administrators	and success	ors and every pers	son deriving t	itle latough or under l	him.
	- The Municipal Commission					
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# MUNICIPAL CORPORATION OF GREATER MUMBAI

## FORM 'A'

# MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No CHE/WS/0252/K/337(NEW)

## COMMENCEMENT CERTIFICATE

To, M/s Neepa Real Estae pvt. ltd Sheth House, Near Dindoshi Fire Brigade, off W.E Highway, Malad E, Mumbai

Sir, With reference to your application No. CHE/WS/0252/K/337(NEW) Dated. 21/12/2016 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 21/12/2016 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. - C.T.S. No. 345A/1 to 345A/3 and 345A/5 to 345A/7 Division / Village / Town Planning Scheme No. MAROL situated at 18.30 mt wide D.P road Road / Street in K/E Ward Ward .

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

1 The land vacated on consequence of the endorsement of the setback line foad 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.

The Commencement Certificate/Development permission shall remain verify for one year constructing from the date of its issue.

his permission does not entitle you to develop land which does not vest in you.

his Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.

This Celtificate 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. Shri. Sanjay U Borse - (Asst.Eng.(B.P.) K/East)
Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

# This CC is valid upto 17/1/2018

Issue On: 18/1/2011

Valid Upto :

17/1/2018

Remark:

Approved By

P.W BHANGALE

**Executive Engineer** 

Issue On: 3/4/2017

Valid Upto:

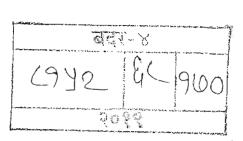
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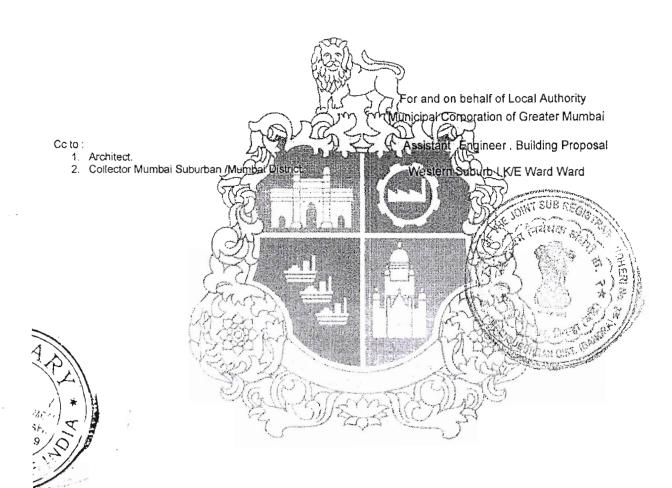
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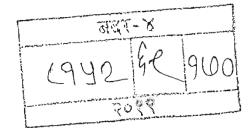
F.C.C. for wing 8 & 9 upto top of 10th floor of Ht. 35.87mt. AGL & Re-endorse C.C. for wing 7, 13th & 17thupto top of podium i.e. 12.27mtrr, Wing 14, 15 and 16 upto top of podium i.e. ht. 12:32mtr. AGL, Wing 18 upto top of Ground floor level i.e. Ht. 4.22mtr. AGL, Full C.C. for Wing 10,11 and 12 upto top of 24th floor + OHT + LMR of Ht. 81.66mtr. AGL As per Approved Amended Plan Dated: - 10/02/2016.















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# MUNICIPAL CORPORATION OF GREATER MUMBAI

# FORM 'A'

# MAHARASHTRA REGIONAL AND TOWN PLANNING

No CHE/WS/0252/K/337(NEW)

COMMENCEMENT CERTIFICATE

To. M/s Neepa Real Estae pvt. Itd Sheth House, Near Dindoshi Fire Brigade, off W.E Highway, Malad E, Mumbai

Sir.

With reference to your application No. CHE/WS/0252/K/337(NEW) Dated 31/1/2018 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 31/1/2018 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. - C.T.S. No. 345A/1 to 345A/3 and 345A/5 to 345A/7 Division / Village / Town Planning Scheme No. MAROL situated at 18,30 mt wide D.P road Road / Street in K/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.

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.

The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.

his permission does not entitle you to develop land which does not vest in you.

This Commencement Certificate is renewable every year but such extended period shall be in no 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 :-
  - The Development work in respect of which permission is granted under this certificates not carried out or the use thereof is not in accordance with the sanctioned plans
  - Any of the conditions subject to which the same is granted or any of the restrictions imp the Municipal Commissioner for Greater Mumbai is contravened of not complied with.
  - The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 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. Shri. Sanjay U Borse - (Asst.Eng.(B.P.) K/East) Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

Issue On: 18/1/2011

Valid Upto:

18/1/2011

Remark:



Approved By

EΕ

Executive Engineer

Remark:

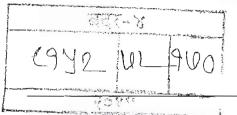
Approved By EE

Executive Engineer

Issue On: 7/8/2017

Valid Upto :

Remark:



Approved By

A.E

Assistant Engineer (BP)

Issue On: 28/3/2018

Valid Upto:

17/1/2019

CHE/WS/0252/K/337(NEW)

Page 2 of 3 On 28-Mar-2018

### Remark:

Further C.C. up to top of 24th floor i.e. height 79.02mtr. AGL for Wing 15 by restricting CC for LMR & OHT and further C.C. up to top of 6th floor including LMR & OHT i.e. height 29.85mtr. AGL for Wing 19 with reendorse for Wings 7,8,9,10,11,12 up to top of 24th floor including LMR & OHT i.e. height 81.66mtr. AGL &

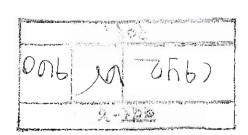
C.C. for Wing 18 top of Podium i.e. height up to 12.27mtr. AGL & re-endorse C.C. for Wing 13 & 17 top of

Podium i.e. height 12.27mtr. AGL Wings 14 & 16 up to top of Podium i.e. 12.32mtr. AGL as per last approved amended plan dated 23.02.2018.



CHE/WS/0252/K/337(NEW)

Page 3 of 3 On 28-Mar-2018









# MUNICIPAL CORPORATION OF GREATER MUMBAI FORM 'A'

# MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No CHE/WS/0252/K/337(NEW)

#### COMMENCEMENT CERTIFICATE

To.
M/s Neepa Real Estae pyt, Itd
Sheth House, Near Dindoshi Fire Brigade, off W E
Highway, Malad E, Mumbai

Sir.

With reference to your application No. CHEWS/0252/K/337(NEW) Dated: 19/5/2018 for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashita Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 of 337 (New) dated 19/5/2018 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building Texas of the Mumbai Municipal Corporation Act 1888 to erect a building in Building Texas of the Mumbai Municipal Corporation Act 1888 to erect a building in Building Texas of the Mumbai Municipal Corporation Act 1888 to erect a building in Building Texas of the Mumbai Municipal Corporation Act 1888 to erect a building in Building Texas of the Mumbai Municipal Corporation Act 1888 to erect a building in Building Texas of the Mumbai Municipal Corporation Act 1888 to erect a building in Building Texas of the Mumbai Municipal Corporation Act 1888 to erect a building in Building Texas of the Mumbai Municipal Corporation Act 1888 to erect a building in Building Texas of the Mumbai Municipal Corporation Act 1888 to erect a building in Building Texas of the Mumbai Municipal Corporation Act 1888 to erect a building in Building Texas of the Mumbai Municipal Corporation Act 1888 to erect a building in Building Texas of the Mumbai Municipal Corporation Act 1888 to erect a building in Building Texas of the Mumbai Municipal Corporation Act 1888 to erect a building in Building Texas of the Mumbai Municipal Corporation Act 1888 to erect a building the Mumbai Municipal Corporation Act 1888 to erect a building the Mumbai Municipal Corporation Act 1888 to erect a building the Mumbai Mu

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.
- 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 Riegional and Town Planning Act, 1966

Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if -

The Development work in respect of which permission is granted under this certificate is not capied out or the use thereof is not in accordance with the sanctioned plans.

Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.

The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 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. Shri. Sanjay U Borse - ( Asst.Eng.(B.P.) K/East ) Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act

(942 Lay 940 2038

### This CC is valid upto 17/1/2012



Valid Upto ·

17/1/2012

Approved By EEBPK Executive Engineer

> Approved By AEBPKE

Assistant Engineer (BP)

Issue On: 28/3/2018

17/1/2019

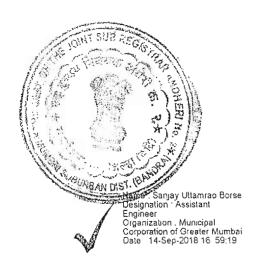
Remark

अदर्-४ 700 Issue On ( 14/9/2018

Valid Upto:

Remark.

Further C.C up to top of 14th floor excluding LMR & OHT i.e. height 47.67mtr. AGL for Wing 13, 14 and 16 and re-endorse C.C. up to top of 6th floor including LMR & OHT i.e. height 29.85mtr. AGL for Wing 19 and re-endorse C.C. for Wings 7,8,9,10,11,12 up to top of 24th floor including LMR & OHT i.e. height 81 66mtr, AGL & re-endorse C.C. for Wing 18 up to top of Podium i.e. height up to 12.27mtr AGL & re-endorse C.C. for Wing 17 up to top of Podium i.e. height 12.27mtr. AGL & re-endorse C.C. for Wing 15 up to top of 24th floor Le height 79 02mtr. by restricting CC for LMR & OHT as per approved plan dated 18/06/2018



Cc to

1 Architect

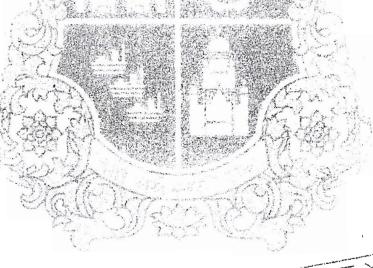
2. Collector Mumbai Suburban / Mumbai District.

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

Assistant Engineer . Building Proposal

Western Suburb I K/E Ward Ward



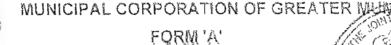


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MAHARASHTRA REGIONAL AND TOWN PLANNIN

No CHE/WS/0252/K/337(NEW)/FCC/6/Amend
COMMENCEMENT CERTIFICATE

To,
M/s Neepa Real Estate pvt. ltd
Sheth House, Near Dindoshi Fire Brigade, off W.E.
Highway, Malad E. Mumbai

Sir.

With reference to your application No. CHE/WS/0252/K/337(NEW)/FCC/6/Amend Dated. 15 May 2018 for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Manarashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no 337 (New) dated 19 May 2018 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. - C.T.S. No. 345A/1 to 345A/3 and 345A/5 to 345A/7 Division / Village / Town Planning Scheme No. MAROL situated at 18.30 mt wide D.P road Road / Street in K/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.

This Commencement Certificate is renewable every year but such extended period shall be in no case rexceed 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, 1968

ficate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if :-

Development work in respect of which permission is granted under this certificate is not out or the use thereof is not in accordance with the sanctioned plans.

Any of the conditions subject to which the same is granted or any of the restrictions imposed by Municipal Commissioner for Greater Mumbai is contravened or not complied with.

- The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 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. A. E. (B. P.) WE ward. Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 17/1/2012

C942 Let 900

Issue On: 30 Jul 2019

Valid Upto:

17 Jan 2020

Application Number: CHE/WS/0252/K/337(NEW)/FCC/6/Amend

Remark:

CHE/WS/0252/K/337(NEW)/FCC/6/Amend

Remark:

Name: SAWANT RAMCHANDRA SAMPATRAG Designation: Assistant Engineer Organization: MUNICIPAL CORPORATION of CREATER MUMBAI Date: 30-Jul;2019:21: 31-54 Date: 30-Jul;2019:31: 31 Wing 14 upto top of 24th floor i.e. height 79.02mtr, AGL by restricting C.C. for LMR + OHT of Wing 13 & Wing 14 & C.C. for Commercial office (internal height 3,55mtr.) at upper basement level i.e. height 0.15mtr. AGL as per approved plan dated 19/07/2019 & re-endorsed C.C. for Wing 15 upto top of 24th floor i.e. height 79.02mtr. AGL by restricting C.C. for LMR + OHT, for Wing 16 upto top of 14th floor i.e. height 47.72mtr. AGL, for Wing 17 upto top of Podium i.e. height 12.27mtr. AGL and Wing 18 upto top of Podium i.e. height 12.27mtr. AGL as per approved plan dated 19/07/2019.



For and on behalf of Local Author Municipal Corporation of Greater Mumba

Coto

Architect.

Collector Mumbai Suburban / Mumbai District.

Assistant Engineer . Building Proposal

Western Suburb I K/E Ward Ward

CHE/WS/0252/K/337(NE)W)/FCC/6/Amend

Page 3 of 3 On 30-Jul-2019



Issue On: 18 Jan 2011

Valid Upto:

17 Jan 2012

Application Number:

Remark :

Approved By

Issue On . 28 Mar 2018

Valid Upto:

17 Jan 2019

Application Number:



Approved By

On: 14 Sep 2018

Valid Upto:

13 Sep 2019

Application Number:

# Remark

Further C.C. up to top of 14th floor excluding LMR & OHT i.e. height 47.67mtr. AGL for Wing 13, 14 and 16 and re-endorse C.C. up to top of 6th floor including LMR & OHT i.e. height 29.85mtr. AGL for Wing 19 and re-endorse C.C. for Wings 7,8,9,10,11,12 up to top of 24th floor including LMR & OHT i.e. height 81 66mtr. AGL & re-endorse C.C. for Wing 18 up to top of Podium i.e. height up to 12 27mtr. AGL & re-endorse C.C. for Wing 17 up to top of Podium i.e. height 12.27mtr. AGL & re-endorse C.C. for Wing 15 up to top of 24th floor i.e. height 79 02mtr. by restricting CC for LMR & OHT as per approved plan dated 18/06/2018

CHE/WS/0252/K/337(NEW)/FCC/6/Amend

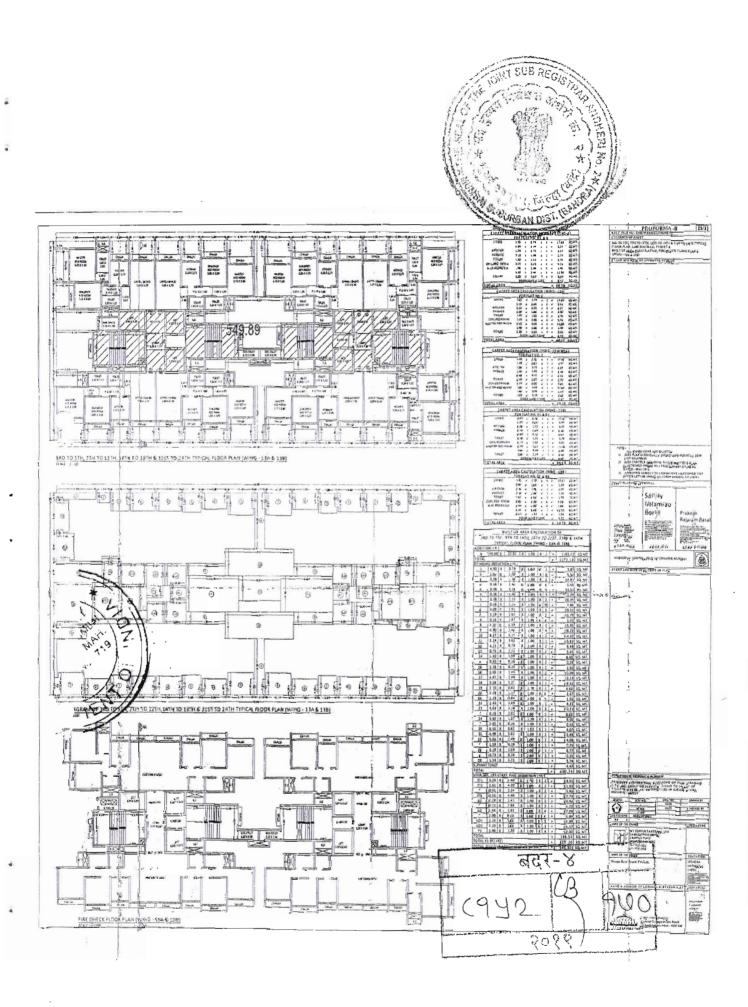
Approved By 6
Page 2 of 3 on 60-Jd 2019

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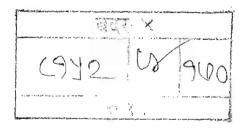


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# ANNEXURE 'E'

ESTABLISHED 1890

Email: mail@kangacompany.com, www.kangacompany.com

R. Amin Ms. R. G. Mehta M. L. Bhakta • A. M. Desai • K. M. Vussonji • B. D. Damodar • S. S. Vaidya • A R. P. Bhatt • Ms. A. S. Murray • P. S. Damodar • B. S. Vaidya • Ms. M. D. Mode Kurtal S. Vaidya

KMV/ASM/ 851 /2016

## TITLE CERTIFICATE

Re: Land bearing CTS No. 345A/1 admeasuring 51,459.3 sq. mtrs. or thereabouts situate at Village Marol, Taluka Andheri, District of Bombay City and Bombay Suburban comprising of freehold area/land admeasuring 46705.84 sq. mtrs. and leasehold area/land admeasuring 4753.46 sq. mtrs.

- 1. We have been furnished with the copies of certain documents and papers in respect of the land bearing CTS No. 345A/1 admeasuring 51,459.3 sq. mtrs. or thereabouts situate at Village Marol, Taluka Andheri, District of Bombay City and Bombay Suburban.
- 2. We are issuing this Title Certificate on the basis of the copies of documents and papers that have been furnished to us. Our observations are limited only to the extent of the said documents, papers and information. We take no responsibility of the authenticity of the documents furnished to us or any information, declaration or undertakings that may be contained in such documents and papers. Further, we take no responsibility with regards to the documents and papers that have not been provided to us for the purpose of issuing this Title Certificate or any information, particulars or details that may not have been disclosed to us.
- 3. The documents and papers that have been furnished to us are as under:-
  - Various registered Sale Deeds executed between various Vendors (i) and Industrial and Engineering Apparatus Company Private & Limited;
  - Indenture dated 7th August, 1962 made between Khodabux Abdul (ii)Rehman therein referred to as the "Lessor" of the One Part and Industrial and Engineering Apparatus Company Private Limited of the Other Part and registered with the Office of the Sub-Registrar of Assurances under Serial No. 1987 of 1962;
  - Order dated 30th July, 1963 passed by the Hon'ble High Court of (iii) Bombay in Company Petition No. 49 of 1963 connected with Company Application No. 16 of 1963; Xmu/







Deed of Exchange dated 9<sup>th</sup> April, 1974 made between Dhirubhai Purshottam Ghatalia, Bapulal Purshottam Ghatalia and Chhotalal Purshottam Ghatalia of the One Part and Borosil Glass Works Limited of the Other Part and registered with the Office of the Sub-Registrar of Assurances under Serial No. 1370 of 1974;

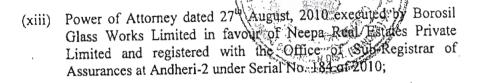
Deed of Exchange dated 9<sup>th</sup> April, 1974 made between Ram Dundaram Lone and Bhirjangilal Maneklal Shah of the One Part and Borosil Glass Works Limited of the Other Part and registered with the Office of the Sub-Registrar of Assurances under Serial No. 1372 of 1974;

- (vi) Deed of Confirmation dated 11<sup>th</sup> June, 1975 executed by Roque Coutts in favour of Borosil Glass Works Limited and registered with the Office of Sub-Registrar of Assurances at Mumbai under Serial No. 2189 of 1975;
- (vii) Deed of Exchange dated 17<sup>th</sup> June, 1976 made between Esmail Haji Suleman and Shakuntalli Haji Suleman, in their capacity as Partners of Messrs. Raj Oil Mills of the One Part and Borosil Glass Works Limited of the Other Part and registered with the Office of the Sub-Registrar of Assurances under Serial No. 1647 of 1976;
- (viii) Plaint in respect of the Suit bearing Suit No. 625 of 1984 filed by Borosil Glass Works Limited against C. D. Thomas and Another in the Hon'ble High Court of Bombay;
- (ix) Plaint in respect of the Suit bearing Suit No. 1094 of 1984 filed by Borosil Glass Works Limited against Charles Monteiro in the Hon'ble High Court of Bombay;
- (x) Plaint in respect of the Suit bearing Suit No. 1095 of 1984 filed by Borosil Glass Works Limited against Sereppa Munjappa Shetty in the Hon'ble High Court of Bombay;
- (xi) Certificate of Incorporation dated 22<sup>nd</sup> December, 1992 of Neepa Real Estates Private Limited;

(xii)	Indenture of Conveyance dated 27th August, 2010 made between
to configuration where the contract of the con	Boroşil Glass Works Limited of the One Part and Neepa Rea
Maria Maria	Estates Private Limited of the Other Part and registered with the
10	Office of Sub-Registrar of Assurances at Mumbai under Serial No
940 410	,8183 of 2010; SEMU
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- (xiv) Deed of Mortgage dated 31<sup>st</sup> August, 2010 made between Neepa Real Estates Private Limited of the One Part and Indiabulls Financial Services Limited of the Other Part and registered with the Office of Sub-Registrar of Assurances at Mumbai under Serial No. 8271 of 2010;
- (xv) Intimation of Disapproval dated 4<sup>th</sup> October, 2010 bearing Reference No. EB/CE/CHE/WS/0252/337/K(NEW)/BS/A;
- (xvi) Letter dated 16<sup>th</sup> December, 2010 bearing Reference No. CHE/0252/WS/K/337(NEW) addressed by MCGM to Messrs. Spaceage Consultant, Architect;
- (xvii) Commencement Certificate dated 18<sup>th</sup> January, 2011 bearing Reference No. CHE/WS/0252/K/337(NEW);
- (xviii) Order dated 8<sup>th</sup> August, 2011 bearing Reference No. C/KARYA-3K/AMALGAMATION/SUBDIVISION/SR/1557 passed by the Collector, Mumbai Suburban District;
- (xix) Deed of Declaration cum Rectification relating to Record of Rights dated 10<sup>th</sup> August, 2011 made between Borosil Glass Works Limited of the One Part and Neepa Real Estates Private Limited of the Other Part and registered with the Office of Sub-Registrar of Assurances at Mumbai under Serial No. 9405 of 2011;
- (xx) Order dated 14<sup>th</sup> September, 2011 bearing Reference No. C/Desk-III-C/LND/NAP/SR-2009 passed by Collector, Mumbai Suburban District;
- (xxi) Development Plan Remarks dated 28th December, 2011 bearing Reference No. CHE/1055/DPWS/K/E:
- (xxii) Deed of Mortgage dated 18th February, 2012 made between Neepa Real Estates Private Limited of the One Part and Indiabulls Financial Services Limited of the Other Part and registered with the Office of Sub-Registrar of Assurances at Mumbai under Serial No. 1393 of 2012;
- (xxiii) Debenture Trust Deed dated 18th February, 2012 made between Neepa Real Estates Private Limited of the One Part and IDBI-

www.kangacompany.com







Trusteeship Services Limited of the Other Part and registered with the Office of Sub-Registrar of Assurances at Mumbai under Serial No. 1394 of 2012;

Deed of Reconveyance dated 30<sup>th</sup> May, 2012 made between Indiabulls Financial Services Limited of the One Part and Neepa Real Estates Private Limited of the Other Part and registered with the Office of Sub-Registrar of Assurances at Mumbai under Serial No. 4777 of 2012;

Deed of Mortgage dated 30<sup>th</sup> May, 2012 made between Neepa Real Estates Private Limited of the One Part and Indiabulls Financial Services Limited of the Other Part and registered with the Office of Sub-Registrar of Assurances at Mumbai under Serial No. 4778 of 2012;

- (xxvi) Order dated 28<sup>th</sup> February, 2013 and bearing Reference No. VILEPARLE/M.R.N.1113/AREA RECTIFICATION/2012/406 passed by the City Survey Officer, Vile Parle;
- (xxvii) Rectification Order dated 9<sup>th</sup> April, 2013 and bearing Reference No. C/KARYA-3K/AMALGAMATION/SUBDIVISION/SR/1557 passed by the Collector, Mumbai Suburban District;
- (xxviii)Corrigendum dated 9<sup>th</sup> April, 2013 bearing Reference No. C/Desk-III-C/LND/NAP/SR-2009 passed by Collector, Mumbai Suburban District;
- (xxix) Deed of Mortgage dated 20<sup>th</sup> May, 2013 made between Neepa Real Estates Private Limited of the One Part and Indiabulls Housing Finance Limited of the Other Part and registered with the Office of Sub-Registrar of Assurances at Mumbai under Serial No. 5320 of 2013;
- (xxx) Undertaking dated 8<sup>th</sup> January, 2014 executed by Neepa Real Estates Private Limited in favour of Municipal Commissioner, MCGM, and registered with the Office of the Sub-Registrar of Assurances at Mumbai under Serial No. 177 of 2014;
- (xxxi) Deed of Reconveyance dated 17th January, 2014 made between Indiabulls Housing Finance Limited of the First Part and Neepa Real Estates Private Limited of the Second Part and registered with the Office of the Sub-Registrar of Assurances at Andheri-3 under Serial No. 956 of 2014;







(xxxii) Deed of Re-Conveyance dated 17th January, 20th made between Indiabulls Financial Services Atmited of the Order and Neepa Real Estates Private Limited of the Order and Tregistered with the Office of Sub-Registrar of Assurances at Mumbai under Serial No. 957 of 2014;

- (xxxiii)Deed of Re-Conveyance dated 17<sup>th</sup> January, 2014 made between Indiabulls Housing Finance Limited of the One Part and Neepa Real Estates Private Limited of the Other Part and registered with the Office of Sub-Registrar of Assurances at Mumbai under Serial No. 958 of 2014;
- (xxxiv)Deed of Mortgage dated 17<sup>th</sup> January, 2014 made between Indiabulls Housing Finance Limited of the One Part and Neepa Real Estates Private Limited of the Other Part and registered with the Office of Sub-Registrar of Assurances at Mumbai under Serial No. 959 of 2014;
- (xxxv) Deed of Mortgage dated 11<sup>th</sup> June, 2014 made between Indiabulls Housing Finance Limited of the One Part and Neepa Real Estates Private Limited of the Other Part and registered with the Office of Sub-Registrar of Assurances at Mumbai under Serial No. 4502 of 2014;
- (xxxvi)Undertaking dated 22<sup>nd</sup> August, 2014 executed by Neepa Real Estates Private Limited in favour of Municipal Commissioner, MCGM, and registered with the Office of the Sub-Registrar of Assurances at Mumbai under Serial No. 7237 of 2014;
- (xxxvii) Undertaking dated 18<sup>th</sup> September, 2014 executed by Vallabh N. Sheth in his capacity as the Director of Neepa Real Estates Private Limited and registered with the Office of the Sub-Registrar of Assurances at Mumbai under Serial No. 8043 of 2014;

(xxxviii) Deed of Lease dated 30<sup>th</sup> December, 2014 made between Neepa Real Estates Private Limited of the One Part and Reliance Infrastructure Limited of the Other Part and registered with the Office of Sub-Registrar of Assurances at Mumbai under Scrial No. 10228 of 2014;

(xxxix)Property Register Card;

(xl) Search Report dated 2<sup>nd</sup> February, 2015 issued by Niles Wagal, Search Clerk;



(xli) Certificate dated 5<sup>th</sup> February, 2015 issued by Deep Shukla & Associates, Company Secretaries;

Certificate dated 17<sup>th</sup> February, 2015 issued by Samved Chaudhary, Architect.

Indenture of Reconveyance dated 19<sup>th</sup> May, 2015 made between Neepa Real Estates Private Limited of the First Part and IDBI Trusteeship Services Limited of the Second Part and registered with the Office of Sub-Registrar of Assurances at Andheri-4 under Serial No. 4166 of 2015;

- (xliv) Deed of Mortgage dated 5<sup>th</sup> June, 2015 made between Neepa Real Estates Private Limited of the One Part and Indiabulls Housing Finance Limited, Indiabulls Finance Company Private Limited and Indiabulls Commercial Credit Limited of the Other Part and registered with the Office of Sub-Registrar of Assurances at Andheri-4 under Serial No. 4722 of 2015;
- (xlv) Supplemental Certificate dated 16<sup>th</sup> June, 2015 issued by Deep Shukla & Associates, Company Secretaries;
- (xlvi) Letter dated 1<sup>st</sup> February, 2016 issued by Neepa Real Estates Private Limited to us.
- 4. On perusal of the aforesaid documents and papers we observe as under:
  - a) Industrial and Engineering Apparatus Company Private Limited purchased several lands all situate, lying and being at Village Marol, Taluka Andheri, District of Bombay City and Bombay Suburban from various land owners vide diverse registered Sale Deeds, details whereof are set out in the tabular chart provided hereinbelow:

	Sr. No.	Date of	Vendor(s)	Survey	Hissa	Area
		Sale Deed		No.	No.	(Sq.
						Yards)
	1.	21 <sup>st</sup>	Marquis Simon	25	4	907
		February,	D'Mello,	(Along w	th several	other
		1962	Vicent Simon	lands)		
	1		D'Mello,			
A COLOR			Teresa Johnie			
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(942 tea	900		Lucy Simon D'Mello			·
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			1/2	F. 13. **	M. Et T. The	//	1	
	2.	19 <sup>th</sup> April, 1962	Marshall Anthony Gonsalves and Elfrida Helena Marshall Gonsalves	28 UKBAN DI	And the state of t	4596		
	3.	21 <sup>st</sup> April, 1962	Joe Coutto	29	5	514	-	
	4.	21 <sup>st</sup> April, 1962	Joe Coutto	28	2	181.50	-	
				28	32	302.50		
	5.	24 <sup>th</sup> April,	Ramprakash	28	10	453		
		1962	Mulchand Kapur	(Alongwi	th several	other		
	6.	24 <sup>th</sup> April,	Ramprakash	28	1	1421	1	
	0.	1962	Mulchand	24	1	1058	1	
			Kapur	(Along w	ith severa	l other		
	7.	3 <sup>rd</sup> May, 1962	Francis Hiero Gracias	29	11	1028		
	8.	14 <sup>th</sup> May, 1962	Joseph Anthony Pimenta	29	6 (part)	1542		
	9.	17 <sup>th</sup> May, 1962	Ramprakash Mulchand Kapur	24	9	332	•	
	10.	17 <sup>th</sup> May, 1962	Ramprakash Mulchand Kapur	29	9	646	TIS-MONEYUM ON	<u> </u>
-			Kapur_	<del>-</del>		भिद्र <del>१</del>		
	11.	18 <sup>th</sup> May, 1962	Thomas Gracias, Rosie	28	5 (9	1391	9	91
			Josephine Gracias and	28	12	-605	\$	



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and the same of th		-	Mary Victoria Gracias				
	· 		Gracies	(Along lands)	with seve	ral other	
	12.	26 <sup>th</sup> May, 1962	Louis Coutto	24 24	7	242 1663	
	13.	26 <sup>th</sup> May, 1962	Sarah Gomes, Olga D'Souza and Dorothy Gomes	27	8pt	2000	
	14.	26 <sup>th</sup> May, 1962	Sarah Gomes, Olga D'Souza and Dorothy Gomes	28 27 27 24	6 8pt 16 8	181 1297 30 544	
	15.	26 <sup>th</sup> May, 1962	Abdul Aziz Khan	27	10	544 181	
	16.	28 <sup>th</sup> May, 1962	Dominic F. Coates, Bernard F. Coates, Monica Alphonso, Martha D'Mello and Francisca Coates	24 27 25	15 2 2	484 1028 2087	ARY O COM
	17.	28 <sup>th</sup> May, 1962	Ramprakash Mulchand Kapur	28	8	514	20 VE
931-8	18.	31 <sup>st</sup> May, 1962	Annie D'Mello, Remy D'Mello, Stephen D'Mello and Philomina D'Mello	21	4	423	
(942 fer	8VC	5 <sup>th</sup> June, 1962	Catharine Manuel Nunis	28	9 mi/	605	

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		No. of the state o	(Alongw	ith other l	ind)		
			TO THE A	N 7:51.		l 	
20.	5 <sup>th</sup> June, 1962	Ramprakash Mulchand Kapur	28	13	816		
			29	10	181-	]	
21.		Abdul Aziz	24	2	6503		
	1962	Khan	25	3	_		
			27	7	_		
			28	3			
			(Along				
		_	another	land)		-	
22.	29 <sup>th</sup> June, 1962	Marshal Gonsalves, Leo L. Gonsalves,	29	8	1518		
		Stanny L. Gonsalves, Lena L. Gonsalves and Dominic L. Gonsalves			1		
						1	
23.	14th July,	Manuel Pascal	24	11	907		
	1962	D'Mello	25	5	1028		
	15-15-			_			
24.		Victor Gabriel	21	2 part	605		
	1962	Creado	21	10	393		
	1		23	1	4688		
			24	10	544		
			27	3	2268		
			27	5	998		
	1		27	13	1452		
			27	20	1845		
			28	16	574		
			(Along v	with severa	l other		
			lands)		बदर	8	**************************************
					materian and return de 16 in 2 in		•
25.	28 <sup>th</sup> July, 1962	Hector Gracias	24	5 (9	4150	43	900
					20	RRT	
26.	28 <sup>th</sup> July,	Abdul Karim	27	17	1058	1	



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Abdul Karim

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28<sup>th</sup> July,

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		1062	77-L:L 7 -U:	T	T	Т	
	:	1962	Habib Lalji				
THE RECORDS	27.	30 <sup>th</sup> July, 1962	Olive D'penha and Irene Chaves	28	22	60	
	28.	11 <sup>th</sup> August, 1962	Abdul Aziz Khan	27	9	544	
The state of the s	Š						
A STATE OF THE STA	29.	4 <sup>th</sup> September, 1962	Agnes Catherine Coutts,	20 24 (Along w	23 13 ith severa	2601 666	
		1902	Philomena Coutts, Rose Marie Coutts, Elizabe:h Coutts, Bernadette Coutts, Gerald Coutts, Joesph Coutts, Francisca Coutts, Marie Coutts and Roque Coutts(the last five minors represented by their mother and natural guardian Agnes Coutts)	lands) It may be Coutts, we minors execution execution Sale Deed of 11th June. Borosil G which he with the Registrar Mumbai No.2189 to the	e noted to the was of at the of the of the ced di tr, 1962, of Confirma 1975 in lass Work as been Office of Assu under of 1975, of executior Sale Deer	hat Roque one of the time of aforesaid ated 4th executed a tion dated favour of ks Limited registered of Sub-	
		- th				200	
	30. 8th Thomas 20 September, Gracias, (Ale 1962 Rosibai Josephine Gracias and Mary Victoria				0 25 393 Along with another land)		
बदर-४			Gracias		<u> </u>	<u></u>	
(945 686	31.	12 <sup>th</sup> November, 1962	Rev Fr. Joesph Braz D'Silva	23	16	1210	
	A CONTRACTOR OF THE PARTY OF TH		10		KmV		







		11/28/3	CONTROL BOOK	RANGE	
32.	13 <sup>th</sup> December, 1962	Ramprakash Mulchand Kapur	BBAN DIS	,	4628
33.	18 <sup>th</sup> January, 1963	Tara Sarup	27/ 27 27	12 18 19	4840
34.	16 <sup>th</sup> March, 1963	Aisahbhai, Abdulkhaliq Abdulla, Abdulla, Abdulla, Zubedabai Abdulla, Abdul Samad Abdulla and Kabir Ahmed Abdulla	27 27	15	2117
35.	29 <sup>th</sup> March, 1963	Peter F. D'lima, Joseph D'lima and Mrs. Gertrude Pereira	27	11	1542
			25	1	1029



- By an Indenture dated 7<sup>th</sup> August, 1962 made between Khodabux Abdul Rehman therein referred to as "the Lessor" of the One Part and Industrial and Engineering Apparatus Company Private Limited therein referred to as "the Lessee" of the Other Part and registered with the Office of the Sub-Registrar of Assurances under Serial No. 1987 of 1962, the said Khodabux Abdul Rehman demised unto the said Industrial and Engineering Apparatus Company Private Limited the lands bearing Survey No. 21 Hissa No. 1 admeasuring 756 sq. yards and Survey No. 24 Hissa No. 3 admeasuring 4,930 sq. yards, both aggregating to 5,686 sq. yards, for a term of 999 years at or the rent and subject to the covenants, stipulations and conditions therein contained and to be paid, observed and performed on the part of the Lessee.
- c) By virtue of the aforesaid, Industrial and Engineering Apparatus Company Private Limited became the owner of the lands described in Clause 4(a) above and became entitled to leasehold rights in respect of

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the lands bearing Survey No. 21 Hissa No. 1 and Survey No. 24 Hissa No. 3.

A Company Petition bearing No. 49 of 1963 connected with Company Application bearing No. 16 of 1963 was filed by Industrial and Engineering Apparatus Company Private Limited in the Hon'ble High Court of Bombay, whereby a Scheme of Amalgamation of Industrial and Engineering Apparatus Company Private Limited with Borosil Glass Works Limited was sought for..

By an Order dated 30<sup>th</sup> July, 1963 passed by the Hon'ble High Court of Bombay in the above Company Petition No. 49 of 1963 connected with the above Company Application No. 16 of 1963, the Hon'ble High Court of Bombay sanctioned the Scheme of Amalgamation, by virtue whereof, Industrial and Engineering Apparatus Company Private Limited was amalgamated with Borosil Glass Works Limited and in consequence thereof all the assets of Industrial and Engineering Apparatus Company Private Limited vested in favour of Borosil Glass Works Limited subject to the liabilities, debts and obligations of Industrial and Engineering Apparatus Company Private Limited.

- f) By virtue of the aforesaid amalgamation, Borosil Glass Works Limited became entitled to lands set out in Clause 4(a) above as the owner in respect thereof and also became entitled to the leasehold rights in respect of the lands bearing Survey No. 21 Hissa No. 1 and Survey No. 24 Hissa No. 3 mentioned in Clause 4(b) above.
- g) By a Deed of Exchange dated 9th April, 1974 made between Dhirubhai Purshottam Ghatalia, Bapulal Purshottam Ghatalia and Chhotalal Purshottam Ghatalia of the One Part and Borosil Glass Works Limited of the Other Part and registered with the Office of the Sub-Registrar of Assurances under Serial No. 1370 of 1974, the said Dhirubhai Purshottam Ghatalia, Bapulal Purshottam Ghatalia and Chhotalal Purshottam Ghatalia conveyed and transferred the lands bearing Survey No. 24 Hissa No. 6 admeasuring 272 sq. yards or thereabouts, Survey No. 27 Hissa No. 1 admeasuring 877 sq. yards or thereabouts belonging to them and Survey No. 27 Hissa No. 6 admeasuring 544 sq. yards or thereabouts in favour of the said Borosil Glass Works Limited in exchange whereof Borosil Glass Works Limited conveyed and transferred the lands bearing Survey No. 28 Hissa Nos. 4(part), 15(part), 17(part), 18(part), 19, 20 and 21(part) admeasuring in the aggregate 1693 sq. yards equivalent to 1422.12 sq. mtrs. or thereabouts belonging to if in favour of Dhirubhai Purshottam Ghatalia, Bapulal Purshottam

to it in favour of Dhirubhai Purshottam Gl Ghatalia and Chhotalal Purshottam Ghatalia.

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No. 27 Hissa No. 2, Survey No. 25 Hissa No. 2, Survey No. 28 Hissa No. 8, Survey No. 21 Hissa No. 4, Survey No. 28 Hissa No. 9, Survey No. 28 Hissa No. 13, Survey No. 29 Hissa No. 10, Survey No. 24 Hissa No. 2, Survey No. 25 Hissa No. 3, Survey No. 27 Hissa No. 7, Survey No. 28 Hissa No. 3, Survey No. 29 Hissa No. 8, Survey No. 24 Hissa No. 11, Survey No. 25 Hissa No. 5, Survey No. 21 Hissa No. 2 part, Survey No. 21 Hissa No. 10, Survey No. 23 Hissa No. 1, Survey No. 24 No. 10, Survey No. 27 Hissa No. 3, Survey No. 27 Hissa No. 5, Survey No. 27 Hissa No. 13, Survey No. 27 Hissa No. 20, Survey No. Hissa No. 16, Survey No. 24 Hissa No. 5, Survey No. 27 Hissa No. 7 Survey No. 28 Hissa No. 22, Survey No. 27 Hissa No. 9, Survey No. 20 Hissa No. 23, Survey No. 24 Hissa No. 13, Survey No. 20 Hissa No. 25, Survey No. 23 Hissa No. 16, Survey No. 28 Hissa No. 15, Survey No. 27 Hissa No. 12, Survey No. 27 Hissa No. 18, Survey No. 27 Hissa No. 19, Survey No. 27 Hissa No. 4, Survey No. 27 Hissa No. 15, Survey No. 27 Hissa No. 11 and Survey No. 25 Hissa No. 1 acquired by Industrial and Engineering Apparatus Company Private Limited) and became the owner of the lands bearing Survey No. 24 Hissa No. 6; Survey No. 25 Hissa No. 6 part, Survey No. 27 Hissa Nos. 1, 6 (acquired by it by way of exchange as provided hereinabove). Further, Borosil Glass Works Limited also continued to be entitled to the leasehold rights in respect of the lands bearing Survey No. 21 Hissa No. 1 and Survey No. 24 Hissa No. 3 (which was originally acquired by Industrial and Engineering Apparatus Company Private Limited as mentioned in Clause 4(b)).

- k) Further, it appears that in addition to the aforesaid Borosil Glass Works Limited is the owner of the lands bearing Survey No. 27 Hissa No. 14; Survey No. 28 Hissa No. 9 and Survey No. 32A Hissa No. 6. We have been furnished with the 7/12 extracts which reflect the name of Borosil Glass Works Limited as the owner in respect thereof. However, we have not been furnished with any title documents in respect of the said lands.
- 1) By a Certificate dated 17<sup>th</sup> February, 2015 issued by Samved Chaudhary, Architect, we have been informed that the aforesaid lands bearing Survey No. 20(pt) Hissa Nos. 23(pt), 25(pt); Survey No. 21(pt) Hissa Nos. 1(pt), 2(pt), 4(pt), 10(pt), 32(pt); Survey No. 23(pt) Hissa Nos. 1(pt), 16; Survey No. 24(pt) Hissa Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12(pt), 13, 14(pt), 15; Survey No. 25(pt) Hissa Nos. 1, 2, 3, 4, 5, 6(pt); Survey No. 27 Hissa Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20; Survey No. 28(pt) Hissa Nos. 1, 2, 3, 4(pt), 5, 6, 7, 8(pt), 9, 10, 11(pt) 12, 13, 14, 15(pt), 16, 17(pt), 18(pt), 19(pt), 10(pt), 12(pt), 22; Survey No. 29(pt) Hissa Nos. 5(pt), 6(pt), 8(pt), 9(pt), 10(pt), 12(pt); Survey No. 32(pt) Hissa Nos. 5(pt), 6(pt), have subsequently been assigned CTS Nos. 340, 341A, 343A, 344A, 345A, 345/1 to 345/55, 345/58/A-1 and 345/61A. We have been informed by

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- h) By another Deed of Exchange dated 9th April, 1974 made between Ram Dundaram Lone and Bhirjangilal Maneklal Shah of the One Part and Borosil Glass Works Limited of the Other Part and registered with the Office of the Sub-Registrar of Assurances under Serial No. 1372 of 1974, the said Ram Dundaram Lone and Bhirjangilal Maneklal Shah conveyed and transferred various lands including the land bearing Survey No. 24 Hissa No. 14 admeasuring 786 sq. yards belonging to them in favour of Borosil Glass Works Limited in exchange whereof Borosil Glass Works Limited conveyed and transferred the lands bearing Survey No. 23 Hissa No. 1(part) admeasuring 665 sq. yards, Survey No. 23 Hissa No. 2(part) admeasuring 620 sq. yards and Survey No. 29 Hissa No. 2(part) admeasuring 240 sq. yards or thereabouts belonging to it in favour of Ram Dundaram Lone and Bhirjangilal Maneklal Shah.
- i) By another Deed of Exchange dated 17th June, 1976 made between Esmail Haji Suleman and Shakuntalli Haji Suleman, in their capacity as Partners of Messrs. Raj Oil Mills of the One Part and Borosil Glass Works Limited of the Other Part and registered with the Office of the Sub-Registrar of Assurances under Serial No. 1647 of 1976, the said Messrs. Raj Oil Mills conveyed and transferred various lands belonging to them including the land bearing Survey No. 25 Hissa No. 6(part) (corresponding to Old CTS. No. 340(part)) admeasuring 1435 sq. yards in favour of Borosil Glass Works Limited in exchange whereof Borosil Glass Works Limited conveyed and transferred the lands bearing Survey No. 20 Hissa No. 23(part) (corresponding to CTS No. 345(part)), Survey No. 20 Hissa No. 24(corresponding to CTS No. 345(part)), Survey No. 20 Hissa No. 25(part) (corresponding to CTS No. 345(part)), Survey No. 24 Hissa No. 12(part) (corresponding to CTS No. 345(part)), Survey No. 24 Hissa No. 13(part) (corresponding to CTS No. 345(part)), Survey No. 24 Hissa No. 14 (corresponding to CTS No. 345(part)) and Survey No. 25 Hissa No. 8(part) (corresponding to CTS No. 344(part)) admeasuring in the aggregate 1994 sq. yards or thereabouts in favour of Messrs. Raj Oil Mills.
- j) By virtue of the aforesaid, it can be said that Borosil Glass Works Limited continued to be the owner of the lands bearing Survey No. 25 Hissa No. 4, Survey No. 28 Hissa No. 4, Survey No. 29 Hissa No. 5, Survey No. 28 Hissa No. 2, Survey No. 28 Hissa No. 7, Survey No. 21 Hissa No. 32, Survey No. 28 Hissa No. 10, Survey No. 28 Hissa No. 1, Survey No. 24 Hissa No. 1, Survey No. 29 Hissa No. 11, Survey No. 29 Hissa No. 6 part, Survey No. 24 Hissa No. 9, Survey No. 29 Hissa No. 12, Survey No. 29 Hissa No. 12, Survey No. 24 Hissa No. 12, Survey No. 27 Hissa No. 8 part, Survey No. 28 Hissa No. 6, Survey No. 27 Hissa No. 8 part, Survey No. 28 Hissa No. 6, Survey No. 27 Hissa No. 8, Survey No. 27 Hissa No. 16, Survey No. 24 Hissa No. 8, Survey No. 27 Hissa No. 15, Survey No. 10, Survey No. 24 Hissa No. 4, Survey No. 24 Hissa No. 15, Survey No. 15, Survey







Sheet No.

Neepa Real Estates Private Limited that though diligent efforts have been made, Neepa Real Estates Private Limited (who are the present owners of the lands and successors in the of Borosil Glass Works Limited) have not been in a position to obtain the Kami Jasta Patra in respect of the aforesaid lands and by reason thereof we have not been in a position to verify the aforesaid assignment of CTS Nos.

- m) By virtue of the aforesaid assignment of CTS Numbers, it can be said that Borosil Glass Works Limited became the owner of the lands bearing CTS Nos. 340, 341A, 343A, 344A, 345A, 345/1 to 345/55, 345/58/A-1, 345/61A and Survey No. 32A Hissa No. 6 (except the lands bearing Survey No. 21 Hissa No. 1 admeasuring 756 sq. yards and Suvey No. 24 Hissa No. 3 admeasuring 4930 sq. yards aggregating to 5686 sq. yards equivalent to 4753.46 sq. mtrs. in respect whereof it had leasehold rights), all situate at Village Marol, Taluka Andheri, District of Bombay City and Bombay Suburban.
- n) By an Indenture dated 27<sup>th</sup> August, 2010 made between Borosil Glass Works Limited of the One Part and Neepa Real Estates Private Limited of the Other Part and registered with the Office of Sub-Registrar of Assurances at Mumbai under Serial No. 8183 of 2010, the said Borosil Glass Works Limited inter-alia:
  - (i) granted, conveyed, sold and transferred the lands bearing CTS Nos. 246, 340, 341A, 343A, 344A, 345A, 345/1 to 345/55, 345/56A, 345/57A, 345/58/A-1, 345/59, 345/61A to 65, 345/69 to 72, 348, 349, 350, 353, 355A, 357, 401 and Survey No. 32A Hissa No. 6 (except the leasehold lands bearing Survey No. 21 Hissa No. 1 admeasuring 756 sq. yards and Survey No. 24 Hissa No. 3 admeasuring 4930 sq. yards aggregating to 5686 sq. yards equivalent to 4753.46 sq. mtrs.) admeasuring in the aggregate 68,789.54 sq. mtrs. or thereabouts together with the structures standing thereon situate, lying and being at Village Marol, Taluka Andheri, District of Mumbai City and Mumbai Suburban in favour of Neepa Real Estate Private Limited;
  - (ii) with regards to the lands bearing Survey No. 21 Hissa No. 1 admeasuring 756 sq. yards and Survey No. 24 Hissa No. 3 admeasuring 4,930 sq. yards, aggregating to 5,686 sq. yards equivalent to 4753.46 sq. mtrs., Borosil Glass Works Limited assigned and transferred its leasehold right, title and interest in respect thereof, for the residue of the then unexpired term of 999 years granted under the aforesaid Indenture of Lease dated 7th August, 1962 at or for the rent and subject to the covenants stipulations and conditions contained under the aforesaid Indenture

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of Lease dated 7<sup>th</sup> August, 1962, in favour of Neepa Real Estate Private Limited at or for the consideration therein contained.

By a Power of Attorney dated 27th August, 2010 executed by Borosil Glass Works Limited in favour of Neepa Real Estates Private Limited and registered with the Office of Sub-Registrar of Assurances at Anotheri-2 under Serial No. 184 of 2010, the said Borosil Glass Works Limited irrevocably nominated, constituted and appointed Neepa Real Estates Private Limited and the then Directors/Authorized representatives of Neepa Real Estates Private Limited namely Manoj R. Kothari, Ashwin N. Sheth, Jitendra N. Sheth and Vallabh N. Sheth as their constituted attorneys to do, execute and perform all acts, deeds, matters and things in respect of the properties conveyed and assigned under the aforesaid Indenture dated 27th August, 2010.

- By virtue of the aforesaid Indenture dated 27th August, 2010, Neepa Real Estates Private Limited, inter alia, became the owner of the lands bearing CTS Nos. 246, 340, 341A, 343A, 344A, 345A, 345/1 to 345/55, 345/56A, 345/57A, 345/58/A-1, 345/59, 345/61A to 65, 345/69 to 72, 348, 349, 350, 353, 355A, 357, 401 and Survey No. 32A Hissa No. 6 (except the leasehold lands bearing Survey No. 21 Hissa No. 1 admeasuring 756 sq. yards and Suvey No. 24 Hissa No. 3 admeasuring 4930 sq. yards aggregating to 5686 sq. yards equivalent to 4753.46 sq. mtrs.) admeasuring in the aggregate 68,789.54 sq. mtrs. or thereabouts (hereinafter collectively referred to as "the said freehold property") and became entitled to leasehold rights in respect of the lands bearing Survey No. 21 Hissa No. 1 and Survey No. 24 Hissa No. 3 admeasuring in the aggregate 5,686 sq. yards equivalent to 4753.46 sq. mtrs. (hereinafter referred to as "the said leasehold property). The freehold property and leasehold property are hereinafter collectively referred to as "the said larger property".
- q) By a Deed of Mortgage dated 31<sup>st</sup> August, 2010 made between Neepa Real Estates Private Limited of the One Part and Indiabulls Financial Services Limited of the Other Part and registered with the Office of Sub-Registrar of Assurances at Mumbai under Serial No. 8271 of 2010, the said Neepa Real Estates Private Limited created a mortgage in respect of the lands bearing CTS Nos. 340, 341A, 343A, 344A, 345A, 345/1 to 345/55, 345/58/A-1, 345/61A and Survey No. 32A Hissa No. 6 in favour of Indiabulls Financial Services Limited as and by way of security for the due repayment of a sum of Rs. 600,00,00,000/- (Rupees Six Hundred Crores Only) together with interest and other costs payable thereon and on the terms and conditions contained therein. Neepa Real Estates Private Limited repaid the aforesaid loan amount along with the interest accrued thereon and in pursuance thereof a Deed of Reconveyance dated 30<sup>th</sup> May 2012 was executed between Indiabulls Financial Services







Limited of the One Part and Neepa Real Estates Private Directed of the Other Part and registered with the Office of Sub-Real Brassurances at Andheri under Serial No. 4777 of 2012 whereby Indian Bulls Financial Services Limited released its charge and reconveyed the Development Portion as defined hereinafter of the larger property that was mortgaged in favour of Neepa Real Estates Private Limited. It may be noted that the Certificate dated 5<sup>th</sup> February, 2015 issued by Deep Shukla & Associates, Company Secretaries (mentioned hereinabelow) provides that the charge created under the Deed of Mortgage dated 31<sup>st</sup> August, 2010 was satisfied on 12<sup>th</sup> March, 2012.

- r) By a Letter dated 16<sup>th</sup> December, 2010 bearing Reference No. CHE/0252/WS/K/337(NEW) addressed by MCGM to Messrs. Spaceage Consultant, Architect, MCGM granted No Objection to carry out the work of construction of the proposed building on a portion of the larger property which portion comprised of lands bearing CTS Nos. 340, 341A, 343A, 344A, 345A and 345/1 to 345/55, 345/58A (pt), 345/61A (pt) as per the amended plans on certain terms and conditions contained therein.
- s) By an Order passed by the Collector, Mumbai Suburban District on 8<sup>th</sup> August, 2011 bearing Reference No. C/KARYA-3K/AMALGAMATION/SUBDIVISION/SR/1557, the lands bearing CTS Nos. 340, 341A, 343A, 344A, 345A, 345/1 to 345/55, 345/58/A-1, 345/61A and Survey No. 32A Hissa No. 6 forming a part of the larger property (hereinafter referred to as "the Development Portion") were amalgamated and the amalgamated land was assigned CTS No. 345. By the said Order, the said amalgamated land bearing CTS No. 345 was thereafter subdivided in the manner set out hereinbelow:



Sr. No.	CTS No.	Area (sq. mtrs.)	Details	
1.	345A	53,697.39	Freehold	
2.	345B	10,299.13	Amenity Open Space	
3.	345C	4,759.62	D. P. R. G.	
4.	345D	942.54	D. P. R. G.	87-8
5.	345E	703.93	D. P. Road ( A VI)	109
TOTAL		70,402.61	S same and second second as	1//1900

t) Thereafter, physical survey of the Development Portion was carried out and by an Order passed by the City Survey Officer, Vile Parle on 28<sup>th</sup> February, 2013 bearing Reference No.



VILEPARLE/M.R.N.1113/AREA RECTIFICATION/2012/4061 (read with Order dated 9<sup>th</sup> April, 2013 bearing Reference No. C/KARYA-3K/AMALGAMATION/SUBDIVISION/SR/1557), aforesaid Order dated 8<sup>th</sup> August, 2011 was modified to the effect that the amalgamated land bearing CTS No. 345 was subdivided in the manner following.

Sr. No.	CTS No.	Area (sq. mtrs.)	Details	
Sr. No.	345A	51459.3	Freehold	•
2.	345B	10,299.13	Amenity Space	Open
3.	345C	4,759.62	D. P. R. G.	
4.	345D	942.54	D. P. R. G.	
5.	345E	703.93	D. P. Road	
6.	345F	1436.5	Freehold	
7.	345G	194.7	Freehold	
TOTAL		69795.6		

u) We have been informed by Neepa Real Estates Private Limited that though the land shown at Serial No. 1 in the tabular chart forming part of the aforesaid Order dated 28<sup>th</sup> February, 2013 has been assigned CTS No. 345A admeasuring 51459.3 sq. mtrs., the said land has been referred to as CTS No. 345A/1 in the Property Register Card. A copy of the Property Register Card has been furnished to us for our verification and we observe that a reference of the aforesaid Order has been made therein. Further, the area of the land bearing CTS No. 345A is reflected as 51459.3 sq. mtrs. in the Order dated 28<sup>th</sup> February, 2013 which tallies with the area shown on the Property Register Card of CTS No. 345A/1.

v) By a Deed of Declaration cum Rectification relating to record of rights dated 10<sup>th</sup> August, 2011 made between Borosil Glass Works Limited of the One Part and Neepa Real Estates Private Limited of the Other Part and registered with the Office of Sub-Registrar of Assurances at Mumbai under Serial No. 9405 of 2011, the parties have confirmed to the execution of the aforesaid registered Indenture of Conveyance dated 27<sup>th</sup> August, 2010 and the vesting of the larger property mentioned in

favour of Neepa Real Estates Private Limited.

w) By virtue of the aforesaid Order dated 8<sup>th</sup> August, 2011 and Deed of Declaration cum Rectification relating to record of rights dated 10<sup>th</sup> August, 2011, it can be said that Neepa Real Estates Private Limited

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aa) By a Debenture Trust Deed dated 18th February, 2012 made between Neepa Real Estates Private Limited of the One Part and IDBI Trusteeship Services Limited of the Other Part and registered with the Office of Sub-Registrar of Assurances at Mumbai under Serial No. 1394 of 2012, read with an unregistered First Amendment Agreement dated 2<sup>nd</sup> May, 2013 made between Neepa Real Estates Private Limited of the One Part and IDBI Trusteeship Services Limited of the Other Part, the sald Neepa Real Estates Private Limited created a mortgage in respect of the Development Portion as and by way of English Mortgage in favour pride Trusteeship Services Limited as security for the due repayment of debentures for a sum aggregating to Rs. 378,00,01,000/- (Rupees Three Hundred and Seventy Eight Crores and One Thousand Only) issued by Neepa Real Estates Private Limited together with interest BURGAN DIST. FEBRUAR payable thereon and on the terms and conditions contained therein. Neepa Real Estates Private Limited repaid the aforesaid loan amount along with the interest accrued thereon and in pursuance thereof a Deed of Re-Conveyance dated 19th May, 2015 was executed between Neepa Real Estates Private Limited of the First Part and IDBI Trusteeship Services Limited of the Second Part and registered with the Office of Sub-Registrar of Assurances at Andheri-4 under Serial No. 4166 of 2015, whereby IDBI Trusteeship Services Limited released its charge and reconveyed the Development Portion that was mortgaged in favour of Neepa Real Estates Private Limited. It may be noted that the Updated Certificate dated 16th June, 2015 issued by Deep Shukla & Associates, Company Secretaries provides that the charge created under Deed of Mortgage dated 18th May, 2012 was satisfied on 6th May, 2015.

> bb) By a Deed of Mortgage dated 30th May, 2012 made between Neepa Real Estates Private Limited of the One Part and Indiabulls Financial Services Limited of the Other Part and registered with the Office of Sub-Registrar of Assurances at Mumbai under Serial No. 4778 of 2012, the said Neepa Real Estates Private Limited created a mortgage in respect of the Development Portion in favour of Indiabulls Financial Services Limited as and by way of security for the due repayment of a sum of Rs. 7,50,00,000/- (Rupees Seven Crores Fifty Lakhs Only) together with interest payable thereon and on the terms and conditions contained therein. Neepa Real Estates Private Limited repaid the aforesaid loan amount along with the interest accrued thereon and in pursuance thereof a Deed of Re-Conveyance dated 17th January, 2014 was executed between Indiabulls Housing Finance Limited (formally known as Indiabulls Financial Services Limited) of the One Part and Neepa Real Estates Private Limited of the Other Part and registered with the Office of Sub-Registrar of Assurances at Andheri under Serial No. 958 of 2014, whereby Indian Bulls Financial Services Limited released its charge and reconveyed the Development Portion that was mortgaged in favour of Neepa Real Estates Private Limited. It may be noted that the Certificate JYM!

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became entitled to the land bearing new CTS No. 345A/1 admeasuring 51,459.3 sq. mtrs. as the owner in respective cof.

- x) By an Order passed by Collector, Mumbai Suburban District on 14<sup>th</sup> September, 2011 bearing reference No. C/Desk-III-C/LND/NAP/SR-2009, the user of the said Development Portion was changed from Agricultural to Non-Agricultural. The area of the Development Portion was erroneously mentioned in the Order dated 14<sup>th</sup> September, 2011 as 53,697.39 sq. mtrs. instead of 51,459.3 sq. mtrs. Hence a Corrigendum dated 9<sup>th</sup> April, 2013 bearing Reference No. C/DESK-III-C/LND/NAP/SR-2009 was passed by the Collector, Mumbai Suburban District rectifying the error in the area.
- y) By a Deed of Mortgage dated 18<sup>th</sup> February, 2012 made between Neepa Real Estates Private Limited of the One Part and Indiabulls Financial Services Limited of the Other Part and registered with the Office of Sub-Registrar of Assurances at Mumbai under Serial No. 1393 of 2012, Neepa Real Estates Private Limited created a mortgage in respect of the Development Portion in favour of Indiabulls Financial Services Limited as and by way of security for the due repayment of a sum of Rs. 200,00,00,000/- (Rupees Two Hundred Crores Only) together with interest and other costs payable thereon and on the terms and conditions contained therein. It appears that subsequently two Deeds of Mortgage dated 17<sup>th</sup> December, 2012 and dated 20<sup>th</sup> May, 2013 were executed (out of which the Deed of Mortgage dated 20<sup>th</sup> May, 2013 was registered with the office of Sub-Registrar of Assurances at Mumbai under Serial No. 5320 of 2013), whereby the terms of the Deed of Mortgage dated 18<sup>th</sup> February, 2012 have been modified. We have not been furnished with the Deed of Mortgage dated 17<sup>th</sup> December, 2012 for our perusal.
- 2) Pursuant to the modification of the aforesaid Deed of Mortgage dated 18<sup>th</sup> February, 2012, Neepa Real Estates Private Limited repaid the loan amount availed along with interest accrued thereon and in pursuance thereof a Deed of Reconveyance dated 17<sup>th</sup> January, 2014 was executed between Indiabulls Housing Finance Limited of the One Part and Neepa Real Estates Private Limited of the Other Part and registered with the Office of Sub-Registrar of Assurances at Andheri-3 under Serial No. 957 of 2014 whereby Indiabulls Housing Finance Limited released its charge and reconveyed the the Development Portion that was mortgaged in favour of Neepa Real Estates Private Limited. It may be noted that the Certificate dated 5<sup>th</sup> February, 2015 issued by Deep Shukla & Associates, Company Secretaries provides that the charge created under Deed of Mortgage dated 18<sup>th</sup> February, 2012 was satisfied on 12<sup>th</sup> September, 2014.







dated 5th February, 2015 issued by Teep Shukla, expessiones, Company Secretaries provides that the charge created mides 1 seed of Mortgage dated 30th May, 2012 was satisfied on 12 September, 2014.

- cc) By a Deed of Mortgage dated 20th May, 2013 made between Neepa Real Estates Private Limited of the One Part and Indiabulls Housing Finance Limited (formerly known as Indiabulls Financial Services Limited) of the Other Part and registered with the Office of Sub-Registrar of Assurances at Mumbai under Serial No. 5320 of 2013, the said Neepa Real Estates Private Limited created a mortgage in respect of the Development Portion in favour of Indiabulls Financial Services Limited as and by way of security for the due repayment of a sum of Rs. 170,00,00,000/- (Rupees One Hundred and Seventy Crores Only) together with interest payable thereon and on the terms and conditions contained therein. Neepa Real Estates Private Limited repaid the aforesaid loan amount along with the interest accrued thereon and in pursuance thereof a Deed of Re-Conveyance dated 17th January, 2014 was executed between Indiabulls Housing Finance Limited (formally known as Indiabulls Financial Services Limited) of the One Part and Neepa Real Estates Private Limited of the Other Part and registered with the Office of Sub-Registrar of Assurances at Andheri under Serial No. 956 of 2014, whereby Indian Bulls Financial Services Limited released its charge and reconveyed the Development Portion that was mortgaged in favour of Neepa Real Estates Private Limited.
- dd) We have been informed by Samved Chaudhary, Architect that the land bearing CTS No. 345A/1 includes the leasehold lands bearing Survey No. 21 Hissa No. 1 and Survey No. 24 Hissa No. 3 admeasuring in the aggregate 5,686 sq. yards equivalent to 4753.46 sq. mtrs. In light thereof, it can be said that Neepa Real Estates Private Limited is the owner of a part of the land bearing CTS No. 345A/1 admeasuring 46705.84 sq. mtrs. and is entitled to leasehold rights in respect of the remaining portion of the land bearing CTS No. 345A/1 admeasuring 4753.46 sq. mtrs earlier bearing Survey No. 21 Hissa No. 1 and Survey No. 24 Hissa No. 3. The entire land bearing CTS No. 345A/1 admeasuring 51,459.3 sq. mtrs. is hereinafter referred to as the "said Property" and is more particularly described in the Schedule hereunder written. The portion of the land bearing CTS No. 345A/1 part admeasuring 4753.46 sq. mtrs. which is the leasehold land shall hereinafter be referred to as "leasehold portion of the said Property the freehold portion of the raid ocalling hereinafter be referred to as "the freehold portion of the said Property". the freehold portion of the land bearing CTS No. 345A/1\_shall

ee) By an Undertaking dated 8th January, 2014 executed by Neepa Real Estates Private Limited in favour of Municipal Commissioner, MCGM, and registered with the Office of Sub-Registrar of Assurances at

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Mumbai under Serial No. 177 of 2014, the said Neepa Real Estates Private Limited have given an undertaking to MCGM to the effect that it shall sell tenements/flats in the building to be constructed on the said property on carpet area basis only. By the said Undertaking they have also agreed to abide by the provisions of Maharashtra Ownership of Rats Act, 1963 ("MOFA") and indemnify MCGM and its employees from any legal complications arising by virtue of Neepa Real Estates Rivate Limited not abiding by the provisions of MOFA.

- By, a Deed of Mortgage dated 17<sup>th</sup> January, 2014 made between Indiaballs Housing Finance Limited (formally known as Indiaballs Efnancial Services Limited) of the One Part and Neepa Real Estates Private Limited of the Other Part and registered with the Office of Sub-Registrar of Assurances at Mumbai under Serial No. 959 of 2014, the said Neepa Real Estates Private Limited created a mortgage on the said Property in favour of Indiaballs Financial Services Limited (formally known as Indiaballs Financial Services Limited) as and by way of security for the due repayment of a sum of Rs. 450,00,00,000/- (Rupees Four Hundred and Fifty Crores Only) together with interest payable thereon and on the terms and conditions contained therein.
- gg) By a Deed of Mortgage dated 11<sup>th</sup> June, 2014 made between Indiabulls Housing Finance Limited (formally known as Indiabulls Financial Services Limited) of the One Part and Neepa Real Estates Private Limited of the Other Part and registered with the Office of Sub-Registrar of Assurances at Mumbai under Serial No. 4502 of 2014, the said Neepa Real Estates Private Limited created a mortgage on the said Property in favour of Indiabulls Housing Finance Limited(formally known as Indiabulls Financial Services Limited) as and by way of security for the due repayment of a sum of Rs. 43,50,00,000/- (Rupees Forty Three Crores and Fifty Lakhs Only) together with interest payable thereon and on the terms and conditions contained therein.
- hh) By another Undertaking dated 22<sup>nd</sup> August, 2014 executed by Neepa Real Estates Private Limited in favour of Municipal Commissioner, MCGM, and registered with the Office of Sub-Registrar of Assurances at Mumbai under Serial No. 7237 of 2014, the said Neepa Real Estates Private Limited have given an undertaking to MCGM to the effect that that it shall sell tenements/flats in the building to be constructed on the said Property on carpet area basis only. By the said Undertaking they have also agreed to abide by the provisions of MOFA and indemnify MCGM and its employees from any legal complications arising by reason of Neepa Real Estates Private Limited not abiding by the provisions of MOFA.



- ii) By an Undertaking dated 18th September, 2014 executed by Vallabi As Sheth in his capacity as a Director of Neepa Real Estates Private Limited, and registered with the Office of Sub-Registrar of Assurances at Mumbai under Serial No. 8043 of 2014, the said Vallabh N. Sheth declared that the Company and the Company's licensed Surveyor shall compile and preserve certain documents, as listed therein, and declared to indemnify the MCGM.
- ij) We have been informed by Neepa Real Estates Private Limited 118 when the amalgamation and subdivision Order dated 8th August, 2011 read with Order dated 28th February, 2013 and Rectification Order dated 9th April, 2013 was passed, the lands bearing old CTS Nos. 345/21(pt) and 345/32(pt) admeasuring in the aggregate 815 sq. mtrs. or thereabouts were included in the amalgamated and subdivided land bearing CTS No. 345A/1. By a Deed of Lease dated 30th December, 2014 made between Neepa Real Estates Private Limited of the One Part and Reliance Infrastructure Limited of the Other Part and registered with the Office of Sub-Registrar of Assurances at Mumbai under Serial No. 10228 of 2014, the said Neepa Real Estates Private Limited leased a portion of the land bearing CTS No. 345A/1 which portion originally was bearing Old CTS No. 345/21 and 345/32 admeasuring in the aggregate 815 sq. mtrs. or thereabouts in favour of Reliance Infrastructure Limited for a term of 99 years at or for the rent and subject to the covenants, stipulations and conditions therein contained. It may be noted that the Property Register Card relating to CTS No. 345A/1 is yet to be updated to reflect the aforesaid Lease.
- 6. On perusal of the Property Register Card relating to the land bearing CTS No. 345A/1, we observe that the same reflects the name of Neepa Real Estates Private Limited as the Owner of the said Property.
- 7. We have not perused the original documents of title in respect of the said Property.

It appears that Municipal Corporation of Greater Mumbai sanctioned the building plans and issued Intimation of Disapproval dated 4<sup>th</sup> October, 2010 bearing Reference No. EB/CE/CHE/WS/0252/337/K(NEW)/BS/A in respect of lands bearing CTS Nos. 246, 340 to 345/61-B, in favour of Neepa Real Estates Private Limited under the provisions of Section 346 of the Mumbai Municipal Corporation Act subject to the terms and conditions therein contained.

9. Commencement Certificate dated 18<sup>th</sup> January, 2011 bearing Reference No. CHE/WS/0252/K/337(NEW) was issued by the Municipal Corporation of Greater Mumbai in favour of Neepa Real Estates Private Limited in respect of the buildings to be put up on the larger property including the said property on certain terms and conditions therein contained. The said Commencement Certificate has been endorsed from

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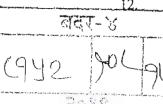
time to time, the last being on 29th September, 2014 for the construction upto the 24th floor of wing 1 to 3, upto 19th floor of wing 4, upto 11th floor of wing 5 and 6, upto podium level of wing 7 to 17 and 19 and upto ground level of wing 18.

We have perused the Development Plan Remarks dated 28th December, 2011 bearing Reference No. CHE/1055/DPWS/K/E issued by Municipal Corporation of Greater Mumbai in respect of the lands bearing CTS Nos. 340, 341A, 343A, 345A, 345/1 to 345/55, 345/58A, 345/61/A/(pt) and Survey No. 32 Hissa No. 6 of Village Marol. According to the Development Plan Remarks, the said lands bearing CTS Nos. 340, 341A, 343A, 345A, 345/1 to 345/55, 345/58A, 345/61/A/(pt) and Survey No. 32 Hissa No. 6 falls within Special Industrial Zone (I3) and a reservation has been made for recreation ground vide Sanction dated 21st February, 2011 bearing U/No. CHE/3404/DPWS/H&K. The BANDIST, CANON Development Plan Remarks also record that the said lands bearing CTS Nos. 340, 341A, 343A, 345A, 345/1 to 345/55, 345/58A, 345/61/A/(pt) and Survey No. 32 Hissa No. 6 is affected by DP Roads. We have been informed by Neepa Real Estates Private Limited that no separate Development Plan Remarks have been issued in respect of the said property.

- 11. We have been informed by Neepa Real Estates Private Limited that Borosil Glass Works Limited the predecessors in title of Neepa Real Estates Private Limited has filed the following Suits namely:
  - Suit No. 625 of 1984 against one C. D. Thomas and one Das Hari, in the Hon'ble High Court of Bombay;;
  - b) Suit No. 1094 of 1984 against one Charles Monteiro in the Hon'ble High Court of Bombay; We have been informed by Neepa Real Estates Private Limited that the said Suit has been disposed of and no order affecting the title of Neepa Real Estates Private Limited to the said Property or any part or portion thereof has been passed in the said Suit;
  - c) Suit No. 1095 of 1984 against one Sereppa Munjappa Shetty in the Hon'ble High Court of Bornbay; We have been informed by Neepa Real Estates Private Limited that the said Suit has been disposed of and no order affecting the title of Neepa Real Estates Private Limited to the said Property or any part or portion thereof has been passed in the said Suit;

Further, one Jawadali Mohammed Siraj filed a Suit being S. C. Suit No. 454 of 2009 in the City Civil Court at Dindoshi, Borivali against Borosil Glass Works Private Limited and others praying. We have been informed by Neepa Real Estates Private Limited by its letter dated 1st February, 2016 that the said Suit has been disposed of and no order Sym!





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affecting the title of Neepa Real Estates Private Limited to the said Property or any part or portion thereof has been passed in the said Suit;

- 13. We have been informed by Neepa Real Estates Private Limited by its letter dated 1<sup>st</sup> February, 2016 that the lands which are the subject matter of the Suits referred to in Paragraph 11 (a), (b) and (c) and Paragraph 12 hereinabove do not form a part of the said Property (c. (CTS No. 345A/1).
- 14. We have been informed by Neepa Real Estates Private Limited by its letter dated 1<sup>st</sup> February, 2016 that no adverse orders have been passed in the aforesaid proceedings which affect the title of Neepa Real Estates. Private Limited from to the said Property or any part or portion thereof.
- 15. We have not caused advertisements to be issued in the local newspapers inviting claims from the public in respect of the said Property.
- 16. We have caused searches to be taken at the Office of the Sub-Registrar of Assurances at Mumbai through Nilesh Vagal, Search Clerk. Nilesh Vagal has submitted his Search Report dated 2<sup>nd</sup> February, 2015, on perusal whereof, we observe that till the date of issuance of the Search Report i.e. 2<sup>nd</sup> February, 2015 no other documents of title have been found to be registered in respect of the said Property which affects the title of Neepa Real Estates Private Limited to the said Property.
- 17. By a Deed of Mortgage dated 5<sup>th</sup> June, 2015 Neepa Real Estates Private Limited of the One Part and Indiabulls Housing Finance Limited, Indiabulls Finance Company Private Limited and Indiabulls Commercial Credit Limited of the Other Part and registered with the Office of Sub-Registrar of Assurances at Andheri-4 under Serial No. 4722 of 2015, the said Neepa Real Estates Private Limited created a mortgage on the said Property in favour of Indiabulls Housing Finance Limited, Indiabulls Finance Company Private Limited and Indiabulls Commercial Credit Limited as and by way of security for the due repayment of a sum of Rs. 630,00,00,00,000/- (Rupees Six Hundred Thirty Crores Only) together with interest payable thereon and on the terms and conditions contained therein.

We have been furnished with a Certificate dated 5th February, 2015 read-with Supplemental Certificate dated 16th June, 2015 issued by Deep Shukla & Associates, Company Secretaries to the effect that they have carried out an online/physical search through the official website of the Ministry of Corporate Affairs and pursuant to such searches, save and except the charge created in favour of IDBI Trusteeship Services Limited and Indiabulls Housing Finance Limited (formerly known as Indiabulls Financial Services Limited) as stated hereinabove, no other documents / papers recording the subsistence of any other charge / mortgage / encumbrance created by Neepa Real Estates Private Limited

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in respect of the said Property have been found. We have not carried out any further searches in the ROC records.

19. In light of the aforesaid Deeds of Reconveyance, the only charge subsisting in respect of the said property is the charge created in favour of Indiabulls Housing Finance Limited, Indiabulls Finance Company Private Limited and Indiabulls Commercial Limited under the aforesaid Mortgage Deed dated 5<sup>th</sup> June, 2015 and Indiabulls Housing Finance Limited (formally known as Indiabulls Financial Services Limited) Junder the aforesaid Deed of Mortgage dated 17<sup>th</sup> January, 2014 read with the Deed of Mortgage dated 11th June, 2014.

We had by our Report on Title dated 26<sup>th</sup> August, 2010 certified the title of Borosil Glass Works Limited and by our Reports on Title dated 4<sup>th</sup> October, 2011 and 1<sup>st</sup> November, 2013 certified the title of Neepa Real Estates Private Limited in respect of several lands including the said Property. We are issuing this Title Certificate in a consolidated form only in respect of the land bearing CTS No. 345A/1, the said property.

21. Subject to what is stated hereinabove and the charges mentioned in Paragraph 19 hereinabove, we hereby certify that Neepa Real Estates Private Limited is entitled to the freehold portion of the said Property as the absolute Owner in respect thereof and has a clear and marketable title thereto and is entitled to leasehold rights in respect of the leasehold portion of the said Property.

### THE SCHEDULE ABOVE REFERRED TO:

All that piece and parcel of land bearing CTS Nos. 345A/1 admeasuring 51,459.3 sq. mtrs. or thereabouts situate at Village Marol, Taluka Andheri, District of Bombay City and Bombay Suburban comprising of freehold area/land admeasuring 46705.84 sq. mtrs. and leasehold area/land admeasuring 4753.46 sq. mtrs. and bounded as follows:

On or towards North : CTS No. 306D and 306B On or towards South : CTS No. 345A/5 and 345A/6 On or towards West : 18.30 M Wide DP Road

On or towards East : CTS No. 657 and 658

Dated this 3rd day of February, 2016.

Yours faithfully, Kanga and Company,

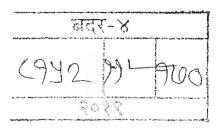
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Partner
Advocates and Solicitors

## ANNEXURE 'H'

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> 345/69ते72, 348, 349,350,353,355ओ,356 ओ, 357,388 पार्ट, 401, 437 पार्ट, 438 पार्ट, 463 ओ पार्ट, 466 पार्ट, 469 पार्ट, 657 पार्ट, सर्वे नं 32 ओ , हिस्सा नं 6

(5) क्षेत्रफळ

(असल्यास)

(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करुन देणा-या/लिहन ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.

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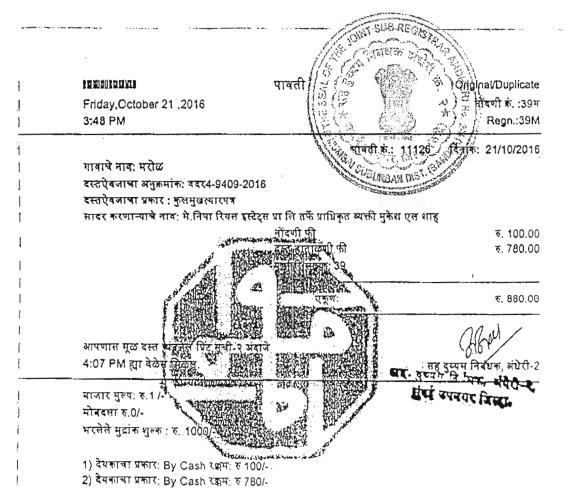
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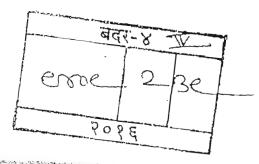
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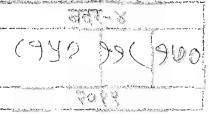
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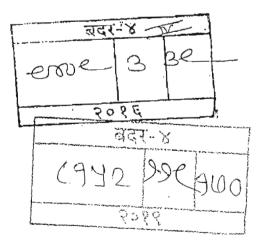
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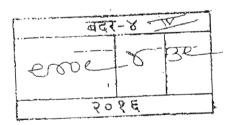


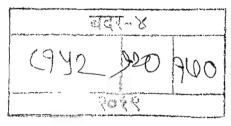
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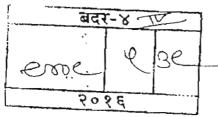










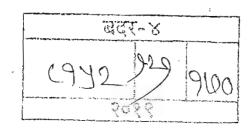


### POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME I, MR. MUKESH L. SHAH, aged about SI years, the Constituted Attorney of M/S. NEEPA REAL ESTATES PVT. LTD. having its registered office at 1201,1203 & 1204, 12th Floor, Hallmark Business Plaza, Sant Dyaneshwar Marg, Near Gurunanak Hospital, Bandra-East, Mumbai and also having site office at Vasant Oasis, Borosil Plot, Marol Maroshi Road, Off. Military Road, Marol, Andheri (East), Mumbai – 400 059, SEND GREETINGS:







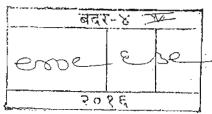
#### WHEREAS:

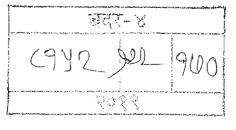
a) By virtue of Power of Attorney dated 25th day of February 2013, executed and registered under registration no. BDR-4 / 149 /2013, by Mr. Jitendra N. Sheth and Mr. Vallabh N. Sheth, Directors of Neepa Real Estates Private Ltd., a Company incorporated under the provision of Companies Act, 1956 and having its registered office at Sheth House, Behind Dindoshi Fire Station, Opp. Oberoi Mall, Gen. A. K. Vaidya Marg, Malad (East), Mumbai - 400 097 and also having site office at Vasant Oasis, Borosil Plot, Marol Maroshi Road, Off. Military Road, Marol, Andheri (East), Mumbai - 400 059, issued in my favour for the purpose of execution and admit execution of all documents related to sale in respect of the project situate at Village Marol, Taluka Anunen, Osuno, Orino, Ori Survey No.32A Hissa No.6) ("The said Project") and as more Adambularly described in the **Schedule** hereunder written. By virtue said Power of Attorney dated 25th day of February 2013, I have peen authorized to execute and admit execution of all the sales and other documents and agreements in respect of the said Project. The said Power of Attorney is annexed herewith and marked as Annexure "A"

Due to pressure of work, I am not able to appear before the Registrar of Assurances for admit the execution of such Agreements/Documents before the Registration Authority at Mumbai City / Mumbai Suburban.

c) In view of the same, I have decided to nominate/constitute and appoint fit and proper person to represent me, to act on my behalf to admit execution of the Agreement for Sale and/or Sale Deed and/or Sale Deed and/or Cancellation Deed and/or Rectification Deed and/or Supplemental Deed and/or Undertaking and/or Declaration and/or Indemnity and/or Deed of Modification and such sales related documents and appear before the Registrar/Sub-Registrar of Assurances at Mumbai and generally to do such acts on my benefit.

d) Due to exigencies of work I am not in a position to be personally present and register the documents and therefore I am desirous of appointing 1) MR. HITESH G. THAKKAR, age about 46 years, (2) MR. MITESH L. RAIKUNDALIA alias THAKKAR, age about 37 years, (3) MR. MEHUL L. RAIKUNDALIA alias THAKKAR, age about 37 years, (4) MR. NILESH L. RAIKUNDALIA alias THAKKAR, age about 33 years, (5) MR. ASHISH S. THAKKAR, age about 32 years, (6) SHRI MUKESH P. THAKKAR, age about 55 years, (7) MR. RAJEEV V. SOMAIYA, age about 40 years, (8) MR. HARESH G. THAKKAR, age about 50 years & (9) MR.







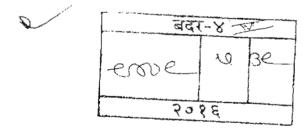
GAURAV J. NAGRA, age about 23 years, all Indian Inhabitants, having address at Office No. 13, B -Wing, 1st Floor, Jaiswal Bhavan, M. G. Road, Mulund (West), Mumbai – 400 080, as my true and lawful attorneys for my behalf, in my name and on behalf of my Company to enable us to register the documents on my behalf as hereinafter appearing:

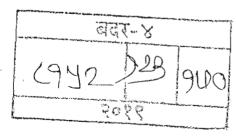
NOW KNOW YOU ALL AND THESE PRESENTS WITNESSETH
THAT, I MR. MUKESH L. SHAH, the Constituted Attorney of MS.
NEEPA REAL ESTATES PVT. LTD. do hereby nominate, constitute and appoint (1) MR. HITESH G. THAKKAR, age about 46 years (2) MR.
MITESH L. RAIKUNDALIA alias THAKKAR, age about 37 years (3)
MR. MEHUL L. RAIKUNDALIA alias THAKKAR, age about 32 years, (4) MR. NILESH L. RAIKUNDALIA alias THAKKAR, age about 33 years, (5) MR. ASHISH S. THAKKAR, age about 32 years, (6) SHRI MUKESH P. THAKKAR, age about 55 years, (7) MR. RAJEEV SOMAIYA, age about 40 years, (8) MR. HARESH G. THAKKAR, age about 50 years & (9) MR. GAURAV J. NAGRA, age about 30 years about 50 years about 40 years, (8) MR. HARESH G. THAKKAR, age about 50 years & (9) MR. GAURAV J. NAGRA, age about 30 years about 50 years & (9) MR. GAURAV J. NAGRA, age about 30 years about 50 years about 50 years about 40 years, (8) MR. HARESH G. THAKKAR, age about 50 years & (9) MR. GAURAV J. NAGRA, age about 30 years about 50 y

- 1. To represent, lodge and to present for registration and toraum execution of all the documents and other deeds execution of all the documents and other deeds execution of all the documents and other registrar of Assurance, Bandra / Kurla / Mumbai, or any other registering authority appointed under the Act for the time being in force in India for registration of the documents and deeds and other instruments and to do all other acts, deeds, matters and things as may be necessary for effectuating and completing the registration thereof in accordance with law.
- AND GENERALLY to do all acts deeds, matters things including completion of legal formalities whatsoever in relation to the aforesaid purposes as may be required.
- 3. AND I DO HEREBY AGREE TO RATIFY AND CONFIRM all the acts deed and things done by the Attorneys shall be deemed to have been acts, deeds, and things done by me personally and I agree to ratify and confirm all and whatsoever that my said attorneys shall lawfully do or cause to be done for me by virtue of this power hereby given.

This Special Power of Attorney is restricted only to admit the execution before the Sub-Registrar of Assurance at Bandra /







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Kurla / Mumbai or at any other relevant places, of the deeds or documents already executed by me on behalf of my Company.

 The said Attorneys are only consultants providing services for registration process and are in no way concerned with any of the administration of the company namely Neepa Real Estates Pvt. Ltd.

# THE SCHEDULE OF THE PROPETY DEVELOPED BY WS. NEEPA REAL ESTATE PRIVATE LIMITED PROJECT: VASANT OASIS VILLAGE: MAROL

Borosi Plot, Off. Andheri Kurla Road, Marol, Andheri (East), Mumbai-1400 059 of Village Marol, Taluka Andheri, District Mumbai City and Mumbai Suburban, in all admeasuring 51459.3 Sq. Mtrs. or thereabout:

IN WITNESS WHEREOF I have set and subscribed my hand to

SIGNED AND DELIVERED by the with hamed MR. WHAT HILL SHAH

MVS. NEEPA REAL ESTATE PRIVATE

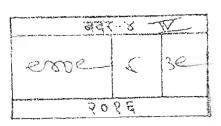
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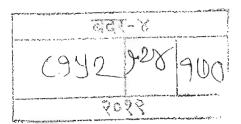
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In the presence of

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SIGNED AND ACCEPTED by the within named ATTORNEYS (1) MR. HITESH G. THAKKAR



(2) MR. MITESH L. RAIKUNDALIA alias THAKKAR



(3) MR. MEHUL L. RAIKUNDALIA alias THAKKAR



(4) MR. NILESH L. RAIKUNDALIA alias THAKKAR

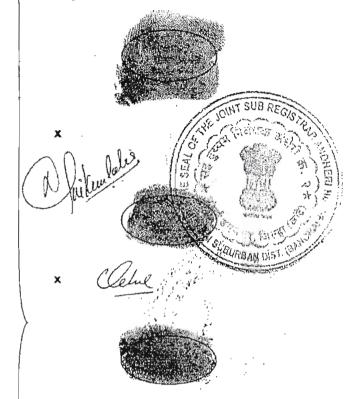


(5) MR. ASHISH S. THAKKAR





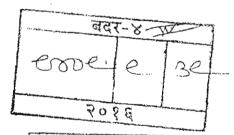
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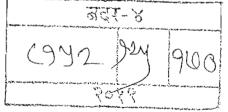


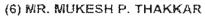
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(7) MR. RAJEEV V. SOMAIYA





MR. GAURAV J. NAGRA

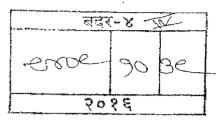


In the presence of:

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Address:

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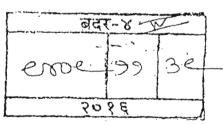
\* Horsh, G. Thouker







क्रिमिक क्षित्र असे पावती क. दस्तऐवजाना अजामा अनुक्रमांक खदर अ/१४ ८/ १३ नितंद छन से व छन दस्तऐवजाचा प्रकार-सादर करणाराचे नाव-खासीलप्रमागे भी मिळासी:-900 नक्कलं पी (फोसिओ पृष्ठांकनाची नक्कल फी ट्रपालखर्च नकला किंदा जापने (कलम ६४ ते शोप किंवा निरीक्षण इंड-कलम् २५ अन्वये , कलम ३४ अन्वये श्रमाणित नकला (कलम ५७) इतर फ़ी (मागील पानावरीफ्र 900 एंक्लिं .. नोदंगीकृत डाकेने पोठ्रवंती जीईल. व्याः कार्यास्यात देण्यात धेईलं) दस्तऐवज इस हु ग्रम निवंशक संभेरी क नक्कल क्षण हुन्यम । नव्यक सम्पर्तः नावे नेरदणीकृत ठावेने पाल्युक्त उपनगर जिल्ली। दिया निर्वास थे.बा मुनेक,००० पू. (१०० वाची )—क्र २०४४-चीव ४"-(४ए)३३६.

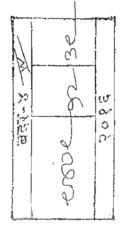


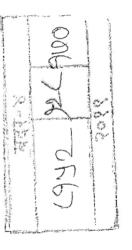
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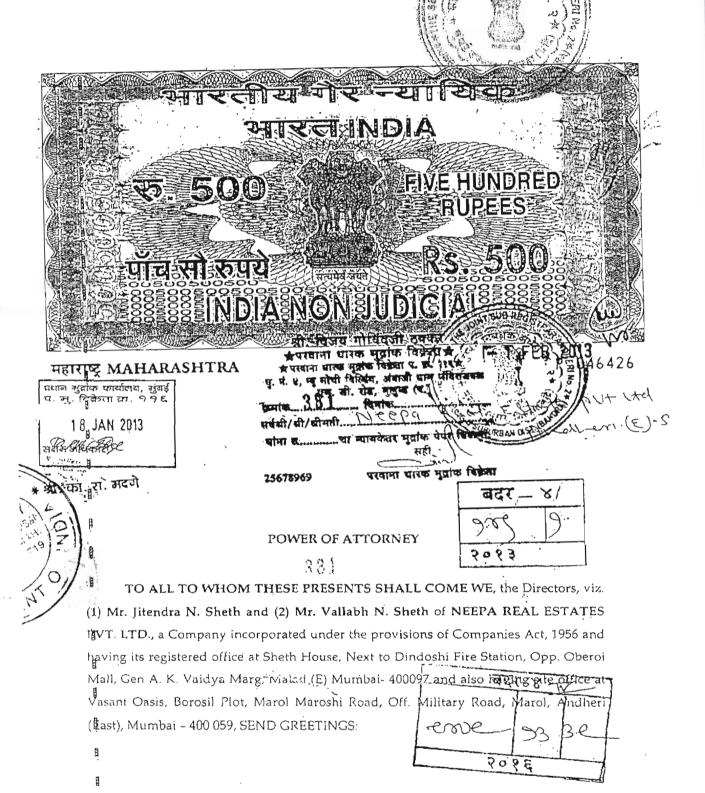




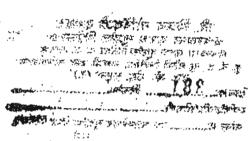












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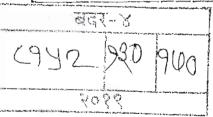
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VIJAY GOVINDJI THAKKAR

### WHEREAS:

a) By and under a Deed of Conveyance dated 27th August 2010 and registered with Sub Registrar of Assurance under no.BDR-4/8183/2010 made by and between Borosil Glass Works Limited as the Vendor and Neepa Real Estates Pvt. Ltd. as the Purchaser, Borosil Glass Works Limited sold, transferred and conveyed the land together with building thereon more particularly stated in the schedule therein, ("the said Property") to Neepa Real Estates Pvt. Ltd.

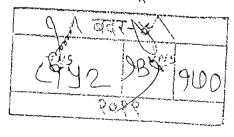
b) Neepa Real Estates Pvt. Ltd. being owner of the said land is introdevelor of varied building both residential and commercial on the said Popelita particularly stated in the Schedule hereunder appearing.

c) Neepa Real Estates Pvt. Ltd. is entitled to sell and disposed that / Shops of Commercial Premises / Garages / Parking thans and other structures in the proposed buildings to prospective purchasers of such Flats / Shops / Office Premises / Commercial Premises / Garages / Parking spaces.

The Directors of Neepa Real Estates Pvt. Ly her to sign are execute Agreements and Documents to be entered into with prospective permasers towards the sale/lease/license of Flats /Shops Office Premises / Commercial Premises / Garages / Parking spaces in the proposed buildings and signing and executing the Agreements to cause appearance with such prospective Registration of such Triplicate Agreements to be executed with such prospective Purchasers as one of the parties of the above mentioned Agreements.

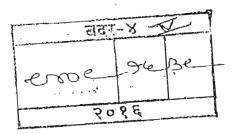
Due to pressures of work we are not able to appear before the Registrar of Assurances for admit the execution of such Agreements/ Documents before the Registration Authority.

In view of the same it has been decided and a resolution dated 18th January, 2013
has been unanimously passed in the meeting of the Board of Directors of NEEPA
REAL ESTATES PVT.LTD. to nominate, appoint and constitute a fit and proper
person to represents us, to act on our behalf to execute and to admis execution of 3c
the said Agreement for Sale, Cancellation, Rectification Deed, Supplemental
Deed, Undertaking, Declaration, Indemnity and such related documents and
City & Dunit bell
appear before the Registrar/Sub-registrar of Assurances at Mumbai and













generally to do all such acts on our behalf. The Board of resolution dated 18th January, 2013 authorizing Mr. Mukesh L. Shah for the said purpose, is annexed herewith and marked as Annexure "A".

NOW KNOW YOU ALL AND THESE PRESENTS WITNESSETH that NEEPA REAL ESTATES PVT.LTD. Through its Directors (Hereinafter referred to as "the said Director/s") do hereby appoint Mr. Mukesh L. Shah, adult, Indian Inhabitant, residing at A-,701 Vasant Aradhana Tower, Mahavir Nagar, Kandivali (West), Mumbai-400,067 to be their true and lawful attorney for them and in their name and on their behalf as Directors of the Company for the following purpose:

- 1. To sign agreements for Sale, Cancellation, Rectification Deed, Supratemental Deed, Undertaking, Declaration, Indemnity other (elements basers and documents.("the Documents")
- 2. To represent, Lodge, admit, attest to register and to do such other acts as may be necessary for the registration of the all above documents in respect of the Flats / Shops /Office Premises / Commercial Premises / Garages / Stripe spaces the said building executed by our Attorney on our behalf as press the parties force said Agreements/Documents before the Registrar /St. Pregistrar of Assurance at Mumbai City / Mumbai Suburban.
- 3. To do all other acts, deed, matters and things that may be net decidental to the execution and registration of the Documents in regard to the Sale of Flats /Shops / Office Premises /Commercial Premises / Garages Parking spaces in the said buildings.
- 4. We hereby grant unto our said Attorney give power and authority to appoint one or more substitute/s or delegates to do admit execution before the registrar of assurances office and we agree to ratify and confirm all and whatever our Attorney shall do or purport to do or caused to be done by these presents.
- 5. And that all acts, deeds, matters and things done or caused to be done pursuant to the powers hereby conferred upon the attorneys shall be done by the attorneys at their own risks and costs.

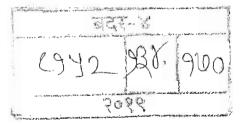
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IN WITNESS WHEREOF We, Mr. Jitendra N. Sheth and Mr. Vallabh N. Sheth have hereunto set my hands at Mumbai this 3.577 day of FED 2013

### THE SCHEDULE ABOVE REFERRED TO

ALL THAT Pieces and parcels of land situate at Village Marol, Taluka Andheri, District of Bombay City and Bombay Suburban, bearing (CTS Nos. 340, 341 A 343 A 344 A 345A, 345/1 to 345/55, 345/58/A-1, 345/61A, Survey No.32A Hissa No.6) admeasur in the aggregate about 68, 981.68 square meters or thereabouts.

### SIGNED AND DELIVERED

By the within named

FOR NEEPA REAL ESTATES PRINTE

1. Mr. Jitendra N. Sheth

Director of

Neepa Real Estates Pvt.Ltd.



Mr. Vallabh N. Sheth

Director of

Neepa Real Estates Pvt.Ltd.

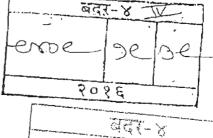


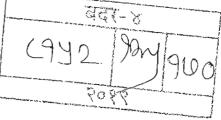
the presence of

Witnesses:

( Vikal, S. Thakkar)

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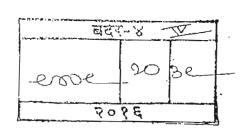


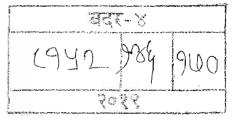


Director

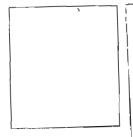














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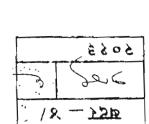
Mr. Mukesh L. Shah

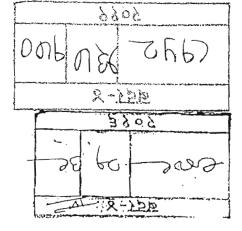
Before Me.

Specimen Signature of Attorney



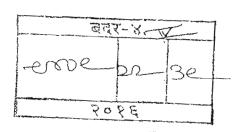


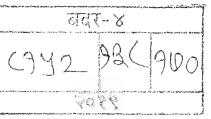














### Annexure "A"

### NEEPA REAL ESTATES PRIVATE LIMITED

Registered Office : Sheth House, Next to Dindoshi Fire Station, Gen. A. K. Valdya Marb,
Off. Western Express Highway, Malad (E), Mumbai – 400 097.
Tel.: 4260 2400, 4293 3400 Fax: 4293 3533 Website: www.shetndevelopers.com

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF NEEPA REAL ESTATE PRIVATE LIMITED HELD ON FRIDAY, 18<sup>TH</sup> DAY OF JANUARY, 2013 AT REGISTERED OFFICE OF THE COMPANY SITUATED AT 'SHETH HOUSE', VASANT VALUEY GEN, A.K. VAIDYA MARG, MUMBAI-400097.

Chairman informed the board that Mr. Jitendra N. Sheth and / or Mr. Vallabh N. Sheth are being authorised as authorised signatories of the company in relation to the transactions mentioned herein below for the Company's Project know as "Vasant Oasis" C/o, Borosil glass Limited, Millitary Road, Marol – Maroshi, Andheri (E), Mumbai.

RESOLVED THAT the consent of the board be and hereby be accorded to authorise Mr. Jitendra N. Sheth and / or Mr. Vallabh N. Sheth the directors of the Company, to jointly and /or severally, to sign necessary forms, Applications, papers and to put appropriate representation, to obtain requisite permission from various authorities in relation to the Company's Project known as 'Vasant Oasis' located at C/o, Borosil glass Limited, Millitary Road, Marol – Maroshi, Andheri (E), Mumbai and other related documents in relation to the above on behalf of the Company.

RESOLVED FURTHER THAT board hereby authorises Mr. Jitendra W. Skieth and Vallabh N. Sheth directors of the Company, jointly and/or severally to negotiate and linarise the sale, consideration and to sign, execute, alter, amend and register on behalf of the Company all the documents and agreements in respect of sale of tlats and premises including parking allotment, No objection Certificate, modification deeds, rectification deeds in respect of the allest of the flats and premises pertaining to the project of the company known as wasant of the company known as well as we

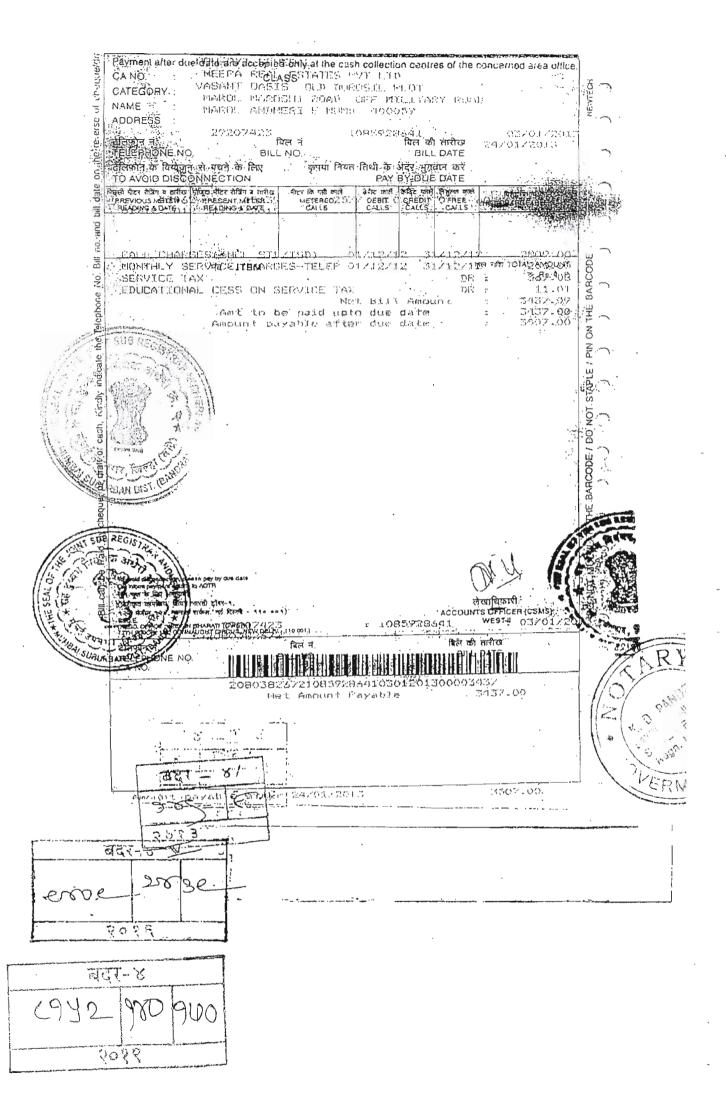
SOLVED FURTHER THAT the consent of the Board be and is hereby accorded to authorise filtendra N. Sheth and / or Mr. Vallabh N. Sheth as authorised signatory of the company be fulf pointly and /or severally to present himself/themselves before the registrar/ sub registrar or of the govt. authorities to register the aforesaid agreement and other papers and to do all such acts, things and deeds to undertake the registration or to appoint a substitute to do the same,

RESOLVED FURTHER THAT a copy of foregoing resolution certified to be true by any of the director of the company be furnished to the concerned authorities and that they be requested to act thereupon.

CERTIFIED TRUE COPY
FOR NEEPA REAL ESTATE PRIVATE LIMITED

Director (

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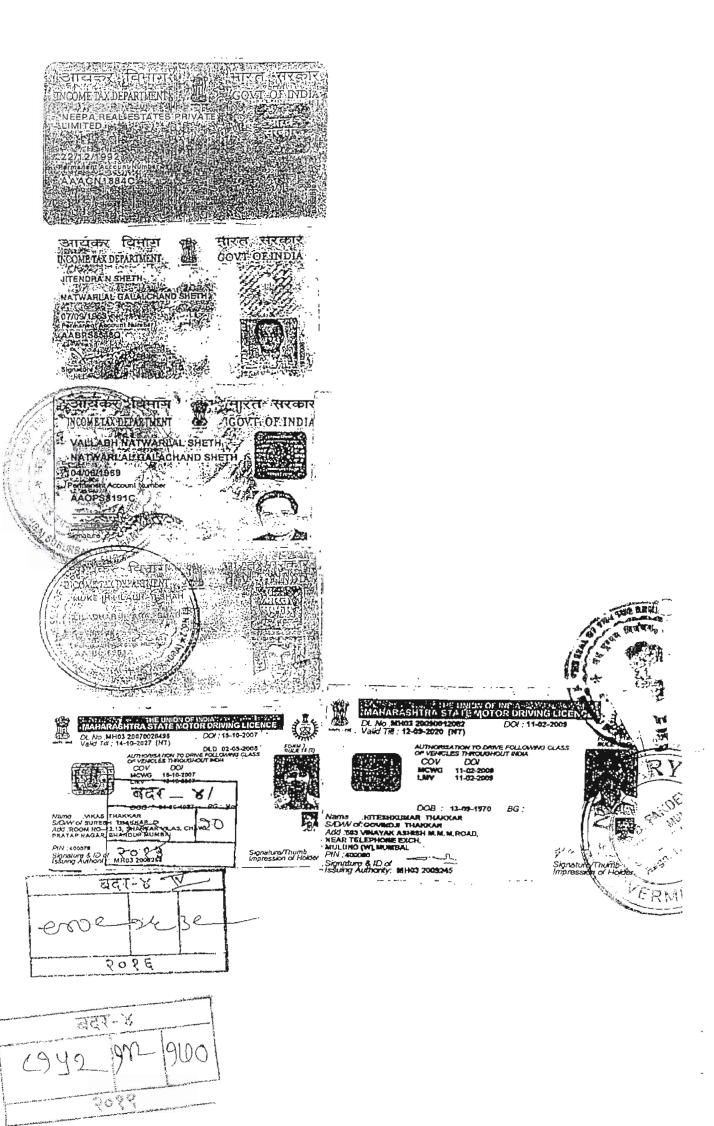
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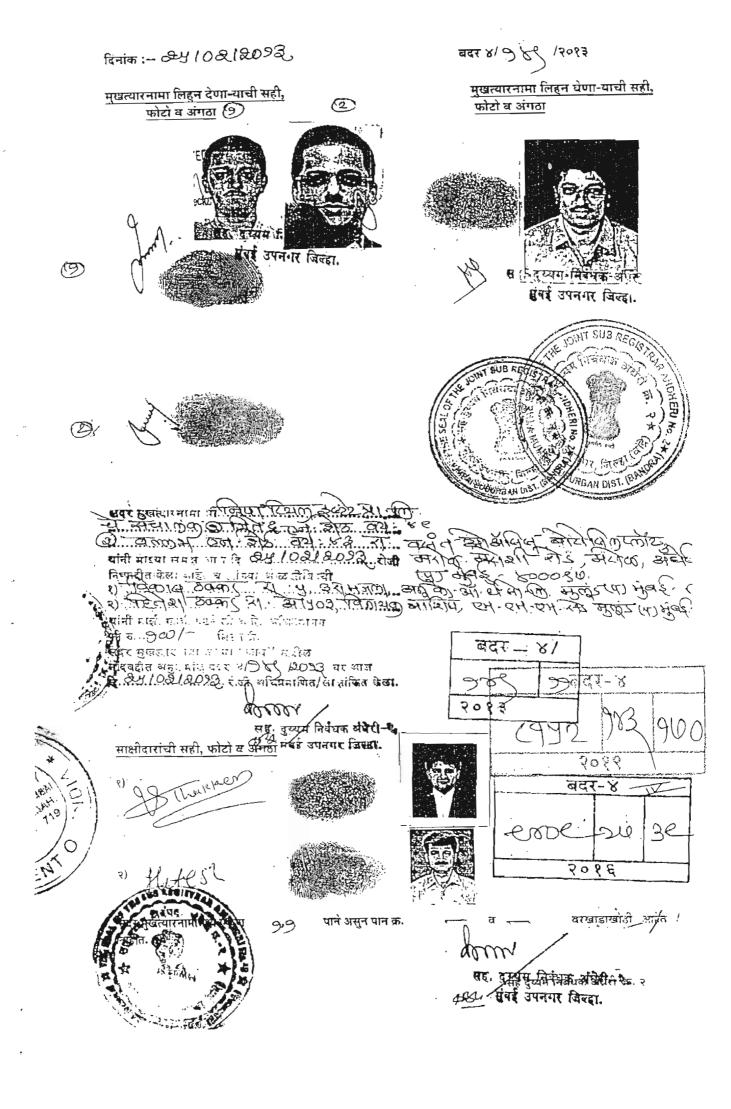
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1800-200-3030 (tall fies) & 1030 3030 A /8-12 Fub-12 Your nearest Customer Care Centre/Internal Grievance Redressal Cell (IGRC): E-4. MIDC, Andheri (E), Mormbai 400 093 Fax: 3009 4200 [mail: energy.helpdesk@ieUbnceada.com que payable to Reliance Infrastructure Ltd. A/C No. : 151333657 Change should be payable through local clearing - Alvays attach payment situ. Do not stonle ल वदर् 8/ 0.02x001x501 015133365740036044002022013003604400 Round sem payable - RepnestTHREE SIX ZERO FOUR FOUR ZERO only 7 360410,60 Pour JULISSING? (4) 3063 30 २०१६

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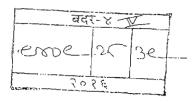
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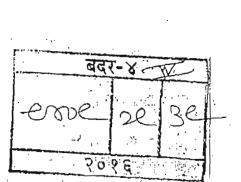
# घोषणापत्र

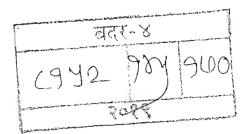
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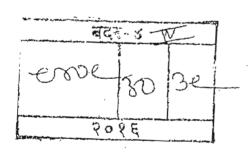
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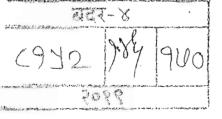
















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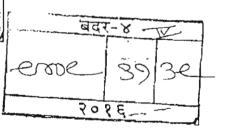
AUTHORISATION TO DHIVE FOLLOWING CLASS
OF VEHICLES THROUGHOUT INDIA
COV DOI
MCWG 29-10-2010
LMV 09-02-2007

DOB : 13-11-1979 8G:

78. MEHUL RAIKUNDALIA



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LNV 21-11-2009

DOB 07-06-1982

Namo :NILESH RAIKUNDALIA

SZEW OLLAXMIKANT RAIKUNDALIA

Add :FLAT-NO - 702/A VINAYAK ASHISH

M.M.MALAVIYA ROAD,

MULUND (W).MUMBAI.

PIN :40800

Signaluma R. ID - 1

PIN: 40080 Signature & ID of Issuing Authority: MH03 2009274

Signature/Thumb Impression of Holder



आयकर विभाग INCOME TAX DEPARTMENT MUKESH PREMJI THAKKAR

PREMJI CHAPSI THAKKAR 20/06/1961

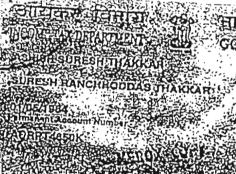
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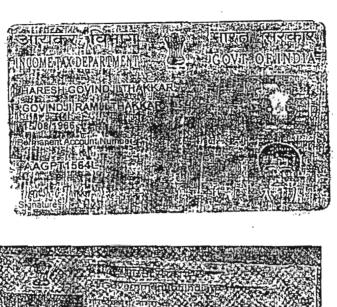


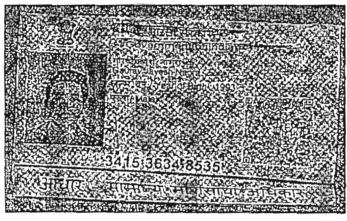


खत्र-४

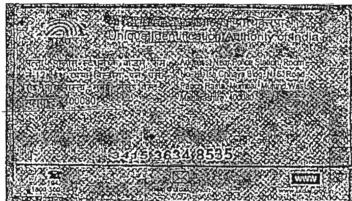
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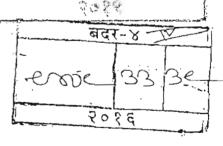


















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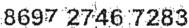
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CAURRAN DIS

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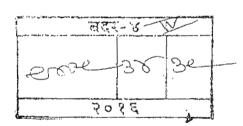
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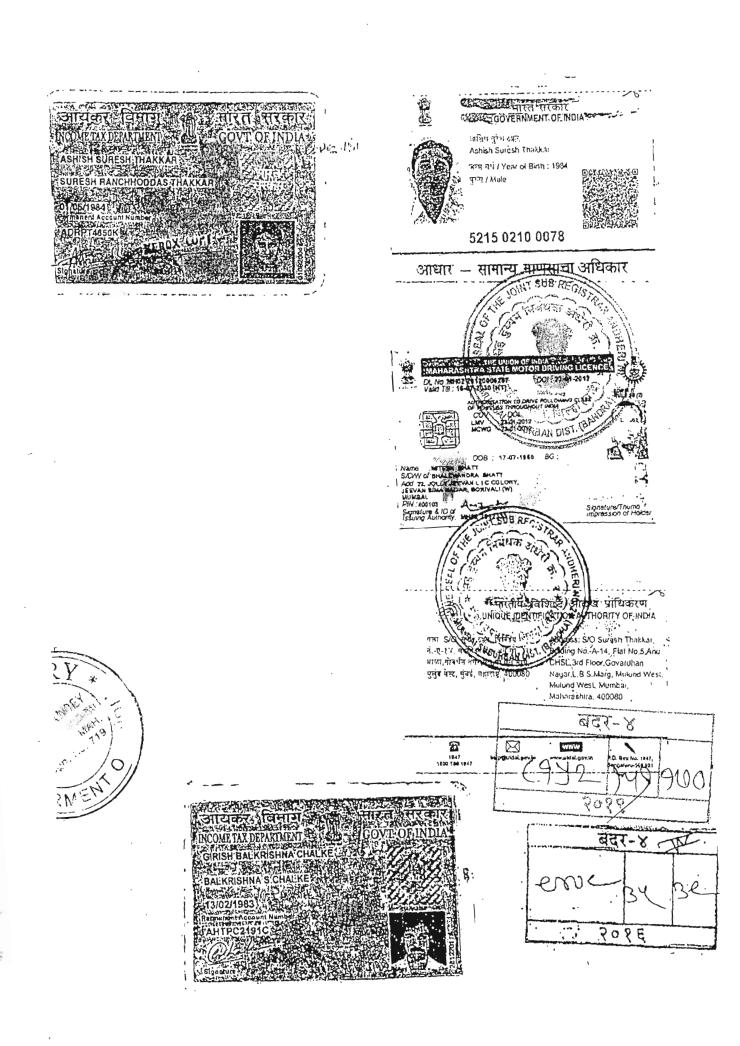
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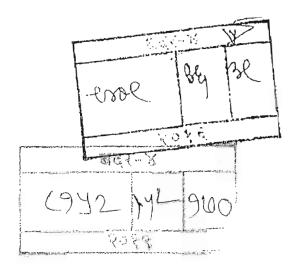














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दस्ताचा प्रकार: कुलमुखत्यारपत्र मुद्रोक शुल्क: a जेव्हां तो प्रतिफलार्थ देण्यात आलेला जेव्हा असेल तव्हा शिक्षा कं. 1:21 / 10 / 2016 03:45:47 PM ची केर शिक्षा कं. 2:21 / 10 / 2016 03:47:09 PM ची केर स्वर दस्तर्पत्र हा नॉट्सी कायद १९ देखल केसेला आहे दस्तर्पति हा सोस्त जोस्तेल्या कागदकांची हाल	ळ: (सादरीकरण) ळ: (फी)  तिक्वाप्य व्यक्तेल्य सस्युद्धेतुः पूर्ण प्रजक्त निमादक व्यक्तीः वता तपासली आहे दस्साधी स	eroce  The state of the state o	बदर-४ ९०१६
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दस्त गोषवारा भाग-2

वदर4

दस्त क्रमांक:9409/2016

दस्त क्रमांक :बदर4/9409/2016 दस्ताचा प्रकार :-कुलमुखत्यारपत्र

अनु क्र. पक्षकाराचे नाव व पत्ता

न्तुनुम्निन्द्रियल इस्टेट्स प्रा लि तर्फे प्राधिकृत व्यक्ती मुकेश ऐले शहर

पत्ता इलोट्टेन, 1201, 1203 व 1204, माळा नं: 12वा मजुला, इमेर्स्सिने लोके, हॉलमार्क विझनेस प्लाका, ब्योंक से गुरुत्तिक होस्पिटलच्या जवळ,कलानगर,बांद्रा पूर्व,मुद्रई , रोड नं(सत जानेश्वर मार्ग , महाराष्ट्र, मुम्बई. पॅन नंबर:AAABN1884C

नाव:हितेश जी ठक्कर पत्ता:प्लॉट्र्में: अप्रिक्ष नं 13, माळा नं. 1 ला मजला, इमारतींचे नाव बी विंग, जयस्वाल भवन. व्लॉक न मुलुंड प्रथिम, मुखर्ड, रोड नं: एम जी रोड, महाराष्ट्र मुमाई. grather KHEN पैन नंबर:

नाव:मितेश एल रायकुंडलिया ऊर्फ ठक्कर पत्ता:प्लॉट नं: ऑफिस नं 13, माळा नं: 1 ला मजला, इमारतीचे नाव: बी विंग, जयस्वाल भवन, ब्लॉक नं: मुलुंड पश्चिम,मुंबई, रोड नं: एम जी रोड, महाराष्ट्र, मुम्बई. पॅन नंदर:

नाव:मेहुल एस रायकुंडलिया ऊर्फ ठक्कर पत्ता:प्लॉट नं: ऑफिस नं 13, माळा नं: 1 ला मजला, इमारतीचे नावः वी विंग, जयस्वाल भवन, ब्लॉक नः मुलुंड पश्चिम, मुंबई, रोड नं: एम जी रोड, महाराष्ट्र, मुम्बई.

नाव:निलंश एल रायकुंडलिया ऊर्फ ठक्षर पत्ता:प्लॉट नं: ऑफिस नं 13, माळा नं: 1 ला मजला, इमारतीचे नाव: वी विंग, जयस्वाल भवन, ब्लॉक नं: अंद्र - मुलुंड पश्चिम, मुंबई, रोई नं. ऐम जी रोड, महाराष्ट्र,

पत्ती व्लॉर्ड नं: ऑफिस में 13, माळा नं: 1 ला मजला,

नायः नी विंग, जयस्वाल भवन, ज्लॉक नं स्पेनिहिक्कित्रके संबई, रोई नं: एम जी रोड, महाराष्ट्र,

पन संबद्धे १७० नितिः शाशिष एत ठक्कर

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र्विर ऑफ़ अटॉर्नी होस्डर वय:-46 स्वाक्षरी:-

पॉवर ऑफ़ अटॉर्नी होल्डर au 27

पॉवर ऑफ़ अटॉर्नी होल्डर वय ;-37 स्वाक्षरी;

पॉवर ऑफ़ अटॉर्नी वय :-33

स्वाक्षरी:-Maikundel! S

पॉत्रर ऑफ़ अटोंनी होल्डर वय:-32 स्वाक्षर्धः-

Mean पाँवर ऑफ़ अटॉर्नी होल्डर वय :-55

होल्डर

पत्ताः श्रीभित्त में कि ला मजला, बी बिंग, जयस्वाल आवतः, मुलंब्रुवेद्विमे स्वर्ड. एम जी रोड. मुलंड हु रोड. MAHARAS पुरोक्ते, MUMBAI, Non-SBF. पॉवर ऑफ़ अटॉर्नी

नाव:राजीव व्ही सोमैया पत्ता:प्लॉट नं: ऑफिस नं 13, माळा नं: 1 ला मजला, क्षान प्रतिके प्रमान प्रतिक्रिक्त नाम्याल भवन, व्यॉक नं: व्यक्तिक प्रक्रिम मंग्रई लेड नं: एम जी रोड, महाराष्ट्र,

वय:-40 स्वाक्षरी:- छायाचित्र























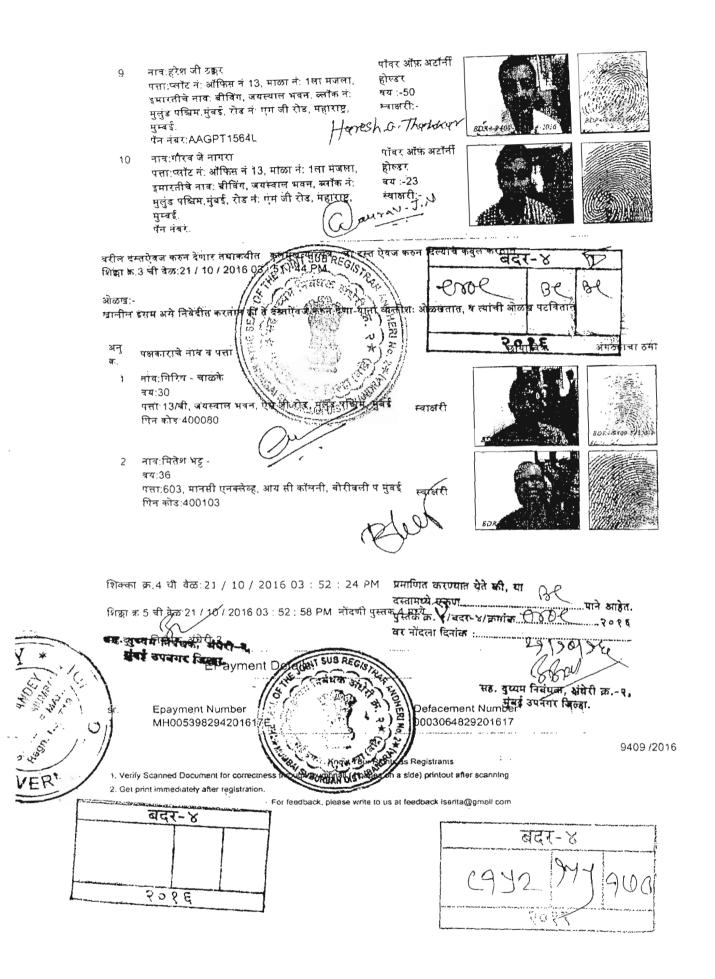






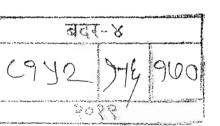


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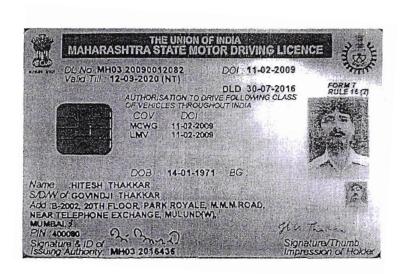
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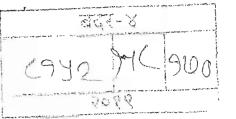
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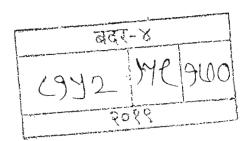




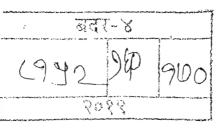




















हितेश गोविंदजी ठक्कर Hitesh Govindji Thakkar जन्म तारीख/ DOB: 14/01/1971



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आधार-माझे आधार, माझी ओळख





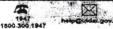


# मारतीय विशिष्ट पहुँचीन प्राधिकरण UNIQUE IDENTIFICATION AUTHORITY-OF-INDIA

वी - 2003, 20 वा माळा, पार्क रॉयल, मदन मोहन मानवीया रोड, टेलिफोन एक्सचेंज जवळ, मुलुंड वेस्ट, मुंबई, मुब्ई, महानाष्ट्र - 400080

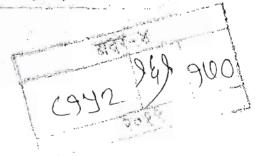
Address:
B - 2003, 20 h Floor, Park Royale,
Madan Mohan Malviya Road, Near
Telephone Exchange, Mulund West,
Mumbal, Mumbal,
Maharashra - 400080















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आयकर विभाग INCOMETAX DEPARTMENT



भारत सरकार GOVT.OFINDIA

SUYASH SHYAMSUNDER AGARWAL SHYAM SUNDER AGARWAL 04/07/1996

Permanent Account Sumber

BOMPA8469J



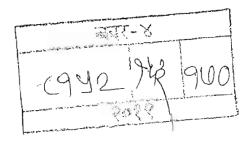
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# मारतीय किश्विष्ट शेळल प्राधिकरण

# भारत सरकार Unique Pantification Authority of India Government of India









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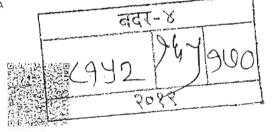
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– सामान्य माणसाचा अधिकार



GOVERNMENT OF INDIA





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## Summary-2( दस्त गोषवारा भाग - २)

उपनगर जिल्लिayment Details. Defacement Number **Epayment Number** sr. 0909201907339D 0909201907339 1 2 0909201907459 0909201907459D MH005799007201920M 0003169553201920 3 8152 /2019 Know Your Rights as Registrants ctness through thumbnail (4 pages on a side) printout after scanning. For feedback, please write to us at feedback.isanta@gmail.com प्रमाणित करण्याल देते की, यू TON HABAUAUST पुस्तक क्र. १/वदर-४/क्रमांक. वर नोंदला, दिनांक :: खदर-४ 940 9099 सह. दुख्यम निबंधक, अंधेरी क्र.-२ पंचर्ड उपनगर जिल्हा



दस्त गोषवारा भाग-2

दस्त क्रमांक:8152/2019

09/09/2019 7 11:53 PM

दस्त क्रमांक :वदर4/8152/2019

दस्ताचा प्रकार:-करारनामा

पक्षकाराचे नाव व पत्ता अनु क्र.

नाव:रीता अग्रवाल पत्ता:-, -, फतेहप्रिया कंपाऊंड, अंजली मेडिकल लेन, साकी नाका, अंधेरी पूर्व, मुंबई, नायरवाडी खेरानी रोड, सकिनाका, MAHARASHTRA, MUMBAI, Non-Government. पॅन नंबर:ABJPA5232E

नाव:सुयश अग्रवाल पत्ता:प्लॉर्ट नं: -, माळा नं: -, इमारतीचे नाव: फतेहपुरिया कंपाऊंड, ब्लॉक नं: अंजली मेडिकल लेन, साकी नाका, अंधेरी पूर्व, मुंबई, रोड नं: नायरवाडी खेरानी रोड, महाराष्ट्र, मुंबई. पॅन नंबर:BOMPA8469J

नाव:निपा रियल इस्टेट्स प्रा लि तर्फे संचालक तर्फे लिहून देणार प्राधीकृत व्यक्ती मुकेश एल शाह तर्फे कबुली वय :-48 स्वाक्षरी:-जवाबासाठी कु मु म्हणून हितेश जी ठक्कर पत्ता:प्लॉट नं: ऑफिस , माळा नं: 12वा मजला , इमारतीचे नाव: हॉलमार्क बिझनेस प्लाझा , ब्लॉक नं गुरुनानक हॉस्पिटलच्या जवळ,कलानगर,बांद्रा अमिरास्ट्रस्य पूर्व, मुंबई, रोड नं: संत ज्ञानेश्वर मार्ग , महार्राष्ट्र, मुंबई. पॅन नंबर:AAACN1884C

पक्षकाराचा प्रकार लिहुन घेणार

वय :-51 स्वाक्षरी:ndes Aproced

> लिहून घेणार वय :-23

स्वाक्षरी:-



छाशावित्र



अंगठ्याचा रुसा









वरील दस्तऐवज करुन देणार तथाकथीत करारनामा चा दस्त ऐवज करुन दिल्याचे कर्नु करतात. शिक्का क.3 ची वेळ:09 / 09 / 2019 07 : 08 : 17 PM

दस्तऐवज निष्पादनाचा कबुलीजबाब देणाऱ्या सर्व पक्षकारांची ओळखं संमती-आधारित - आधार प्रणालीद्वारे पंडतीळेण्यात आली आहे त्याबाबत प्राप्त माहिती पुढीलप्रमाणे आहे,

<u>बद</u>ा- X

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\ \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	Sr Ng.	Type of Party & Name	Date & Time of Verification with UIDAI	Information received from UIDAI (Name, Gender, UID, Photo)
	.7	लिहून <sup>:</sup> घेणार रीता अग्रवाल	09/09/2019 07:09:55 PM	रिता श्यामसुंदर अगरवाल F XXXX XXXX 7107
	2	लिहून घेणार सुयश अग्रवाल	09/09/2019 07:08:56 PM	सुयश श्यामसुंदर अगरवाल M XXXX XXXX 2690
	3	लिहून देणार निपा रियल इस्टेट्स प्रा लि तर्फे संचालक तर्फे प्राधीकृत व्यक्ती मुकेश एल शाह तर्फे कबुली जवाबासाठी के मु म्हणून हितेश जी ठक्कर	511	हितेश गोर्विदजी ठक्कर M XXXX XXXX 9872

शिक्का क्र.4 ची वेळ:09 / 09 / 2019 07 : 09 :

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Index-2( सूची - २ )



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सूची क्र.2

दुय्यम निबंधक : सह दु.नि. अंधेरी 2

दस्त क्रमांक : 8152/2019

नोदंणी : Regn:63m

गावाचे नाव: सरोळ

(1)विलेखाचा प्रकार

करारनामा

(2)मोबदला

17289980

(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)

11149000

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

1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :, इतर माहिती: सदनिका क्र 1701,17 वा हॅबिटेबल मजला,र्विंग नं 13,कॅमेलिया-बी,वसंत ओएसीस,बोरोसील प्लॉट,मरोळ मरोशी रोड,ऑफ अंधेरी कुर्ला रोड,अंधेरी पूर्व,मंबई-400059. 1 कार पार्किंग सहित.मौजे मरोळ,सि टी एस नं-345 ए/1 (पार्ट). सदर सदनिकेचे क्षेत्रफळ 62.93 चौ मी कारपेट.( ( C.T.S. Number : 345 ए/1 (पार्ट) ; ) )

(5) क्षेत्रफळ

1) 62.93 चौ.मीटर

(6) आकारणी किंवा जुडी देण्यात असेल

(7) दस्तऐवज करुन देणा-या/लिहन ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व

1): नाव:-निपारियल इस्टेट्स प्रा लि तर्फे संचालक तर्फे प्राधीकृत व्यक्ती मुकेश एल शाह तर्फे कबुली जवाबासाठी कु मु म्हणून हितेश जी ठक्कर वय:-48; पत्ता:-प्लॉट नं: ऑफिस , माळा नं: 12वा मजला , इमारतीचे नाव: हॉलमार्क बिझनेस प्लाझा , ब्लॉक नं: गुरुनानक हॉस्पिटलच्या जवळ,कलानगर,बाद्रा पूर्व, मुंबई, रोड नं: संत ज्ञानेश्वर मार्ग, महाराष्ट्र, मुंबई. पिन कोड:-400051 पॅन र्न:-AAACN1884C

व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता

(8)दस्तऐवज करुन घेणा-या पक्षकाराचे 1): नाव:-रीता अग्रवाल वय:-51; पत्ता:--, -, फतेहपुरिया कंपाऊंड, अंजली मेडिकल लेन, साकी नाका, अंधेरी पूर्व, मुंबई, नायरवाडी खेरानी रोंड, सकिनाका, MAHARASHTRA. MUMBAI, Non-Government. पिन कोड: 400072 पॅन नं:-ABJPA5232E 2): नाव:-सुयश अग्रवाल वय:-23; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: फतेहपुरिया कंपाऊंड, ब्लॉक नं: अंजली मैडिकल लेन, साकी नाका, अंधेरी पूर्व, मुंबई, रोड नं: नायरवाडी खेरानी रोड, महाराष्ट्र, मुंबई. पिन कोड:-400072 पॅन नं:-BOMPA8469J

(अ) दस्तऐवज करुन दिल्याचा दिनांक

(10) दिस्त नोंदणी केल्याचा दिनांक

(11)अनुक्रमांक,खंड व पृष्ठ

(1/2)बाजारभावाप्रमाणे मुद्रांक शुल्क

(13)बाजारभावाप्रमाणे नोंदणी शुल्क

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(14)शेरा

तपशील:-:

मुल्यांकनासाठी विचारात घेतलेला

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :

मंबर्ध उपनगर जिल्ला

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

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भारत सरकार Unique Identification Authority of India Government of India

नोंदविण्याचा क्रमांक / Enrollment No 1216/01155/08110

To, Fan श्यामगुंदर अगरवाल Rita Shyamsunder Agarwal W/O Shyamsunder Agarwal Mira Bhayander Road 2001/ Nagar, Phase-2 Mira Road Mira Road Mumbai Maharashtra 401107



आपला आधार क्रमांक / Your Aadhaar No.:

5783 8115 7107

आधार – सामान्य माणसाचा अधिकार



HITT- HTT. GOVERNMENT OF INDIA



रिता श्याममुंदर अगरवाल Rita Shyamsunder Agarwal जन्म वर्ष /-४०ar of Birth : 1968 ন্সী / Female



5783-8115-7107

आधार — सामा<del>चि माणसाचा</del> अधिक्रीर

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सोमवार,09 सप्टेंबर 2019 7:08 म.नं.

दस्त गोषवारा भाग-1

वदर4

दस्त क्रमांक: 8152/2019

दस्त क्रमांक: वदर4 /8152/2019

बाजार मुल्य: रु. 1,11,49,000/-

मोबदला: रु. 1,72,89,980/-

भरलेले मुद्रांक शुल्क: रु.10,37,400/-

दु. नि. सह. दु. नि. वदर4 यांचे कार्यालयात

अ. कं. 8152 वर दि.09-09-2019

रोजी 7:03 म.नं. वा. हजर केला.

पावती:9477

पावती दिनांक: 09/09/2019

सादरकरणाराचे नाव: रीता अग्रवाल

नोंदणी फी

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दस्त हाताळणी फी

₹. 3400.00

पृष्टांची संख्या: 170

एकुण: 33400.00

दस्त हजर करणाऱ्याची सही:

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ट्राबई उपनगर जिल्हा

मुद्रांक शुल्कः (एक) कोणत्याही महानगरपालिकेच्या हृद्दीत किंवा स्थालानी असेलेल्या कोणत्याही कटक क्षेत्राच्या हृद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात शिक्का क. 1 09 / 09 / 2019 07 : 03 : 35 PM ची वेळ: (सादरीकरण)

शिक्का कं 2 09 / 09 / 2019 07 : 06 : 06 PM ची वेळ: (फी)

सह ाज्यह द्वायमधी, बंध के शिक्षारी श्र

मुंबई उपस्थर निल्हा

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प्रतिज्ञापत्र

ऋदर दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुमार नोंदणीस दाखल केलेला आहे. दस्तातील संपूर्ण मजवूर निष्पादक व्यक्ती, साक्षीदार व सोदत जो उलेल्या कागदपत्रांची सत्यता तपासली आहे. दस्ताची सत्यता, वैधता कायदेशीर बाबीसाठी वस्त निष्पादक व कबुलीधारक हे Rules. Assoul संपूर्णपणे जवाबदार राहतील.

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