450/17943

पायती

Original/Duplicate

नोंदर्णा क्रं, :39म

Regn.:39M

Thursday,October 06,2022 1:58 PM

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पावर्ता के.: 19274 - दिनाक: 06/10/2022

गावाचे नाप: **दादर-नायगा**व

दस्तऐयजाचा अनुक्रमांक: **बबई3 -17948-2022**

दस्तएयजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: लीना चैतन्य दाभोळकर

नोदणी फी

조. 30000.00

दस्त हात्राळणी फी

₹. 2200,00

पृष्ठांची संख्या: 110

एकण:

₹. 32200.00

आपणास मुळ दस्त ,धंबनेल प्रिंट,सूची-२ अंदाजे 2:11 PM ह्या वेळेस मिळेल.

बाजार मुल्य: रु.10847671.03 /-

मोबदला रु.11109500/-

भगलेले मुद्रांक शुल्क : रु. 666600/-

सह दुःयम निवंधक, मुंबई-3

सह दुय्यन निदंधक, मुंबई शहर क्र.-३

1) देवकाचा प्रकार: DHC रक्कम: रु.200/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0610202202262 दिनांक: 06/10/2022

र्वंकचे नाव व पना∶

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0610202202185 दिनांक: 06/10/2022

बँकेचे नाव व पनाः

3) देयकाचा प्रकार: eChallan रक्कम: ४.३००००/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH008836451202223E दिनांक: 06/10/2022

वॅकचे नाव व पना:

06/10/2022

सूची क्र.2

द्य्यम निबंधक : सह द्. नि. मुंबई शहर 3

दस्त क्रमांक : 17948/2022

नोदंणी : Regn:63m

गावाचे नाव: दादर-नायगाव

(3) श्रीपट्याचा प्रकार करापनामा
(2) सोपट्या 11109500
(3) श्रीकारभाव(भाडेपट्याच्या 10847671.03
शावित्यपट्याकार आकारणी देती की परंदेदार ने

(4) कुंभापन,पोटहिन्सा व घरकमाळ(असल्याम) - 1) पालिकेचे नाव:मुंबर्ड मनपा इतर वर्णन :सदनिका नं: 3404, माळा नं: 34 वा मजला, इमारतीचे नाव: रूपारेल नोदा, इलॉक नं: परळ डिव्हिजन मुंबर्ड 400012, सेड : जी डी आंबेकर मार्ग,केरबार्ड वाडिया रोड, इतर माहिती: घरा कार्पेट एरिया 368 ची कुट,सोबत एक कार पार्किंग,सी टी एस नं 177.((C.T.S. Number : 177 PART

:))

(5) क्षेत्रफळ

1) 37.62 चौ.मीटर

(6)आकारणी किंवा जुई। देण्यात अमेल तेव्हा.

(7) दश्योपवज करन देणा-या/लिहन ठेवणा-या पक्षकाराचे नाथ विद्या दियाणी न्यायालयाचा इकुमतामा किंवा आदेश असस्यास,प्रतिदादिचे लाव व पना 1): नाव:-धी सुखकर्ता डेव्हलपर्स प्रायव्हेट लिमिटेड चे संचालक व अधिकृत हस्ताक्षरकर्ता धी. अमित महेंद्र रुपारेल यांच्या वतीने कृतमुखन्यार धी समीर अशीक खाडे चय:-41; पत्ता:-प्लॉट नं: ऑफिस , साळा नं: पहिला मजला , इमारतींचे नाव: रुपारेल अयरिस, ब्लॉक नं: माटुंगा रोड पश्चिम , रेंग्ड नं: प्लॉट नं 273, विस वाझारच्या जबळ ,सेनापती बायट मार्ग , महाराष्ट्र, सुंबर्ड, पिन कोड:-400016 पॅन नं:-AATCS3173L

(8)दरनऍश्रज करन घंणाऱ्या पक्षकाराचे व किंवा दिवाणी न्यायालक्ष्मचा हुपमनामा किंवा आदेश लगत्काम प्रतिशादिचे नात य पना 1): नाथ:-सीना चैतस्य बाभोळकर वय:-30; पत्ता:-प्लॉट नं: 303/40, माळा नं: -, इमारतीचे नाव: सुलोचना वाने सदन , ब्लॉक नं: बरळी कोळीवाडा, बरळी, मुंबई , रोड नं: बारस लेन, महाराष्ट्र, मुम्बई. पिन कोड:-400030 पॅन नं:-8BRPB9704M

2): नावः-चैतन्य हेमंत दाभोळकर वयः-34; पना:-प्लॉट नं: 303/40, माळा नं: -, इमारतीचे तावः सृलोजना याने सदन , ब्लॉक नं: वरळी कोळीबाडा, वरळी, मुंबई , रोड नं: बारस लेन, महाराष्ट्र, मुम्बई. पिन कोड:-400030 पॅन

ਜਂ:-AOZPD4653D

(9) कश्यमंत्रज्ञ स्थल दिल्लाचा दिनाकः

06/10/2022

(10)दरम मोदर्णा केयबाधा दिसांक

06/10/2022

(11)अभक्रमाक खंड व एउ

17948/2022

(12)ब्राजारभावाप्रमाण सुद्रोक शुरक

666600

(13)द्याज्ञारभावाप्रमाणे नोंदणी शस्क

(14)×⊤¹⊺

30000

मध्यकितासकी विचासक घेतलेका तपशील:-:

मध्यक्र शुल्क आकारतानर निवादलेखा अनुच्छेद :- (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

सुलभ व्यवहारासाठी नागरिकांचे सक्षमीकरण

दस्तऐद्यज्ञ नरेंद्रणीनंतर मिळकत पत्रिका/ कर नोंदबही अद्ययावन करणे गरजेचे आहे. या श्राबद्रारयचे विवरण पत्र ई-मेल द्वारे बृहत्मुंबई महानगरपालिकेस पाठविणेन आलेला आहे. आतः हे दस्तऐदाज दाखल करण्यासाठी कार्यालयात स्वतः जाणेची आवश्यकता नाही.

Integrated Governance enabling You to Do Business Easily

It is necessary to update Relevant records of Property/ Property tax after registration of document.

Details of this transaction have been forwarded by Email (dated 06/10/2022) toMunicipal Corporation of Greater Mumbal.

No need to spend your valuable time and energy to submit this documents in person.

Payment Details

Sr.	Purchaser	Туре	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	Shree Sukhakarta Developers Pvt Ltd	eChallan	69103332022100610789	MH008836451202223E	666600.00	SD	0004355436202223	06/10/2022
2	·	DHC		0610202202262	200	RF	0610202202262D	06/10/2022
3		DHC		0610202202185	2000	RF	0610202202185D	06/10/2022
, 4	Shree Sukhakarta Developers Pvt Ltd	eChallan		MH008836451202223E	30000	RF	0004355436202225	¹ 06/10/2022

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

AGREEMENT FOR SALE

BETWEEN

SHREE SUKHAKARTA DEVELOPERS PRIVATE LIMITED

AND

- (1) MRS. LEENA CHAITANYA DABHOLKAR
- (2) MR. CHAITANYA HEMANT DABHOLKAR

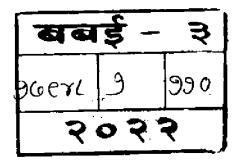
FLAT NO. 3404 ON 34th FLOOR RUPAREL NOVA





		मूल्याकन	पत्रक (शहरी क्षेत्र - बांधीय)		
Valuation ID	202210062	855	-		06 October 2022,01:20:40 Pt
मूल्यांककाच वर्ष	2022		•		
Egregii	म् <i>थई</i> (भेन)				
मृत्य व्याग	14-दादर नायगाव डिव्हीव	á-a	•		
३घ मृत्य विभाग	भुभाग पुर्वेस स्फी अहमद	किडवाई मार्ग, पश्चिमेस जी,डी	आंधेकर रोड, उनरेस न्ययगाय झॉस रोड नं.26	, विभाग ४६, दक्षिणेस विभाग हर, जेंग्	बाई वाडीया भागे.
सक्तें नवर /न भू ऋषांकः	ક્ષિટી પ્લ નવ <i>ાં</i> 177				
वार्षिक मूल्य दर नक्त्यानुसार मूल	बदर रु.				
खुली जमीन	निवासी स्टर्निका	कार्यालय	दुकान	औद्योगीक	मोजगापनाचे एकक
99240	223070	256530	278840	218120	चौरस मीरर
याधीय क्षेत्राची माहिती					
ताधकार क्षेत्र(Built Up)-	37.62बीरस पीटर		निवासी सदिनिक	मिळकशीचा प्रकार-	ઢાર્ધાન
बाघवःधाच ३मॉकम्प-	1-अए सी सी	मिळवातीचे चय-	0 TO 244	जांधकामाचा दर् -	Rs.30250/-
स्टबाइन मुचिधा-	आहे	Hofeli •	31st floor And Above		
स्या। सन्ध्धा -					
Sale Type - First Sale					
	Property constructed after	e aisanlas de 02/01/20	110		
त तला भिक्षय घट/बाड		120% apply to rate	e≃ Rs.267684/-		
त तला भिक्षय घट/बाद		120% apply to rate	e= Rs.267684/-		CUB REDI
तक्ता निहास घटियाह प्रसा-जानुसार मिळकतीचा प्रति	मी. मीटा मृत्यदर		e™ Rs.267684/- - क्ष•पा अमिनीचा दर) * धस्त-पातुमसा टबकेबस	ी) के सुल्या अगिनीचा दा)	SUB-REGIS)
	में, मीटा मृत्यदर	-(((वार्षिक मृत्यत्य	-		SUB-REOIS
	में, बीटा मृत्यदर	-(((वार्षिक मृत्यत्य	- खुल्या जमितीचा हर) * धशा-धानुस्या रक्केडध 4-99240) * (100 / 100) }+9924		SUB-REOIS
पसा-गानुसार भिळकतोच्यः प्रति ।	·	-(((वार्षिक मृत्यस्य - ((1267684	 - खुन्या जमितीचा १८) * धशा-पानुस्या रवकेवर्थ 4-99240) * (100 / 100) }+9924 4/-		SUB-REO/8
पशा-गानुसार भिळकतोच्यः प्रति ।	·	=(((वार्षिक मृत्यदर * ((26768 - Rs.26768	 - खुन्या जमितीचा १८) * धशा-पानुस्या रवकेवर्थ 4-99240) * (100 / 100) }+9924 4/-		SUB-REGIO
पशा-यानुसार भिक्कातीचर प्रति ।	·	=(((वर्षिक मृत्यदर = (({267684 = Rs.267684 वरील प्रमाणं मृत्य स् * फि	 - खुन्या जमितीचा १८) * धशा-पानुस्या रवकेवर्थ 4-99240) * (100 / 100) }+9924 4/-		SUB-REOIS PAR
पमा-नान्त्वाः मिळकतीचः प्रति । १८८ म् ११ मुख्य गिळकतीचे पृत्य		=(((वर्षिक मृत्यस्य * (((267684 = Rs.26768+ :- वरील प्रमाणं मृत्य श. * फि = 267684 * 37.62	 - खुन्या जमितीचा १८) * धशा-पानुस्या रवकेवर्थ 4-99240) * (100 / 100) }+9924 4/-		SUB-REOIS)
पत्ता-नान्त्वाः मिळकतीचः प्रति । १) - मृज्य गिळकतीचे पृत्य		=(((वर्षिक मृत्यस्य = ((1267684 = Rs.267684 = वरील प्रमाणे मृत्य से १ कि = 267684 * 37.62 = Rs.10070272.08/-	- क्षुन्य अभिनीचा स्र) * धशा-धानुष्या रहकेवध 4-99240) * (100 / 100))+9924 4/- अक्टनीचे क्षेत्र		SUB-REOIS
प्रमान्यास्तार मिळकतीचाः प्रति । 🐧 मुख्य मिळकतीचे मूल्य 🐧 परिस्ट चाइन तलाचे क्षेत्र		=(((वर्षिक मृत्यस्य = ((1267684 = Rs.26768+ = यभेल प्रमाणे मृत्य स्, * कि = 267684 * 37.62 = Rs.10070272.08/- 13.94 बोम्स धीटन	- क्षुन्य अभिनीचा स्र) * धशा-धानुष्या रहकेवध 4-99240) * (100 / 100))+9924 4/- अक्टनीचे क्षेत्र		SUB-REDIS JALO
प्रमान्यास्तार मिळकतीचाः प्रति । 🐧 मुख्य मिळकतीचे मूल्य 🐧 परिस्ट चाइन तलाचे क्षेत्र		=(((वार्षिक मृत्यत्व - (((267684 - Rs.267684 - वरील व्याणे मृत्य श. * कि - 267684 * 37.62 = Rs.10070272.08/- 13.94 केंग्स शहर (3.94 * (223070 *	- क्षुन्य अभिनीचा स्र) * धशा-धानुष्या रहकेवध 4-99240) * (100 / 100))+9924 4/- अक्टनीचे क्षेत्र		SUB-REDIS JALLA
प्रशान्तान्त्रतः मिळकतीचाः प्रति । () पृष्ट्य गिळकतीचे पूर्व्य () प्रविद्या चाह्य तन्त्राचे क्षेत्र प्रतिस्त चाह्य तन्त्राचे पूर्व्य	— ,10,4,16 — ,10,4,16	=(((वर्षिक मृत्यव्य - (((267684 - Rs.267684 - बगेल ब्रमाणे मृत्य १, * कि = 267684 * 37.62 = Rs_10070272.08/- 13.94 बोग्स चीटम (3.94 * (223070 * - Rs_777398 95/-	- खुल्या जिमतीचा १८) * धशा-धानुस्या रहकेवार्थ 4-99240) * (100 / 100))+9924 4/- छक्ततीचे शेष * 25/100)	AO)	SUB-REOIS TURBE
पसा-नानुसर मिळकतीचा प्रति । (१) पृथ्य गिळकतीचे पूर्व (१) प्रतिक चाहन तकाचे थेव प्रतिक चाहन तकाचे पुरुष Applicable Rules	— ,10,4,16 - मुख्य मिळवनीचे पूटण । + ब्रमाहती जोवहींस्था मूहण	=(((वार्षिक मृत्यत्य - (((267684 - Rs.267684 - वरील व्यामी मृत्य श. * फि - 267684 * 37.62 - Rs.10070272.08/- 13.94 वीर्य पीट्य (3.94 * (223070 * - Rs.777398 95/-	- खुल्या जमितीचा रह) * धशा-यानुस्तर रहकेवा 4-99240) * ((00 / 100))+9924 4/- जकतीचे क्षेत्र * 25/100) 	AO)	प्रमुख प्रस्थ गळाचे पूर्ण
पसा-नानुसर मिळकतीचा प्रति । (१) पृथ्य गिळकतीचे पूर्व (१) प्रतिक चाहन तकाचे थेव प्रतिक चाहन तकाचे पुरुष Applicable Rules	— ,10,4,16 - मुख्य फिल्डमीः प्रृत्य । + अगली जावलीका खुःस - A + B → C ।	=(((वर्षिक मृत्यस्य = (((267684 = Rs.267684 = 267684 * 37.62 = Rs.10070272.08/- 13.94 केस्ट श्रीट्र- (3.94 * (223070 * - Rs 777398 95/- क्रम्मार्थ पृत्य + महनाईम मजना आ (जामन पृत्य + महनाईम मजना आ (जामन पृत्य + महनाईम मजना आ	- জ্বন্ধ সমিনীতা হং) * থধা-খানুষয় হৰজ্ব। 4-99240) * (100 / 100))+9924 4/- সক্ষনীৰ্ব হাৰ * 25/100) হৈ মূন্য । সমূন্যথা দক্ষাৰি মূম্ম + জীল গ্ৰহণাৰ মূ কিলিক ৰাজ্যন	AO)	Fued action agree matrix year
पसा-नानुसा विक्रकतीचा प्रति । () पृथ्व विक्रकतीचे पूल्य () प्रतिक प्राप्त तन्त्राचे थेव प्रतिक प्राप्त तन्त्राचे प्रत्य Applicable Rules	— ,10,4,16 - मुख्य फिल्डमीः प्रृत्य । + अगली जावलीका खुःस - A + B → C ।	=(((वर्षिक मृत्यव्य - (((267684 - Rs.267684 - aग्रेल प्रमाणे मृत्य १) * कि - 267684 * 37.62 - Rs.10070272.08/- 13.91 बोग्स पीट्स (3.94 * (223070 * - Rs.777398 95/- कामार्थ मृत्य - प्रह्माईन मजना आ (जामेन मृत्य - बीहान बारकर्ता । व (3.1 E + F + G +)	- खुल्या जमितीचा रह) * धशा-यानुस्तर रहकेवा 4-99240) * ((00 / 100))+9924 4/- जकतीचे क्षेत्र * 25/100) 	AO)	Full store ages stored specific

Home Print



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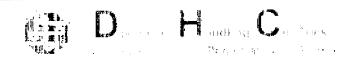
Department of Stamp & Registration, Maharashtra Receipt of Document Handling Charges PRN Date 06/10/2022 0610202202185 Received from SHREE SUKHAKARTA DEVELOPERS PVT LTD, Mobile number 000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Mumbai City 3 of the District Mumbai District. Payment Details **Bank Name** Date 06/10/2022 sbiepay REF No. 202227982286006 Bank CIN 10004152022100602022

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

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Receipt of Document Handling Charges

PRN 0610202202185

Receipt Date 06/10/2022

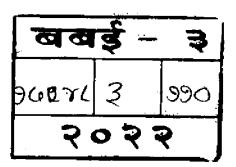
Recaived from SHREE SUKHAKARTA DEVELOPERS PVT LTD, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 17948 dated 06/10/2022 at the Sub Registrar office Joint S.R. Mumbai City 3 of the District Mumbai District

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Payment Details

Bank Name	sbiepay	Payment Date	06/10/2022
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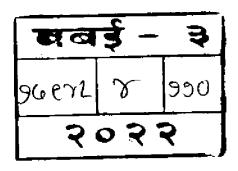
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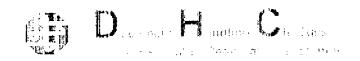


Receipt of Doo	cument Handling Charges	
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Receipt of Document Handling Charges

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Receipt Date

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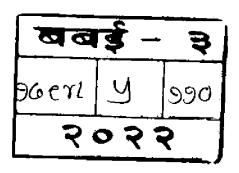
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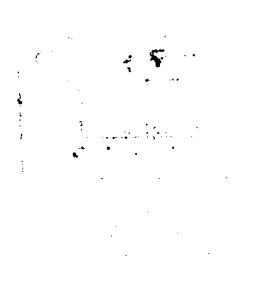
Payment Details

Bank Name	sbiepay	Payment Date	06/10/2022
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CHALLAN MTR Form Number-6



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Department ID : Mobile No. : 00000000000 NOTE:-This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोदंणी करावयात्या दत्तांसाठी लागु आहे. नोदंणी न करावयाच्या दस्तांसाठी सदर चलन लागु नाही.



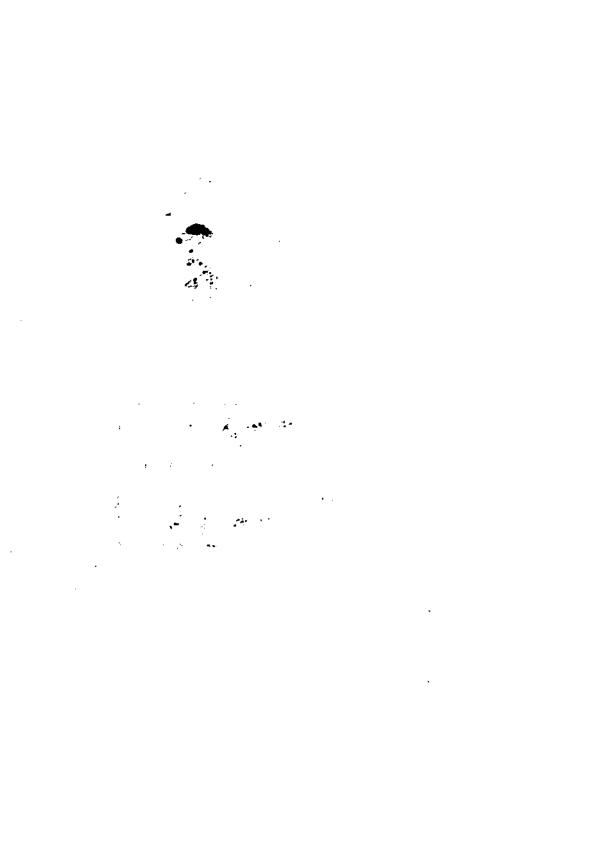


CHALLAN MTR Form Number-6



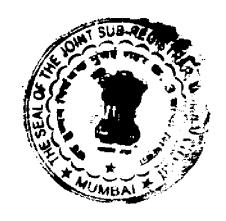
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Department Inspector General Of Registration				Payer Details	·		
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Type of Payment Registration Fee		PAN No.(If	(pplicable)) AATCS3173L			
Office Name BBE3_JT SUB REGISTRA MUMBALCITY 3		Full Name Shree Sukhakarta Developers		pers Pvt Ltd			
Location MUMBAI							
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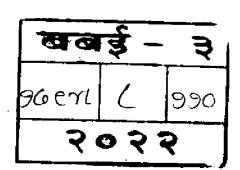
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AGREEMENT FOR SALE

THIS ARTICLES OF AGREEMENT made at Mumbai this day of October in the Christian American Two Thousand and Twenty Two (2022).

BETWEEN

BETWEEN

CHARACTA DEVELOPERS PRIVATE LIMITED. a company incorporated under the

SHREE SUKHAKARTA DEVELOPERS PRIVATE LIMITED, a company incorporated under the Companies Act. 1966, having its corporate office at 1st Floor, Plot No. 273, Near Big bazaar, Senapati Bapat Marg, Matunga Road (W), Mumbai - 400016, hereinafter referred to as "THE PROMOTER" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its administrators, successors in business and assigns) OF THE ONE PART;

AND

(1) MRS. LEENA CHAITANYA DABHOLKAR AND (2) MR. CHAITANYA HEMANT DABHOLKAR, an / both adult/s, of Mumbai Indian Inhabitant/s residing at 303/40, Sulochana Bane Sadan, Waras

WHEREAS:

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A. The Municipal Corporation of Greater Mumbai ("MCGM") is the owner of the property being all that piece and parcel of land together with the structures standing thereon admeasuring about 10,602.85 sq.mtrs. or thereabouts bearing Cadastral Survey No. 177 (pt), 180 (pt), 183 (pt), 184 (pt), 185 (pt), 186 (pt), 187 (pt), 188 (pt), 189 (pt), 190 (pt), 192 (pt), 193 (pt), 195 (pt), 196 (pt), 197 (pt), 198 (pt), 202 (pt), 215 (pt) & 221 (pt) of Dadar Naigaon Division in Sewree Wadaia Estate Scheme No. 57 in F/S ward of MCGM, in the Registration District and Sub-District of Island City of Mumbai, under SRA Scheme/Provisions, and shown delineated in RED colour boundary line on the Plan annexed and marked as ANNEXURE "A" hereto and more particularly described in the First Schedule hereunder written (hereinafter referred to as "the said larger property").

The said larger property is occupied by slum dwellers/occupants/tenants who are residing with their respective families in their respective structures / hutments. These slum twellers/occupants/tenants have proposed to form a society by the name "Mamta Sahakari uha Nirman Sanstha (Proposed)" to be registered under the Maharashtra Co-operative pieties Act (hereinafter referred to as "the said society").

le said larger property is completely occupied by proposed members of the said proposed society/tenants/occupants.

By a Special General Body Meeting, the said society vide its Resolution interalia resolved to grant development rights in respect of the said larger property to the Promoter, the development work of the said property, under Regulation No. 33 (10) of the Development Control Regulation for Greater Mumbai 1991.

By a Development Agreement dated 30th May, 2006, made and entered into between the Promoter (therein referred to as "the Developers") of the One Part and the said society through its authorized committee members/office bearers (therein referred to as "the society") of the Other Part the society therein agreed to grant all the development rights in respect of the said larger property to the Promoter, for the consideration and on the terms and conditions more particularly set out therein.

By an Irrevicable Power of Attorney dated 30th May, 2006, the Society appointed the said Promoter as its Constituted Attorney interalia to obtain various statutory permissions, carry on construction / development works on the said property, to sell the premises to be constructed from the FSI / benefit available and to receive the consideration amount from the sale thereof and to do various acts, deeds, matters and things in respect of the said larger property.

G. The appropriate authority i.e. the Ward Officer F/South Ward of Brihanmumbai Mahanagar Palika has on 16th April, 2008 issued Annexure II bearing No. SRA/F-D/02661/Slum, setting out details of the eligible and non-eligible slum dwellers in respect of the said larger property

- J. The Promoter also obtained individual irrevocable consents and have entered into separate individual agreements with majority of the slum dwellers/tenants/ occupants on the said larger property.
- K. Pursuant to the aforesaid, the Slum Rehabilitation Authority have issued Letter of Intent dated 22nd January, 2019 bearing No. SRA/ENG/1596/FS/ML/LOI ("the said LOI") to M/s. Shree Sukhakarta Developers, interalia granting permission for the proposed Slum Rehabilitation Scheme on the said larger property in accordance with Development Regulation NSU39330 and Appendix IV of the amended Development Control Regulations for Greyle Musical 1534 on the terms and condition setout therein. A copy of the said LOI is warreled to the Said ANNEXURE "B".
- L. Thereafter the Promoters have obtained the (iii) Intimation of Approval CAL dated February 2019, bearing No. FS/MCGM/0051/20060825/AP/S3 in respect of the Sale Building No 3 on portion of the said property. A Copy of the IOA of the Sale Building No 3 is thereto as ANNEXURE "C".
- M. The Promoters have obtained Commencement Certificate (C.C.) dated 7 February 2949 bearing F-S/MCGM/0051/20060825/AP/S3 in respect of the Sale fullding No. 3 is annexed hereto and marked as ANNEXURE "D"
- N. Earlier the layout was duly approved by the Slum Rehabilitation Authority (Incel 2) er Period to as "the SRA") for the said scheme. As per the present approved layout the Promoter acconstructing further building on a portion of the said Larger Property (hereinafter referred to as "THE SAID PROPERTY").

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- O. The The Promoters further state that they are constructing the said property, an annex building consisting sale Building no 3 comprising of Ground/Still plus 45 (Fortyfive) Upper floors (including Fungible FSI Floor/s) or more upper floors, (including 2 nos automated car parking towers) subject to sanction and permission to be obtained from the concerned authorities, which shall be allotted by the Promoters (hereinafter referred to the "THE SALE BUILDING NO 3") subject to approval to be obtained from concerned authorities. The name of the said proposed building (i.e. the Sale Building No 3) shall be "RUPAREL NOVA".
- P. The Promoters hereby declares that the Floor Space Index available as on date in respect of the S. R. A. Scheme Land in respect of the said larger property for construction of necessary rehabilitation buildings as well as free sale buildings on the property and which *inter alia* permitted total built up area of 43,716.00 square meters or thereabouts (Excluding Fungible FSI & TDR) out of which rehabilitation built up area would be 17,641.99 square meters and

along with any of the Adjoining Lands in which event there will be joint development of both/ all such properties. There will be additional re-habilitation building/s to rehabilate the slum dwellers/occupants/ tenants of such other properties and there shall be further floors / wings / buildings for the sale component in respect of such other land / properties. The Promoter shall be entitled to make necessary changes in the plans as they may deem fit

R. The Promoter shall in their sole discretion be entitled to change the area and/or location of the said Building/s, any Car Parking Towers/Area/Spaces, recreation area, garden or sewerage treatment plant or other specifically earmarked areas as they may desire and make any amendments, modifications and/or changes therein.

e premises, the Promoter is absolutely entitled to the development rights in respect of the said property and entitled to develop the said larger property in the manner as it may deem fit and proper, save and except the area to be provided for the rehabilitation of the hutment dwellers.

Promoter has, subject to the terms and conditions of the aforesaid Special General Body Resolutions, Development Agreements, Irrevocable Power of Attorneys, Annexure II Annexure III, the Letter of Intent & Revised Letter of Intent/s, the IOA & Revised IOA's, the C.C. & Revised C.C.'s, the Chief Fire Officer NOC and the Development Plan Remarks and other permission and approvals of plans, etc. referred to herein and any amendments, modifications and/or changes therein, the sole and exclusive right to sell and/or otherwise deal with the aforesaid all sale building/s and the premises / flats / units / parking space or any other premises to be constructed by the Promoter on the said properties/ the SRA Scheme land and to enter into agreement/s with the Allottee/s of the premises, flats, automotive / mechanical parking spaces, stack parking, stilt parking's, etc. and to receive the sale proceeds in respect thereof.

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The Fromoter have appointed an Architect registered with the Council of Architects and have also appointed a Structural Engineer for the preparation of structural designs and drawings of the said building and the Promoter accept the professional supervision of the Architect and Structural Engineer till the completion of the said Building/s and other buildings.

In these circumstances, the Promoter is in process of constructing the rehab building/s and the aforesaid sale building/s and other buildings including commercial building/s on the said property and are selfing and transferring the premises on ownership basis, premises, flats, units in the said sale Building/s and other buildings including commercial building/s and are allotting the specific exclusive user of vehicle parking spaces in open / basement / strt / vehicle parking space and other premises in the aforesaid Car Parking Spaces.

W. The Promoters shall be entitled to change the area and/or location of the Sale Building recreation area, garden or sewerage treatment plant or other specifically earmarked areas as they may desire and make any amendments, modifications and/or changes therein.

modifications and/or changes therein, the sole and exclusive right to sell and/or otherwise deal with the Sale Building/s and other building/s including commercial building/s and the premises / flats / shop / parking space or any other premises to be constructed by the Promoters on the said property / The Scheme Land and to enter into agreement/s with the Allottee/s of the premises, flats, parking space etc. and to receive the sale proceeds in respect thereof

- Z. The rights of the said M/s. Shree Sukhakarta Developers a partnership firm got converted transferred into Shree Sukhakarta Developers Private Limited
- AA. At the instructions of the Promoters, Santosh K. Singh, Advocate has investigated the life of the Promoters to the said larger Property, and the said Advocate by his Title Certificate dated 19th February 2019, interalia opined the Promoters are authorised and entitled to dayed the Sale Building No 3 on the portions of said property and construct buildings thereon and sell the premises therein. A copy of the said Title Certificate is also annexed hereto and marked as ANNEXURE "E".
- BB. The aforesaid development is a Slum Rehabilitation Scheme wherein the Free Sale FSI/TDR is generated as a cross-subsidy due to construction of Rehabilitation units of slum dwellers/occupants and by payment of requisite premium for the Fungible FSI/Area. The aforesaid FSI/TDR/Fungible FSI belongs solely to the Promoter who may decide where, when and how to use/load/consume the same within the said Property/the said scheme land or any part thereof. The Rehab Building/s, Composite Building/s & Sale Fullating/s and other building's including commercial building/s is part of the properties being executed by the property. The development for the larger property is being done in an organized fashion i.e. in a phase-wise manner and shall be in the discretion of the Promoter;
- CC. The Promoters shall be installing an electric substation constructed by BEST of ATA or Reliance Energy (now known as Adam Electricity) on a portion of the said property.
- DD. The Promoters have got approved from the concerned local authority, the plans, specification, elevations, sections and details of the said sale building no 3 (i.e. Ruparel Nova). It has been clarified that the said plans, specification, elevations, sections and details of the said Sale Building No 3 "Ruparel Nova", may be altered, modified, changed, etc., as it may be required for obtained any approval, permissions, sanctions, etc., from the concerned authorities and that the Allottee/s have given its Irrevocable Consent and approval for the same as required under the provisions of section 14(2)(i) and 14(2)(ii) of the Real Estate (Regulations and Development) Act 2016 and the Purchasers hereby agrees and undertakes that they shall in no event challenge and or dispute for the same in any manner whatsoever.
- EE. The Promoters have accordingly commenced construction of the said Sale building/s and

Premises is required to be altered and or modified and or changed, then the Promoters will obtain the consent from the Allottee/s.

Allottee/s demanded from the Promoters and the Promoters have given inspection to the Allottee/s of all the documents of title (including all the documents referred under this Agreement) relating to the said entire property including the true copy of the plans, designs and specifications prepared by the Promoters' Architect and of such other documents as are step ied under the Real Estate (Regulation & Development) Act 2016, and the rules made the entire and the Allottee/s confirm having seen, perused, verified and understood the said documents, writing etc., fully and have thereafter agreed to enter into this Agreement with the full knowledge thereof realizing that this Agreement is subject to the terms and conditions on all d in the above mentioned documents.

ne Promoters have registered the Project known as "RUPAREL NOVA" as per the provision under the Real Estate (Regulations & Development) Act 2016 ("RERA Act"), accordingly the Mañarashtra Real Estate Regulatory Authority has issued Registration Certificate of Project. Form "C", under rule 6 (a) on 15th March 2019 under no "P51900019946". A copy of Registration Certificate of Project dated 15th March 2019, is annexed as the ANNEXURE "F" hereto.

II. The Premises / Flat Purchaser/s applied to the Promoters for allotment of the Premises / Flat No. 3404 on the 34th Floor, in the proposed sale building no 3 to be constructed on the port on of the said larger property and to be known as "RUPAREL NOVA" on the said property and more particularly described in the Second Schedule hereunder written (the said flat are hereinafter referred to as "the said premises/ flat/s") for the sale price / total consideration of Rs.1,11,09,500/- (Rupees One Crore Eleven Lakhs Nine Thousand Five Hundred Only) ("Total Consideration").

This agreement is entered into by the Allottee/s on a specific understanding that the Allottee/s shall not insist upon the Conveyance / Lease being executed in favour of the proposed/said Society until the entire development of the project known as "Ruparel Nova" is complete in all aspects and Building Occupation/Completion Certificate is received.

KK. Relying upon the application, declarations, representations, assurances and agreement herein contained the Promoters have agreed to sell to the Allottee/s the said Premises/flats at the price and on terms and conditions hereinafter appearing.

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LL. The Promoter reserves to itself the right to make such alterations, additions and/or in the layout/building plans as may be deemed necessary by the Promoter, without affecting the said Premises agreed to be sold hereunder to the Allottee/s and consequent thereto construct such additional premises as permissible under the Development Control Regulations and/or by MCGM and other concerned authorities from time to time. The Allottee/s hereby grant their irrevocable consent on the same

NN. Under provisions of RERA, the Promoter is required to execute a written Agreement for Sales in respect of the said Premises agreed to be sold to the Allottee/s and the Parties are therefore, executing these presents. The Allottee/s shall lodge this Agreement for registration before the concerned Sub-Registrar for Registration and upon intimation of the said 4 in the Promoter, the Promoter shall attend the office of Sub-Registrar and admit execution the said as to get it registered under the provisions of Indian Registration Act, 1908.

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

 It is agreed between the parties hereto that all the recitals of this Agreed parcel of operative part of this Agreement and shall be read accordingly.

Agreement shall form part and ordingly.

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2. The Promoters are as aforesaid constructing sale building no 3 on the portion of property to be known as "RUPAREL NOVA" and shall construct the alongwith basement and other space reserved for parking vehicles on the portion of the said larger property, in accordance with the plans, specifications and designs approved/that may be approved by Slum Rehabilitation Authority (SRA) or other appropriate local authority, which have been seen and approved by the Allottee/s, with such variations and modifications as the Promoter may consider necessary or as may be required by the concerned authorities or government from time to time or become necessary due to architectural and structural reasons. The Allottee/s is aware that at present building plans in respect of the said Sale Building No 3 are sanctioned up to 39 slabs. The Promoter will in due course of time, submit amended plan in respect of the said Sale Building No 3 so that ultimately the sale building shall consist of 40 (Forty) Floors or more floors (including Fungible FSI Floor/s). This shall operate as an irrevocable consent in writing of the Allottee/s to the Promoter carrying out such changes in the building plans. PROVIDED THAT if such variations and modifications relates to addition and alteration in lay-out plan of the Sale Building No 3 or common area then the Promoter shall before carrying out such addition or alteration in lay out plan or specification of the building or common area obtain prior consent as required under the Act of the Allottee/s who have agreed to take Said Premises in such building. PROVIDED FURTHER that the Promoter is entitled to implement the Scheme to the fullest extent by carrying out such additional development and/or alterations and/or additions and/or modifications in the said building and/or other building/s to be constructed on the said larger Property, more particularly described in the First Schedule hereunder written. This shall operate as an irrevocable consent in writing of the Allottee/s to the Promoter carrying out such changes in the building plans. If the building/Wing, in which the Allotee/s have agreed to acquire the premises, are completed earlier than other Buildings / Wing on the said Property, the Allotee/s confirms that the Promoter then will be entitled to utilize any FISI whether TIDIR, or any other benefits or otherwise, which may be available on the said property, the said larger property or any part thereof or any adjoining property or properties as

or internal road and passages and such other area or areas which the Promoter may desire to realign and redesign. If the building/Wing, in which the Purchaser/s have agreed to acquire the remises, are completed earlier than other Buildings / Wing on the said Property, the ser/s confirms that the Promoter then will be entitled to utilize any F.S.I. whether T.O.R. wher benefits or otherwise, which may be available on the said property, the said larger r any part thereof or any adjoining property or properties as the case may be, written inding anything else contained herein, till the construction of the building "Ruparet Ind other sale building/s including the commercial building/s and other buildings fig the commercial buildings to be constructed on the said property / the scheme land are empleted and the F.S.I. and/or T.D.R. and/or the any other benefits available in present or in future on the said property are fully utilized by the Promoter and all the obligations, required to be carried out by the Purchaser/s herein and the other Purchaser/s of premises from the said Promoter, are fulfilled, the Promoter shall not be bound and shall not be called upon or required. to form any Co-operative Society, Limited Company or condominium of Apartment Owners, as the case may be. The Purchaser/s agree and irrevocably consent not to raise any demand or dispute or objection in that behalf

expressly consent to the Promoter re-designing any building or buildings or the recreation area

4. The Allottee/s herein has/have prior to the execution of this agreement independently have seen and perused the title certificate annexed to this agreement and also otherwise satisfied himself/herself/themselves/itself about the title of the Promoters to the said larger property and have accepted the same as it stands and he/she/they/it shall not hereafter be entitled, to further investigate the title of the Promoters and no requisitions or objection shall be raised on any matter relating to the title by the Allottee/s herein after execution of this agreement.

5. The Purchaser/s hereby agrees/agree to purchase from the Promoters and the Promoters hereby agree to sell to the Purchaser/s /Flat / Premises No. 3404, admoasuring 368 sq ft RERA carpet area on the 34th floor, from the ground level (lower floors may include still + podiums

NOVA" being the premises more particularly described in the Second Schedule hereunder written delineated in RED colour boundary line on the floor plan thereof hereto annexed and marked as ANNEXURE "G", together with an exclusive right to use 1 (One) vehicle parking being the common area (hereinafter the said flat and basement/stilt/podium/open parking space are jointly referred to as "the said Premises"), for the price of Rs. 1,11,09,500/-(Rupees One Crore Eleven Lakhs Nine Thousand Five Hundred Only) including the proportionate price of the common areas and facilities appurtenant to the said premises, extent and description of the common/limited common areas and facilities as more particularly mentioned hereunder. The Allottee/s has paid to the Promoters on or before the execution of this agreement a sum of Rs. 20,99,841/- (Rupees Twenty Lakhs Ninety Nine Thousand Eight Hundred Forty One Only) as and by the way of earnest money and hereby agrees by pay to the Promoters the balance amount of Rs. 90,09,659/- (Rupees Ninety Lakhs Nine Thousand Six Hundred Fifty Nine Only). The total consideration of Rs. 1,11,09,500/- (Rupees One Crore Eleven Lakhs Nine Thousand Five Hundred Only) is to be paid in the following

- (b) a sum of Rs. 22,21,900/- (Rupees Twenty Two Lakhs Twenty One Thousand Wirre Hundred Only), paid on execution of this agreement of the Said Premites.
- (c) a sum of Rs. 16,66,425/- (Rupees Sixteen Lakhs Sixty Six Thousand Hundred Twenty Five Only), to be paid, on completion of Plinth exercity in which the said premises is situated:
- (d) a sum of Rs. 1,11,095/- (Rupees One Lakh Eleven Thousand Ninety Experiments) be paid, on completion of 1st slab of the building in which the said premises is situated;
- (e) a sum of Rs. 1,11,095/- (Rupees One Lakh Eleven Thousand Ninety Five Only), to be paid, on completion of 2nd slab of the building in which the said premises is situated:
- (f) a sum of Rs. 1,11,095/- (Rupees One Lakh Eleven Thousand Ninety Five Only), to be paid, on completion of 3rd slab of the building in which the said premises is situated;
- a sum of Rs. 1,11,095/- (Rupees One Lakh Eleven Thousand Ninety are Only), to be paid, on completion of 4th slab of the building in which the said premises is situated;
- (h) a sum of Rs. 1,11,095/- (Rupees One Lakh Eleven Thousand Ninety Five Only), to be paid, on completion of 5th slab of the building in which the said premises is situated;
- (i) a sum of Rs. 1,11,095/- (Rupees One Lakh Eleven Thousand Ninety Five Only), to be paid, on completion of 6th slab of the building in which the said premises is situated;
- (j) a sum of Rs. 1,11,095/- (Rupees One Lakh Eleven Thousand Ninety_Five Only), to be paid, on completion of 7th slab of the building in which the said premises is situated;
- (k) a sum of Rs. 1,11,095/- (Rupees One Lakh Eleven Thousand Ninety Five Only), to be paid, on completion of 8th slab of the building in which the said premises is situated;
- (I) a sum of Rs. 1,11,095/- (Rupees One Lakh Eleven Thousand Ninety Five Only), to be paid, on completion of 9th slab of the building in which the said premises is situated;
- (m) a sum of Rs. 55,548/- (Rupees Fifty Five Thousand Five Hundred Forty Eight Only), to be paid, on completion of 10th slab of the building in which the said premises is situated;
- (n) a sum of Rs. 55.548/- (Runees Fifty Five Thousand Five Hundred Forty Fight

(q) a sum of Rs. 55,548/- (Rupees Fifty Five Thousand Five Hundred Forty Eight Only), to be paid, on completion of 14th slab of the building in which the said premises is situated.

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a sum of **Rs.** 55,548/- (Rupees Fifty Five Thousand Five Hundred Forty Eight Only), to be paid, on completion of 15th slab of the building in which the said premises is situated:

a sum of **Rs. 55,548/- (Rupees Fifty Five Thousand Five Hundred Forty Eight Only),** to be paid, on completion of 16th slab of the building in which the said premises is situated;

a sum of Rs. 55,548/- (Rupees Fifty Five Thousand Five Hundred Forty Eight Only), to be paid, on completion of 17th slab of the building in which the said premises is situated;

- a sum of Rs. 55,548/- (Rupees Fifty Five Thousand Five Hundred Forty Eight Only), to be paid, on completion of 18th slab of the building in which the said premises is situated;
- (v) a sum of Rs. 55,548/- (Rupees Fifty Five Thousand Five Hundred Forty Eight
 Only), to be paid, on completion of 19th slab of the building in which the said premises is situated;
 - a sum of Rs. 55,548/- (Rupees Fifty Five Thousand Five Hundred Forty Eight Only), to be paid, on completion of 20th slab of the building in which the said premises is usated;

a sum of Rs. 55,548/- (Rupees Fifty Five Thousand Five Hundred Forty Eight Chly), to be paid, on completion of 21st slab of the building in which the said premises is situated:

sum of Rs. 55,548/- (Rupees Fifty Five Thousand Five Hundred Forty Eight Only), to be paid, on completion of 22nd slab of the building in which the said premises is situated:

- (z) a sum of Rs. 55,548/- (Rupees Fifty Five Thousand Five Hundred Forty Eight Only), to be paid, on completion of 23rd slab of the building in which the said premises is situated;
- (aa) a sum of Rs. 55,548/- (Rupees Fifty Five Thousand Five Hundred Forty Eight Only), to be paid, on completion of 24th slab of the building in which the said premises is situated:

- (dd) a sum of Rs. 55,548/- (Rupees Fifty Five Thousand Five Hundred Forty Fight Only), to be paid, on completion of 27th slab of the building in which the said premises is situated;
- (ee) a sum of Rs. 55,548/- (Rupees Fifty Five Thousand Five Hundred For Eight Only), to be paid, on completion of 28th slab of the building in which the same is situated;
- (ff) a sum of Rs. 55,548/- (Rupees Fifty Five Thousand Five Hundred Forty Eight Only), to be paid, on completion of 29th slab of the building in which be said premises is situated;
- (gg) a sum of Rs. 55,548/- (Rupees Fifty Five Thousand Five Hundred Forty Eight Only), to be paid, on completion of 30th slab of the building in which the said premises is situated,
- (hh) a sum of Rs. 55,548/- (Rupees Fifty Five Thousand Five Hundred Forty Eight Only), to be paid, on completion of 31st slab of the building in which the said premises is situated;
- (ii) a sum of Rs. 55,548/- (Rupees Fifty Five Thousand Fit Only), to be paid, on completion of 32nd slab of the building it is situated;
 - ding in which the said premises
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- (jj) a sum of Rs. 55,548/- (Rupees Fifty Five Thousand Five Hundred to typing of Only), to be paid, on completion of 33rd slab of the building in which the said promises is situated;
- (kk) a sum of Rs. 55,548/- (Rupees Fifty Five Thousand Five Hundred Forty Eight Only), to be paid, on completion of 34th slab of the building in which the said premises is situated;
- (II) a sum of Rs. 55,548/- (Rupees Fifty Five Thousand Five Hundred Forty Eight Only), to be paid, on completion of 35th slab of the building in which the said premises is situated;
- (mm) a sum of Rs. 55,548/- (Rupees Fifty Five Thousand Five Hundred Forty Eight Only), to be paid, on completion of 36th slab of the building in which the said premises is situated;

(qq) a sum of Rs. 55,548/- (Rupees Fifty Five Thousand Five Hundred Forty Eight Only), to be paid, on completion of 40th slab of the building in which the said premises is situated;

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a sum of Rs. 55,548/- (Rupees Fifty Five Thousand Five Hundred Forty Eight Only), to be paid, on completion of 41st slab of the building in which the said premises is situated;

sum of **Rs. 1,11,095/- (Rupees One Lakh Eleven Thousand Ninety Five Only)**, to be paid on completion of Brickwork of your Apartment in which the said premises is situated;

a sum of Rs. 1,11,095/- (Rupees One Lakh Eleven Thousand Ninety Five Only) to be paid on completion of Internal Plastering of your Apartment in which the said premises is situated;

- (uu) a sum of Rs. 1,11,095/- (Rupees One Lakh Eleven Thousand Ninety Five Only), to be paid on completion of Flooring of your Apartment in which the said premises is situated;
- (vv) a sum of Rs. 1,11,095/- (Rupees One Lakh Eleven Thousand Ninety Five Only), to be paid on completion of Doors of your Apartment in which the said premises is is instituted;
 - a sum of Rs. 1,11,095/- (Rupees One Lakh Eleven Thousand Ninety Five Only) to be paid on completion of Window Fittings of your Apartment in which the said expensives is situated;

a sum of Rs. 1,38,869/- (Rupees One Lakh Thirty Eight Thousand Eight Hundred Sixty Nine Only), to be paid on completion of Sanitary Fittings of your Apartment in which the said premises is situated;

sum of Rs. 1,38,869/- (Rupees One Lakh Thirty Eight Thousand Eight Hundred Sixty Nine Only), to be paid on completion of Construction of Staircase of your Apartment Floor in which the said premises is situated;

- (zz) a sum of Rs. 1,38,869/- (Rupees One Lakh Thirty Eight Thousand Eight Hundred Sixty Nine Only), to be paid on completion of Lift Wells of your Apartment Floor in which the said premises is situated:
- (aaa) a sum of Rs. 1,38,869/- (Rupees One Lakh Thirty Eight Thousand Eight Hundred Sixty Nine Only), to be paid on completion of Construction of Lobbies of your Apartment Floor in which the said premises is situated:

- (ddd) a sum of Rs. 1,38,869/- (Rupees One Lakh Thirty Eight Thousand Eight Hundred Sixty Nine Only), to be paid on completion of Elevation of your Apartme which the said premises is situated,
- a sum of Rs. 1,38,869/- (Rupees One Lakh Thirty Eight Thousand (eee) Sixty Nine Only), to be paid on completion of Terrace with Water, the said premises is situated;
- (fff) a sum of Rs. 2,77,738/- (Rupees Two Lakhs Seventy Seven Thousants Seventy Hundred Thirty Eight Only), to be paid on completion of Installation of Lifts in which the said premises is situated;
- (ggg) a sum of Rs. 2,77,738/- (Rupees Two Lakhs Seventy Seven Thousand Seven Hundred Thirty Eight Only), to be paid on completion of Installation of Water Pumps in which the said premises is situated;
- (hhh) a sum of Rs. 2,77,738/- (Rupees Two Lakhs Seventy Seven Thousand Seven Hundred Thirty Eight Only), to be paid on completion of Electrical Fittings of your Apartment in which the said premises is situated;

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- Three and bix dundred For (iii) a sum of Rs. 1,66,643/- (Rupees One Lakh Sixty Six Three Only), to be paid on completion of Electro. Mechanicat & Environmental Requirements in which the said premises is situated
- a sum of Rs. 6,66,550/- (Rupees Six Lakhs Sixty Six Thousand Fig. His di (iii) Only), being the balance amount payable against possession of being offered by the Promoters to the Allottee/s, pending execution of Deed of Lease / Deed of Conveyance in favour of any Co-operative Housing Society or Limited company or condominium of Apartments, as the case may be. The Allottee/s shall without fail and without any delay or default or demur pay the aforesaid installments on its respective due dates, as time in respect of each of the said payments is OF THE ESSENCE OF THE CONTRACT. The Promoters will forward by courier/email/ post to the Allottee/s, intimation of the Promoters having carried out/commenced the aforesaid work, at the address given by the Allottee/s under this Agreement and the Aliottee/s will be bound to pay the amount of installments within seven days of Promoters dispatching such intimation. The Promoters shall keep the certificate of their Architect/s certifying that the Promoters have carried out/commenced the aforesaid work and such certificate will be open for inspection to the Allottee/s at the office of the Promoters. The said certificate shall be valid and binding upon the Allottee/s and the Aliottee/s agree not to dispute the same

drawn in KOTAK MAHINDRA BANK, Escrow A/C No. 2513284632 in favour of "SHREE SUKHAKARTA DEVELOPERS PRIVATE LIMITED"

- The RERA carpet area of the said Premises / Flat is 368 sq. ft. The RERA carpet area includes the netropy able floor area of the Premises, excluding the area covered by the external walls, areas and example area of the Premises, exclusive enclosed balcony / balcony, deck or verandah area and example of example of example of the internal control of example of example of the internal control of example of example of the internal control of example of example of example of the internal control of example of example
 - The Allottee/s is/are aware that in addition to the aforesaid amounts as per present statute GST is 7. leviable on the total consideration payable hereunder and consequently, the amount of each installment payable by the Allotee/s to the Promoter, including any of the aforesaid installments of any part of the total consideration as mentioned in clause no. 5 hereinabove, the Allotee/s will be required to pay the applicable GST to the Promoter in respect of this transaction. The Allottee/s hereby undertake(s) to pay the amount of the applicable GST along with each instalment from the effective date with retrospective effect on which the relevant enactment/notification shall/has come into effect and further shall not dispute or object to payment of such statutory dues. Failure to pay to the Promoter the GST including any part of the aforesaid total consideration as mentioned in clause No. 6 hereinabove, applicable shall be deemed to be a default in payment of amount due to the Persot and will result in termination of this Agreement and forfeiture by the Promoter of the amounts and hereunder, if such payment is not accompanied with the applicable 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 GST or any other taxes become payable hereafter on the amounts payable by the Allotee/s to the Promoter in respect of this transaction and/or aforesaid taxes levied are increased on account of fevision by Authorities, the Allottee/s shall be solely and exclusively liable to bear and pay the same. If the same are not paid as aforesaid, the Allottee/s shall be liable to pay the same with interest at the rate which is the highest marginal cost of lending rate of State Bank of India plus 2% plat thereon before taking possession of the said Premises. The Allotee/s shall forthwith on demand pay to the Promoter the amounts payable by the Allotee/s in order to enable the Promoter to pay the same to the concerned authorities and any other or further amounts

payable by the Allotee/s and the Allotee/s shall pay the same without any protest and there shall be a charge on the said Premises for such unpaid amounts (without prejudice to any other rights that may be available to the Promoter). The Allotee/s hereby indemnifies and agrees to keep the Promoter indemnified for all times against any loss or damage or penalty or prosecution that may be accasioned to the Promoter on account of the Allotee/s failing to pay to the Promoter on

development charges, taxes, cost, or levies imposed by the competent author/tressets. In Promoter shall enclose the said notification/order/rule/regulation published/issues to that being issued to the Allottee/s.

- In case of any dispute regarding the measurement of carpet area and exclusive area discume shall be physically measured after removing all finishes and the cost of remove of his shall be borne by the party that raises dispute in relation to the Carpet Area and Exclusive Afea price payable for the carpet area and Exclusive Area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area then Promoter shall in the discretion of the Promoter either adjust the excess money in the subsequent installment or refund the excess money paid by the Allottee/s within forty-five days. In case of payment beyond 90 days the Promoter shall pay interest at the rate of State Bank of India's highest Marginal Cost of Lending rate + 2% per annum. If there is any increase in the carpet area allotted to the Allottee/s, the Promoter shall demand additional amount from the Allottee/s to be paid to the Promoter within 30 days from the date of confirmation/deemed confirmation of such increase in floor area of the said Premises by both parties. All these monetary adjustments shall be made at the same rate per square moter as agreed in this Agreement
- The promoter has expressly made clear to the Allottee/s that the Promoter has obtained nesessary approvals however, some of the other approvals including amendments of the current approval shall be proposed from time to time and that the Allottee/s has granted an irre-occase collection to the above and entered into this agreement. While carrying out such amendment, the Promoter shall ensure that such amendments shall not affect floor of the said Premises. In case there is a change of floor and / or change in area in the carpet area and exclusive area only then the Promoter shall require a written consent from the Allottee/s for making such amendments in the sanctioned plans from the local authorities. Such consent shall be deemed to have been given by: the Allottee/s if not refused in writing by him/her within 15 days from intimation from the Promoter.

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11. It is expressly agreed that the time for the payment of each of the aforesaid installments of the consideration and other amounts shall be the Essence of The Contract. The said Consideration is derived on the basis that (a) the Promoter shall be entitled to utilise the entire unconsumed and residual Floor Space Index (F.S.I.), if any, in respect of the said Property / the Scheme Land, and the entire increased, additional, future and extra F.S.I. (whether by way of purchase of FSI from the layout and/or purchase of FSI from the authorities by payment of premium or price and/or the change of law and policy and/or the purchase of Transferable Development Rights and/or floating FSI or FSI/benefit against land acquired for road widening, set back or otherwise) before the formation of the Society/Ultimate Body of Allottee/s and even post formation of the Society/Ultimate Body of Allottee/s for a period of 5 years after the execution of the Deed of Conveyance/Lease/Assignment of Lease, as the case may be and/or Conveyance/Lease/Assignment of Lease as, the case may be and/or 5 years after the statutory vesting of the said Sale Building in favour of the Society or federation of societies or apex society

notwithstanding the Allottee/s not having received any intimation in writing to make payment of the same. The Allottee/s shall make all payments of the consideration amount due and payable to the Promoter through an account payee cheque / demand draft / pay order / wire transfer / any other at drawn in favour of the Promoter.

agreed by the Allottee/s that any delay or default in the payment of any amounts under this areeminists the Allottee/s is likely to result in a delay in offering/handing over the possession of unit in Allottee/s herein as also other Allottee/s. Delay in handing over of possession will expose a Developer to harsh consequences. The Allottee/s therefore agrees that nativity and make it is stated in the event of such delay and/or default. In payment of money dues, the Allottee/s shall, apart from what is stated above, be fully responsible for the consequences thereof, whether monetary or otherwise including but not limited to defending any proceedings that may be initiated against the Promoter for delay in handing over possession and for non-payment of any dues payable under this Agreement.

- 13. Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and offering/handing over the Premises to the Allottee/s and the common areas to the association of the Allottee/s after receiving the part/full Occupancy Certificate or the Completion Certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided herein above ("Payment Plan").
- 14. The Allottee/s is aware in accordance with section 194 IA of the Income Tax Act, 1961, TDS has to be deducted @ of 1% of the consideration or such other rate as may be prescribed by Income Tax Authorities from time to time including the amount of taxes, if any, while making any payment to/crediting he account of the Promoter under this Agreement. The amount so deducted by the Allottee/s is required to be paid to the Income Tax Authorities on or before the 7th of the next 990 glish Calendar month. As required under the Income Tax Act, 1961 the amount of TDS deducted shall be paid by the Allottee/s electronically only by using Form No. 26QB. The TDS shall be acknowledged/credited by the Promoter, only upon the Allottee/s submitting the original TDS Certificate within 30 days from the end of the month in which such payment was made or credit was given and the amount of TDS as mentioned in the certificate matches with the data available with the Income Tax Department concerning the tax deducted at source on behalf of the Promoter in the prescribed Form No. 26AS of the Promoter. The Allottec/s further agrees and undertakes that if the Allottee/s fails and/or neglects to deduct the tax at source or fails to pay the same after deduction to the Income Tax Authorities, the Allottee/s alone shall be deemed to be an Assesse in default in respect of such tax and the Promoter shall not be liable for any statutory obligations/liability for non-payment of such TDS. In the event that the Allottee/s fails to deduct such amount and/or to pay such amount to the Government Treasury then the Allottee/s shall be liable to suffer or incur all the consequences including to reimburse the damages or loss which

may be suffered or incurred by the Promoter by reason of non-deposit of such amount in the Government Treasury and/or upon the failure to furnish the Challan/TDS Certificate evidencing

payment made by him, notwithstanding any communication to the contrary, in the manner.

- (i) Firstly, towards any cheque bounce charges in case of dishonour of cheque
- (ii) Secondly, towards interest, if any, payable by the Allottee/s for delayed by ment
- (iii) Thirdly, towards costs and expenses for enforcement of this Agreement and the Total Consideration, dues and taxes payable in respect of the said Premises.
- (iv) Fourthly, towards outstanding dues including Total Consideration in respect of the Said Premises or under the Agreement.
- 16. The Notwithstanding what is otherwise stated herein Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any in his/her name as the Promoter may in its sole discretion deem fit and the Allotee/s undertakes not to object /demand /direct the Promoter to adjust his/her payments in any manner.
- 17. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing ever perfectsion of the Premises to the Allottee/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Premises.
- The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 6.82 and Promoter has planned to utilize Floor Space Index of 20,080,004 sq.mits which is the permissible sale BUA on site as per the above referred LOI's and over and above this the Promoter will and can avail FSI/ TDR on payment premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification-to-Development. Control Regulation, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 6.82 as presently proposed to be utilized by him on the project land in the said project and Allottee/s has agreed to purchase the said Premises based on the proposed construction and sale of Premises to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
- 19. Without prejudice to the Promoter's rights under this agreement and/or in law, including for damages the Promoter, as the case may be, shall be entitled to claim and the Allottee/s shall be liable to pay to the Promoter, as the case may be, interest at the rate which is the highest marginal cost of lending rate of State Bank of India plus 2% per annum on all such amounts /payments which may become due and payable by the Allottee/s under the terms of this agreement and remain unpaid for seven days or more after becoming due.
- 20. Any delay and / or default in payment of the amounts as and when due and payable to the

breach of any of the terms and conditions herein contained, the Promoter/s shall at his/their/its own option, may terminate this Agreement in which event the consequences hereinafter set out

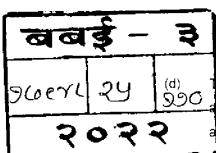
lottee/s shall cease to have any right or interest in the said Premises or any part

bmoter, as the case may be, shall be entitled to sell and transfer the said Premises chiprice and on the terms and conditions to such other person or party as the immoter may, in its absolute discretion deem fit, without any recourse to Allottee/s.

- On the realization of the entire sale consideration on resale from the new prospective Allottee/s towards the said Premises, the Promoter shall refund to the Allottee/s the amount paid till then by the Allottee/s to the Promoter without any interest in pursuance of this Agreement after deducting therefrom:
 - (i) 20% of the purchase price of the said Premises which is to stand forfeited by the Promoter towards liquidated damages which amount is agreed by the parties to be a fair estimate of the loss—the Promoter will suffer in the event of default on the part of the Allottee/s /Allottee/s to pay any of the amount/s payable by him/her/it/them to the Promoters hereunder.
 - (ii) the taxes, service charges and outgoings, etc. if any, due and payable by the Allottee/s in respect of the said Premises upto the date of termination of this Agreement;
 - (iii) The amount of interest, and breach remedying charges payable by the Ailottee/s to the Promoter in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid:

The Promoter shall, in the event of any shortfall, be entitled to recover the said amounts from the Allottee/s. The Promoter shall not be liable to pay to the Allottee/s any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Allottee/s any Government Charges such as GST, Stamp Duty Registration Fees etc. as the case may be. The amount shall be accepted by the Allottee/s in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said Premises. The Allottee/s agree that receipt of the said refund by cheque from the Promoter by the Allottee/s by registered post acknowledgement due at the address given by the Allottee/s in these presents whether the Allottee/s accept/s or encash/s the cheque or not, will amount to the said refund.

PROVIDED always that the power of termination herein before contained shall not be exercised by the Promoter unless and until the Promoter shall have given to the Allottee/s 15 (fifteen) days prior notice in writing of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it has intended to terminate the Agreement and default shall have been made.



<u>sh</u>all follow:

- The Promoters agrees to construct the said Building as per specifications approved by it and shall be complete the Building in all respects and the premises provided with all amenity and facilities in the common area as set out in the List of Common Amenities as specified in the described in the described hereunder written and will be identical as provided to all other sale flats (excluding bare shell sale flats). It is specifically made clear and the Purchaser hereby undertakes hereby any structural changes in the said premises. The Purchaser further agrees and undertakes not to make any changes or carry out any work which shall be an obstruction or hindrance to the Promoter in obtaining the occupation certificate of the building. The purchaser hereby indemnify and agrees to keep indemnified the Promoter against all claims, damages etc. that may be made or suffered by the Promoter in respect of the work carried out in flat / premises. The fixtures, fittings and amenities to be provided by the Promoters in the said building and in the premises are those as described in the ANNEXURE "H" annexed hereto.
- 23. Commencing a week after notice in writing is given by the Promoter to Allottee/s that the said Premises is ready for use and occupation irrespective of whether the possession of the said Premises is taken or not in accordance with this agreement, the Allottee/s as and when called upon by the Promoter and/or society and/or any body of individuals, shall be liable to bear and pay an amount being a lump sum amount towards the proportionate share (i.e. in proportion to the floor area of the flat) of outgoings in respect of the said property and building/s including local taxes, betterment charges, development charges etc. (by whatever name it is/may be called) lease rent or ground rent payable to MCGM/SRA or such other, taxes, charges or levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs, and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property / building/s. The Allottee/s alone shall be responsible and liable for payment of GST on such amounts. Until the said seciety klimited company is formed and the said property and buildings are transferred to it, the Promoter shall use the amounts for the outgoings as may be determined from time to time. The Allottee/s further agree/s and undertake/s to pay to the Promoter / Co-op. Society/Company any additional amount demanded over and above the aforesaid amount towards the outgoings as and when required without any demur and protest. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter till the necessary transfer deed / lease deed is executed in respect of the land underneath the concerned building in favour of the society or a limited company, subject to provisions of the said Act and the rule of the frame under. On such document being executed, the aforesaid deposit (less deductions provided agreement) shall be paid over by the Promoter to the society or limited company, as the case may)9*0* $\mathfrak{I}\omega$ $e\gamma$ be, subject to deductions to be made, if any,
- 24. The Aliottee/s is aware that the Sale Building and the common are as and amenities in the said.

 Sale Building including the Fitness Center, if any, shall be maintained and managed by the
 Promoters / a Facility Management Company (FMC) appointed by the Promoters. The Allottee/s

25. COMMON AREAS AND AMENITIES, RESTRICTED AREAS AND AMENITIES AND CLUB HOUSE:

The Promoters shall make available the Common Areas and Amenities as set out in in Schedule hereunder written.

payment of all amounts due under this Agreement and completion of the said.

cicted Areas and Amenities

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he Allottee/s shall be entitled to use the facilities of the "Fitness Center" which is be constructed on a portion of the said Property which gym & Swimming Pool shall. ander the control of FMC or any other person nominated by the Promoters. Any memberships shall be permitted only if the individual is a Allottee/s of the Said Premises and on payment of fees as may be decided by the Promoters / FMC from time to time. Similarly, charges for any guests shall be determined by the Promoters / FMC. The membership will be subject to the terms and conditions, rules and charges, as may be framed /levied from time to time by the Promoters/operator(s) of "the Fitness Center". The Allottee/s hereto is aware that the Promoters are constructing one Fitness Center & Swimming Pool, in the said Property and the Allottee/s shall have access only to the Fitness Center & Swimming Pool in respect of his / her / their said Sale Building only. The Allottee/s undertakes to be bound by the rules framed by the Promoters / FMC with regard to the access to the Fitness Center & Swimming Pool in the said Property and the Allottee/s hereby waives his/her /their right to raise any objection in this regard. The right to use the facilities at the Fitness Center & Swimming Pool shall be personal to the Allottee/s of the Premises in the said Sale Building and shall not be transferable in any manner to any third person. or party whatsoever. In the event that the said Premises in the said Sale Building is sold / transferred by the Allottee/s then the Allottee/s shall be deemed to have transferred the right to utilize the said facilities as well as the membership to the then Allottee/s/transferee of the said Premises, who shall pay necessary entrance fees for a sum of Rs.2,00,000/- (Rupees Two Lahks Only) or any additional amounts, that may be decided by the Promoters. It is, however, clarified that that the Promoters shall be entitled to grant membership rights to such other person(s) as

Allettee/s shall be obliged to pay the charges, if any, levied by the operator of the Fitness Center & Swimming Pool for specific service(s) availed of by the Allottee/s. The Allottee/s shall, in addition to the Total Consideration and other amounts payable hereunder, at the time the said Premoters towards non-refundable gym membership admission maintenance agency the monthly subscription / charges / service/user fees the amount as set in the table below hereto in respect of the Fitness Center & Swimming Pool membership from the month the services of the Club House are made available to the Allottee/s of the said Premises in the said sale Building. It is clarified that certain facilities shall have usage charges in addition to the said Fitness Center & Swimming Pool membership charges and same shall be payable on or before the date of Offer of Possession of the said Premises as specified by the Promoters, along with applicable taxes, if any. The membership to the Fitness Center & Swimming Pool shall be renewed on such the

terms, conditions and charges as may be imposed by the Operator of the Fitness Center &

they magedeem fit to be and the Allottee/s shall not be entitled to object to the same. The

the Promoters shall not be responsible and/or liable in connection with any deficiency or the performance / non-performance of the services or otherwise provided to the Allotteers.

27. The Allottee/s shall after payment of the entire purchase consideration to the Promoter all applicable taxes and outgoings to Promoter under this Agreement on execution of this Agreement and prior to taking possession of the said flat/unit, deposit with the Promote strate of mentioned in Clause 28 herein below in addition to any other amounts mentioned in the agreement

28.

- (a) The Purchaser shall within 7 days of receipt of the said notice that the Purchaser should take possession of the said premises or on taking possession of the said Premises whichever is earlier pay to the Promoters/Estate Manager following, as may be directed in the said notice.
 - an ad-hoc amount of Rs. At Actuals (Rupees At Actuals Only) to facilitate either the Promoter or the Estate Manager to pay on behalf of the Purchaser the proportionate actual municipal property taxes payable by the Purchaser to the concerned authority in relation to the said Premises and Building; the Promoter /Estate Manager shall adjust and appropriate the said ad-hoc amount in payment of the municipal property axes at actuals payable by the Purchasers on proportionate basis in relation to the said Premises and Building.

(ii) a lumpsum amount of Rs. <u>At Actuals</u> (Rupees <u>At Actuals</u> Only) which shall be utilized towards the outgoings from the lift maintenance contract of the <u>lifts in building</u>, <u>Cable TV</u> charges, intercom maintenance contract, common lights, electricity charges, water charges, charges for watchmen, house-keeping in connection with building:

- (iii) an aggregate lumpsum amount of Rs. 3,70,000/- (Rupees Three Lakhs Seventy Thousand Only) towards club Charges.
- (iv) an ad-hoc amount of Rs.2,00,000/- (Rupees Two Lakhs Only) which shall be utilised towards the outgoings in connection with the development charges, taxes commonting commercial services, facilities, amenities including the garden, which are sometion for Building and other buildings and the said property.
- (v) a lumpsum amount of Rs. <u>At Actuals</u> (Rupees <u>At Actuals</u> Only) which shall be utilised towards the proportionate monthly contributions payable towards the outgoings in connection with the said Premises.
- (vi) a lumpsum amount of Rs. At Actuals (Rupees At Actuals Only) which shall be utilised towards the proportionate monthly contributions payable towards the outgoings in connection with the said parking space.

(ix) an aggregate lumpsum amount of Rs.25,000/- (Rupees Twenty Five Thousand Only) towards the deposit to meet the legal expenses and other out of pocket expenses/expenditure for formation and registration of the society or ultimate body of Purchasers.

an ad-hoc amount of Rs. At Actuals (Rupees At Actuals Only) to facilitate either the remoter or the Estate Manager to pay on behalf of the Purchaser the proportionate Italian non-agricultural assessment charges, taxes, rate etc. payable by the Purchaser to concerned authority in relation to the said Premises and Building; the Promoter state Manager shall adjust and appropriate the said ad-hoc amount in payment of non-agricultural assessment charges, taxes, rate, etc., at actuals payable by the Purchaser on proportionate basis in relation to the said Premises and Building.

- (xi) an aggregate lumpsum amount of Rs.1,00,000/- (Rupees One Lakh Only) towards deposit for water meter and electric meter and costs of electric substation and cables
- (xii) an aggregate lumpsum amount of Rs. 18,000/- (Rupees Eighteen Thousand Only) towards Pipe Gas Connection Charges, if gas pipe line is installed.
- (xiii) an aggregate lumpsum amount of Rs. At Actuals/- (Rupees At Actuals Only) towards Maintenance Charges, to be paid at the time of possession.
- (b) The date of commencement of the Purchaser's liability to pay the municipal property taxes. non-agricultural assessment charges, taxes, rate etc., outgoings towards common infra and outgoings for the period/s specified or otherwise in the aforesaid sub-clauses 28 shall be mentioned in the letter of intimation to be sent by the Promoters to the Purchasers. The aforesaid ad-hoc amounts and lumpsum amounts shall not carry interest and are inclusive of co-ordinating fees (which includes accounting fees) of the Promoter/Estate Manager, as the case may be. The Promoter /Estate Manager, as the case may be, shall not be liable to render accompts in respect of the lumpsum amounts mentioned in the aforesaid sub-clauses 28 to the and/or the concerned Organisation/s/Federation. The Promoter /Estate Manager. as the case may be, shall also not be liable to render accounts in respect of co-ordinating fees, which are included in the aforesaid Organisation/s/Federation. The Purchaser is aware that the Fromoter / Estate Manager, are only co-ordinating with the Agency who shall provide es relating to the Building and the said property to the Purchaser. The Purchaser agrees that the Purchaser shall not either by himself/herself/themselves/itself or through the concerned Organisation and/or Organisations interfere in the co-ordination by the Promoter / Estate manager with the Agency of Building, the said property and the said parking space

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(c) on the ad-hoc amounts referred to in sub-clause 28 (a) herein being depleted, and on the expiry of the said periods referred hereinabove, the Promoter /Estate Manager, as the case may be, shall call upon the Purchaser and the Purchaser shall within seven days from the date of the Purchaser being called upon to make payment thereof, pay to the Promoter / Estate Manager the amounts towards the municipal property taxes, non-agricultural assessment

Manager, as the case may be, shall give consolidated account to the respect of the amounts paid under this clause towards Building and the said parking (if the same is under the stilt of Building or in the compound of Building) when the Building and the said parking space as mentioned hereinabove is handed of Organisation, and if the said parking spaces on the said Proper Federation/Organisations, to the Federation/Organisations in respect of the under this clause towards the said property when the charge of the said property is handed over to the Federation/Organisations. The Promoters/Estate Manager shall not be bound or liable to pay the municipal property taxes, non-agricultural assessment charges, taxes, rate, etc., and outgoings in respect of the said Premises, Building and the said property as referred to hereinabove and the said parking space unless all the purchaser of flats, units and premises in Building and the said property as the case may be, pay his/her/their/its respective proportionate share towards the municipal property taxes, non-agricultural assessment charges, taxes, rate etc., and outgoings as aforesaid. The Promoter Æstate Manar@r case may be, shall not be liable for any consequences that may ensue on account of payment of the municipal property taxes, non-agricultural assessment charges, taxes, rjate etc., and outgoings not being made on account of the said reason or reasons beyond their

(d) The Purchaser shall in addition to the amounts payable by the Purchaser as mentioned in clause 28 (a) herein be liable to pay the said taxes i.e. service tax, value added tax, TDS, capital tax and/or any other taxes, cess, dues, duties, imposition, premium, surcharge, fees, levies or any other charges levied by State and/or Central government with interest and penalty, if any, as the case may be, (whether retrospective or prospective) in respect of any and all amounts including the purchase price paid/payable by the Purchaser in terms of this Agreement or pursuant thereto. If the same are not paid as aforesaid, the Purchaser shall be liable to pay the same with interest, if any, before taking possession of the said Premises. In case the said taxes are not paid by the Purchaser on or before taking possession of the said Premises and/or the said parking space, as the case may be, then in that event, the Purchaser hereby irrevocably authorizes the Promoter, and the Promoter shall be entitled, to adjust the unutifized amounts from and out of the amounts mentioned in clause 28 (a) towards the saidtaxes payable by the Purchaser. In the event the said unutilized arriounts are not sufficient to pay the entire said taxes payable by the Purchaser or the Promoter do not adjust the said unutilized amount for payment of the said taxes payable by the Purchaser, then in that event, the Purchaser shall forthwith on demand pay to the Promoter the amount payable by the Purchaser in order to enable the Promoter to pay the same to the concerned authorities. The Purchaser confirms that adjustment by the Promoter of the said unutilized amounts for payment of the said taxes as stated hereinabove will not absolve the Purchaser from making payments to the Promoter /Estate Manager to meet the short fall in or the further amounts payable by the Purchaser under clause 28 (a) hereinabove and the Purchaser shall pay the same without any protest and there shall be a charge on the said Premises for such unpaid

the case may be, interest at the rate of 1.5% per month with annual rests-compounded interest for the period for which the payment of the aforesaid dues have been delayed.

Les amount under any head shall fall deficient, (i) the Purchaser shall forthwith on demand the promoter /Estate Manager, as the case may be, his/her/their/its proportionate share to head up such deficit and (ii) if the Promoter are of the opinion that the maintenance of Burdin and common infra on the said Property and/or due payment of municipal property tall in in-agricultural assessment charges, taxes, rate etc., and other taxes is suffering that and there is any unappropriated amount under any other head, the Promoter may at a sole discretion themselves or the Estate Manager on the directions of the Promoters shall appropriate and utilise such amount for any of the other purposes referred in this Agreement and such directions by the Promoter to the Estate Manager shall be binding on the Estate Manager and the flat, unit, premises purchasers and the concerned Organisation. The Promoters shall give details/list of the defaulting members, if any, to the concerned Organisation/Federation. The concerned Organisation shall recover from its defaulting members/purchaser, if any, the amounts or dues payable by them towards the aforesaid taxes, non-agricultural assessment charges, taxes, rate etc., and outgoings alongwith interest thereon and pay the same to the Promoter /Estate Manager, as the case may be.

(g) The Purchaser hereby agrees that the Purchaser shall in addition to the amount mentioned in clause 28 (a) herein pay the Promoters/Estate Manager, as the case may be, such further adhoc amount as may be determined by the Promoter /Estate Manager on account of enhancement in the municipal property taxes due to the Purchaser letting, sub-letting ane/or otherwise parting with possession of the said Premises to any third party. If the Purchaser fails to pay such further ad-hoc amount then the Purchaser/his/her/their/its lessee/sublessee/te ant and/or any other party claiming through the Purchaser shall not be entitled to the use the common infra, common services, facilities, amenities etc. till such time the Purchase makes payment thereof together with interest thereon to the Promoter /Estate Manager, as the case may be notwithstanding what is stated hereinabove the Fromoter Estate Manager shall at their sole discretion be entitled to pay the same from and tut-of the ad-hoc amount mentioned in clause 28 (a) and/or utilise the said ad-hoc amount for payment of such municipal property taxes. The said obligations of the Purchaser and remedies of the Promoter /Estate Manager shall be without prejudice to the other remedies available in law to the Promoters. The Promoter /Estate Manager shall not be liable for any consequences that may ensue on account of the Purchaser failing to make the payment

(h) in the event of the Purchaser making any default in the payment of the outgoings, municipal property taxes, non-agricultural assessment charges, taxes, rate etc., other taxes, amounts and/or other payments payable under the terms and conditions of this Agreement, then Purchaser shall cease to be entitled to the use (and the Promoter will in such event be entitled to take appropriate steps to stop the Purchaser from using) of the common infra, common areas, services, facilities, amenities till such time as he/shaltheu/it makes the narmosts.

towards the same as provided herein.

(i) The Purchaser hereby confirms that the Promoter and/or the Estate Wararer shall to be responsible in any manner whatsoever in case of any attachment or other proceed. That may be made or taken in respect of the said Premises and/or Building and/or the said verty by the concerned authorities due to non-payment of municipal property taxes, else felly bills and/or other dues etc. to the said authorities on account of default in making payments of the said municipal property taxes, non-agricultural assessment charges, taxes, rate etc. electrons bills and/or other dues etc. by the Purchaser or other purchaser of premises therein and/or their failing to comply with their obligations under this Agreement.

Note: All other Service Taxes, GST, Charges, Cesses, Levies & Stamp Duty and Registration charges of flat value or market value whichever is higher on actuals, and * GST as applicable, to be paid by the Allottee/s as on demand

- 29. The Promoter shall utilize the sum of Rs. At Actuals/- (Rupees At Actuals Only) plus taxes as mentioned in Clause 28 paid by Allottee/s for meeting all legal costs, charges and expenses including professional costs of the attorneys at law/advocates of the Promoter in connection with formation of the said society or limited company or any other ultimate body of Allottee/s as the case may be, for preparing its rules, regulations and bye-laws and the Deed of Conveyance / Lease / Assignment of Lease, as the case may be / or any other documents of transfer.
- 30. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as deposit, sums received on account of the share capital, and sale utilize the amounts only for the purpose for which they have been received
- 31. The Allottee/s shall pay stamp duty and registration charges payable, if any, by the said seattly or limited company, on the Conveyance/Lease/Assignment of Lease, or any document or instrument of transfer in respect of the said property and/or any part thereof and the said building as the case may be executed in favour of the society or limited company. The Promoter will not be bound and liable to pay any stamp duty or registration charges on and/or under this agreement or otherwise.
- 32. The Promoter has represented that the stack parking spaces form part and parcel of the common areas which are common to all the Allottee/s. The Allottee/s etc. have been proportionately charged for this common areas with specific right to park vehicle / cars in an open area / stilt / podium levels and which area has been sanctioned by the corporation for parking vehicles. The Allottee/s is also aware that the Promoter have already allotted to some other Allottee/s as and by way of an additional amenity the exclusive right to park vehicles / cars in the open space passed for parking vehicles, stilt and parking floor areas in the car towers as shown in the plan hereto. A list of such exclusive rights which has already been given to the Allottee/s and the Allottee/s herein hereby unconditionally accepts and confirms the same and agrees not to oppose the grant of such exclusive rights to park at any time hereafter and specifically agrees to vote in favour of creation of such exclusive rights if, at any stage, any voting takes place on a resolution passed in this regard

in the General Body Meetings or Managing Committee Meeting of the society or other body in the meeting of the society or otherwise in any other meeting. The Allottee/s is aware that specifically relying on the aforesaid assurances and undertakings, the Allottee/s is specifically granted exclusive rights to park as stated herein. The Agreement shall be treated as an irrevocable onsent to the Promoter granting such exclusive rights to flat Allottee/s

Nottee/s acknowledge/s and understand/s that car parking spaces in the said building No r parking spaces shall be provided to the Annexe building to the said building No 3 in of a chess type automated mechanical car parking system, which shall have a floor d roller bed type system, allowing criss cross movement of car parking pallets, in the arking towers wherein there shall be no identified spot/place which may be earmarked for irking of vehicles of a particular acquirer of said Premises in the said Building and which shall be designed to minimize the area and/or volume required for parking cars (hereinafter referred to as "the Mechanical Parking"). The Allottee/s is/are aware that such Mechanical Parking involves operation of an automated machine for parking and removing cars from the Mechanical Parking system and the same could be time-consuming and the Purchase/s. acknowledge/s that the Allottee/s has/have no objection to the same. The Allottee/s is/are aware that such Mechanical Parking also requires a valet system by appointment of qualified drivers, for ease of parking and removing of vehicles from the parking slots in the Mechanical Parking system.

(ii) For the effective management of car parking spaces in the said Suilding and in order to avoid any later disputes, the Promoters are entitled to carry out a tentative earmarking of a certain number parking spots in the mechanical parking system of the said Building for exclusive use

sursuant to

thereof bir certain acquires of said Premises in the said Building depending on availability of parking shots in the Mechanical Parking System. The Allottee/s agree/s that the Promoters shall be entitled to do such earmarking of such number of car parking spots at its discretion. and the Allottee/s hereby accept/s the decisions taken by the Promoters in relation to such carmarking of car parking spots. The Allottee/s further agrees/s and undertakes/s that formation and registration of the organization of flat Allottee/ss/holder/s (defined nereof as the Common Organization) and admission of the Allottee/s to the said Common

Organization as member/s thereof, the Allottee/s shall cast his/her/their votes in the first general meeting or shareholders meeting, as the case may be, of the Common Organization in favour of approving such car parking earmarking as done by the Promoters, so that the respective person/s in whose favour the Promoters have earmarked a certain number of car parking spots, will be allotted such respective car parking spot/s by the said Body for exclusive use along with rights of transferability in respect thereof. As per such tentative plans prepared by the Promoters, the holder of the said Premises would be entitled to park 1 (One) vehicle in the Mechanical Parking system.

(iii) It is clarified that in the event that the car parking spot/s are tentatively earmarked for the Allottee/s in the Mechanical Parking, then and in such an event, the Allottee/s may not be non-utilisation of such Mechanical Parking system or valet parking facility ground whatsoever and howsoever arising.

- Agreed further that the irrevocable consent given herein shall be treated as an affirmative te of the Allottee/s and the Allottee/s would be deemed to have assented to any resolution up by the society or Managing Committee or body referred to hereinabove.
- 35. The Promoter shall be entitled to enter into agreements with other Allottees on such torms and conditions as the Promoter may deem fit without affecting or prejudicing the rights settle Allottee/s in the flats/unit/ commercial said Premises etc. under this agreement.
- It is hereby expressly agreed that the Promoter shall, notwithstanding anything contained in this agreement, be entitled to sell the flats/units/said Premises, shops, garages and allot or deal with as they may deem fit excusive user of open spaces/parking space/stack parking terrace or portion thereof etc. in the new proposed building and other structures on the said property for residential user or parking or for any other permissible user in that behalf in such manner and on such terms and conditions as the Promoter may deem fit without affecting or prejudicing the rights of the Allottee/s in the said Premises under this agreement. The Allottee/s and/or the Society shall not object to and hereby give his/her/its in evoluble consent to the Promoter allotting, selling or otherwise dealing with garage. Such parking spaces, open spaces etc. and such allotment, sale etc. shall be binding on the Allottee/s.
- 37. The Promoter shall endeavor to offer possession of the said Premiser to the Blotter/s on or before 30th December, 2024, whichever is later and grace period of 12 form, subject to what is otherwise stated herein. If the Promoter fails and neglects to offer possession of the said Premises on the aforesaid date or any such date as may be extended by mutual consent then the Allottee/s shall have the option to terminate this agreement after giving 45 days' notice in writing thereupon the Promoter shall be liable to refund to the Allottee/s within 12 months such termination along with simple interest at the rate which is the highest marginal cost of lending rate of State Bank of India plus 2% per annum being the same interest rate as mentioned in Clause above from the date, the Promoter received the sum till the date the said amount and interest thereon is paid to the Allottee/s. It is agreed that upon the termination of this Agreement by the Allottee/s, the claim of the Allottee/s shall be restricted to refund of monies paid with simple interest as aforestated and that the Allottee/s shall not be entitled to claim any loss and/or damages for mental trauma or otherwise whatsoever. The entire amounts to be refunded with the interest payable on the amounts refundable to the Allottee/s shall be paid solely by the Promoter as it is the Promoter's responsibility to complete the construction in a timely manner. The amount so refunded shall be in full and final satisfaction and final settlement of all the claims of the Allottee/s under this Agreement. The Allottee/s shall be entitled to such refund from the promoter only after execution and registration of the deed of cancellation and waiving his/her /their right and

Promoter alone shall be entitled to deal with or dispose of the said Premises as they may deem fit.

- 38. The Promoter shall be entitled to a reasonable extension of time for handing over the possession of the said Premises, as stated in Clause 36 hereinabove, if the completion of the said free sale building in which the said Premises is situated is delayed on account of but not because of an act and/or omission on the part of the Promoter.

 - (ii) 🚅 🛴 War, Civil Commotion, Riots or Act of God; or

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- (jii) Any notice, order, rule, notification of the Government and/or other public or competent authority; or
- (iv) changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project; or
- (v) on account of delay in issue of the Occupation Certificate/part Occupation Certificate and/or any other Certificate/permission/approval as may be required in respect of the said free sale building by the said local authority or
- (vi) delay in grant of any NOC / permission / licence / connection for installation of any services, such as lifts, electricity and water connections and meters to the project / flat / road or completion certificate from appropriate authority for which such delay shall be condoned by not be more than six months; or
- (vii) any stay, injunction or other order of any court, tribunal or authority,

And that the Allottee/s hereby agrees to ignore such delay in getting possession due to any of the abovementioned reasons and/or for any reason beyond the control of the Promoter as per the provisions of the RERA Act or any relevant section of the Acts from the time being in force.

The Allotti e/s shall bear and pay the proportionate municipal taxes, maintenance charges and all other cutgoings in respect of the said building from 15 days from the date of intimation to the Allottee/s to take possession in respect of the said Premises. The common expenses in respect of the said Property shall be shared by the Allottee/s of units and other said Premises of the sail building in proportion of their respective area. The Allottee/s shall not be entitled to take for adjustment of the deposit amounts mentioned herein against the expenses, taxes, other outgoings etc. levied by Slum Rehabilitation Authority/Municipal Corporation of Greater Mumbai and local authorities

40. The Allottee/s shall take possession of the said Premises within 15 (fifteen) days of the Promoter giving written notice to the Allottee/s intimating that the said Premises are ready for use and occupation. Provided that if within a period of 1 (one) year from the date of handing over the said Premises to the Allottee/s, the Allottee/s bring/s to the notice of the Promoter any structural defect in the said Premises or the said building in which the said Premises is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible, such defects shall be rectified by the Promoter of the Promoter and t

- 41. The Allottee/s shall use the Premises or any part thereof or permit the same to be used only for purpose of residence or any other user permitted in law. He shall use the parking space only for purpose of keeping or parking vehicle.
- 42. The Allottee/s alongwith other Allottee/s of Premises in the building shall join in forming and registering the society or association or a limited company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents decessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to register the common organization of Allottee/s. No Objection shall be taken by the Allottee/s, if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. The Promoters will make an application for the formation of the Appex Body within 3 (three) months of receipt of the Occupation Certificate of the last building to be constructed in the layout.
- 43. The Promoter shall (subject to his right to dispose of the remaining Premises, if any), within 12 months from the receipt of the entire consideration from all the Allottee/s, execute the conveyance/lease/assignment of lease of the structure of that building or wing of that building (excluding basements and podium) or cause the lease of the entire undivided of oseparable land underneath all buildings jointly in favour of the apex body. Federation of all the societies jointly or otherwise as they may deem fit.
- 44. It is clarified that the Promoter is not the owner of the said Property or The does not have or hold the rights to convey or grant the lease in respect of the son Property of the Sale Plot in favour of the Society or Organisation or the Propoled's Federation (as the case may be) and accordingly, it is clarified that the only obligation of the Promoter in this regard shall be to make the requisite applications to the concerned authorities and to make reasonable endeavours for execution of the Lease as aforesaid in favour of the Society or Organisation or the Proposed Federation (as the case may be). The proposed lease deed and conveyance or other instrument of transfer in favour of the Proposed Body or the Proposed Federation (as the case may be) shall be in accordance with the provisions of the DCR, 1991 and the policies pertaining to the redevelopment schemes under Regulation 33 (10) and Appendix IV of the DCR, 1991, as may be adopted from time to time by the SRA/Government of Maharashtra. It is however clarified that any amount required to be paid to MCGM/SRA/statutory authorities for transfer of the said property in favour of such Organisation or Limited Company shall be borne solely by such Organisation or Limited Company or the flat Allottee/s proportionately.

challenge or raise a dispute with regard to any of such terms and conditions, which may be onerous in nature.

The Apex Body or Federation if any formed by the promoter on a layout plot shall manage and injuster the common areas and the facilities without having any legal rights, title and interest in the building or buildings in such a layout plot and all legal rights, title and interest in the aliding or buildings shall belong to the respective entities in whose favour the Contractor (Lease/Assignment of Lease, as the case may be of such building or buildings is accorded.

PROVIDED THAT, notwithstanding anything contained in the Act or in any agreement or in any judgment, decree or order of any court or in any other law for the time being in force, the Promoter shall be entitled to develop and continue to develop the remaining layout land, with the right to use the internal access roads and all the facilities, amenities and services in the layout and to construct any additional structures thereon by consuming the balance Floor Space Index and balance Transfer of Development Right, fungible Floor Space Index and balance additional Floor Space Index relating to the said layout land and any future increase in Floor Space Index and the Transfer of Development Rights, Floor Space Index and additional fungible Floor Space Index therein due to change in the law or the policies of the Government or local authority.

PROVIDED FURTHER THAT, and it is agreed by the flat Allottee/s that if the Floor Space Index of the plot in the layout is increased due to change in the law or the policies of the Government or local authorities, or otherwise subsequent to Conveyance/Lease/Assignment of Lease, as the case may be / lease of any one or more structures to the organization of flat Allottee/s, then increase in Floor Space Index before the formation of the Society and even post formation of the Society for a period of 5 years after the execution of the Deed of Conveyance/Lease/Assignment of Lease, as the case may be and/or deemed onveyance/Lease/Assignment of Lease as, the case may be and/or after the statutory vesting of the said Sale Building in favour of the Society or federation of societies or apex poiety shall belong to the Promoter. The Promoter shall not be bound to obtain any consent permission from the organization of flat Allottee/s in the said layout land or phase for the purpose of utilizing the balance Floor Space Index or the Transfer of Development Right, Floor Space Index or additional fungible Floor Space Index. The flat Allottee/s shall not be entitled to and shall not object to such development. The flat Allottee/s and their permitted successors in title shall not be entitled to object and shall not object to such document in any of the meeting of the ultimate society by whatever name called.

47. It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold units / said Premises and other said Premises including car parking spaces in the said building shall at all times, including after the formation and registration of the Common Organization and/or after the Conveyance/Lease/Assignment of Lease, as the case may be of the said Property and the said building in favour of the Common

intimating to the Common Organization the name or names of the Allottee/s or acquires of such unsold units, said Premises, etc., the Common Organization shall forthwith accept admit such Allottee/s and acquirers as their member/s and shareholder/s and shall tot with issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same and without charging/recording from them any premium, fees donations or any other amount of whatsoever nature in respect thereof. The Promoter shalling be liable to pay maintenance charges for the unsold units to the Common Organization save and except the municipal taxes with effect from receipt of occupation/ completion certificate. The Promoter shall at its discretion pay the municipal property taxes, non-agricultural assessment charges/taxes/rate etc. in respect of unsold Said Premises / Units / Flats directly to the BMC. It is clarified that the Promoter will not be liable to pay any other amounts in respect of the unsold said Premises / Units / Flats, Adequate provisions for the above shall be made in the said Documents of Transfer.

- All costs charges and expenses in connection with the formation of the Common Organization, as well as the costs of preparing and engrossing the deed of lease or any appropriate document/deed in respect of the said property and the said Building in favour of the Common Organization, payment of charges for such purpose, stamp duty and registration charges thereof and all other agreements or any other 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 Common Organization or proportionately by all the Allottee/s in the said Building. The share of the Allottee/s in such costs, charges and expenses shall be paid by him/her/them immediately when required. The Purchaser agrees and confirms that notwithstanding anything else contained herein the Purchaser/Ultimate body of the Purchaser shall only be entitled to a lease of the said larger property/said portion of the said larger property being land under the said building and transfer of the said building and shall under no circuments.
- 49. It is hereby expressly clarified, agreed and understood between t
 - (a) If any portion of the said property is acquired or no lifed to be acquired to receive all the benefits in respect thereof and/or the compensatory F.S.I. and/or TDR or all other benefits which may be permitted in lieu thereof till the society or limited company or other body is formed and registered and the said property and building is transferred. The Promoter shall be entitled to use any additional F.S.I. and/or TDR or additional construction that may be permitted by the local body or concerned authority on the said property for any reasons whatsoever including F.S.I. in respect of any adjoining or neighbouring property. Such additional structures and storeys will be the sale property of the Promoter who will be entitled to deal with or dispose of the same

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which may be available at any time hereafter in respect thereof for any reason whatsoever including because of change in the status, D. P. Plan, Rules, the proposed D. C. Regulation (2034) "Regulations and bye-laws governing the FSI as also the changes to Development Plan F.S.I. or otherwise which may be available, it is possible for the Promoter to acquire certificate/s of Development Right of other properties (commonly known as TDR) and to make additional construction on the said property by utilising such Development Rights on any account or due to any reason whatsoever, including on account of handing over to the Government or the Municipality any set back area, and/or due to any change in law, rules or regulations, shall absolutely and exclusively belong to and be available to Promoter, free of all costs, charges and payments, and neither the Allottee/s herein, nor the Organization shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or of inconvenience and/or of light and vertilation and/or density and environment and/or of water and electricity.

The Promoter shall have, the full right, absolute authority and unfettered discretion to use, utilize and consume the aforesaid or any other FSI and TDR respectively, becoming available to the promoter on various aforesaid occasions, before the formation of the Society and even post formation of the Society for a period of 5 years after the execution of the Deed of Conveyance/Lease/Assignment of Lease, as the case may be and/or deemed Conveyance/Lease/Assignment of Lease as, the case may be and/or after the statutory vesting of the said Sale Building in favour of the Society or federation of societies or apex society for constructing any new and additional structures and floors thereon, and/or otherwise howsoever, as the Promoter may desire and deem fit and proper and as may be legally permitted, whether now or at any time in future. It is expressly agreed that in case of vertical expansion of the said building by way of additional floor/s, the Promoter shall be entitled to shift the water tank/s, dish antenna/s, relay station for cellular and satellite communications

etc., either over and above such additional floors and/ or extension or such other place/s as the Promoter may deem fit and proper even after the document of transfer is executed and registered.

The Allottee/s agree/s and undertake/s to permit and give the Promoter all facilities for milking such additions, alterations or to put up any additional structures or floors, on the said property which addition may be horizontal and/or Vertical to the building to be constructed on the said property even after the said society or limited company or ultimate body is formed and registered and the said property and the said building or part thereof is transferred to the society till the work of additions and alterations above is completed in full and possession of such flats etc., are handed over to the respective. Allottee/s of such said Premises etc. The Allottee/s agree/s and undertake/s not to object to such construction on the ground of nuisance, annoyance.

and/or otherwise for any other reasons.

Allottee/s nor the Common Organization shall raise any dispute of objection and the Allottee/s hereby grants his/her/their irrevocable consent to the same

- The Promoter shall be entitled to revise the boundary or area of the layout (f) of the said property and to submit any revised layout or amendar building the purpose of revision of the layout in respect of the said property may desire or deem fit from time to time.
- (g) The formation of the Society and even post formation of the Society for a seriod of 5 years after the execution of the Deed of Conveyance/Lease/Assignment of Lease, as the case may be and/or deemed Conveyance/Lease/Assignment of Lease as, the case may be and/or after the statutory vesting of the said Sale Building in favour of the Society or federation of societies or apex society the Promoter will be permitted to have the entire available F.S.I. including T.D.R. or any other benefit by whatever name called which could be used on the said property whether sanctioned or not and shall be entitled to utilise the same by making additions, alterations or putting up any additional structures as per the plan that may be approved by the local authority or the Government of Maharashtra or any other competent authority so as to consume the entire available F.S.I./benefit in respect of the said property, including that which may be available but not sanctioned even after registration of the society and transfer of the said property to the name of the said society. Such addition, structures, or floors, shall be the property of the Promoter and the Promoter will be entitled to deal with dispose of the same in any manner as Promoter may demotify affecting the flat of the Allottee/s even after transfer of the said property
- 990 (h) The Promoter shall be entitled to take benefit of arly approval of development rights/FSI/TDR/benefits by whatever name called which may become variable with respect of the said property to any other property or plocerties either adic said property or otherwise as may be permissible in law and the Allotteels shall neither claim any right thereto nor object or dispute the same in any manner whatsoever.

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(i) The Allottee/s hereby expressly consent/s to the Promoter re-aligning, re-designing the said Sale Building No 3 or the recreation area or internal road and passages and such other area or areas which the Promoter may desire to re-align and re-design. If the building is completed earlier than the other said Premises in the said Building, then the Allotee/s confirm/s that the Promoter will be entitled to utilize any F.S.I. which may be available on the said Property or any part thereof as set out in the First Schedule hereunder written, till the said Building, is completed and the F.S.I. available on the said Property is duly utilized by the Promoter and the amount or amounts Nova", the Promoter shall be entitled to amalgamate the said Property with any other adjacent property which it may have already purchased /acourred, or which it may hereafter purchase/acquire, and to apply for and obtain the necessary sarictions, permissions, orders, NOCs, approvals, etc. for such amalgamation, and to develop the said property in accordance therewith. The Allottee/s shall not raise any objection or dispute such amalgamation of the said Property land by the Promoters;

e Allottee/s shall not be entitled to any rebate and/or concession in the price at s/her/their flat/said Premises on account of the construction of additional floor/s and/or any other building and/or structure and/or the changes, alterations and additions made in the building or buildings or structures or on account of any advertisement hoarding and/or facilities for dish Antenna/Satellite transmission facilities put up on the said property and/or the said building

- (I) The Promoter shall be entitled to grant any Right of Way or license of any right through, over or under the said property to any person or party including occupant, Allottee/s or person entitled to any area or areas in any building(s) which may be construction by the Promoter on the said property or any other adjoining property or properties to the said property or to any other person as the Promoter may desire or deem fit.
- (m) The Common Organization shall admit as its members, all Allotee/s of such new and additional units/said Premises/ tenements whenever constructed on the said building

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any objection thereto

The Promoter hereby reserve their right to give for the purpose of advertisement or by putting up hoardings or Neon Light hoardings etc. on any open spaces in the said property including on the terrace and compound walls for the said purpose on such terms and conditions as the Promoter may desire. The said right shall continue to ubsist even after the execution of lease or assignment in favour of the estate or mmon organization to be formed by the flats/said Premises/commercial said remises etc. Allottee/s. If any municipal rates, taxes, cess, assessments are imposed the said property due to such advertisements or hoardings put up on the open staces or terraces or any other portion or compound walls of the said property, the same shall be borne and paid wholly by the Promoter. The Promoter shall be clusively entitled to the income and profits that may be derived by the display of such advertisement, hoardings at any time hereafter. The Allottee/s will not object to the same for any reason whatsoever and shall allow the Promoter, their agents. servants, etc. to enter into the said property, the terrace and any other open spaces in the said property for the purpose of putting and/or preserving and/or maintaining and/or removing the advertisements and/or hoardings. The Promoter shall be entitled to transfer or assign such right to any person or persons who they may deem fit and

the Allottee/s or the common organization to be formed by the Allottee/s shall not raise

Maintenance and Service Agreement, with the Promoter and/or/the said Agency appointed by the Promoter at their own cost and risk.

- keeping the Said Premises and the said Sale building No 3 secure in all ways. The Allottee/s hereby agrees and accepts that for security reasons, the Agency shall be at liberty to enforce a framework of guidelines to be followed and observed by the occupants/ visitors to the same building. However, it has been made clear to the Allottee/s that the entire internal security of the said Premises shall be sole responsibility of the owner/Allottee/s/occupant and the Promoter or the Maintenance Agency shall not be responsible for any theft, loss or damage suffered by the owner/Allottee/s/occupant due to any security lapse within and in respect of the Said Premises hereby agreed to be purchased by the Allottee/s.
- (q) The provisions of this clause shall always be of the essence of this Agreement and shall be covenant running with the land.
- (r) The Allottee/s hereby agrees that in the event any amount is payable by way of premium to the SRA/Municipality or to the State Government towards betterment charges or development charges or any other tax/charge/levy including but not limited to Infrastructure charges or payment of a similar nature becoming payable by the Promoter in respect of the said Property, the Atlottee/s shall reimburse the same to the Promoter such amount in proportion to the area of the Said Premises agreed to be purchased by the Allottee/s, for which such payment is required to be made and in determining such amount the decision of the Promoter shall be conclusive and binding upon the Allottee/s;

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Promoter harmless against all actions, claims, demands proceedings costs, damages, expenses, losses and liability (including its professional fees in relation thereto) of whatsoever nature incurred or suffered by the Promoter directly or indirectly in connection with: the enforcement of or the preservation of any lights of the Promoter under this Agreement; (b) any breach and/or default by the Allottee/s in the performance of any and/or all of his/her/its obligations under this Agreement; (c) damages to any Property(ies) howsoever arising related to the use and/or occupation of the said Premises and directly or indirectly as a result of the negligence, act and/or omission of the Allottee/s or his/her/its agents, servants, tenants, guests, invitees and/or any person or entity under his/its controt; and (d) Allottee/s's non-compliance with any of the restrictions regarding the use and/or occupation of the said Premises;

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determining such amount, the decision of the Promoters / Confirming Party shall be conclusive and binding upon the Allottee/s.

50. The Allottee/s hereby agree/s that in the event if any amount by way of premium or security deposit as fire cess is paid to the SRA/MHADA/MMRDA/MCGM or to the State Government or any other tax or repayment of a similar nature becoming payable by the Promoter, shall be reimbursed by the Allottee/s to the Promoter in proportion of the said Premises agreed to be ired by the Allottee/s and in determining such amount, the decision of the Promoter shall blusive and binding upon the Allottee/s.

me, any development and/or betterment charges or other levy are or is charged. ought to be recovered by the SRA/MHADA/MCGM/MHADA. Government and/or Public Authority in respect of the said Property and/or the said building standing the same relating to the period after the Allottee/s is put in possession of the said Premises shall be borne and paid by the Allottee/s in proportion to the saleable area occupied

52. The Allottee/s agree/s and undertake/s that all charges, consideration, stamp duty, registration charges, transfer fee, premium or any other charges of any nature whatsoever payable to SRA/MMRDA or MCGM or Metropolitan Commissioner or any other authority for execution of lease of the said free sale plot in favour of the said Common Organization and/or for execution of this Agreement is the responsibility of the Allottee/s. The expenses, charges, fees etc. for obtaining lease deed from MCGM/SRA/Concerned authority in respect of the said Property in favour of the Common Organization to be formed for the Building including stamp duty and registration charges in respect thereof shall be borne and shared by the Allottee/s of premises in the said Sale Building No 3.

by it.

- 53. The Promoter shall form a Co-operative Society or the Limited Company or condominium of the <u>All</u>otte's of the said Premises of the said Building in accordance with law. The Allottee's herein along with the other Allottee/s of said Premises in the said Building shall fully coperate with the Promoter in forming and registering the new Society or the Limited Company. 96ext concombinium, and for that purpose, from time to time, sign and execute applications and ther doctments to become a member and to sign and return all the documents including Le-Laws to the Promoter within seven days of receipt, thereof, time being of the essence, so as to enable the Promoter to register the Society or the Limited Company or condominium of all the Allottee/s under section in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016 and such other laws that may be applicable from time to time. The Allottee/s shall not raise any objection if any changes or modifications are made in the draft Bye-Laws or the Memorandum of Association and Articles of Association as may be required by the Registrar of Co-operative Societies or by other Authority.
 - 54. In the event of the new Society or the Limited Company or Condominium ("Organisation") hains formed and registered before the sale and disnosal of all the Dromotor's Said Pramises

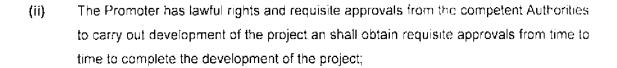
member without asking any transfer fee or amount, save and except entrance less, she application money and security deposit for maintenance charge like other Allogee's

As may be required by the BEST Reliance Infrastructure Limited or Tata Power 55. Limited or Maharashtra State Electricity Board or Adam Electricity any other authorised electricity providers, a substation room may be provided to such electricity provider of the layout of the said Property for supplying electricity to the building/s on the said Property and/or any part thereof and/or to the buildings constructed in the vicinity of the said Property; and the Allottee/s hereby grant his/her/their irrevocable consent to the Promoter for the same. The Promoter may be required to and if so required, the Promoter shall make requisite: applications to the land owning authority to execute a deed of lease/sub-lease/conveyance in favour of any concerned electricity provider for such area on which the substation room is to be provided as may be required. The Allottee/s shall not raise any objection and/or obstruction towards the putting up and construction of the electric substation and its structures and allied constructions, room/s, pipes and boxes, electrical meters, cables, connections and other matters in this connection and shall extend all co-operation and assistance as may, from time to time, be necessary in this respect as per the rules and requirements of the electricity provider. The lease to be executed in favour of the said Society or Organisation or Proposed Federation (as the case may be) shall be subject to such lease/sub-lease/conveyance as may be executed in favour of such electricity provider.

56. The Allottee/s for himself with an intention to bring all persons unto whomsoever hands the said Premises may come, doth hereby represent to the Promoter as follows:

(a) That he has independently investigated and conducted due diligence and has satisfied himself in respect of the title of the said Property, after being given complete inspection of all documents relating to title of the said Property, including sufficient time to go through this Agreement and all other anciliary documents.

- (b) That he waives his right to raise any questions or objections to the title of the Promoter to develop the said Property and to construct the said Building and said Premises, considering all the queries have been sufficiently answered/satisfied by the Promoter.
- (c) I hat he has entered into these presents after understanding and accepting the terms mentioned herein after taking advice of professionals and well-wishers, if required, and shall not subsequently raise any grievance with respect to any clauses contained herein.
- 57. The Promoters shall pay all outgoings (Municipal and Collector's Bills) and all other amounts such as betterment charges, contributions etc., payable to any local or public authority in respect of the said property under any statute or law, previous to the date hereof, if necessary, shall be apportioned between the Promoters and the Allottee/s.



(iii) There are no encumbrances upon the project land or the project except those disclosed in the title report;

All approvals, licenses and permits issued by the competent authorities with respect to the project, project land and said building/wing 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 project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land. Building/wing and common areas:

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

(vi) The Promoter has not entered into any agreement for sale and/or Development Agreement or any other agreement/arrangement with any person or party with respect to the project land, including the project and the said Premises/Plot) which will, in any manner, affect the rights of Allottee/s under this Agreement;

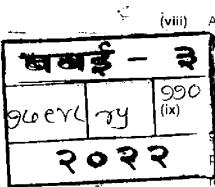
(vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said (Premises/Plot) to the Allottee/s in the manner contemplated in this Agreement;

At the time of execution of the conveyance deed of the structure to the association of allottee/s the Promoter shall hand over lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottee/s.

The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

- (x) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the project except those disclosed in the title report.
- (xi) Some of the slum dwellers have filed Appeals before the Competent Authority impugning the rejection of their eligibility for rehabilitation in the rehab premises.





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compensatory Floor Space Index in respect of the slum property and/or due to provision of Floor Space Index for Project Affected Persons (**PAP**).

- (xiii) The Promoters are proposing to construct beyond the presently sanctioned 39 Slabs of the sale building by loading Fungible Floor Space Index on the sale building vertically or horizontally by adding another sale building/s of ground still an affect on floors.
- (xiv) All such additional Floor Space Index, by whatever name called that has become available for additional construction on the sale building shall belong a clusion to the Developers and the Allottee/s and/or any juristic body or association or social of the Flat Allottee/s of the sale building shall neither have nor make any claim to such additional or compensatory FSI including and not limited to any FSI that may become available due to PAP or as Fungible FSI or otherwise
- 59. The Allottee/s for himself/herself/themselves with intention to bring all persons into whosoever hand the said Premises may come, do hereby covenant with the Promoter as follows:
 - To maintain at the Allottee/s own cost in good tenantable repair and condition from the date of possession of the said Premises is taken and shall not do, or suffer to be done, anything in or to the said Building, staircases or any passesses with may be against the rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the said Premises i self or any part thereof;
 - (b) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or be likely to damage the staircases, common passages or any other structure of the said Building including entrances of the said Building and in case any damage is caused to the said Building and/or the said Premises on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable to carry out the repair at the Allottee/s cost;
 - (c) To carry at his/her/their own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in the said Premises or to the said Building or the said Premises which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequence thereof to

the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the said free sale building and shall keep the portion, sewers, drains pipes in the said Premises and appurtenances thereto in good tenantable repair and condition and shall not chisel or, in any other manner, damage the columns, beam walls, slabs or RCC Pardis or other structural members in the said Premises without the prior written permission of the Promoter and/or the said Common Organization and in the event so such damage the Allottee/s shall indemnify the Promoter and/or Common Organization for the same;

to do or permit to be done any act or thing which may render void or voidable any surrance of the said free sale plot and the said Building or any part thereof or lereby any increase in premium shall become payable in respect of insurance.

Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said free sale plot and the said Building;

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(h) No equipment's such as dish antennae/solar heaters/solar panels, D.G. Set, air conditioning plants etc. shall be installed on the terrace and/or under the stilts and/or basements of the said building and/or in the compound of the said building by any of the flats/units/said Premises holders and/or the said organization at any time whatsoever without the permission of the Promoters. However the Promoter alone shall, from time to time, and at all times be entitled to permit the Premises/said Premises holders of the said Premises in the said building to install equipments such as dish antennae/solar heaters/solar panels, D.G. set, air conditioning plants etc on the terrace and/or under the stilts and/or basements of the said building and/or in the compound of the said building as the Promoter may determine absolutely at its discretion.

The refuge area adjoining to lobby / staircase / said Premises (hereinafter referred to as "the Refuge Area"), shall not be altered and/or enclosed and/or covered and/or changed on any grounds whatsoever, by the Allottee/s / Common Organisation. The Rifuge area in the said building shall kept in a clean and habitable condition and shall be the part of the common amenities and shall be used by all the Allottee/s in the building. The entry thereof at all times shall be without any restriction and shall always kept open and free of encroachment at all times including the common passage, stair case leading to such Refuge area.

(j) The Alfottee/s shall not remove or affix grills / fixtures on the exterior of the said Building or cause any obstruction of any nature whatsoever and the Alfottee/s shall forthwith remove such grills, fixtures, obstructions and shall be liable to pay a fine of Rs. 1,00,000/- (Rupees One Lacs Only) to the Promoter/ Promoters.

Premises by the Allottee/s viz. user for any purposes other than sulpose for the same is allotted:

- Premises or the Allottee/s's interest or benefit of this Agreement or part with the possession of the said Premises or any part thereof until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid-up and only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has intimated in writing to the Promoter:
- Common Organization may adopt at its/their inception and the additions, alterations, or amendments thereof that may be made from time to time for protection and maintenance of the said free sale plot, the said free sale building, the said Building and the said 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 the Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the said Common Organization regarding the occupation and use of the said Premises in the said Building and shall pay and contribute regularly and punctually the determinant.
- (o) Till the lease/sub-lease of the said free sale plot and the said Building is executed in favour of the Common Organization, the Promoter and its servants and agents vither without workmen and others, shall at all reasonable times, be entitled to enterior of any upon the said free sale plot, and the said Building or any part thereof.

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- (p) In the event any development charges or betterment charge, service charge or premium or tax or any other levy becomes payable by the Promoter, the Allottee/s hereby agrees to reimburse the same to the Promoter in proportion to the area of Flat / Units / Said Premises / Parking space / Garage etc., agreed to be purchased by him/her/them and in determining such amount, the decision of the Promoter shall be conclusive and binding upon the Allottee/s.
- (q) The Allottee/s shall insure and keep insured the said Flat / Units against loss or damage by fire of any other calamities for the full value thereof.
- (r) The Allottee/s agrees that his/her/their/its interest in the said property and the said building is impartable and he/she/they/it shall not be entitled at any time to demand

and the disbursements of the payments to be made. The Allottee/s alongwith other flats/said Premises/parking space Allottee/s and/or the co-operative society and/or limited company and/or incorporated body will not have any objection to the aforesaid right of the Promoter.

The Allottee/s has assured further that this Agreement is subject to the following covenants made by the Allottee/s:

if the Allottee/s have not been adjudicated as insolvent/bankrupt and/or to be wound up to any such proceedings are not pending against the Allottee/s .

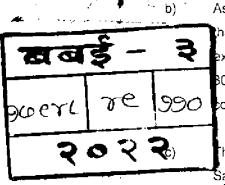
no receiver and/or assignee and/or liquidator is appointed in relation to any of the Allottee/s assets/properties;

- none of the Allottee/s assets are subject matter of any attachment and/or the Allotee has not been served with any notice and/or no proceedings in regard of the aforesaid are pending wherein the Allottee/s is a defending party;
- d) the Allottee/s has never been involved in any activity nor are any proceedings against him pending under the provisions of money laundering or foreign exchange violations/regulations;
- e) the Allottee/s has not compounded payment with his creditors, and has not been convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence exceeding a period of six months;
- 61. The Promoter has informed to the Allottee/s and the Allottee/s is aware and confirm that:
 - a) The development of the said Property is being carried out by the Promoter is under D.
 C. Regulation 33(10) read with Appendix IV.

As per the scheme formulated by the State Government/SRA only after completion of the entire development of the said Property, SRA will execute or caused to be executed, Lease in respect of the said Property in favour of the Society for a term of 30 years with a clause for renewal for further period of 30 years on the terms and conditions that may be approved by SRA.

The Promoter will request MCGM/SRA to execute separate Lease in respect of the Sale Plot, in favour of the society or any other Organisation that may be formed by the Promoter along with Allottee/s of the said Premises in the building "Ruparel Nova".

d) Since the said Property forms part of the holistic scheme for the development of the said Property, as and when permission to develop the remaining area of the said Property if any, is granted, SRA may instead of issuing separate LOI, treat the LOI issued in respect of the said Property as principal LOI for development of the Property and may modify the same from time to time.



- f) Some of the commercial said Premises in the said Sale Building will be provided to the existing eligible occupants, as and by way of Permanent Accommodation.
- The Promoter may at their option instead of utilising Sale Component at situ, opt for g) grant of TDR in lieu of the Sale Component and the Allottee/s herein-as well as other said Premises Allottee/s shall have no claim or demand of any nature whatsoever in respect thereof and Promoter shall be entitled to sell/transfer the TDR generated from the said Property and/or said Larger Property and/or due to amalgamation of Scheme or otherwise in the open market and to receive and appropriate to themselves the sale proceeds in respect thereof.
- h) Notwithstanding the fact that the said Property is included in the holistic scheme for development of the said Larger Property, neither the Allottee/s slum dwellers/occupant of the said Premises in rehab component of the said Property nor of the Larger Property shall have any right in respect of the said property and/or Sale component or any portion thereof. Similarly the Allottee/s of the said Premises in the building "Ruparel Nova" shall have no right, title, interest, claim or demand of any nature whatsoever in respect of the remaining area/FSI/Fungible FSI/TDR/any other benefit that may accrue to the share of the Promoter in any manner whatsoever in respect of the said Property and/or any other portion of the said Larger Pro portion of the said Larger Property that may be developed

The Allottee/s hereby agrees and consents to the same and grants consent to the Promoter to carry out the development as aforesaid. The Promote agreed to sell the said Premises to the Allottee/s based on the aloresaid as only.

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- 62. Notwithstanding any other provisions of this Agreement the Promoter shall be entitled to, at the Promoter sole and absolute discretion:
 - (a) to decide from time to time when and what sort of document of transfer should executed in whose favour.
 - (b) to have a society and/or limited company and/or condominium and/or any other body or bodies of Allottee/s formed and constituted as contemplated herein.
 - (c) have an exclusive, unfettered and unimpeachable right to sell, enter into any agreement with any persons as may decided by them from time to time.

Lease, as the case may be, lease given by the Promoter to the society and/or limited company as may be formed or incorporated as contemplated herein.

to cause to be and/or sub-leased, leased or transferred the said building and/or buildings either with the said property i.e. land underneath the building and appurtenant land i.e. compulsory open space required under law in favour of such society and/or limited company and/or other associations as the case may be.

deende and determine how and in what manner the infrastructure including the common by areas and other recreational facilities to be used by the various flat Allottee/s may be transferred and/or conveyed/assigned/ leased.

- (g) to provide for and incorporate covenants, restrictions and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads if any.
- 63. The Promoter has raised loan from LIC Housing Finance Ltd and created charge on the cash flow. The Promoter may take further loan from any bank and/or other institutions for development of the said Property, the Promoter has/may create mortgage/charge over the said Property including the said Premises and/or the cash flow of Premises to be constructed on the said Property to secure loan/advance that may be lont or advanced by the Bank/Financial Institutions to the Promoter. In the event, such Bank/Financial Institutions impose any condition that the consideration required to be paid by the Allottee/s is to be deposited in a designated account than upon receipt of intimation from the Promoter, the Allottee/s will make all the payments by issuing cheque/pay orders as may be required by such Bank/Financial institutions. Before offering possession of the said Premises and upon receipt of the entire consideration from the Allottee/s, it shall be the duty of the Promoter to obtain the requisite consent/NOC from such Bank/Financial Institutions releasing the charge in

respect of the said Premises.

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Promoter shall hereafter not mortgage or create a charge on the [Premises] and if any such mertgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest or the Allottee/s who has taken or agreed to take such [Premises].

- **65.** For any amount remaining unpaid by the Allottee/s under this Agreement, the Promoter shall have first lien and charge on the said Premises agreed to be allotted to the Allottee/s.
- This Agreement sets forth the entire agreement and understanding between the Promoter and the Allottee/s pertaining to the said flat and supersedes, cancels and merges:
 - (a) All agreements, negotiations, commitments writings between the Allottee/s and the Promoter prior to the date of execution of this Agreement

pursuance thereof ("Confidential Information") is confidential and proprietary and shall not be disclosed, reproduced, copied, disclosed to any third party or used otherwise without the prior written consent of the Promoter. The confidentiality obligations under this Clause sifall survive even after handing over the possession of the said Premises and its legally blighted the Allottee/s and shall always be in full force and effect.

- 68. The Allottee/s shall not make any public announcement regarding this Agree han without price consent of the Promoter.
- 69. Nothing contained hereinabove shall apply to any disclosure of Confidential Information if:
 - a) such disclosure is required by law or requested by any statutory or regulatory or judicial/quasi-judicial authority or recognized self-regulating Organization or other recognized investment exchange having jurisdiction over the Parties; or
 - b) such disclosure is required in connection with any litigation; or
 - c) such information has entered the public domain other than by a breach of the Agreement.
 - d) The Promoter shall not be bound by any such agreement, negotiations, commitments, writings, discussions, representations, warranties etc. and/or compliance thereof other than expressly agreed by the Promoter under this Agreement.
 - e) The Allottee/s agrees and acknowledges that the sample flat that may be constructed by the Promoter and all furniture, items, electronic goods, amenities, etc. provided therein are only the purpose of show casing that flat and the Promoter are not liable/required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the said sample flat, other than as expressly agreed by the Promoter under this Agreement;
 - The Allottee/s agrees that his/her/their/its interest in the said property and the said building is impartable and he/she/they/it shall not be entitled at any time of entitled at any time of partition of his/her/their interest in the said property and/or in the said building.
- 70. It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the project shall equally be applicable to and enforceable against any subsequent Allottee/s of the Premises in case of a transfer, as the said obligations go along with the Premises for all intents and purposes.
- 71. The Allottee/s hereby agrees, undertakes and covenants with the Promoter / Promoter/s that neither he/she/they, nor the said Common Organization shall, at any time hereafter, limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by or granted to the Promoter / Promoter/s under this Agreement, or any other deed, document or writing that may be entered into and executed between the parties hereto, or those of the Promoter / Promoter as mentioned herein, and the Allottee/s and the

Allottee/s do/doth hereby confirms and consents to the irrevocable right of the Promoter, to develop the said Property including the said Building known as "RUPAREL NOVA", on the said Property being a portion of the property more particularly described in the First Schedule hereunder written, in whatsoever manner the Promoter may deem fit and proper without any further reference or other consent or concurrence in future upon transfer of the said land "Ruparel Nova", to the said ultimate organization the Allottee/s will become Owner as contemplated under the RERA and/or Companies Act and/or condominium.

The Asymptes and Solicitors of the Promoter shall prepare the Deed of Transfer / Lease and all other soluments to be executed in pursuance of these presents as also the Bye-laws article. Memorandum and Article of Association in connection with the Co-operative of the Limited Company or the Condominium as the case may be and all costs, charges and expenses including stamp duty, registration charges and other expenses in connection with the preparation and execution of the Conveyance and other documents and the formation or registration or incorporation of the Said Organisation shall be borne and paid by all the Allottee/s of the said Premises in the said Property in proportion to the respective area of the respective Said Premises.

Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Said Premises or of the said Property and the said Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him/her/them. It is further agreed that all rights of ownership in all open spaces, parking spaces, lobbies, lifts, staircases, common terraces, etc. will remain the property of the Promoters, until the said Property and the said Building is leased to the said Common Organization as hereinabove mentioned, which in any case shall be subject to the rights of the Promoter as agreed to and specified herein and of the other Allottee/s of units and said Premises as herein stated.

The Bottee/s hereby agrees, undertakes and covenants with the Promoter that neither he/she/they, nor the said Common Organization shall, at any time hereafter, limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by or granted to the Promoter under this Agreement, or any other deed, actument or writing that may be entered into and executed between the parties hereto, or those of the Promoter as mentioned herein, and the Allottee/s and the said Common Organization shall be bound and liable to render to the Promoters, all necessary assistance and co-operation, to enable it to exercise and avail of the same.

76. Any delay tolerated or indulgence shown by the parties in enforcing the terms of this Agreement or any forbearance or giving of time to each other shall not be construed as a waiver on their part 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 parties.

77 The Allottee/s shall present this Agreement for registration within the time prescribed by the

NAME : (1) MRS. LEENA CHAITANYA DABHOLKAR AND

(2) MR. CHAITANYA HÉMANT DABHOLKAR

EMAII cdabholkar70@gmail.com

ADDRESS 303/40, Sulochana Bane Sadan, Waras Lane, Worlf Kollwada, Worlf

Mumbai - 400030.

- 79. The Allottee/s and Promoter agree to inform each other of any change in access subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Allottee/s or the Promoter, as the case may be
- 80. The Allottee/s hereby agrees that in case there are joint-Allottee/s, all communications shall be sent by the Promoter to the Allottee/s whose name appears first and at the address given by him/ner which shall for all intents and purposes to consider as properly served on all the Allottee/s
- The Allottee/s hereby declares that he has gone through this Agreement and all the documents related to the said Property and the said Premises and has expressly understood the contents, terms and conditions of the same and the Allottee/s after being fully satisfied the entered into this Agreement
- 82. The Promoter shall not be responsible and/or liable for the consequences arising out of the change in law or changes in Municipal and other laws, rules, regulations etc.
- 83. This Agreement shall be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016, or any other modifications or re-enactments thereof that may be in force in the State of Maharashtra from time to time or the Maharashtra Premises Sympoship.

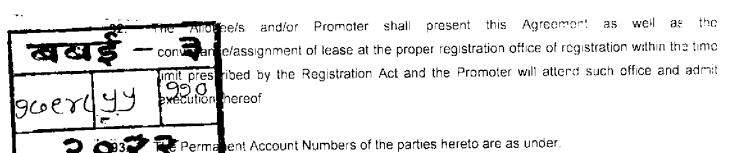
 Act (Mah Act. No. XV of 1971) whichever may be adopted by the Promoter and the rules made there under.
- 84. The Anottee/s hereby declares that they have gone through the Agreement and all the documents related to the said Premises purchased by him/her/them and has expressly understood the contents, terms and conditions of the same and the Allottee/s after being fully satisfied with the contents has entered into this agreement.
- 85. The Stamp Duty and Registration charges payable on this Agreement and all the documents to be executed in pursuance to this agreement shall be borne and paid by the Allottee/s alone.
- 86. PROVIDED AND ALWAYS that if any dispute, difference or question at any time hereafter arises between the parties hereto or their respective representatives or between Allottee/s of other Said Premises in the Said Building and the Promoter in respect of the construction of

understandings, any other agreements, allotment letter. correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Premises/plot/building as the case may be

property understood and so agreed by and between the Parties nerglo that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applied be to and enforceable against any subsequent Allottee/s of the [Flat/Plot], in case of a trainistic is the said obligations go along with the [Flat/Plot] for all intents and purposes

If a vision of this Agreement shall be determined to be void or unenforceable under the time of the Rules and Regulations made thereunder or under other applicable laws, such provisions of the 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 Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

- 90. Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment in common with other Allottee/s(s) in Project, the same shall be in proportion to the carpet area of the Premises to the total carpet area of all the Premises in the Project.
- 91. 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



Shree Sukhakarta Developers Pvt. Ltd.

Permanent A/c. No.

AATCS3173L

(1) MRS. LEENA CHAITANYA DABHOLKAR

BBRPB9704M

(2) MR. CHAITANYA HEMANT DABHOLKAR

AOZPD4653D

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO :

(Description of "the said Larger Property")

On or towards North

: by Hindu Cemetery C. S. No. 826

On or towards South

. by Jerbaiwadia Road

On or towards East

: by T. B. Hospital C.S. No. 991

On or towards West

: by Sanatorium C.S. No. 185

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Description of "the said Premises")

ALL THOSE premises being Flat / Premises No/s. 3404 admeasuring 368 sq.ft. RERA carpet area, on the 34th floor, of the proposed sale building to be known as "RUPAREL NOVA" to be constructed on the portion of the said larger property more particularly described in the First Schedule hereinabove and delineated in RED colour boundary line on the floor plan thereof hereto annexed and marked as ANNEXURE "G", together with an exclusive right to use 1 (One) vehicle parking space provided as an amenity being part of the common area.

THE THIRD SCHEDULE ABOVE REFERRED TO: **LIST OF COMMON AREAS AND FACILITIES**

(Nature, extent and description of common areas and facilities/limited common areas and facilities)

RESTRICTED COMMON AREAS AND FACILITIES

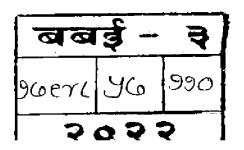
Landing in front of stairs on the floor on which the particular premises is located, as a mere 1. access to the premises but not for the purpose of storage, recreation, residence or sleeping. The landing is limited for the use of occupiers of the premises on that particular floor and the visitors thereto but is subject to means of access for reaching other floors, available to all residents and their visitors.

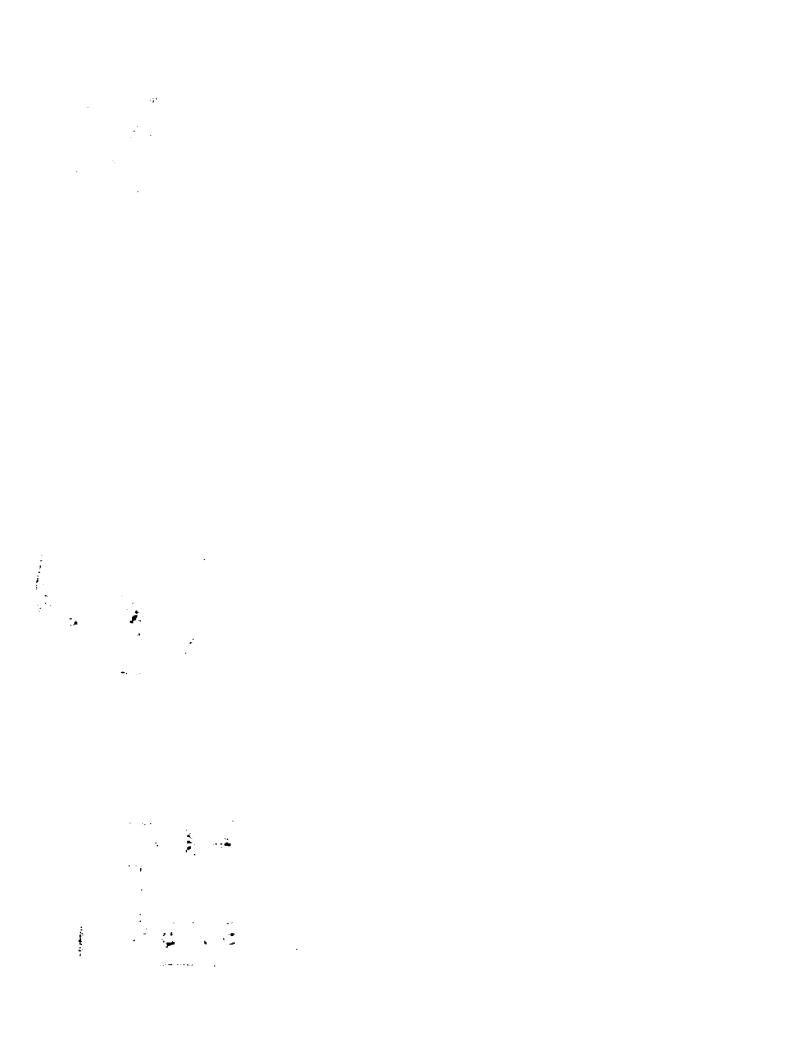
2. Mechanical and puzzle Car parking spaces in the upper basement lower podium levels in the free sale building.

Underground flushing and domestic water tank and water supply, ain water-harve 3. CCTV. The Purchaser will have a proportionate undivided interest in the above proportionate reduction therein in case additional premises are constructed in the said free sale building. All areas not covered under "common areas and facilities" including-open. spaces, terrace, parking spaces are restricted areas and facilities and the Promoter shall have absolute rights to dispose of the same as the Promoter may deem fit. C.H. Dahrolker

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RECEIPT

RECEIVED the day and year first hereinabove written of and from the withinnamed Purchaser/s the total sum of Rs. 20,99,841/- (Rupees Twenty Lakhs Ninety Nine Thousand Eight Hundred Forty One Only) as mentioned below:

Date	Bank	Cheque No.	Amount
30-Jul-202 <i>2</i>	M-Swipe	221114021907	50,000
30-Jul 2022	M-Swipe	221119925201	50,000
23-Aug-2022	Saraswat Bank	060690	9,99,841
03-Sep-2022	State Bank of India	698129	10,00,000
	TOTAL	·	20,99,841

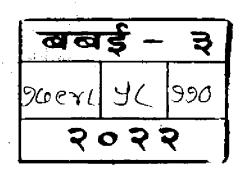
as and by way of earnest money as mentioned hereinabove to be paid by him/her/them to us.

Rs. 20,99,841/-

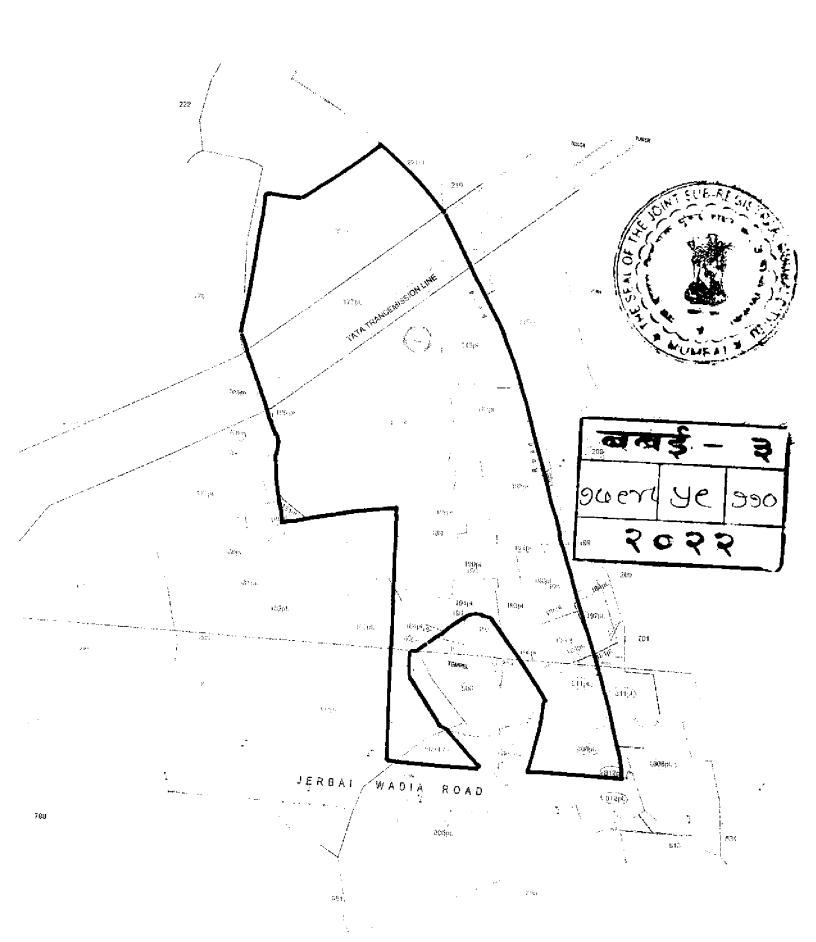
WE SAY RECEIVED

For Shree Sukhakarta Developers Pvt. Ltd

(DIRECTOR / AUTHORISED SIGNATORY)



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No.: SRA/ENG/1596/FS/ML/LOI

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Date:

1. Architect

Shri. Rahul Kamathi of M/s. Rahul Kamathi

Architects & Interior Designers

Near Magnet Mall, Senapati Bapat Marg,

Matunga (West), Mumbai - 400 016.

1, 2. Developer

M/s. Shree Sukhakarta Developers

Municipal Chawl No. 404/2, Kartak Road, Wadala West,

Mumbai 400 031

3. Society

'Mamta Sahkari Grihanirman Sanstha CHS

(Ltd.)

Sub:

Revised of LOI - Proposed S. R. Scheme on plot bearing S. R. Scheme on plot bearing C.S. No. 177 (pt), 180(pt), 183(pt), 184(pt), 185(pt), 186(pt), 187(pt), 188(pt), 189(pt), 190(pt), 192(pt), 193(pt), 195(pt), 196(pt), 197(pt), 198(pt), 202(pt), 215(pt), & 221(pt). of Dadar Naigaon Division in Sewree Wadala Estate Scheme No. 57 and C.S. no. 804(pt), 805(pt), 809(pt), 810(pt), 811(pt), 811(pt), & 812(pt), in F/S Ward of MCGM, Mumbai. For 'Mamta Sahkari Grihanirman Sanstha THS (Ltd.)

Ref: SRA/ENG/1596/FS/ML/LO1

Gentleman,

With reference to the above mentioned Slum Rehabilitation Scheme and on the basis of documents submitted by applicant, this office is pleased to issue in principle approval to the scheme in the form of this Revise I Letter of Intent [501] subject to the following conditions.

- 1. This Letter of Intent is issued on the basis of plot area certified by the Architect and the Annexure il issued by Competent Authority and other relevant documents.
- 2. This LOI is in continuation with earlier LOI who

SRA/ENG/1596/FS/ML/LOI

3. The built up area for sale and rehabilitation shall be as per the following scheme parameters. In the event of change in area of plot, Nos. of eligible huts etc. the parameters shall be got revised from time to time.

	Si.	Particulars	Area in Sq.Mt.
10/4	100	Grdes Plot Area	10,602.44
	2.	Non buildable R.G. (35% of reservation area adm.1465.88 sq. mt.)	513.06
<u>ब्</u> रक्ष इ	-	ii) Area under internal road	1696.27
Gerl E		giii) Area under Jerbai Wadia road	430.86
20:	7 =	iv) Area under Reservation for TB Hospital. (5738.33x .20)/4	286.92
	F .	v) Area under Tata transmission line	1,271.10
Selection of		Total Deductions	4,197.21
- Parent	3.	Balance Plot Area	6,404.23
	4.	Deduction for 15% R.G.	
	5.	Net Plot Area	6,404.23
	6.	Plot area for FSI Consumption	6,404.23
	7.	Rehabilitation BUA	17,641.99
	8.	Rehabilitation Component	23654.16
	9.	Sale Component in the Scheme (considering basic ratio of 1.1)	26086.104
	10.	Total BUA sanctioned for the scheme (7+9)	43716.00
	11.	FSI permitted to consumed on plot	6.82
	12.	BUA/TDR against TB Hospital Construction	482.02

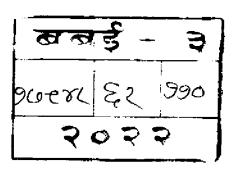
SRA/ENG/1596/FS/ML/LOI

- 4. That you shall submit The Revised NOC from CFO, NOC from E.E. (1 & C) remarks and NOC from Dy. Ch. Eng. (M & E) before asking Further CC building under reference.
- 5. That all the structural members below ground shall be designed considering the effect of chlorinated water, Sulphur water, seepage water etc. and any other possible chemical effect and due care while constructing the same will be taken and completion certificate to that effect shall be submitted before asking further CC to composite bidg, in the scheme.
- 6. That the work shall not be carried out between 10.00 pm to 6.00 am, only in accordance with Rule 5A(3) of Noise Pollution (Regulation & Control) Rules 2000 & the provision of Notification issued by Ministry of Environment & forest Dept.
- 7. That you shall register the said project with MAHA- RERA & submit the certificate to this office for office record
- 8. That the developer shall submit the certified Annexure-II for Non Eligible tenements as provisional PAP's before asking OCC Sale Bldg.

Yours faithfully,

Chief Executive Officer
Slum Rehabilitation Authority

(Hon'ble CEO (SRA) has approved the Revised LOI)





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No F-S/MCGM/0051/2006082

Date:

To,
Afchitect
Shri. Rahul Kamathi
Ruparel Iris, Plot No. 273,
Senapati Bapat Marg,
Matunga (W) Mumbai

Amended Plans for Sale bldg. No. 03 under S.R. Scheme on land bearing C. S. No. 177(pt), 180(pt.), 183(pt.), 184(pt.), 185(pt.), 186(pt.), 187, 188(pt.),189(pt.), 190(pt.), 191(pt.), 192(pt.), 193, 195, 196(pt.), 197(pt.), 198(pt.), 202(pt.), 215(pt.) & 221(pt.) of Dadar Naigaon in Sewree Wadala Estate scheme No. 57 and C.S. No. 804(pt), 805(pt), 808(pt 809, 810, 811(pt.) & 812(pt.) for Far Mamta Sahkari Grihanirman Sanstha CHS (Ltf.).

Ref.: Your letter received to this office on 04/02/2019 Gentleman,

With reference to the above, the amended plans for Sale wors osus) Building submitted by you are hereby approved by this office, subject to following conditions,

- 1. That the conditions of LOI u/no. SRA/ENG/1596/FS/ML/LOI dtd. 11/02/2010 & Revised LOI dtd. 29/12/2016 & 22/01/2019 shall be complied with.
- 2. That the conditions of IOA u/no. F-S/MCGM/0051/20060825/AP/S3 dtd. 28/01/2019 & shall be complied with.
- 3. That the Revised drainage approval and drawing shall be obtained for proposed amended plans shall be submitted before asking CC to sale bldg. u/r
- 4. That the NOC from Ex. Eng. (T &C) shall be obtained for proposed Amendments before asking further CC of Bldg, under reference.
- 5. That Revised Structural Design and calculations shall be obtained for

6. That the C.C shall be got Re-endorsed as per amended plans.

7. That the Revised MOEF NOC shall be submitted before asking further common previous NOC.

That the revised Demarcation of R.G. Reservation shall be obtained before granting FCC of Bldg. u/r.

that the NOC from CFO shall be obtained for proposed amendments before asking further CC of Bldg. under reference.

10. That you shall submit Civil Aviation NOC before asking further CC

Yours faithfully,

स्टाई - ३ १७९४ द्व १९० २०२२ Slum Rehabilitation Authority
Executive Engineer-I







No F-S/MCGM/0051/20060825/AP/S3

Date:

2 9 APR 2022

To, Architect Shri. Rahu! Kamathi Ruparel Iris, Plot No. 273, SenapatiBapatMarg, Matunga (W) Mumbai

विवर्ड - ३ १८ ९४८ हुए १९९० १८ Scheme on Land

Sub: Amended Plans for Sale bldg. No. 03 under S.R. Scheme on Yand bearing C. S. No. 177(pt), 180(pt.), 183(pt.), 184(pt.), 185(pt.), 186(pt.), 187, 188(pt.), 189(pt.), 190(pt.), 191(pt.), 192(pt.), 193, 195, 196(pt.), 197(pt.), 198(pt.), 202(pt.), 215(pt.) & 221(pt.) of Dadar Naigaon in Sewree Wadala Estate scheme No. 57 and C.S. No. 2804(pt), 805(pt), 808(pt 809, 810, 811(pt.) & 812(pt.) for 'Mamta'

Sahkari Grihanirman Sanstha CHS (Ltd.),in F/S ward of MCGM

Mumbai.

Ref.: Your letter received to this office on 12/01/2022.

Sir,

By direction, the amended plans for Sale Building No.3, submitted by you are hereby approved by this office, subject to following conditions,

- That the conditions of LOI u/no. SRA/ENG/1596/FS/ML/LOI dtd. 11/02/2010 & Revised LOI dtd.29/12/2016 & 22/01/2019 shall be complied with.
- 2. That the conditions of IOA u/no. F-S/MCGM/0051/20060825/AP/S3 dtd. 28/01/2019 And Amended plans 07/02/2019 shall be complied with.
- That the Revised drainage approval and drawing shall be obtained for proposed amended plans and shall be submitted before asking CC to sale bldg. u/r
- 4. That the NOC from Ex. Eng. (T &C) shall be obtained for proposed amendments before asking further CC of Bldg, under reference.
- 5. That Revised Structural Design and calculations shall be submitted for proposed amended plans before asking further CC to Sale Bldg. u/r.

6. That the C.C shall be got Re-endorsed as per amended plans.

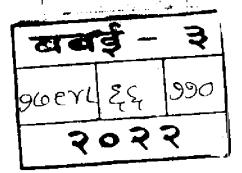
har the revised Demarcation of R.G. Reservation shall be obtained before spanting CC of Bldg. u/r.

at the COC from CFO shall be obtained for proposed amendments ore serigCC of Bldg. under reference.

9. That see shall submit NOC from Civil Aviation Authorities before arther CC beyond permitted height.

10. Thatthe NOC from Dy. Ch. Eng. (M & E) shall be submitted before askingfurther CC of Bldg, under reference.

11. That you shall submit NOC from High-Rise Committee before asking 66 beyond 120m height.



Yours faithfully,

Executive Engineer
Slum Rehabilitation Authority

SLUM REHABILITATION AUTHORITY

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

NO FS/ MCGMI 0051/2006082

COMMENCEMENT CERTIFICATE

Τo,

J/s. Shree Sukhakerta Developers Municipal Chem) No. 404/2, Office No. 3,

Katrak Road, Wadala (W), Mumbai - 400 031.

Sir,

808 With reference to your application No.

dated 23/01/2019

Sale

Permission and grant of Commencement Certificate under section 44 & 69 of the Maharashira Region

Planning Act, 1966 to carry out development and building permission under section 45 or

Regional and Town Planning Act, 1966 to erect a building on plot No. bearing

Regional and Town Planning Act, 1966 to erect a pulluling off plotters.

C.T.S. No. 177 (Pt.), 180 (Pt.), 183 (Pt.), 184 (Pt.), 185 (Pt.), 186 (Pt.), 187 (Pt.), 190 (Pt.), 191 (Pt.), 192 (Pt.), 196 (Pt.), 196 (Pt.), 202 (Pt.), 215 (Pt.), 8 221 (Pt.)

of vilage Dadar Naigaon Division TPSNo._

ward FIS

The Commencement Certificate / Building Permit is granted subject to compliance of mentioned in LOI U/RNo. SRA/ENG/1596/FS/ML/LCI U/RNo. <u>SRA/ENG/1596/FS/ML/LCI</u> IDA/U/RNo. <u>F-S CGM/20051/20060825/AP/33</u>

and on following conditions.

The land vacated in consequence of endorsement of the setback line/road widening line shall form part of the Public Street.

2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any reason until occupancy permission has been granted.

The Commencement Certificate/Development permission shall remain valid for one year from the date of its issue. However the construction work should be commenced within three months from the date of its issue.

This permission does not entitle you to develop land which does not vest in you or in contravention of the provision of coastal Zone Management Plan.

5. If construction is not commenced this Commencement Certified 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 C.E.O. (SRA) if:-

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

(b) Any of the condition subject to which the same is granted or any of the restrictions imposed by the C.E.O. (SRA) is contravened or not complied with.

(C) The C.E.O. (SRA) is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 and 45 of the Maharashtra Regional and Town Planning Act 1966.

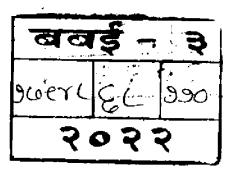
The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

In Sewree Wadala Estate Scheme No. 57 and C. S. No. 804(Pt.), 803(Pt.), 808(Pt.), 809(Pt.), 810(Pt.), 811(Pt.), and 812(Pt.) of Parel Source

Div. inff/S Ward of MCGM, Mumbal for 'Mamta Sahkari Gruha Nirman

F S/M(4M/0051/20060825/AP/5/ 2/ 11.11

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F-S/MCGM/0051/20060825/AP/S3

This C.C. is further extended up to 7th uppor floor (1.0, upto 24 mt. ht.) as per last approved amended plann dtd. 07/02/2019.

F-S/MCGM/0051/20060825/AP/S3

F & WAY 2020

This C.C. is further extended from 8th to 18th upper floors with RCC, brick and masonry work & from 19th to 39th upper floors in form of R.C.C. frame work, as per last approved amended plans dtd. 10/10/2019.

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Off.: Lawyers Chamber, 2nd Floor, Bandra Court, Anant Kanekar Marg, Bandra (East), Mumbai - 400 051.

Resi.: 604-A, Durga Residence CHS Ltd., Phase-III, Indralok, Deepak Hospital Road, Bhayander (E), Dist; Thane.

TO WHOMSOEVER IT MAY CONCERN This is to certify that I have for the purpose of investigating the title of SHREE

SUKHAKARTA DEVELOPERS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having its corporate office at 1st Floot, Plot No. 2rdS, Near Big bazaar, Senapati Bapat Marg, Matunga Road (W), Mumbai – 400016, (formerly known as M/s. Shree Sukhkarta Developers) ("the Developers"), to all that pieces and parcel of land together with the structures standing thereon admeasuring about 10,602.85 sq. mtrs or thereabouts bearing Cadastral Survey No. 177(pt), 180(pt), 183(pt), 184(pt), 185(pt), 186(pt), 187(pt), 188(pt), 189(pt), 190(pt), 192(pt), 193(pt), 195(pt), 196(pt), 197(pt), 198(pt), 202(pt), 215(pt) & 221(pt) of Dadar Naigaon Division in Sewree Wadala Estate Scheme No 57 in F/S ward of MCGM, in the Registration District and Sub-District of Island City of Mumbai occupied by the slum dwellers of "Mamta Sahakari Gruha Nirman Sanstha (Proposed)" (hereinafter referred to as "the said Property") have caused searches to be taken with the Sub-Registrar of Assurances at Bombay for the year 1961 to 2011 (for 51 years) through my search clerk, Mr. Shriniwas A. Chipkar.

- The Developers published a public notice inviting claims in respect of the said property. The public notice was published in two newspapers viz, English and Marathi (Mumbai Edition) on 13 March 2010. The Developers have not received any claims and/or objection to the said Public Notice. I have not issued any public notice thereafter.
- 2. The said property is not under any reservation under the development plan save and except as stated above in the plan.

Mob.: 9821381307

Santosh K. Singh

M.A., LL. B.

Advocate & NOTARY, Govt. of India

mbei 200 Floor, Bandra Court, Anant Kanekar Marg, Bandra (East), Mumbai - 400 051.

sider chiCHS Ltd., Phase-III, Indralok, Deepak Hospital Road, Bhayander (E), Dist. Thane.

afief facts of the said Property are as under:-

(a) It appears that, the Municipal Corporation of Greater Mumbai ("MCGM") is the owner of the property being all that piece and parcel of land ogether with the structures standing thereon admeasuring about 0,602.85 sq.mtrs. or thereabouts bearing Cadastral Survey No. 177(pt), 80(pt), 183(pt), 184(pt), 185(pt), 186(pt), 187(pt), 188(pt), 189(pt), 90(pt), 192(pt), 193(pt), 195(pt), 196(pt), 197(pt), 198(pt), 202(pt), 215(pt) and 221(pt) of Dadar Naigaon Division in Sewree Wadala Estate Scheme No. 57 in F/S ward of MCGM, in the Registration District and Sub-District of Island City of Mumbai, under SRA Scheme/Provisions (hereinafter referred to as "the said property").

- (b) The above property is occupied by slum dwellers/occupants/tenants who are residing with their respective families in their respective structures / hutments. These slum dwellers/occupants/tenants have proposed to form a society by the name "Mamta Sahakari Gruha Nirman Sanstha (Proposed)" be registered after the construction of the same (hereinafter referred to as "the said Society").
- (c) The said property is completely occupied by proposed members of the said proposed society/tenants/occupants.
- (d) Ey Special General Body Meeting, the said Society vide its Resolution interalia granted development rights of the said Property to the said Developers, under Regulation No. 33 (10) of the Development Control Regulation for Greater Mumbai 1991.
- (e) By a Development Agreement dated 30 May 2006, made and entered into



Santosh K. Singh

M.A., LL. B

Advocate & NOTARY, Govt. of India

ଠମ: : Lawyers Chamber, 2nd Floor, Bandra Court, Anant Kanekar Marg, Bandra (East), Mur**ୁର୍ଲ୍ ,** 400 051

Resi.: 604-A, Durga Residence CHS Ltd., Phase-III, Indralok, Deepak Hospital Road; Bhayander (E), Dist. Thane.

members/office bearers (therein referred to as "the Society") of the Other
Part and, the Society therein agreed to grant all the development ights in
respect of the said Property to the said Developers, for the consideration
and on the terms and conditions more particularly set out therein.

- (f) Thereafter the said Society executed an Irrevocable Power of Atternet dated 30 May 2006, in favour of the said Developers interalia to obtain various statutory permissions, carry on construction / development works on the said Property, to sell the premises to be constructed from the FSI available and to receive the consideration amount from the sale thereof and to do various acts, deeds, matters and things in respect of the said property.
- (g) The appropriate authority i.e. the Ward Officer F/South Ward of Brihanmumbai Mahanagar Palika on 16th April 2008 issued Annexure II, setting out details of the eligible and non-eligible slum dwellers in respect of the said Property and the revised Annexure II / Supplemental Annexure II was issued by the concerned authorities from time to time.
- (h) Subsequently, the Slum Rehabilitation Authority issued Annexure III on 25th April 2008, setting out details of the SRA Scheme.
- (i) The Tata Power Co. Ltd. vide its letter dated 3rd December 2008, bearing reference no. TLJ/LM-01/(SGB)/739 has given its "No Objection Certificate" for proposed development of the said property adjacent to Tata Power's 110 KV Trombay-Parel Line Nos. 1, 2 & 4 and 110 KV Parel-Mankburd line in sport 17, 40.

Mob.: 9821381307



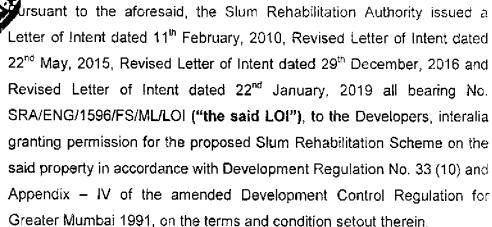
Santosh K. Singh

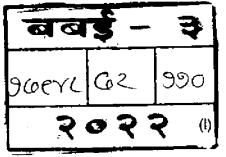
M.A., LL. B.

Advocate & NOTARY, Govt. of India

Off.: Land Bandra Court, Anant Kanekar Márg, Bandra (East), Mumbai - 400 051.

Durga Residence CHS Ltd., Phase-Ill, Indralok, Deepak Hospital Road, Bhayander (E), Dist. Thane.





Thereafter the Developers have obtained the Intimation of Approval ("IOA") dated 28th January 2019, the amended IOA dtd. 7th February 2019, bearing No. F-S/MCGM/0051/20060825/AP/S3 in respect of the Sale Building No. 3 on portion of the said property.

- (m) The Promoters have obtained Commencement Certificate ("C.C.") dated 07th February, 2019, bearing F-S/MCGM/0051/20060825/AP/S3 in respect of the Sale Building No. 3 on portion of the said property.
- (n) Pursuant to the aforesaid permissions the Developers are in process constructing on the portion of the said property, <u>Sale Building No. 3</u>, subject to sanction and permission to be obtained from the concerned authorities (hereinafter referred to the "the Sale Building No. 3"), the name of the Sale Building No. 3 shall be "RUPAREL NOVA".
- (o) In the meantime the said M/s. Shree Sukhkarta Developers a partnership firm got converted / transferred into a private limited i.e. Shree Sukhakarta Developers Private Limited, registered with Registrar of Companies vide





Advocate & NOTARY, Govt. of India

Off.: Lawyers Chamber, 2nd Floor, Bandra Court, Anant Kanekar Marg, Bandra (East), Mumbai - 400 051.

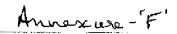
Resi.: 604-A, Durga Residence CHS Ltd., Phase-III, Indralok, Deepak Hospital Road, Bhayander (E), Dist. Thane.

4. In the premises the Developers i.e., the said SHREE SUKHAKARTA DEVELOPERS PRIVATE LIMITED (formerly known as M/s. Shree Sukhkarta Developers) are entitled to the develop the said property and they have a clear and marketable right free from all encumbrances in respect of the said Property.

Dated this 19th day of February, 2019.

MR. SANTOSH KUMAR SINGH Advocate जबई - ३ 96er(Co3 990 २०२२







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 : **P51900019946**

Project: Ruparel NOVA ... Plot Bearing / CTS / Survey / Final Plot No.:177p and others of dadar naigaon division and 804p and others of sewree wadala division at GNorth-400016, Ward GNorth, Mumbai City, 400012;

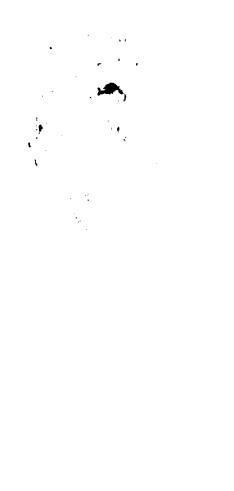
- 1. Shree Sukhakarta Developers Pvt.Ltd. having its registered office / principal place of business at *Tehsil: Ward GNorth, District: Mumbai City, Pin:* 400016.
- 2. This registration is granted subject to the following conditions, namely:-
 - The promoter shall enter into an agreement for sale with the allottees;
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the
 allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate
 (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates
 of Interest and Disclosures on Website) Rules, 2017;
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;
 OR

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

- The Registration shall be valid for a period commencing from 15/03/2019 and ending with 30/12/2024 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 fulfified by the promoter, the Authority may take necessary action against the
promoter including revoking the registration granted herein, as per the Act and the cuts as a geogrations made there
under.

Digitally Signed by
Dr. Vasant Fremanand Prabhu
(Secretary MahaRERA)

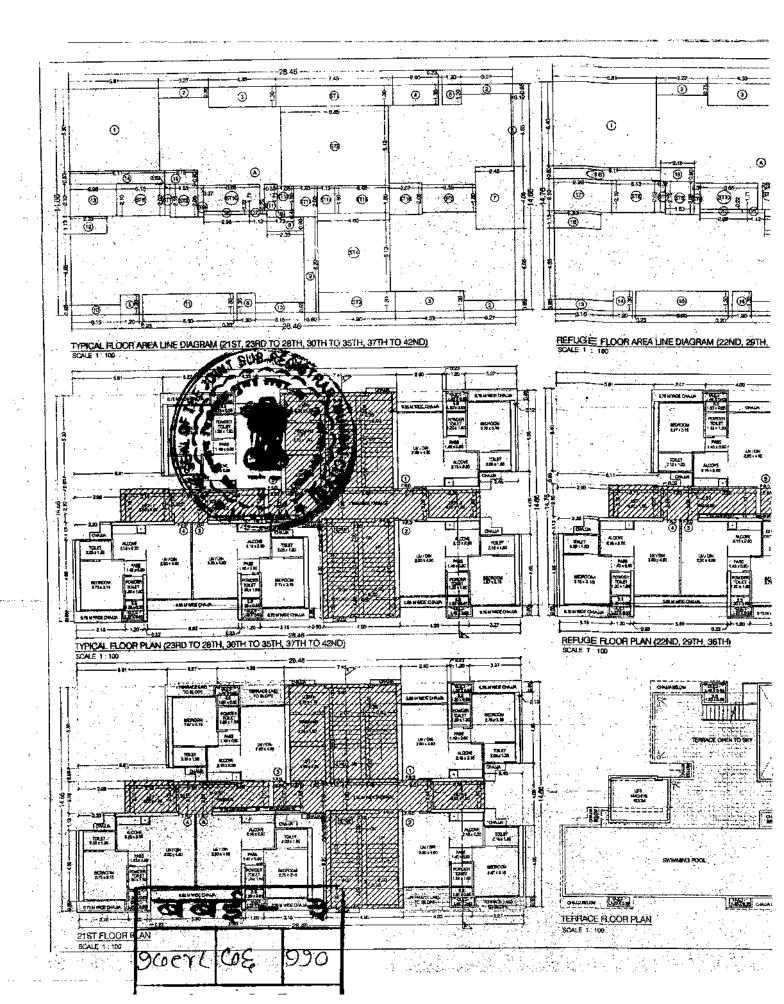


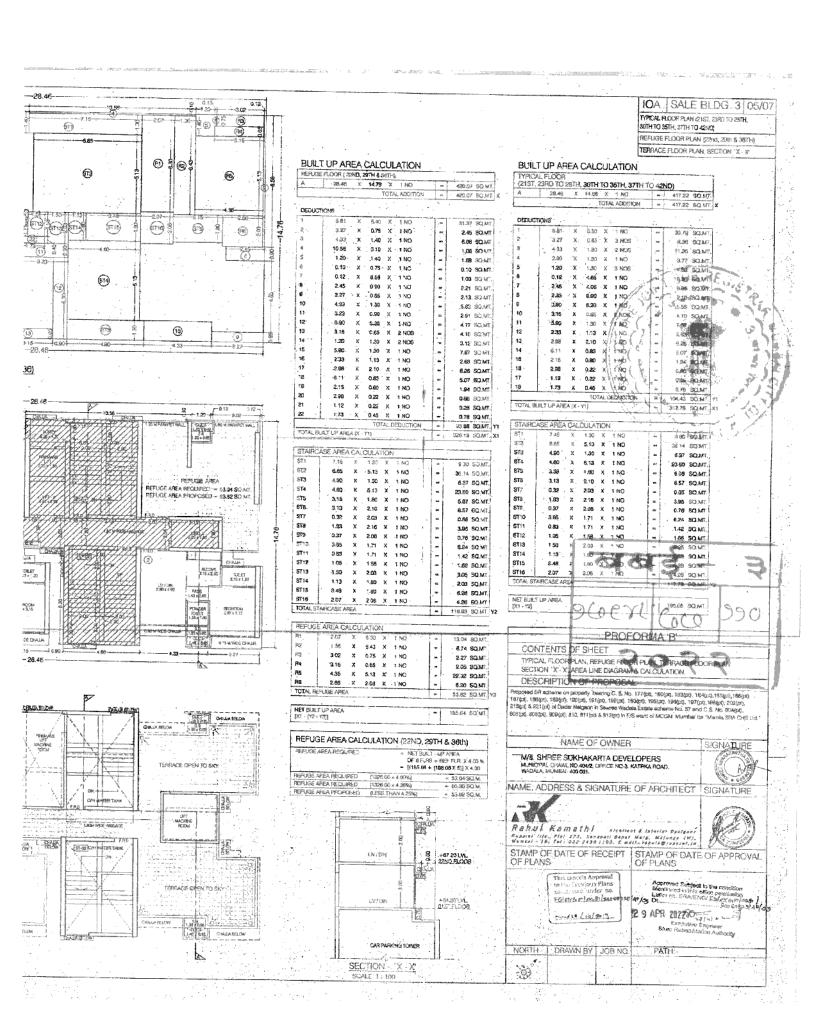




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ANNEXURE 'H'

LIST OF SPECIFICATIONS AND AMENITIES:-

The work shall be carried out as per the Specifications and with the amenities in respect of the flat/shop agreed to be sold and which are set out herein under:-

- 1) Beautiful elevation and quality construction of R.C.C. framed structures with external and inside walls of block/brick will be finished with plaster.
- 2) Good quality lift.
- 3) Compound wall with M.S. Gate.
- Living room : Imported Tiles flooring, Split air conditioner, TV, Telephone & Intercom points.
- 5) Bedroom :-

Imported Tiles flooring, Air Conditioner, TV, Telephone & Intercom points

Kitchen: Vitrified Tiles flooring, Electric point for appliances.

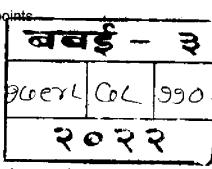
Bathrooms :-

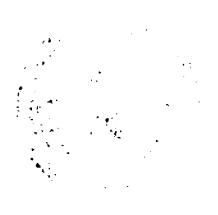
Quality C.P. fittings & Sanitary-ware, ceramic flooring, glazed tiles dado up to door height.

8) Electrification :-

ISI marked copper concealed wiring, telephone cable, wiring for internet, cable T.V points, DB with ELCB, MCB for circuit.

- 9) Painting & Finishing:- Flat walls with plastic paint, Exterior with Acrylic paint.
- 10) Doors :Both side laminate flush doors, S.S./Brass fittings.
- 11) Windows :-





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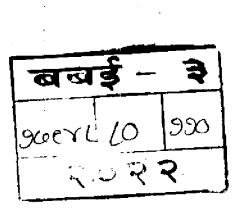
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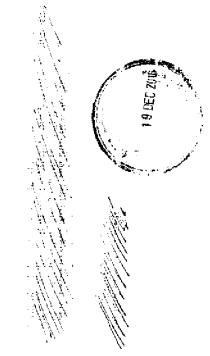
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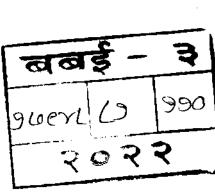
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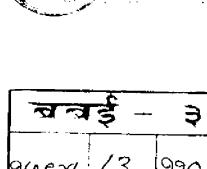
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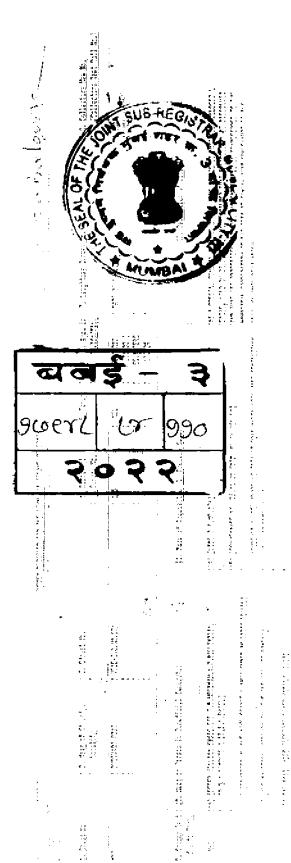
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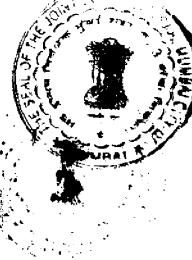
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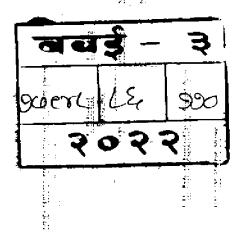
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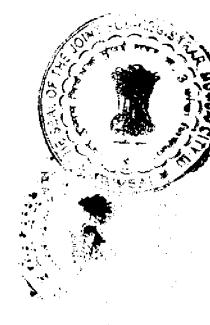
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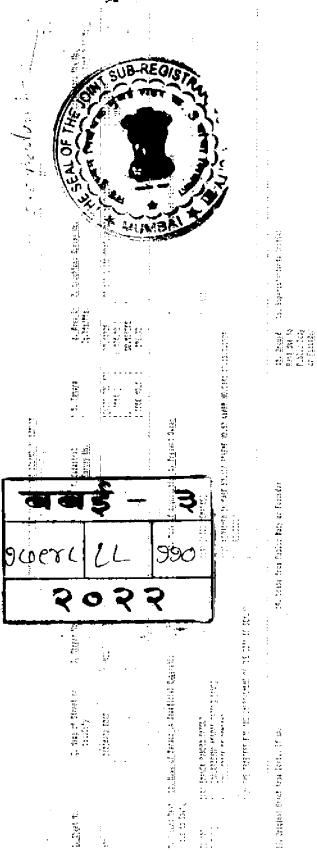
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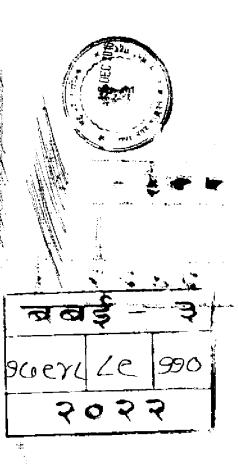
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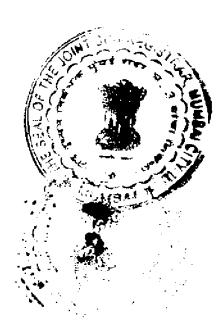
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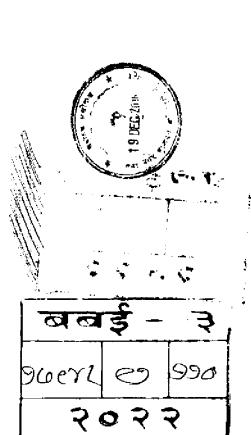
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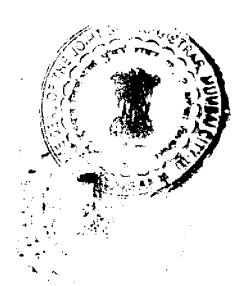
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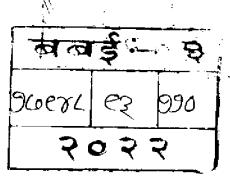
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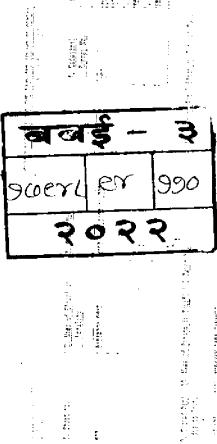
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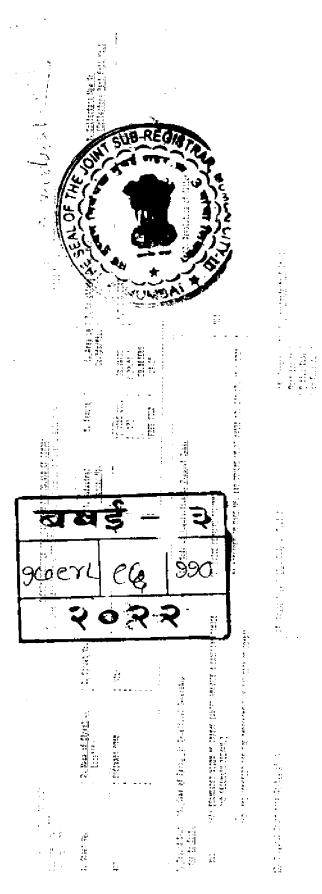
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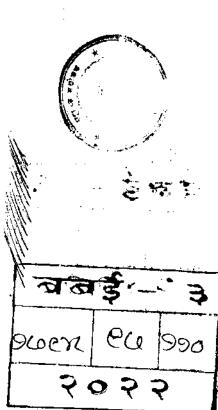
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मी श्री. समीर अशोक खाडे याद्वारे घोषित करतो की, दुय्यम निबंधक मुंबई. . . यांचे कार्यालयात करारनामा या शीर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. श्री सुखकर्ता डेव्हलपर्स प्रायव्हेट लिमिटेड चे संचालक व अधिकृत हस्ताक्षरकर्ता श्री. अमित महेंद्र रुपारेल यांनी दिनांक 27-09-2021 रोजी मला दिलेल्या कुलमुखत्यारपत्रांच्या आध्ये मी, सदर दस्त नोंदणीसाठी सादर केला आहे! निष्पादीत करुन कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रदद केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाहीं. किंवा अन्य कोणत्याही कारणांमुळे कुलमुखत्यारपत्र रददबातल ठरलेले नाहीं. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैद्य असून उपरोक्त कृती करण्यास मी पूणता : सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम,1908 चे कलम 82

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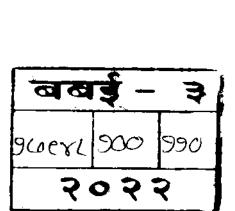
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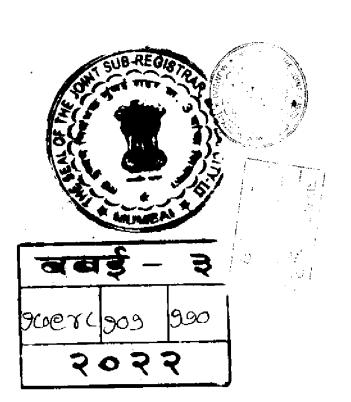


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This is computer generated receipt, hence we signature is required





TO ALL TO WHOM THESE PRESENTS SHALL COM Ruparel, Indian Inhabitant, having address at Ruparel Ins. P Marg. Matunga Road (West), Mumbai 400016 SEND GREET

- A WHEREAS I the owner / assignee of rights of immov, in and around Mumbal, Mumbal Suburban, Navi Musome parts across India is entitled to develop sell, tram also holding various properties as Individual, Pa Director of various Companies holding various propert
- B. AND WHEREAS I as the owner / assignce of rights o required to execute various documents such as 8 Power of Attorneys and any other documents, instrur document related to develop, purchase, sale, transfe Shops / Flats / Units, etc.

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Agreement, Power of Attorneys sich Development Agreement, Power of Attorneys. Hypothecation a Purchase Agreement Dood of Admission, Deec of orgage, Partnership Deec, Agreement's for Sale, id. License, Trust Deec, Agreement's for Sale, id. License, Trust Deec, aled of assignment, deed's, dood of rectification, deed of modification, ed/s of adherence, declaration's, undertakings, sher documents, instruments, writings including all 10, purchase, sale transfer, the Land / Building/

t of pre-occupation with work. Lam unable to appear or admitting executed deeds and documents for > propose to appoint 1) Mr. Sameer Ashok Khade
He to do jointly and/or severally to be my true and
nority and power to appear before the Office of Sub\$ across India to admit the execution of all the
efor registration.

HESE PRESENTS WITNESSES that I Mr. Arritt I and constitute the said Mr. Sameer Khade and ity and/or severally (herein after referred to as said ul attorneys with full authority and power to do the stationed below, for me and on my behalf and in my

registration in the Office of the Sub-Registrar of aces in India or any registering authority appointed 1 Act for the time being in force having jurisdiction in an of any deed/s, document/s, undertaxing/s, Supplementary Agreement. Power of Attomerys age Deed, Share Purchase Agreement, Deed of ment, Indentiure of Mortgage, Partnership Deed, ment/s of leave and license, Trust Deeds, deed of lease, lease deed/s, deed of rectification, deed of notellation, deed/s of adherence, declaration/s; ther documents, instruments writings including all ie, sale, transfer, the Land / Building/ Shops/ Flats/ to as "the said documents") and to admit the nis duly signed by me for registration and to do all

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acts, deeds, matters and hings necessary to effectively registering and receiving back any of the said documents.

- AND to do perform and execute all acts, deeds matters, documents and things relating to the registration of the Deeds and for that purpose aforesaid amply and effectually to all intents and purposes as we could do in our proper person if these presents had not been made.
- 3 THIS POWER OF ATTORNEY is restricted to only for the limited curpose to admit the exerction before the Sub-Registrar of Assurances within India. THIS POWER OF ATTORNEY is not for the execution of said Documents.

4. Mr. Amit Ruparel, horeby agree to raiffy and confirm all acts and things lawfully done by the said Attorneys by exercise of the powers herein contained IN WITNESS WHEREOF, I. Mr. Amit Ruparel, have hereunto set and subscribed my hands to this document, at Mumba this and day of the second 2021.

SIGNED AND DELIVERED by the Within named Mr. Amit Ruparel

Signature
In the presence of

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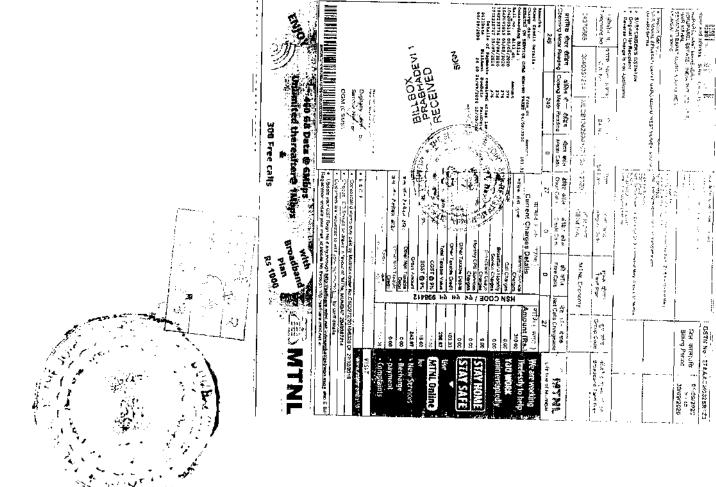
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2) Mr. Deepak Chikhale

In the presence of





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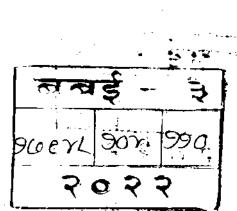




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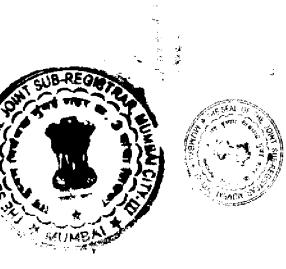
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संबद्ध अंदर अटोडी AMAN HELPHAND

होता सम्मनेत्र अस्तर देणार मधान्योत् कुन्नेनुप्रत्यात्रक का तम्म तेत्र करते दिल्लाचे क्र्यून क विक्रमा काउ भी देल 28 - 09 : 2021 । : 18 - 02 AM

पान्न नार:AAOPROJ80£

प्तरीय म २७% , रोजाबारी बायद स्मर्ग - सहाराष्ट्र, सुप्रवर्ड आधिक अनुसार मानुसा होते प्रतिका मुंबई , तेत्र म

भना धर्मार २ ५ आह्या सः ५ इसारतीय नाव, अवसेत

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चंत्रा भूषार भूराजी

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प्रकारको नात ह पहा

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च्या साथ संभित्त

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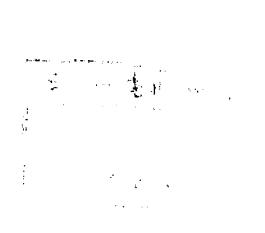
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मारत सरकार GOVT, OF INDIA

SHREE SUKHAKARTA DEVELOPERS PERVATE LIMITED

03/07/2013 Per intent Account from ber

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खायवर भेटमाग INCOME TAX DEPARTMENT

CHAITANYA H DABHOLKAR

HEMANT DATTARAM DABHOLKAR

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Permanent Account Number AGZPD4653D

Signature

भारत सरकार GOVE OF INDIA

J. H. D. Halk . C.

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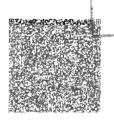
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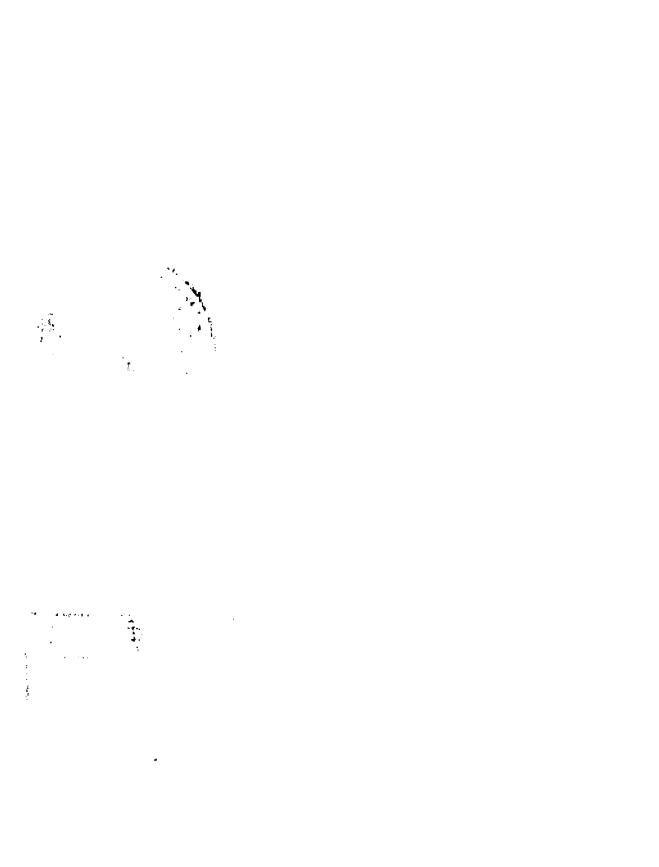


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नाम/ Name LEENA CHAITANYA DABHOLKAR

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भारत सरकार Government of India

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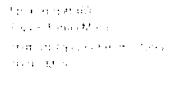
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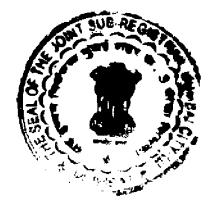
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भारत संस्कार GOVERNMENT OF INDIA

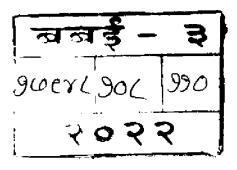






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आधार — सामान्य माणसाचा अधिकार





450/17948 ंट्यार,06 ऑक्टोबर 2022 1.58 म.त. दस्त गोषवारा भाग-1

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दस्त क्रमांक: 17948/2022

इस्स अपस्था: अवत्य /17948/2022

प्रकार भल्या है, 1,03,47,671/-

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पावर्ता दिनांक; 06/10/2022

मादरकरणाराचे नाव: लीना चैतन्य दाभोळकर

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मत त्याप निर्माणक मंगई-३

ार । स्ट उक्रार अधारभामा

ापुरत (१९५) (१९५) केणस्याही महरानगरपास्थिकेच्या हदीन किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हदीन किंवा उप-खंड (दोन) मध्ये नमृद न असल्याकोपस्थाही नागरी केणस

लिक्ट। के. 1 06 / 10 / 2022 01 : 50 : 23 PM ची (बेळ: (सादरीकरण)

शिक्का के. 2 06 / 10 / 2022 01 : 51 : 42 PM ची वेळ: (फी)

प्रतिज्ञाप%.

*सदर दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तस्तुदीनुसारच नोंदणीस दाखल केलेला आहे. *दस्तातील संपूर्ण महाकूर, निष्मदक व्यवती, साक्षीदाव उ सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. * दस्ताची राज्यता. वैधता कायदेशीर बाबीसाठी दस्त निष्मादक व कनुलीधारक हे संपूर्णपणे जनानदार राहतील.

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लिहन देणारे

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दस्त क्रमांक:17948/2022

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ा । जार्गन क्यांत्र (1**7948/202**2)

प्पाप्तासः प्रकार (-वर्गानसोध

जम् अ पक्षकाचित्र विवास

नाव:दी। संख्याको केळादपर्स पायळोट शिमिटेक चे संचालक ब अधिकृत हरुटाक्षरकतां थी. अमित महेद्र रूपारेट यांच्या वतीने क्लम्सरकार और समीर अभीक खाउँ पनाःप्यांट नं: ऑफिस , माळा तः एहिना मजला , इमारतीचे नाव: क्यारेक आकंपण, बर्गक नं: मार्गा रोड पश्चिम , रोड नं: प्लॉट र 273. खिल काझारच्या जवळ ,सेनापती बाएट मार्ग . महाराष्ट्र, मुंबई, पंत चक्र≀ AATCS3173L

भाषाचीनः बंतन्य दाभोळका 2 पना प्याट न: 303/40 माळा न: -. इमारतीचे नाव: मुलोचना वाने । स्थ्य , ब्यांक मं; बरकी कोकीबाडा, बरकी, मंबई , रोड में: बारस लेन महाराष्ट्र मुख्यते. ਜੰਬਾ ਜਰਕ:BBRPB9704M

सःबःचेतस्य हेमंद दाभीळगर पना:प्यार नं: 303/40 माळा नः -, इमारतीचे नायः सुकाचना बाने -क्ष्यतः, बराक मं; बरुकी वोक्रीबाडा, बरुकी, मुंबई , रोड नं: वारसः लेस, महाराष्ट्र सम्ब

पक्षकाराचा प्रकार

लिहन देणार वय: 41 स्वाक्षरी:

ं सिंहन घेणार वय :-30



विह्न घेणार यय :-34 स्वाक्षनी.-

छायाचित्र



अंगड्याचा रुमा









असंस इस्त्रोधान करन केक्षण संधाकश्रीतः। करारतामः। चा दस्त्र ऐयात्र करन दिल्<mark>याचे कव्</mark>ल करनात.

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पंग परम 7.0ZPD4**653**D

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ासक एक्काराचे नाव **वे प**ना

1 रताब आजया - में!र ਰਬ:22 चना पहिला मधला ,च्यारल आयरिश ,मा<mark>टगा रोड पश्चिम,सेनाप</mark>री वापट मार्ग <u>ਜ਼ਿਸ਼ ਕੀਵ:400016</u>



छायाचित्र



नाव विकास में 🥌 पना:पहिला सणवा ,न्यारेल आर्थारश ,माट्या रोड पश्चिम,<mark>सेनापती वार्ष</mark>ः मार्ग ਇਜ ਕੀਤਾ 400016





प्रमाणित करणेत् येते की दस्तामध्ये

....पाने आहेत पुस्त**क्** क्रमांक-१, मध्ये बर्बई-३/१५९.०...२०२२

नोंदला.

दिनांक

सह. दुय्यम

Verification no.

िस्सम्बन्ध का.4 ची वेळ :06 / 10 / 2022 02 : 02 : 07 PM

Amount Deface Number

Date

Shree

4. Set Millemandulately after regionation.

For feedback, please write to us at feedback.isarita@gmail.com

· January Comment

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DATED THIS DAY OF 2022

BETWEEN

Shree Sukhakarta Developers Pvt. Ltd. .. PROMOTER

AND

(1) MRS. LEENA CHAITANYA DABHOLKAR
(2) MR. CHAITANYA HEMANT DABHOLKAR

"FLAT PURCHASER

AGREEMENT FOR SALE OF UNIT /
FLAT / PREMISES BEARING
NO. 3404 ON 34th FLOOR,
RUPAREL NOVA,