Index-2( सूची - २ )



06/02/2018

सूची क्र.2

दुय्यम निवंधक : सह दु.नि. अंधेरी 1

दस्त क्रमांक : 1415/2018

नोदंणी : Regn:63m

#### गावाचे नाव: 1) आंबिवली

(1)विलेखाचा प्रकार

करारनामा

(2)मोबदला

8950000

(3) वाजारभाव(भाडेपटटयाच्या बावतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे) 10186326

(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास) 1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :सदिनका नं: फ्लॅट नं -904, माळा नं: 9 वा मजला, इमारतीचे नाव: इनचाटे विल्डिंग, ब्लॉक नं: अंधेरी पश्चिम मुंबई-53, रोड नं: वीरा देसाई रोड ((C.T.S. Number: 838;))

(5) क्षेत्रफळ

1) 49.27 NA

(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता. 1): नाव:-बजाज इनटरनॅशनल रिअल्टी प्रा ली तर्फे संचालक रिपॉन जैन - तर्फे मुखत्यार मानस लखलानी वय:-34; पत्ता:-प्लॉट नं: 221, माळा नं: 2, इमारतीचे नाव: सॉलिसिटर कॉर्पोरेट पार्क, ब्लॉक नं: चकाला अंधेरी पूर्व मुंबई, रोड नं: 151 वसनजी मार्ग, महाराष्ट्र, MUMBAI. पिन कोड:-400093 पॅन नं:-AAECB3060C

(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व र्किवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता 1): नाव:-गौतम हींगर - - वय:-44; पत्ता:-प्लॉट नं: 436, माळा नं: -, इमारतीचे नाव: पंचरतन कॉमप्लेक्स, ब्लॉक नं: वेडिया रोड -उदयपुर, रोड नं: राजस्थान, राजस्थान, UDAIPUR. पिन कोड:-313001 पॅन नं:-AAGPH6508N

(9) दस्तऐवज करुन दिल्याचा दिनांक

02/02/2018

(10)दस्त नोंदणी केल्याचा दिनांक

02/02/2018

(11)अनुक्रमांक,खंड व पृष्ठ

1415/2018

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

509400

(13)बाजारभावाप्रमाणे नोंदणी शुल्क

30000

(14)शेरा

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

दस्ता सोवत सूची क्रं - २. दिली.

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- : (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



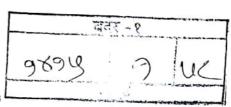
खरी प्रत

श्वन तुरयम निबंधक, अंधेरी क्र. हु. दुंबई उपनुगर जिल्हा.

Original/Duplicate पावती नोंदणी क्रं. :39म Friday, February 02, 2018 Regn.:39M 11:17 AM पावती क्रं.: 1646 दिनांक: 02/02/2018 गावाचे नाव: आंबिवली दस्तऐवजाचा अनुक्रमांक: वदर1-1415-2018 दस्तऐवजाचा प्रकार: करारनामा सादर करणाऱ्याचे नाव: गौतम हींगर - -र. 30000.00 'नोंदणी फी दस्त हाताळणी फी रु. 1600.00 पृष्ठांची संख्या: 80 रु. 31600.00 आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 11:17 AM ह्या वेळेस मिळेल. बाजार मुल्य: रु.10186326 /-मोबदला रु.8950000/-मरलेले मुद्रांक शुल्क : रु. 509400/-1) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-डीडी/धनादेश/पे ऑर्डर क्रमांक: MH010035778201718M दिनांक: 02/02/2018 बॅकेचे नाव व पत्ताः 2) देयकाचा प्रकार: By Cash रक्कम: रु 1600/-



#### CHALLAN MTR Form Number-6



GRN MH010035778201718	M BARCODE		IIII Dat	e 31/01/2018-13:	12:22	For	m ID	25.2		
Department Inspector Gener	Payer Details									
Stamp Duty		TAX ID (If	Any)							
Type of Payment Registration	Fee	PAN No.(If	Applicable)							
Office Name BDR1_JT SUB	Full Name GAUTAM HINGER									
Location MUMBAI										
Year 2017-2018 One	Time		Flat/Block	Flat/Block No. FLAT NO 904 BAJAJ ENCHANTE BUILDING						;
. Account Head	Details	Amount In Rs.	Premises/i	emises/Building						
0030045501 Stamp Duty		Road/Street VEERA DESAI ROAD ANDHERI WEST						ST		
0030063301 Registration Fee	Area/Locality MUMBAI									
			Town/City/District					_		
		PIN			4	0	0	5	3	
		Remarks (I	f Any)							
		SecondPart	yName=BA	JAJ INTERNATION	IAL RE	ALY	PVT LT	D~		
CEACE										
DEFACEO										
539400.00			T			- 1				
		Amount In								
ALEFACE!	Words									
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cheque/DD No.	Bank Date	RBI Date	ate 01/02/2018-17:22:19 Not Verified with RE			RBI				
lame of Bank	Bank-Branch IDBI BANK									
ame of Branch	Scroll No. , Date Not Verified with Scroll									

NOTE:-This challan is valid for document to be registered in Sub Registrar office only. Not Valid for unregistered document. सदद चलन केवळ दुव्यम निवंधक कार्यालयाव नोदंणी करावयाच्या दस्वासाठी लागु आहे , नोदंणी न करावयाच्या दस्वासाठी सदर चलन लागु नाही.

#### **Challan Defaced Details**

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(iS)-322-1415	0005598156201718	02/02/2018-11:05:51	IGR186	30000.00
2	(iS)-322-1415	0005598156201718	02/02/2018-11:05:51	IGR186	509400.00
			Total Defacement Amount		5,39,400.00

Page 1/1

Print Date 02-02-2018 11:05:57



Valuation ld : 2018020216

Valuation Report

Date :02/02/2018

#### Location Details

Division

Mumbai

District

मुंबई(उपनगर)

Zone

47-आंबिवली ( अंधेरी )

Attribute

इतर

Sr.No

838

SubZone

47/232भुभागः उत्तरेस गावाची सीमा, पुर्वेस वीरा देसाई मार्ग, दक्षिणेस गावाची सीमा,

बदर - १

3709

पश्चिमेस लिंक रोड.

Palika

Mumbai subarbs

Land Type

Built up land

Occupied By

owner occupied

#### Rate Details

Open

Residence

Office

Shop

industry

Unit

196

118100

196900

216600

241000

196900

**Square Meter** 

#### Area Details

**Build Area** 

49.27

Unit

चौ. मीटर

Depreciation

0 TO 2

Construction Type

1-आर सी सी

#### Details

In Big Project / Township

No

Lift Available

Yes

Floor

5th floor To 10th floor

#### Valuation Details

**ASR** Rate

Rs.196900/-

Cost after applying Lift

Rs.206745/-

Cost after applying depericiation

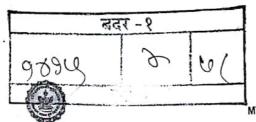
Rs.206745/-

Cost of Build

Rs.10186326/-

Final Valuation cost

Rs.10186326/-



CHALLAN MTR Form Number-6

Department Inspector General Of Registration  Stamp Duty Type of Payment Registration Fee  TAX ID (if Any)  PAN No.(if Applicable)  Office Name BDR1_JT SUB REGISTRAR ANDHERI NO 1 Full Name GAUTAM HINGER  Location MUMBAI  Year 2017-2018 One Time Flat/Block No. Premises/Building  Account Head Details Amount in Rs. Premises/Building  0030045501 Stamp Duty 509400.00 Road/Street VEERA DESAI ROAD ANDHERI WEST  0030083301 Registration Fee 30000.00 Area/Locality Town/City/District  PIN 4 0 0 0 0 Remarks (if Any)  SecondPartyName=BAJAJ INTERNATIONAL REALY PVT LTD-  Amount In Five Lakh Thirty Nine Thousand Four Hundred Rupe  Total 5,39,400.00 Words  FOR USE IN RECEIVING BANK	42					e evenue inch	Date	e 31/0	01/2018-13:	12:22	Fo	m IC	) 2	5.2		
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PAN No.(If Applicable)  Office Name BDR1_JT SUB REGISTRAR ANDHER! NO 1  Location MUMBAI  Year 2017-2018 One Time Flat/Block No. Premises/Building  Account Head Details Amount in Rs. Premises/Building  O030045501 Stamp Duty 509400.00 Road/Street VEERA DESAI ROAD ANDHER! WEST  O030063301 Registration Fee 30000.00 Area/Locality Town/City/District  PIN 4 0 0 0 0 Remarks (If Any)  SecondPartyName=BAJAJ INTERNATIONAL REALY PVT LTD-  Amount In Five Lakh Thirty Nine Thousand Four Hundred Rupe Total 5,39,400.00 Words  Payment Details IDBI BANK  FOR USE IN RECEIVING BANK						TAX ID (If An	/)					_				
Location MUMBAI  Year 2017-2018 One Time Flat/Block No. Premises/Building  Account Head Details Amount In Rs. Premises/Building  0030045501 Stamp Duty 509400.00 Road/Street VEERA DESAI ROAD ANDHERI WEST  0030063301 Registration Fee 30000.00 Area/Locality Town/City/District  PIN 4 0 0 0 0 Remarks (If Any)  SecondPartyName=BAJAJ INTERNATIONAL REALY PVT LTD-  Amount In Five Lakh Thirty Nine Thousand Four Hundred Rupe Total 5,39,400.00 Words Only  Payment Details IDBI BANK  FOR USE IN RECEIVING BANK	Type of Payment Registration Fee					PAN No.(If Ap	plicable)	TT .					+			
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Account Head Details  Amount In Rs.  Premises/Building  VEERA DESAI ROAD ANDHERI WEST  0030045501 Stamp Duty  509400.00 Road/Street  30000.00 Area/Locality  Town/City/District  PIN  Remarks (If Any)  SecondPartyName=BAJAJ INTERNATIONAL REALY PVT LTD-  Amount In Five Lakh Thirty Nine Thousand Four Hundred Rupe  Total  5,39,400.00 Words  FOR USE IN RECEIVING BANK	MUMBAI	MBAI											_	-	Visitetteer	
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	Payment Details IDBI BANK					FOR USE IN RECEIVING BANK										
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Cheque/DD No. Bank Date RBI Date 01/02/2018-17:22:19 Not Verified w	Cheque/DD No.				Bank Date	RBI Dat	e 01/02/2018-17:22:19 Not Verified with F					RBI				
Name of Bank Bank-Branch IDBI BANK	Name of Bank					Bank-Branc	h	IDBI BANK								
Name of Branch Scroll No. , Date Not Verified with Scroll	h						Scroll No.,	Date	N	Not Verified with Scroll						

NOTE:-This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document, सदर चलन केवळ दुय्यम निवधक कार्यालयात नोदंणी कःयवयाच्या दस्तासाठी लाग आहे. नोदंणी न करावयाच्या दस्तासाठी सदर चलन लागु

न कवि दुर्द्धन निवयंक कारालयात निवयं करावयाच्या दस्तासाठा लाग आहे. नांदणी न करावयाच्या

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Print Date 01-02-2018 06:48:49



#### AGREEMENT FOR SALE



Ship?

Mr.Gautam Hinger Indian Inhabitant/s residing at 436 - Pancharatan Complex, Bedla Road-Udaipur (Rajasthan) 313001. hereinafter referred to as "THE ALCOTTEE" (which expression shall unless repugnant to the context or meaning thereof be deemed to include in the case of an individual/s his / her / their / respective heirs, executors, administrators and permitted assigns and in the case of a partnership firm or Limited Liability Partnership, the partners from time to time constituting the firm and their respective survivors and the heirs, executors and administrators of the last surviving partner and their/his/her permitted assigns and in the case of a company or a body corporate its successors in title and their permitted assigns and which term shall for the sake of brevity include references to one or to more than one Allottee) of the Other Part.

#### WHEREAS:

- I. Property being all that piece or parcel of land or ground of plot admeasuring 1093.48 square meters (including Tit-bit Land of 305.48 sq.mtrs.) with the Building No.D 67 having a ground plus 3 floors bearing Survey No. 133, known as Panchsheel Co-operative Housing Society, Veera Desai Road, Andheri (West) Mumbai 400 053 in the Registration Sub- District of Andheri and Mumbai Suburban District is owned by Maharashtra Housing and Area Development Authority, a Statutory Corporation duly constituted under the Maharashtra Housing and Area Development Act, 1976 (Mah. XXVIII of 1977) (hereinafter called as "MHADA") and as such shown in the Property Card as absolute Owners.
- II. The Existing Building was constructed prior to year 1970 by Maharashtra Housing Board (hereafter referred to as 'the Board') constituted under the Bombay Housing Board Act, 1948 (Bom LXIX of 1948) (hereafter referred to as the said Act') under a scheme of construction, allotment and sale of tenements, known as Middle Income Group Housing Scheme (hereafter referred to as 'MIG').
- III. With effect from the 5th day of December, 1977 under Government Notification in the Public Works and Department No. ARD-1077(1) Desk 44 dated 05.12.1977 an Authority called as 'Maharashtra Housing and Area Development Authority' (hereafter referred to as 'MHADA') was constituted.
- The Board stood dissolved by operation of Section 15 of the said Act.

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V. Under clauses (a) and (b) of Section 189 of the said Act, all the property, rights, liabilities and obligations of the Board have become the property, rights, liabilities and obligations of MHADA.

VI. The original holders of the tenements in the Existing Building formed and registered a Co-operative Housing Society i.e. Azadnagar Panchsheel Co-operative Housing Society Ltd., a Housing Society registered under the Maharashtra Co-operative Societies Act, 1960 bearing Registration No. BOM (WK/W) /Hsg.(OH)2920/87-88) and having its registered office at Building No. D-67, Veera Desai Road, Andheri (West), Mumbai – 400 053 (the Society.)

VII. By a Registered Deed of Sale dated 23.12.1997 registered with the office of the Sub-registrar, Mumbai Suburban District on 02.02.1998 at Sr. No. P BDR 1/1217/97 MHADA for the consideration mentioned therein sold Building no. D-67, Andheri (W), Mumbai – 400 053 comprising of ground and (Three) upper floors having 16 (Sixteen) residential Apartments, each admeasuring 500 sq. ft. (Carpet) equivalent to 600 sq. ft. (Built Up Area) (the Existing Building) more particularly described in the Schedule thereunder written to the Society. Also by an Indenture of Lease dated 23.12.1997 MHADA granted a Lease of the plot of land underneath the Existing Building admeasuring about 788.08 sq. mt. or thereabouts and more particularly described in the Schedule thereunder written in favour of the Society for the term of 99 years with effect from 1st day of April, 1970.

VIII. The Society is thus in continuous possession and otherwise well and sufficiently entitled to the Existing Building and the said Land. There are amenity spaces and other open area appurtenant to the said Land which admeasure aggregate about 305.48 Sq. Mt. or thereabouts? (hereafter referred to as 'the tit bit land') which will be transferred by MHADA to the Society on payment of prescribed transfer premium as evidenced from a letter bearing No.CO/MB/ARCH/NOC/F947/3777/2010 dated 08.06.2010 obtained by the Society from MHADA for the purpose stated hereafter. Thus an aggregate area of land (i.e. the said Land plus the said tit-bit Land) 1093.48 Sq. Mt. (hereafter referred to as 'the said Entire Land') is in possession and available for redevelopment to the Society. The said Land, the existing Building and the said tit-bit Land are hereinafter collectively referred to as "the said Property" and more particularly described in the Schedule hereunder written.

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Under the provisions of the Development Control Regulations now in  $\ensuremath{\text{for}}_{\text{Ce}}$ in Brihanmumbai a Floor Space Index (hereafter referred to as 'FSI') of 2.5 IX. is available for the said entire Plot and it is possible to construct a building consisting of approximately 2733.70 Sq. mt. built up area or thereabouts 9894 after than olition of the Existing Building, on the said entire Plot by utilizing the existing FSI of 1 (one) with additional FSI of 1.5 (one point five) to be obtained from MHADA.

- The existing Building was constructed prior to 1970 and was is in a X. dilapidated condition and required substantial repairs. The Members of the Society therefore decided that it would be in the interest of the Members that the said Property be re-developed by demolishing the existing Building, and to construct a new building, and to have better common amenities and facilities.
- The Society and its members being unable to invest the huge amount in the XI. possible redevelopment of the said Entire Plot on their own, in a General Body Meeting of its members held on 08.08.2004 took an unanimous decision to get the said Property redeveloped through some reputed Promoters.
- The Society thereafter decided to call for Tenders by public invitation for XII. the appointment of a developer for redevelopment of the said Property. The Secretary of the Society issued an advertisement inviting bids for the redevelopment of the said property in local newspapers namely The Times of India, Economic Times and Maharashtra Times (Marathi) all dated 21.12.2010. Pursuant to the advertisement the Society received in all 12 Tender Bids in sealed envelopes as per the terms and conditions as are set out in the bid document and addendum thereto; out of which 5 Promoters including the Promoters were shortlisted. Thereafter the Society in its Special General Meeting held on 18.03.2011 passed a resolution selecting the Promoters as the developers of the said property.

As per the guidelines issued by the State Government a Special General Body Meeting of the Society was held on 14.07.2011 where Mr. Satish Mane, the Co-operative Officer (Grade II) from the office of the Deputy Registrar MHADA, was present. The Promoters were appointed as the developer for the said property by unanimous vote in the presence of the said officer.

Accordingly the Promoters executed a duly registered Re Development XIV. Agreement dated 31st December 2011 and bearing registration No. BDR

XIII.

Stee

XV.

XVIII.

1/00332/2012 with the Society for the redevelopment property on the terms and conditions stated therein.

redevelopment of the said therein.

As per the terms and conditions of the aforesaid Agreement the Promoters inter alia have agreed to construct a residential Apartment for each of the 16 Members aggregating to 14160sq. ft. carpet area of the total FSI available for redevelopment of the Society Building. The balance carpet area which is "the saleable Area" is be available to the Promoters for construction of residential Apartments being "the Developer's Flats" and the Promoters are entitled to sell the same to the prospective purchasers.

XVI. The Promoters intends to develop the said Property by constructing a building having Residential units therein as permitted and approved by the concerned approving authorities. Such developments shall consist of Apartments / units / premises of different areas and different types, car parking spaces (open / covered / under stilt or in Basement) and such other developments as may be approved and permitted by the relevant approving authorities including as desired by the Promoters which are as per designs, details, specifications etc. prepared or to be prepared by the Promoters' Architect and which are permitted and approved and/or to be approved by MCGM and all other concerned approving authorities.

XVII. The Promoters declares that the Promoters, subject to the terms of the Redevelopment Agreement, is fully and freely entitled to change, amend, modify, alter, resubmit the details, designs, specifications etc. in respect of existing as well as further development on the said Property in such manner as the Promoters may in its own discretion deem it and proper. The Promoters further declares it is entitled to deal with and dispose of all "Developer's Flats" in such manner and on such terms and conditions and for such price and consideration as the Promoters may in its own discretion deem fit and proper. It is agreed by the Society that the Society will adopt such intending new buyers as the members of the Society on a written intimation from the Promoters to that effect and the Society shall enroll such members after having received the Occupation Certificate.

The aforesaid building has been named "BAJAJ ENCHANTE". In the said Building, the Promoters are constructing a Residential structure (hereinafter referred to as "the said Building") being located on the said Property (which is shown in hatched lines on the Plan I annexed herewith), which building consists of basement, Ground floor and 17 upper floors. The

Promoters have submitted Plans to the concerned approving authorities for construction on the said Property and the concerned approving authorities have approved basement, Ground and 17 upper floors of the

Said Building.

The Promoters have entered into an Agreement with, M/s. Designers Combine Registered with the Council of Architects, for the preparation of designs, details, elevations, specifications etc. in respect of the said Building and the Promoters has appointed M/s. K.C. Shah, as Structural Engineering Consultants for the preparation of the structural designs, drawings and specifications of the said Building. The Promoters accept the professional supervision of the said Architects and the said Structural Engineers till the completion of the said Building unless otherwise changed.

XX. The Corporation has issued I.O.D bearing No.\_CHE/WS/0896/K/337(NEW) dated 7<sup>TH</sup> SEPTEMBER 2013 and Commencement Certificate bearing No. CHE/WS/0896/K/337(NEW) dated 7<sup>TH</sup> MAY 2014 in respect of the said Building, as may be further revised / modified / revalidated from time to time. The Promoters reserve their right to further pursue, apply for and obtain approval in respect of additional floors and/or other facilities in the said Building. The copies of the I.O.D and the Commencement Certificates are hereto annexed and marked Annexure 'D' & 'E' respectively

The ALLOTTEE has prior to the execution of this Agreement, demanded, inspected, verified and satisfied himself (after the Promoters has given inspection to the Allottee) about the said Agreements relating to the said Property, the proposed plans, designs, specifications, amenities, fixtures etc. of the said Building, the applications made by the Promoters to the concerned approving authorities including the Corporation and the approval received in respect of the said Building, the Commencement Certificate (for the approved basement, ground and several upper floors of the said Building) the plans, designs, details and specifications and sanctioned by the Corporation and other concerned approving authorities. The Allottee has accepted that the Promoters has the absolute right to further modify the plans and to obtain any further approvals but it shall be responsibility of the Promoters to ensure that the carpet area of the Apartment/unit is not materially affected.

Copy of the Property Card in respect of the "said property" is annexed hereto as Annexure "A" and the copy of the Certificate of Title dated 1st



XXII.

XXI.

Promoters in respect of the title of the said Property is bereto annexed and marked Annexure "B" and a statement of Specifications of the Apartment/
premises hereby agreed to be purchased by the Allottee in the said Building is hereto annexed and marked Annexure "C".

XXIII. While sanctioning the said plans for the said Building, the Corporation has laid down certain terms and conditions which are to be observed and performed by the Promoters while constructing the said Building and upon due observance and performance of which the occupation and completion certificate (in respect of the said Building) will be granted by the Corporation.

XXIV. The Developer has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Regulatory Authority at Maharashtra Real Estate Regulatory Authority no. P51800000817, the authenticated copy of which is annexed hereto as Annexure "H"

XXV. The Allottee has applied to the Promoters for allotment of Apartment no.904 of the said Building under construction.

XXVI. The Allottee, hereby covenants with the Promoters as follows:a) That the Allottee shall regularly pay to the Promoters all payments as per this Agreement on respective due dates and upon formation of Condominium / Society pay his/her/their proportionate contribution of the municipal taxes, water, electricity and maintenance and other charges and outgoings payable in respect of the said premises failing which the Promoters is entitled to terminate this Agreement as provided herein;

b) That the Allottee shall observe and perform and abide by all terms of this Agreement and the rules and regulations and bye-laws of the Society from time to time in force including the MCGM.

XXVII. Pursuant to the said application and relying upon the above representations, the Promoters has agreed to allot to the Allottee a Apartment No.904 on 9th floor at a lumpsum price of Rs.89.50.000/- (Rupees: Eighty Nine Lakh Fifty Thousand only) payable as per the payment terms and as per other terms and conditions which are agreed and accepted by the Allottee. The Allottee agrees that the allotment of the said Apartment/ premises by the Promoters to the Allottee is subject to due and proper performance by the Allottee of all the terms and conditions herein mentioned.



Under Section 13 of the said Real Estate (Regulation and Development) Act,

2016, the Promoter is required to execute a written Agreement for Sale in
respect of the said Apartment/ Unit Premises being in fact these presents,
which requires to be registered under the Registration Act, 1908.

XXIX. The parties are desirous of recording the mutually agreed and accepted terms and conditions on which the Promoters has agreed to allot the said

Apartment to the Allottee in the manner hereinafter appearing.

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

1. The Promoters are constructing the residential building "BAJAJ ENCHANTE" presently planned to consist of Basement/s, ground floor and 17 upper floors. The Promoters have already prepared plans, designs, details etc. which are submitted/to be submitted and got approved from the Concerned Approving Authorities/the Corporation, and the Allottee has complete knowledge of such proposed amendment / modification of the presently approved Plan and the Allottee has hereby given his/her/its free consent and acceptance to these and any other modifications and amendments to the existing approved plans, designs, etc. so long as the carpet area of the said Apartment/ premises is not materially affected. The construction of the building " ${\color{red} {\bf BAIAI}}$  ENCHANTE " shall be on the said Property (more particularly described in the First Schedule mentioned herein below) in accordance with the plans, designs and specifications presently approved and sanctioned by the Engineer/Planning Authority and also by the concerned authorities and which have been inspected and approved by the Allottee and as may hereafter from time to time be approved by the concerned local authorities with such variations, modifications and alterations as the Promoters may consider necessary or as may be required by the Engineer/Planning Authority and/or by the concerned authorities or the Government, to be made. Provided, that the Promoters shall

may be required by the Engineer/Planning Authority and/or by the concerned authorities or the Government, to be made. Provided, that the Promoters shall have to infimate in writing to the Allottee in respect of such variations or modifications which may adversely affect the Carpet area (+/- 3%) of Apartment / premises agreed to be hereby purchased by the Allottee. In case the variations, modifications and alterations are required to be made by the authorities concerned, then the consent of the Allottee shall not be required and is deemed to be granted herein.

2. The Allottee agrees to purchase from the Promoters and the Promoters agrees to allot to the Allottee on what is known as "Ownership Basis" a



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Apartment No. 904 on the 9th Floor of the building "BAJAJ ENCHANTE", admeasuring RERA Carpet Area of 44.77 square meters (Equivalent to 482 sq ft feet) as shown surrounded by red colour hollowy line in the

Floor Plan thereof hereto annexed being Annexure "F" (hereinafter referred to as "the said Apartment") of the said Building for a total consideration of Rs.89.50.000/- (Rupees: Eighty Nine Lakh Fifty Thousand only) which shall include the proportionate price of the common areas and facilities appurtenant to the said Apartment/Unit. The nature, extent and description of the common areas and facilities appurtenant to the said Apartment/Unit is more particularly described in Item Nos. (1) and (2) of the Second Schedule hereto.

3. The Allottee shall pay to the Promoters a lump sum consideration of Rs.89.50.000/- (Rupees: Eighty Nine Lakh Fifty Thousand only) payable hereunder for the said Apartment / premises. The said consideration shall be paid in installments as stated more particularly in the Third Schedule hereunder written. All payments to be made by the Allottee/s under this Agreement shall be by cheques, demand drafts, pay orders (including remittances from abroad) made out in the name of "BAIAI INTERNATIONAL REALTY PVT LTD BAIAIS PANCHSHEEL". In the event of the approval for the additional construction (if any) being obtained, the Promoters shall have the right to modify the payment schedule in relation to the installments remaining to be paid, and any such modifications shall be binding on the Allottee.

The aforesaid consideration excludes taxes (consisting of tax paid or payable by the Promoters by way of VAT/Service Tax/Catalant sor any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter upto the date of handing over the possession of the Flat.)

The aforesaid consideration is escalation-free, save and except escalation/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, Local Bodies/Government from time to time. The Promoters undertake and agree that while raising a demand on the Allottee for increase in Development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification/ order/ rule/regulation published/issued in that behalf to that effect along with the

demand letter being issued to the Allottee which shall only be applicable on subsequent payments.

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in accordance with the provisions of Income Tax Act the Allottee/s is/are under obligation to deduct the TDS of 1% of the consideration amount and othe Allottee/s shall deduct 1% at the time of payment of each installment and pay the same to the Government Treasury and within 7 (Seven) days of such payment obtain and furnish the required Challan / Certificate to the Promoters. In the event 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 Promoters by reason of non-deposit of such amount in the Government Treasury and/or upon the failure to furnish the Challan / TDS Certificate evidencing such payment to the Promoters.

- 5. The Allottee agrees to pay to the Promoters interest at State Bank of India Highest Marginal Cost of Lending Rate + 2 % percent per annum on all the amounts, which become due or payable by the Allottee/s to the Promoters under clause 3 above and under the other provisions of this Agreement from the date any amount is due or payable by the Allottee to the Promoters until actual and full realisation of the amount by the Promoters. This shall be without prejudice to the other rights and remedies of the Promoters under law and under this Agreement.
- The Specifications/fixtures and fittings to be provided by the Promoters in the said Apartment/unit are those that are set out in <u>Annexure "G"</u> hereto.
- 7. The Promoters hereby agree to observe, perform and comply with all the terms, condition, stipulation, if any, which may have been imposed by the concerned local authority at the time of sanctioning of said plans or thereafter and shall before handing over the possession to the Allottee, obtained from the concerned local authority Occupation Certificate in respect of the Apartment.

The 'Promoters may obtain part occupation or building completion certificate for one or more Apartments in the building "BAIAI ENCHANTE" as the Promoters may deem fit. The Promoters may complete the entire building "BAJAJ ENCHANTE" or any part or portion thereof and obtain part occupation certificate thereof and give possession of the said Apartment/ therein to the Allottee and other Apartments/ to the acquirers



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of such Apartments/-and the Allottee herein shall have no right to object to the same and the Allottee hereby gives his specific consent to the same. If the Allottee is offered possession of the said Apartment/unit in such part or completed portion of the building, the Promoters and/or its agents and contractors shall be entitled to carry on the remaining work, including further and additional construction work of the said Building in which the said Apartment/unit-is situated and if any inconvenience, hardship or nuisance is caused to the Allottee, the Allottee shall not protest, object to or obstruct the execution of such work nor shall the Allottee be entitled to claim any compensation and / or damages and / or to complain for any inconvenience, hardship or nuisance which may be caused to him / her / it / them or any other person.

- The Promoters shall confirm the final carpet area that has been allotted to 9. the Allottee after the construction of the building is complete and the Occupation Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3%. If the variation is more than 3% then the consideration payable for the carpet area shall be recalculated upon the confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit, the Promoters shall refund the excess money paid by the Allottee within annual interest at State Bank of India Highest Marginal Cost of Lending Rate + 2 % percent per annum, from the date when such excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to the Allottee, the Promoters shall demand additional amount from the Allottee which shall be paid by the Allottee provide possession of the said Apartment. All these monetary adjustments shall made at the same rate per square meter as agreed in this Agreement
  - 10. The Promoters will endeavour to give possession with Occupation Certificate of the said Apartment/unit to the Allottee on or before 31st July 2018. If the Promoters fail or neglect to give possession of the said Apartment/Unit to the Allottee not on account of reasons beyond the control of or unforeseen by the Promoters or its contractors or its agents by the aforesaid date then the Promoters shall be liable to refund to the Allottee the amounts already received by the Promoters in respect of the said Apartment/Unit (save and except the amount of interest, taxes which may have been paid or become payable by the Allottee to the Promoters) with interest at State Bank of India Highest Marginal Cost of Lending Rate

+ 2 % percent per annum from the date the Promoters received the respective amounts till the date the amounts and interest thereon are

Promoters to the Allottee, the aggregate sum shall, subject to prior encumbrances, if any be a charge on the said Apartment/Unit. It is agreed

encumbrances, if any be a charge on the said Apartment/ offic. It is agreed that upon refund of the said amount together with interest as stated hereinabove, the Allottee shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoters or against the said Apartment or car parking space or the said Property or any part thereof in any manner whatsoever and the Promoters shall be entitled to deal with or dispose of the said Apartment (and Car Parking Space) to any person or party as the Promoters may desire in its absolute discretion

Provided that, the Developer shall be entitled to reasonable extension of time for giving delivery of Apartment on aforesaid date, if the completion of the building in which Apartment is created is delayed on account of

· war, civil commotion, act of god

without any reference or recourse to the Allottee.

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- any notice, order, rule, notification of government and or other public or competent authority/court.
- 11. Time is essence for the Promoters as well as the Allottee. The Promoters shall abide by the time scheduled for completing the project and handing over the Apartment to the Allottee and the common area to the association of the Allottees after receiving Occupation Certificate. Similarly the Allottee shall make timely payments of the installment/s and other dues payable by him/her and meeting other obligations under this Agreement subject to the simultaneous completion of the project by the Promoters.
  - The Promoters hereby declare that the floor space index available as on date in respect of the project is 3684.45 sq.m. only and Promoters have planned to utilise floor space index by availing of FSI available on payment of premiums (including Fungible FSI) or FSI available as incentive FSI by implementing various schemes as mentioned in development control regulation or based on expectation of increased FSI which may be available in future on modification to development control regulations, which are applicable to aid projects. The Promoters have disclosed the Floor Space Index of 3684.45 sq.m. as proposed to be utilised by them in the said project and Purchaser has agreed to purchase said Apartment based on proposed construction and sale of Apartments to be carried out by the



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Promoted by utilising proposed FSI and on the understanding that the declared FSI shall belong to the Developer only.

- 13. If the Promoters fail to abide by the time schedule for completing the project and handing over the Apartment to the Purchaser, the Promoters agree to pay to the Allottee, who does not intend to withdraw from the project, interest at **State Bank of India** Highest Marginal Cost of Lending Rate + 2 % percent per annum, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. Similarly the Allottee agrees to pay the Promoters interest at **State Bank of India** Highest Marginal Cost of Lending Rate + 2 % percent per annum, on all the delayed payment which become due and payable by Allottee to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee to the Promoters.
- Without prejudice to the right of Promoters to charge interest in terms of 14. hereinabove on the Allottee committing a default in payment on due of any amount due and payable by the Allottee to the Promoters under this Agreement (including his/her share of taxes levied by concerned authorities and other outgoing) and Allottee committing three defaults of payment of installment/s, the Promoters at their option may terminate this agreement. Provided that, Promoters shall give notice of 15 days in writing to the Allottee (including by registered post AD) at the address provided by the Purchaser and mail at the email address provided by the Allottee, of their decision/intention to terminate this agreement and of specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement. If the Allottee fails to rectify the spreach breaches mentioned by the Promoters in the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this agreement. Provided further, that on termination of this Agreement by the Promoters as aforesaid, the Promoters shall be entitled to treat as forfeited 10% of consideration amount referred to aforesaid. Upon termination of this Agreement as aforesaid the Promoters shall also be entitled to claim and recover from the Allottee the loss and damages suffered by the Promoters for breach of contract by the Allottee Upon termination and refund (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Promoters within a period of thirty days of termination) the Promoters shall be at liberty to dispose of and sell the said Apartment and Car Parking Space to

such person and at such price and on such terms and conditions as  $t_{\mbox{\scriptsize h}\mbox{\scriptsize e}}$ 

romoters may in its absolute discretion think fit.

15.

shall take possession of the said Apartment within fifteen days of the Promoters giving written notice to the Allottee intimating that the said Apartment is ready for use and occupation; Provided, that if within a period of five years from the date of handing over the possession of said Apartment to the Allottee, the Allottee brings to the notice of the Promoters any defect in the said Apartment or the said Building or the materials used therein or any unauthorized change by the Promoters in the construction of the said Building then, wherever reasonably possible, such defects or unauthorized changes shall be rectified by the Promoters at their own cost. Provided, that the Allottee has not made any change in the interior or exterior of the said Apartment from the time when the Allottee was permitted to carry on interior work, and provided, that the Allottee shall have kept the said Apartment in the same manner and condition in which it is handed over to the Allottee, and in case of any change having been made in the interior or exterior or the structure or walls or pipes etc. of the said Apartment, the Allottee shall be deemed to have waived all its rights under this clause. In case it is not possible for the Promoters to rectify such defects or unauthorized changes, then the Allottee shall be entitled to rectify the same at his own costs.

At the time of taking possession of the said Apartment and in any event 16. within fifteen days of the receipt of the written notice from the Promoters referred to above the Allottee shall fully satisfy himself with regard to the plumbing, electric, sanitary, water fixtures and fittings, locking devices, doors, windows, tiles and other items and fixtures in the said Apartment and acknowledge in writing to that effect to the Promoters and the Allottee shall not at any time thereafter raise any dispute, objection or contention

REGINAL Soever in that behalf.

The Allottee shall use the said Apartment or any part thereof or permit the same to be used for residential purpose only and shall use the Car Parking Space for purpose of keeping or parking his light motor vehicle.

The Allottee/s hereby Covenant/s to pay to the Promoters on or before taking possession of the said Apartment, the following amounts: -

(a)

for share money application / entrance fee of Rs. 100/extra per person for any additional name mentioned in this agreement for acquiring membership rights in Azadnagar Panchsheel Co-operative Housing Society.

(b) Rs. 15,000/- as a lump sum payment towards legal charges and expenses of the Promoters and incidental to this

Agreement;

(c) Rs. 25,000/- Towards Society Membership Fees;

(d) Rs. 17000/
Reimbursement of the amounts incurred by the Promoters towards Electric Meter Charges, Water Meter Charges, Mahanagar gas connection and other incidental expenses and the Development Charges etc. incurred by the Promoters.

(e) Rs. 67824/- To meet with 12 (Twelve) months outgoings towards proportionate periodical outgoings including Water Charges, Common Electricity Bills, Salary / remuneration of employees and/or Watch & Wards, etc.

(f) Rs. 59817/- Towards Development Charges.

#### Rs. 185241 /- TOTAL

The Allottee/s hereby covenant/s to pay such further amount or amounts to the Promoters, if any, of such deposits or payments referred to above get exhausted or is found to be insufficient to meet the taxes and expenses to be incurred by the Promoters;

19.Commencing a week after notice in writing is given by the Promoters to the Allottee that the said Apartment is ready for use and occupation, the Allottee shall be liable to bear and pay to the Promoters, proportionate share (i.e., in proportion to the floor area of the said Apartment) of outgoings in respect of the said Apartment and Building including local taxes to be paid or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Apartment and Building until the society is formed and the charge in respect of the said Building handed over to the society/association of the Allottees, the Allottee shall pay to the Promoters such proportionate share of outgoings as may be determined by the Promoters. The Allottee further agrees

that till the Allottee's share is so determined, the Allottee shall pay to thePromoters provisional monthly contribution of Rs.5652/- (Rupees  $F_{i\nu_e}$ Thousand Six Hundred Fifty Two Only) per month towards the aforesaid outgoings. The amounts so paid by the Allottee to the Promoters shall not Garry any interest and shall remain with the Promoters till the Allottees are admitted as members of the Society and thereafter shall be paid over by the Society. The Allottee undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the  $7^{\text{th}}$  day of each and every month in advance and shall not withhold the same for any reason whatsoever. However, a further sum of Rs. 33912/- (Rupees Thirty Three Thousand Nine Hundred Twelve Only) shall be deposited with the Promoters at the time of taking possession of the said Apartment as an advance towards such charges. The Allottee shall pay the aforesaid amounts and payments referred to in this clause to the Promoters by Pay Order and/or Demand Draft. However, if the Allottee pays the said amount referred to hereinabove by cheque/s then and in that event the said cheque/s shall be received by the Promoters subject to the realization thereof and the possession of the said Apartment shall be handed over to the Allottee only after realization thereof.

20. Commencing fifteen days after notice in writing is given by the Promoters to the Allottee that the said Apartment is ready for use and occupation, the said Apartment shall be at the risk of the Allottee (irrespective of whether possession of the said Apartment is actually taken or not by the Allottee) in all respects including loss or damage arising from the destruction, deterioration, injury or decrease in value of the said Apartment. It is agreed that irrespective of whether possession is actually taken or not by the Allottee, the Allottee shall be liable to bear and pay to the Promoters or its nominee or appointee until the transfer is executed, the proportionate share (i.e. in proportion to the saleable area of the said Apartment) of all outgoings in respect of the said Building (Property, buildings and structures) including repairs to the exterior and interior of the said Building (but excluding the interior of the said Apartment hereby agreed to be sold to the Allottee) namely all rates, taxes, cesses, assessments, betterment charges, levies and all other impositions made by the concerned local or public bodies or authorities and/or Government (State or Central) water charges, insurance, common lights, repairs and salaries of employees, clerks, bill collectors, chowkidars, sweepers and electricity and telephone cables, water lines, drainage lines, sewerage lines and all other expenses and outgoings



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necessary and incidental to the management, administration, maintenance and safety of the said Property and buildings and structures thereon collectively referred to as "all outgoings"). The Allottee shall pay to the Promoter such proportionate share of all outgoings and/or any other amounts, charges, taxes as may be imposed by the authorities, as may from time to time be determined by the Promoters. The Allottee further agrees that till the Allottee's share is so determined, the Allottee shall pay to the Promoters provisional monthly contribution per month towards all outgoings or such other amounts as will be communicated from time to time by the Promoters to the Allottee. The Allottee agrees and undertakes to pay to the Promoters in advance twelve months contribution (as may be determined by the Promoters) at the time of taking possession of the said Apartment. Thereafter, every month, the Allottee shall pay in advance monthly contribution as may from time to time be determined by the Promoters and shall not withhold the same or any part thereof for any reason whatsoever. The amounts so paid by the Allottee to the Promoters shall not carry any interest and shall remain with the Promoters and shall be utilised by the Promoters for meeting all outgoings. Any balance of the amount left with the Promoters and also the deposits referred to in this agreement (less all deductions provided in this Agreement) shall be paid over by the Promoters to the Society.

- 21. The Promoters shall in respect of any amount remaining unpaid by the Allottee to the Promoters under the terms and conditions of this Agreement have a first lien and charge on the said Apartment and car parking space as long as the same shall remain unpaid.
- 22. Commencing a fortnight after notice in writing is given by the Promoters to the Allottee that the said Apartment is ready for use and occupation, the Allottee (irrespective of whether possession of the said Apartment is actually taken or not, by the Allottee) with intention to bind all persons into whosever's hands the said Apartment may come, doth hereby covenant with the Promoters as follows:
  - (a) To maintain the said Apartment at the Allottee's own cost in good tenantable repair, order and condition and not to do or suffer to be done anything in or to the said Building and staircase or any passage and other common areas and amenities therein which may be against the rules, regulations or bye-laws of the concerned local or public bodies or authorities or (as the case may be) the society (of Allottees of Apartments//premises in the said Building) and the federal society,



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company or association of apartment owners (as the case may be) or change/alter or make addition/s or alterations in or to the said Building

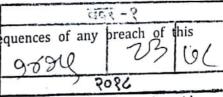
shall be at liberty to make internal alterations or additions in the said

Apartment without altering or damaging any column, beam or other

Forgructur member of the said Building after obtaining at his own cost the prior written approval of the Municipal and other competent authorities, if so required and in accordance with their rules, regulations and byelaws for the time being in force. The Allottee shall not put up any decorations in or make any alterations, additions or improvements to the exterior of the said Apartment nor shall make any changes to the windows and glazing. The Allottee shall, with the prior written consent of the Promoters, be at liberty to fix safety grills on windows of the said Apartment of such design as the Promoters may specify (so as to observe uniformity of designs in the said Building). The Promoters shall be entitled to remove at the cost and risk of the Allottee any grill, which may have been fixed without the Promoters' written authority or if the same is not of the design prescribed by the Promoters. The Allottee shall not at any time construct on (whether of a temporary or permanent nature) or raise the height of the wall of any balcony or terrace of the said Apartment or fix or erect sun screens or weather sheds on the exterior of the said Apartment or the Building or cover the balcony or terrace in any manner whatsoever. Name plates and boards will be placed in specified areas and of sizes as may be previously approved in writing by the Promoters and/or the Society;

(b) Not to store in the said Apartment 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 and not to carry or cause to be carried heavy packages to upper floors of the said Building which may damage or is likely to damage the staircases, common passages or any other part of the structure of the said Building, including entrances of the said Building. If any damage is taused to the said Building or to the said Apartment on account of negligence or default of the Allottee or his/her/ its/their employees, agents, servants, guests or invitees in this behalf, the Allottee shall be

liable and responsible for the consequences of any condition;



- (c) To carry out at his/her/its/their own cost all internal repairs to the said Apartment and maintain the same in good condition/ state and order in which the same were constructed and not to do or suffer to be done anything in or to the said Building or in the said Apartment which may be against the rules, regulations and bye-laws of the concerned local or public bodies or authorities or Society. In the event the Allottee commits any act or omission in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local or public bodies or authorities or Society;
- (d) Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any additions or alterations of whatever nature in or to the said Apartment or any part thereof nor any alteration in the elevation, sections, details and outside colour scheme of the said Building and the Allottee shall keep the sewers, drains, pipes, electric cables and all other amenities in the said Apartment and appurtenances thereto in good tenantable repair, order and condition and in particular so as to support shelter and protect the other parts of the said Building and shall not chisel or in any other manner damage columns, beams, walls, slabs or RCC pardis or other structural members in the said Apartment without the prior written permission of the Promoters/Society and wherever necessary without the written permission of the other concerned competent authorities;
- (e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Building or any part thereof or whereby any increase in premium shall become payable in respect of the insurance;
- (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said Property and the said Building;
- (g) To pay to the Promoters within fifteen days of demand by the Promoters his share of security deposit demanded by the Corporation

concerned local or public bodies or authorities or government for giving water, electricity or any other service connection to the said Building;

(h) To bear and pay all rates, taxes, cesses, assessments, water charges, electricity charges, insurance, outgoings and such other levies and impositions, if any, and all increases therein which are levied or imposed by the concerned local authorities and/or Government and/or public bodies or authorities in respect of or relating to the said Building and the said Property;

- (i) The Allottee shall observe and perform all the bye-laws, rules and regulations which the Society that may be made from time to time for protection and maintenance of the said Apartment and the said Building and the Property and the buildings and other structures thereon and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authorities, government or other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and user of Apartments in the said Building and Car Parking Spaces and shall pay and contribute regularly and punctually towards the property rates, taxes, cesses, assessments, impositions, expenses and all other outgoings and levies whatsoever in accordance with the terms of this Agreement;
- (j) The open spaces and common entrances, common passages, lobbies, staircases and lifts in the said Building shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage purpose or anything else. The Allottee shall not use or permit the use of any part of the said Property for any purpose and shall not use or permit the use of common passages, lobbies and staircases in the said Building for storage or for use by servants at any time;

The Allottee shall not at any time do any work in the said Apartment, which would jeopardize the soundness or safety of the said Building or prejudicially affect the same;

The Allottee shall not park any vehicle in any part of the said Property (described in the First Schedule hereto) except in the places (if any) specifically provided by the Promoters.

23. The Promoters hereby represent and warrant to the Purchaser as

- (i) The Society has clear and marketable title in respect of project land; as declared in the title report annexed to this agreement and by virtue of the Re development Agreement the Promoters have a requisite right to carry out development upon project land:
- (ii) the Promoters have lawful rights and requisite approvals from the competent authorities to carry it the development so the project and shall obtain requisite approvals from time to time to complete the development of project.
- (iii) There are no encumbrances on the project land or the project.
- (iv) There are no litigations pending before any court of law with respect to the project land or project.
- (v) All approvals, licences and permit issued by the competent authority with respect to the project, project land and said building or wing/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals licences and permits to be issued by competent authority with respect to the project, project land and said building or wing/wing shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all the applicable laws and relation to the project, project land, building/wing and common areas.
- (vi) The Promoters have right to enter into this agreement and have neither committed or omitted to perform any act or thing, whereby right title and interest of the Allottee may prejudicially be affected.
- (vii) The Promoters have not entered into any agreement which will adversely affect the rights of the Allottee under this agreement.
- (viii) The Promoters confirm that the Promoters are possessived in a manner whatsoever from selling the said Apartment to the Allottee the manner contemplated in this agreement.
- (ix) The Promoters have duly paid and shall continue to pay and discharge undisputed government dues rates, charges, and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable worth 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 has



been received or served upon the Promoters in respect of the  $\text{pr}_{0j_{\theta_{Q}}}$  land and or project.

24. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Apartment or of the said building or of the property (Property and buildings thereon) or any part thereof by the Promoters to the Allottee. The Allottee shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him. The said Property and all open spaces, parking spaces, lobbies, staircases, lift, common entrances, common passages, terraces and all other common and other areas etc. in the buildings and structures on the said Property will remain the property of the Society.

25. The Allottee declares and confirms that he has inspected and has express notice of the terms, conditions, provisions, covenants and agreements contained in the said Re development Agreement. The Allottee is satisfied with the sanctioned plans, other sanctions, approvals and specifications of the said Building and said Apartment and amenities provided therein and is satisfied with the title of the Promoters to the said Building and Apartment and shall not raise any requisition or objection on the same. The Allottee shall observe and perform the said terms, conditions, provisions, covenants and agreements and shall not commit a breach thereof and shall at all times keep indemnified the Promoters against any breach, non-observance or non-performance thereof.

26. Any delay, tolerance or indulgence shown by the Promoters in enforcing the terms and conditions of this Agreement or any forbearance or giving of time to the Allottee by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee nor shall the same in any manner prejudice the rights of the Promoters. The failure by the Promoters to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time thereafter to enforce all the terms and conditions of this Agreement.



- 27. The Promoters shall maintain a separate account in respect of sums, received by the Promoters from the Allottee as advance or deposit, sum received on account of share capital for the Society or towards the outgoings legal charges and shall utilize/neutralize the amount only for the purposes for which they have been received.
- 28. The Promoters shall not mortgage or create a charge on the said Apartment after the Promoters execute this agreement and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for time being in force, such mortgage or charge shall not affect the right interest of the Allottee under this Agreement.
- Forwarding this agreement to the Allottee by the Promoters doesn't create 29. a binding obligation on the part of the Promoters and/or the Allottee until firstly, the Allottee signs and delivers this agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30(thirty) days from the date of receipt by the Allottee and secondly appears for registration of the same before the concerned sub registrar as in and when intimated by the Promoters. If the Alottee(s) fail/s to execute and deliver to the Promoters this agreement within thirty days of its receipt by the Allottee(s) and/or appear/s before the sub-registrar for its registration as and when intimated by the Promoters, then Promoters shall serve notice to the Allottee(s) for rectifying the default which if not rectified within 15 days of its receipt by the Allottee(s), booking/allotment of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith shall be returned to the Purchaser without any interest(subject to adjustment and recovery of any liquidated damages)
- 30. The Allottee alone shall bear and pay the Stamp Tuty and Registration charges of this Agreement in conformity with the provisions of the Bombay Stamp Act, 1958 and Registration Act, 1908.
- 31. (a) The Allottee shall on the execution hereof present this Agreement and admit execution thereof at the proper registration office for registration within the time limit prescribed (presently within four months from the date of execution of this Agreement) by the Registration Act, 1908 and the Promoters will attend such office and admit execution thereof.



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(b) The Allottee shall inform the Promoters in writing the serial number under and the date on which this Agreement is so lodged and thereupon the Promoters will attend the Sub-Registrar's Office and admit execution thereof provided that the Allottee has given notice sufficiently in time (not less than lifteen days) to enable the Promoters to arrange for admission of execution. The Allottee is aware that it is mandatory to register this Agreement. In the circumstances, the responsibility for presenting this Agreement for registration shall be that of the Allottee alone and the Promoters shall give its full co-operation for the same.

- (c) If the Allottee fails and/or neglects to present this Agreement for registration within the stipulated period, whatever be the reason thereof, the Promoters shall not be responsible for such non-registration as also the consequences arising therefrom and the Allottee shall keep the Promoters indemnified against the consequences thereof.
- (d) The Allottee shall continue and be obliged to pay to the Promoters the installments on the dates/periods as provided in this Agreement, inspite of failure or neglect by the Allottee to present this Agreement for registration and to admit execution thereof by the Allottee and until this Agreement is registered, and thereafter the Allottee hereby agrees and undertakes to make such payments without any deduction or raising any dispute, objection or contention whatsoever.
- 32.All letters, circulars, receipts and/or notices to be served on the Allottee as contemplated by this Agreement shall be deemed to be validly and effectively served, if sent to the Allottee by Registered Post A.D./Under Certificate of Posting/ Speed Post/Courier/Hand Delivery at his address specified below or such other address as the Allottee may hereafter notify

Writing to the Promoters

In case of any change of the aforesaid address, the Allottee shall forthwith intimate the new address to the Promoters and obtain proper acknowledgement from the Promoters.

33. The Allottee will always abide by all the rules and regulations of the Society.

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34. The Allottee hereby agrees that after possession of the said Apartinent deemed to be given to the Allottee, any amount including outgoings which become due or payable by the Allottee to the Promoters / Society under this Agreement and also in the event of any amounts by way of rates, taxes, cesses, assessments, Property revenue, premium betterment charges development tax or any other tax, levy, payment, imposition or assessment whatsoever by whatever name called under any Act (State or Central) become due or payable on the property to the Government (State or Central) or to Municipal Corporation or other local or public bodies or authorities, the Allottee shall be liable to bear and pay his/her/ its/their share thereof (in proportion to the saleable area of the said Apartment and parking spaces and terraces if any). The amounts so determined from time to time by the Promoters/Society shall be final and binding on the Allottee who shall pay the same to the Promoters/Society forthwith upon demand in writing by the Promoters/Society without deduction and without raising any dispute, contention or objection, whatsoever. In the event of default by the Allottee in the payment of any sum due or payable under this Agreement, the Allottee shall pay interest on that sum for the period from the due date for such payment until actual payment at the State Bank of India Highest Marginal Cost of Lending Rate + 2 % percent per annum. This shall be without prejudice to the other rights and remedies of the Promoters against the Allottee.

- 35. The Allottee (in case of a Partnership Firm or a Limited Liability Partnership) has supplied the names and addresses of the present partners and undertakes to furnish in writing to the Promoters the names of the partner/s for the time being constituting the Firm.
- 36. The said Building "BAJAI ENCHANTE" (in which the said Apartment is situate) shall always be known by that name and such name shall not be changed at an time in future without the prior written permission of the Promoters.
- 37. 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 purchaser of the Apartment, in case of transfer, as the said obligations go along with the Apartment for all intents and purposes.





38. Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other purchasers in the project, the same shall be in proportion to the darpet are of the Apartment to the total carpet area of all the project.

# IT IS FURTHER AGREED DECLARED RECORDED CONFIRMED AND UNDERSTOOD BY AND BETWEEN THE PARTIES HERETO THAT:

- 39. The Allottee is fully aware and shall be deemed to have full knowledge and is hereby given express notice by the Promoters that construction activities (including blasting operations) on the said Property will continue (during day and if necessary during night) even after possession of the said Apartment is given to the Allottee and the Allottee shall not at any time protest, object or raise any dispute or contention or make any complaint about nuisance or annoyance or inconvenience which may be caused due to such construction activities (during day or if necessary during night) about the Promoters's right to carry on such construction activities on the said Property and the Promoters shall not be liable or responsible for and the Allottee shall not be entitled to or claim any damages, compensation or any amount whatsoever from the Promoters arising out of or due to or caused by such construction activities on the said Property.
- 40.It is expressly agreed that the Promoters shall be allowed to revise the building plans in respect of the building and/or the said Apartment agreed to be sold herein and the Allottee hereby irrevocably consents to the rights of the Promoters to revise and modify the building plan from time to time and shall not at any time raise any objection, dispute or contention whatsoever in that behalf.
- 41. The Promoters has informed the Allottee and the Allottee is aware that the present construction is a redevelopment project pursuant to the Agreement for Re development dated 31st December 2011 and on the basis of the terms and conditions as stated thereunder.

2. The Promoters shall be free to construct on the said Property, more particularly described in the First Schedule hereunder written, at such locations as it may from time to time decide, any additional structures like sub-stations for electricity or office for management of "BAIAI ENCHANTE" and build underground and overhead tanks, structures for watchmen, cabin, toilet units for domestic servants



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and watchmen, soak pits and other structures the locations of which are not particularly marked or shown in the building plans or layout plans of the property and laying through or under or over the said Property or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines sewerage lines, water harvesting arrangement and other devices belonging to or meant for any of the building/s and other structures which are to be developed and constructed by the Promoters on the said Property.

43. This Agreement contains the whole agreement between the parties in respect of the subject matter of this Agreement and shall not be modified (whether by alteration, addition or omission) otherwise than by a writing duly signed by both the parties. This Agreement constitutes the entire agreement between the parties and there are no promises or assurances or representations, oral or written, express or implied other than those contained in this Agreement. The Allottee hereby expressly admits, acknowledges and confirms that no terms, conditions, particulars or information whether oral, written or otherwise given or made or represented including those contained/given in any advertisement or brochure or publicity materials by the Promoters and/or its agents to the Allottee and/or his agents other than such terms, conditions and provisions as are contained or incorporated in this Agreement shall be deemed to form part of this Agreement or to have induced the Allottee to enter into this Agreement.

44. As required by the Income-tax (Sixteenth Amendment) Rules 1998:

(A) the Promoters states as under:

We, <u>BAJAJ INTERNATIONAL REALTY PRIVATE LIMITED</u> are assessed to Income-tax and the Permanent Account Number allotted to the company is <u>AAECB3060C</u>.

(B) The Allottee/s state/s as under:-

I/We, Mr.Gautam Hinger the Purchaser/s within named, am/are assessed to Income-tax and the Permanent Account Number allotted to me/us is Mr.Gautam Hinger: PAN No: AAGPH6508N.

45. The Allottee shall be liable and hereby expressly agrees to bear and pay all existing and future service tax, VAT, GST, TDS and / or other-taxes and charges and / or levies that may be imposed if any, whether payable in the first instance or otherwise, and all increases therein which are / may be



levied or imposed by the concerned local authorities and / or  $\mathsf{Govern}_{m_{\mathsf{e}_{\mathsf{h}_{\mathsf{t}}}}}$ 

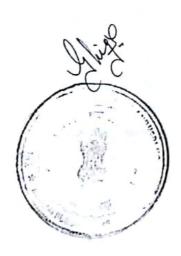
and / or public bodies or authorities.

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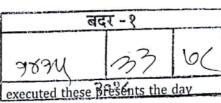
46 The Promoters shall have absolute authority and control as regards a special state of the said Building "BAJAJ ENCHANTE" and the disposal thereof.

- 47. The Promoters shall, if necessary, become a member of the Co-operative Society in respect of the rights and benefits retained by the Promoters or conferred upon the Promoters or otherwise. If the Promoters transfers, assigns and disposes of such rights and benefits at any time to anybody, the assignee/ transferee and/or the Allottee thereof shall become a member of the Society in respect of the said rights and benefits.
- 48. This Agreement shall always be subject to the provisions of the Real Estate (Regulation and Development Act, 2016 and the rules made thereunder.
- 49. The transaction covered by this contract at present is not understood to be a sale as defined under the Sales Tax Law. However, due to an order of the Supreme Court this transaction is held to be liable to be taxed as a sale and as such VAT, GST, Service Tax or otherwise, either as a whole or in part and any inputs or materials or equipment used or supplied in execution of or in connection with this transaction are liable to be taxed, and the same shall be payable by the Allottee along with other buyers/Allottees on demand at any time.
- 50. The Promoters shall not be responsible for the consequences arising out of change in law or change in municipal and other laws, rules, regulations etc.





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IN WITNESS WHEREOF the parties have executed these Bress

and year first hereinabove written

#### THE FIRST SCHEDULE ABOVE REFERRED TO

Property being all that piece or parcel of land or ground of plot admeasuring 1093.48 square meters (including Tit-bit Land of 305.48 sq.mtrs.) with the Building No.D 67 having a ground plus 3 floors bearing Survey No. 133, known as Panchsheel Co-operative Housing Society, Veera Desai Road, Andheri (West) Mumbai 400 053

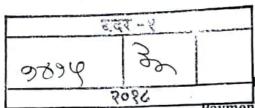
#### THE SECOND SCHEDULE ABOVE REFERRED TO:

(Common Areas and Facilities)

- Common areas shall include open spaces, common entrances, common passages, lobbies, lift lobbies, staircases and Property, lift/s and lift shafts and roof terraces in the buildings.
- Common facilities in the building shall include
  - (a) Two lifts
  - (b) Plumbing lines, sewerage and drainage lines, electric fittings and fixtures, watchman cabin/s society office/s, pump room, meter room etc.
  - (c) Underground water tanks, water pipes, water meters and gas pipes.
- Common facilities in the layout shall include
  - (a) Property scaped open spaces;
  - (b) Internal roads/pathways, compound wall and gates;
  - (c) Internal driveway with street lights;
  - (d) Storm water drains, sewerage disposal arrangement and rain was harvesting system (if provided);
  - (e) Common water main lines, water pumps and water tanks including common water meter accessories;

Any other facility and amenities, which form part of the common Facilities/amenities in the layout.





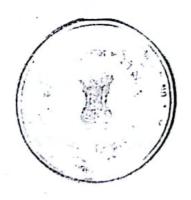
### THIRD SCHEDULE

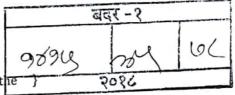
Project : BAJAJ ENCHANTE

Payment Schedule: Flat no.904, Floor:9th

		A CONTRACTOR OF THE PARTY OF TH	· · · · · · · · · · · · · · · · · · ·
SR.NO.	PARTICULARS	Percentage (%)	Amount(Rs.)
1	Earnest Money	30	2685000
2	On Completion of 5th Slab	20	1790000
3	On Completion of 15th Slab	20	1790000
4	On Completion of Top Slab	30	2685000
	TOTAL :-	100	8950000







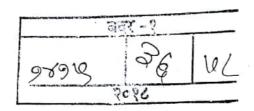
SIGNED AND DELIVERED for and on behalf of the

Above named Promoters 'BAJAJ INT	'ERNATIONAL REALTY PRIVATE	LIMITED
by its authorised representative }	For Bajaj International Realty Pyl Lto  Director Authorised Signatorie	96
Shri. Ripon Jain	Director Authorised Signatorie	
in the presence of		
1) 4	_}	
2) 0	_}	
SIGNED AND DELIVERED by the wit	hinnamed	
Allottee	01.0A	

Mr.Gautam Hinger



in the presence of	}	
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2)	}	Si Carrie Sun action
		No Process of



RECEIPT

RECEIVED the sum of Rs. 89,50,000 /- (Rupees: Eighty Nine Lakh Fifty Thousand Only) from the name of within named Allottee.

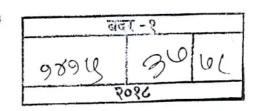
WE SAY RECEIVED:

For 'BAJAJ INTERNATIONAL REALTY PRIVATE LIMITED'

For Bajaj International Realty Pvt. Ltd
Director / Authorised Signatories
Authorised Signatory

Witness 1)\_\_\_\_\_





#### ANNEXURE -'G'

#### **INTERNAL AMENITIES:-**

Internal Amenities -

- Top quality Vitrified flooring/skirting in Living, Dinning, Passage & Bedrooms.
- 2) Vitrified tile flooring and Granite Platform with stainless steel sink in Kitchen.
- 3) Designer/Anti-skid tile Flooring with full height vitrified tile dado in toilets
- 4) Grohe/ Equivalent make Bathroom Sanitary Ware.
- 5) Kolher/ Equivalent make Bath Fittings.
- 6) Provision for Split Unit in Living and Bedrooms.
- 7) Wooden Flooring in Master Bedroom.
- 8) Provision of water heaters in each toilet.
- 9) Provision of exhaust fan in kitchen and each toilet block.
- 10) Adequate electrical /telephone/television cable points in each rooms.
- 11) Walls finished in Gypsum with 2 coats of luster paint.
- 12) Proper T.W.framed flushed doors/sliding windows with all necessary fittings/fixture & locking arrangement.

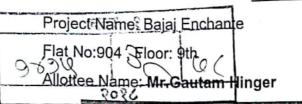
#### **EXTERNAL AMENITIES:-**

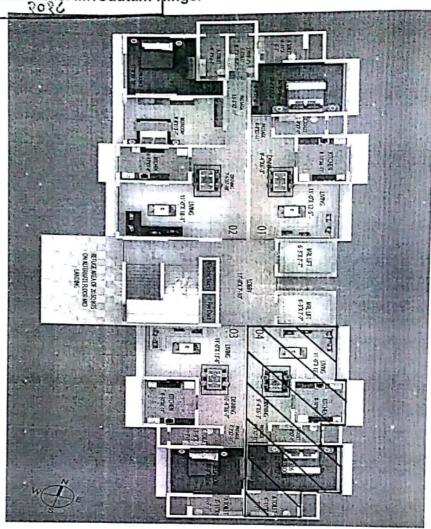
- 1) Designer Entrance Lobby.
- 2) 100% Power back-up for common area essential services
- 3) Intercom facility
- 4) CCTV for security
- 5) Sufficient Parking
- 6) 2 High Speed Elevators

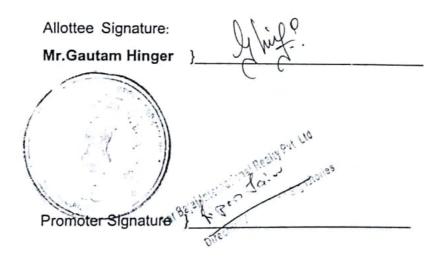


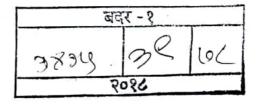












Original/Duplicate पावती MULKINGUL नोंदणी कं. :39म Wednesday, March 04, 2015 Regn.:39M 9:03 AM दिनांक: 04/03/2015 पावती क्रं.: 2608 गावाचे नाव: चकाला दस्तऐवजाचा अनुक्रमांक: वदर1-1845-2015 दस्तऐवजाचा प्रकार : कुलमुखत्यारपत्र मादर करणाऱ्याचे नाव: बजाज इंटरनॅशनल रियल्टी प्रा ली चे संचालक रिपॉन - जैन **ব. 100.00** नोंदणी फी ₹. 240.00 दस्त हात्राळणी फी पृष्ठांची संख्या: 12 ₹. 340.00 आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ व सीडी अंदाजे 9:10 AM हाए वे मोबदला: रुं.0/-बाजार मुल्य: रू.1 /-भरलेले मुद्रांक शुल्क ; रु. 500/-1) देयकाचा प्रकार: By Cash रङ्कम: रु 100/-2) देवकाचा प्रकार: By Cash रक्कम: रु 240/-

> REGISTERED DOCUMENT DELEVERID ON 09 03 [20].





महाराष्ट्र MAHARASHTRA

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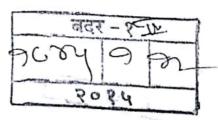


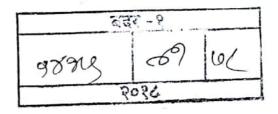


## SPECIFIC POWER OF ATTORNEY

TO ALL WHOM THESE PRESENTS SHALL COME, WE Bajaj International Realty Private Limited having their registered office at 222, Solitaire Corporate Park, 151, M Vasanji Marg, Chakala, Andheri (E), Mumbai 400093 hereinafter called as 'the Developers' (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) Send Greetings:-







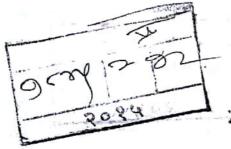
Annexure - II

दस्ताचा प्रकार - POWER OF ATTODNEY

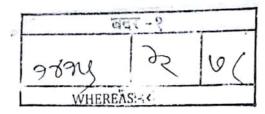
मुटांक विकत घेणायाचे निर्वादा International Realty Pvt. Ltd.

पुटांक विकत घेणायाचे निर्वादा श्री तिर्वादा प्रकार विकत घेणायाचे रहिता श्री तिर्वादा प्रकार विकत प्रक्त प्रकार विकत प









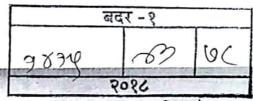
- 1. Vide a duly registered Re Development Agreement dated 31st December 2011 and bearing registration No. BDR 1/00332/2012 executed by and between the Developers and Azadnagar Panchasheel Co-operative Housing Society Ltd., a Housing Society registered under the Maharashtra Co-operative Societies Act, 1960 bearing Registration No. BOM (WK/W) /Hsg.(OH)2920/87-88) and having its registered office at Building No. D-67, Veera Desai Road, Andheri (West), Mumbai 400 053 (the Society) the Developers are entitled for the redevelopment of property being all that piece or parcel of land or ground of plot admeasuring 1093.48 square meters (including Tit-bit Land of 305.48 sq.mtrs.) bearing Survey No. 133, known as Panchsheel Co-operative Housing Society, Veera Desai Road, Andheri (West) Mumbai 400 053 in the Registration Sub- District of Andheri and Mumbai Suburban District the said property on the terms and conditions stated therein.
- 2. As per the terms and conditions of the aforesaid Agreement the Developers inter alia have agreed to construct a residential flat for each of the 16 Members aggregating to 14160sq. ft. carpet area of the total FSI available for redevelopment of the Society Building. The balance carpet area which is "the saleable Area" is be available to the Developers for construction of residential flats being "the Developer's Flats" and the Developers are entitled to sell the same to the prospective purchasers.

3. Accordingly the Developers shall be executing various undertakings affidavits, declarations etc. to be submitted to various authorities including MCGM/MHADA etc., Agreements for Sale, Rectification Deeds, Gancellation

Deeds with purchasers of flats in the building to be known as BAJAJ ENCHANTE which require to be registered under the Registration Act,

We are unable to do the following acts, deeds and things pertaining to the documents executed by our Director/s and admitting the execution thereof and welling the said documents registered before the concerned sub

(A) A.



It is therefore necessary for us to appoint, nominate and constitute a fit and proper person as our lawful attorney to act on our behalf for the purpose mentioned herein below.

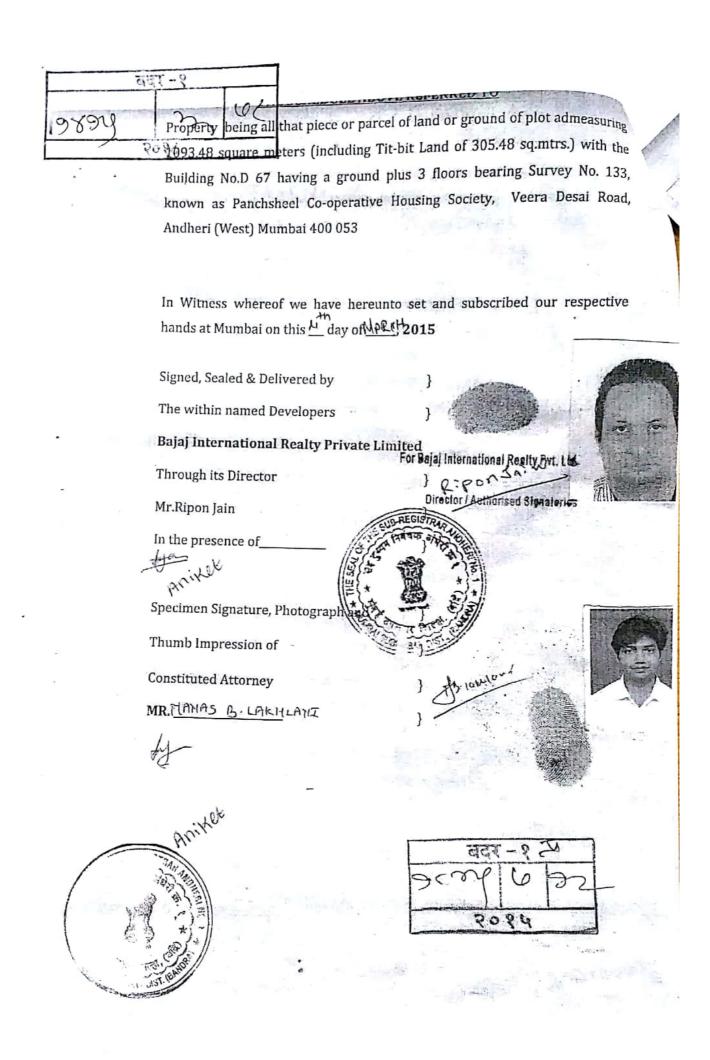
NOW KNOW ALL MEN AND THESE PRESENTS WITNESSETH THAT WE, Bajaj International Realty Private Limited do hereby irrevocably nominate, constitute and appoint Mr. Manas Lakhlani to be our true and lawful attorney, (hereinafter referred to as "the Attorney) and for/or on our behalf and in our name to any of the following acts, deeds, matters and things in respect of the documents including undertakings, affidavits, declarations etc. and Agreements for Sale, Rectification Deeds, Cancellation Deeds etc. in favour of the Flat Purchasers with regard to the building known as BAJAJ ENCHANTE:

- 1. To represent us and on our behalf make the payment of Stamp Duty, admit the execution of various documents including Agreements for Sale, Rectification Deeds, Cancellation Deeds, declarations, affidavits, undertakings etc. with regard to the building known as BAJAJ ENCHANTE executed by us and getting the same registered with the concerned Sub Registrar of Assurances and to complete all formalities in respect thereto.
- To appear before the Sub-Registrar of Assurances to present the aforesaid documents for registration and admit the execution of the sand documents.
- 3. To do and perform all acts, deeds, matters and things that may be necessary to give effect to this presents.

And we hereby confirm and ratify all such presentations again as acts, deeds and things done or which would be done by the said aftorney for and behalf of us & further agree that all such acts, deeds and things shall be binding upon us as if we did the same in person.



2084



बदर -१ 04 00 9894 2000



# महानगर टेलीफ्रोन निगम लिमिटेड, मुंबई MAHANAGAR TELEPHONE NIGAM LIMITED, MUMBAI टेलीफोन बिल्द पत्रक / Telephone Bill Foll कावार्य : s या सीत्रम, मतावार उत्सेचा सरह, % सीत्रीय कोमर्टिंग, सार्य तह, वर्ड हिस्सी - 11000 प्रीजनवर्ड 1271010 (अस्ट्राव्य office 1,7 Floor, Mahamatat Doorganchar Sadot, 9, 650 Complet, Local Road, Hen Oalth : 110003 (सा. 12710)18 (अस्ट्राव्य

Name & Address: SrNo: 179902
MS BAJA INTERNATIONAL REALTY PVT LTD
222 SOLTAIRE --- COPPORATE PARK
ISI MVASANJI MARG OPP APPLE HERITAGE
CHAKALA ANDHERI EAST
MIMPA JACORI MUMBAI 400093

नाव आणि पत्ता / नाम और पत्ता : पेससं बनान इंटरनेजनल राजटी प्रा ति 222 गोलनाप्रै कॉपोरेट पार्क 151 एम.बासननी मार्ग आपल हेरीटेन के सामने चकला अंथेरी पूर्व पुंचर्ड 406093	बिल कालावधि Billing Period	01/12/2014
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Tel: +91 (22) 28225145/46/47 Fax: +91 (22) 28225148

Corporate Identification Number: U93000MH2010PTC217139

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF BAJAJ INTERNATIONAL REALTY PRIVATE LIMITED AT ITS MEETING HELD ON FEBRUARY 9, 2014 AT 222, SOLITAIRE CORPORATE PARK, 167, GURU HARGOVIND MARG, CHAKALA, ANDHERI (E), MUMBAI 400 093

"RESOLVED THAT in respect of Azad Nagar Panchsheel Co-operative Housing Society Limited, Andheri West, the project known as Bajaj Enchante (herein after referred to as "The Society"), consent and approval of the Board of Directors of the Company be and is hereby accorded to Mr. Manas Lakhlani to register before appropriate authority Individual Agreement of buyers in respect of the aforementioned Society, project known as Bajaj Enchante and generally to do and cause to be done all such incidental and other acts, deeds and things and execute and cause to be executed all such other documents, deeds, instruments, writings, papers applications, etc., as may be required or necessary and incidental for the aforesaid purpose."

"RESOLVED FURTHER THAT the Directors of the Company be and are hereby severally authorised to certify the true copy of the aforementioned resolutions and forward the same to the concerned authorities for their record and necessary action."

> \CERTIFIED TRUE COPY\\ FOR BAJAJ INTERNATIONAL REALTY PRIVATE LIMITED

> > Ripon Jain DIRECTOR (DIN: 02082809)



Corp. Off Bajaj Bhawan, Jamnalal Bajaj Marg, B-10, Sector-3, Tel: 91-120-2543939/40, 4045555 Fax: 91-120-2543949

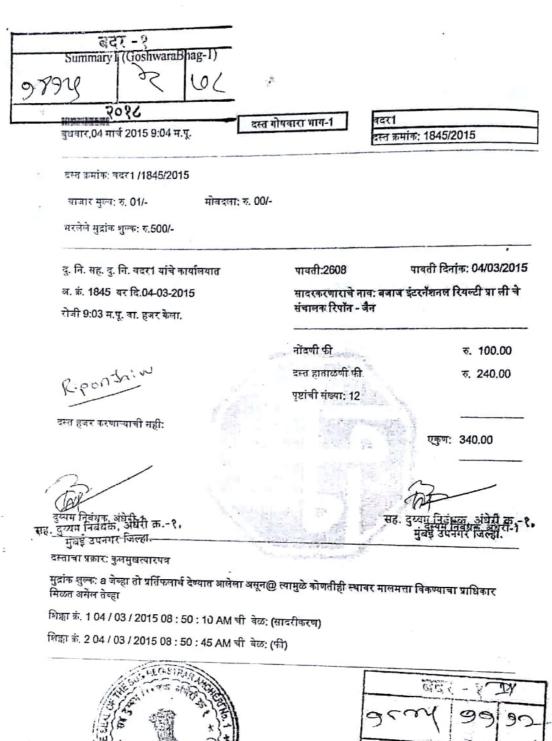


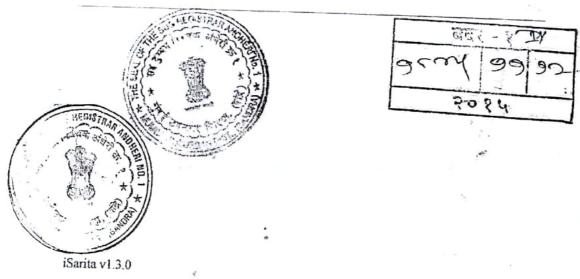
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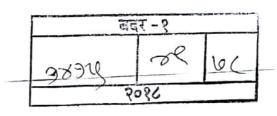


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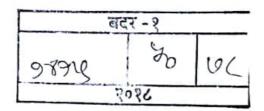




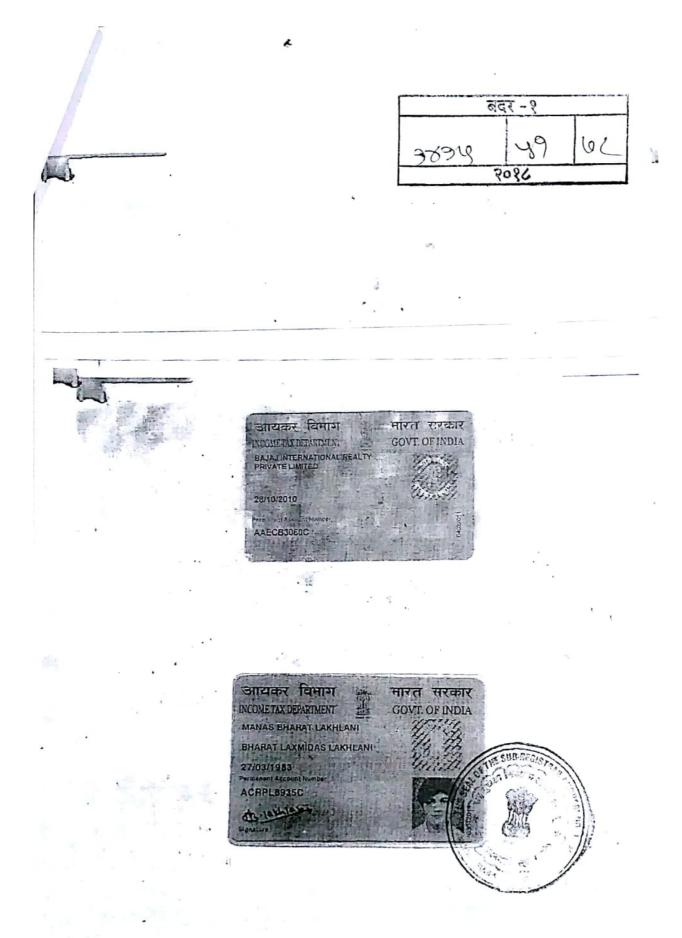


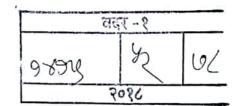
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## AMEE DHARMADHIKARI

Advocate, B.A.LL.B.

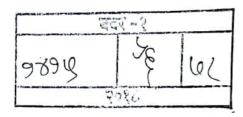
139, Abhinav Nagar, Borivli (E), Mumbai 400 066 Contact: 9821711881; amee.dharmadhikari@gmail.com

### TITLE REPORT

Re: - ALL THAT piece or parcel of land or ground of plot admeasuring 1093.48 square meters (including Tit-bit Land of 305.48 sq.mtrs.) with the Building No.D 67 having a ground plus 3 floors bearing Survey No. 133, known as Panchsheel Co-operative Housing Society, Veera Desai Road, Andheri (West) Mumbai 400 053

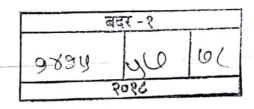
At the instance of my clients Bajaj International Realty Private Limited having their registered office at 221, Solitaire Corporate Park, 151, M Vasanji Marg, Chakala, Andheri (E), Mumbai 400093, I have investigated the title of the above mentioned property and my observations are as under :-

1. The above mentioned property namely ALL THAT piece or parcel of land or ground of plot admeasuring 1093.48 square meters (including Tit-bit Land of 305.48 sq.mtrs.) with the Building No.D 67 having a ground plus 3 floors bearing Survey No. 133, known as Panchsheel Co-operative Housing Society, Veera Desai Road, Andheri (West) Mumbai 400 053 is owned by Maharashtra Housing and Area Development Authority, a Statutory Corporation duly constituted under the Maharashtra Housing and Area Development Act, 1976 (Mah. XXVIII of 1977) called as "MHADA") and as such shown in the Proper

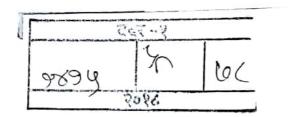


- 2. The Existing Building was constructed prior to year 1970 by Maharashtra Housing Board (hereafter referred to as 'the Board') constituted under the Bombay Housing Board Act, 1948 (Bom LXIX of 1948) (hereafter referred to as 'the said Act') under a scheme of construction, allotment and sale of tenements, known as Middle Income Group Housing Scheme (hereafter referred to as 'MIG').
- 3. With effect from the 5th day of December, 1977 under Government Notification in the Public Works and Department No. ARD-1077(1) Desk – 44 dated 05.12.1977 an Authority called as 'Maharashtra Housing and Area Development Authority' (hereafter referred to as 'MHADA') was constituted.
- 4. The Board stood dissolved by operation of Section 15 of the said Act.
- Under clauses (a) and (b) of Section 189 of the said Act, all the property, rights, liabilities and obligations of the Board have become the property, rights, liabilities and obligations of MHADA.
- 6. The original holders of the tenements in the Existing Building formed and registered a Co-operative Housing Society i.e. Azadnagar Panchasheel Co-operative Housing Society Ltd., a Housing Society registered under the Maharashtra Co-operative Societies Act, 1960 bearing Registration No. BOM (WK/W) /Hsg.(OH)2920/87-88) and having its registered office at Building No. D-67, Veera Desai Road, Andheri (West), Mumbai 400 053



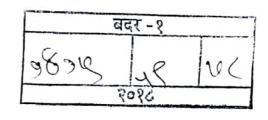


- 7. By a Registered Deed of Sale dated 23.12.1997 registered with the office of the Sub-registrar, Mumbai Suburban District on 02.02.1998 at Sr. No. P BDR 1/1217/97 MHADA for the consideration mentioned therein sold Building no. D-67, Andheri (W), Mumbai 400 053 comprising of ground and (Three) upper floors having 16 (Sixteen) residential flats, each admeasuring 500 sq. ft. (Carpet) equivalent to 600 sq. ft. (Built Up Area) (the Existing Building) more particularly described in the Schedule thereunder written to the Society. Also by an Indenture of Lease dated 23.12.1997 MHADA granted a Lease of the plot of land underneath the Existing Building admeasuring about 788.08 sq. mt. or thereabouts and more particularly described in the Schedule thereunder written in favour of the Society for the term of 99 years with effect from 1st day of April, 1970.
- 8. The Society is thus in continuous possession and otherwise well and sufficiently entitled to the Existing Building and the said Land. There are amenity spaces and other open area appurtenant to the said Land which admeasure aggregate about 305.48 Sq. Mt. or thereabouts (hereafter referred to as 'the tit bit land') which will be transferred by MHADA to the Society on payment of prescribed transfer premium as evidenced from a letter bearing No.CO/MB/ARCH/NOC/F947/3777/2010 dated 08.00.2018, obtained by the Society from MHADA for the purpose stated hereafter. Thus an aggregate area of land (i.e. the said Land plus the said tit-bit land) 1093.48 Sq. Mt. (hereafter referred to as 'the said Entire Land) is in possession and available for redevelopment to the Society. The said Land, the existing Building and the said tit-bit Land are hereinafter collectively.



referred to as "the said Property" and more particularly described in the Schedule hereunder written.

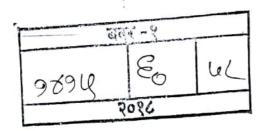
- 9. Under the provisions of the Development Control Regulations now in force in Brihanmumbai a Floor Space Index (hereafter referred to as 'FSI') of 2.5 is available for the said entire Plot and it is possible to construct a building consisting of approximately 2733.70 Sq. mt. built up area or thereabouts after demolition of the Existing Building, on the said entire Plot by utilizing the existing FSI of 1 (one) with additional FSI of 1.5 (one point five) to be obtained from MHADA.
- 10.The existing Building was constructed prior to 1970 and was is in a dilapidated condition and required substantial repairs. The Members of the Society therefore decided that it would be in the interest of the Members that the said Property be re-developed by demolishing the existing Building, and to construct a new building, and to have better common amenities and facilities.
- 11. The Society and its members being unable to invest the huge amount in the possible redevelopment of the said Entire Plot on their own, in a General Body Meeting of its members held on 08.08.2004 took an unanimous decision to get the said Property redeveloped through some reputed Developer.
- 12. The Society thereafter decided to call for Tenders by public invitation for the appointment of a developer for redevelopment of the said Property. The Secretary of the Society issued an advertisement inviting bids for the redevelopment of the said property in local newspapers namely The Times of India Economic Times and Maharashtra Times (Marathi) all dated 22.12.2010. Pursuant to the advertisement the Society received in all 12



Tender Bids in sealed envelopes as per the terms and conditions as are set out in the bid document and addendum thereto; out of which 5 developers including Bajaj Group (of which my client is a group company) were shortlisted. Thereafter the Society in its Special General Meeting held on 18.03.2011 passed a resolution selecting my clients as the Developers of the said property.

- 13.As per the guidelines issued by the State Government a Special General Body Meeting of the Society was held on 14.07.2011 where Mr. Satish Mane, the Co-operative Officer (Grade II) from the office of the Deputy Registrar MHADA, was present. My clients were appointed as the Developers for the said property by unanimous vote in the presence of the said officer.
- 14.Accordingly my clients executed a duly registered Re Development Agreement dated 31st December 2011 and bearing registration No. BDR 1/00332/2012 with the Society for the redevelopment of the said property on the terms and conditions stated therein.
- 15.As per the terms and conditions of the aforesaid Agreement my clients inter alia have agreed to construct a residential flat for each of the 16 Members aggregating to 14160sq. ft. carpet area of the total FSI available for redevelopment of the Society Building. The talanum area which is "the saleable Area" is be available to my clients for construction of residential flats being "the Developer's Flats," and my clients are entitled to sell the same to the prospective purchasers.

16.My clients in pursuance to the aforesaid Agreement of the approval of Plans and with I.O.D. u/s 346 of the Mumbai Municipal Confermion Agrees amended upto date, bearing No. CHE/WS/0896/K/337(NEW) dated 7TH



SEPTEMBER 2013 for construction of the residential building. My clients have also been granted the required Commencement Certificate on 7TH MAY 2014, as amended from time to time.

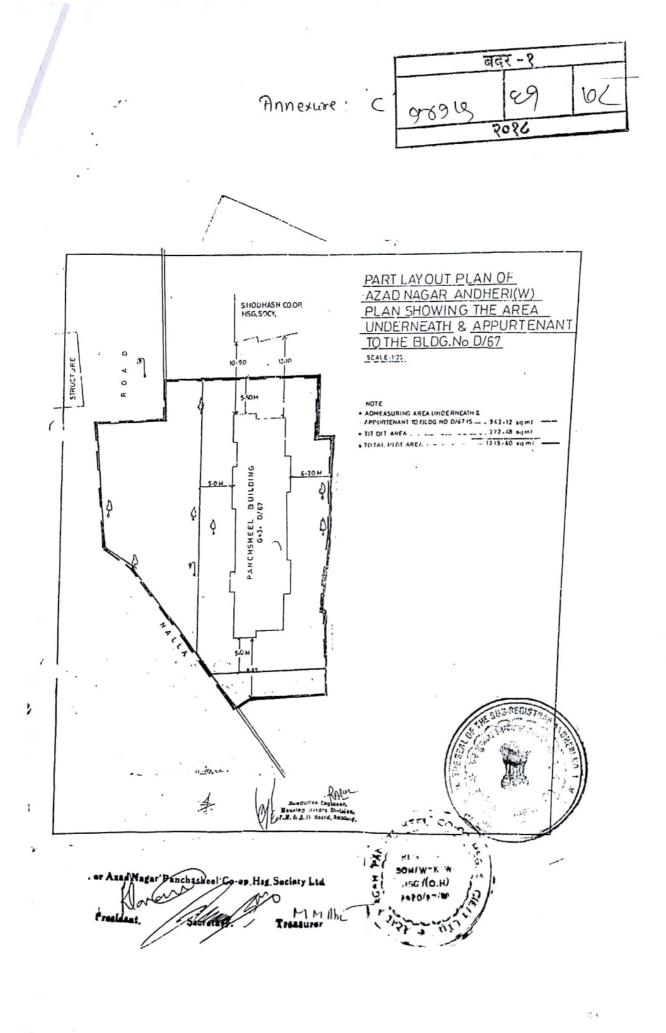
- 17.I have also got published two public Notices both dated 4TH SPETEMBER

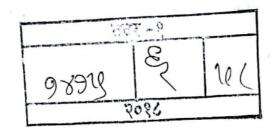
  2012 and both published on the same day in the Free press Journal, an English daily newspaper and another Marathi newspaper Navshakti in its edition dated 4TH SPETEMBER 2012 inviting objections from the members of the general public to the title of the Society with respect to the said property and the right of my clients with regard to the re development thereof, to which I have not received any objections. I have also caused the searches to be taken through search clerk Mr. Ashish Jhaveri and on taking such search no encumbrances are found against my clients with respect to the said property.
- 18.In the light of the aforesaid facts it is clear that my clients have got the right to redevelop the said property and "the saleable area" as mentioned in Clause 15 is available to my clients for construction of residential flats being "the Developer's Flats" and my clients are entitled to sell the same to the prospective purchasers.

Dated this 1st day of December 2014

PAR THE STATE OF T

(AMEE DHARMADHIKARI) ADVOCATE







This I.O.D./C.C. is Issued subject to the pravision of Urban Land C-3 BMPP-1649-2002-10,000 Forms MUNICIPAL CORPORATION OF GREATER MUMBAtelling and Regulation Act. 1976 FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

/BSII/WS/AH/AK of No. CE/ COMMENCEMENT CERTIFICATE CHE/WS/0896/K/337 (NEW)

Ex. Engineer Bldg. Proposal (W.S. H and K Wards Muncipal Office, R. K. Patkar Marg Pandra (West), Mumbai - 400 050

-7 MAY 2014 Kipon Jair International Real Utd. CATOOWNER

With reference to your application No. 4440 dated 2 old for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under Section 346 of the Mumbai Municipal Corporation Act 1888 to erect a building.

CTS No. 838 (PF) To the development work of 1709 blds.
at premises at Street No. 133 (P) And Names village Ambivali No. situated at Ardnen (ω) Ward Κω

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

1. The land vacated in consequence of the endorsement of the setback line/road widening line shall form part of the public street.

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

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

4. This permission does not entitle you to develop land which does not yest in you.

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

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

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

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

(c) The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or mistepresentation 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 42 of 45 of the Maharashtra Regional and J Act; 1966-

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

The Municipal Commissioner has appointed Shri. R.s. madiwale.

Assistant Engineer to exercise his powers and functions of the Planning

Authority under Section 45 of the said Act.

MAY 2015

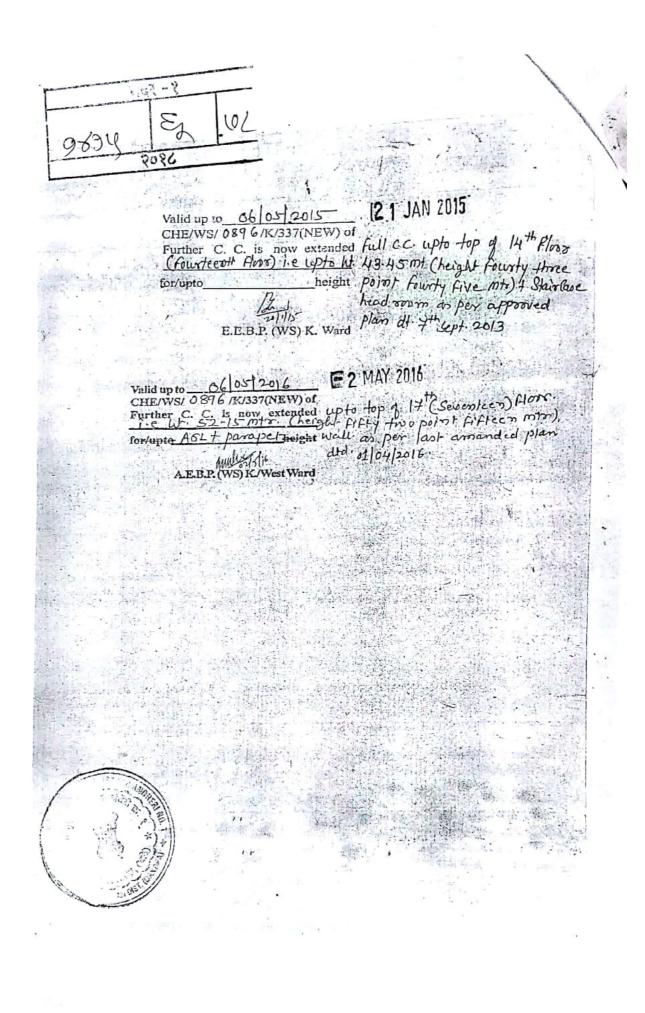
This CC is valid upto.

This Commercement certificate is for carrying out the work upto/For tops chainth as per Apar. 6/09/2013.

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

Assistant Eng. Building BROPOSAL SEWARDS Wards

MUNICIPAL CORPORATION OF GREATER MUMBAI



Annexuse: D जदर - १ 100 38311 २०१८ Bmpp-3536-2005-15.000 Forms. (4 Pages F/B) Ex. Engineer Bldg, Proposal (W.S. 346 Muncipal Office, R. K. Patkar Marg H and K Wards in replying please quote No. Form Bandra (West), Mumbai - 400 050 and date of this letter. Intimation of Disapproval under Section 346 of the Mumbai Municipal Corporation Act, as amended up to date. "T D./C.C. is issued subj .ovision of Urb. . . and cc....g and Regulation Act. 19: No. CHE/WS/0896/K /337 (NEW) SEP 2013 MEMORANDUM Shri Ripon Jain, Director, Bajaj International Realty Pyt. Ltd., C.A. to owner With reference to your Notice, letter No. 10736 dated 2 | 01 | 13 200 and delivered on and details of your building at proposed residential building on plot bearing CTS No.838 (pt), S.No.133 (pt), Azad Nagar Mhada Layout, Ambivali, Andheri (West), Mumbai, furnished to me under your to be erected or executed, and I therefore hereby formally intimate to you under Section 346 of the Bombay Municipal Corporation Act as amended upto-date, my disapproval by thereof reasons :-CONDITIONS TO BE COMPLIED WITH BEFORE STARTING THE WORK / BEFORE PLINTH C.C. That the commencement certificate under section 44/69 (1)(a) of the M.R.T.P. Act will not 1) be obtained before starting the proposed work. That the compound wall is not constructed on all sides of the plot clear of the road widening tine with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding as per D.C. Regulation No.38(27) before starting the work. That the low lying plot will not be filled upto a reduced level of atleast 92 T.H.D. or of above adjoining road level whichever is higher with murum, earth, boulders etc. and will not be levelled, rolled and consolidated and stoped towards road side, before starting the work. 4) That the specifications for layout / D.P. / or access roads / development of setback land will not be obtained from E.F.R.C.(W.S.) before starting the construction wor and setback land will not be developed accordingly including pr S.W.D. from E.E.R.C.(W.S.)/ E.E.S.W.D. of W.S. before submitty That the Structural Engineer will not be appointed. Supervision street as my append (resulation 5(3)(ix) will not be submitted by him. That the structural design and calculations for the proposed work and for existing built showing adequacy thereof to take up the additional load will not be submitted before.

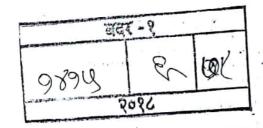
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CHE/WS/0896/K/337 (NEW) H and K Wards Muncipal Office, R1 K. Patkar Marg Pandta (West), Munjabai - 400 050

- That the sanitary arrangement shall not be carried out as per Municipal specifications and drainage layout will not be submitted before C.C.
- That the Registered Agreement with the existing tenant along with the list will not be submitted before C.C.
- 9) That the consent letter from the existing tenants for the proposed additions/alterations in their tenement will not be submitted before C.C.
- 10) That the Indemnity Bond indemnifying the Corporation for damages, risks, accidents etc. and to the occupiers and an undertaking regarding no nuisance will not be submitted before C.C./starting the work.
- 11) That the existing structure proposed to be demolished will not be demolished or necessary Phase Programme with agreement will not be submitted and got approved before C.C.
- 12) That the requirements of N.O.C. of (i) Reliance Energy /Tata Power, [ii] S.G. [iii] P.C.O.. [iv] A.A. & C.K/West Ward, [v] S.P. [vi] S.W.D., [vii]M.T.N.L., [viii] H.E. will not be obtained and the requisitions if any will not be complied with before occupation certificate B.C.C.
- 13) That the basement will not comply with basement rules and regulations and registered undertaking for not misusing the basement will not be submitted before C.C.
- 14) That the qualified/registered site supervisor through architect/structural Engineer will not be appointed before applying for C.C.
- 15) That "All Dues Clearance Certificate" related to H.E.'s dept. from the concerned A.E.W.W. [K/West Ward] shall not be submitted before applying for C.C.
- 16) That the true copy of the sanctioned layout/sub-division/amalgamation approved under the terms and conditions thereof will not be submitted before C.C. and compliance thereof will not be done before submission of B.C.C
- 17) That the NOC from Society alongwith certified extract of General Body Resolution for development/additions and alterations will not be submitted before C.C.
- 18) That the development charges as per M.R.T.P. (amendment) Act 1992
- 19) That the registered undertaking in prescribed proforms agreeing to demolish the creek are it constructed beyond permissible FSI shall not be submitted beyond permissible FSI shall not be submitted beyond permissible FSI shall not be submitted beyond the creek are
- 20) That the requisite premium as infiniated will not be paid before applying for C.C.
- 21) That the registered undertaking shall not be submitted for payment of difference in prohium paid and calculated as per revised land rates.

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CHE/WS/0896/K/337 (NEW)

- 22) That the C.C. shall not be asked unless payment of advance for providing treatment at construction site to prevent epidemics like Dengue, Malaria, etc. is made to the Insecticide Officer of the concerned Ward Office and provision shall be made as and when required by the Insecticide Officer for inspection of water tanks by providing safe but stable ladder, etc. and requirements as communicated by the Insecticide Office shall not be complied with.
- 23), That the Janata Insurance Policy of policy to cover the compensation claims arising out of workman's compensation Act 1923 will hot be taken out before starting the work and also will not be renewed during the construction work.
- 24) That the N.O.C. from Superintendent of Garden for tree authority shall not be submitted.
- 25) That the soil investigation will not be done and report thereof will not be submitted with structural design.
- 26) That the building will not be designed with the requirements of all relevant IS codes including IS code 1893 for earthquake design while granting occupation certificate from Structural Engineer to that effect will be insisted.
- 27) That no main beam in R.C.C. framed structure shall not be less than 230 mm, wide. The size of the columns shall also not be governed as per the applicable I.S. Codes.
- 28) That all the cantilevers [projections] shall not be designed for five times the load as per I.S. code 1893-2002. This also includes the columns projecting beyond the terrace and carrying the overhead water storage tank, etc.
- 29) That the R.C.C. framed structures, the external walls shall be less than 230 mm, if in brick masonary or 150 mm autoclaved cellular concrete block excluding plaster thickness as circulated under No.CE/5591 of 15.4.1974.
- That the Vermiculture bins for disposal of well waste as per the design and specification of Organisations/individuals specialized in this field, as per the list furnished by Solid Waste Management Department of M.C.G.M. shall not be provided to the satisfaction of Municipal Commissioner.
- 31) That the phasewise programme for removal of the debris shall not be submitted and got approved.
- 32) The the registered undertaking for not misusing the part / pocket terraces will not be
- 33) Has all dered undertaking for water proofing of terrace and Nahani traps shall not be
- 34) That the ACC from E.E.[T&C] for parking layout in the basement shall not be

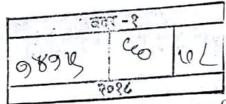
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- 35) That the Indemnity Bond for compliance of I.O.D. conditions shall not be submitted.
- 36) That the owner/developer shall not display a board at site before starting the work giving the details such as name and address of the owner/developer, architect and structural engineer, approval no. and date of the layout and building proposal, date of issue of C.C., area of the plot, permissible built up area, built up area approved, number of floors etc.
- That the design for Rain Water Harvesting System from Consultant as per Govt. notification under Sec.37[2] of MR&T.P. Act, 1966 under No.TPB-4307/396/CR-24/2007/UD-11 dt.6/6/2007 shall not be submitted.
- That the authorized Pvt .Pest Control Agency to give anti-malaria treatment shall not be appointed in consultation with P.C.O.[K/West Ward].
- That the N.O.C. from E.E. Mech. (E.I.) P&D for the provision of artificial light. ventilation and / or A.H.U. shall not be submitted.
- That the sheet piling along with diaphragm wall shall not be constructed taking all the precautionary measures under the strict supervision of registered Structural Engineer before actual work of basement is taken in hand after issue of C.C.
- That the RUT shall not be submitted by the developer to sell the tenements/flats on carpet area basis only and to abide by the provision of MOFA (Act) amended upto date and the I.B. indemnifying the MCGM and its employees from any legal complications arising due to MOFA, will be submitted;
- That the necessary remarks for training of nalla/construction of SWD will not be obtained from Dy. Ch.Eng. (SWD) City and Central Cell before plinth C.C. and compliance of said remarks will not be insisted before granting full C.C. for the building
- That the debris removal deposit of Rs. 45,000/- or Rs. 2/- per sq.ft. of the built up area, whichever is less will not be paid before further C.C.
- That the 'Debris Management Plan' shall not be got approved from Executive Engineer [Env.] and the conditions therein shall not be complied with. 15
- That the N.O.C. from Collector M.S.D. for excavation of land shall not be submitted.

That the labour welfare tax as per circular No. Dy.Ch.Fng/3663/BP (Ch. Styr.R. 1991) 46) shall not be paid before asking for C.G.

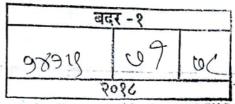
The developer shall not submit the registered undertaking agreeing weeklight follow all the rules, regulations, circulars, directives related to the liftery of Matruction labors/workers, issued time to time by the department of building & other construction labours, Government of Maharashtra,



CHE/WS/0896/K/337 (NEW)

- That the developer will not intimate the prospective buyer and existing tenants regarding concessions availed for deficiency in open space etc. as well as not objecting neighbourhood development with deficiency etc.
- That the Registered Undertaking stating that the conditions of E.E. (T & C) NOC shall not be complied with and to that effect the mechanized parking equipped with safety measures will be maintained permanently in safe condition to avoid any mishap and an indemnity bond indemnifying MCGM and its officers against any litigation, costs, damages, etc. arising out of failure of mechanized system /nuisance due to mechanized system to any person shall not be submitted.
- 50) That the Registered Undertaking stating that the deficient aisle space for maneuvering is condened and condition to that effect will be incorporated in sale agreement and fact will be made aware to the purchasers.
- That the requirement of N.O.C. from C.A., U.L.C. & R. Act will be complied with before starting the work above plinth level and Affidavit-cum-Indemnity Bond as required u/No. ULC-10 (2008)/CR-1/2008/ULCR-1 dtd. 01-3-2008 shall not be submitted by developer.
- That the R.U.T. shall not be submitted by the developer stating that fungible compensatory ISI for rehabilitation component shall not be used for sale component.
- 53) That the NOC from the Registrar of Societies under Section 79A shall not be submitted.
- That the registered undertaking shall not be submitted for payment of difference for fungible, open space deficiency or any type of premium retrospectively as & when demanded by M.C.G.M.
- That the society NOC for utilization of compensatory fungible FSI available as per 35 (4) of modified D.C.R. shall not be submitted.
- 56) That the registered undertaking stating that work will be carried out during sunrise & sunset shall not be submitted
- 571 That the shore piling shall not be done before asking for C.C.
- B. CONDITIONS TO BE COMPLIED BEFORE FURTHER C.C.
- The light vice in the form of appendix XVI of D.C.R. shall not be submitted on completion
- 2) That NO. 2 year Civil Aviation department will not be obtained for the proposed height of the pullding.
- That the capticulent of N.O.C. from C.A., U.L.C. & R. Act will not be complied with before starting the work above plinth level and Affidavit-cum-Indemnity Bond as required u/No. ULC-101/08/CR-1/2008/ULCR-1 dtd. 01-3-2008 shall not be submitted by developer.

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CHEWS/0896/K/037 (NEW) Ex. Engineer Bldg, Proposal (W.

- 27) That the final N.O.C. from MHADA shall not be submitted of the final N.O.C. from MHADA shall not b
- 28) That the completion certificate for Rain Water Harvesting System from Consultant shall not be submitted.
- 29) That the completion certificate from E.E. Mech. (E.I.) P&D for the provision of artificial light, ventilation and for A.H.U. shall not be submitted.
- 30) That the construction of road including S.W. Drain and footpath, providing central dividers, lane marking and providing street furniture and obtain completion certificate from E.E. [Roads]W.S. shall not be submitted before applying for occupation.
- 31) That the Energy Conservation Systems as stipulated vide circular under No.ChE/M&E/1063 dt.16/06/2008 shall not be complied with
- 32) That the list of documents required to be scanned and legible scanned image shall not be submitted.

#### D) CONDITIONS TO BE COMPLIED WITH BEFORE B.C.C. :-

 That the certificate under Sec.270-A of the B.M.C. Act will not be obtained from H.F.'s department regarding adequacy of water supply:

> EX. ENGR. BLDG. PROPOSAL (W. 5.) K/EAST/WEST WARDS.



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CHE/WS/0896/K/ 37 (NEW)

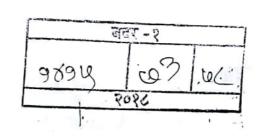
Ex. Engineer Bldg. Proposal (W.S. H and K. Wards Muncipal Office, R. K. Patkar Marg Pandra (West), Membai - 400 © 50

4) That Redebris shall not be transported to the respective Municipal dumping site and challan to that effect shall not be submitted to this office for record.

- 5) That the N.O.C. from A.A. & C. [K/West Ward] shall not be submitted.
- That the plinth stability certificate from R.C.C. consultant shall not be submitted.
- That the work-start notice shall not be submitted.
- 8) That C.C. shall not be granted beyond plinth level unless the concerned owner / builder satisfies the competent authority that he has moved the concerned authorities / utilities for providing connection in this regard & advance connection [not commissioned] is taken as per the specifications:
- 9) That the testing of building material to be used on the subject work shall not be done and results of the same will not be submitted periodically.
- 10) That the quality control for building work / for structural work / supervision of the work shall not be done and certificate to that effect shall not be submitted periodically in proforma.
- 11) That the monthly status report shall not be submitted regularly.

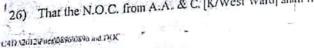
## C. GENERAL CONDITIONS TO BE COMPLIED WITH BEFORE O.C. :-

- 1) That the separate vertical drain pipe, soil pipe with a separate gully trap, water main, O.H. tank etc. for Nursing home, user will not be provided and that the drainage system or the residential part of the building will not be affected.
- 2) That some of drains will not be laid internally with C.I. pipes.
- That the dust bin will not be provided as per C.E.'s circular No. CE/9297/II dated 26.6.1978.
- That the surface drainage arrangement will not be made in consultation with E.E.(S.W.D.) or as per his remarks and a completion certificate will not be obtained and submitted before applying for occupation certificate/B.C.C.
- That the 10' wide paved pathway upto staircase will not be provided.
- 6) That the surrounding open spaces, parking spaces and terrace will not be kept open and unbuilt upon; and will not be levelled and developed before requesting to grant permission to occupy the bldg, or submitting the B.C.C. whichever is earlier.
- 7) Flore the name plate/board showing plot no., name of the bldg, etc. shall not be displayed at a processing the lace before O.C.C./B.C.C.
- 8). That the strange entrance will not be provided before starting the work.
- .9) Thirthe parking spaces will not be provided as per D.C.R. No.36.



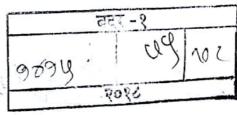
#### CHE/WS/0896/K/337 (NEW)

- 10) That B.C.C. will not be obtained and IOD and debris deposit etc. will not be claimed for refund within a period of six years from the date of occupation.
- 11) That every part of the building constructed and more particularly overhead water tank will not be provided with the proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder.
- 12) That the owner/developer will not hand over the possession to the prospective buver before obtaining occupation permission:
- 13) That the letter box of appropriate size shall not be provided for all the tenement, at the ground floor.
- 14) That the infrastructural works such as construction of hand-holes/manholes, ducts for underground cables, concealed wiring inside the flats/rooms, room/space for telecom installations etc. required for providing telecom services shall not be provided.
- 15) That the regulation No.45 and 46 of D.C. Reg. 1991 shall not be complied with.
- 16) That the provisions of Rain Water Harvesting as per the design prepared by approved consultants in the field shall not be made to the satisfaction of Municipal Commissioner while developing plots having area more than 300 Sq.Mts. as per Govt. notification under Sec. 37[2] of M.R.T.P. Act. 1966.
- 17) That the requisition from fire safety point of view as per D.C.R.91 shall not be complied with.
- 18) That the Vermiculture bins for disposal of wet waste as per the design and specification of Organisations/individuals specialized in this field, as per the list furnished by Solid Waste Management Department of M.C.G.M. shall not be provided to the satisfaction of Municipal Commissioner.
- 19) That the Drainage Completion Certificate shall not be submitted.
- 20). That the Litt Inspector's completion certificate shall not be submitted.
- 21) That the structural stability certificate shall not be submitted.
- 22) That the Site Supervisor's completion certificate shall not be submitt
- 23) That the smoke test certificate shall not be submitted.
- 24) That the water proofing certificate shall not be submitted.
- That the final completion certificate from C.F.O. shall not be submitted.
- 26) That the N.O.C. from A.A. & C. [K/West Ward] shall not be submitted.



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Ex. Engineer Bldg. Proposal (W.s. H and K Wards Muncipal Office, R. E. Patkar Marg CHE/WS/0896/K/337 (NEW) Baudra (West, Murabai - 400 050 -7 SEP 2013 83 The work should not be started unless objections from A ( to S) are complied with. A certified set of latest approved plans shall be displayed on site at the time of commencement the work and (2) during the progress of the construction work. Temporary permission on payment of deposit should be obtained any shed to house and store for (3) constructional purposes. Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate. (4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site workers, before starting the work. (5) Water connection, for constructional purpose will not be given until the hoarding is constructed and application made to the Ward Officer with the regulard deposit for the construction of carriage entrance, over and road side drain. (6) The owners shall infimate the Hydraulic Engineer or his representative in Wards atleast. 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilized for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presume the Municipal tap water has been consumed on the construction works and bills preferred against them accordingly. The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks, metal, sand preps debris etc. should not be deposited over footpaths or public street by the owner/architect/their contractors etc. without obtaining prior permission from the Ward Officer of the The work should not be started unless the manner in obviating all the objection is approved by this (3) department. (9) No work should be started unless the structural design is approved. The work above plinth should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces and dimensions. The application for sewer street connections, if necessary, should be made simultaneously with (11) commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road an footpath. All the terms and conditions of the approved layout / sub-division under No. should be adhered to and complied with. of No Building / Drainage Completion Certificate will be accepted non-water connection granted (except for the construction purpose) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay Municipal Corporation Act and as per the terms and conditions for sanction to the layout. Recreation ground or amenity open space should be developed before submission of Building Completion The access cond to the full width shall be constructed in water bound macadam before commencing work and (15)should be complete to the satisfaction of Municipal Commissioner including asphalting lighting and drainage before submission of the Building Completion Certificate. Flow of water through adjoining holding of culvert, if any should be maintained unobstructed. (16) The surrounding open spaces around the building should be consolidated in Concrete having broken glass pieces at the rate of 125 cubic meters per 11 square, below payment. enapound wall or fencing should be constructed clear of the road widening line with foundation below. attom of road side drain without abstracting flow of rain water-from adjoining holding before to prove the owner's holding. arted unless the existing structure proposed to be demolished are demolished.



#### CHE/WS/0896/K/337 (NEW)

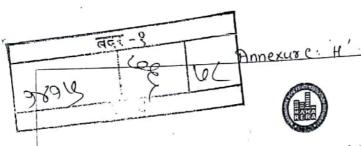
- This intimation of Disapproval is given exclusively for the purpose of enabling you to proceed further with the (20)arrangements of obtaining No Objection Certificate from the Housing Commissioner under Section 13(h)(14) of the Rent Act and in the event of your proceeding with the work either without an intimation about commencing the work under Section 347(1)(aa) for your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act, 1966 (12 of the Town Planning Act), will be with drawn.
- If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances. the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the (21) following
  - Specific plans in respect of evicting or rehousing the existing tenants on hour starting their number and (i)
  - Specifically signed agreement between you and the existing tenants that they are wiling to avail or the Alternative accommodation in the proposed structure at standard rent.
  - Plans showing the phased programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development Control Rules regarding open spaces, light and ventilation of existing structure.
- In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first before starting the work.
- In case of additional floor no work should be start or during monsoon which will same arise water leakage and (23)consequent nuisance to the tenants staying on the floor below.
- The bottom of the over hand storage work above the finished level of the terrace shall not be name than 1 and (24)
- The work should not be started above first floor level unless the No Objection Certificate from Civil Aviation (25) Authorities, where necessary is obtained
- It is to be understood that the foundations must be excavated down to hard soil (76)
- Positions of the mahanis and other appurenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- The water arrangement must be carried out in strict accordance with the Municipal requirements.
- (29) No new Well, tank, pound, eistern or forintain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal
- All guilty trops and open channel drains shall be provided with right fitting mosquito proof covers made of wrought iron plates or hinges. The manholes of all cisterns shall be covered with a properly fitting mosquito proof thinged east iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on highly serving the purpose of a lock and the warning pipes of the ribbert pressed with screw or dome shape pieces (like a garden mart rose) with copper pipes with perfections each not exceeding 1.3 mm, in diameter the vistern shall be made easily, safely and permanently accessible by providing a firmly fixed ign ladder, the upper ends office ladder should be earmarked and extended 40 cms above the top where the its lower ends in coment concrete block.
- No protein porties should be fixed over boundary walls. This prohibition refer the true of plane glass for coping over compound wall.
- Louvers should be provided as required Bye-law No.5(b). Lintels of Arches should be provided over Door and Window open
  - The drains should be laid as require under section 234-1(a) (6)
  - The inspection chamber should be plastered inside and outside (c)

If the proposed additional is intended to be carried out on old foundations and

Engineer, Building Proposal Executive Ward Zones

CAD CONTENIOR OF COME OF COME

COPY TO-ARCHITECT OWNER



## Maharashtra Real Estate Regulatory Authority

#### CERTIFICATE FOR EXTENSION OF REGISTRATION OF PROJECT FORM 'F'

[See rule 7(2)]

This extension of registration is granted under section 7 of the Act, to the following project: Project: Bajaj Enchante -Panchsheel Chsl, Plot Bearing / CTS / Survey / Final Plot No.:133 at Andheri, Andheri, Mumbai Suburban, 400099 registered with the regulatory authority vide project registration certificate bearing No P51800000817 of

- 1. Bajaj International Realty Private Limited having its registered office / principal place of business at Tehsil: Andheri, District: Mumbai Suburban, Pin: 400099.
- 2. This renewal of registration is granted subject to the following conditions, namely:-
  - 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 (2) of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
  - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;

That entire of the amounts to be realised hereinafter by me/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 up to 31/07/2018 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 6 of the Act read with rule 7 the Act.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- That the promoter shall take all the pending approvals from the competent authorities
- If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.



#### Summary1 (GoshwaraBhag-1)

आपामामापामा शुक्रवार,02 फेब्रुवारी 2018 11:17 म.पू.

दस्त गोषवारा भाग-1

वदर1 दस्त क्रमांक: 1415/2018

दस्त क्रमांक: वदर1 /1415/2018

बाजार मुल्य: रु. 1,01,86,326/-

मोबदला: रु. 89,50,000/-

भरलेले मुद्रांक शुल्क: रु.5,09,400/-

वस-१ १८१८ ७८ ७८ १०१८

दु. नि. सह. दु. नि. वदर1 यांचे कार्यालयात

अ. क्रं. 1415 वर दि.02-02-2018

रोजी 10:54 म.पू. वा. हजर केला.

पावती:1646

पावती दिनांक: 02/02/2018

सादरकरणाराचे नाव: गौतम हींगर - -

नोंदणी फी

₹. 30000.00

दस्त हाताळणी फी

रु. 1600.00

पृष्टांची संख्या: 80

दस्त हजर करणाऱ्याची सहीः

एकुण: 31600.00

सहः पुष्पीनं किंविकिं अंधेरी क्र. १

सहड्<del>युष्यक निषंधका</del> अर्थेरी क्र. १

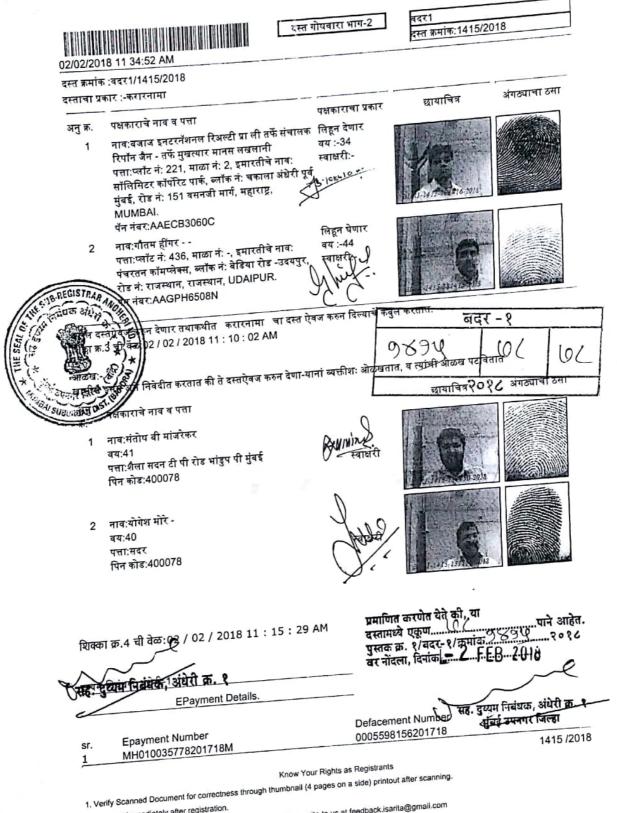
दस्ताचा प्रक्रार: करारनामा

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

शिक्का क्रं. 1 02 / 02 / 2018 10 : 54 : 43 AM ची वेळ: (सादरीकरण)

शिक्का कं. 2 02 / 02 / 2018 10 : 57 : 49 AM ची वेळ: (फी)





2. Get print immediately after registration.

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