

508/13191

पावती

Original/Duplicate

Thursday, June 27, 2024

नोंदणी क्र. :39म

12:12 PM

Regn.:39M

पावती क्र.: 14229 दिनांक: 27/06/2024

गावाचे नाव: भायखळा

दस्तऐवजाचा अनुक्रमांक: बबई4-13191-2024

दस्तऐवजाचा प्रकार : करारनामा

मादर करणाऱ्याचे नाव: गीता सुधीर नायर

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2000.00

पृष्ठांची संख्या: 100

एकूण:

रु. 32000.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे  
12:31 PM ह्या वेळेस मिळेल.

  
सह दुय्यम निबंधक, मुंबई-४

बाजार मूल्य: रु.22059985.674 /-

मोबदला रु.40856117/-

भरलेले मुद्रांक शुल्क : रु. 2042900/-

DELIVERED

सह दुय्यम निबंधक वर्ग-२  
मुंबई शहर क्र. ४.

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

डीडी/घनादेश/पे ऑर्डर क्रमांक: 0624269907646 दिनांक: 27/06/2024

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: रु.30000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH004229014202425R दिनांक: 27/06/2024

बँकेचे नाव व पत्ता: IDBI

मुद्रांक शुल्क माफी अमल्यास तपशिल :-

1) Mudrank 2021/UOR12/CR107/M1 (Policy) : For Women : Mudrank 2021/UOR12/CR107/M1

(Policy) : For Women - Corporations Area





27/06/2024

## सूची क्र.2

दुय्यम निबंधक : मह दु.नि.मुंबई शहर 4

दस्त क्रमांक : 13191/2024

नोंदणी :

Regn:63m

## गावाचे नाव : भायखळा

(1)विलेखाचा प्रकार	करारनामा
(2)मोवदला	40856117
(3) बाजारभाव(भाडेपट्टयाच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	22059985.674
(4) भू-मापन,पोटहिस्मा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :सदनिका नं: ए 2706, माळा नं: 27 वा मजला, इमारतीचे नाव: टिटलिम,मॉन्टे माउथ-टिटलिम,ए-विंग, ब्लॉक नं: खटाव मिल कंपाऊंड,फायर त्रिगेडच्या जवळ, रोड : बापुराव जगताप मार्ग,भायखळा-पश्चिम,मुंबई-400008, इतर माहिती: सदनिका क्षेत्र 108.22 चौ.मी. कारपेट(रेरा प्रमाणे)व डेकटेरेस क्षेत्र 2.51 चौ.मी.,1(एक)कार पार्किंग सहीत. ***** नोटीफीकेशन क्रमांक- शासन आदेश क्र मुद्रांक-2021/अनौ.सं.क.12/प्र.क्र.107 / स-1 (धोरण)दि.31.3.2021 अन्वये महिलासाठी 1 टक्के सुट PUI: EX1004520190000 ( ( C.T.S. Number : 1798-part,16/1840,1841-part ; ) )
(5) क्षेत्रफळ	1) 108.22 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-स्वयम रियल्टर्स आणि ट्रेडर्स एलएलपी यांच्यावतीने मिनियर मॅनेजर आणि अधिकृत व्यक्ती द्वारकानाथ के. राव वय:-57; पत्ता:-प्लॉट नं: 801, माळा नं: 8 , इमारतीचे नाव: शिखर कॉम्प्लेक्स,श्रीमाळी सोमायटी, ब्लॉक नं: मिठाखाली सिक्स रोडसच्या जवळ, रोड नं: नवरंगपुरा,अहमदाबाद,गुजरात-380009, गुजरात, AHMEDABAD. पिन कोड:-380009 पॅन नं:-ACEFS2816A 2): नाव:-स्वयम रियल्टर्स आणि ट्रेडर्स एलएलपी यांच्यावतीने मिनियर मॅनेजर आणि अधिकृत व्यक्ती अनोज एम गमरे वय:-43; पत्ता:-प्लॉट नं: 801, माळा नं: 8 वा मजला, इमारतीचे नाव: शिखर कॉम्प्लेक्स,श्रीमाळी सोमायटी, ब्लॉक नं: मिठाखाली सिक्स रोडसच्या जवळ, रोड नं: नवरंगपुरा,अहमदाबाद,गुजरात-380009, गुजरात, AHMEDABAD. पिन कोड:-380009 पॅन नं:-ACEFS2816A
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-गीता सुधीर नायर वय:-56; पत्ता:-प्लॉट नं: ए-12 , माळा नं: -, इमारतीचे नाव: रुस्तमजी आदर्श हेरिटेज,आदर्श विहार कॉम्प्लेक्स , ब्लॉक नं: कार्मेल हायस्कूलच्या पुढे , रोड नं: ऑफ मार्बे रोड,मालाड-पश्चिम, मुंबई-400064, महाराष्ट्र, मुंबई. पिन कोड:-400064 पॅन नं:-AABPN4892N
(9) दस्तऐवज करून दिल्याचा दिनांक	26/06/2024
(10)दस्त नोंदणी केल्याचा दिनांक	27/06/2024
(11)अनुक्रमांक,खंड व पृष्ठ	13191/2024
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	2042900
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

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



Payment Details

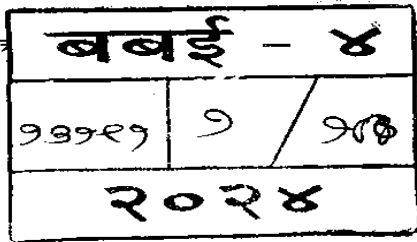
sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	GEETA SUDHIR NAIR	eSBTR/Simple Receipt	69103332024062652255	MH004229014202425R	2042900.00	SD	0002318134202425	27/06/2024
2		DHC		0624269907646	2000	RF	0624269907646D	27/06/2024
3	GEETA SUDHIR NAIR	eSBTR/SimpleReceipt		MH004229014202425R	30000	RF	0002318134202425	27/06/2024

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



सह मुख्य निबंधक बर्ग-२  
मुंबई शहर क्र. ४.

मूल्यांकन पत्रक ( शहरी क्षेत्र - बांधीव )						
Valuation ID	202406272095			27 June 2024, 11:53:02 AM		
मूल्यांकनाचे वर्ष	2024					
जिल्हा	मुंबई(मेन)					
मूल्य विभाग	१-भायखळा डिव्हिजन					
उप मूल्य विभाग	भुभाग : पश्चिमेस मी. आझाद रोड, जेकब सर्कल पर्यंत उत्तरेस केशवराव खाडे मार्ग,पुर्वेस मध्य रेल्वे लाईन व दक्षिणेस मिर्झा गालिब रोड (भायखळा ब्रीज) यामधील भुभाग					
सर्व्हे नंबर /न. भू क्रमांक :	सि टी एस. नंबर#1798					
<b>वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.</b>						
खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	मोजमापनाचे एकक	
63050	148440	210400	227300	148440	चौरस मीटर	
<b>बांधीव क्षेत्राची माहिती</b>						
बांधकाम क्षेत्र(Built Up)-	119.04चौरस मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-	बांधीव	
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय-	० TO 2वर्षे	बांधकामाचा दर -	Rs.30250/-	
उद्दवाहन सुविधा-	आहे	मजला -	21st floor To 30th floor			
प्रकल्पाचे क्षेत्र-	Above 2 hector	रस्ता सन्मुख -				
Sale Type - First Sale						
Sale/Resale of built up Property constructed after circular dt.02/01/2018						
<b>(सूत्र) प्रकल्पाचे क्षेत्रानुसार दर</b>						
			= (( मिळकतीचा प्रति चौ. मीटर मूल्यदर ) * 105 % )			
प्रकल्पाचे क्षेत्रानुसार			निवासी सदनिका करीता प्रति चौ. मीटर दर = Rs. 155862/-			
<b>मजला निहाय घट/वाढ</b>						
			= 115% apply to rate= Rs.179241/-			
<b>घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर</b>						
= ((वार्षिक मूल्यदर - खुल्या जमिनीचा दर ) * घसा-यानुसार टक्केवारी ) + खुल्या जमिनीचा दर )						
= ( ( (179241-63050) * (100 / 100) ) +63050 )						
= Rs.179241/-						
A) मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र					
	= 179241 * 119.04					
	= Rs.21336848.64/-					
E) बंदिस्त वाहन तळाचे क्षेत्र	13.94चौरस मीटर					
बंदिस्त वाहन तळाचे मूल्य	= 13.94 * ( 155862 * 25/100 )					
	= Rs.543179.07/-					
F) लगतच्या गच्चीचे क्षेत्र	2.51चौरस मीटर					
लगतच्या गच्चीचे मूल्य	= 2.51 * ( 179241 * 40/100 )					
	= Rs.179957.964/-					
Applicable Rules	= .5 अ,10,4,16,15					
<b>एकत्रित अंतिम मूल्य</b>						
= मुख्य मिळकतीचे मूल्य +तळघराचे मूल्य + मेईनगार्डन मजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भावतीच्या खुल्या जागेचे मूल्य + बंदिस्त बाल्कनी + मेकेनिकल वाहनतळ						
= A + B + C + D + E + F + G + H + I + J						
= 21336848.64 + 0 + 0 + 0 + 543179.07 + 179957.964 + 0 + 0 + 0 + 0						
=Rs.22059985.674/-						

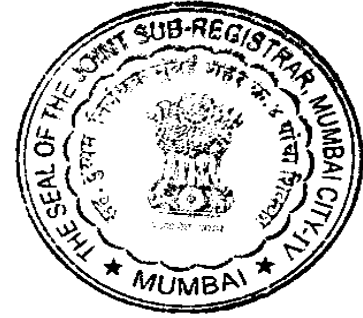


Home Print



Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 0624269907646	Date 26/06/2024
Received from Swayam Realtors And Traders LLP, Mobile number 9819577422, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office Joint S.R. Mumbai 4 of the District Mumbai District.	
Payment Details	
Bank Name SBIN	Date 26/06/2024
Bank CIN 10004152024062607253	REF No. 454460813054
This is computer generated receipt, hence no signature is required.	

बवई - ४	
२३९२९	२ / १००
२०२४	



CHALLAN  
MTR Form Number-6

GRN	MH004229014202425R	BARCODE	Date		26/06/2024-17:20:09	Form ID	A25
Department	Inspector General Of Registration			Payer Details			
Type of Payment	Bank Portal - Simple Receipt			TAX ID / TAN (If Any)			
Office Name	BOM2_JT SUB REGISTRAR MUMBAI CITY 2			PAN No.(If Applicable)	AABPN4892N		
Location	MUMBAI			Full Name	GEETA SUDHIR NAIR		
Year	2024-2025 One Time			Flat/Block No.	FLAT NO A2706,TITLIS MONTE,SOUTH		
Account Head Details			Amount In Rs.	Premises/Bulding			
0030045501	Stamp Duty(Bank Portal)		2042900.00	Road/Street	KHATAU MILL COMP,BYCULLA WEST		
0030063301	Registration Fee		30000.00	Area/Locality	MUMBAI,NR FIRE BRIGADE		
				Town/City/District			
				PIN	4	0	0
					0	0	8
				Remarks (If Any)	Prop mvblty=Immovable-Prop Amt=40856117.00-Prop area=110.73-Prop area UOM=Sq.Meter-oth Prop ID=PAN-ACEFS2816A-oth Prop Name=SWAYAM REALTORS AND TRADERS LLP-		
				Amount In	Twenty Lakh Seventy Two Thousand Nine Hundred Rupe		
Total			20,72,900.00	Words	es Only		
Payment Details	IDBI BANK						
	Cheque-DD Details			Bank CIN	Ref. No.	6910332024062852263 233630653	
Cheque/DD No.				Bank Date	RBI Tag	26/06/2024 17:20:08 Not Verified with RBI	
Name of Bank				Bank-Branch	IDBI BANK		
Name of Branch				Scroll No. , Date	Not Verified with RBI		

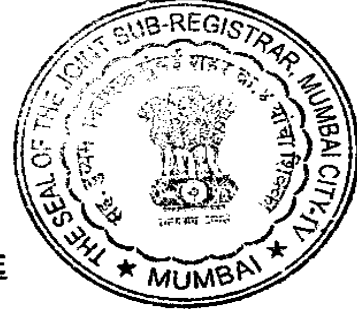
Department ID :  
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. Mobile No. : 919930880130  
सदर चलन केवल दुय्यम निबंधक कार्यालयत नौदणी करारवयाच्या दस्तासाती लागू आहे. नौदणी न करारवयाच्या दस्तासाती सदर चलन लागू नाही.

बबई - ४	
१८१९	३ / १००
२०२४	

बबई - ४	
२३१९९	४ / १००
२०२४	



**AGREEMENT FOR SALE**



**THIS AGREEMENT FOR SALE** ("this Agreement") is made at **Mumbai** this 26<sup>th</sup> day of June 2024

**BETWEEN**

**SWAYAM REALTORS AND TRADERS LLP**, a Limited Liability Partnership incorporated and registered under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at 801, 8<sup>th</sup> Floor, Shikhar Complex, Shrimali Society, Near Mithakhali Six Roads, Navrangpura, Ahmedabad, Gujarat-380 009, India, hereinafter referred to as "**the Promoter**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **ONE PART**

**AND**

**Geeta Sudhir Nair** having his/her/their address at **A-12, Rustomjee Adarsh Heritage, Adarsh Vihar Complex, Off Marve Road, Ahead of Carmel High School, Malad (W), Mumbai - 400 064.**, hereinafter referred to as "**the Allottee/s**", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the co-parceners and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate/company its successors and permitted assigns) of the **OTHER PART**

The Promoter and the Allottee/s are for the sake of brevity are individually referred to as "**the Party**" and collectively referred to as "**the Parties**".

  
Promoter



  
Allottee



**WHEREAS:**

- A. By and under an Indenture of Conveyance dated 5<sup>th</sup> January, 1876 executed between Dwarkadass Vussonjee of the First Part and Khatau Makanji of the Second Part and the Khatau Makanji Spinning and Weaving Company Limited (therein referred to as the said Company and hereinafter referred to as "KMCL") of the Third Part and registered with the Office of the Sub-Registrar of Assurances under Serial No.3A of 1876, the said Dwarkadass Vussonjee at the request of the said Khatau Makanji granted and conveyed unto KMCL all that piece or parcel of land situate lying and being on the South Side of Haines Road in the Sub-district of Mandvi in the Island of Bombay admeasuring 10,392 square yards equivalent to 8,691.54 square meters or thereabouts bearing New Survey No.3472 ("Part A-First Freehold Land") for the consideration and on the terms and conditions as mentioned therein.
- B. By and under an Indenture dated 27<sup>th</sup> March, 1896 executed between Krishnanath Ambarnath Kirtikar of the One Part and KMCL of the Other Part and registered with the office of the Sub-Registrar of Assurances under Serial No.1174A 1896, the said Krishnanath Ambarnath Kirtikar granted and conveyed unto KMCL all that piece or parcel of land situate lying and being at Byculla commonly called Byculla Agripada and within the Registration Sub-District of Bombay admeasuring 4,474 square yards equivalent to 3,740.83 square meters or thereabouts bearing New Survey No.3477 ("Part B-First Freehold Land") for the consideration and on the terms and conditions as mentioned therein.
- C. By and under an Indenture of Conveyance dated 9<sup>th</sup> August, 1900 executed between the Municipal Corporation of the City of Bombay (therein referred to as the Corporation) of the One Part and KMCL (therein referred to as the Company) of the Other Part and registered with the office of the Sub-Registrar of Assurances under Serial No.1882A of 1900, the Corporation granted, assigned, conveyed and assured unto KMCL all that piece or parcel of land situate to the west of Haines Road Byculla in the Registration District and Sub-District of Bombay containing by admeasurement 5,932 square yards equivalent to 4,959.90 square meters or thereabouts bearing New Survey Nos.3589, 3590 and 3591 ("Part C-First Freehold Land") for the consideration and on the terms and conditions mentioned therein.
- D. By and under an Indenture of Conveyance dated 2<sup>nd</sup> August, 1911 executed between Karsondas Hargovan Chattu, Ramdas Karsondas, Mhorarji Karsondas, Parmanand Karsondas and Toolsidas Karsondas (being the minor sons of Karsondas Hargovan Chattu by their father and natural guardian) and Mamubai (the widow and the heir of Damodar Machawji Rupjee) (therein referred to as the Vendors) of the First Part and Gordhanadas Khatau of the Second Part and KMCL (therein referred to as the Company) of the Third Part and registered with the office of the Sub-Registrar of Assurances under Serial No.2506A of 1911, the Vendors therein granted unto the KMCL (a) all that triangular piece or parcel of land or ground situate lying and being on the South Side of the Haines Road Byculla in the Registration Sub-District and Island of Bombay admeasuring 6,618 square yards equivalent to about 5,533.49 square meters or thereabouts bearing Old Survey Nos.322, 323 and 324 and New Survey Nos.1/3474, 2/3473 and 1/3473 and (b) all that piece or parcel of Fazendari land situate on the West Side of and adjoining the land described in (a) above within the Registration Sub-District and Island of Bombay admeasuring 164 square yards equivalent to 137.13 square meters or thereabouts bearing Old Survey Nos.320 and 321 and New Survey No.3/3476

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*[Signature]*  
Promoter

*[Signature]*  
Allottee

aggregating to 5,670.62 square meters ("**Part D--First Freehold Land**") for the consideration and on the terms and conditions as mentioned therein.

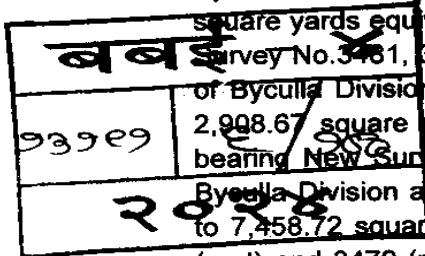
- E. By and under an Indenture of Conveyance dated 24<sup>th</sup> June, 1936 executed between the Municipal Corporation of the City of Bombay (therein referred to as the Corporation) of the First Part and Ivon Hope Taunton (therein referred to as the Commissioner) of the Second Part and KMCL (therein referred to as the Purchasers) of the Third Part and registered with the Office of the Sub-Registrar of Assurances under Serial No.3713 of 1936, the Municipal Corporation of the City of Bombay has granted and conveyed unto KMCL, (i) Plot A admeasuring 2,301.33 square yards equivalent to 1,924.21 square meters or thereabouts bearing New Survey No.3479(part) and Cadastral Survey No.1798 (part) of Byculla Division ("**Part E--First Freehold Land**") (ii) Plot H admeasuring 5,282 square yards equivalent to 4,416.42 square meters or thereabouts bearing New Survey No.3481, 3486 (part) and 3487 (part) and Cadastral Survey No.16/1840 of Byculla Division ("**Second Freehold Land**") and (iii)(a) Plot J admeasuring 2,908.67 square yards equivalent to 2,432.02 square meters or thereabouts bearing New Survey No. 3479 (part) and Cadastral Survey No.1841 (part) of Byculla Division and (b) Plot K admeasuring 8,920.55 square yards equivalent to 7,458.72 square meters or thereabouts bearing New Survey No.3480-3546 (part) and 3479 (part) and Cadastral Survey No.1841 (part) of Byculla Division aggregating to 9,890.73 square meters ("**Third Freehold Land**") together with all the buildings and structures standing thereon for the consideration and on the terms and conditions as mentioned therein. Parts A,B,C,D,E of the First Freehold Land, the Second Freehold Land and the Third Freehold Land are hereinafter collectively referred to as "**the Freehold Land**".

- F. By and under an Indenture of Lease dated 3<sup>rd</sup> October, 1928 executed between the Trustees for the Improvement of the City of Bombay (therein referred to as the Board) of the One Part and KMCL (therein referred to as the Lessee) of the Other Part and registered with the office of the Sub Registrar of Assurances under Serial No.5492 of 1928, the Trustees for the Improvement of the City of Bombay, inter alia, demised unto KMCL (i) all those nine pieces of lands admeasuring in the aggregate 10,418 square yards equivalent to 8,710.77 square meters or thereabouts along with (ii) Plot L admeasuring 3,954 square yards equivalent to 3,306.05 square meters or thereabouts (however in the property register card the area is 3764 square yards equivalent to about 3147.19 Square meters or thereabouts) bearing New Survey No.3478 (part) and 3546 (part) and 3547 part and 3548 and Cadastral Survey No.1840 (part) (the said area 3147.19 Square meters is now included in cadastral Survey Number 1841) of Byculla Division together with buildings standing thereon of the East Agripada South Estate of the Board in the City and Island and Sub-registration District of Bombay for a period of 999 years commencing from 20<sup>th</sup> April, 1916 (Rs.10,156/- yearly rent of Rs.10,156/- (Rupees Ten Thousand One Hundred Fifty Six Only) to be paid in the manner stated therein and on the terms and conditions specified therein (hereinafter referred to as the "**Leasehold Land**"). The said Freehold Land and the said Leasehold Land are collectively referred to as the "**said Larger Land**". The said Larger Land is more particularly described in the **First Schedule** hereunder written and is delineated with a red colour boundary line on the Sanctioned Layout Plan annexed hereto and marked as Annexure "2".

- G. Therefore, in the light of what is stated above, KMCL became entitled to (i) the Freehold Land and (ii) Leasehold Land subject to the terms and conditions as contained in the aforesaid Indenture of Lease dated 3<sup>rd</sup> October, 1928.

  
Promoter

  
Allottee



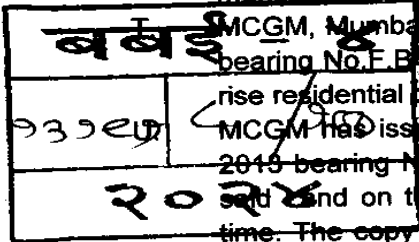
- H. The said Larger Land, as per the Property Register Cards (**Annexure "6"**), admeasures 49,422.84 square meters and 51,152.62 square meters as per the title deeds recited above.
- I. KMCL was declared a sick industrial company in terms of Section 3(1)(o) of the Sick Industrial Companies (Special Provisions) Act, 1985 ("**SICA**") in the Year 1989 under Section 17(3) of SICA. By and under an Order dated 11<sup>th</sup> January, 2007 passed by the Board for Industrial and **Financial Reconstruction** sanctioning the scheme for rehabilitation of KMCL, the said Board sanctioned a scheme for the rehabilitation of KMCL as more particularly set out therein ("**Sanction Order**").
- J. Pursuant to the Sanction Order stated hereinabove, the said Larger Land vested in Swayam Realtors And Traders Limited, a public limited company which was subsequently converted into Swayam Realtors And Traders LLP pursuant to the applicable provisions of the Limited Liability Partnership Act, 2008 i.e. the Promoter, and the Promoter became the owner of the Freehold Land and Lessee of the Leasehold Land subject to (i) due compliance with the terms and conditions of the Deed of Lease dated 3<sup>rd</sup> October, 1928, (ii) due compliance with the terms and conditions of the Sanction Order and (iii) due compliance with the terms and conditions of Regulation 58 of the Development Control Regulations for Greater Mumbai, 1991.
- K. The Promoter is developing the said Larger Land by utilisation of the full development potential of the said Larger Land and the full FSI thereof (including fungible FSI, free sale FSI, premium FSI and FSI from any multi mill generation in the future) and TDR or any other form of FSI as may be sanctioned from time to time by the competent authorities in accordance with all applicable laws, rules and regulations as may be in force at present and/or at any time hereafter.
- L. By and under a letter dated 6<sup>th</sup> August, 2009 and bearing Reference No.EB/4820/E/AL addressed by Municipal Corporation of Greater Mumbai ("**MCGM**"), to the Promoter, MCGM has approved the layout of the said Larger Land subject to the terms and conditions mentioned in the above registered approval dated 3<sup>rd</sup> August, 2009.
- M. The MCGM, has, by and under an Intimation of Disapproval dated 6<sup>th</sup> October, 2010 bearing No.E.B./CE/EB/5709/E/A/BS/A issued in favour of the Promoter, granted its approval with respect to the said Building (as defined below) to be constructed on the said Land (as defined below) subject to the terms and conditions mentioned therein. The Intimation of Disapproval dated 6<sup>th</sup> October, 2010 is annexed hereto as **Annexure "3"**.
- N. By and under a letter dated 9<sup>th</sup> November, 2010 and bearing Reference No. EB/4820/E/AL addressed by MCGM to one M/s. Matrix, MCGM approved the proposed amended layout with respect to the said Larger Land subject to the terms and conditions mentioned therein.
- O. By and under an Undertaking dated 7<sup>th</sup> February, 2011 executed by Shri Chetan Shah, Director of the Promoter in favour of Municipal Commissioner and registered with the office of the Sub-Registrar of Assurances under Serial No.BBE-2/3814/2011 in relation to proposed Building No.2 to be constructed on the said Larger Land, Shri Chetan Shah on behalf of the Promoter agreed to undertake several acts and deeds more particularly mentioned therein including to handover the setback land free of compensation in favour of MCGM.
- P. By and under an Undertaking dated 7<sup>th</sup> February, 2011 executed by Shri Chetan Shah, Director of the Promoter in favour of Municipal Commissioner and registered with the Office of the Sub-Registrar of Assurances under Serial No.BBE-2/3815/2011 in relation to proposed Buildings to be constructed on the

  
Promoter

  
Allottee

said Larger Land, Shri Chetan Shah on behalf of the Promoter has agreed to undertake several acts and deeds more particularly mentioned therein including to handover the setback land free of compensation in favour of MCGM.

- Q. By and under a letter dated 14<sup>th</sup> April 2011 and bearing Reference No. EB/4820/E/AL addressed by MCGM to M/s. Matrix, Architects, MCGM has approved the amended layout plan with respect to the said Larger Land subject to the terms and conditions as stated in the letters of approval dated 6<sup>th</sup> August, 2009 and 9<sup>th</sup> November, 2010.
- R. By and under its letter dated 9<sup>th</sup> May, 2011 bearing No.EB/5709/E/A addressed to M/s. Matrix, Architect, MCGM has granted its approval to the amended plans submitted with respect to the said Building proposed to be constructed on the said Land subject to the terms and conditions mentioned therein.
- S. By and under a letter dated 5<sup>th</sup> December, 2011 issued by the MCGM, Traffic Control Branch, MCGM has stated that the proposal to develop a public parking lot on the said Larger Land shall be considered on the terms and conditions mentioned therein ("PPL").




MCGM, Mumbai Fire Brigade, has, by and under its letter dated 30<sup>th</sup> May, 2012 bearing No.E.B.FHR/ City/99 issued a no objection for the construction of a high-rise residential building as set out therein.

MCGM has issued a Commencement Certificate ("CC") dated 13<sup>th</sup> December, 2013 bearing No.EEBPC/5709/E/A for construction of the said Building on the said Land on the terms mentioned therein and amended/revise from time to time. The copy of said Commencement Certificate dated 13<sup>th</sup> December, 2013 and amended/revise from time to time is annexed hereto and marked as Annexure "4". The details of revised/amended approvals/permissions are mentioned in Annexure "5".

- V. By and under a letter dated 18<sup>th</sup> October, 2014 bearing No.EB/4820/E/AL addressed by MCGM to M/s. Matrix, MCGM has granted its approval to the amended Layout Plans with respect to the said Larger Land on the terms and conditions more particularly mentioned therein.
- W. As mentioned above, a portion of the said Larger Land is under lease from the MCGM. For better planning and execution of the said Whole Project (as defined below), the Promoter had made a proposal to the MCGM to change the location of the Leasehold Land. The change of location of the Leasehold Land has been approved by the Improvement Committee and the MCGM vide their letters both dated 21<sup>st</sup> March, 2016 on the terms and conditions more particularly stated therein. MCGM vide its letter dated 4<sup>th</sup> August, 2016 bearing No. EB/4820/E/AL granted its approval to amend the layout plan and change of location of the Leasehold Land. Accordingly, as per the agreement with the MCGM, (a) the Leasehold Land shown in yellow colour shall be shifted to the portion of the said Larger Land which is shown in blue colour on the Proposed Layout annexed hereto and marked as Annexure "13", and (b) the present Leasehold Land will become Freehold Land. In view thereof, necessary deeds, documents and approvals will have to be executed between the Promoter and MCGM and the Promoter shall be entitled to execute necessary deeds, documents and the Allottees shall not object to the same.

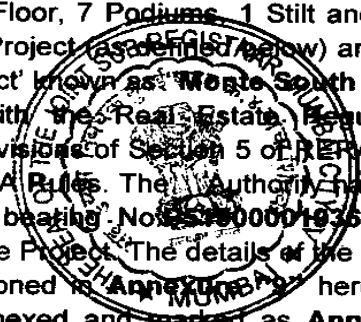
- X. Possession Receipt dated 18<sup>th</sup> May, 2018 has been signed by and between the Promoter and MCGM for exchange of the Leasehold Land with the Freehold Land as mentioned in Recital Clause (V) hereinabove.
- Y. By and under a letter dated 5<sup>th</sup> March, 2019 bearing No.EB/5709/E/A addressed by MCGM to M/s. Matrix, MCGM has granted its approval to the amended Layout Plans with respect to the said Building (*defined hereinafter*) on the terms and conditions more particularly mentioned therein.

  
Promoter

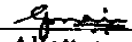
  
Allottee

- Z. The details of mortgage or lien or charge on the portion of the Larger Land are mentioned in the **Annexure "8"** is annexed hereto.
- AA. The Promoter has also informed the Allottee/s and the Allottee/s is/are aware that the Promoter is proposing to construct more upper floors of the said Building (as defined below), resulting in an overall height of 64 or more habitable floors of the said Building and/or as per the full potential available. The details of the sanctioned number of floors of the said Building are as more particularly specified in the **Annexure "9"** annexed hereto.
- BB. The Promoter is entitled to construct buildings on the said Land (as defined below) in accordance with the Recitals hereinabove.
- CC. The Promoter is undertaking the development of the larger Land in a phase-wise manner.
- DD. The development of a building known as '**Monte South Titlis**' ("**said Building**") is being constructed on a portion of the Larger Land admeasuring 1475.70 square meters ("**said Land**") and the said Land is more particularly described in the **Second Schedule** hereunder written. The development of a portion of a building known as '**Monte South Titlis**' which is a phase of the Whole Project (as defined below) and has been registered as a Real Estate Project known as '**Monte South Titlis-1**' ("**the Real Estate Project**") with the Real Estate Regulatory Authority ("**Authority**"), under the provisions of Section 5 of Real Estate (Regulation and Development) Act, 2016 ("**RERA**") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("**MAHARERA Rules**"). The description of the said Building and the Real Estate Project is mentioned in the **Annexure "9"** annexed hereto.
- EE. The principal and material aspects of the development of the Real Estate Project as sanctioned under the RERA Certificate, are briefly stated below-
- (i) The development of the building known as "**Monte South Titlis**" is proposed to be divided into four Real Estate Projects (three of which have already been registered with the said Authority). A portion of a building known as '**Monte South Titlis**' shall be constructed with 3 Basements, Lower Ground, Ground Floor, 7 Podiums, 1 Stilt and upto 30<sup>th</sup> Floor, as a phase of the Whole Project (as defined below) and has been registered as a real estate project known as '**Monte South Titlis-1**' ("**the Real Estate Project**") with the Real Estate Regulatory Authority ("**Authority**"), under the provisions of Section 5 of RERA read with the provisions of the MAHA RERA Rules. The Authority has duly issued a Certificate of Registration bearing No. **200001936** ("**the RERA Certificate**") for the Real Estate Project. The details of the RERA Certificate is more particularly mentioned in **Annexure "12"** hereto. A copy of the RERA Certificate is annexed and marked as **Annexure "12"** hereto.
  - (ii) The development of part of the building known as "**Monte South Titlis**" comprising of 31<sup>st</sup> Floor to 45<sup>th</sup> Floor is another phase of the Whole Project (as defined below) and has been registered as a real estate project known as "**Monte South Titlis-2**" with the Real Estate Regulatory Authority.
  - (iii) The development of part of the building known as "**Monte South Titlis**" comprising of 46<sup>th</sup> Floor to 54<sup>th</sup> Floor is another phase of the Whole Project (as defined below) and has been registered as a real estate project known as "**Monte South Titlis-3**" with the Real Estate

height of 64 or more habitable floors of the said Building and/or as per the full potential available.	8
The details of the sanctioned number of floors of the said Building are as more particularly specified in the Annexure "9" annexed hereto.	2028



  
 Promoter

  
 Allottee

Regulatory Authority.

- (iv) The development of part of the building known as "**Monte South Titlis**" comprising of 55<sup>th</sup> Floor to 64<sup>th</sup> Floor is another phase of the Whole Project and has been registered as a real estate project known as "**Monte South Titlis-4**" with the Real Estate Regulatory Authority.
- (v) The Promoter has informed the Allottee(s) that upto 64 or more habitable floors and/or as per the full potential available are proposed to be constructed on the said Building, subject to the Promoter getting requisite FSI and Approval to construct the total number of floors proposed. The Allottee(s) is aware that if the Promoter does not obtain the required FSI or approval, then the number of floors proposed to be constructed on the said Building will be lower than the proposed floors. The Allottee(s) has agreed to purchase the said Premises considering the number of floors the said Building being anywhere between sanctioned floor of the said Building to 64<sup>th</sup> floor or above and thus the last habitable floor of the said Building can be sanctioned floor of the said Building or anywhere above sanctioned floor of the said Building. The Allottee(s) has made informed decision to purchase the said Premises considering the said Building having minimum floor or maximum floor.

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

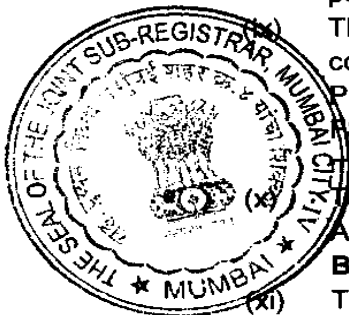
- (vii) The principal and material aspects of the development of the Real Estate Project as sanctioned under the RERA Certificate with respect to the sanctioned floors and proposed floors in the Real Estate Project are as more particularly specified in the **Annexure "9"** annexed hereto.
- (viii) The Real Estate Project shall comprise of units/premises consisting of apartments, flat/s, combination flats/apartments, tenement/s, duplexes, penthouses.

The details of the total FSI sanctioned for consumption in the construction and development of the said Building and the FSI that the Promoter proposes to eventually consume and the details of the total FSI in the construction and development of the said Building has been more particularly specified in the **Annexure "9"** annexed hereto.

The common amenities in the said Building that may be usable by the Allottee/s and are listed in the **Fifth Schedule** hereunder written ("**said Building Amenities**").

The common amenities in the Whole Project, which may be used by the Allottee/s after the proposed development of the Whole Project is completed, are listed in the **Fourth Schedule** hereunder written ("**Whole Project Amenities**").

- (xi) The Promoter shall be entitled to put hoarding/boards of their Brand Name viz. **MONTE SOUTH**, Names of the Promoters and technology partners in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project without being liable to pay any



  
Promoter

  
Allottee

fees/charges cost in this respect to the Society/Apex Body and the Allottee/s agree not to object or dispute the same. The Promoter shall also be entitled to place, select, decide hoarding/board sites.

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

(xiv) The details of formation of the Society, and, conferment of title upon the Society with respect to the said Building, are more particularly specified in this Agreement below.

(xv) The above details along with the annexures to the RERA Certificate, are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.

FF. The principal and material aspects of the development of the Larger Land ("**Whole Project**") as more particularly specified in the **Annexure "9"** annexed hereto, are briefly stated below-

(i) The Whole Project is known as "**Monte South**" and is being developed in a phase-wise manner by constructing and developing multiple buildings/towers/wings/structures thereon including the Real Estate Project for residential/commercial/IT/Retail/hotel user, mixed user and such user as may be permissible in accordance with applicable law. The Promoter shall be entitled to develop the said Larger Land in accordance with applicable law, the approvals and permissions as may be issued from time to time.

(ii) The area of the Larger Land to be developed in a phase-wise manner is 49422.84 square meters.

(iii) Subject to the receipt of approvals/sanctions from the Municipal Corporation of Greater Mumbai and/or other competent authorities, the Promoter further proposes to construct new wings/towers/buildings in addition to the Real Estate Project on a portion of the Larger Land by consuming additional FSI ("**Proposed Buildings**").

(iv) Besides the phase(s) which are registered under RERA as declared above the Promoter shall from time to time be registering balance development potential on the Larger Land as multiple phases, under RERA with the RERA Authority.

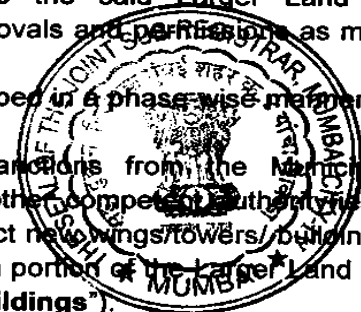
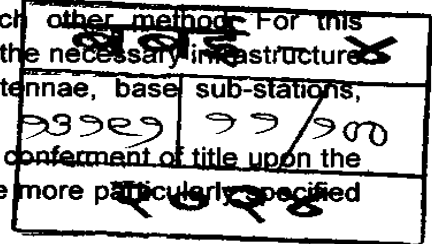
(v) It is agreed by the Allottee/s that no consent of Allottee(s) shall be required for constructing Building(s), Upper Floors on the Building(s) and/or Wing(s) which can utilize the full FSI proposed to be utilized on the said Larger Land as the same is fully disclosed in this Agreement.

(vi) The Allottee/s has/have perused a copy of the Proposed Layout Plan ("**Proposed Layout**") which specifies, inter alia, the location of the new/future/further proposed buildings/towers/wings to be built on the Larger Land. The copy of the Proposed Layout Plan is annexed hereto and marked as **Annexure "13"** hereto.

(vii) The proposed buildings that are proposed to be constructed on the said

  
Promoter

  
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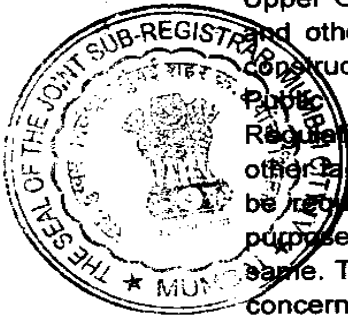


Larger Land may be connected to each other either by basement or by stilt area or by commercial block or by podium, either horizontally connected to each other as horizontal extension to each other with common partition walls or by dead walls as the case may be and Allottee/s has/have no objection or dispute with regards the same.

- (viii) Additional floors will be constructed above the Real Estate Project, but these floors will be registered as a separate real estate project by the Promoter at an appropriate time.
- (ix) The Allottee/s is/are aware that the Club House, Swimming Pool and Recreation Facility for the Whole Project is proposed by the Promoter at the top of the podium level (the plans for which are however not sanctioned as on date) and the Allottee/s shall have right to use the said Club House, Swimming Pool and Recreation Facility subject to payment of membership charges, usage charges fees and outgoings to the Promoter from time to time and the Allottee/s does hereby agree and confirm that other than common amenities specified in **Fourth Schedule** hereunder written no other area or areas or facility is either common facility or layout amenity or common facility or layout facility as contemplated by D.C. Regulations, 1991 or otherwise howsoever and the Allottee/s shall not claim any such right in any other area/s or portions of the said Larger Land in any manner whatsoever. Till such time the Apex Body Transfer is not executed, the Promoter hereby reserves his rights in respect of the Terraces, Club house, Swimming Pool (on the top of the terrace) for the purpose of maintenance and better management.

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- (x) There will be one space for Religious purpose on the Larger Land which may be used by the Allottee/s after the proposed development of the Whole Project is completed.
- (xi) The details of Sanctioned FSI and Proposed FSI for the Whole Project is as more particularly specified in **Annexure "9"** annexed hereto.
- (xii) The scheme and scale of development proposed to be carried out by the Promoter on the Larger Land will be as set out in the Proposed Layout, as amended from time to time.
- (xiii) The Promoter has informed the Allottee/s and the Allottee/s is/are aware that the Promoter proposes to handover part or whole of the floor, Basement-1, Basement-2 and Basement-3, Lower Ground (part), Upper Ground (part), 1<sup>st</sup> (part) to 4<sup>th</sup> (part) parking of the said Building and other proposed buildings on the said Larger Land (as and when constructed) to the M.C.G.M. or the concerned authority under the Public Parking Scheme as stated in Regulation 33 of the DC Regulations (as applicable and amended from time to time) along with other facilities for electricity, water, sewer sanitation, W.C. Block as may be required for the same and/or may be partly used for commercial purpose and Allottee/s has/have no objection or dispute regards the same. The Promoter reserves the right to grant exclusive access to the concerned authority (in exclusion to Allottee/s) with respect to the Public Parking Lot in accordance with the permissions obtained by the Promoter from time to time.
- (xiv) The Promoter shall be entitled to put hoarding/boards of their Brand Name viz. MONTE SOUTH, Names of the Promoters and technology partners in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Larger Land or part thereof and on the façade, terrace, compound wall or other part of the buildings/towers/wings as may be developed



  
Promoter

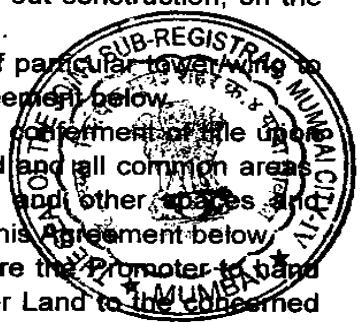
  
Allottee




from time to time without being liable to pay any fees/charges cost in this respect to the Society/Apex Body and the Allottee/s agree not to object or dispute the same. The Promoter shall also be entitled to place, select, decide hoarding/board sites. The Promoter has full and free right of way and means to access such place on the Larger Land or any part thereof for the purposes of repair, painting or changing the logo.

- (xv) For all or any of the purposes mentioned under this Agreement the Promoter shall be entitled to keep and/or store any construction materials, on any portion of the said Larger Land, and/or to have additional Electricity Supply and/or additional Water Supply and for the purpose of construction, to do all such further acts, deeds, matters and things as may be necessary. In such an event or otherwise, the Allottee/s shall not take any objection or otherwise, on the ground of any nuisance, noise and/or shall not claim any easement rights and/or any other rights in the nature of easement or prospective or other rights of any nature whatsoever. The Allottee/s directly and/or indirectly, shall not do any act, deed, matter or thing, whereby the Promoter may be prevented from putting any such additional and/or new construction and/or shall not raise objection and/or obstruction, hindrance or otherwise.
- (xvi) The Allottee/s shall not take any objection, on the ground of nuisance, annoyance, and/or claiming any rights, of easement and/or any rights in nature of an easement and/or obstruction of light, air, ventilation, open space and/or open area, and/or on any other grounds, of any nature whatsoever and/or shall not directly or indirectly do anything and/or shall not ask for an injunction, and/or prohibitory order and/or calling the Municipal or any other authorities to issue stop work notice, and/or withdraw and/or suspend or cancel any orders passed and/or approved Plans so as to prevent the Promoter, or any of their nominees or transferees, from developing and/or to carry out construction, on the said Larger Land and/or on adjoining properties.
- (xvii) The Promoter shall be entitled to confer title of particular tower wings to such Other Societies, as mentioned in this Agreement below.
- (xviii) The details of formation of the Apex Body, and conferment of title upon the Apex Body with respect to the Larger Land and all common areas facilities and amenities, basements, podiums and other spaces and areas on the Larger Land are as mentioned in this Agreement below.
- (xix) The statutory approvals mandatorily may require the Promoter to hand over certain stipulated percentage of the Larger Land to the concerned authorities or develop the same as public amenity. The Promoter shall have to determine and identify the portion and location of the Larger Land to be handed over for complying with the terms and conditions of statutory approvals. The portion of the Larger Land left over after handing over the stipulated percentage if any, to the MCGM or statutory authority and/or developing as a public amenity, only would be available either for transferring to the Apex Body.
- (xx) The nature of development of the said Larger Land will be phase wise and would constitute a mixture of users as may be permissible under applicable law from time to time.
- (xxi) The Promoter would be entitled to aggregate any contiguous land parcel with the development of the Larger Land, as provided under the Proviso to Rule 4(4) of the MahaRERA Rules.
- (xxii) The Promoter will be entitled to develop the Larger Land itself or in joint

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 Promoter

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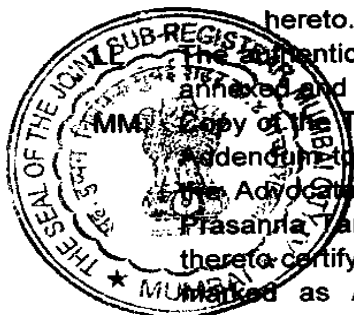
venture with any other person and will also be entitled to mortgage and charge the Larger Land and the structures to be constructed thereon from time to time.

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

- GG. The Allottee/s is/are desirous of purchasing a residential premises/flat in the Real Estate Project more particularly specified in the **Third Schedule** hereunder written and the other details whereof are specified in the **Annexure "11"** hereto ("**Premises and Transaction Details**") (hereinafter referred to as the "**said Premises**").
- HH. The Promoter has entered into standard agreement/s with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects. The details of Architects are mentioned in **Annexure "9"** annexed hereto.
- II. The Promoter has appointed a Structural Engineer for the preparation of the structural design and drawings of the buildings and the Real Estate Project shall be under the professional supervision of the Architect and the Structural Engineer (or any suitable replacements/substitutes thereof) till the completion of the Real Estate Project.
- JJ. The Promoter has the right to sell the said Premises in the Real Estate Project to be constructed by the Promoter, and, to enter into this Agreement with the Allottee/s of the Premises to receive the sale consideration in respect thereof.
- KK. On demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the Larger Land, and the plans, designs and specifications prepared by the Promoter's Architects, Matrix Architects and Engineers and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder, including inter alia the following:-

बवई		(i) — Sanctioned Plans i.e. layout plans, building plans, floor plans, IOD, C.C., Parking Plans, LOI for Public Parking Lot, MCGM letters dated 21 <sup>st</sup> March, 2016 about approval of Improvement Committee for change of location of land etc.
93929	98	(ii) All the title documents recited hereinabove by which the Promoter has acquired the right and entitlement to develop the Larger Land as disclosed hereinbefore.
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(iii) The authenticated copies of the Property Register Card with respect to the Larger Land, which are annexed and marked as **Annexure "6"** hereto.



The authenticated copy of the Sanctioned Floor Plan of the said Premises, is annexed and marked as **Annexure "10"** hereto.

Copy of the Title Report issued by Wadia Ghandy & Co., dated 7<sup>th</sup> July, 2014, Addendum to Title Report dated 1<sup>st</sup> October, 2016 and 29<sup>th</sup> August, 2020 of the Advocates and Solicitor and Addendum to Title Report issued by Adv. Prasanna Tare dated 5<sup>th</sup> July, 2022 and further Addendum/s to Title Report thereof certifying the right/entitlement of the Promoter are annexed hereto and marked as **Annexures "7" and "7A" (Colly.)** hereto ("**the said Title Report**").

NN. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Real Estate Project and upon

  
Promoter

  
Allottee

due observance and performance of which only, the Occupation Certificate and Building Completion Certificate in respect of the Real Estate Project shall be granted by the competent authority.

- OO. Further, all the requisite approvals and sanctions, for the development of the Real Estate Project from the competent authorities are obtained by the Promoter.
- PP. The Promoter has accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans, ~~proposed plans~~ and approvals and permissions, as referred hereinabove.
- QQ. The carpet area of the said Premises as defined under the provisions of RERA, is as more particularly specified in Annexure "11" ~~2529 93/900~~
- RR. Prior to execution of this Agreement, the Allottee/s ~~has/have~~ obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, ~~made enquiries~~ thereon and is satisfied with respect to, (i) the title of the Promoter to develop the Real Estate Project and the Whole Project, and such title being clear and marketable; (ii) the approvals and permissions (including IOD and CC) obtained till date and (iii) the Promoter's entitlement to develop the Real Estate Project and the Whole Project and to construct the Real Estate Project thereon as mentioned in this Agreement and applicable laws and sell the premises therein. The Allottee/s undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm that the Allottee/s has/have the financial capability to consummate the transaction.
- SS. The Promoter has agreed to sell to the Allottee/s and the Allottee/s has/have agreed to purchase and acquire from the Promoter, the said Premises, at or for the consideration as more particularly specified in the Annexure "11" annexed hereto and upon the terms and conditions mentioned in this Agreement ("Sale Consideration"). Prior to the execution of these presents, the Allottee/s has/have paid to the Promoter part payment of the Sale Consideration of the said Premises agreed to be sold by the Promoter to the Allottee/s as advance payment (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the same has been ~~particular~~ specified in the Annexure "1" hereto.
- TT. Under Section 13 of the RERA, the Promoter is ~~required to execute~~ a written Agreement for Sale of the said Premises with the Allottee/s, this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.
- UU. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to sell and the Allottee/s hereby agrees to purchase and acquire, the said Premises.

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

1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of RERA.
  2. **Construction:**
    - (i) The Promoter shall construct the said Building in accordance with the plans, designs and specifications as referred hereinabove, and as may be approved by the MCGM from time to time. The said Building shall have the common amenities that may be usable by the Allottee/s and are listed in the **Fifth Schedule** hereunder written.
- PROVIDED THAT** the Promoter shall have to obtain prior consent in

  
Promoter

  
Allottee

writing of the Allottee in respect of any variations or modifications which may adversely affect the said Premises of the Allottee, except, any alteration or addition required by any Government Authorities, or, due to change in law/ DC Rules and Regulations and New DC Rules and Regulations, or, any change as contemplated by any of the disclosures already made to the Allottee/s.

3. **Purchase of the Premises and Sale Consideration:**

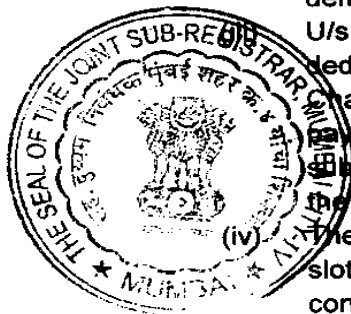
- (i) The Allottee/s hereby agrees to purchase and acquire from the Promoter and the Promoter hereby agrees to sell to the Allottee/s, Premises (more particularly described in Annexure "11" hereto), for a Sale Consideration which shall be paid in installments in the manner provided in Annexure "11" hereto, which Annexure also sets out the details of the amounts paid till date. The Receipt of the amounts paid by the Allottee/s to the Promoter has been annexed hereto as Annexure "1". The entire details in respect of the said Premises including the carpet area in square meters as per the provisions of RERA, floor, consideration value etc. is as more particularly described in the Annexure "11". The said Premises is shown in the Sanctioned Floor Plan annexed and marked as Annexure "10" hereto.

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In accordance with the progress of construction of the Real Estate Project, the Promoter shall intimate the Allottee/s about the stage-wise completion of the said Real Estate Project as detailed in the Payment Schedule set out in Annexure "11" hereto, and shall call upon the Allottee/s to make payments as per the installments mentioned in Annexure "11" hereto (the payment at each stage is individually referred to as "the Installment" and collectively referred to as "the Installments"). On a written demand being made by the Promoter upon the Allottee/s with respect to a payment amount (whether Sale Consideration or any other amount payable in terms of this Agreement), the Allottee/s shall pay such amount to the Promoter, within 15(fifteen) days of the Promoter's said written demand, without any delay, demur or default, time being of essence. Notwithstanding to whatever mentioned in this Agreement, the Allottee/s agrees and undertakes to make the payment of the entire balance Sale Consideration amount / all the balance payment slabs mentioned in the Payment Schedule on receiving Part Occupation Certificate/Occupation Certificate in respect of the said Premises without any objection or demurr.

U/s.194-IA of Income Tax Act, 1961, the Allottee/s is/are required to deduct the TDS on the Sale Consideration amount and on Other charges as per applicable laws/rules/regulations. The Allottee/s shall deduct the applicable TDS to the concerned government account and submit Form 16B and/or such other proof of payment of TDS to the Promoter within 7 (seven) days.

The Allottee/s has/have applied for One number of car parking slot/s. The Allottee/s will be entitled to use and occupy, at no additional consideration, One number of mechanical stackable/non-stackable covered parking slots ("Car Parking Slot/s"). It is clarified that the Car Parking Slot/s shall be specifically allocated to the Allottee/s at the time of handing over of possession of the said Premises. On handover of the said Premises to the Allottee/s it is possible that the Allottee/s may not get a permanent car parking allocation. In such case, the Allottee/s agrees that, at the time of handover of possession of the said Premises



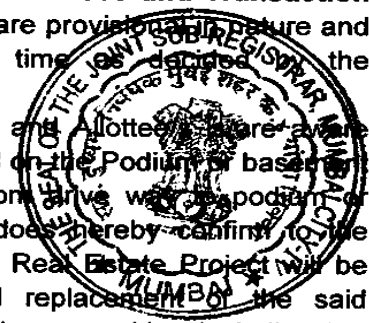
  
Promoter


  
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temporary car parking space will be allotted to the Allottee/s and permanent car parking will be allotted subsequently on the completion of the development of the Whole Project. At the time of allotment of the permanent car parking the Allottee/s undertakes to simultaneously handover the temporary car parking to the Promoter without any delay or demur.

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- (v) The allotment of the car parking slot/s shall be at the sole discretion of the Promoter and the Allottee/s shall not dispute and/or object the same or any reason whatsoever.
- (vi) The said Car Parking Slot/s shall be utilized for parking the Allottee's own light motor vehicle only and shall not be used for parking of any other vehicle or for, any other purpose whatsoever. The Allottee/s acknowledges that Promoter shall provide car parking slot/s for normal Light Motor Vehicle size and not for large/extra large size car or SUV. Thus, the Promoter shall not be responsible or liable to the Allottee/s, in case the Allottee(s)' car cannot use the said allotted car parking slot/s. The size of the car parking slot/s will be 2.3mts wide and 4.5mts deep.
- (vii) The car parking slot/s are attached with and connected to the said Premises. The Allottee/s agrees and confirms that the allotted car parking slot/s shall automatically be cancelled in the event of cancellation, surrender, relinquishment, resumption, repossession etc of the Premises under any of the provisions of this Agreement.
- (viii) The Allottee(s) undertakes not to sell/transfer/lease/sub-lease/ provide on license basis or deal with the said allotted parking slot/s.
- (ix) Unauthorized usage of car parking slot/s shall be leviable with penalty as may be determined by the Promoter. After completion of the Whole Project, Society/ Apex Body shall be entitled to charge such amount as may be decided by Society/Apex Body from time to time for any unauthorized usage thereof.
- (x) The Allottee/s further expressly agrees that, he/she/they shall pay on a quarterly basis towards the maintenance charges of the Car Parking Slot/s as mentioned in **Annexure "11" ("Premises and Transaction Details")**. The said maintenance charges are provided in the schedule and are subject to increase from time to time as decided by the Promoter/Society/Apex Body.
- (xi) The Promoter has informed the Allottee/s and Allottee/s are aware that car parking facility/car parking provided on the Podium or basement levels (if any) has access and egress from the Podium or basement or basement in the building and Allottee/s does hereby confirm to the Promoter that the Allottee/s of flats in the Real Estate Project will be responsible for maintenance/upkeep and replacement of the said mechanical stackable parking/non stackable car parking including but not limited to comprehensive maintenance contract, electricity charges, insurance charges and all other costs, charges, expenses for attendants etc. and Allottee/s do hereby agree and confirm not to raise any objection or dispute regards the same.
- (xii) It is clarified that the Sale Consideration shall be payable by the Allottee/s into Bank Account for the Real Estate Project (**"the said Account"**). The details of the Bank Account are more particularly specified in **Annexure "11"** hereto.
- (xiii) The Sale Consideration excludes taxes (consisting of tax paid or payable by way of CGST and SGST and all levies, duties and cesses



  
Promoter

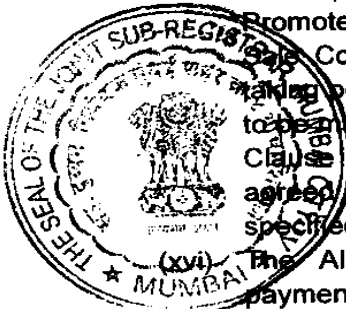
  
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or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the said Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including CGST and SGST, TDS and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee/s alone and the Promoter shall not be liable to bear or pay the same or any part thereof. Further details about the total taxes to be paid by the Allottee/s for his/her/their Premises is as more particularly specified in the Annexure "11" annexed hereto.

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

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- (xv) The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction of the said Building is complete and the Occupation Certificate is granted by the MCGM, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total Sale Consideration payable on the basis of the carpet area of the said Premises, shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area beyond the defined limit of 3%, then, the Promoter shall refund the excess money paid by Allottee/s within 45 (forty-five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s beyond the defined limit of 3%, the Promoter shall demand additional amount from the Allottee/s towards Sale Consideration, which shall be payable by the Allottee/s prior to taking possession of the said Premises. It is clarified that the payments to be made by the Promoter/Allottee(s), as the case may be, under this Clause No.3(xv) shall be made at the same rate per square meter as agreed in Clause No.3(i) of this Agreement and as more particularly specified in Clause No.(4) in the Annexure "11" annexed hereto.
- (xvi) The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, including TDS, in his/her/their name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner. The rights of the Promoter under this clause are without prejudice to the rights and remedies of the Promoter under this Agreement and at law in case of the breach by the Allottee/s of any term of this Agreement.



  
Promoter

  
Allottee

(xvii) If the Allottee/s enters into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, in the same manner detailed in Clause No.3(ii) above and in accordance with the payment schedule particularly specified in Annexure "11" and as mentioned in this Agreement (which will not absolve Allottee/s of his/her/their/its responsibilities under this Agreement).

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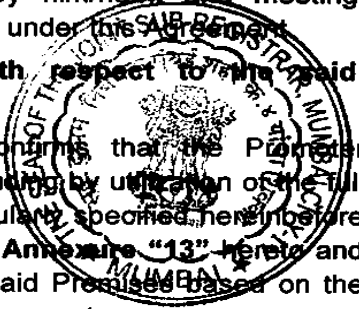
(xviii) The Promoter shall be entitled to securitize the Sale Consideration and other amounts payable by the Allottee/s under this Agreement or any part thereof, in the manner permissible under RERA, in favour of any persons including banks/financial institutions and shall also be entitled to transfer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

4. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the MCGM at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Premises to the Allottee/s, obtain from the MCGM, the Occupation Certificate or Completion Certificate in respect of the said Premises.
5. Time is of the essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the said Premises and handing over the said Premises to the Allottee/s after receiving the Occupation Certificate in respect thereof and the common amenities in the said Building that may be usable by the Allottee/s and are listed in the Fifth Schedule hereunder written.

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

6. **FSI, TDR and development potentiality with respect to the said Building/Real Estate Project on the said Land:**

The Allottee/s hereby agrees, accepts and confirms that the Promoter proposes to develop the Real Estate Project (including by utilization of the full development potential) in the manner more particularly specified hereinbefore and as depicted in the Proposed Layout Plan, at Annexure "13" hereto and the Allottee/s has/have agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.



7. **FSI, TDR and development potentiality with respect to the Proposed Future and Further Development of the Larger Land/ Whole Project:**

The Allottee/s hereby agrees, accepts and confirms that the Promoter proposes to develop the Whole Project of the Larger Land (by utilization of the full development potential) and develop the same in phase-wise manner and undertake multiple real estate projects therein in the manner more particularly specified hereinbefore and as depicted in the Proposed Layout Plan at Annexure "13" hereto constituting the Proposed Layout and the Allottee/s has/have agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard. It is further agreed between the

  
Promoter



  
Allottee

parties that any unutilized/balance FSI of the Real Estate Project shall be transferred/utilized in another phase/cluster/wings/buildings of the proposed Real Estate Project of the Larger Land.

**8. Possession Date, Delays and Termination:**

(i) The Promoter shall give possession of the said Premises to the Allottee/s as more particularly specified in the Annexure "9" ("Whole Project and Real Estate Project Details") annexed hereto, ("Possession Date") provided however, that the Allottee/s has/have paid all his dues under the said Agreement and is not in breach of the terms and conditions of this Agreement. The Promoter shall be entitled to extension of time for giving delivery of the said Premises on the Possession Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors:-

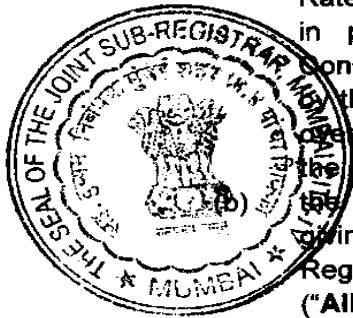
- (a) war, civil commotion, or act of God or any force majeure events including pandemic and epidemic;
- (b) any notice, order, rule, notification of the Government and/or other public or competent authority/court;
- (c) any stay order/injunction order issued by any Court of Law, competent authority, MCGM, statutory authority;
- (d) delay in providing basic amenities like water, electricity, drainage system etc by the local body;
- (e) delay in granting approvals, NOC, Occupation Certificate;
- (f) any other circumstances that may be deemed reasonable by the Authority;
- (g) any other reason beyond the reasonable control of the Promoter.

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

If the Promoter fails to abide by the time schedule for completing the said Real Estate Project and for handing over the said Premises to the Allottee/s on the Possession Date [save and except for the reasons as stated in Clause 8(i)], then the Allottee/s shall be entitled to either of the following:-

- (a) call upon the Promoter by giving a written notice by Courier / E-mail/Registered Post A.D. at the address provided by the Promoter ("Interest Notice"), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum thereon ("the Interest Rate") for delay in possession, from the Possession Date, on the Sale consideration paid by the Allottee/s. The interest shall be paid by the Promoter to the Allottee/s till the date of offering to hand over the possession of the said Premises by the Promoter to the Allottee/s; OR
- (b) Allottee/s shall be entitled to terminate this Agreement by giving written notice to the Promoter by Courier/ E-mail/Registered Post A.D. at the address provided by the Promoter ("Allottee/s Termination Notice"). On the receipt of the Allottee/s Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 days from the date of receipt of the Termination Notice by the Promoter, the Promoter shall refund to the Allottee/s the amounts already received by the Promoter under this Agreement



  
Promoter

  
Allottee





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

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- (vi) If the Allottee/s seeks a loan from financial institutions or banks or any other lender (the "Lender") against the security of the said Premises for which a written NOC/consent and approval of the Promoter has been issued, then in the event of: (a) the Allottee/s committing a default of the payment of the installments of the consideration amount, (b) the Allottee/s deciding to cancel the agreement and/or, (c) the Promoter exercising its right to terminate this Agreement, the Allottee/s shall clear the mortgage, debt, outstanding at the time of the said termination to the concerned bank/financial institution. The Allottee/s shall obtain the NOC or such necessary letter and other documents including but not limited to the original registered Agreement for Sale and NOC from the Promoter and receipt, etc. from the Lender stating that the Allottee/s has/have cleared the mortgage debt. Notwithstanding the above, the Allottee's obligation to make the payment of the installments under this Agreement in accordance with the provisions of this Agreement is absolute and unconditional. It is also agreed that the Allottee/s shall be solely responsible to ensure timely disbursement of the installments towards consideration from the Lender. Any delay in receiving the installment from the Allottee/s or the Lender for any reason whatsoever will entitle the Promoter to charge interest which shall be two percent above the Marginal Cost of Lending Rate (MCLR) of State Bank of India prevailing on the date on which amount becomes due and payable, on the outstanding amounts under this Agreement.

9. The common amenities in the said Building that may be usable by the Allottee/s and are listed in the **Fifth Schedule** hereunder written. The

  
Promoter

  
Allottee

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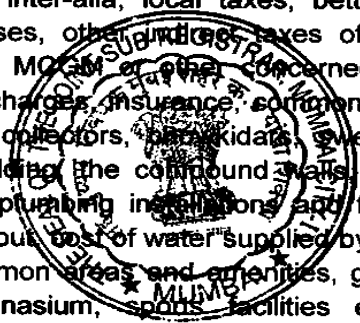


common amenities in the Whole Project that may be usable by the Allottee/s and are listed in the **Fourth Schedule** hereunder written. The internal fitting and fixtures in the said Premises that shall be provided by the Promoter are listed in the **Sixth Schedule** hereunder written.

10. **Procedure for taking possession:**

- (i) Upon obtainment of the Occupancy Certificate from the MCGM and upon payment by the Allottee/s of the requisite installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the said Premises to the Allottee/s in writing ("**Possession Notice**"). The Allottee/s agrees to pay the maintenance charges as determined by the Promoter or the Society, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/s in writing after receiving the Occupancy Certificate of the Real Estate Project, provided the Allottee/s has/have made payment of the requisite installments of the Sale Consideration and all other amounts due and payable in terms of this Agreement.
- (ii) The Allottee/s shall take possession of the said Premises within 15 days of the Possession Notice.
- (iii) Upon receiving the Possession Notice from the Promoter as per Clause No.10(i) above, the Allottee/s shall take possession of the said Premises from the Promoter by executing necessary indemnities undertakings and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Allottee/s. Irrespective of whether the Allottee/s takes or fails to take possession of the said Premises within the time provided in Clause No.10(ii) above, such Allottee/s shall continue to be liable to pay maintenance charges and all other charges with respect to the said Premises, as applicable and as shall be decided by the Promoter.
- (iv) After expiry of 15 (fifteen) days from receipt of the Possession Notice i.e. from 16<sup>th</sup> day onwards, the Allottee/s shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Premises, of outgoings in respect of the Building/Real Estate Project and Larger Land including inter-alia, local taxes, betterment charges, GST, property taxes, cesses, other municipal taxes of every nature, or such other levies by the MCGM or other concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, barikidats, sweepers, maintenance and repairs to the building the compound walls, water pumps, electrical fittings, drainage, plumbing installations and fittings, etc., maintenance of the common layout, cost of water supplied by water tankers, if any; maintenance of common areas and amenities, garden, swimming pool, health club, gymnasium, sports facilities etc., if provided, service charges to the Promoter for providing services to maintain the building(s) facilities and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project/Building and/or the Larger Land and all other proportionate outgoings due in respect of the said Land/Larger Land/said Premises.
- (v) Until the Society is formed and the Society Transfer Deed is duly executed and registered, the Allottee/s shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion. The Allottee/s further agrees that till the Allottee's share is so determined by the Promoter at its sole discretion,

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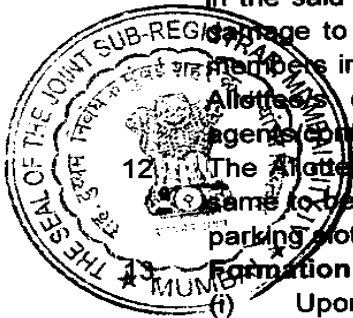


  
 Allottee

the Allottee/s shall pay to the Promoter provisional monthly contribution as more particularly specified in the Annexure "11" annexed hereto towards the outgoings (the maintenance charges may be payable on quarterly or half yearly or yearly basis as may be decided by the Promoter). The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and shall remain with the Promoter until the Society Transfer Deed is duly executed and registered in the manner as stated herein. On execution of the Society Transfer Deed, the aforesaid deposits less any deductions as provided for in this Agreement, shall be paid over by the Promoter to the Society. The Allottee/s hereby agree that he/she/they are aware that the maintenance charges are provisional in nature and shall be subject to change and that the Allottee/s shall be bound to pay the maintenance charges of the said Premises regularly as stated above along with 10% increase or actual increase, whichever may be higher in every financial year or if it is increased for the reasons beyond the control during the same financial year. The Allottee/s agrees and undertakes to make the payment of the same without any objection or demur. The Allottee agrees and undertakes to pay the CGST and SGST or any other tax/es as may be applicable from time to time on the Maintenance Charges/Common Area Maintenance charges/Deposits/Other Charges without any objection. The Allottee/s will be required to pay the maintenance charges of the completed amenities irrespective whether other proposed amenities are completed or not.

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11. (i) If within a period of 5(five) years from the date of handing over the said Premises to the Allottee/s, the Allottee/s brings to the notice of the Promoter any structural defect in the said Premises or the said Building in which the said Premises are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA.
- (ii) Notwithstanding to what is mentioned in Clause No.11(i) above, the Allottee/s agrees that the Promoter shall not be liable for any such defects if the same have been caused by reason of the Allottee/s or its agents/contractors making any internal/external changes, flat finishing, fittings, interior works, renovations, additions/alterations of whatsoever nature in the said Premises, in the elevation, chisel or in any other manner causes damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Premises, and/or willful default and/or negligence of the Allottee/s or its agents/contractors and/or any other allottees or their agents/contractors in the Real Estate Project.
12. The Allottee/s shall use the said Premises or any part thereof or permit the same to be used for residential purpose only. The Allottee/s shall use the car parking slot/s only for purpose of parking vehicle.



**Formation of the Society and Other Societies:**

Upon 51% of the total number of premises in the said Building being booked by the Allottees (or within such period as may be required by law), the Promoter shall submit an application to the competent authorities to form a co-operative housing society to comprise solely of the Allottee/s and other allottees of premises in the said Building, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the MAHA RERA

  
Promoter

  
Allottee

**Rules.**

- (ii) The Allottee/s shall, along with other allottees of premises in the said Building, join in forming and registering a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and in accordance with the provisions of the RERA and MAHA RERA Rules, in respect of the said Building in which the allottees of the premises in the said Building alone shall be joined as members ("the Society").
- (iii) For this purpose, the Allottee/s shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the proposed society and shall duly fill in, sign and return to the Promoter within 7(seven) days of the same being made available to the Allottee/s, so as to enable the Promoter to register the Society. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.
- (iv) The name of the Society shall be solely decided by the Promoter.
- (v) The Society shall admit all Allottee/s of flats and premises in the said Building as members, in accordance with its bye-laws.
- (vi) The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the Real Estate Project, if any. Post execution of the Society Transfer Deed, the Promoter shall continue to be entitled to such unsold premises/car parking slot/s and to undertake the marketing etc. in respect of such unsold premises. The Promoter shall not be liable or required to bear and/or pay any amount by way of maintenance charges, contribution, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium and/or any amount with respect to unsold Premises and car parkings. The Promoter shall also not be liable to pay any compensation whatsoever to the Society/Apex Body for the sale/allotment or transfer of the unsold areas in the Real Estate Building or elsewhere, save and except the municipal taxes or actuals levied on the unsold premises).
- (vii) Post execution of the Society Transfer Deed, the Society shall be responsible for the operation and management and/or supervision of the said Building, and the Allottee/s shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.
- (viii) Upon 51% of allottees of premises/units in the other buildings to be developed on the Larger Land having booked their respective premises/units, the Promoter shall submit application/s to the competent authorities to form a co-operative housing society to comprise solely of the allottees of units/premises in those particular buildings/real estate projects, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the MAHA RERA Rules ("Other Societies"). The Promoter shall similarly undertake the necessary steps for formation of the Other Societies in which the allottees of the premises comprised in the other buildings/real estate projects comprised in the Larger Land shall become members, in accordance with the provisions of the

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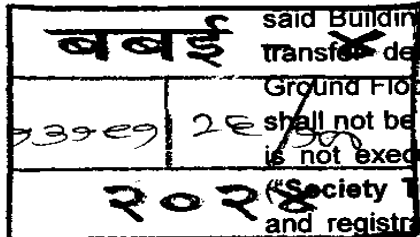
  
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Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder and the RERA and MAHA RERA Rules.

- (ix) The costs, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society and/or Other Societies, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the respective Society/Other Societies and their respective members/intended members including the Allottee/s, as the case may be, and the Promoter shall not be liable toward the same.

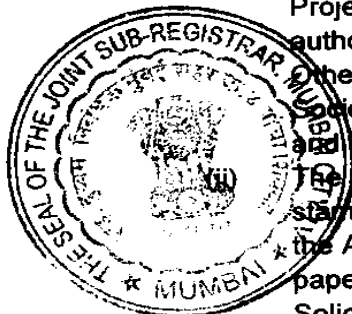
**14. Transfer to the Society and Other Societies:**

- (i) Within 3 months from the date of issuance of the Full Occupation Certificate with respect to the said Building or in accordance with the provisions of RERA from time to time, the said Building excluding 3 Basements, Lower Ground, Ground Floor, 7 podiums and 1 Stilt of the said Building shall be transferred/leased to the Society vide a registered transfer deed, provided however that 3 Basements, Lower Ground, Ground Floor, 7 Podiums and 1 Stilt shall be retained by the Promoter and shall not be transferred to the Society till the time the Apex Body Transfer is not executed (or in such other manner as may be required by law) ("Society Transfer"). The Society shall be required to join in execution and registration of the Society Transfer. The costs, expenses, charges, levies and taxes on the Society Transfer and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Society alone. Post the Society Transfer, the Society shall be responsible for the operation and management and/or supervision of the said Building/Real Estate Project including any common amenities and the Promoter shall not be responsible for the same.
- (ii) The Promoter shall execute and register similar transfer deeds to the Other Societies with respect to their respective buildings/Real Estate Project/s.



**15. Formation of the Apex Body:**

- (i) Within a period of 3 months of obtainment of the Full Occupation Certificate of the last real estate project in the Tower-D /Building D- namely 'Mont Blanc' in the layout of the Larger Land and the Whole Project, the Promoter shall submit application/s to the competent authorities to form a federation of societies comprising the Society and Other Societies, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the MAHA RERA Rules ("Apex Body").
- The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Apex Body, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Apex Body and its members/intended members, and the Promoter shall not be liable toward the same.
- (iii) It is further agreed between the parties that all undertakings, declarations, Indemnity bonds, deeds and writing/s given/executed and/or may be executed by the Promoter in favour of MCGM and the concerned bodies/authorities in respect of the said Larger Land and its



  
Promoter

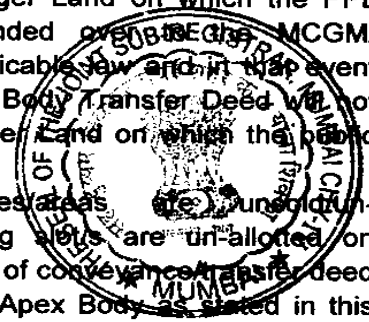
  
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development shall be binding upon the Allottee/s and society including the Apex Body as may be formed of the Allottee/s of Premises.

**16. Transfer of the Larger Land to the Apex Body:**

- (i) Within a period of 3 (three) months of obtainment of the Full Occupation Certificate of the last real estate project (in the Tower-D / Building D- namely 'Mont Blanc' in the layout of the Larger Land) in the Whole Project, the Promoter and the Apex Body shall execute and register a Transfer Deed whereby the Promoter shall transfer on lease hold basis all its right, title and interest in the portion of the land comprised in the Larger Land (except the Public Parking Lot if implemented as stated below) comprised in between points A-B-C-D-E-F-G-H-I-J as more particularly hatched in green colour in the Proposed Layout Plan in favour of Apex Body ("Apex Body Transfer").
- (ii) The internal common road shown in the Proposed Layout Plan will be used by the allottees in all the buildings in the Whole Project.
- (iii) The Promoter proposes to form a separate Apex Body/Society/Condominium at its sole discretion respectively for MHADA/Rehabilitation buildings and other buildings R1, R2, R3 and Mixed user/commercial building proposed in the layout plan.
- (iv) The land below and adjoining the Jain Temple as hatched in red colour will be conveyed to the trust of Jain Temple.
- (v) The Apex Body shall be required to join in execution and registration of the Apex Body Transfer. The costs, expenses, charges, levies and taxes on the Apex Body Transfer and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Apex Body alone. Post the Apex Body Transfer, the Apex Body shall be responsible for the operation and management and/or supervision of the Larger Land including any common amenities and the Promoter shall not be responsible for the same.
- (vi) It is however agreed by the Allottee/s that if the proposed PPL is implemented on the said Larger Land in accordance with the DC Regulations, then the portion of the Larger Land on which the PPL scheme is implemented shall be handed over to the MCGM/ Concerned Authority as required by applicable law and in that event the Society Transfer Deed and the Apex Body Transfer Deed will not take into account that portion of the Larger Land on which the public parking scheme is implemented.
- (vii) In the event any premises/spaces (areas etc.) are un-sold/un-allotted/unassigned and/or if car parking slots are un-allotted on formation of the Apex Body and execution of conveyance/transfer deed of the said Larger Land in favour of the Apex Body as stated in this Agreement, the Promoter shall be entitled to such unsold areas and to undertake marketing etc. in respect of such unsold areas. The Promoter shall not be liable or required to bear and/or pay any amount by way of maintenance charges, contribution, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium and/or any amount with respect to unsold Premises and car parkings. The Promoter shall also not be liable to pay any compensation whatsoever to the Society/Apex Body for the sale/allotment or transfer of the unsold areas in the said Building or elsewhere, save and except the municipal taxes at actuals (levied on the unsold premises).
- (viii) The Promoter and their surveyors and agents and assigns with or

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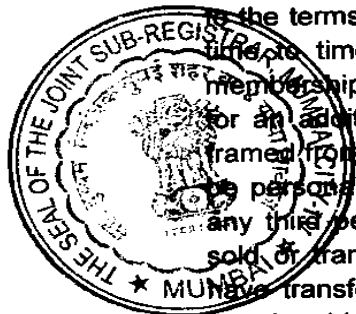
  
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without workmen and others, shall be permitted at reasonable times to enter into the said Premises or any part thereof for the purpose of making, laying down maintaining, repairing, rebuilding, cleaning, lighting and keeping in order and good condition (including repairing) all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the said Building. The Allottee/s agrees that he/she/it/they shall not undertake any civil works/fit out works in such areas within the said Premises, and/or permanently cover/conceal such areas within the said Premises, nor shall they in any manner restrict the access to the water/drainage pipes and/or damage the water/drainage pipes in any manner howsoever.

17. Notwithstanding the other provisions of this Agreement, the Promoter shall be entitled to nominate any person ("**Project Management Agency**") to manage the operation and maintenance of the building(s), and the infrastructure on the Larger Land, common amenities and facilities on the said Larger Land for a period till formation and handover of the Larger Land in favour of the Apex Body. The Promoter shall have the authority and discretion to negotiate with such Project Management Agency and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred in appointing and operating the Project Management Agency shall be borne and paid by the Allottee/s of the said Building and the allottees of the proposed buildings to be constructed on the Larger Land on a prora basis as may be decided by the Promoter and/or the Apex Body as applicable.

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18. Club House:	

18. Club House:  
 Upon making full payment of all amounts due under this Agreement and upon completion of the development of the said Whole Project, the Allottee/s shall be entitled to use the facilities of the proposed "**Club House**", under the control of a Project Management Agency or the Promoter. The Allottee/s shall be entitled to nominate a maximum of 5(five) individuals including the Allottee/s (all of whom are direct family members and staying with the Allottee/principal occupant in the said Premises) to be admitted as members of the Club House and avail the facilities of the said Club House. The Membership will be subject to the terms and conditions, rules and charges, as may be framed/levied from time to time by Project Management Agency/the Promoter. Any additional membership if requested may be granted by the Promoter at its sole discretion for an additional charge and/or as per the terms and conditions as may be framed from time to time. The right to use the facilities at the Club House shall be personal to the Allottee/s and shall not be transferrable in any manner to any third person or party whatsoever. In the event that the said Premises is sold or transferred by the Allottee/s, then the Allottee/s shall be deemed to have transferred the right to utilize the said Club House facilities as well as membership to the subsequent allottee/s of the said Premises. The Allottee/s shall be obliged to pay the charges, if any, levied by the Project Management Agency / the Promoter for specific service(s) availed of by the Allottee/s. The Allottee/s shall, in addition to the Sale Consideration and other amounts payable hereunder, at the time the said Premises is made available to the Allottee/s for fit outs, be obliged to pay to the Promoter/Project Management Agency a non-refundable club house membership fees/and Club House corpus fund. The Promoter or any Project Management Agency appointed by the Promoter shall operate the Club House and shall be entitled to charge a fee per month for the same to the Allottee/s in addition to the amounts mentioned in



  
 Promoter

  
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public amenities or any other work in a project for its benefit, as per sanctioned plans. The above External Development Charges and Internal Development Works charges are allowed to be charged under RERA and the Allottee/s shall share such expenses and charges in respect thereof proportionately. Infrastructure Charges includes the current internal and external development works and does not include any future increase charges that may be levied by the statutory authorities.

**i) Share of Expenses for Society Formation:**

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

**j) Club House Membership Fees/Charges:**

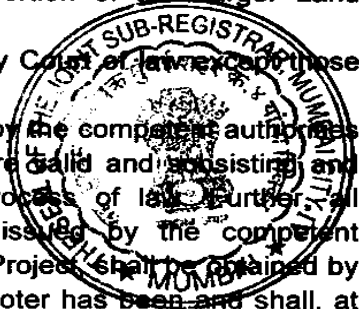
The Allottee/s shall be liable to pay the Club House Membership Fee which is non-refundable and non-accountable. There will be a monthly usage fee in addition to the Club House Membership Fees.

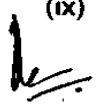
Club House Membership Fee		
There will be a monthly usage fee in addition to the Club House Membership Fees.		
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**20. Representations and Warranties of the Promoter:**

The Promoter hereby represents and warrants to the Allottee/s as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Title Report, and subject to the RERA Certificate,-

- (i) The Promoter has clear and marketable title and has the requisite rights to carry out development upon the Larger Land and also has actual, physical and legal possession of the Land for the implementation of the Whole Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;
- (iii) There are no encumbrances upon the portion of the Larger Land except those mentioned in Annexure "8";
- (iv) There are no litigations pending before any Court of law except those as mentioned in the Title Certificate;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Land and the said Premises, which will, in any manner, affect the rights of Allottee/s under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee/s in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Society Transfer, the Promoter shall



  
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 Promoter

  
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 Allottee

handover lawful, vacant, peaceful, physical possession of the common amenities of the said Building as detailed in the **Fifth Schedule** hereunder written to the Society;

- (x) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent Authorities till the Society Transfer and thereupon shall be proportionately borne by the Society;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Land) has been received or served upon the Promoter in respect of the Land and/or the Project except those disclosed to the Allottee/s.

21. The Promoter shall be entitled to transfer and/or assign the benefit of additional F.S.I./T.D.R. or any other rights of the Larger Land to any third party and/or to allow any third parties to use and/or consume T.D.R. or any other benefit or advantages of any other properties, on the Larger Land, who shall be entitled to all the rights mentioned above, including to do construction mentioned above.
22. The Promoter shall be entitled to construct site offices/sales lounge on the said Land/Larger Land and shall have the right to access the same at any time without any restriction whatsoever till the said Larger Land or any portion thereof is transferred to the Apex Body.

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23. The Allottee/s, with intention to bring all persons into whosoever hands the Premises and/or its rights, entitlements and obligations under this Agreement, may come, hereby covenants with the Promoter as follows:-
- (i) To maintain the said Premises at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Real Estate Project/said Building which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Building in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities and the Promoter.
- (ii) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Real Estate Project/said Building in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the said Building in which the said Premises is situated, including entrances of the said Building in which the said Premises is situated and in case any damage is caused to the Real Estate Project/ said Building in which the said Premises is situated or the said Premises on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- (iii) To carry out at his own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the Real Estate Project/ said



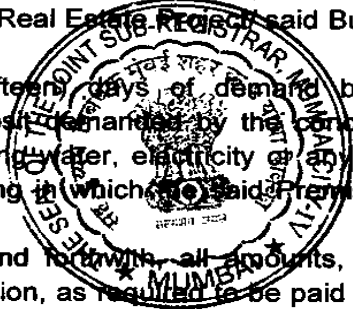
  
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Building in which the said Premises is situated or the said Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the said Premises committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and the Allottee/s does hereby indemnify and keep indemnified the Promoter in this regard.

- (iv) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Real Estate Project/said Building in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Real Estate Project/ said Building in which the said Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Parls or other structural members in the said Premises without the prior written permission of the Promoter and/or the Society.
- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Larger Land and/or the Real Estate Project/said Building in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (vi) It shall be the responsibility of the Society and the Apex Body that would be formed to separate the dry and wet garbage and shall see to it that the wet garbage generated in building shall be treated separately.
- (vii) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the Larger Land and/or the Real Estate Project/said Building in which the said Premises is situated.
- (viii) Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the said Building in which the said Premises is situated.
- (ix) Bear and pay in a timely manner and forthwith, all amounts, dues, taxes, installments of Sale Consideration, as required to be paid under this Agreement.
- (x) Not to change the user of the said Premises without the prior written permission of the Promoter and Society.
- (xi) The Allottee/s shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee/s to the Promoter under this Agreement, are fully and finally paid together with applicable interest thereon at the Interest Rate if any. In the event the Allottee/s is desirous of transferring the said

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 Promoter



  
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 Allottee

Premises and/or its rights under this Agreement prior to making such full and final payment, then, the Allottee/s shall be entitled to effectuate such transfer only with the prior written permission of the Promoter.

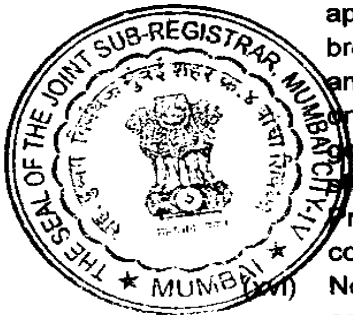
- (xii) The Allottee/s shall observe and perform all the rules and regulations which the Society and Apex Body may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Tower/Wing and the said Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society/Apex Body regarding the occupancy and use of the said Premises in the Real Estate Project/ said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

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

- (xiv) Till the Apex Body Transfer Deed is executed in favour of the Apex Body, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Larger Land, the buildings/towers/ wings thereon, or any part thereof, to view and examine the state and condition thereof.

- (xv) The Allottee/s has/have declared that he/she/they have already complied with all the requirement of Income Tax, and other concerned authorities including RBI and laws including Foreign Exchange Management Act and other applicable laws (in case of Non Resident Indian) before entering into this Agreement for Sale with the Promoter. Any breach or violation of any Acts or Rules or Laws by the Allottee/s shall be entirely at their own cost and risk. In case any permission is refused or subsequently found lacking by any statutory authority under applicable laws to such Non-Resident Indians, the same shall constitute breach of the terms of this Agreement. In case there is a shortfall in the amount received from the Allottee/s while remitting any amounts online on account of currency difference or fluctuation, the Allottee/s shall make good the shortfall payment by the due date failing which shall Allottee shall be deemed to have breached the terms of this Agreement and the Promoter shall be entitled to terminate this Agreement on the terms and conditions as specified herein.



Notwithstanding anything contained under this Agreement, it is clearly and expressly agreed and accepted by the Allottee/s that they shall not use any other road or access for ingress and egress to the residential/commercial property, save and except the access road as provided by the Promoter.

- (xvii) Till the entire development of the Larger Land is completed, the Allottee/s shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other



Promoter





Allottee

common facilities or the amenities to be provided in the Larger Land and the Allottee/s shall have no right or interest in the enjoyment and control of the Promoter in this regard.

(xviii) The Allottee/s shall not take any objection, on the ground of nuisance, annoyance, and/or claiming any rights, of easement, and/ or any rights in nature of an easement and/or obstruction of light, air, ventilation, open space and/or open area, and/or on any other grounds, of any nature whatsoever and/or shall not directly or indirectly do anything and/or shall not ask for an injunction, and/or prohibitory order and/or calling the Municipal or any other authorities to issue stop work notice, and/or withdraw and/or suspend or cancel any orders passed and/or approved Plans so as to prevent the Promoter, or any of their nominees or transferees, from developing and/ or to carry out construction, on the Larger Land.

(xix) Not to affix any fixtures or grills on the exterior of the Real Estate Project or any part thereof for the purposes of drying clothes or for any other purpose and not to have any laundry drying outside the said Premises.

For fixing grills on the inside of the windows, the standard design for the same shall be obtained by the Allottee/s from the Promoter and the Allottee/s undertakes not to fix any grill having a design other than the standard design approved by the Promoter. If the Allottee/s has affixed fixtures or grills on the exterior of the said Premises for drying clothes or for any other purpose or if the Allottee/s has affixed a grill having a design other than the standard approved design, the Allottee/s shall be liable to pay such sum as may be determined by the Promoter/the Society to the Promoter/the Society, as the case may be.

(xx) Not to install a window air-conditioner within or outside the said Premises. If the Allottee/s affixes a window air-conditioner or the outdoor condensing unit outside the said Premises, the Allottee/s shall be liable to pay such sum as may be determined by the Promoter/the Society to the Promoter / the Society, as the case may be.

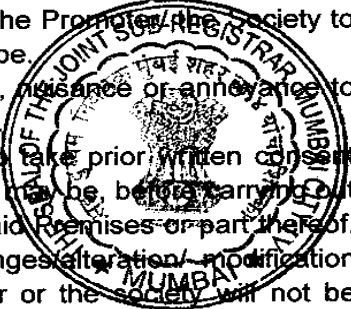
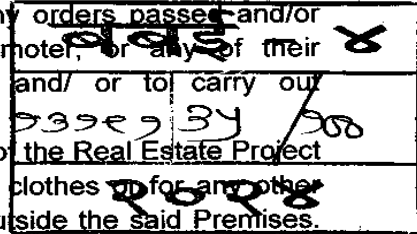
(xxi) The Allottee/s shall not create any hardship, nuisance or annoyance to any other allottees in the Real Estate Project.

(xxii) The Allottee/s has/have expressly agreed to take prior written consent from the Promoter or the society as the case may be, before carrying out any changes/alteration/modification in the said Premises or part thereof. If the allottee/s has carried out such changes/alteration/ modification without the written consent of the promoter or the society will not be liable for any consequences or compensation on account of such changes/alterations/modifications.

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

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

(xxv) Not to slaughter or cause any injury to any animals either by the Allottee/s or through any other person in common areas of the said



  
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 Promoter

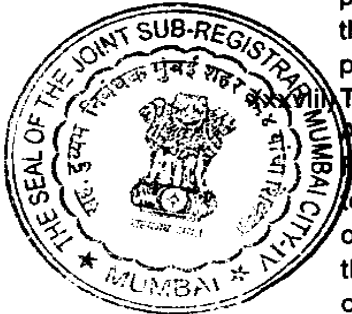
  
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 Allottee

Building/Whole Project failing which, strict action will be taken by the Promoter/ Society and heavy penalty will be imposed.

- (xxvi) The Allottee(s) agrees and acknowledges that the Promoter has informed the Allottee(s) that for the completion of the Whole Project of development of the Larger Land, the Promoter is required to and the Promoter shall be entitled at all times, to carry out construction and/or any other allied work including completion work of the structures on the said Land and/or Larger Land, the Allottee(s) not only as a Allottee(s) of the said Premises, but also as a member or Managing Committee member of Society/Apex Body shall not at anytime, raise any objection, obstruction on any ground whatsoever, notwithstanding that there shall or may be any perceived or actual nuisance, annoyance and inconvenience that could arise during the construction and/or any other allied work including completion work of the structures on the said Land and/or Larger Land. The Allottee(s) and/or the Society/Apex Body shall not interfere with the rights, powers and authorities of the Promoter in respect of implementing the scheme of development of the said Land and/or Larger Land in any manner whatsoever. The Allottee(s) hereby undertakes to co-operate with and render all assistance to the Promoter in respect of the development of the said Land and/or Larger Land.

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- (xxvii) The Allottee/s shall be entitled to avail loan from a bank/financial institution and to mortgage the said Premises by way of security for repayment of the said loan to such Bank only with the prior written consent of the Promoter. The Promoter will grant their no-objection, whereby the Promoter will express its no-objection to the Allottee/s availing of such loan and mortgaging the said Premises with such bank/financial institution, provided however, the Promoter shall not incur any liability/obligation for repayment of the monies so borrowed by the Allottee/s and/or any monies in respect of such borrowings including interest and cost and such mortgage in favour of such bank/financial institution shall be subject to the Promoter's first lien and charge on the said Premises in respect of the unpaid amounts payable by the Allottee/s to the Promoter under the terms and conditions of this Agreement. The Promoter will issue the said no-objection letter provided that the concerned bank/financial institution agrees to make payment of the balance purchase price of the said Premises directly to the Promoter as per the schedule of payment of the purchase price provided in this Agreement.



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

- (xxix) The Allottee/s hereby indemnifies and shall keep indemnified the Promoter from and against all claims, costs, charges, expenses,

  
Promoter

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Allottee



damages and losses which the Promoter may suffer due to any action that may be initiated by the Bank/Financial institution on account of such loan or for recovery of loan on account of any breach by the Allottee/s of the terms and conditions governing the said loan and the Allottee undertakes to reimburse the same to the Promoter without any delay or demur or default.

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

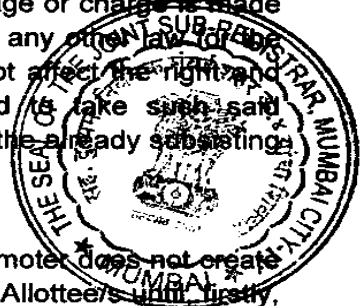
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24. The Promoter shall maintain a separate account in respect of sums received from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Society or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

25. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or the Real Estate Project or the Larger Land and/or any buildings/towers/ wings as may be constructed thereon, or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Promoter as hereinbefore mentioned until the Society Transfer and the Apex Body Transfer, as the case may be.

26. **Promoter shall not mortgage or create a charge:**

After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such said Premises. Provided however, that nothing shall affect the already subsisting mortgage/charge created over the said Premises.



27. **Binding Effect:**

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until firstly, the Allottee/s signs and delivers this Agreement with all the Schedules and Annexes along with the payments due as stipulated in the Payment Schedule specified in Annexure "11", within 30(thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Office of the Sub-Registrar of Assurances as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30(thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15(fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking,

  
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amount shall be returned to the Allottee/s without any interest or compensation whatsoever.

**28. Entire Agreement:**

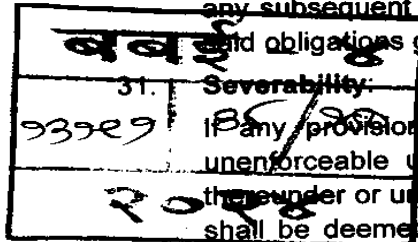
This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, booking form, letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Premises, as the case may be.

**29. Right to Amend:**

This Agreement may only be amended through written consent of the Parties.

**30. Provisions of this Agreement applicable to the Allottee/subsequent allottees:**

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



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

**32. Waiver:**

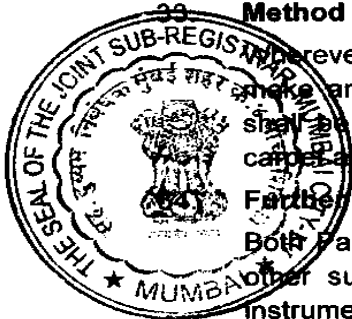
Any delay or indulgence by the Promoter in enforcing any of the terms of this Agreement or forbearance or giving of time to Allottee/s shall not be a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by Allottee/s nor shall such forbearance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

**Method of calculation of proportionate share:**

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

**Further Assurances:**

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



  
Promoter

  
Allottee

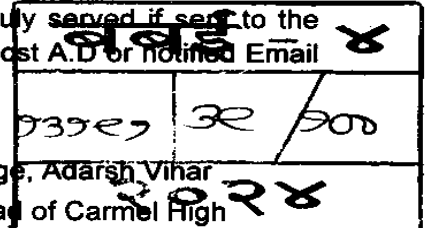
**35. Place of Execution:**

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

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

**37.** All notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Courier or Registered Post A.D or Notified Email ID at their respective addresses specified below:

Allottee/s : <b>Geeta Sudhir Nair</b>	
Address : A-12, Rustomjee Adarsh Heritage, Adarsh Vihar Complex, Off Marve Road, Ahead of Carmel High School, Malad (W), Mumbai - 400 064.	
Notified Email ID : drgeetanair@gmail.com	
Promoter : <b>SWAYAM REALTORS AND TRADERS LLP,</b>	
Address : Byculla Division, Khatau Mill Compound, (Correspondence) Bapurao Jagtap Marg, Near Fire Brigade, Byculla (West), Mumbai- 400 008	
Notified Email ID : customercare@montesouth.in	



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

**38. Joint Allottees:**

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to be considered as properly served on all the allottees.


**39. Stamp Duty and Registration Charges:**

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

The stamp duty and the registration charges and other incidental charges to this Agreement shall be borne and paid by the Allottee/s. In the event, any liability towards the Stamp Duty arises in future, the Allottee/s shall be liable to bear the same. The Allottee/s shall at his/her/their cost and expenses, lodge this Agreement before the concerned Sub-Registrar of Assurances within the time prescribed by the Registration Act, 1908 and after due notice on this regard the Promoter shall attend such office and admit the execution thereof.

**OR**

The stamp duty upto an amount of Rs.NIL/- (Rupees NIL Only) shall be borne and paid by the Promoter and the Allottee/s shall be liable for payment of any

  
Promoter



  
Allottee

amount over and above the above mentioned amount in the event any liability towards the Stamp Duty arises in future. The Registration Charges will be borne and paid by the Allottee/s. The Allottee/s shall lodge this Agreement before the concerned Sub-Registrar of Assurances within the time prescribed by the Registration Act, 1908 and after due notice in this regard the Promoter shall attend such office and admit the execution thereof and bear all other incidental charges in respect thereof if any.

40. **Dispute Resolution:**

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

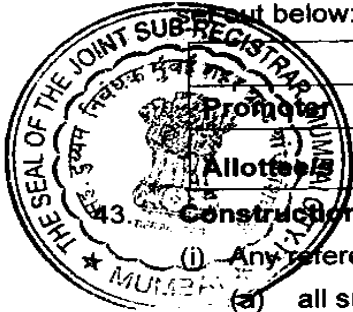
41. **Governing Law:**

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

42. **Permanent Account Numbers:**

Details of the Permanent Account Numbers of the Promoter and Allottee/s are set out below:-

Party	PAN
Promoter	ACEFS2816A
Allottee/s	AABPN4892N



**Construction of this Agreement:**

(i) Any reference to any statute or statutory provision shall include:-

- (a) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and
- (b) any amendment, modification, re-enactment, substitution or consolidation thereof (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment, substitution or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted, substituted or consolidated) which the provision referred to has directly or indirectly replaced;

- (ii) Any reference to the singular shall include the plural and vice-versa;
- (iii) Any references to the masculine, the feminine and/or the neuter shall include each other;
- (iv) The Schedules and Annexes form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it;
- (v) References to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;

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Promoter

  
Allottee

- (vi) Each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
- (vii) References to a person (or to a word importing a person) shall be construed so as to include:
  - (a) An individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality/separate legal entity); and
  - (b) That person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**(description of the said Larger Land)**

**Part A**  
**(Freehold Land)**

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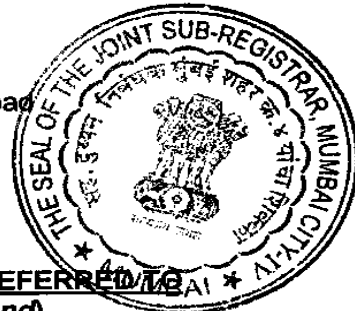
All those pieces and parcels of freehold land admeasuring, in the aggregate, 37,504.84 square meters (as per the Property Register Cards) and bearing (i) C.S. No.1798(part) admeasuring 23,257.72 square meters, (ii) C.S.No.16/1840 admeasuring 4,416.42 square meters and (iii) C.S.No.1841(part) admeasuring 9,890.7 square meters of Byculla Division, Khatau Mill Compound, Bapurao Jagtap Marg, Near Fire Brigade, Byculla (West), Mumbai- 400 008.

**(Part B)**  
**(Leasehold Land)**

All those pieces and parcels of leasehold land admeasuring, in the aggregate, 11,858 square meters (as per the Property Register Cards) and bearing (i)C.S.No.1798(part) admeasuring 8,710.8 square meters and (ii)C.S.No.1841(part) admeasuring 3,147.2 square meters of Byculla Division, Khatau Mill Compound, Bapurao Jagtap Marg, Near Fire Brigade, Byculla (West), Mumbai- 400 008.

The Larger Land is bounded as follows:-


- On or towards the north : Hafiz Ali Bahadur Road
- On or towards the west : Khan Mohammad Salim Road
- On or towards the south : Meghraj Seth Road
- On or towards the east : Bapurao Jagtap Marg



**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(description of the said Land)**

All that Land bearing admeasuring 1475.70 sq.mts., being portion of C.S. No.1841 of Byculla Division, Khatau Mill Compound, Bapurao Jagtap Marg, Near Fire Brigade, Byculla (West), Mumbai- 400 008 being the portion of Larger Land as mentioned in the First Schedule hereinabove.

  
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 Promoter

  
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 Allottee

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**(description of the said Premises)**

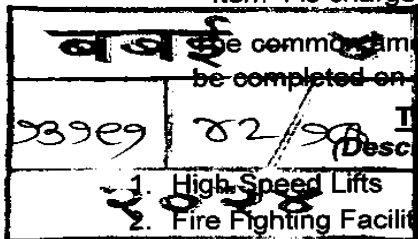
All the right, title and interest in the Flat/Premises No.A2706 admeasuring 108.22 square meters RERA carpet area, in 'A' Wing, on the 27<sup>th</sup> floor in the Real Estate Project known as "Monte South Titlis-1" in the Building known as "Monte South Titlis" in the Whole Project known as "Monte South" situate at Byculla Division, Khatau Mill Compound, Bapurao Jagtap Marg, Near Fire Brigade, Byculla (West), Mumbai- 400 008 to be constructed/constructed on the said Land as mentioned in the Second Schedule hereinabove alongwith One number of Car Parking Slot/s.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**(Description of Amenities of Whole Project)**

**COMMON AMENITIES**

1. Paved Access.
2. Recreation space, landscaped garden with Jogging track, Play Park equipments at Podium Level and Concrete paving all around the building.
3. Grand Entrance Gate.
4. \* Membership to Club House with Health Club, Swimming Pool, Gymnasium, Indoor Games.
5. Well designed compound walls and Security gates shall be provided.

\* Item 4 is chargeable as mentioned in this Agreement.



The common amenities as mentioned in this Schedule for the Whole Project shall be completed on completion of the Whole Project.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**  
**(Description of Common Amenities of the said Building)**

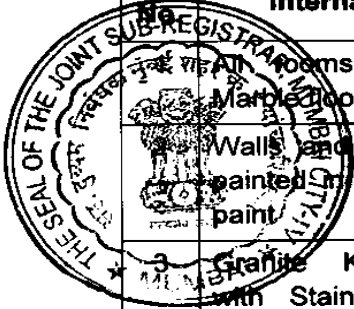
1. High Speed Lifts
2. Fire Fighting Facility

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

**THE SIXTH SCHEDULE ABOVE REFERRED TO**  
**(Description of Internal amenities of the said Premises)**

**INTERNAL AMENITIES (alongwith branding and pricing details):**

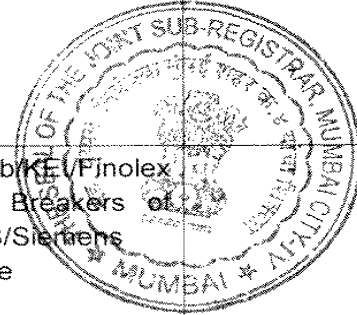
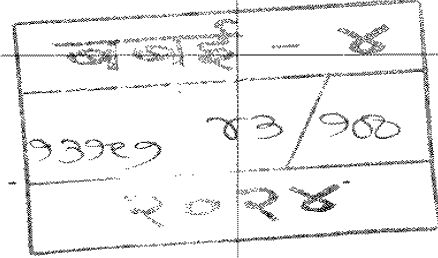
Sr.	Internal Amenities	Brand	Price
1	Rooms with Imported Marble flooring.	Beige colour or make equivalent	Rs. 230/- Sq.ft
2	Walls and ceiling shall be painted in Acrylic Emulsion paint	Make Godavari/Asian Paint/ Berger/Nitco or equivalent	Rs.12/- Sq.ft.
3	Granite Kitchen platform with Stainless Steel Sink shall be provided	SS 304 Satin Finish /Franke, Nirali, Carysil, Diamond and equivalent make.	Rs.4,500/- Per No.
4	Kitchen wall above platform shall be finished with tiles upto Door lintel lvl	Size 600 x 300 MM tile, make Simpolo, Johnson, Nitco, Somany, Kajaria or equivalent	Rs. 45/- Sq.ft.
5	All the Toilets shall be	Size 600x1200, make Simpolo,	Rs. 120/-





\_\_\_\_\_  
Promoter

\_\_\_\_\_  
Allottee

	Designer Toilet with ceramic tiles	Johnson, Nitco, Somany, Kajaria or equivalent	Sq.ft.
6	All the Toilets shall have concealed plumbing with I.S.I. quality fittings.	-	-
7	All the Flats/Premises shall have geyser in all toilet for hot water facility. ISI make sanitary ware & CP fitting	Gyser /Boiler make:-Spherehot/Venus/Racold/Jaquar/Rocket and Equivalent. CP fitting & Sanitary ware make Vitra/Roca/Jaquar/Cera/parryware and equivalent.	For 25 Ltr Boiler Rs.* 6000/- per No and For 1 lit Gyser Rs. 2500/- Per No.
8	All the windows shall be made of powder coated Aluminum heavy sections	Jindal/Hindustan Aluminium/Bonco/Global and Equivalent	-
9	All the door frames shall be made of Teak Wood and all living & bed room shutters shall be Solid core flush doors with both side veneer, natural matt polish finish, toilet door shutters shall be flush doors with both side laminate finish.	(a) Hot Pressed solid core Main Door Shutter 45 mm thk, (b) Bedroom/Toilet door 35 mm thk of Kalpataru/Shreeji/Sanghavi/Sunrise and equivalent make.	(a) Main Door: Rs. 290/- Sq.ft. (b) Bedroom/ Toilet: Rs. 216/- Sq.ft.
10	Intercom system at security gate for the communication in each flat shall be provided. M.T.N.L./B.S.N.L/other service provider telephone wiring shall be concealed.		
11	Provision for T.V. cable connections in each flat shall be provided with concealed Plug points.		
12	All the Electrical wiring shall be concealed and of Copper wire. Circuit Breakers shall be provided in place of Fuses	Wire of Polycab/KEI/Finolex make and Circuit Breakers of L&T/Schneider/ABB/Siemens and equivalent make	



  
Promoter

  
Allottee

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

SIGNED, SEALED AND DELIVERED ) For Swayam Realtors And Traders LLP  
by the withinnamed "Promoter" )  
Swayam Realtors And Traders LLP )



*Dwarkanath*

through its Authorized Signatory ) Authorized Signatory/Director

MR. DWARKANATH K. RAO ) For Swayam Realtors And Traders LLP



*Anoj*

Mr Anoj M. Gamaze ) Authorized Signatory/Director

in the presence of ..... )

1. Deepali P. Dhanu

2. Gehna A.

SIGNED AND DELIVERED )  
by the withinnamed the "Allottee/s" )

Geeta Sudhir Nair )

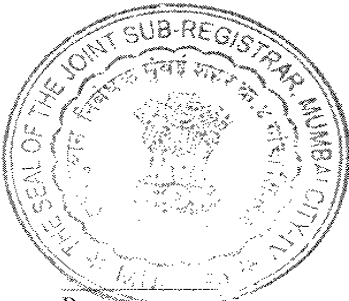
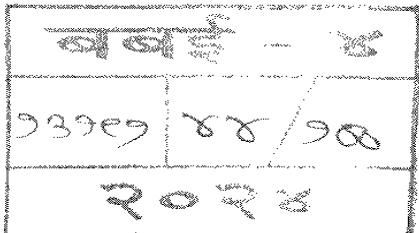
*Geeta*



in the presence of ..... )

1. Deepali P. Dhanu

2. Gehna A.



Promoter

Allottee



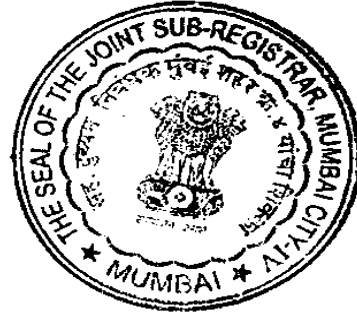
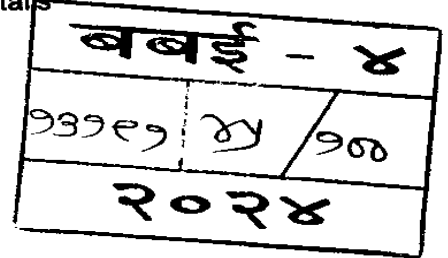
**List of Annexures**

- Annexure "1"** - Receipt
- Annexure "2"** - Sanctioned Layout Plan
- Annexure "3"** - Intimation of Disapproval dated 6<sup>th</sup> October, 2010 bearing reference No.E.B./CE/EB/5709/E/A/BS/A issued by the MCGM
- Annexure "4"** - Commencement Certificate dated 13<sup>th</sup> December, 2013 bearing reference No.EEBPC/5709/E/A issued by MCGM and amended from time to time
- Annexure "4A"** - Copy of Part Occupancy Certificate/Full Occupancy Certificate issued by MCGM
- Annexure "5"** - Details of revised/amended approvals/permissions
- Annexure "6"** - The authenticated copies of the Property Register Cards
- Annexures "7" & "7A"** - Title Report issued by Wadia Ghandy & Co. dated (Colly.) 7<sup>th</sup> July, 2014 and further Addendum/s to Title Report
- Annexure "8"** - Details of Mortgage
- Annexure "9"** - Whole Project and Real Estate Project Details
- Annexure "10"** - Sanctioned Floor Plan
- Annexure "11"** - Premises and Transaction Details
- Annexure "12"** - RERA Certificate
- Annexure "13"** - Proposed Layout Plan

*[Handwritten signature]*

*[Handwritten mark]*

*[Handwritten signature]*



\_\_\_\_\_  
Promoter

\_\_\_\_\_  
Allottee

**ANNEXURE "1"**

**RECEIPT**

Rs.40,44,756/- (Rupees Forty Lakh Forty Four Thousand Seven Hundred and Fifty Six Only) being the part price / consideration in respect of sale of the said Premises hereinabove mentioned as follows:

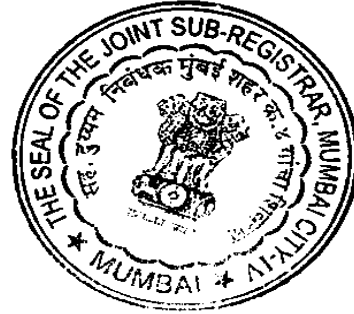
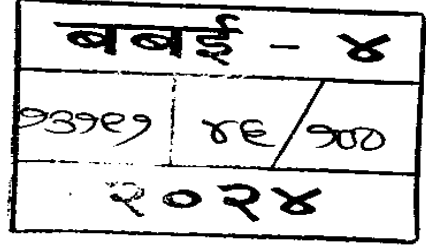
Sr. No.	Cheque No.	Cheque Date	Bank	Amount (Rs.)
1	000024	14-06-2024	HDFC Bank	40,44,756/-
Total				40,44,756/-

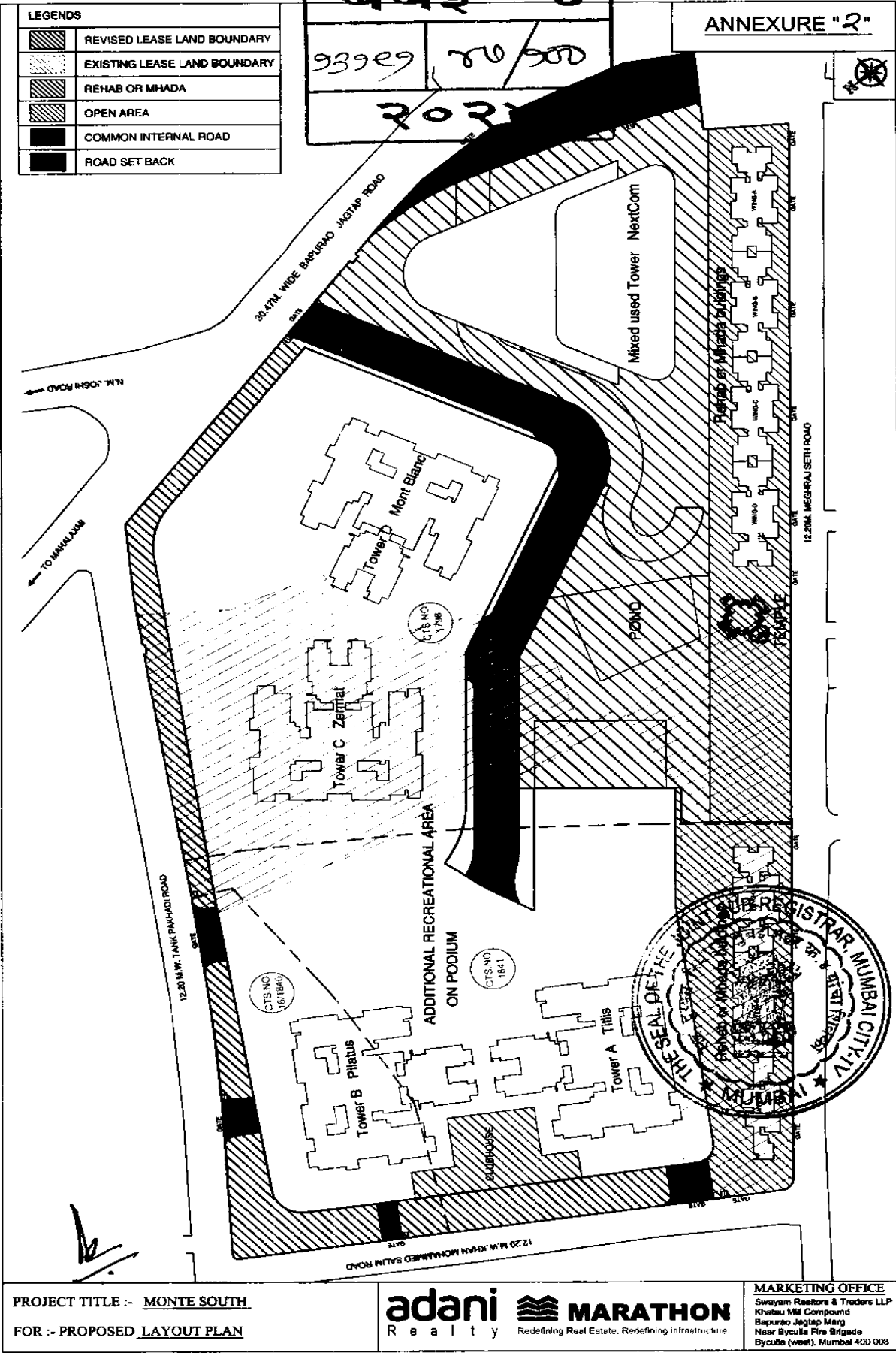
We Say Received  
For Swayam Realtors and Traders LLP

*[Signature]* 1 *[Signature]* 2  
Authorized Signatory

Witness:

- [Signature]*
- [Signature]*





*G. Jain*

Form 346  
88

In reply please quote No. and date of this letter.

Intimation of Disapproval under Section 346 of the Mumbai Municipal Corporation Act, as amended up to date. E. S. J. Proposal (City-II) Ward, Municipal Office, 3rd Floor, 18, S. K. Hafkadi Marg, Byculla, Mumbai - 400 088.

No. E.S.J.P./5709/E/BSA of 200 - 200

MEMORANDUM  
M/s. Shriya Realtors & Traders Ltd.  
Karatika Street,  
Ganpatrao Kadam Marg,  
Lower Parel, Mumbai

Municipal Office,  
Mumbai 5/12/2000

With reference to your Notice, letter No. 2422 dated 14.12.2000 and delivered on 01.02.2001 and the plans, Sections Specifications and Description and further particulars and details of your buildings as per the plans on Plot bearing C.A. No. 1784, situated at Karatika Street, Lower Parel, Mumbai - 400 088, which were submitted to me under your letter, dated 16/12/2000, I have to inform you that I have disapproved the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Bombay Municipal Corporation Act as amended up-to-date, my disapproval by the following reasons:-

**1. THAT THE FOLLOWING CONDITIONS TO BE COMPLIED WITH BEFORE COMMENCEMENT OF THE WORK UP TO PLINTH LEVEL.**

1. That the commencement certificate under Section 440B(1)(a) of the M.R.T.P. Act will not be obtained before starting the proposed work.
2. That the builder / developer / owner shall not prepare a 'debris management plan' showing the prospective quantum of debris likely to be generated, arrangements for its proper storage at the site, transportation plan of the agency appointed for the same, with number and registration numbers of vehicles to be employed and the final destination where the debris would be unloaded by them and submit the same to the Zonal Executive Engineer of S.W.M. Department and the same shall not be got approved before demolition of existing building or commencing any construction activity.
3. That the compound wall is not constructed on all sides of the plot clear of the road widening line 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 before starting the work as per D.C. Regulation No.36(27).

BPC2E-6706

4. That the building shall not be filled up to a reduced level of at least 92 T.H.D. or 6' above adjoining road level whichever is higher with murrum, earth, boulders, etc. and will not be leveled, rolled, consolidated and compacted on the road side before starting the work.
5. That the specifications for Street Light, access road, development of setback land will not be obtained from E.E. Road (Construction) (City) before starting construction work and the access road and setback land will not be developed accordingly including providing street lights and S.W.D. the completion certificate will not be obtained from E.E. (C.C./E.E. (S.W.D.)) of City before submitting building completion certificate.
6. That the structural engineer will not be appointed. Supervision memo as per Appendix VI (Regulation 5(7) (b)) will not be submitted by him.
7. That the structural design and calculations for the proposed work accounting for seismic analysis as per relevant I.S. Code and for existing building showing adequacy thereof to take up additional load along with bearing capacity of the soil shall not be submitted before C.C.
8. That the regulated/proposed lines and reservation will not be got demarcated at site through A.E. Survey / E.E. (T.C.) / E.E. (P.P.) / D.L.R. before applying for C.C.
9. That the sanitary arrangements shall not be carried out as per Municipal Specifications, and drainage layout will not be submitted before C.C.
10. That the Registered Undertaking and additional copy of plan shall not be submitted for agreeing to hand over the setback land free of compensation and that the setback handing over certificate will not be obtained from Ward officer before demanding C.C. and that the ownership of the setback land will not be transferred in the name of M.C.C. before C.C.
11. That the indemnity Bond indemnifying the Corporation for damages, risks, accidents, to the occupiers and an Undertaking regarding no nuisance will not be submitted before C.C./starting the work.
12. That the existing structure proposed to be demolished will not be demolished or necessary Phase Programme with agreement will not be submitted and not approved before C.C. subject to withdrawal of Notice under section 344-A by Monitoring Committee.
13. That the requirements of N.O.C. of C.F.O. / E.E. (T.C.) will not be obtained & the requirements, if any, will not be complied with before plinth C.C. in respect of the proposed building.
14. That the basement will not comply with the Basement Rules and Regulation and Registered Undertaking for not matching the basement will not be submitted before C.C.

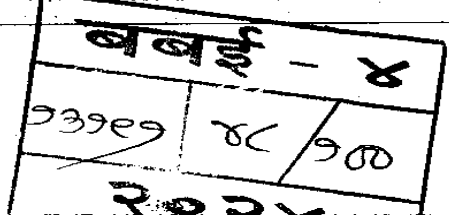
BPC2E-6706

- ( ) That proper gutters and down pipes are not intended to be put to prevent water dropping from the eaves of the roof on the public street.
  - ( ) That the drainage work generally is not intended to be executed in accordance with the Municipal requirements.
- Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the 22nd day of Decr. 2001, but not so as to contravene any of the provision of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time in force.
- Your attention is drawn to the Special Instructions and Note accompanying this Intimation of Disapproval.

Executive Engineer, Building Proposals,  
Zone, City - 23  
Works.

**SPECIAL INSTRUCTIONS**

- (1) THIS INTIMATION GIVES NO RIGHT TO BUILD UP GROUND WHICH IS NOT YOUR PROPERTY.
  - Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Mumbai has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.
  - Under Byelaw, No. 8 of the Commissioner has fixed the following levels:-  
Every person who shall erect or new domestic building shall cause the same to be built to that every part of the building shall be:-  
(a) Not less than 2 feet (60 cms.) above the centre of the adjoining street at the nearest point at which the drain from the building crosses the street.  
(b) Not less than 2 feet (60 cms.) above every portion of the ground within 5 feet (160 cms.) of such building.  
(c) Not less than 2 feet (60 cms.) above the level of the ground level.  
(4) Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act from the earliest possible date in the current year in which the completion or occupation is detected by the Assessor and Collector's Department.
  - Your attention is further drawn to the provision of Section 353-A about the necessity of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance under Section 471 if necessary.
  - Proposed date of commencement of work should be commensurate as per requirements of Section 347(1)(a) of the Bombay Municipal Corporation Act.
  - One more copy of the block plan should be submitted for the Collector, Mumbai Suburbs District.
  - Necessary permission for Non-agricultural use of the land shall be obtained from the Collector Mumbai Suburban District before the work is started. The Non-agricultural assessment shall be paid at the site that may be fixed by the Collector, under the Land Revenue Code and Rules thereunder.
- Attention is drawn to the notes accompanying this Intimation of Disapproval.



15. That the qualified Registered Structural Engineer will not be appointed before applying for C.C.
- That the Clearance Certificate from A.E. M.V. Ward shall not be submitted before submission of C.C. plan.
- That the true copy of the sanctioned layout of subdivision/ amalgamation approved under No. EB/4820/EA dated 08.08.2000 along with the T. & C. sheet will not be submitted before C.C.
- That the sanctioned layout of subdivision/ amalgamation approved before C.C. shall be submitted to the Ward Officer for approval before C.C.
- That the sanctioned layout of subdivision/ amalgamation approved before C.C. shall be submitted to the Ward Officer for approval before C.C.
- Development charges for the proposed work shall be paid before C.C. a. Below ground works. b. Above ground works.
- That the Registered Undertaking and additional copy of plan shall not be submitted for agreeing to hand over the setback land free of compensation and that the setback handing over certificate will not be obtained from Ward officer before demanding C.C. and that the ownership of the setback land will not be transferred in the name of M.C.C. before C.C.
- That the indemnity Bond indemnifying the Corporation for damages, risks, accidents, to the occupiers and an Undertaking regarding no nuisance will not be submitted before C.C./starting the work.
- That the existing structure proposed to be demolished will not be demolished or necessary Phase Programme with agreement will not be submitted and not approved before C.C. subject to withdrawal of Notice under section 344-A by Monitoring Committee.
- That the requirements of N.O.C. of C.F.O. / E.E. (T.C.) will not be obtained & the requirements, if any, will not be complied with before plinth C.C. in respect of the proposed building.
- That the basement will not comply with the Basement Rules and Regulation and Registered Undertaking for not matching the basement will not be submitted before C.C.
- That the footpath in front of plot shall not be repaired/rectified once in a year or before occupation whichever is earlier.

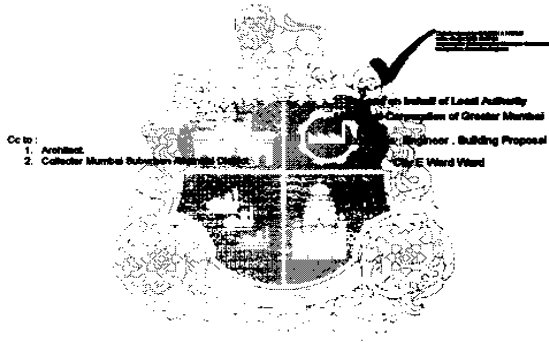
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Remark :

This C.C. is issued upto plinth i.e. up to top of service floor for wing 'C' as per amended plan dated 16.08.2021.



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२०२४	



Annexure 4A

MUNICIPAL CORPORATION OF GREATER MUMBAI  
APPENDIX XXII  
PART OCCUPANCY CERTIFICATE  
[EB/5709/E/A/OCC/1/New of 01 April 2021]

To,  
M/s. Swayam Realtors & Traders LLP  
Marathon Futurex , N. M. Joshi Marg, Lower Parel, Mumbai-400008.

Dear Applicant/Owners,

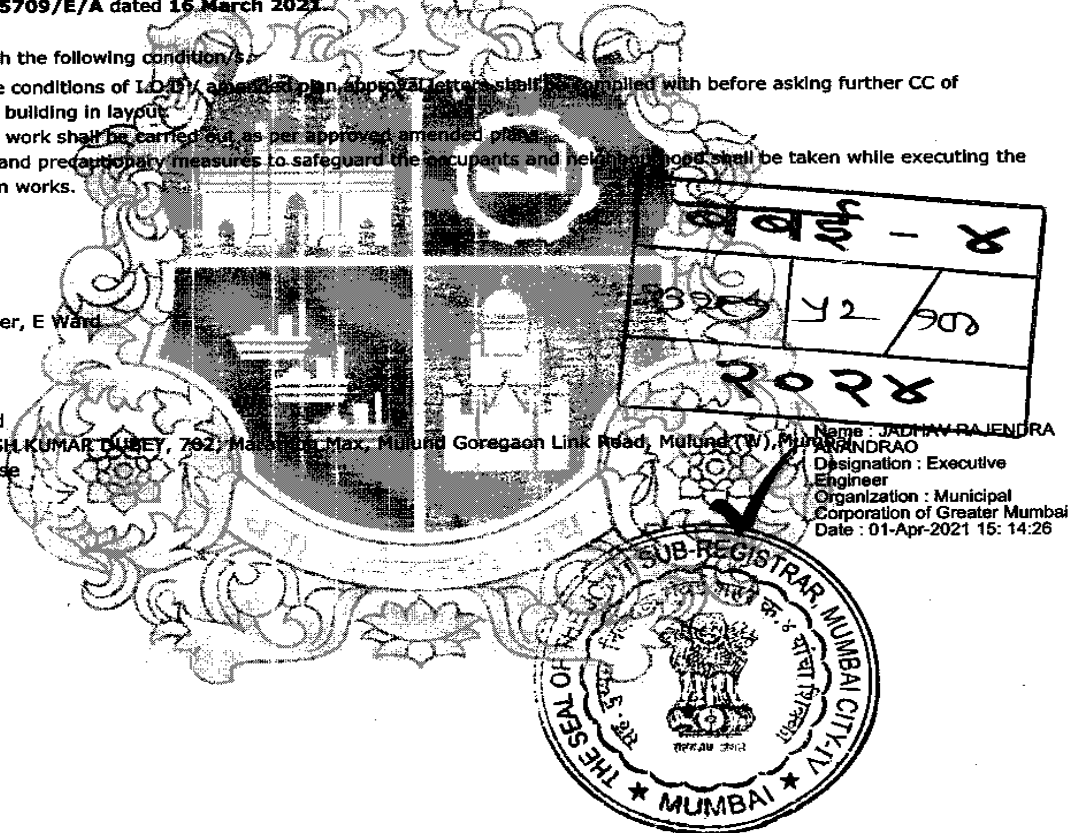
The Part 1 development work of Resi+comm building comprising of 1 level basement (Part), Lower Ground (Part), Upper Ground Floor (Part), 1st to 4th (part) podium, 5th to 8th floor staircase, lift, lift lobby core, Service floor (between 8th floor and 9th floor), 9th floor to 39th upper floor on plot bearing C.S.No./CTS No. 1798, 16/1840 & 1841 of Division Byculla at B J marg is completed under the supervision of Shri. SANTOSH KUMAR DUBEY , Architect , Lic. No. CA/2004/33133 , Shri. Girish Purushottam Dravid , RCC Consultant, Lic. No. STR/D/59 and Shri. Kishor S. Raorane , Site supervisor, Lic.No. R/43/SS-1 and as per development completion certificate submitted by architect and as per completion certificate issued by Chief Fire Officer u/no. EB/5709/E/A dated 16 March 2021.

It can be occupied with the following condition/s:

- 1) That all the balance conditions of L.O.P. approval plan approval letters shall be complied with before asking further CC of remaining wing of the building in layout.
- 2) That the remaining work shall be carried out as per approved amended plan.
- 3) That all the safety and precautionary measures to safeguard the occupants and help in fire proof shall be taken while executing the remaining construction works.

Copy To :

1. Asstt. Commissioner, E Ward
  2. A.A. & C. , E Ward
  3. EE (V), City
  4. M.I. , E Ward
  5. A.E.W.W. , E Ward
  6. Architect, SANTOSH KUMAR DUBEY, 702, Max, Mulund Goregaon Link Road, Mulund (W), Mumbai
- For Information please



Yours faithfully  
Executive Engineer (Building Proposals)  
Municipal Corporation of Greater Mumbai  
E Ward





**ANNEXURE "5"**  
**(Details of Revised/Amended Approvals/Permissions)**

बवई - ४	
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**1. Details of Commencement Certificate ("CC"):**

- a) Municipal Corporation of Greater Mumbai ("MCGM") has issued a Commencement Certificate bearing No.EB/5709/E/A dated 7<sup>th</sup> May, 2015 for till top of 8<sup>th</sup> Podium Floor for part of the said Building.
- b) MCGM has been granted CC for upto 37<sup>th</sup> floor (part) of the said Building as per amended approval dated 6<sup>th</sup> April, 2016.
- c) MCGM has been granted CC for upto 44<sup>th</sup> floor of the said Building as per amended approval dated 12<sup>th</sup> June, 2017.
- d) MCGM has been granted CC for upto 45<sup>th</sup> (part) upper floor and for 46<sup>th</sup> to 54<sup>th</sup> floor for staircase, lift, lift lobby of the said Building as per amended approval dated 27<sup>th</sup> July, 2018.
- e) MCGM has further extended CC dated 5<sup>th</sup> January, 2022 for upto 58<sup>th</sup> floor and further extended upto 64<sup>th</sup> floor on 24<sup>th</sup> August, 2022 of the said Building. A copy of the Commencement Certificate is annexed hereto and marked as Annexure "4".

**2. Details of Occupation Certificate ("OC"):**

- a) MCGM has issued Part Occupancy Certificate dated 1<sup>st</sup> April, 2021 bearing reference no.EB/5709/E/A/OCC/1/New is granted for Building 'Monte South Tittlis' for 1 level basement (Part), Lower Ground (Part), Upper Ground Floor (Part), 1<sup>st</sup> to 4<sup>th</sup> (part) podium, 5<sup>th</sup> to 8<sup>th</sup> floor staircase, lift, lift lobby core, service floor (between 8<sup>th</sup> floor and 9<sup>th</sup> floor), 9<sup>th</sup> floor to 39<sup>th</sup> upper floor on the terms and conditions stated therein. The Part Occupancy Certificate for the said Building is granted from time to time. A copy of Part Occupancy Certificate is annexed hereto and marked as Annexure "4A".



**3. Details of Amended Layout Plans:**

- a) By and under a letter dated 18<sup>th</sup> August, 2021 bearing No.EB/5709/E/A/337/7/Amend addressed by MCGM, MCGM has granted its approval to the Amended Layout Plans with respect to the said Building on the terms and conditions more particularly mentioned therein.

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten mark]*

Joint Sub-Registrar, Mumbai City - IV  
 Form No. 10  
 1-1-2011

**1. Name of the Property**  
 1.1. Name of the Property: ...  
 1.2. Address of the Property: ...

**2. Name of the Applicant**  
 2.1. Name: ...  
 2.2. Address: ...

**3. Description of the Property**  
 3.1. Description: ...  
 3.2. Area: ...

**4. Details of the Property**  
 4.1. Details: ...  
 4.2. Details: ...

**5. Declaration**  
 I, the undersigned, do hereby declare that the above-mentioned property is the property of the applicant and that the applicant is the owner of the property and that the property is free from all encumbrances and that the applicant is not aware of any other person claiming an interest in the property.

**6. Signature of the Applicant**  
 Signature: ...  
 Date: ...

**7. Signature of the Joint Sub-Registrar**  
 Signature: ...  
 Date: ...

बबई - ४  
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 २०२४

**1. Details of the Property**  
 1.1. Name of the Property: ...  
 1.2. Address of the Property: ...

**2. Details of the Applicant**  
 2.1. Name: ...  
 2.2. Address: ...

**3. Declaration**  
 I, the undersigned, do hereby declare that the above-mentioned property is the property of the applicant and that the applicant is the owner of the property and that the property is free from all encumbrances and that the applicant is not aware of any other person claiming an interest in the property.

**4. Signature of the Applicant**  
 Signature: ...  
 Date: ...

**5. Signature of the Joint Sub-Registrar**  
 Signature: ...  
 Date: ...

**6. Stamp of the Joint Sub-Registrar, Mumbai City - IV**

**7. Assistant Sub-Registrar, Mumbai City - IV**  
 Assistant Sub-Registrar, Mumbai City - IV  
 City Survey Office No. 175, Mumbai.

**8. Date of Issue**  
 13 OCT 2022

1. Serial No.	2. Name of Street or Locality	3. Street No.	4. Locality or Survey No.	5. Block	6. Area in Sq. Yards	7. Location Survey No.	8. Collector's No. (if any)
100	STREET NO. 100	100	100	100	100	100	100

9. Name of Person in Possession	10. Date of Acquisition by Original Owner	11. Description of Title
100	100	100

12. Name of Public Body or Officer	13. Name of Public Body or Officer	14. Name of Public Body or Officer	15. Name of Public Body or Officer
100	100	100	100

16. Remarks	17. Remarks
100	100

Date of Application for Registration  
13 OCT 2022

REGISTRATION ACT, 1908  
Form No. 100



This Extract of City Register issued under the special application only.

Assistant Superintendent Comm. City Survey Office No. 172, Mumbai.

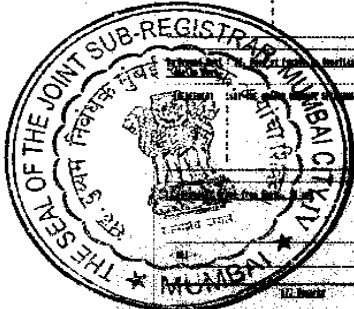
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२०२४

1. Serial No.	2. Name of Street or Locality	3. Street No.	4. Locality or Survey No.	5. Block	6. Area in Sq. Yards	7. Location Survey No.	8. Collector's No. (if any)
100	STREET NO. 100	100	100	100	100	100	100

9. Name of Person in Possession	10. Date of Acquisition by Original Owner	11. Description of Title
100	100	100

12. Name of Public Body or Officer	13. Name of Public Body or Officer	14. Name of Public Body or Officer	15. Name of Public Body or Officer
100	100	100	100

16. Remarks	17. Remarks
100	100



FORM - 100/20  
REGISTRATION OF THE INSTRUMENT  
REGISTRATION & MUTATION, MUMBAI  
REGISTRATION & MUTATION, MUMBAI  
REGISTRATION & MUTATION, MUMBAI

Date of Instrument: 03 OCT 2022  
Date of Issue: 13 OCT 2022



Joint Sub-Registrar, Mumbai  
City Survey Office No. 1/2, Mumbai

बबई - ४	
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२०२४	





# WADIA GHANDY & Co.

ADVOCATES, SOLICITORS & NOTARIES  
11, M. Vaidya Building, 22, Malabar Street, Chennai - 600 008, India  
Tel: 43 22 2244, 43 22 2245, 43 22 2246, 43 22 2247, 43 22 2248  
Fax: 43 22 2249, 43 22 2250, 43 22 2251, 43 22 2252

MCOA/10008/Case/2014

7<sup>th</sup> July, 2014

**TITLE SHEET**

To,

**SHANTANU BANERJEE AND TRISTAN LLP**  
Mandarin Flats,  
11/1, Anna Salai,  
Lower Park,  
Mumbai 400002

Attn: Mr. MAYUR BHAI AND MR. CHITRA BHAI

Re: All those plots or parcels of land bearing Colonial Survey Nos. 1798, 1875B and 2081 of Specific Sections adjoining to opposite side of the road or thoroughfare situated at Specific of the Junction of Tank Pehad and Vaidya Street in the City and Island and registration Sub-District of Bombay (the said Land)

We have been requested by our client, Shantanu Banerjee and Tristan LLP, comprising Adani Infrastructure and Development Private Limited and Mandarin Flats Realty Limited as its partners ("SNTL") to investigate the title of SNTL to the said Land. SNTL was formerly a public limited company by the name of Shantanu Banerjee and Tristan Limited. Subsequently, Shantanu Banerjee and Tristan Limited was converted into Shantanu Banerjee and Tristan LLP pursuant to the applicable provisions of the Limited Liability Partnership Act, 2008. The certificate of registration of Shantanu Banerjee and Tristan LLP was issued on 27<sup>th</sup> July 2012.

### A. INDEX

With respect to the investigation of title to the said Land, we have undertaken the following steps:

1. Perused the original title deeds (a list enclosed to set out in Part A of Annexure "A" hereto) with respect to the said Land and perused the deeds and documents on per the list set out in Part B of Annexure "A" hereto.

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Abroad | England | China | India | The D.M. | Pan | Region

Annexure - 7

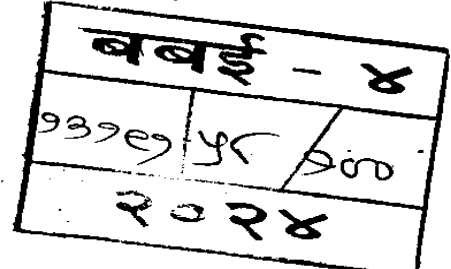
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2. Conducted searches to be undertaken at the Office of the Sub-Registrar of Assurances for a period of 77 years.
3. Examined the property register cards with respect to the said Land.
4. Conducted searches to be undertaken at the Registrar of Companies ("ROC") for SNTL and Khaitan Mahesh Opticals and Weaving Company Limited.
5. Examined the Development Plan permit with respect to the said Land.
6. With respect to the facts which cannot be ascertained from the examination of public records, SNTL and COPL have furnished information in that regard and the same is also mentioned in separate Declarations dated 27<sup>th</sup> June 2014 given by SNTL and Columbia Chemicals Private Limited ("COPL") respectively and we have relied upon the same.
7. We have issued public notices in two newspapers with respect to the said Land to invite objections and claims as specified herewith.

### B. DISCLOSURES

1. We have at the instructions of our client, conducted a title investigation of the said Land for the purpose of issuing this Report. It is expressly clarified that this Report is restricted only to ascertain the title and the nature of rights of our client to the said Land and does not address any other issue.
2. This Report necessarily depends on the documents furnished to us and the information provided to us during the course of our discussions and responses to our enquiries, being true, complete and accurate, which we have assumed to be the case.
3. For the purpose of this Report, we have through our search clerk, conducted searches at the Office of the Sub-Registrar of Assurances, Mumbai. However, searches at the Office of the Sub-Registrar of Assurances are subject to the availability of records and also to records being lost and mutilated. We, therefore, disclaim any responsibility for the consequences which may arise on

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account of such non-availability of records or an account of records being lost or mutilated.

4. For the purpose of this Report, we have also caused searches to be conducted of the records of the Registrar of Companies or specified jurisdictions. However, searches of the records of the Registrar of Companies are subject to the availability of records on the date of inspection. We therefore disclaim any responsibility for the consequences which may arise on account of such non-availability of records on the date of inspection.
5. We have not formed any opinion on the approvals and consents granted required from the concerned authorities for the development or construction on the said Land or any part thereof.
6. This Report has been prepared in accordance with and is subject to the terms of title.

### C. CHAIN OF TITLE

#### C.A. Sh. 1798 (Colonial Land)

1. By and under an instrument of Conveyance dated 6<sup>th</sup> January, 1878 executed between Dwarakadas Vasoojee of the First Part and Khaitan Mahesh of the Second Part and the Khaitan Mahesh Opticals and Weaving Company Limited (shares referred to as the said Company and hereinafter referred to as "SNTL") of the Third Part and registered with the Office of the Sub-Registrar of Assurances under Serial No. 5A of 1878, the said Dwarakadas Vasoojee at the request of the said Khaitan Mahesh granted and conveyed unto SNTL, all that place or parcel of land situate lying and being on the South Side of Vaidya Street in the Sub-District of Mumbai in the Island of Bombay comprising 16,382 square yards equivalent to 4,891.54 square meters or approximately bearing New Survey No. 3472 (Part A - Part Provincial Land) for the consideration and on the terms and conditions as mentioned therein.
2. By and under an instrument dated 27<sup>th</sup> March, 1908 executed between Mahanath Amabhatl Kulkarni of the One Part and SNTL of the Other Part and registered with the Office of the Sub-Registrar of Assurances under Serial

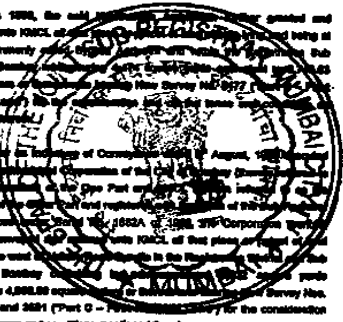
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No. 1179A 1898, the said place or parcel of land situate lying and being at Specific Sections adjoining to opposite side of the road or thoroughfare situated at Specific of the Junction of Tank Pehad and Vaidya Street in the City and Island and registration Sub-District of Bombay (the said Land) and we have relied upon the same.

3. By and under an instrument of Conveyance dated 2<sup>nd</sup> August, 1911 executed between Narandas Harjandas Chhaba, Parasdas Narandas, Moolraj Karandee, Parmarand Karandee and Trilokdas Karandee (being the minor sons of Narandas Harjandas Chhaba by their father and natural guardian) and Shantada (the widow and the heir of Dwarakadas Vasoojee) (shares referred to as the Vendors) of the First Part and Shantadas Khaitan of the Second Part and SNTL (shares referred to as the Company) of the Third Part and registered with the Office of the Sub-Registrar of Assurances under Serial No. 2028A of 1911, the Vendors therein granted unto the SNTL (a) all that situate place or parcel of land or ground situate lying and being on the South Side of the Vaidya Street in the Registration Sub-District and Island of Bombay comprising 8,018 square yards equivalent to about 8,523.49 square meters or approximately bearing Old Survey Nos. 322, 323 and 324 and New Survey Nos. 10474, 93473 and 10473 and (b) all that place or parcel of Provincial land situate on the west side of and adjoining the land described in (a) above situate in the Registration Sub-District and Island of Bombay comprising 104 square yards equivalent to 107.13 square meters or

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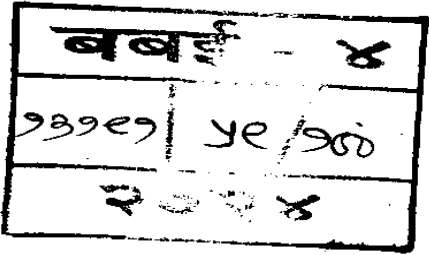


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hereabouts bearing Old Survey Nos. 320 and 321 and New Survey No. 39476 aggregating to 5,370.82 square meters (Part D - First Freehold Land) for the consideration and on the terms and conditions as mentioned therein.

- 6. The description of Part A - First Freehold Land, Part B - First Freehold Land, Part C - First Freehold Land and Part D - First Freehold Land reflects the earlier survey numbers. The Property Register Card in respect of Cadastral Survey No. 1788 reflects the title deeds in respect thereof namely (a) Indenture of Conveyance dated 1st January, 1978, (b) Indenture dated 23rd March, 1980, (c) Indenture of Conveyance dated 1st August, 1981 and therefore it can be ascertained that the earlier surveys mentioned are incorporated in Cadastral Survey No. 1788. The Property Register Card in respect of Cadastral Survey No. 1788, inter-alia, reflects a 'Conveyance DT. 6-4-6980 from Dhandan Venkay'. BRTL has declared that there is no title deed dated 1st January 1980 and the Property Register Card in respect of C.S. No. 1788 has inaccurately recorded the Indenture of Conveyance dated 1st January 1978 as 1st January 1980. In the circumstances, the said Property Register Card needs to be modified to reflect the correct date of the said Indenture of Conveyance dated 1st January, 1978.
- 6. By and under an Indenture of Conveyance dated 24th June, 1938 executed between the Municipal Corporation of the City of Bombay (herein referred to as the Corporation) of the First Part and Hon Hapa Tanshin (herein referred to as the Condonee) of the Second Part and KACL (herein referred to as the Purchaser) of the Third Part and registered with the Office of the Sub-Registrar of Assurances under Serial No. 5713 of 1938, the Municipal Corporation of the City of Bombay inter alia granted and conveyed unto KACL, Plot A aggregating 2,361.53 square yards equivalent to 1,894.21 square meters or thereabouts bearing New Survey No. 3478 (part) and Cadastral Survey No. 1788 (part) of Byculla Division (Part E - First Freehold Land) together with all the buildings and structures standing thereon for the consideration and on the terms and conditions as mentioned therein.
- 7. Part A - First Freehold Land, Part B - First Freehold Land, Part C - First Freehold Land, Part D - First Freehold Land and Part E - First Freehold Land aggregating to 24,887.1 square meters are hereinafter collectively referred to as "the First Freehold Land". As per the property register card for C.S. No.

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1788, the First Freehold Land aggregating 27,018 square yards equivalent to 23,288 square meters.

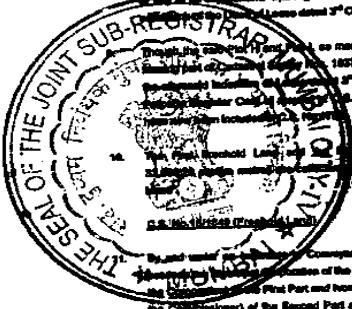
C.S. No. 1788 (Freehold Land)

- 8. By and under an Indenture of Lease dated 2nd October, 1928 executed between the Trustees for the Improvement of the City of Bombay (herein referred to as the Board) of the One Part and KACL (herein referred to as the Lessee) of the Other Part and registered with the Office of the Sub-Registrar of Assurances under Serial No. 5482 of 1928, the Trustees for the Improvement of the City of Bombay, inter alia, deeded unto KACL, all those nine pieces of lands aggregating to the approximate 18,418 square yards equivalent to 1,716.77 square meters or thereabouts being (a) Plot A aggregating 4,688 square yards equivalent to 4,294.69 square meters bearing New Survey No. 3478 (part) and Cadastral Survey No. 1788 (part) of Byculla Division together with buildings thereon, (b) Plot B aggregating 432 square yards equivalent to 391.21 square meters or thereabouts bearing New Survey No. 3478 (part) and Cadastral Survey No. 1788 (part) of Byculla Division together with buildings thereon, (c) Plot C aggregating 428 square yards equivalent to 388.76 square meters or thereabouts bearing New Survey No. 3478 (part) and Cadastral Survey No. 1788 (part) of Byculla Division, (d) Plot D aggregating 2,423 square yards equivalent to 2,225.84 square meters or thereabouts bearing New Survey No. 3478 (part) and Cadastral Survey No. 1788 (part) of Byculla Division together with buildings thereon, (e) Plot E aggregating 2,291 square yards equivalent to 2,148.87 square meters or thereabouts bearing New Survey No. 3478 (part) and Cadastral Survey No. 1788 (part) of Byculla Division together with buildings thereon, (f) Plot F aggregating 366 square yards equivalent to 336.89 square meters or thereabouts bearing New Survey No. 3478 (part) and Cadastral Survey No. 1788 (part) of Byculla Division together with a portion only of buildings thereon, (g) Plot G aggregating 304 square yards equivalent to 280.43 square meters or thereabouts bearing New Survey No. 3478 (part) and Cadastral Survey No. 1840 (part) of Byculla Division together with a portion only of buildings thereon, and (h) Plot H aggregating 26 square yards equivalent to 23.28 square meters or thereabouts bearing New Survey No. 3478 (part) and Cadastral Survey No. 1788 (part) of Byculla Division (collectively hereinafter referred to as "the First Leasehold Land") aggregating to 17,111.16 square meters together with buildings standing

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portion of the East Agriplots South Estate of the Board in the City and Island and Sub-registration District of Bombay for a period of 999 years commencing from 29th April, 1916 for the yearly rent of Rs. 10,100/- (Rupees Ten Thousand One Hundred Fifty Six only) to be paid in the manner stated therein and on the terms and conditions specified therein. BRTL has declared that all the terms and conditions of the Deed of Lease dated 2nd October 1928 have been complied by BRTL and there are no disputes and/or notices issued by MCGM or any of its departments with regard to the non-compliance of the terms and conditions of the said Lease dated 2nd October 1928.



By and under an Indenture of Conveyance dated 24th June, 1938 executed between the Municipal Corporation of the City of Bombay (herein referred to as the Corporation) of the First Part and Hon Hapa Tanshin (herein referred to as the Condonee) of the Second Part and KACL (herein referred to as the Purchaser) of the Third Part and registered with the Office of the Sub-Registrar of Assurances under Serial No. 5713 of 1938, the Municipal Corporation of the City of Bombay, inter alia, granted and conveyed unto KACL, Plot H aggregating 5,282 square yards equivalent to 4,936.43 square meters or thereabouts bearing New Survey No. 3481, 3488 (part) and 3487 (part) and Cadastral Survey No. 101840 of Byculla Division (the Second Land) together with all the buildings and structures standing thereon for the consideration and on the terms and conditions as mentioned therein.

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C.S. No. 1841 (Freehold Land)

- 12. By and under an Indenture of Conveyance dated 24th June, 1938 executed between the Municipal Corporation of the City of Bombay (herein referred to as the Corporation) of the First Part and Hon Hapa Tanshin (herein referred to as the Condonee) of the Second Part and KACL (herein referred to as the Purchaser) of the Third Part and registered with the Office of the Sub-Registrar of Assurances under Serial No. 5713 of 1938, the Municipal Corporation of the City of Bombay inter alia granted and conveyed unto KACL, (a) Plot J aggregating 2,806.87 square yards equivalent to 2,632.02 square meters or thereabouts bearing New Survey No. 3479 (part) and Cadastral Survey No. 1841 (part) of Byculla Division and (b) Plot K aggregating 6,820.55 square yards equivalent to 7,458.72 square meters or thereabouts bearing New Survey No. 3485 - 3486 (part) and 3479 (part) and Cadastral Survey No. 1841 (part) of Byculla Division aggregating to 8,880.73 square meters (Third Freehold Land) together with all the buildings and structures standing thereon for the consideration as mentioned therein.

C.S. No. 1841 (Leasehold Land)

- 13. By and under an Indenture of Lease dated 2nd October, 1928 executed between the Trustees for the Improvement of the City of Bombay (herein referred to as the Board) of the One Part and KACL (herein referred to as the Lessee) of the Other Part and registered with the Office of the Sub-Registrar of Assurances under Serial No. 5482 of 1928, the Trustees for the Improvement of the City of Bombay inter alia deeded unto KACL, Plot L aggregating 1,814 square yards equivalent to 1,665.05 square meters or thereabouts bearing New Survey No. 3479 (part) and 3646 (part) and 3647 (part) and 3648 and Cadastral Survey No. 1840 (part) of Byculla Division ("Third Leasehold Land") together with buildings standing portion of the East Agriplots South Estate of the Board in the City and Island and Sub-registration District of Bombay for a period of 999 years commencing from 29th April, 1916 for the yearly rent of Rs. 10,100/- (Rupees Ten Thousand One Hundred Fifty Six only) to be paid in the manner stated therein and on the terms and conditions specified therein. BRTL has declared that all the terms and conditions of the Deed of Lease dated 2nd October 1928 have been complied by BRTL and there are no disputes and/or notices issued by MCGM or any of its departments with regard to the non-

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- 1. Deed of Distribution dated 17/11/2011 executed by Chaitan Shah, authorized signatory of M/s. Chaitan Group Private Limited and Mr. Pawan Shah, Executive Director of M/s. Shree Shree Property & Housing Investment Registration No. 000-00000000.
- 2. Deed of Allotment dated 17/11/2011 executed by Chaitan Shah, Director of Shree Shree Property & Housing Investment & Shree Shree Property & Housing Investment Registration No. 000-00000000.
- 3. Deed of Allotment dated 17/11/2011 executed by Chaitan Shah, Director of Shree Shree Property & Housing Investment & Shree Shree Property & Housing Investment Registration No. 000-00000000.
- 4. Deed of Allotment dated 17/11/2011 executed by Chaitan Shah, Director of Shree Shree Property & Housing Investment & Shree Shree Property & Housing Investment Registration No. 000-00000000.
- 5. Deed of Allotment dated 17/11/2011 executed by Chaitan Shah, Director of Shree Shree Property & Housing Investment & Shree Shree Property & Housing Investment Registration No. 000-00000000.

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ANNEXURE

- 1. Deed of Allotment dated 27/11/2011, 2012 executed by the Municipal Corporation of the City of Mumbai through its authorized signatory in favor of M/s. Shree Shree Property & Housing Investment Registration No. 000-00000000.
- 2. Deed of Allotment dated 27/11/2011, 2012 executed by the Municipal Corporation of the City of Mumbai through its authorized signatory in favor of M/s. Shree Shree Property & Housing Investment Registration No. 000-00000000.
- 3. Deed of Allotment dated 27/11/2011, 2012 executed by the Municipal Corporation of the City of Mumbai through its authorized signatory in favor of M/s. Shree Shree Property & Housing Investment Registration No. 000-00000000.
- 4. Deed of Allotment dated 27/11/2011, 2012 executed by the Municipal Corporation of the City of Mumbai through its authorized signatory in favor of M/s. Shree Shree Property & Housing Investment Registration No. 000-00000000.
- 5. Deed of Allotment dated 27/11/2011, 2012 executed by the Municipal Corporation of the City of Mumbai through its authorized signatory in favor of M/s. Shree Shree Property & Housing Investment Registration No. 000-00000000.
- 6. Deed of Allotment dated 27/11/2011, 2012 executed by the Municipal Corporation of the City of Mumbai through its authorized signatory in favor of M/s. Shree Shree Property & Housing Investment Registration No. 000-00000000.
- 7. Deed of Allotment dated 27/11/2011, 2012 executed by the Municipal Corporation of the City of Mumbai through its authorized signatory in favor of M/s. Shree Shree Property & Housing Investment Registration No. 000-00000000.

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Annexure - 7A



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ADVOCATES, SOLICITORS & NOTARIES  
N. M. Wadia Building, 113, Malabar Company Road, Mumbai - 400015, India.  
T: +91 22 2282 8888, +91 22 2282 8889, +91 22 2282 8890, +91 22 2282 8891  
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MUMBAI/10137/2016/2016

1<sup>st</sup> October, 2016

ADDENDUM TO TITLE REPORT

To,

SWAYAM REALTORS AND TRADERS LLP  
Manshan Pulkar  
N.M. Joshi Marg  
Lower Flats  
Mumbai 400013

Attn: Mr. MAYUR SHAM

Re: All those pieces or parcels of land bearing Cadastral Survey Nos. 1798, 181840 and 1841 of Dnyanesh Division admeasuring in aggregate 48,422.81 square meters or thereabouts situated at Dnyanesh of the (Municipal of Tank Palkadi and Water Statute in the City and Island and registration Sub-Division of Bombay ("the said Land")

1. We refer to our Title Report dated 7<sup>th</sup> July 2014 ("Title Report"), a copy whereof is annexed hereto and marked as Annexure "A" ("the Title Report") issued by us in favour of Swayam Realtors and Traders LLP ("SRTL"), where we had investigated its title to the said Land. Capitalized terms used but not defined herein will have the same meaning as ascribed to these terms in the Title Report.

2. We have been requested by our client, SRTL, to update the Title Report.

A. STEPS

With respect to updation of the Title Report, we have undertaken the following steps:

1. For the purpose of issuing the Title Report we had perused (a) original title deeds (a list whereof is set out in Part A of Annexure "A" in the Title Report) with respect to the said Land, and (b) deeds and documents as per the list set out in Part B of Annexure "A" to the Title Report. Pursuant to creation of the mortgage vide the said Mortgage Deed (defined below), SRTL has vide a letter dated 13<sup>th</sup> September, 2014 addressed to Housing Development Finance Corporation Limited ("HDFC") deposited the original title deeds with

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Annexure - Mumbai - New Delhi - Pune

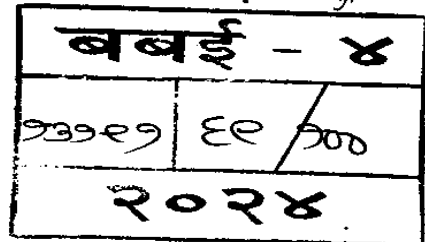
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respect to the said Land with HDFC. A list of the title deeds deposited with HDFC is set out in Part A of Annexure "B" hereto.

2. We have perused the original of the title documents as set out in Part B of Annexure "B" hereto.
3. We have perused copies of deeds and documents set out in the body of the report and as per the list set out in Annexure "C" hereto.
4. Caused updated searches to be undertaken at the office of Sub-Registrar of Assurances from 2014 till 2016.
5. Caused searches to be undertaken at the Registrar of Companies ("ROC") for SRTL.
6. Perused Property Register Cards with respect to the said Land.
7. Examined the Development Plan remark with respect to the said Land as set out below.
8. We have relied on the declaration dated 1<sup>st</sup> October, 2016 issued by SRTL with respect to certain matters pertaining to its title to the said Land.
9. We have not issued fresh public notices to invite objections and claims with respect to the said Land.

B. DISCLAIMERS

1. We have at the instructions of our client, merely updated the Title Report as specified herein and this Report does not address any other issues.
2. This Report necessarily depends on the documents furnished to us and the information provided to us during the course of our discussions and responses to our requisitions, being true, complete and accurate, which we have assumed to be the case.
3. For the purpose of this Report, we have through our search clerk, conducted searches at the Office of the Sub-Registrar of Assurances, Mumbai from 2014 to 2016. However, searches at the office of the Sub-Registrar of Assurances are subject to the availability of records.



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4. For the purpose of this Report, we have also caused searches to be conducted of the records of the Registrar of Companies as specified herein below. However, searches of the records of the Registrar of Companies are subject to the availability of records on the date of inspection.

5. We have not formed any opinion on the approvals and sanctions granted/required from the concerned authorities for the development or construction on the Property or any part thereof.

6. This Report has been prepared in accordance with and is subject to the laws of India.

C. UPDATION

1. By and under a letter dated 28<sup>th</sup> February 2014 addressed by SRTL to the Collector, Thane Collector Office, SRTL stated that it is digging the foundation for construction in accordance with the permissions obtained from concerned authorities. SRTL further stated that the applicability of 'cess' for digging the foundation of the building has been challenged in court, and hence, SRTL was not required to pay any premium and, in the event, an order was passed by the Hon'ble Bombay High Court or the Supreme Court, SRTL undertook to pay the same as per the applicable rates.

2. By and under a Mortgage Deed dated 8<sup>th</sup> September 2014 executed between SRTL therein referred to as the Mortgagor and HDFC therein referred to as the Mortgagee, and registered with the office of the sub-registrar of assurances under Serial No. BSE-43849/2014, SRTL has mortgaged a portion of the Freehold Land admeasuring 36,682 square meters and more particularly described therein in favour of HDFC to secure the loan specified therein, on the terms and conditions more particularly stated therein ("Mortgage Deed"). SRTL has declared that SRTL has not committed any breach under the Mortgage Deed and no notice has been issued to SRTL by HDFC alleging any breach or seeking to enforce the mortgage.

3. By and under a Declaration dated 27<sup>th</sup> October 2014 made by SRTL in favour of the Municipal Commissioner, registered with the office of the sub-registrar of assurances under serial no. 8041 of 2014, SRTL has undertaken that the decision of the Urban Development Department on the clarification sought by MCGM with respect to 20% inclusive housing would be binding on SRTL and would be complied with before filing

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for compliance with the Government clarification, which is set out in Annexure "D" hereto.

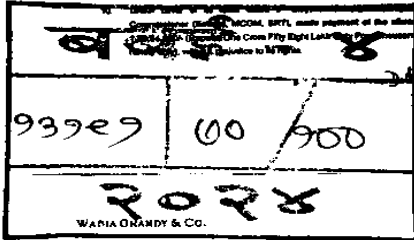
4. By and under a letter dated 28<sup>th</sup> February 2014 addressed by SRTL to the MCGM to Ms. Meerk (Assistant Engineer) with reference to the plan and the Freehold Land and the Freehold Land of the herein, concerning the proposed building plan had to be made in accordance with the requirements of the law. Pursuant to this letter was also made a request to the Municipal Commissioner of Mumbai for the Building Proposal Department to issue a stop work notice with respect to the further construction. Accordingly, a stop work notice was issued on 3<sup>rd</sup> January, 2015 by MCGM. Pursuant to the meeting held on 3<sup>rd</sup> January, 2015 at the office of the Hon'ble Municipal Commissioner, an order was passed on 3<sup>rd</sup> January, 2015 dated 0<sup>th</sup> April, 2015 addressed by MCGM, the stop work notice issued on 3<sup>rd</sup> January, 2015 was revoked. SRTL has declared that presently there is no stop work notice in matter and that the above revocation has not been set aside. In the minutes of the meeting dated 0<sup>th</sup> April, 2015 it was recorded that the construction of Building 1 was on a portion of the Freehold Land not forming part of the portion which was proposed to be carved out for relocation of the Leasehold Land. In the minutes it was also recorded that SRTL had to comply with the requirements of the Estate Department for the relocation of the leasehold plot.

5. In a letter dated 21<sup>st</sup> March 2016 addressed by the MCGM (Secretary Department) to the Administrative Committee, MCGM, reference has been made to a resolution dated 10<sup>th</sup> March 2016 passed by the Improvement Committee of the MCGM and in a separate letter dated 21<sup>st</sup> March 2016 addressed by MCGM (Secretary Department) to the Administrative Committee, reference has been made to the resolution of the MCGM bearing no. 1651 passed on 17<sup>th</sup> March, 2016. Pursuant to the aforesaid resolutions the following was resolved:

a) A portion of the leasehold plot bearing CTS Nos. 1798, 181840 and 1841 admeasuring 12,016.82 square meters demarcated on the plan and demarcated in red colour thereon was to be transferred in favour of SRTL after payment of transfer fee and in lieu thereof SRTL was to transfer a portion of the freehold land demarcated on the plan in yellow colour to MCGM.

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- 14. The lease deed to be filed as per Sections 82(2) and 82(3) of the Maharashtra Corporation for Greater Mumbai Act, 1968.
- 15. A one-time premium cost to be charged for change of use, redevelopment and for lease to be attached in favor of the proposed lessee.
- 16. The Company has declared that necessary documents for giving effect to the exchange mentioned above have not been completed and upon completion of the exchange and mutation and registration of the necessary documents, the developer of the Plot/hold Land and the Leasehold Land will undergo a change.
- 17. Pursuant to a letter dated 25<sup>th</sup> February 2016 addressed by MCGM to BRTL, MCGM asked upon BRTL to make payment of transfer premium in respect of the Leasehold Land amounting to Rs. 3,86,80,000/- (Rupees Three Crores Fifty Five Lakh Eighty Thousand Eight Hundred and Fifty only) along with interest @ 10% per annum (10%) per annum from 1<sup>st</sup> August, 2002 as specified in the letter. A number letter dated 21<sup>st</sup> March 2016 was addressed by MCGM to BRTL for payment of the aforesaid transfer premium along with interest.
- 18. Under cover of its letter dated 2<sup>nd</sup> May 2016 addressed by BRTL to the Asst. Commissioner (State), MCGM, BRTL made payment of the aforesaid amount of Rs. 3,86,80,000/- (Rupees Three Crores Fifty Five Lakh Eighty Thousand Eight Hundred and Fifty only). In this letter BRTL stated that the transfer premium was not payable since the transfer of land from MCOL to BRTL was pursuant to the proceedings under the Stat. Municipal Corporation (Special Provisions) Act, 1988 (a. by amendment of the.
- 19. By and under a letter dated 2<sup>nd</sup> May, 2016 addressed by MCGM to BRTL, MCGM acknowledged receipt of the transfer premium amount of Rs. 3,86,80,000/- (Rupees Three Crores Fifty Five Lakh Eighty Thousand Eight Hundred and Fifty only) and asked upon BRTL to make payment of interest amounting to Rs. 1,26,84,000/- (Rupees One Crore Fifty Eight Lakh Four Thousand Nine Hundred and Twenty only).



- 20. Pursuant to a letter dated 2<sup>nd</sup> May 2016 addressed by BRTL to the Asst. Commissioner (State), MCGM, BRTL made payment of the aforesaid amount of Rs. 3,86,80,000/- (Rupees Three Crores Fifty Five Lakh Eighty Thousand Eight Hundred and Fifty only) to MCGM.
- 21. By and under a letter dated 20<sup>th</sup> November 2014 bearing No. Dy. (S.P.)-0477/14 addressed by MCGM (Office of the Dy. Ch. Eng. (Traffic)) in favour of Mr. Manoj (Architect), the authority mentioned that the parking layout plans had been scrutinized and the remarks and usual conditions were specified therein.
- 22. By and under a letter dated 4<sup>th</sup> August, 2014 bearing No. ED/4820/14, addressed by MCGM in favour of Mr. Manoj (Architect), MCGM has granted its approval to the submitted layout plan mentioned therein, on the terms and conditions as more particularly stated therein. It was mentioned therein that the PDS on the proposed plot would not remain valid from the date of the DCR. It was also mentioned that the same and conditions mentioned in the layout approval dated 2<sup>nd</sup> August 2008, 09<sup>th</sup> November 2010, 14<sup>th</sup> April 2011 and 15<sup>th</sup> October 2014 had to be complied with.
- 23. **DEVELOPMENT PLAN REFERENCE**  
On perusal of the DP Formwork issued by MCGM dated 4<sup>th</sup> April 2015 bearing No. CH/288/MC/Ch/15, we find that the said Land is situated in the Residential Zone. The said DP Formwork also states that:  
23.1 Separate separate should be obtained as per draft development plan 2034 from the office of the Town Planning Officer.  
23.2 The said Land falls within 30 meters of the central railway buffer zone and accordingly, separate consent should be obtained from the concerned authority. Further MCO shall be obtained before any development is carried out on the said Land.



- 23.3 The said Land falls within 500 meters of the Railway Guarded Jct and hence, separate consent should be obtained from the concerned authority before proceeding with any development on the said Land.
- 24. The proposed development plan 2034 reflects the name of MCOL as the name of the person in beneficial ownership status and the area of the same is reflected as 13,027.91 square meters (surrounding area land measuring 11,029.22 square yards and municipal leasehold land measuring 3,794 square yards). BRTL has to make necessary applications to amend the property register card to reflect the name of BRTL as the person in beneficial ownership of C.S. No. 1947.
- 25. **SUBMITTALS OF AFFIDAVITS**  
The former documents submitted in the updated search report as provided by our search team Mr. Anand Javeri are listed in Annexure "D".
- 26. **REGISTER OF COMPANIES**  
As per the search conducted by us at the website of the Registrar of Companies, certificate has been created by BRTL in favour of MCGM as per the Mortgage Deed.
- 27. **STATUS**  
BRTL is presently constructing Wing A of building no. 1 as per the sanctioned plans and Wing A has been completed till 10<sup>th</sup> floor. Wing A is being constructed on the Plot/hold Land and no portion of the PDS of the Leasehold Land is being used towards the construction thereof. There is no existing structure on a portion of the said Land measuring about 4,400.56 square meters. The site plan is supplied by herewith/enclosure.
- 28. **CONCLUSION**  
Subject to what is mentioned above and the Title Report, we are of the opinion that, pursuant to the Sanction Order and the Sanctioned Scheme, the said Land has vested in BRTL and BRTL is the owner of the Plot/hold Land and Lessee of the Leasehold Land, subject also to the following:-  
28.1 Mortgage in favour of MCGM in terms of the Mortgage Deed.

- 29. By and under a registered Underwriting dated 21<sup>st</sup> March 2016 made by BRTL in favour of the beneficial owner, MCGM, registered with the office of the sub-registrar of companies under serial no.1981 of 2016, BRTL agreed to abide by the final decision passed by the competent courts of authority in respect of property matter and agreed to indemnify and keep indemnified MCGM in this regard. BRTL has declared that it has not received any letter of date from any authority demanding payment of any levy.
- 30. By and under an underwriting dated 19<sup>th</sup> April, 2016 given by BRTL to the Municipal Commissioner and registered with the office of the sub-registrar of companies under Serial No. 1982-2/2016 of 2016, BRTL agreed to be bound by the final decision passed in W&P Petition No. 1231 of 2014 filed before the Hon'ble Bombay High Court. BRTL also acknowledged that any MCO issued by MCGM to BRTL for transfer / redevelopment of the leasehold land would be without prejudice to the rights of MCGM as stated therein. BRTL has declared that BRTL is not a party to W&P Petition No. 1231 of 2014. This was further clarified by certain other W&P Petitions have challenged, later also, the amendment of the Municipal Corporation of Greater Mumbai Act, 1968 by the Municipal Corporation (Amendment and Validation) Act, 2011 (Amendment Act No. 20 of 2012) relating to levy of transfer premium on transfer of leasehold rights where the MCGM is a lessee. BRTL has declared that no separate proceeding has been filed by BRTL to challenge the amendment of the Municipal Corporation of Greater Mumbai Act, 1968 by the Municipal Corporation (Amendment and Validation) Act, 2011 (Amendment Act No. 20 of 2012).
- 31. **APPROVALS**  
31.1 By and under a letter dated 06 December, 2011 issued by the MCGM, Town Control Board, MCGM has stated that the proposed to develop a public parking lot would be conditional on the terms and conditions mentioned therein.  
31.2 By and under a letter dated 13<sup>th</sup> October 2014 bearing No. ED/4820/14, addressed by MCGM in favour of Mr. Manoj (Architect), MCGM has granted its approval to the submitted layout plan mentioned therein, on the terms and conditions as more particularly stated therein. It was mentioned therein that the proposed structure on the leasehold plot and the leasehold plot would be subject and the PDS on the leasehold plot would not remain valid from the date of the DCR.
- 32. By and under a letter dated 15<sup>th</sup> October 2014 bearing No. ED/4820/14, addressed by MCGM in favour of Mr. Manoj (Architect), MCGM has granted its approval to the submitted layout plan mentioned therein, on the terms and conditions as more particularly stated therein. It was mentioned therein that the proposed structure on the leasehold plot and the leasehold plot would be subject and the PDS on the leasehold plot would not remain valid from the date of the DCR.

- 33. The said Land partly falls under East Appellate (North & South) Scheme Scheme No. 52 hence specific remarks should be obtained from the Assistant Commissioner (State) before any development on the plot.  
The aforesaid DP Formwork was valid for a period of 1 (one) year from the date of issue.
- 34. **MUTATION**  
34.1 An amendment in the Title Report W&P Petition No. 2099 of 2008 has been filed in the Hon'ble Bombay High Court by Shri. Manoj Mangar Committee inter alia challenging the Closure Order and the Review Order dated 2<sup>nd</sup> April 2006. By and under an order dated 17<sup>th</sup> March 2008 passed by the Hon'ble High Court, orders were null and void. The W&P Petition is shown as pending. BRTL has declared that no further action has been taken therein, save and except mentioned above.
- 35. **REVENUE RECORDS**  
35.1 **Category Survey No. 1730**  
The Property Card in respect of the C.S. No.1730 reflects the name of MCOL as the name of the person in beneficial ownership status and the area of the same is reflected as 51,295.49 square meters (surrounding area land measuring 47,816 square yards and Municipal Leasehold land measuring 10,419 square yards). BRTL has to make necessary applications to amend the property register card to reflect the name of BRTL as the person in beneficial ownership of C.S. No.1730.  
35.2 **Category Survey No.1947**  
The Property Card in respect of the C.S. No. 1947 reflects the name of MCOL as the name of the person in beneficial ownership status and the area of the same is reflected as 4,400.56 square yards equivalent to 4,410.4 square meters. BRTL has to make necessary applications to amend the property register card to reflect the name of BRTL as the person in beneficial ownership of C.S. No.1947.

- 36. Execution of necessary documents between MCGM and BRTL, pursuant to the retention of the Leasehold Land as mentioned above.
- 37. Due compliance with the terms and conditions of the Deed of Lease dated 2<sup>nd</sup> October 1988 including the condition that prior written permission of MCGM will be taken for any development on the Leasehold Land.
- 38. Due compliance with the terms and conditions of the Sanction Order and the Sanctioned Scheme.
- 39. Due compliance with the terms and conditions of Regulation 58 of the Development Control Regulations for Greater Mumbai, 1961 and orders of the Municipal Commissioner from time to time.
- 40. Due compliance with the terms and conditions of all approvals obtained and to be obtained, including all declarations and affidavits filed and to be filed in this report, from time to time, and
- 41. The underwriting given by BRTL in W&P Petition No. 2448 of 2010.

Dated this 1<sup>st</sup> day of October, 2016  
For Wadia Ghandy & Co.  
*[Signature]*



# WADIA GHANDY & Co.

ADVOCATES, SOLICITORS & NOTARY  
N.M. Wadia Buildings, 123, Midland-Crossed Road, Mumbai-400011, India.  
Tel: +91 22 234 8848, +91 22 234 8849, +91 22 234 8844, +91 22 234 8845  
E-mail: wadia@wadiaghandy.com | Fax: +91 22 234 8846

MJ/DDA/10006 and MJ/DDA/10127/2.39/2021

29<sup>th</sup> August, 2020

### ADDENDUM TO TITLE REPORT

To,

Swastya Realtors and Traders LLP  
801, 8<sup>th</sup> Floor, Shikhar Complex,  
Sikhra Road,  
Near MIDC Office Road,  
Newangpura, Ahmednagar,  
Gujarat 386006

Attn: Mr. Chetan Shah

Re: All those pieces or parcels of land bearing Cadastral Survey Nos. 1796, 1471440 and 1841 of Byculla Division admeasuring in aggregate 46,422.81 square meters or thereabouts situated at Byculla at the junction of Tank Palace and Water Streets in the City and Island and registration Sub-District of Bombay ("the said Land")

We refer to our Title Report dated 7<sup>th</sup> July 2014, Addendum to Title Report dated 3<sup>rd</sup> September 2014 and Title Report dated 1<sup>st</sup> October 2018 ("Title Report") issued by us in favour of Swastya Realtors and Traders LLP ("SRTL"), whom we had investigated the title to the said Land. Capitalized terms used but not defined herein will have the same meaning as ascribed to these terms in the Title Report. Copies of the Title Reports are annexed hereto and marked as Annexure "A" Colly. We have been asked to update the Title Report.

#### A. STEPS

With respect to updating the Title Report, we have undertaken the following steps:

- In relation to inspection of original title deeds, we have relied on a letter dated 12<sup>th</sup> September 2014 issued by HDFC Limited acknowledging deposit of original title deeds in lieu of the said HDFC Mortgage (defined below).

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Ahmedabad | Mumbai | New Delhi | Pune

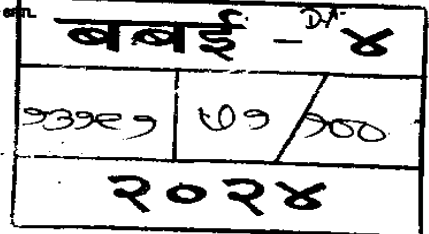
### WADIA GHANDY & Co.

- Caused searches to be undertaken at the office of Sub-Registrar of Assurances from 2018 to 21<sup>st</sup> March 2020 with respect to the said Land. A copy of the report is annexed hereto and marked as Annexure "B".
- Caused searches to be undertaken at the office of Sub-Registrar of Assurances for a period of 5 years from 2018 to 2020 with respect to the units / flats comprised in the buildings being constructed on the said Land. A copy of the report is annexed hereto and marked as Annexure "C". This report does not comment or cover any details with respect to the units / flats sold by SRTL.
- Examined the property register cards dated 14<sup>th</sup> February 2020 with respect of the said Land.
- Caused searches to be undertaken at the Registrar of Companies ("ROC") for SRTL as on 3<sup>rd</sup> August 2020.
- With respect to the facts which cannot be ascertained from the examination of public records, SRTL has furnished a separate declaration dated 29<sup>th</sup> August, 2020 and we have relied upon the same.
- We have not issued fresh public notice with respect to the said Land to invite objections and claims as specified heretofore.

#### A. TITLE AND DEVELOPMENT OF THE SAID LAND

The following is a list of deeds, documents and writings and/or information which have been provided to us for updating the Title Report:-

- While SRTL was developing the said Land, SRTL was of the opinion that since the Leasehold Land (as defined in the Title Report) was of an odd shape, SRTL would not be able to lease the odd shaped land to the proposed society and hence, it was proposed that a portion of the Freehold Land would be exchanged with a portion of Leasehold Land both admeasuring 12,018.82 square metres.
- By and under a letter dated 10<sup>th</sup> December 2014 addressed by the MCGM to SRTL, MCGM has requested SRTL to amend the layout plan showing relocation of the equivalent area of the said Leasehold Land with the New Leasehold Land as proposed by SRTL.

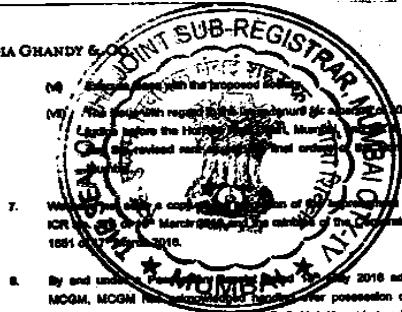


### WADIA GHANDY & Co.

- By and under a letter dated 3<sup>rd</sup> January 2016 issued by the MCGM to Khatau Mezzani Spinning and Weaving Company Limited, MCGM has under the powers available to it under Section 364 A of the MCGM Act ordered to stop construction of the Land. No reason for the same has been provided in the said Letter.
- By and under a recording of the minutes of meeting held on 9<sup>th</sup> April 2016 the issue in relation to the development on the said Land was discussed, including revocation of the stop - work notice issued on 3<sup>rd</sup> January 2016. The Hon'ble Municipal Commissioner has eventually held that the stop work will be revoked provided that the leasehold portion so carved out shall not be used for:
  - Construction of rehab component of MBI Workers.
  - Surplus area to be handed over to MHADA.
  - Shall not have R.G.
  - Adversely affect the interest of MCGM in any manner.
- By and under a letter dated 9<sup>th</sup> April 2016, the stop work notice issued by the MCGM vide its letter dated 3<sup>rd</sup> January 2016 was withdrawn in terms of the discussions of MCGM during their meeting held on 9<sup>th</sup> April 2016.
- By and under a letter dated 29<sup>th</sup> June 2016 addressed by MCGM to SRTL, it was stated that the improvement Committee vide ICR No. 174 of 10<sup>th</sup> March 2016 and the Corporation vide CR No. 1861 of 17<sup>th</sup> March 2016 accorded sanction in:
  - Transfer to MCGM, the leasehold rights having area of 14,372 square yards equivalent to 12,018.82 square meters bearing Plot No. A, B, E, F, G, H, I, K and L of East Apatha (South) East, CS No. 1796, 1471440 and 1841 of Byculla Division as marked with red colour on the annexed plan.
  - Exchange the leasehold land with the freehold land having an equal area.
  - Change lease rent for transferred / exchanged land as per prevailing policy of the Corporation.
  - Allow proposed change of user in future charging one time premium as per prevailing policies.
  - Re-develop the exchanged land.

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### WADIA GHANDY & Co.



- By and under a letter dated 10<sup>th</sup> December 2014 addressed by the MCGM to SRTL, MCGM has requested SRTL to amend the layout plan showing relocation of the equivalent area of the said Leasehold Land with the New Leasehold Land as proposed by SRTL.
  - We have been informed that the formal lease cum exchange deed with MCGM has not yet been executed. We have been informed that the draft between MCGM and SRTL has been exchanged, however the same needs to be executed ("Lease cum Exchange Deed"). We have not seen this finalized draft.
  - By and under a letter dated 31<sup>st</sup> August 2018 addressed by MCGM to SRTL, MCGM has requested SRTL to submit a no-objection certificate from HDFC for the purposes of execution of the aforesaid Exchange Deed. Accordingly, by and under a letter dated 21<sup>st</sup> November 2018 addressed by HDFC to SRTL, HDFC has accorded its permission to shifting / relocating the Leasehold Land in terms of the Lease cum Exchange Deed on the terms and conditions mentioned therein.
- #### B. REVENUE RECORDS
- Cadastral Survey No. 1796 dated 1<sup>st</sup> February, 2020**  
The Property Card in respect of the C. S. No. 1796 reflects the name of KMCL as the name of the person in beneficial ownership column and the area of the same is reflected as 31,868.46 square meters (comprising forest land admeasuring 27,618 square yards and Municipal Leasehold land admeasuring 10,418 square yards).

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**APPENDUM TO THE TITLE REPORT**

To,  
 Swayam Realtors and Traders LLP  
 801, 8<sup>th</sup> Floor, Shikhar Complex,  
 Shriwell Society,  
 Near Mithakhali Six Roads,  
 Navrangpura, Ahmedabad,  
 Gujarat 380009

Kind Attn : Mr. Chetan Shah

Re : All those piece and parcels of the lands bearing Cadastral Survey No. 1798, 16/1840, and 1841 of Byculla Division admeasuring in aggregate 49,422.81 square meters or thereabouts situated at Byculla at the junction of Tank Packed and Water Streets in the City and Island and registration Sub-District of Bombay ("the said Land").

I refer the Title Report dated 07<sup>th</sup> July, 2014 bearing reference no. NL/DDA/10008/685/2014 (Title Report), Addendum to Title Report dated 03<sup>rd</sup> September, 2014 bearing reference No. NL/DDA/6597/2018, Addendum to Title Report dated 01<sup>st</sup> October, 2016 bearing reference no. NL/DDA/10127/8046/2016, thereafter Addendum to Title Report dated 29<sup>th</sup> August, 2020 bearing reference no. NL/DDA/10008 and NL/DDA/10127/239/2021 the copy of whereof is Annexed hereto and marked as Annexure A to D issued by Wadia Ghandy & Co. having their registered office at N. M. Wadia Buildings, 123, Mahatma Gandhi Road, Mumbai - 400 001, in favour of Swayam Realtors and Traders LLP, where Wadia Ghandy & Co. had investigated his title to the said land. Capitalized terms used but not defined herein will have same meaning as ascribed to these terms in the Title Report.

I have been requested by my client Swayam Realtors and Traders LLP to update the Title Report.

**A. STEPS**

1. With respecting to update the Title Report I have been undertaken the following steps for the purpose of issuing of this Addendum to Title Report.
2. I have gone through the Deed of Mortgage dated 24<sup>th</sup> May, 2021 registered with the office of Sub-Registrar of Assurances at Mumbai under Serial No. BBE5-6017-2021 on 6<sup>th</sup> June, 2021.

Address : 601, 6<sup>th</sup> Floor, Shree Samarth Viceria Co-Op. Hsg. Society Ltd., Shivdarsan Path, T. R. Road, Next to Shivdarsan SRA Building, Near Godrej Naka, Bandrup (West), Mumbai - 400 078.  
 Tel.: 022-25942599, Call : +91 982632599, Email : prasnajit@gmail.com

3. I have not issued the fresh Public Notice with respect of the said land to invite the objections and claims as specified hereinbelow.

**B. APPROVALS:**

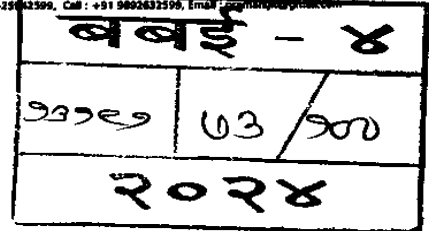
1. By and under letter dated 30.07.2021 issued by the MCGM to SRTL, MCGM has approved the plans submitted by SRTL on the Terms and Conditions stated therein.
2. By and under letter dated 18.08.2021 issued by MCGM to SRTL, MCGM has approved the plans submitted by the SRTL on terms and conditions stated therein.
3. By and under letter dated 19.08.2021 issued by the MCGM to SRTL, MCGM has approved the plans for Commercial building submitted by the SRTL, on the Terms and conditions stated therein.

**C. MORTGAGE:**

SRTL has informed us that the following are the list of outstanding charges/mortgages with respect to the said Land.

1. By and under a Mortgage Deed dated 5<sup>th</sup> September 2014 executed between SRTL therein referred to as the Mortgagor and HDFC Limited therein referred to as the Mortgagee, and registered with the office of the Sub-Registrar of assurances under Serial No. BBE-4/3646/2014, SRTL has mortgaged a portion of the Freehold Land admeasuring 36,562 square meters and more particularly described therein in favour of HDFC Limited to secure the loan specified therein, on the terms and conditions more particularly stated therein, receivables from the project more particularly described therein, and all the right, title and interest of SRTL in favour of HDFC Limited to secure the loan specified therein, on the terms and conditions more particularly stated therein ("First Mortgage Deed") SRTL has declared that SRTL has not committed any breach under the Mortgage Deed and no notice has been issued to SRTL by HDFC Limited alleging any breach or seeking to enforce the First Mortgage Deed.
2. By and under Deed of Unilateral Mortgage dated 7<sup>th</sup> November, 2017 executed between SRTL therein referred to as the Mortgagor of the One Part in favour of HDFC Limited therein referred to as the Mortgagee of the Other Part and registered with the office of the Sub-Registrar of assurances at Mumbai under Serial No. BBE-3/7675 of 2017, SRTL has mortgaged a portion of the freehold Land admeasuring 36,562 square meters, receivables from the

Address : 601, 6<sup>th</sup> Floor, Shree Samarth Viceria Co-Op. Hsg. Society Ltd., Shivdarsan Path, T. R. Road, Next to Shivdarsan SRA Building, Near Godrej Naka, Bandrup (West), Mumbai - 400 078.  
 Tel.: 022-25942599, Call : +91 982632599, Email : prasnajit@gmail.com



project more particularly described therein, and all the right, title and interest of SRTL in the no-llan account/ escrow account held with HDFC Limited in favour of HDFC Limited to secure the loan specified therein, on the terms and conditions more particularly stated therein ("Second Mortgage Deed"). THE Second Mortgage Deed is in furtherance and continuation to the first Mortgage Deed. SRTL has declared that SRTL has not committed any breach under the Mortgage Deed and no notice has been issued to SRTL by HDFC Limited alleging any breach or seeking to enforce the Second Mortgage Deed.

Pursuant to requests made by SRTL and HDFC Limited, a request was made to defer the repayment of the loan taken by SRTL under the First Mortgage Deed and the Second Mortgage Deed, and in response thereto, by and under a letter dated 17<sup>th</sup> December, 2018 addressed by HDFC Limited to SRTL, HDFC Limited has extended the dates/timelines for repayment of the loan taken under the First Mortgage Deed and the Second Mortgage Deed in the matter and on the terms and conditions stated therein. We have not been provided with copies of the Letters / applications made by SRTL.

3. By and under indenture of Mortgage dated 24<sup>th</sup> May, 2021 executed between SRTL therein referred to as the Mortgagor of the One Part in favour of HDFC Limited therein referred to as the Mortgagee of the Other Part and registered with the office of the Sub-Registrar of assurances at Mumbai under Serial No. Number BBE5-6017-2021 on 6<sup>th</sup> June, 2021, structures and other present and future assets of the part of the Larger Land and receivables as more particularly set out in the said Mortgage Deed with Housing Development Finance Corporation Limited in favour of HDFC Limited to secure the Loan specified therein, on the terms and conditions more particularly stated therein ("Third Mortgage Deed."). The Third Mortgage Deed is in furtherance and continuation to the first Mortgage Deed and Second Mortgage Deed. SRTL has declared that SRTL has not committed any breach under the Mortgage Deed and no notice has been issued to SRTL by HDFC Limited alleging any breach or seeking to enforce the First Mortgage Deed and Second Mortgage Deed.

**D. SIDE STATUS AND BBA**

SRTL has informed us that as on 4<sup>th</sup> July, 2022, Development of Tower A known as MONTE SOUTH TITLUS and Real Estate Project known as MONTE SOUTH TITLUS - 1, 2, and 3, development of Tower B known as MONTE SOUTH PRILATUS and Real Estate Project known as MONTE SOUTH PRILATUS- 1, 2 and 3 is presently and

Address : 601, 6<sup>th</sup> Floor, Shree Samarth Viceria Co-Op. Hsg. Society Ltd., Shivdarsan Path, T. R. Road, Next to Shivdarsan SRA Building, Near Godrej Naka, Bandrup (West), Mumbai - 400 078.  
 Tel.: 022-25942599, Call : +91 982632599, Email : prasnajit@gmail.com

Development of Tower - C known as MONTE SOUTH ZERMATT and Real Estate Project known as MONTE SOUTH ZERMATT.

SRTL is developing a project known as MONTE SOUTH ZERMATT, presently registered with the MahaRERA authority and SRTL has informed us that project 'Monte South' is registered with the MahaRERA as - 7 (Series) in different phases for Tower A, Tower B and Tower C as follows:

- (i) **Monte South Titlus - PS1900001320**  
 Proposed date of completion: 31<sup>st</sup> December, 2021  
 Revised date of completion: 30<sup>th</sup> June, 2022
- (ii) **Monte South Prilatus - PS1900001321**  
 Proposed date of completion: 31<sup>st</sup> December, 2021  
 Revised date of completion: 30<sup>th</sup> June, 2022
- (iii) **Monte South Titlus - PS1900001322**  
 Proposed date of completion: 30<sup>th</sup> June, 2022  
 Revised date of completion: 30<sup>th</sup> June, 2022
- (iv) **Monte South Prilatus 1 - PS1900001323**  
 Proposed date of completion: 30<sup>th</sup> June, 2023  
 Revised date of completion: 30<sup>th</sup> June, 2024
- (v) **Monte South Prilatus 2 - PS1900001324**  
 Proposed date of completion: 31<sup>st</sup> December, 2023  
 Revised date of completion: 30<sup>th</sup> December, 2024
- (vi) **Monte South Prilatus 3 - PS1900001325**  
 Proposed date of completion: 30<sup>th</sup> June, 2024  
 Revised date of completion: 30<sup>th</sup> June, 2025
- (vii) **Monte South Zermatt 1 - PS1900001327**  
 Proposed date of completion: 30<sup>th</sup> June, 2026

After a perusal of the registrations of the aforesaid projects, it appears that there are no complaints registered with the MahaRera authority with respect to the aforesaid projects. SRTL has also informed us as on the date of this report, no complaints have been filed against it before the MahaRera authority.

**E. CONCLUSION**

Subject to what is mentioned in the Title Reports, this updated report and hereinbelow, SRTL is the owner of the Freehold Land and Lessee of the Lessehold Land:-

Address : 601, 6<sup>th</sup> Floor, Shree Samarth Viceria Co-Op. Hsg. Society Ltd., Shivdarsan Path, T. R. Road, Next to Shivdarsan SRA Building, Near Godrej Naka, Bandrup (West), Mumbai - 400 078.  
 Tel.: 022-25942599, Call : +91 982632599, Email : prasnajit@gmail.com

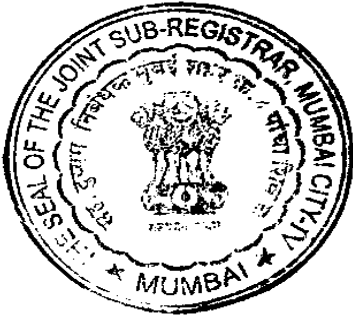
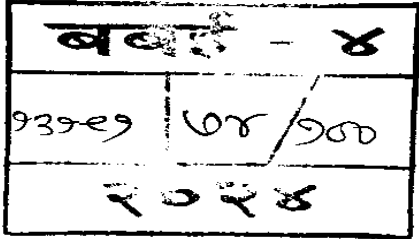
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- i) Execution of the Lease cum Exchange Deed.
- ii) Payment of Statutory Dues by SRTL to MCSMA/concerned authorities.
- iii) Satisfaction of the terms and conditions set out in the Approvals obtained till date and all undertakings and indemnities given to competent authorities and compliance with applicable laws.
- iv) Fulfillment and compliance of filings made with the MAHA RERA Authority as stated in above.
- v) Rights of third party purchasers and allottees created under their agreements for sale/allotment of units in their favour in the project 'Monte South'.
- vi) Satisfaction of mortgages as set out in Paragraph above.
- vii) Outcome of litigations mentioned in Addendum to Title Report dated 29<sup>th</sup> August, 2020 bearing reference no. NL/DDA/10008 and NL/DDA/10127/239/2021.
- viii) Updation of PR Cards to reflect the name of SRTL.

Dated this 5<sup>th</sup> Day of July, 2022

  
Prasanna Tare  
Advocate

Address : 601, 6<sup>th</sup> Floor, Shree Samarth Vihar Co-Op. Hsg. Society Ltd., Shriharshan Path, T. P. Road,  
Next to Shriharshan SRA Building, Near Godan Naka, Bandrup (West), Mumbai - 400 078.  
Tel: 022-25942599, Cell : +91 9892632599, Email : pramahq@gmail.com



**ANNEXURE "8"**  
**(Details of Mortgage)**

बबई - ४	
१३१२१	०५ / १००
२०२४	

1. By and under an Indenture of Mortgage dated 5<sup>th</sup> September, 2014 executed between the Promoter, therein referred to as Mortgagor of One Part and Housing Development Finance Corporation Limited therein referred to as Mortgagee of the Other Part and registered with the office of Sub-Registrar of Assurance at Mumbai-4 under Serial Number BBE4-3646/2014, a portion of the Larger Land was mortgaged on the terms and conditions more particularly stated therein.
2. By and under an Indenture of Mortgage dated 07<sup>th</sup> November, 2017 executed between the Promoter, therein referred to as Mortgagor of One Part and Housing Development Finance Corporation Limited therein referred to as Mortgagee of the Other Part and registered with the office of Sub-Registrar of Assurance at Mumbai-3 under Serial Number BBE3-7675-2017, a portion of the Larger Land was mortgaged on the terms and conditions more particularly stated therein.
3. By and under an Indenture of Mortgage dated 24<sup>th</sup> May, 2021 registered with the office of Sub-Registrar of Assurance at Mumbai City-5 under Serial Number BBE5-6017-2021 on 8<sup>th</sup> June, 2021, Swayam Realtors And Traders LLP has created exclusive further charge on the part of the Larger Land i.e. 36,562 sq.mts. alongwith structures and other present and future assets of the part of the Larger Land and receivables as more particularly set out in the said Mortgage Deed with Housing Development Finance Corporation Limited and having its registered office at Ramon House, H.T. Parekh Marg, 169, Backbay Reclamation, Churchgate, Mumbai-400 020 and its Branch office at HDFC House, H.T. Parekh Marg, 165-166, Backbay Reclamation, Churchgate, Mumbai-400 020, therein referred to as 'Mortgagee' or 'Lender' on the terms and conditions as more particularly set out therein.



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**ANNEXURE "9"**  
**(Whole Project and Real Estate Project Details)**

**A. WHOLE PROJECT**

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**1. Details of Whole Project:**

- a) The Name of the Whole Project: 'Monte South' situate at Byculla Division, Khatau Mill Compound, Bapurao Jagtap Marg, Near Fire Brigade, Byculla (West), Mumbai- 400 008.
- b) The Area of Whole Project is as per First Schedule in the Agreement.

**2. Development:**



- a) The Area of the said Larger Land shall be developed in a phase-wise manner over a period of time. The Whole Project will consist of number of Real Estate Projects constituting various phase/s of the Whole Project.
- b) The Promoter is developing multiple buildings/towers/wings/structures including the Real Estate Project for residential/commercial/IT/Retail/hotel user, mixed user and such user as may be permissible in accordance with applicable law.
- c) Two separate Rehabilitation buildings cum Mhada buildings are proposed for rehabilitation of chawls as per the DCR and shown on the Proposed Plan.
- d) The Promoter is constructing the buildings as independent buildings/wings. However, either by basement or by stilt area or by commercial block or by podium or otherwise, each one of the said buildings may be connected with other and/or horizontally connected to each other as horizontal extension to each other may be with common partition walls or by deck/walls as the case may be and the Allottee/s are aware of the same.
- e) Development will be as per the proposed layout plans as may be amended from time to time.

**3. Sanctioned and Proposed Plan:**

- a) The development of the Whole Project is presently undertaken as per the Sanctioned Layout Plan which has been annexed as Annexure "12" to the Agreement.
- b) The Promoter proposes to develop the Whole Project and Real Estate Project as per the Proposed Layout Plan as annexed as Annexure "13" to the Agreement. The Promoter reserves the right to get the Proposed Layout Plan sanctioned from the Concerned Authorities.

**4. Details of Sanctioned Floor Space Index (FSI) and Proposed FSI for Whole Project:**

- a) Sanctioned FSI :75,355.52 Sq.mt.
- b) Proposed FSI: 3,33,603.9675 Sq.mt. proposed on account of the full development potential of the said Larger Land and the full FSI thereof, free sale FSI, premium FSI and FSI from any multi mill generation in the future) and TDR or any other form of FSI as may be sanctioned from time to time by the competent authorities in accordance with all applicable laws, rules and regulations/ New DCR/Revised DCR as may be in force at present and/or at any time hereafter.

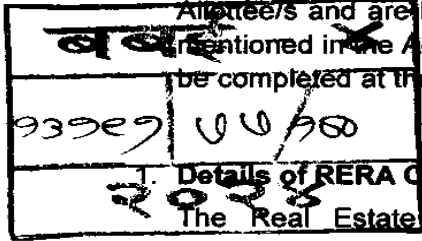
 





5. **Common Amenities:**

The common amenities in the Whole Project that may be usable by the Allottee/s and are listed in the **Fourth Schedule ("Whole Project Amenities")** mentioned in the Agreement. The common amenities for the Whole Project shall be completed at the time when the Whole Project is completed.



**B. BUILDING/REAL ESTATE PROJECT**

1. **Details of RERA Certificate:**

The Real Estate Regulatory Authority has duly issued a Certificate of Registration bearing No.P51900001936 ("the RERA Certificate") for the Real Estate Project. A copy of the RERA Certificate is annexed and marked as Annexure "12" to the Agreement.

2. **Details of Building:**

- a) The development of a building known as 'Monte South Titlis' ("said Building") is comprising of 3 Basements, Lower Ground, Ground Floor, 7 Podiums, 1 Stilt and upto 64<sup>th</sup> Floor (sanctioned) or more floors and/or as per the full potential available.
- b) 3 Basements (part or full), Lower Ground (part or full), Ground Floor (part or full) and 1<sup>st</sup> to 7<sup>th</sup> floor (part or full) may be used for Public Parking and/or for Commercial User.

3. **Details of Real Estate Project:**

- a) The development of part of the building is known as 'Monte South Titlis' on the part of the said Land consisting of 3 Basements, Lower Ground, Ground Floor, 7 Podiums, 1 Stilt and upto 30<sup>th</sup> Floor is known as 'Monte South Titlis-1' ('Real Estate Project'). However, the construction of the said Real Estate Project is now complete and the Occupation Certificate has been issued in respect thereof.
- b) Details of sanctions, approvals and permissions are as mentioned in the Agreement.

4. **Type of Premises:**

The Real Estate Project shall comprise of units/premises consisting of apartments, flat/s, combination flats/apartments, tenement/s, duplexes, penthouses.



5. **Sanctioned Floor Space Index (FSI):**

Total FSI of 6056.30 Sq.mtrs. has been sanctioned for consumption in the construction and development of the said Building.

6. **Proposed Floor Space Index (FSI):**

The Promoter proposes to eventually consume a further FSI of 4000 Sq.mtrs. aggregating to total FSI of 6056.30 Sq.mtrs. in the construction and development of the said Building on account of the full development potential of the said Larger Land and the full FSI thereof, free sale FSI, premium FSI and FSI from any multi mill generation in the future) and TDR or any other form of FSI as may be sanctioned from time to time by the competent authorities in accordance with all applicable laws, rules and regulations/ New DCR/Revised DCR as may be in force at present and/or at any time hereafter. The total

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number of premises/floors in the building will vary as per the available potential.

**7. Common Amenities:**

The common amenities in the said Building that may be usable by the Allottee/s are listed in the **Fifth Schedule** ("said Building Amenities") to this Agreement.

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

a) The date of handover of possession of the said Premises in the Real Estate Project is 30th July 2024.

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

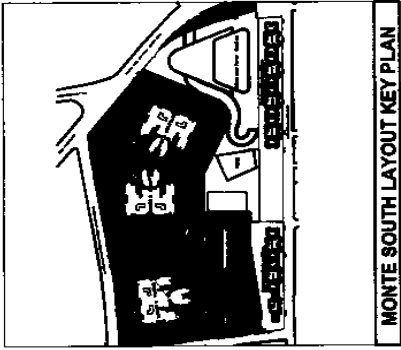
Matrix Architects and Engineers, 702, Marathon Max, Mulund-Goregoan Link Road, Mulund (West), Mumbai - 400 080.

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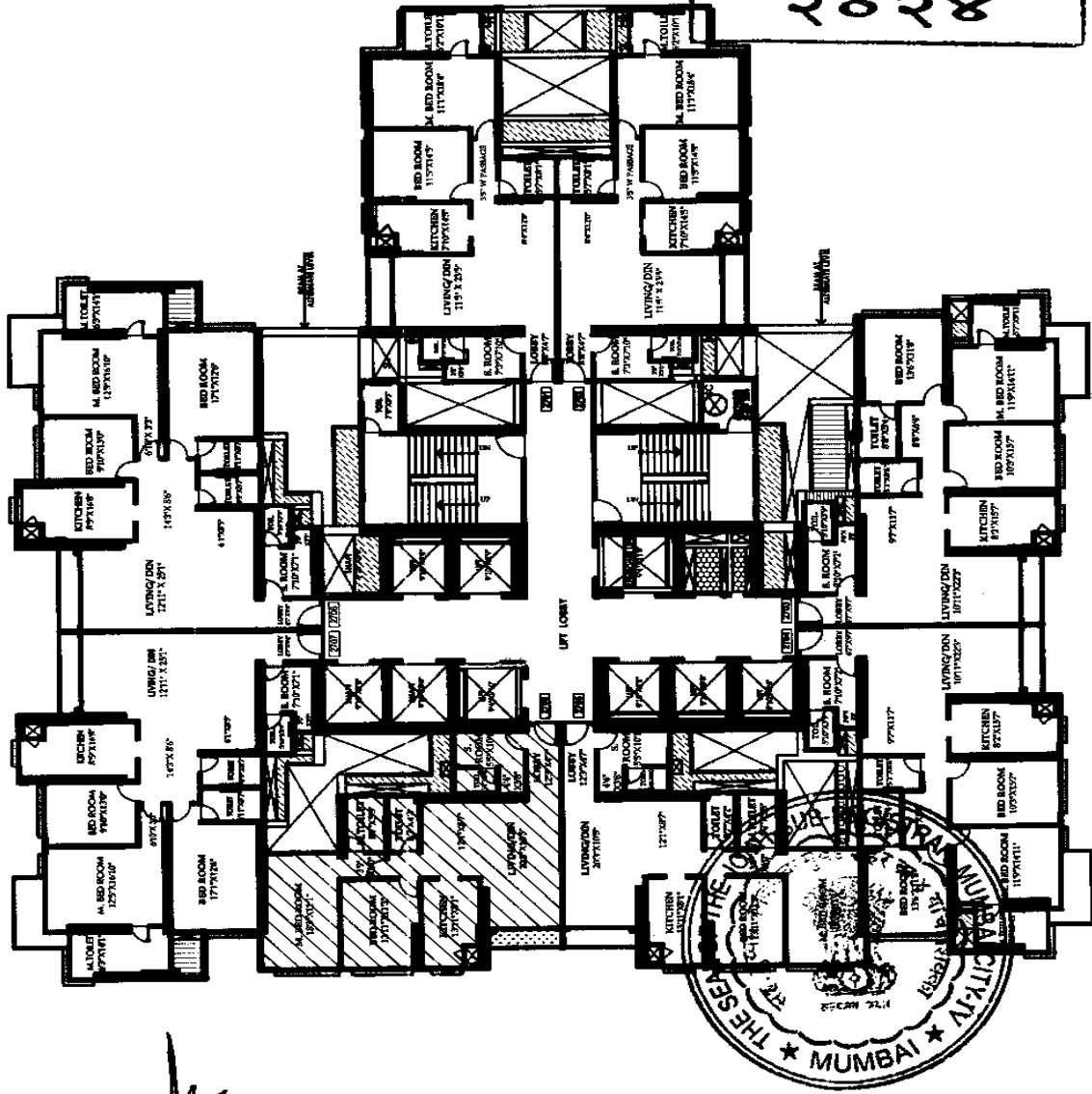
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MONTE SOUTH LAYOUT KEY PLAN

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LEGEND :-

RERA CARPET AREA - [Hatched Box]  
 With deck Floor 20TH TO 39TH

BLDG. TITLE :- MONTE-SOUTH (TOWER-A-TITLIS)

FLOOR NO. :- 27th FLAT NO. :- 2706



MARKETING OFFICE  
 Swastika Realtors & Traders LLP  
 BYCULLA, Ghatau Mills Compound,  
 Baburao Ganpatrao Road,  
 Next to Fire Brigade, Byculla (W).  
 Phone No. :-  
 Fax No. :-

**ANNEXURE "11"**

**[Premises and Transaction Details]**

**1) Whole Project:**

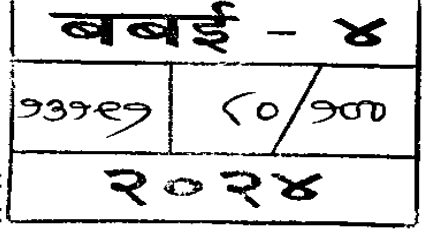
- a) Whole Project known as 'Monte South' situate at Byculla Division, Khatau Mill Compound, Bapurao Jagtap Marg, Near Fire Brigade, Byculla (West), Mumbai-400 008.

**2) Real Estate Project:**

- a) Name : Monte South Titlis-1  
b) Building Name : Monte South Titlis

**3) Details of the Flat/Premises:**

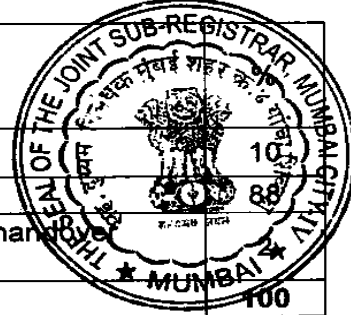
- a) Type of Residential Flat/Premises : 2.5BHK  
b) Residential Flat/Premises No : A2706  
c) Floor : 27<sup>th</sup>  
d) Wing : A  
e) Carpet Area as per MOFA : 101.11 Sq mt  
f) Carpet Area as per RERA : 108.22 Sq mt  
g) Other Areas exclusive to the said Premises if any:  
(i) Deck/ Terrace : Area 2.51 Sq.mt.



**4) Consideration Details:**

- a) Sale Consideration for Premises : Rs.4,08,56,117/-  
(Rupees Four Crore Eight Lakh Fifty Six Thousand One Hundred and Seventeen Only)
- b) Advance Payment made towards Consideration by the Allottee before execution of this Agreement of Rs.40,44,756/- (Rupees Forty Lakh Forty Four Thousand Seven Hundred and Fifty Six Only).
- c) Payment Schedule:

Sr. No.	Payment Schedule
a)	On Booking
b)	Within 30 days of Booking
c)	On Possession of the said premises for handover and/or fitout
	<b>Total</b>
	100



- d) For buildings where construction has commenced and/or completed, all construction related dues need to be completed as demanded.
- e) Notwithstanding to whatever mentioned in this Agreement, the Allottee/s agrees and undertakes to make the payment of the entire balance Sale Consideration amount / all the balance payment slabs mentioned in the Payment Schedule on receiving Part Occupation Certificate/Occupation Certificate in respect of the said Premises without any objection or demurr.

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5) **Details of Bank Account for the Real Estate Project:**

- a) Bank Account Number : 5750000051481  
 b) Account Name : Swayam Realtors & Traders LLP  
 Monte South Titlis 1 Collection A/c  
 c) Bank Name : HDFC Bank Ltd.  
 d) Bank Address : Ratan Galaxie Junction of J.N. Road and  
 Goshala Road, Mulund (W),  
 Mumbai-400 080  
 e) Branch : Mulund(West)  
 f) IFSC Code : HDFC0000015

c) Bank Name		HDFC Bank Ltd.	
d) Bank Address		Ratan Galaxie Junction of J.N. Road and Goshala Road, Mulund (W), Mumbai-400 080	
e) Branch		Mulund(West)	
f) IFSC Code		HDFC0000015	

6) **Details of Taxes to be paid by the Allottee for Premises:**

Government Taxes as applicable on actuals	
a)	Tax Deducted at Source
b)	Stamp Duty
c)	Registration
d)	CGST and SGST
e)	Property Tax
f)	Any Applicable Tax/Cess/Duty as may be applicable from time to time

7) **Maintenance Charges:**

a) **Maintenance Charges for Premises:**

Quarterly Maintenance Charges/Outgoings of Rs.47,056/- (Rupees Forty Seven Thousand Fifty Six Only) per quarter in advance on or before 5<sup>th</sup> day of beginning of every quarter towards the maintenance charges/outgoings. Maintenance Charges are provisional in nature and shall be paid on actuals.

b) **Maintenance Charges for Car Parking:**

Quarterly Car Parking Maintenance Charges of Rs.3600/- (Rupees Three Thousand Six Hundred Only) per quarter in advance on or before 5<sup>th</sup> day of beginning of every quarter towards the car parking maintenance charges. Maintenance Charges towards Car Parking Slot/s are Rs.600/- (Rupees Six Hundred Only) per month per car parking slot].

c) **Layout Maintenance Charges:**

Quarterly Layout Maintenance Charges of Rs.10,608/- (Rupees Ten Thousand Six Hundred and Eight Only) per quarter in advance on or before 5<sup>th</sup> day of beginning of every quarter towards the common layout maintenance charges till the conveyance of the said Larger Land in favour of the Apex Body.

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



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8) Other Charges:

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

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Description	Rs. Per Square Feet on Carpet Area	Amount (Rs.)
Club House Corpus Fund	240	2,61,120/-
Maintenance Deposit	173	1,88,224/-
Common Apex Body Corpus	160	1,74,080/-
Maintenance Charges for 1 year in Advance. (Rs.14.42/- per month per sq.ft. will be charged as Maintenance Charges provisionally)	173	1,88,224/-
Car Park Maintenance Rs.600/- per month per car parking slot	-	7,200/-
Common Area Maintenance per year	39	42,432/-
<b>Non-refundable and Non-accountable</b>		
Infrastructure Charges	375	4,08,000/-
Legal Charges	-	40,000/-
Society/Condominium/Association Formation	-	19,400/-
Share Application Money and entrance fees	-	600/-
Electricity & Water Meter Connection charges	-	75,000/-
Club House Membership Fees Charges (one time, non refundable)	480	5,22,240/-
<b>Total</b>		<b>19,26,520/-</b>



Annexure 12



**Maharashtra Real Estate Regulatory Authority**

**REGISTRATION CERTIFICATE OF PROJECT**

**FORM 'C'**

[See rule 6(a)]

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This registration is granted under section 5 of the Act to the following project under project registration number: **P51900001936**

Project: **MONTESOUTH-1**, Plot Bearing / CTS / Survey / Final Plot No.: **1798, 1841, 18/1840** at **E-400011, Ward E, Mumbai City, 400011;**

1. **Swayam Realtors & Traders Llp** having its registered office / principal place of business at Tehsil: **Ward GSouth** District: **Mumbai City, Pin: 400013.**
2. This registration is granted subject to the following conditions, namely:-
  - The promoter shall enter into an agreement for sale with the allottees;
  - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
  - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (l) of sub-section (2) of section 4 read with Rule 5;  
OR  
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
  - The Registration shall be valid for a period commencing from **29/07/2021** and ending with **30/12/2022** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
  - The promoter shall comply with the provisions of the Act and the rules and regulations made there under
  - That the promoter shall take all the pending approvals from the competent authorities
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid  
Digitally Signed by  
Dr. Vasant Premanand Prabhu  
(Secretary, MahaRERA)  
Date:09-09-2021 21:00:38

Dated: **09/09/2021**  
Place: **Mumbai**

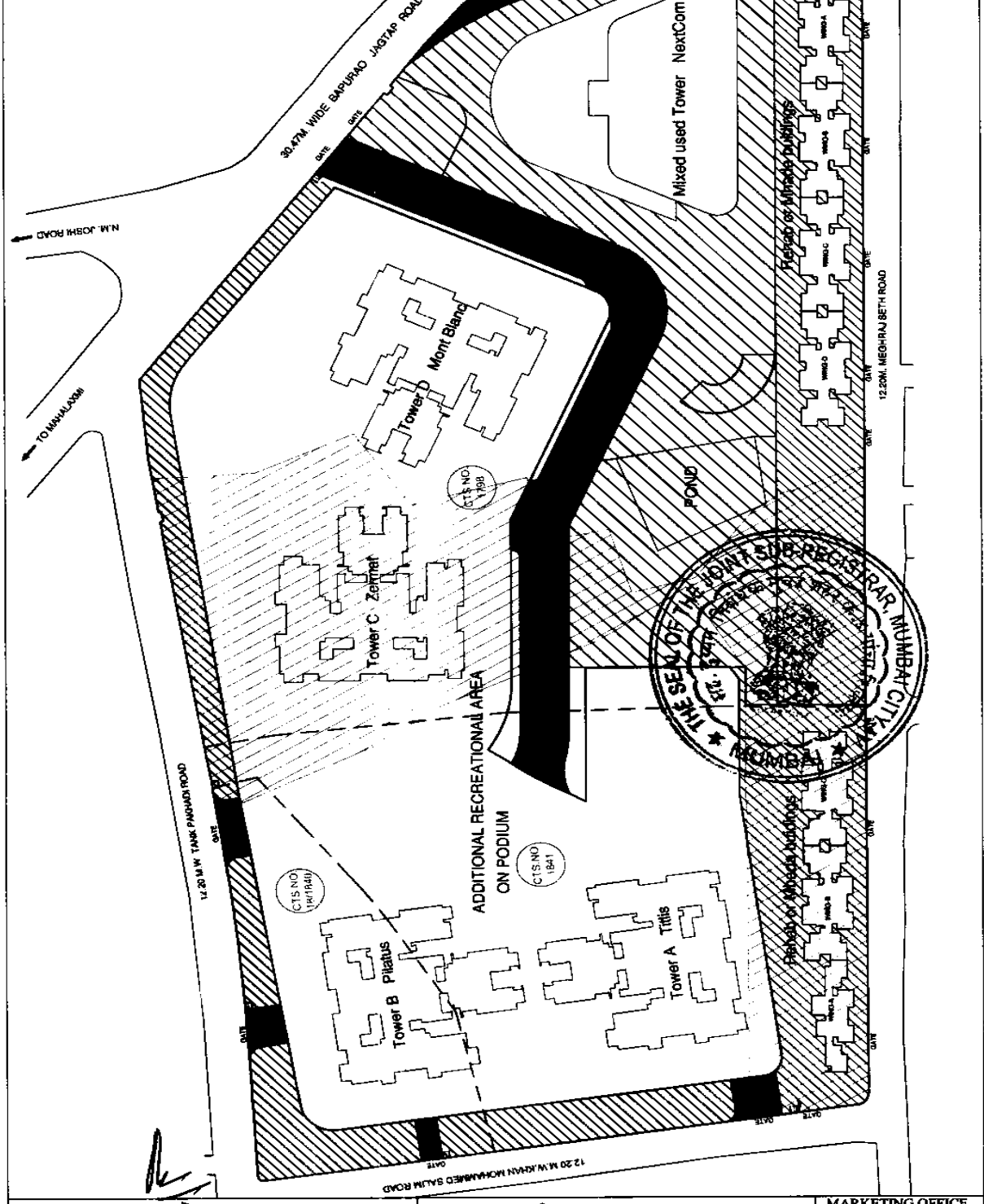
Signature and seal of the Authorized Officer  
Maharashtra Real Estate Regulatory Authority

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ANNEXURE " 13 "

LEGENDS	
	REVISED LEASE LAND BOUNDARY
	EXISTING LEASE LAND BOUNDARY
	REHAB OR MHADA
	OPEN AREA
	COMMON INTERNAL ROAD
	ROAD SET BACK



PROJECT TITLE :- MONTE SOUTH  
 FOR :- SANCTION LAYOUT PLAN

**adani** **MARATHON**  
 Realty Redefining Real Estate. Redefining Infrastructure.

**MARKETING OFFICE**  
 Shyam Reshmi & Traders LLP  
 Khilasa Mill Compound  
 Besara Jagtap Marg  
 Near Byculla Fire Brigade  
 Byculla (west), Mumbai 400 008

*[Handwritten signature]*







Resolved further that the above authorized signatories/Attorneys be and are hereby authorized on behalf of the LLP to:

1. Sign and execute necessary Power/Deeds / Agreement to Sell / Sale Deeds / Other related Agreements/ letters / Deeds and things etc. for the purpose of selling units/flats/apartments to various customers in the project 'Morbe South' developed by the LLP and
2. Also to present and lodge in the office of the Sub-Registrar of Assurances and to seek execution of any deeds or documents and to do all the acts necessary for registering the said deeds or documents, applications for registration etc. related to the sale of units/flats/apartments in the said project for the above purpose.

\*RESOLVED FURTHER THAT any work carried out by the Attorneys in the above purpose shall be valid and binding upon the LLP.

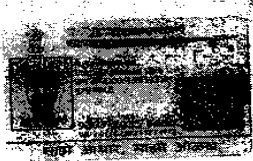
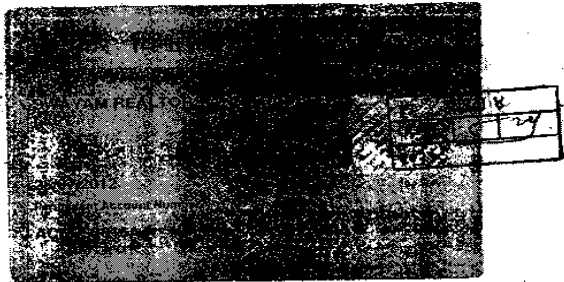
\*RESOLVED FURTHER THAT any one of (1) Mr. Chetan Shah and/ or (2) Mr. Sunil Sharma, Designated Partners of the LLP, be and are hereby authorized to execute, on behalf of the LLP, a specific power of attorney in favour of following authorized persons (1) Mr. K. S. Rajgurun (2) Ms. Dwekashri K. Rao, (3) Mr. ... (4) Virek Gehlot, (5) Mr. Arvind Dabhi, (6) Mr. Rajesh ... and (7) Mr. ...

... THAT Mr. Sunil Sharma and Mr. Chetan Shah, Designated Partners of the LLP, be and are hereby severally authorized to do all the acts necessary to give effect to this resolution.

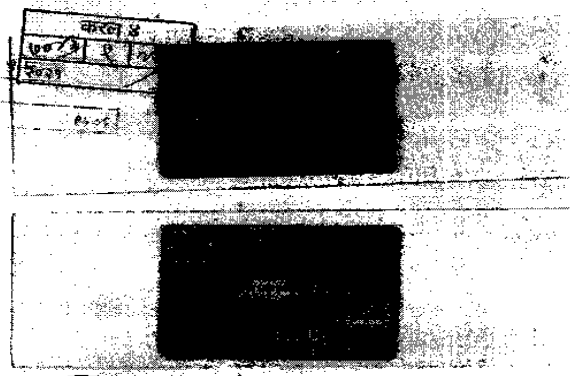
... THAT a certified true copy of the above resolution under the signatures of the Designated Partners be provided to any concerned authority for their records and action thereon.

Certified to be true:  
 For SHYAM REALTORS AND TRADERS LLP

*[Signature]*      *[Signature]*  
 Chetan Shah      Sunil Sharma  
 Designated Partner      Designated Partner  
 DIN: 02572593      DIN: 06133296



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REGISTRAR OF COMPANIES, MUMBAI

SEAL OF THE REGISTRAR OF COMPANIES, MUMBAI

... RAGHAVAN

Company Secretarial  
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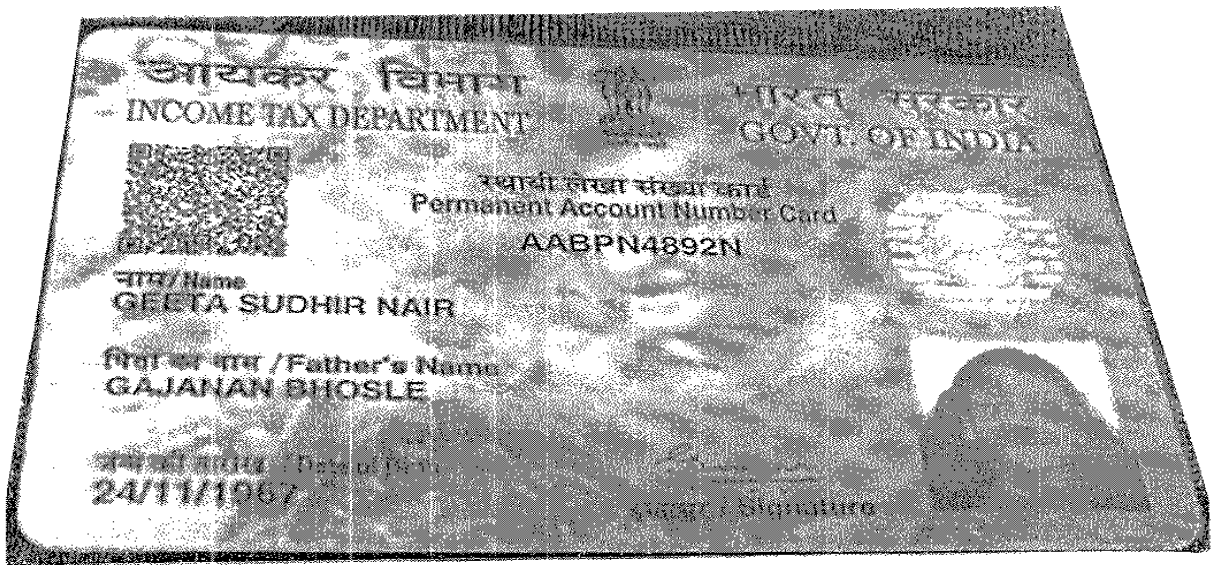




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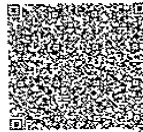


भारत सरकार  
Unique Identification Authority of India  
Government of India

नोंदविण्याचा क्रमांक / Enrollment No.: 0000/00113/87306

To  
गीता सुधीर नायर  
Geeta Sudhir Nair  
W/O, Sudhir Nair  
A-12, Rustomjee Adarsh Heritage, Adarsh Vihar  
Complex, Off Marve Road,  
Ahead Of Carmel High School Malad West  
Mumbai  
Malad West Dely  
Mumbai  
Maharashtra 400064  
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आपला आधार क्रमांक / Your Aadhaar No

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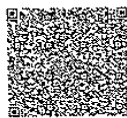
आधार - सामान्य माणसाचा अधिकार



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Government of India

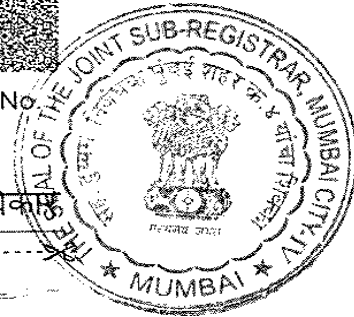


गीता सुधीर नायर  
Geeta Sudhir Nair  
जन्म तारीख / DOB : 24/11/1967  
स्त्री / Female



**4588 6715 0373**

आधार - सामान्य माणसाचा अधिकार



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

SWAYAM REALTORS AND TRADERS  
LLP



25/07/2012

Permanent Account Number

ACEFS2816A

16082012



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Goregaon Link Road LBS Road  
Mumbai (W) Mumbai - 40

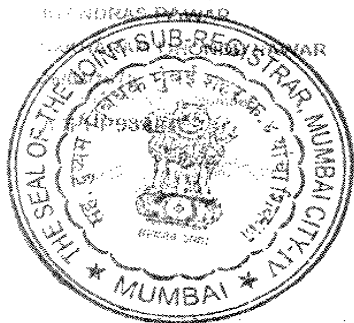


JITENDRA PAWAR

ADMINISTRATION

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D.O.J. : 08-02-1991	
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भारत सरकार  
GOVT. OF INDIA



भारत सरकार  
Government of India



जिंदे सखारम पावार  
Jitendra Sakharam Pawar  
जन्म तिथि / Year of Birth: 1976  
पुरुष / Male

9895 5574 5213

जोडर - सामान्य माणसाचा अधिकार



702 Marathon Max Junction of Malad  
Goregaon Link Road LBS Road  
Mumbai (W) Mumbai - 40



Deepak Ghag

Dept : Administration

Emp. No. D90041

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

Authorized Signature

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

DEEPAK SUBHASH GHAG  
SUBHASH GAJANAN GHAG

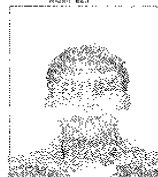
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Dr. Ghag



भारत सरकार  
GOVERNMENT OF INDIA



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

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जोडर - आम आदमी का अधिकार

**Data of Bank Receipt for GRN MH004229014202425R**  
**Bank - IDBI BANK**

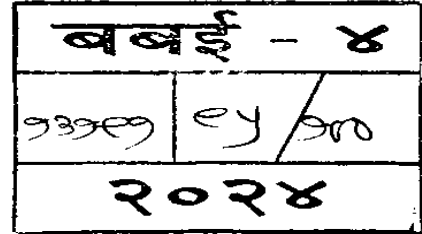
Bank/Branch :  
 Pmt Txn id : 743630653 Simple Receipt  
 Pmt DtTime : 26/06/2024 17:20:08 Print DtTime :  
 ChallanIdNo : 69103332024062652255 GRAS GRN : MH004229014202425R  
 District : 7101 / MUMBAI GRN Date : 26/06/2024 17:20:09  
 Office Name : IGR183 / BOM2\_JT SUB REGISTRAR MUMBAI CITY 2

StDuty Schm : 0030045501-75/ Stamp Duty(Bank Portal)  
 StDuty Amt : Rs 20,42,900.00/- (Rs Twenty Lakh Forty Two Thousand Nine Hundred Rupees Only )

RgnFee Schm : 0030063301-70 / Registration Fee  
 RgnFee Amt : Rs 30,000.00/- (Rs Thirty Thousand Rupees Only)

**Only for verification not to be printed and used**

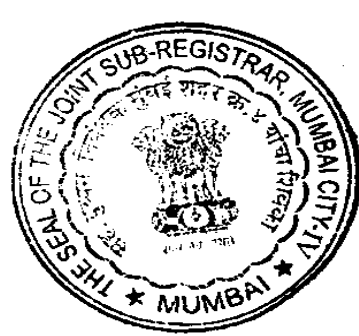
Article : A25  
 Prop Mvblty : Immovable Consideration : 4,08,56,117.00/-  
 Prop Descr : FLAT NO A2706,TITLIS MONTE,SOUTH , KHATAU MILL COMP,BYCULLA WEST  
 : MUMBAI,NR FIRE BRIGADE  
 : 400008  
 Duty Payer : PAN-AABPN4892N GEETA SUDHIR NAIR  
 Other Party : PAN-ACEFS2816A SWAYAM REALTORS AND TRADERS LLP



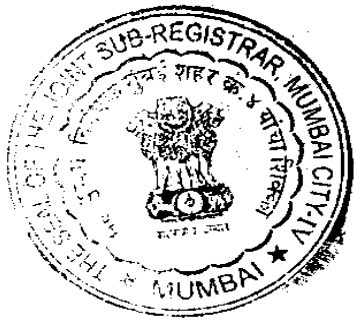
Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(IS)-508-13191	0002318134202425	27/06/2024-12:11:33	IGR549	30000.00
2	(IS)-508-13191	0002318134202425	27/06/2024-12:11:33	IGR549	2042900.00
<b>Total Defacement Amount</b>					<b>20,72,900.00</b>

*Macanath*  
*Chamane*

*qman*



बबई - ४	
२३९९	९९/५०
२०२४	





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

**Receipt of Document Handling Charges**

PRN 0624269907646

Receipt Date 27/06/2024

Received from Swayam Realties And Traders LLP, Mobile number 9819577422, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 13191 dated 27/06/2024 at the Sub Registrar office Joint S.R. Mumbai 4 of the District Mumbai District.



**Payment Details**

Bank Name SBIN

Payment Date 26/06/2024

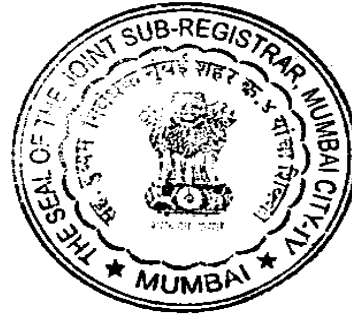
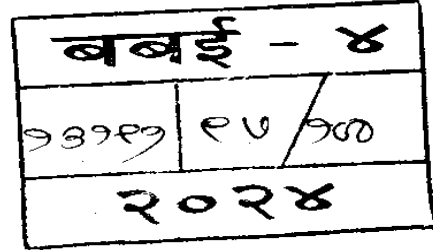
Bank CIN 10004152024062607253

REF No. 454460813054

Deface No 0624269907646D

Deface Date 27/06/2024

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



बवई - ४	
३३९९९	९८/१००
२०२४	



508/13191

गुरुवार, 27 जून 2024 12:14 म.नं.

दस्त गोपबारा भाग-1

बबई4 ९९/१००

दस्त क्रमांक: 13191/2024

दस्त क्रमांक: बबई4 /13191/2024

बाजार मूल्य: रु. 2,20,59,986/- मोबदला: रु. 4,08,56,117/-

भरलेले मुद्रांक शुल्क: रु.20,42,900/-

मुद्रांक शुल्क माफी असल्यास तपशिल :-

1) Mudrank 2021/UOR12/CR107/M1 (Policy) : For Women : Mudrank 2021/UOR12/CR107/M1 (Policy) : For Women - Corporations Area

दु. नि. मह. दु. नि. बबई4 यांचे कार्यालयात

पावती:14229

पावती दिनांक: 27/06/2024

अ. क्र. 13191 वर दि.27-06-2024

सादरकरणाराचे नाव: गीता सुधीर नायर

रोजी 12:10 म.नं. वा. हजर केला.

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2000.00

पृष्ठांची संख्या: 100

एकुण: 32000.00

*[Signature]*  
दस्त हजर करणाऱ्याची मही:

*[Signature]*  
सह दुय्यम निबंधक, मुंबई-4

*[Signature]*  
सह दुय्यम निबंधक, मुंबई-4

दस्ताचा प्रकार: करारनामा

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

शिक्षा क्र. 1 27 / 06 / 2024 12 : 10 : 12 PM ची वेळ: (सादरीकरण)

शिक्षा क्र. 2 27 / 06 / 2024 12 : 11 : 12 PM ची वेळ: (फी)

## प्रतिज्ञापत्र

सब्र दस्तावेज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीस दाखल केलेला आहे. दस्तावेजाला संपूर्ण मजकूर निष्पादक व्यक्ती साक्षीदार व सोबत जोडलेल्या कोणत्याही सत्यता तपासली आहे. दस्ताची सत्यता, वैधता कायदेशीर बाबीमातीत निष्पादक व कबुलीधारक हे संपूर्णपणे जबाबदार राहतील.

*[Signature]*  
लिहून घेणारे

*[Signature]*  
लिहून घेणारे



Missing Scan Doc Records and Files



दस्त गोपवारा भाग-2

बर्बई-4 27/06/2024  
दस्त क्रमांक: 13191/2024

27/06/2024 12:19:36 PM  
दस्त क्रमांक : बर्बई-4/13191/2024  
दस्तावा प्रकार :- करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	ठसा प्रमाणित
1	नाव: स्वयम रियल्टर्स आणि ट्रेडर्स एलएलपी यांच्यावतीने सिनियर मॅनेजर आणि अधिकृत व्यक्ती द्वारकानाथ के. राव पत्ता: फ्लॉट नं: 801, माळा नं: 8, इमारतीचे नाव: शिखर कॉम्प्लेक्स, श्रीमाळी सोसायटी, ब्लॉक नं: मिठाखाली सिक्स रोडसय्या जवळ, रोड नं: नवरंगपुरा, अहमदाबाद, गुजरात-380009, गुजरात, AHMEDABAD. फोन नंबर: ACEFS2816A	लिहून देणार वय :- 57 स्वाक्षरी:-		
2	नाव: स्वयम रियल्टर्स आणि ट्रेडर्स एलएलपी यांच्यावतीने सिनियर मॅनेजर आणि अधिकृत व्यक्ती अनोज एम गमरे पत्ता: फ्लॉट नं: 801, माळा नं: 8 वा मजला, इमारतीचे नाव: शिखर कॉम्प्लेक्स, श्रीमाळी सोसायटी, ब्लॉक नं: मिठाखाली सिक्स रोडसय्या जवळ, रोड नं: नवरंगपुरा, अहमदाबाद, गुजरात-380009, गुजरात, AHMEDABAD. फोन नंबर: ACEFS2816A	लिहून देणार वय :- 43 स्वाक्षरी:-		
3	नाव: गीता सुधीर नायर पत्ता: फ्लॉट नं: ए-12, माळा नं: -, इमारतीचे नाव: रुस्तमजी आदर्श हेरिटेज, आदर्श विहार कॉम्प्लेक्स, ब्लॉक नं: कार्मल हायस्कूलच्या पुढे, रोड नं: ऑफ भाव रोड, मालाड-पश्चिम, मुंबई-400064, महाराष्ट्र, मुंबई. फोन नंबर: AABPN4892N	लिहून देणार वय :- 56 स्वाक्षरी:-		

वरील दस्तऐवज करून देणार तथाकथीत करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.  
शिक्का क्र.3 ची वेळ: 27 / 06 / 2024 12 : 17 : 32 PM

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

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	ठसा प्रमाणित
1	नाव: दिपक सुभाष धाम वय: 37 पत्ता: 702 7 वा मजला, मॅरिथॉन मॅन्स, मुलुंड गोरगांव लिंक रोड, मुलुंड-पश्चिम, मुंबई-400080 पिन कोड: 400080		
2	नाव: जितेंद्र सखाराम पवार वय: 49 पत्ता: 702 7 वा मजला, मॅरिथॉन मॅन्स, मुलुंड गोरगांव लिंक रोड, मुलुंड-पश्चिम, मुंबई-400080 पिन कोड: 400080		

शिक्का क्र.4 ची वेळ: 27 / 06 / 2024 12 : 18 : 22 PM

सह दुय्यम निबंधक, मुंबई-4

Payment Details.

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	GEETA SUDHIR NAIR	eSBTR/Simple Receipt	69103332024062652255	MH004229014202425R	2042900.00	SD	0002318134202425	27/06/2024
2		DHC		0624269907646	2000	RF	0624269907646D	27/06/2024
3	GEETA SUDHIR NAIR	eSBTR/SimpleReceipt		MH004229014202425R	30000	RF	0002318134202425	27/06/2024

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

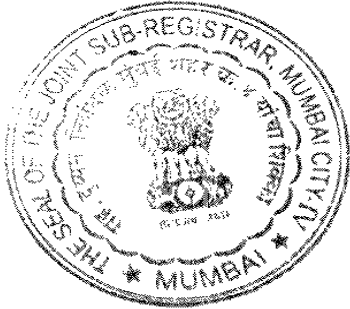
13191 /2024

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2. Get print immediately after registration.

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प्रमाणित करणेत घेते की सदरील  
दस्तामध्ये एकूण २०० पाने आहेत  
पुस्तक क्र. १, बर्बई-४/३३३४६/२०२४ बर  
नोंदला. 27 JUN 2024  
दिनांक



(सुभाकर वि मोरे)  
सह. दुय्यम निबंधक वगं-२, मुंबई शहर-४