

520/16854
Friday, June 21, 2024
11:01 AM

पावती

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

पावती क्र.: 17794 दिनांक: 21/06/2024

गावाचे नाव: घाटकोपर
दस्तऐवजाचा अनुक्रमांक: करल5-16854-2024
दस्तऐवजाचा प्रकार: करारनामा
सादर करणाऱ्याचे नाव: जयसुखलाल देवचंद शाह

नोंदणी फी रु. 30000.00
दस्त हाताळणी फी रु. 1800.00
पृष्ठांची संख्या: 90

DELIVERED

एकूण: रु. 31800.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे
11:20 AM ह्या वेळेस मिळेल.

Joint S.R. Karna-5

बाजार मुल्य: रु.21509027.53 /-
मोबदला रु.22480000/-
भरलेले मुद्रांक शुल्क : रु. 1348800/-

सह दुय्यम निबंधक वर्ग-2
कुर्ला क्र. 5

- 1) देयकाचा प्रकार: DHC रक्कम: रु.1800/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 0624219302718 दिनांक: 21/06/2024
बँकेचे नाव व पत्ता:
- 2) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH003879378202425M दिनांक: 21/06/2024
बँकेचे नाव व पत्ता:

[Handwritten Signature]

मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)					
Valuation ID	202406211166				
मूल्यांकनाचे वर्ष	2024				
जिल्हा	मुंबई(उपनगर)				
मूल्य विभाग	.102-घाटकोपर - कुर्ला				
उप मूल्य विभाग	भुभाग: उत्तरेस 27.45 मी रस्ता व अंशतः गाव हद्द, पूर्वेस गाव हद्द, दक्षिणेस द्रुतगती मार्ग व पश्चिमेस गाव हद्द.				
सर्व्हे नंबर /न. भू. क्रमांक :	सि.टी.एस. नंबर#195				
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.	खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक
	79850	170980	196630	232800	170980
मोजमापनाचे एकक	चौरस मीटर				
बांधीव क्षेत्राची माहिती					
बांधकाम क्षेत्र(Built Up)-	113.17चौरस मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-	बांधीव
बांधकामाचे वर्गीकरण- उद्दवाहन सुविधा-	1-आर सी सी आहे	मिळकतीचे वय- मजला -	0 TO 2वर्षे 5th floor To 10th floor	बांधकामाचा दर -	Rs.30250/-
रस्ता सन्मुख -					
Sale Type - First Sale					
Sale/Resale of built up Property constructed after circular dt.02/01/2018					
मजला निहाय घट/वाढ	= 105% apply to rate= Rs.179529/-				
घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर	=((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * घसा-यानुसार टक्केवारी)+ खुल्या जमिनीचा दर) = (((179529-79850) * (100 / 100))+79850) = Rs.179529/-				
A) मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र = 179529 * 113.17 = Rs.20317296.93/-				
E) बंदिस्त वाहन तळाचे क्षेत्र बंदिस्त वाहन तळाचे मूल्य	27.88चौरस मीटर = 27.88 * (170980 * 25/100) = Rs.1191730.6/-				
Applicable Rules	= ,10,4,16				
एकत्रित अंतिम मूल्य	= मुख्य मिळकतीचे मूल्य +तळघराचे मूल्य + मेझनाईन मजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + बंदिस्त बाल्कनी + मेकेनिकल वाहनतळ = A + B + C + D + E + F + G + H + I + J = 20317296.93 + 0 + 0 + 0 + 1191730.6 + 0 + 0 + 0 + 0 + 0 =Rs.21509027.53/-				

सह दुय्यम निबंधक वर्ग २
कुर्ला क्र. ५

Home Print





Document **H**andling **C**harges
Inspector General of Registration & Stamps

करल - ५

दस्ता क्र. १ ६८५४/२०२४

२१००

Receipt of Document Handling Charges

PRN 0624219302718

Receipt Date 21/06/2024

Received from self, Mobile number 0000000000, an amount of Rs.1800/-, towards Document Handling Charges for the Document to be registered on Document No. 16854 dated 21/06/2024 at the Sub Registrar office Joint S.R. Kurla 5 of the District Mumbai Sub-urban District.

DEFACED

₹ 1800

DEFACED

Payment Details

Bank Name IBKL

Payment Date 21/06/2024

Bank CIN 10004152024062102575

REF No. 2910775128

Deface No 0624219302718D

Deface Date 21/06/2024

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



करल - ५
दस्त क्र. १६८५४/२०२४
३१००

Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 0624219302718	Date 21/06/2024
Received from self, Mobile number 0000000000, an amount of Rs.1800/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Kurla 5 of the District Mumbai Sub-urban District.	
Payment Details	
Bank Name IBKL	Date 21/06/2024
Bank CIN 10004152024062102575	REF No. 2910775128
This is computer generated receipt, hence no signature is required.	





CHALLAN
MTR Form Number-6

करल - ५
दस्त क्र. १६५४ १२०
४१२०

GRN	MH003879378202425M	BARCODE	Date		20/06/2024-16:17:01	Form ID	25.2
Department				Inspector General Of Registration			
Type of Payment				Stamp Duty Registration Fee			
Office Name				KRL5_JT SUB REGISTRAR KURLA NO 5			
Location				MUMBAI			
Year				2024-2025 One Time			
Account Head Details				Amount In Rs.			
0030045501 Stamp Duty				1348800.00			
0030063301 Registration Fee				30000.00			
Total				13,78,800.00			
Payment Details				PUNJAB NATIONAL BANK			
Cheque-DD Details				FOR USE IN RECEIVING BANK			
Cheque/DD No.				Bank CIN			
Name of Bank				Ref. No.			
Name of Branch				Bank Date			
				RBI Date			
				Bank-Branch			
				Scroll No. , Date			
				Not Verified with Scroll			



Department ID : Mobile No. : 9820287108
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(iS)-520-16854	0002139769202425	21/06/2024-11:00:43	IGR561	30000.00
2	(iS)-520-16854	0002139769202425	21/06/2024-11:00:43	IGR561	1348800.00
Total Defacement Amount					13,78,800.00



CHALLAN
MTR Form Number-6



करल - ५

GRN	MH003879378202425M	BARCODE			Date	20/06/2024-16:17:01	Form ID	25.2
Department	Inspector General Of Registration				<div style="border: 2px solid purple; padding: 5px;"> दस्त क. ५६५४ १२०२४ Payer Details ५१०० </div>			
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)						
		PAN No.(If Applicable)	AAZPS7078M					
Office Name	KRL5_JT SUB REGISTRAR KURLA NO 5	Full Name	MR JAYSUKHLAL DEVCHAND SHAH AND MR VIPUL JAYSUKHLAL SHAH					
Location	MUMBAI	Flat/Block No.	FLAT NO 1001 PALAZZO 90 BUILDING					
Year	2024-2025 One Time	Premises/Building	FLAT NO 1001 PALAZZO 90 BUILDING					
Account Head Details		Amount In Rs.	Road/Street	PLOT NO 56 IN THE LAYOUT OF GARODIA NAGAR SCHEME AND SITUATED LYING AND				
0030045501	Stamp Duty	1348800.00	Area/Locality	BEING AT 90 FEET ROAD MUMBAI				
0030063301	Registration Fee	30000.00	Town/City/District					
			PIN	7 7				
			Remarks (If Any)	PAN2=AAXFB6469P~Second Party Name=BLUE CREST DEVELOPERS LLP~				
			Amount In	Thirteen Lakh Seventy Eight Thousand Eight Hundred				
Total		13,78,800.00	Words	Rupees Only				
Payment Details	PUNJAB NATIONAL BANK		FOR USE IN RECEIVING BANK					
Cheque-DD Details			Bank CIN	Ref. No.	03006172024062001169	200624M1198167		
Cheque/DD No.			Bank Date	RBI Date	20/06/2024-16:51:01	Not Verified with RBI		
Name of Bank			Bank-Branch	PUNJAB NATIONAL BANK				
Name of Branch			Scroll No. , Date	Not Verified with Scroll				



Department ID :

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

Mobile No. : 9820287108

सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.



करल - ५
दस्त क्र. १६५४ / २०२४
६१०

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") is made and executed at Mumbai, on this 20th day of June in the Christian Year Two Thousand and Twenty-Four (2024):



BETWEEN

Blue Crest Developers LLP, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, holding LLP identification no. AAW-2196 and having its registered office at 198, 4 Ground Floor, Sawla Sadan, Belgrami Road, Kurla (West), Mumbai 400070, hereinafter referred to as "**the Developer**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **ONE PART**;

AND

MR. JAYSUKHLAL DEVCHAND SHAH aged 85 years And **MR. VIPUL JAYSUKHLAL SHAH** aged 51 years, Indian Inhabitant/s, having their address at Flat No - 6-A Wing,, 2nd Floor, Plot No - 193, Kailash Castle Building, Above Home Mart, Vallabh Baug Lane, Ghatkopar East 400077; hereinafter referred to as "**the Purchaser/s**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their heirs, executors, administrators and permitted assigns of the **OTHER PART**).

The Developer and the Purchaser/s are hereinafter individually referred to as "**a Party**" and collectively as "**the Parties**".

WHEREAS:

- A. The Developer is entitled to undertake the redevelopment of the immovable property being all that piece and parcel of land admeasuring 853.10 square meters or thereabouts (as per the Property Register Card) forming part of Survey no. 249 Hissa no. 2, bearing CTS no. 195/65 of Village Ghatkopar, Taluka Kurla, Mumbai Suburban District and bearing Plot no. 56 in the layout of Garodia Nagar Scheme and situate, lying and being at 90 Feet Road, Ghatkopar (East), Mumbai 400077 (hereinafter referred to as "**the said Land**"). The said Land is more particularly described in the **First Schedule** hereunder written and shown as marked in hatched lines on the Plan hereto annexed as Annexure 'A'.
- B. The development rights in respect of the said Land have been acquired by the Developer in the manner set out herein below:



i. One Garodia Neelkanth Sagar Co-operative Housing Society Limited, a co-operative society registered under Maharashtra Co-operative Societies Act, 1960, bearing registration no. BOM/HSG/4649 of 1975 and having its registered office at Plot no. 56, Garodia Nagar, 90 Feet Road, Ghatkopar (East), Mumbai 400077 (hereinafter referred to as "**the Society**") is seized and

possessed, as the sole and absolute owner of the said Land, together with the building earlier standing thereon, known as '*Neelkanth Sagar*' comprising of 2 (two) Wings (viz. Wings A and B) and each such Wing comprises of ground plus 3 (three) upper floors and containing 16 (sixteen) self-contained residential flats (now demolished) (hereinafter referred to as "**the Old Building**"). The Old Building has since been demolished as elaborated hereinafter. The said Land and the Old Building are hereinafter collectively referred to as "**the said Property**".

ii. By and under an Indenture dated 31st March, 1986, which is registered with the Sub-Registrar of Assurances at Bombay under serial no. 1572 of 1986 (hereinafter referred to as "**the said Indenture**"), made and executed by and between one (1) Sudha S. Ladhawala, (2) Mohan Velji Patel, (3) Harbai Velji Patel and (3) Ambaprasad Punjalal Dave as partners of a partnership firm M/s. Gokul Builders (*therein referred to as the Vendors*), of the first part and the Society (*therein referred to as the Purchaser*) of the second part, the Society has acquired all the right, title and interest into and upon the said Property, at and for the consideration and on the other terms and conditions more particularly set out therein.

iii. Thus, upon execution of the said Indenture, the Society acquired title to the said Property as owner thereof.

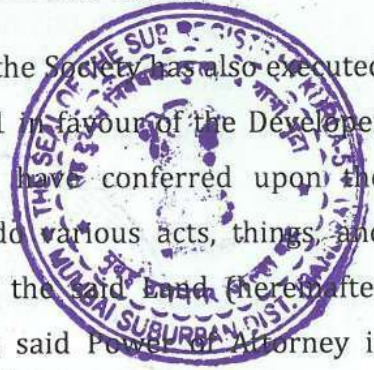
iv. The Society presently has 16 (Sixteen) members who are holding shares issued by the Society and corresponding thereto were occupying their respective premises in the Old Building, prior to demolition of the Old Building (hereinafter collectively referred to as "**the Existing Members**").

v. In the circumstances, the Society is seized and possessed of the said Property as the owner thereof.

vi. The Old Building was in a dilapidated condition and beyond economical repairs and in view thereof, the Society was desirous of appointing a fit and a proper entity engaged in the business of development and redevelopment of immovable properties to undertake the redevelopment of the said Land by demolishing the Old Building; and by constructing on the said Land, a new multi-storeyed building, by using and utilizing the entire available Floor Space Index (hereinafter referred to as "**FSI**") emanating from the said Land and also by consuming any additional FSI as may be consumable on the said Land.

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कल नं १५५४ १३०३५

- vii. By and under a Development Agreement dated 17th November, 2021 (hereinafter referred to as "**the Development Agreement**") made and executed between the Society, some of the Existing Members of the Society and the Developer, the Society, has granted development rights in respect of the said Property to and in favour of the Developer, at and for the consideration and on terms and conditions more particularly contained therein. The said Development Agreement is registered with the Sub-Registrar of Assurances at Kurla no. 5 under serial no. KRL5-17048-2021.
 - viii. In addition to the said Development Agreement, the Society has also executed a Power of Attorney dated 17th November, 2021 in favour of the Developer (acting through its designated partners) and have conferred upon the Developer, certain powers and authorities to do various acts, things, and matters with respect to the redevelopment of the said Land (hereinafter referred to as "**the Power of Attorney**"). The said Power of Attorney is registered with the Sub-Registrar of Assurances at Kurla no. 5 under serial no. KRL5-17050-2021.
 - ix. The Development Agreement and the Power of Attorney are hereinafter collectively referred to as "**the Redevelopment Documents**".
 - x. As per the terms of the Redevelopment Documents, the Developer has been authorised to demolish the said Old Building and construct on the said Land, a new multi-storeyed building (hereinafter referred to as "**the Proposed Building**"), wherein certain constructed premises are to be provided by the Developer to the Existing Members of the Society, as and by way of their respective permanent alternate accommodation in lieu of their respective old premises in the said Old Building; and the Developer has been further authorised by the Society to sell or otherwise create third party rights in respect of the additional units/premises in the Proposed Building to and in favour of third parties, which third parties would be admitted by the Society as its new member/s along with the existing members of the Society.
 - xi. The Existing Members of the Society have since vacated the said Old Building and the Developer has demolished the same.
- C. In the circumstances, by virtue of the Redevelopment Documents, the Developer has become entitled to undertake redevelopment of the said Land and put-up construction of the Proposed Building on the said Land.
- D. The name of Society is reflected in the Property Register Card in respect of the said Land as owner and holder thereof. Annexed hereto and marked as **Annexure 'B'** is a copy of the Property Register Card of the said Land viz. land bearing CTS no. 195/65 of Village Ghatkopar, Taluka Kurla, Mumbai Suburban District.



[Handwritten signatures and marks]

E. The Developer has after considering various options available for development and construction on the said Land, envisaged a scheme of development of and construction on the said Land such that the development potential of the said Land can be completely utilised by the Developer to the maximum extent possible by constructing on the said Land, the Proposed Building as permissible under the applicable provisions of the Development Plan and the applicable Development Control and Promotion Regulations, 2034 for Greater Mumbai (hereinafter referred to as "the DCPR") framed under the provisions of the Maharashtra Regional and Town Planning Act, 1966. It is clarified that the term "DCPR" wherever the same appears in this Agreement, shall mean and include the applicable development plan and the development control and promotion regulations, as may be in force and be applicable from time to time including any statutory re-enactment or modifications thereof and specific references to any particular provisions of the presently applicable DCPR shall mean and include references to any corresponding provisions of any statutory modification and/or re-enactment thereof.

F. The Developer, being desirous of putting up construction of the Proposed Building on the said Land, had submitted plans for construction of the Proposed Building for approval to the MCGM and the MCGM has thereupon approved such plans and has issued an Intimation of Disapproval dated 31st December, 2021, bearing number P-8394/2021/(195/65)/N Ward/GHATKOPAR/IOD/1/New, regarding the Proposed Building to be constructed on the said Land. A copy of the Intimation of Disapproval dated 31st December, 2021 is annexed hereto and marked as Annexure 'C'.

G. Pursuant to the demolition of the said Old Building, on the basis of an application made by the Developer to the MCGM, the MCGM has issued a Commencement Certificate dated 05th May, 2022, bearing number P-8394/2021/(195/65)/N Ward/GHATKOPAR/CC/1/New, and has thereby permitted the Developer to commence construction of the Proposed Building on the said Land. A copy of the said Commencement Certificate dated 05th May, 2022 is annexed hereto and marked as Annexure 'D'.

H. The Developer thus, proposes and intends to construct on the said Land, a multistoried building comprising of Ground/stilt plus 15 (fifteen) upper floors being the Proposed Building, or such further additional floors or structures as may be approved to be constructed on the said Land as mentioned hereinafter.

I. The Developer has also disclosed to the Purchaser/s that, at present total FSI available for consumption on the said Land as per the applicable provisions of DCPR is 2877.40 square meters and which is already permitted to be consumed (as per the existing approved plans which were approved along with the Intimation of Disapproval) in the course of construction of the Proposed Building; and further FSI may be permitted for consumption on the said Land either upon the Developer

acquiring and loading further FSI on the said Land, in the form of Transferable Development Rights (hereinafter referred to as "TDR") and/or by payment of premium to the MCGM and/or the Government of Maharashtra and/or any other concerned authorities in accordance with the provisions of the DCPR and further compensatory fungible FSI will also be permitted for consumption (or construction of compensatory fungible area) on the said Land on payment of applicable premium to the MCGM and/or other concerned authorities.

करल - ५
३०/१०

- J. It is clarified that the development potential available on the said Land, and as may become available hereafter; the Developer shall be applying for and obtaining permits/approvals for construction/extension of the Proposed Building on the said Land which shall be a multistoried building as aforesaid.
- K. It is clarified that the stage wise or phase wise development and construction approvals as have been obtained and as shall be hereafter obtained by the Developer, shall not be deemed to be a restriction or a fetter or a disentitlement on the ability and authority of the Developer to apply for and obtain further approvals for construction on the said Land. Accordingly, pursuant to commencing construction of the Proposed Building and pursuant to the execution hereof, the Developer shall be making additional applications to the MCGM and other concerned authorities from time to time for approvals for extension of the Proposed Building by adding floors therein or by construction on the said Land of additional structure/s as may be permissible so as to be able to effectively consume and utilise the entire development potential as may be available in respect of the said Land.
- L. The Developer has in accordance with the aforesaid approvals, commenced construction of the Proposed Building on the said Land to be known as "Palazzo 90". The development of and construction work on the said Land as undertaken by the Developer in the manner aforesaid is hereinafter referred to as "the Project". The term "the Project" wherever the same appears hereinafter shall include without limitation the entire project of construction of the Proposed Building on the said Land; and other structures and the entire development of the said Land, as envisaged by the Developer. The Developer reserves the right to change the name of the Proposed Building at any time prior to the completion of construction thereof and the Purchaser/s confirm/s that the Purchaser/s do/does not have any objection thereto.
- M. The right and title of the Developer in respect of the said Land has been certified by Adv Neil Mandevia, the Solicitor of the Developer, vide Report on Title dated 14th May, 2022, and a copy of the said Title Certificate is annexed hereto and marked as Annexure 'E'.
- N. The Developer has registered the said Project of redevelopment and construction on the said Land under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "RERA"), with the Maharashtra Real Estate

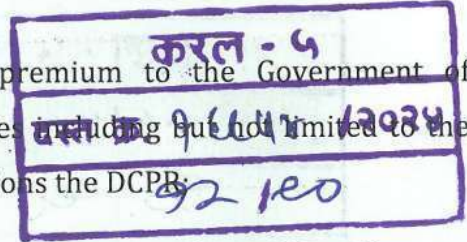


Regulatory Authority, under registration no. **P51800045815**. A copy of the Project

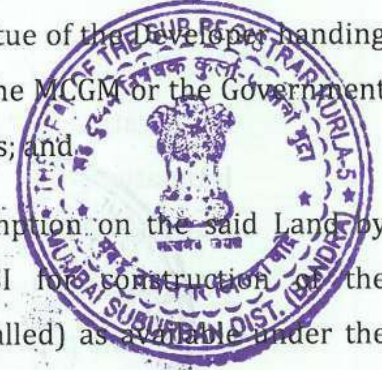
Registration Certificate issued by the Maharashtra Real Estate Regulatory Authority in respect of the said Project is annexed hereto and marked as **Annexure 'F'**.

- O. It is further clarified that although the Developer has envisaged a broader scheme of development and construction on the said Land, as aforesaid, considering the fact that the MCGM has presently granted the approvals, as referred to hereinabove, and that under such approvals, only a part of the presently available development potential of the said Land is being utilised presently in the course of development and construction of the Proposed Building; the Developer shall from time to time accordingly be making applications to the MCGM for amendments to the approved plans and for issuance of further approval of plans and further Commencement Certificates or revalidation of the Commencement Certificate in terms of the amended plans such that the entire available development potential of the said Land (as is available presently and as hereafter may become available) is completely consumed in the course of development and construction of the Proposed Building and/or additional structure/s on the said Land and accordingly, the plans for construction of the Proposed Building on the said Land are subject to further modifications. Presently, the Developer has commenced construction on the said Land on the basis of the approvals obtained as of now and subsequent modifications will be done on the basis of the further development potential that is presently available but not utilised (under the existing provisions of the DCPR) and that may from time to time hereafter become available due to various factors and as per any statutory modifications, amendments or re-enactment of the DCPR.
- P. It is clarified that the Developer has designed the foundation, piling and other aspects pertaining to the load bearing capacity of the Proposed Building; and has also made provisions for utilities, common areas and common facilities like water tanks, lifts, etc. in such manner that the same would support, withstand and bear the load of the extensions to the Proposed Building with a height of Ground/stilt plus 15 floors as is presently envisaged by the Developer.
- Q. It is further clarified that in the course of construction of the Proposed Building, the Developer shall be consuming on the said Land maximum permissible FSI (by whatever named called and in whatever manner available) and development potential as per the provisions of the DCPR (as the same may be modified from time to time or any statutory re-enactment thereof) including but not limited to the following:
- entire development potential available for consumption on the said Land by way of the FSI emanating from the said Land in the form of base land FSI, which can be consumed free of costs thereon, as per the applicable provisions of the DCPR;
 - entire development potential available for consumption on the said Land by way

acquiring of FSI by way of payment of premium to the Government of Maharashtra or any other statutory authorities including but not limited to the MCGM under the presently applicable Regulations the DCPR.



- iii. entire development potential available for consumption on the said Land by way of loading TDR on the said Land in accordance with presently applicable Regulations of the DCPR;
- iv. entire development potential by way of FSI or TDR as may become available to the Developer for utilisation on the said Land by virtue of the Developer handing over any reserved areas affecting the said Land to the MCGM or the Government of Maharashtra or to any other concerned authorities; and
- v. entire development potential available for consumption on the said Land by acquiring of compensatory fungible FSI or FSI for construction of the compensatory fungible area (by whatever name called) as available under the presently applicable Regulations of the DCPR.
- R. Accordingly, the Developer has commenced construction and development of the Proposed Building on the said Land comprising of various units which would be capable of being used *inter alia* as residential flats.
- S. The Developer has entered into an Agreement as prescribed by the Council of Architects appointing the Architects, Anil S Kalgutkar for Kalgutkar & Associates, registered with the Council of Architecture under No. CA/84/8647 and has also appointed Mr Abhijit Vinod Phatarpekar, as structural engineer/designers for preparing structural design and drawings and specifications of the Proposed Building. The Purchaser/s accept/s the professional supervision of the said Architects and the said Structural Engineer till the completion of the Proposed Building, unless otherwise changed by the Developer.
- T. The Purchaser/s has/have approached the Developer for acquiring Residential flat in the Proposed Building, as more particularly described in the **Second Schedule** hereunder written (hereinafter referred to as "**the said Unit**"). The said Unit is shown as marked in hatched lines on the floor plan annexed hereto as **Annexure 'G'**.
- U. The Developer has informed the Purchaser/s that as per the provisions of the Redevelopment Documents and agreements executed between the Developer, the Society and the Existing Members of the Society, the said Unit forms a part of the sale component, which the Developer is entitled to sell and transfer to third parties.
- V. The Developer is in the process of entering into several Agreements similar to this Agreement (which drafts may change from time to time depending *inter alia* on the basis of further approvals, as may be obtained by the Developer for construction on the said Land as recited above or due to any other factual changes as may be applicable in the matter of development/construction on the said Land) with various



parties, who may agree to take and acquire premises in the Proposed Building to be constructed on the said Land on ownership basis, with a view that ultimately the purchasers/occupants of the various premises in the Proposed Building would be admitted by the Society as its new member/s along with the Existing Members.

- W. The Purchaser/s has/have taken inspection of all the documents of title relating to the said Land including inter alia the documents referred to hereinabove; and the Purchaser/s has/have fully satisfied himself/herself/themselves about the entitlement of the Developer to redevelop the said Land by construction of the Proposed Building thereon; and to enter into these presents.
- X. The Purchaser/s has/have demanded and has/have also taken inspection of Project Registration Certificate issued by Maharashtra Real Estate Regulatory Authority, the Intimation of Disapproval and Commencement Certificate issued by the MCGM, the concession plans on the basis of which the concessions with regard to the Proposed Building have been sanctioned by the MCGM, the No Objection Certificates issued by MCGM, the plans as are proposed to be submitted by the Developer to the concerned authorities for approval and other relevant documents and papers including *inter alia* the municipal assessment bills, city survey records, record of rights, property register cards and all other documents required to be furnished to the Purchaser/s by the Developer under RERA and the Real Estate (Regulation and Development) (Registration of the Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 (hereinafter referred to as "**RERA Rules**") and the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "**MOFA**") and the Maharashtra Ownership Flats (Regulation of promotion of Construction, Sale, Management and Transfer) Rules, 1964 (hereinafter referred to as "**MOFA Rules**") made thereunder; and the Purchaser/s confirm/s that he/she/they has/have entered into this Agreement after being aware of all the facts and after inspecting the afore recited documents and other relevant documents and papers in respect of the said Land and the said Project.
- Y. The Purchaser/s has/have also reviewed all documents uploaded by the Developer pertaining to the Project on the website of the Maharashtra Real Estate Regulatory Authority and has/have read and understood the contents thereof.
- Z. The Purchaser/s has/have also read and understood the terms and conditions and the obligations as prescribed in the various approvals and sanctions obtained by the Developer; and is/are aware that some of such conditions and/or obligations shall require compliance in continuity by the Purchaser/s and/or the Society even after the development and construction of the Proposed Building is completed and after the management of the Proposed Building is handed over to the Society as provided hereinafter; and the Purchaser/s has/have agreed to abide by and comply with such

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3.5. The Developer may allow, in its discretion a rebate for early payments of the installments of the Purchase Price payable by the Purchaser/s by discounting such early payments at the Agreed Interest Rate per annum for the period by which the respective installment has been preponed. Such rebate shall be provided to the Purchaser/s only if mutually agreed upon between the Parties in writing. The

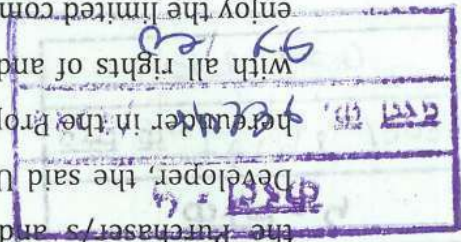
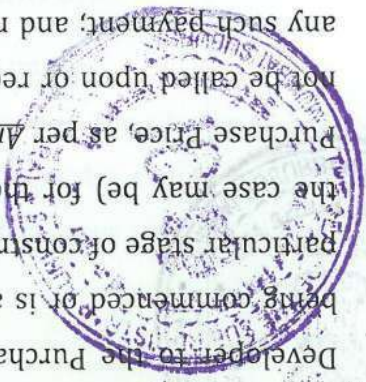
3.4. The said amount of Purchase Price is non-escalatory, save and except in the event of any increase in the development charges or any other charges or taxes payable by the Developer to MCGM or any other governing authorities. In the event of such escalations in the Purchase Price as a result of the aforesaid events, then the Developer shall enclose a copy of the relevant notifications, circulars, etc. together with the demand letter issued by the Developer to the Purchaser/s for the escalated Purchase Price.

3.3. The said amount of the Purchase Price referred to hereinabove excludes all taxes (comprising inter alia of tax paid or payable by the Developer by way of Goods and Services Taxes and Cess and any other similar taxes, which may be levied or payable by the Developer, in connection with the construction and development of the Proposed Building and carrying out the Project) up to the date of handing over possession of the said Unit, as elaborated herein below.

3.2. It is agreed between the Parties hereto that a notice/intimation forwarded by the Developer to the Purchaser/s stating that a particular stage of construction is being commenced or is achieved or is completed shall be sufficient proof that a particular stage of construction is being commenced or achieved or completed (as the case may be) for the purpose of making payment of the installment of the Purchase Price, as per Annexure 'H' hereto. The Developer is not bound and shall not be called upon or required to give any further notice or intimation requiring any such payment; and non-furnishing of any further particulars or non-issuance of any further notice or intimation, shall not be pleaded by the Purchaser/s as an excuse for non-payment of any amount/s due on the respective due dates or events.

the Purchaser/s and the Purchaser/s hereby agree/s to purchase from the Developer, the said Unit as more particularly described in the **Second Schedule** hereunder in the Proposed Building being constructed on the said Land together with all rights of and incidental thereto and together with the right to use and enjoy the limited common areas and facilities and the common areas and facilities in common as specified in **Part A** and **Part B** respectively of the **Third Schedule** hereunder written (all of which aforesaid rights and entitlements of the Developer agreed to be sold hereunder are hereinafter collectively referred to as "the said Premises").

to be observed, performed or complied with, the Developer hereby agrees to sell to



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3.1. In consideration of the aggregate amount as mentioned in Annexure 'H' hereto (hereinafter referred to as "**the Purchase Price**") agreed to be paid by the Purchaser/s to the Developer (exclusive of all fees, charges, taxes, cesses, levies, etc. and other amounts as specifically mentioned herein) in the manner and installment/s as contained in Annexure 'H' hereto and in further consideration of the Purchaser/s agreeing to pay to the Developer the other amounts as hereinafter mentioned and in further consideration of the Purchaser/s agreeing to abide by the terms, conditions, covenants herein set out and on the part of the Purchaser/s

3. TRANSACTION:

The Developer shall construct and develop the Proposed Building and the additional structure/s/wings as recited above, presently proposed to be comprising of Ground/stilt plus 15 (fifteen) upper floors and further comprising of such additional wings or floors as may be sanctioned hereafter by the concerned authorities (by virtue of increase in the FSI or any additional FSI becoming available for consumption on the said Land as recited above or otherwise howsoever) on the said Land in accordance with the plans, designs, specifications approved by the MCGM and any other concerned local authorities and which may further be approved hereafter by the concerned local authorities (for the additional floors or additional structures or additional wings as stated above) and approved by the Purchaser/s, with such further variations therein as the Developer may consider necessary or expedient or as may be required by the concerned local authority/the Government to be made in them or any of them.

2. DEVELOPER TO CONSTRUCT THE PROPOSED BUILDING

The Recitals, Schedules and Annexures to this Agreement shall form an integral part of this Agreement and are not repeated in the operative part only for the sake of brevity and the same should be deemed to be incorporated in the operative part also as if the same were set out hereinafter and reproduced verbatim.

1. RECITALS TO FORM AN INTEGRAL PART:

PARTIES HERETO AS FOLLOWS:

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE

BB. The Parties are desirous of reducing to writing the terms and conditions agreed upon between themselves as hereinafter appearing.

AA. In the circumstances aforesaid, pursuant to negotiations between the Parties the Purchaser/s has/have agreed to purchase and acquire from the Developer and the Developer has agreed to sell to the Purchaser/s, the said Unit on the terms and conditions herein contained.

continuing conditions and obligations.

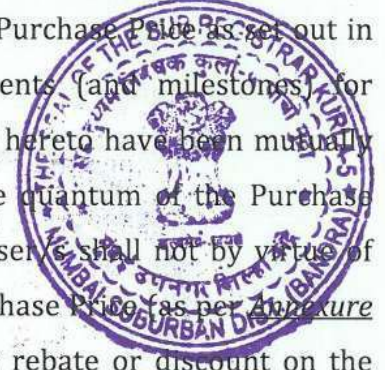
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provision for allowing rebate and the rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser/s by the Developer. The term "Agreed Interest Rate" wherever the same appears in this Agreement shall be deemed to be a reference to the Interest Rate as mentioned in Rule 18 of the RERA Rules.

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3.6. It is clarified that the amount/quantum of the Purchase Price as mentioned in Annexure 'H' is arrived at and agreed upon between the Parties after considering the installments (and milestones) for payment of the Purchase Price as set out in Annexure 'H' hereto; and accordingly, the installments (and milestones) for payment of the Purchase Price, as set in Annexure 'H' hereto have been mutually agreed upon at after considering and negotiating the quantum of the Purchase Price, as arrived at and recorded herein. The Purchaser/s shall not by virtue of making timely payment of the installments of the Purchase Price (as per Annexure 'H' hereto) seek to claim or be entitled to claim any rebate or discount on the Purchase Price pursuant to Clause [3.5] hereof.



4. DEFAULT OR FAILURE IN PAYMENT OF PURCHASE PRICE:

Notwithstanding anything to the contrary contained in this Agreement, it is specifically agreed that:

4.1. The time for making payments of the installments as mentioned in Annexure 'H' and of the other amounts as mentioned in this Agreement is strictly of the essence of this contract and any delay by the Purchaser/s in making the said payment/s shall forthwith render this Agreement voidable at the sole and exclusive option of the Developer without any further act and/or reference and/or recourse to the Purchaser/s and in the event of the Developer so treating this Agreement void, the Developer shall be entitled to forfeit 20% (Twenty Percent) of the total Purchase Price (excluding any taxes or stamp duty, interest at the Agreed Interest Rate on delayed and unpaid installments or other amounts) from the amounts till then received by the Developer from the Purchaser/s; and thereupon the Developer shall also be free and entitled in its own right to deal with the said Unit and the Developer's rights therein, in any manner as the Developer in its sole discretion deems fit and proper, without any reference and/or payment whatsoever to the Purchaser/s; and without the requirement of obtaining any orders of declaration of termination from any Courts; and without the requirement of execution of any document or deed of cancellation.

4.2. A termination letter issued by the Developer to the Purchaser/s regarding such termination shall effectively terminate this Agreement; and thereupon the Purchaser/s shall have no right, title, interest, share, claim or demand in to or upon the said Premises and/or any part thereof and/or otherwise against the Developer in any manner whatsoever and howsoever arising. The Purchaser/s

hereby undertake/s with the Developer that in such an event of termination, the Purchaser/s shall forthwith handover the original registered set of this Agreement to the Developer. The refund pursuant to the termination as provided in Clause [4.1] shall be made by the Developer to the Purchaser/s (without any interest thereon) within 3 (three) months of the sale by the Developer of the said Unit to a third party or completion of the construction of the entire Proposed Building, whichever is earlier. The amount of refund in such an event shall further be subject to deduction of any taxes paid and other amounts expended by the Developer pursuant to this Agreement (including inter alia any brokerage charges paid by the Developer in pursuance of the transaction recorded in this Agreement); and other amounts payable by the Purchaser/s hereunder as may be payable up to the date of termination, as well as the costs incurred by the Developer in finding a new willing acquirer/transferee who may acquire the said Unit (including but not limited to brokerage charges as may be incurred by the Developer in that behalf). It is clarified that in the event if the Purchaser/s has/have obtained a housing finance or loan from any bank or financial institution by offering the rights of the Purchaser/s under this Agreement or the said Premises, then and in such an event, the refund pursuant to this Clause [4.2] shall be made by the Developer directly to the lender from whom the Purchaser/s may have obtained such housing finance or loan and balance amount, if any refundable, shall be paid by the Developer to the Purchaser/s.

4.3. The Purchaser/s hereby agree/s and undertake/s that he/she/they are not entitled to and shall not have any right, title, interest, share, claim, demand of any nature whatsoever and howsoever arising against the Developer/its transferee/s/allottee/s/nominee/s and/or otherwise in to upon the said Premises in such an event **PROVIDED HOWEVER THAT** the Developer shall not exercise the aforesaid right of termination unless and until a notice of 15 (Fifteen) days demanding payment of the due installment is given to the Purchaser/s and even thereafter, the Purchaser/s fail to make payment of the relevant installment **PROVIDED FURTHER THAT** strictly without prejudice to the aforesaid, the Developer in its sole and absolute discretion may, instead of treating this Agreement void as aforesaid, permit the Purchaser/s to pay the said installments after their respective due dates but after charging interest thereon at the Agreed Interest Rate on such outstanding amounts (from the date such amount/s has/have become due to be paid by the Purchaser/s till the date of actual payment thereof).

4.4. In the event of any delayed payment being received by the Developer from the Purchaser/s, the Developer shall notwithstanding any instructions to the contrary by the Purchaser/s accompanying such payment, be entitled to appropriate the amount received first towards the interest receivable from the Purchaser/s in

respect of the delayed payment and thereafter towards the principal amount of the delayed payment.

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5. DEVELOPER TO COMPLY WITH APPROVALS AND STATUTORY CONDITIONS:

The Developer hereby agrees to observe, perform and comply with all the terms, conditions and restrictions, if any, which may have been imposed by the MCGM and other concerned local authorities at the time of sanctioning the plans or thereafter in relation to the said Land.

6. DECLARATION AS TO DEVELOPMENT POTENTIAL:

The Developer hereby declares that the FSI at present available for consumption/utilisation in respect of the said Land as per the presently applicable provisions of the DCPR is 2877.40 square meters and that no part of the FSI has been utilized by the Developer elsewhere for any purpose whatsoever. In case the said FSI has been used by the Developer elsewhere, then the Developer shall furnish to the unit purchaser, all the detailed particulars in respect of such utilization of the said floor space index by the Developer. The Developer has already disclosed to the Purchaser/s that additional FSI shall be utilised by the Developer in the course of construction of the Proposed Building on the said Land in the manner as recited above. Accordingly, nothing contained in this Clause or otherwise in this Agreement shall be deemed to be a restriction on the ability of the Developer to consume any additional FSI as may hereafter become available for consumption on the said Land.



7. PLANNING AND DESIGN SUBJECT TO AMENDMENTS AND CHANGES:

- 7.1. The planning and design of the said Unit, is subject to amendments and changes as may be stipulated by the MCGM, Government, local authority and as per the requirements of the Developer.
- 7.2. The Purchaser/s hereby further agree/s and covenant/s with the Developer to render full co-operation to the Developer and to sign and execute all papers and documents, in favour of the Developer or otherwise as may be necessary for the purpose of enabling the Developer to construct the Proposed Building (including the additional floors therein as aforesaid) or to put up additional construction on the said Land, as stated in this Agreement and in particular the Recitals hereof, in accordance with the approvals or such other plans, with such additions and alterations, as the Developer may in its sole and absolute discretion deem fit and proper and/or for the purpose of applying for and/or obtaining the approval or sanction of the MCGM or any other appropriate authorities in that behalf as well as for the approval or sanction relating thereto. The Purchaser/s hereby further agree/s and give/s his/her/their specific irrevocable consent to the Developer to carry out such amendments, alterations, modifications or variations in constructing the said Unit and the Proposed Building on the said Land and/or to

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the layout plan and/or to the building plans (whether or not envisaged and/or proposed to be constructed at present), however, the aggregate area/size of the said Unit agreed to be acquired by the Purchaser/s is not in any manner reduced, beyond the Agreed Variation Limit, as set out hereunder **PROVIDED THAT** the Purchaser/s shall not object to any variations in the dimensions or location of the said Unit as may be necessitated by such amendments, alterations, modifications or variations in constructing the said Unit **PROVIDED FURTHER THAT** it is possible that the areas of the said Unit may undergo certain minor changes due to construction related exigencies and change in dimensions of the said Unit; and accordingly the Parties agree and acknowledge that a change/variation in such areas up to 3% (three percent) (plus or minus) in the said Unit is acceptable to each Party (hereinafter referred to as "**the Agreed Variation Limits**").

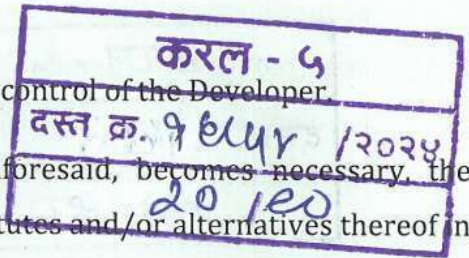
7.3. In the circumstances, if the carpet area of the said Unit is less than what is set out in this Agreement, (subject to such reduction being within the Agreed Variation Limits) then the Developer shall be liable to refund to the Purchaser/s an amount out of the Purchase Price, which is proportionate to the reduced carpet area of the said Unit. Similarly, if the carpet area of the said Unit is more than what is set out in this Agreement, (subject to such increase being within the Agreed Variation Limits) then the Purchaser/s shall be liable to pay to the Developer an additional amount towards the Purchase Price, which is proportionate to the increased carpet area of the said Unit; and such increased amount shall be paid by the Purchaser/s to the Developer along with the next due installment of the Purchase Price or at the time of the Developer offering to put the Purchaser/s in possession of the said Unit, whichever is earlier. It is clarified that in the event if any amounts as are payable by the Developer to the Purchaser/s (due to reduction in the carpet area as aforesaid) then the Developer shall either: **(i)** refund the amount that is payable to the Purchaser/s prior to handover of possession of the said Unit to the Purchaser/s (without any interest thereon); or **(ii)** appropriate the same, at the Developer's own discretion under any head/s of the outstanding due/s payable by the Purchaser/s to the Developer, without requiring any prior consent from the Purchaser/s.

8. DESCRIPTION OF INTERNAL FIXTURES:

8.1. It is expressly agreed that the Developer shall provide in the said Unit and the said Unit shall contain fixtures, fittings, and amenities as set out in **Annexure 'I'** hereto (hereinafter referred to as the "**said Internal Fixtures**") and the Purchaser/s confirm/s that the Developer shall not be liable to provide any other additional specifications fixtures, fittings, and amenities in the said Unit. It is specifically agreed between the Parties hereto that the Developer shall have the right to change /substitute the said Internal Fixtures in the event that there is any uncertainty about the availability thereof, either in terms of quantity and/or

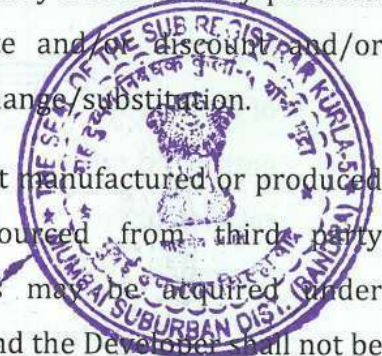
  

quality and/or for any other reason beyond the control of the Developer.



8.2. If any change in the Internal Fixtures, as aforesaid, becomes necessary, the Developer shall be entitled to choose the substitutes and/or alternatives thereof in its absolute discretion to enable the Developer to offer possession of the said Unit on the specified date. The Developer shall however make endeavors to ensure that such substitutes and/or alternatives are similar to the fixtures/amenities as hereunder agreed, in quality and quantity, as far as may be reasonably possible. The Purchaser/s agree/s not to claim any rebate and/or discount and/or concession in the Purchase Price on account of such change/substitution.

8.3. It is further clarified that the Internal Fixtures are not manufactured or produced by the Developer and that the same are sourced from third party vendors/suppliers. Some of the Internal Fixtures may be acquired under warranties and others may not have any warranties and the Developer shall not be responsible to repair and/or replace the same. Accordingly, once possession of the said Unit with the Internal Fixtures is handed over by the Developer to the Purchaser/s, thereafter in case of to any operational issues or malfunctioning of the Internal Fixtures, the Purchaser/s shall not hold the Developer responsible and/or liable for repairs or replacement thereof; and the Purchaser/s shall make appropriate claims only against the supplier/manufacturer thereof, as per the terms of the respective warranties of the respective Internal Fixtures (if applicable). Accordingly, the defect liability obligation of the Developer as set out in the first proviso to Clause [18.6] hereof shall not be applicable to the Internal Fixtures and the same shall pertain only to the construction of the Proposed Building.



9. COMMON AREAS AND FACILITIES:

It is expressly agreed that the Purchaser/s along with the other purchasers/occupants of premises in the Proposed Building shall be proportionately entitled to use, occupy and enjoy the common areas and facilities in the Proposed Building and the nature, extent and description of such common areas and facilities which the Purchaser/s will proportionately enjoy in the common areas and facilities is set out in **Part A (Limited Common Areas)** and **Part B (Common Areas)** of the Third Schedule hereunder written. The Purchaser/s shall not claim use or entitlement to use any areas in the Proposed Building on the ground that the same are approved as common areas in the approved plans; and the only common areas that the Purchaser/s is/are expecting to use/enjoy and shall be entitled to use/enjoy are as set out in the Third Schedule, subject to what is set out therein.

10. PURCHASER/S' SATISFACTION ON TITLE:

The Purchaser/s is/are aware that the Society is the owner of the said Land and has

acquired title to the said Land in the manner recited hereinabove; and the Developer has acquired the entitlement to redevelop to the said Land, in the manner as recited hereinabove; and the Purchaser/s hereby acknowledge/s that the Developer has made a full and true disclosure of the nature of its rights to put up construction of the Proposed Building on the said Land. The Purchaser/s has/have independently inspected and verified the title deeds and all papers and documents hereinabove recited and has/have fully satisfied himself/herself/ themselves about the title of the Society to the said Land and the entitlement of the Developer to develop the said Land by construction of the Proposed Building and enter into these presents and the Purchaser/s shall not be entitled to further investigate the title of the Society to the said Land or the entitlement of the Developer to undertake the development and construction of the same and/or be entitled to make any requisition or raise any objection with regard to any other matters relating thereto. The Purchaser/s has/have also taken inspection of the orders and approved plans, Intimation of Disapproval, Commencement Certificate and other approvals as are already issued by the MCGM and other relevant documents and papers required to be furnished by a promoter/developer to a purchaser including the municipal assessment bills, city survey records, record of rights, property register cards and other documents mentioned in RERA, RERA Rules and to the extent as applicable under the provisions of MOFA and MOFA Rules; and the Purchaser/s confirm/s that he/she/they has/have entered into this Agreement after inspecting and understanding the aforesaid documents and papers. The Purchaser/s has/have also read and understood the terms and conditions and the obligations as prescribed in the various approvals and sanctions obtained by the Developer and is/are aware and acknowledge/s that some of such conditions and/or obligations shall require compliance in continuity even after the development and construction of the Proposed Building is completed and after the management of the Proposed Building is handed over to the Society, as provided hereinafter, and the Purchaser/s has/have agreed to abide by and comply with such continuing conditions and obligations.

11. PURCHASER/S TO BECOME MEMBERS OF THE SOCIETY:

Pursuant to receipt of the Occupancy Certificate in relation to the entire Proposed Building and after all the premises in the Proposed Building are agreed to be sold by the Developer under duly registered documents on the broad lines of this Agreement and subject to receipt of the entire amount of the Purchase Price hereunder agreed to be paid by the Purchaser/s to the Developer as provided in Annexure 'H' hereto and further subject to payment by the Purchaser/s of all other amounts hereunder agreed to be paid by the Purchaser/s to the Developer, the Developer shall make the requisite application to the Society for inducting the Purchaser/s as member/s in the Society in accordance with the provisions of the Redevelopment Documents. Upon completion of the entire project, viz. completion of construction of the Proposed Building and after consuming and utilising the full available construction potential of the entire said Land and receipt

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of occupancy certificate in respect of the entire Proposed Building, the Developer shall require the Purchaser/s to become the member of the Society by paying the requisite admission fee, share application money and pro rata/proportionate contribution towards sinking fund and towards repairs and reserve funds/corpus fund of the Society as per the terms of the Redevelopment Documents, the bye-laws of the Society; and the provisions of the Maharashtra Co-operative Societies Act, 1960; and the Rules framed thereunder and shall from time to time, sign and execute the application for registration and/or membership and other papers and documents necessary for becoming a member and duly fill in sign and return to the Developer/the Society within 7 (seven) days of the same being forwarded by the Developer/the Society to the Purchaser/s.

12. RIGHTS OF THE DEVELOPER:

The Developer has further informed the Purchaser/s that the Developer reserves the right to sell, transfer, assign in favour of any person/s and/or deal with (a) future rights in respect of the said Land; (b) the balance development potential/rights in respect of the said Land (i.e. after having utilized the FSI available for the construction of the Proposed Building and as per the plans already submitted and/or to be submitted by the Developer from time to time and as per the proposed total scheme of development and construction); (c) various rights that may accrue to and over the said Land in the future including additional development potential as recited above; and (d) the rights for advertising, signage and hoarding for advertising in the compound, common areas and facade of the said Land (the rights referred to in above are hereinafter collectively referred to as "the Incidental Rights"). The Incidental Rights include the right of use of the said Land as a receiving plot and/or to consume or fully exploit by utilising TDR and/or Development Rights Certificates and/or any type of FSI which the Developer and/or its nominee/s may be entitled to, from time to time, at the Developer's sole and absolute discretion. The Developer is also entitled from time to time to deal with and/or dispose of all or any of the Incidental Rights, by way of sale, assignment, lease, transfer, mortgage and/or in any other manner whatsoever as it may in its absolute discretion think fit and proper from time to time and at its entire discretion and convenience transfer such rights to any person/s. The Purchaser/s expressly consent/s and agree/s that the Purchaser/s shall not claim any rebate or reduction in the Purchase Price in respect of the said Unit and/or any other benefit/right from the Developer and/or such persons, now and/or in future as a result of any development and construction that may be undertaken either by the Developer and/or its nominee/s and/or person/s. The Purchaser/s further agree/s and acknowledge/s that the Developer shall be solely and exclusively be entitled to use and exploit all common area and the compound of the Proposed Building, the façade of the Proposed Building and the terrace on the top of the Proposed Building for advertising purposes and shall be entitled to create such third party rights in respect of such advertising rights and shall be entitled to the entire Purchase Price in that behalf and the Purchaser/s shall not object thereto either in

his/her/their personal capacity/ies or in his/her/their capacity/ies as the member/s of the Society.

13. NO OBJECTION TO DEVELOPMENT/CONSTRUCTION:

It is expressly agreed by and between the Parties as follows:

13.1. As aforesaid, the Developer shall be constructing the Proposed Building and additional structures/wings/floors therein as stated above on the said Land; and the Purchaser/s is/are not entitled to and shall not object to such construction for any reasons whatsoever and howsoever arising, at any time hereafter. The Purchaser/s is/are aware that the total height of the Proposed Building as presently proposed by the Developer is up to Ground/stilt plus 15 (fifteen) upper floors and that the same is subject to approvals being granted to the Developer for such construction.

13.2. It is further agreed that save and except the aforesaid terrace over the top most floor in the Proposed Building, the Developer is entitled to sell or allot on an exclusive basis, the terrace/s or pocket terrace/s or extended balcony/ies, which may be abutting the premises in the Proposed Building for the exclusive use of the purchaser/s of such premises. Further the Developer may at its sole and absolute discretion, grant license for exclusive use or maintenance in respect of the terraces to the purchaser/occupant of the premises that is abutting the terrace. The terrace shall not be enclosed by such purchaser/occupant without the permission in writing obtained from MCGM and other concerned authorities and the Developer. The Purchaser/s hereby give his/her/their no-objection to such rights retained by the Developer for such terraces and the Purchaser/s shall not object thereto and/or claim any such terraces and/or any part thereof as common areas and/or have/make any other claim in respect of such terraces against the Developer and/or its nominee/s/ allottee/s/ transferee/s/ licensee/s.

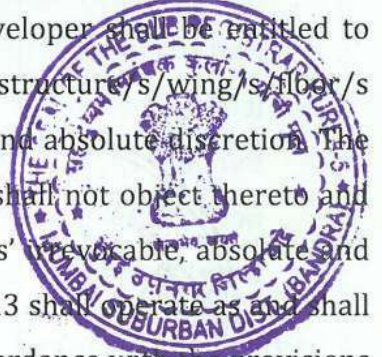
13.3. As recited above, it is reasonably expected by the Developer that the FSI for consumption on the said Land shall be increased, from what is presently approved and thereby the Developer will be able to construct further floors as a part of the Proposed Building, in addition to the presently approved and presently envisaged floors, as recited above.

13.4. The Purchaser/s confirm/s that the Purchaser/s have no objection and shall not raise any objection to the Developer putting up additional construction on the said Land by increasing the number of floors in the Proposed Building as such or by construction of additional wings and/or structures on the said Land.

13.5. The Developer shall have full power and absolute authority, if so permitted by the concerned authorities, to make additions to and/or construct additional building/s or structure/s or wing/s on the said Land and/or additional floor/s in the

Proposed Building including *inter alia* as stated herein above and such additional building/s/structure/s/wing/s/floor/s shall be the sole, exclusive and absolute property of the Developer. The Developer shall be entitled to dispose off such additional building/s/structure/s/wing/s/floor/s in such manner as the Developer may deem fit and proper in its sole and absolute discretion. The Developer shall be entitled to amend/alter/modify the layout plan of the said Land as also construct additional building/s/structure/s/wing/s/floor/s on the said Land or any portion or portions thereof and the Developer shall be entitled to dispose off the premises in such additional building/s/structure/s/wing/s/floor/s as the Developer may deem fit and proper in its sole and absolute discretion. The Purchaser/s is/are not entitled to object thereto and shall not object thereto and this Clause 13 shall always operate as the Purchaser/s' irrevocable, absolute and unconditional no objection in that behalf. This Clause 13 shall operate as and shall be deemed to be the consent of the Purchaser/s in accordance with the provisions of RERA, the RERA Rules, MOFA and the MOFA Rules; and in particular Section 14 of RERA and Section 7A of MOFA.

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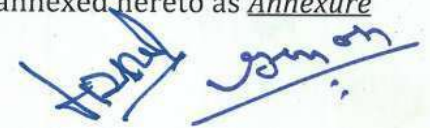


14. PURCHASER/S' ENTITLEMENT TO RAISE LOAN:

The Purchaser/s is/are, at his/her/their sole risk, liability and responsibility, free to raise a loan from any financial institution or bank, limited for the purpose of enabling the Purchaser/s to make payment of the amounts hereunder payable to the Developer for acquiring the said Unit, by offering the rights of the Purchaser/s hereby granted in respect of the said Unit as security to such financial institution or bank. However, such loan should be strictly personal to the Purchaser/s and the right of the Developer to receive the balance Purchase Price and all other sums as hereunder provided from the Purchaser/s including the sums as and by way of reimbursement of any amounts hereunder agreed to be paid by the Purchaser/s or otherwise recoverable from the Purchaser/s as damages or otherwise, shall override the rights of the financial institution/bank/organization/employer in respect of the loan so availed of by the Purchaser/s. The repayment of the loans, interest and other charges on such loan shall be the sole responsibility of the Purchaser/s. Once the Purchaser/s has/have paid the full Purchase Price and other amounts as payable under this Agreement and has/have taken possession of the said Unit, thereafter due to non-payment of the loan by the Purchaser/s, the recourse available to the financial institution would be only against the said Unit and against the Purchaser/s personally and not against the said Land, the Proposed Building or any one of them or any of the other premises in the Proposed Building, and not against any other assets/rights of the Developer.

15. RIGHT OF THE PURCHASER/S RESTRICTED TO THE SAID UNIT ONLY:

It is clarified that the right of the Purchaser/s is restricted to the said Unit agreed to be sold to him/her/them by the Developer as per the floor plan annexed hereto as Annexure



'G' and use and enjoyment of common areas, facilities and utilities in common as aforesaid and the Purchaser/s shall not be entitled to claim any right to any open space or passage, staircase, open parking space, stilt parking spaces or any other area in to or upon the said Land and/or the Proposed Building or any other space surrounding the Proposed Building or any of them in any manner whatsoever, as the same belongs to and are the sole, exclusive and absolute property of the Developer.

16. NO CHANGE OF USER:

It is expressly agreed, by and between the Developer and the Purchaser/s that the said Unit is agreed to be hereby sold to the Purchaser/s for use as a Residential Flat only and it shall be utilized by the Purchaser/s for the purpose for which it is sold to the Purchaser/s and for no other purpose or purposes whatsoever. The Purchaser/s agree/s not to change the user of the said Unit, without prior written consent in writing of the Developer, the MCGM and the concerned authorities.

17. PARKING SPACES:

17.1. For the effective management of parking spaces in the Proposed Building and in order to avoid any later disputes, the Developer shall be entitled to; and the Purchaser/s hereby specifically authorise/s the Developer to carry out a tentative earmarking of parking spaces (in open or in the stilt area or ground floor or in the mechanical Automated tower parking or puzzle/Stack pit parking area on the said Land) of the Proposed Building for the exclusive use thereof, by certain acquirers of premises in the Proposed Building depending on availability. In the alternative to earmarking specific parking spaces for certain premises/flat holders as aforesaid, the Developer may permit some of the occupants/holders of premises/flats in the Proposed Building to park a certain number of vehicles in the parking spaces/area to be provided in the Proposed Building.

17.2. The Purchaser/s agree/s that the Developer shall be entitled to do such earmarking at its discretion and the Purchaser/s hereby accept/s the decisions taken by the Developer in relation to such earmarking of car parking spaces. The Purchaser/s further agree/s and undertake/s that pursuant to handover of the management of the Proposed Building to the Society and admission of the Purchaser/s to the Society as member/s thereof, the Purchaser/s shall cast his/her/their votes in the general meeting or shareholders' meeting, as the case may be, of the Society in favour of approving such car parking earmarking as done by the Developer so that the respective person/s in whose favour the Developer has earmarked the car parking spaces, will be allotted such respective car parking space/s by the Society for exclusive use along with rights of transferability in respect thereof. As per the earmarking presently proposed by the Developer the Purchaser/s as holder/s of the said Unit shall be entitled to a facility of parking **TWO** vehicle in the designated parking areas (to be earmarked by the Developer at

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the time of completion of construction of the Proposed Building).

17.3. The Purchaser/s acknowledge/s and understand/s that some of the car parking spaces that may be provided for in the Proposed Building, may be in the form of an automated mechanical stack parking or Automated Mechanical Tower parking in the form of level/horizontal mechanical parking system or any other form of automated or mechanical parking wherein there shall be no identified spot/place which may be earmarked for a particular acquirer of premises in the Proposed Building and which parking system shall be designed to minimize the area and/or volume required for parking cars (hereinafter referred to as "**Mechanical Parking**"). The Purchaser/s is/are aware that such Mechanical Parking involves operation of an automated machine for parking and removing cars from the Mechanical Parking system and the same could be time consuming and the Purchaser/s acknowledge/s that the Purchaser/s has/have no objection to the same. The Purchaser/s is/are aware that such Mechanical Parking also requires a valet system by appointment of qualified drivers, for ease of parking and removing of vehicles from the parking slots in the Mechanical Parking system. The Purchaser shall not hold M.C.G.M liable for inadequate maneuvering Space of Car parking and failure of Mechanical Parking System/Car Lifts in future.



17.4. In the event if the car parking space/s tentatively earmarked for the Purchaser/s is in the Mechanical Parking, then and in such an event the Purchaser/s may not be allotted any independent car parking space/s in accordance with this Clause 17. Accordingly, since each stack for parking of vehicles comprising of two or more car parking space/s, (commonly known as a puzzle/Stack pit) or Automated Mechanical Tower for parking of vehicles comprising Forty Two Cars or more car parking space/s commonly known as a Tower Parking System) (if earmarked for the Purchaser/s in accordance with this Clause 17) shall be shared by the Purchaser/s with the allottee/s of the other parking space/s in the same puzzle pit or Tower Parking System in the Mechanical Parking unit. Within each puzzle pit or Tower Parking System there shall be no identifiable space for parking of any particular vehicles and each allottee of a parking space within a particular puzzle pit or Tower Parking System shall park his/her vehicle in such particular puzzle pit or Tower Parking System only. The Purchaser/s hereby confirm/s that the Purchaser/s has/have no objection to the same and that the Purchaser/s shall not park his/her/their car/s at any other place in the Proposed Building or the said Land. The Purchaser/s hereby agree/s and undertake/s that the Purchaser/s shall bear the costs and expenses of the maintenance of such Mechanical Parking system or also keep such valet parking facility at his/her/their costs for parking or removal of cars from the Mechanical Parking system. The Purchaser/s shall not refuse to bear such costs and/or expenses on the ground of non-utilisation of such Mechanical Parking system or valet parking facility or on any other ground

whatsoever and howsoever arising.

18. DATE OF POSSESSION OF THE SAID UNIT:

18.1. The Developer agrees to offer to hand over possession of the said Unit to the Purchaser in the Proposed Building on or before **30th June, 2025**, subject to:

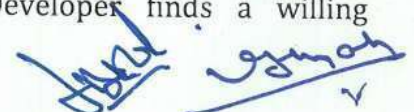
- 18.1.1. easy availability of cement, steel and other building materials; and
- 18.1.2. any conditions beyond the reasonable control of the Developer, including acts of God like earthquake, perils of the sea or air, fire, flood, or any drought, explosion, sabotage, epidemic or pandemic, etc.; and
- 18.1.3. if there are riots, bandhs, strikes, lockdowns and/or labour unrest and in consequence whereof and the construction on the said Land could be adversely affected; and
- 18.1.4. geological, subsurface ground conditions as a result of which construction and development on the said Land and construction on and development of the said Land is delayed or no longer financially or technically viable; and
- 18.1.5. any disruptions, challenges and placement of legal and traditional impediments by third parties notwithstanding the granting of any and all approvals by the concerned authorities which delays or materially adversely affects the implementation of the construction activities on the said Land; and
- 18.1.6. any reasons like war, civil commotion, acts of criminals or of public enemy, insurrection, blockade, embargo terrorism, etc. in consequence whereof the construction activities on the said Land could be adversely affected; and
- 18.1.7. any embargo, notice, order, rule or notification of the Government and/or any other public body or authority or of the Court and/or any committee constituted by any Ministry (state or central) or department of any Ministry (state or central) and/or any Act or Ordinance in consequence whereof construction activities on the said Land could be adversely affected; and
- 18.1.8. act of enemy, riots, civil commotion, or war or any court order or government notification, circular or order or subject to delay by the MCGM for approval of plans, grant of Occupancy Certificate or part Occupancy Certificate, or subject to delay in the grant of water, sewerage, electric, cable connection or any other service or any other cause, beyond the control of the Developer.

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18.2. The date of delivery of possession of the said Unit is subject to certain terms as more particularly specified in the preceding Clause 18.1 and even after extension of the date of possession as stated in the preceding Clause 18.1, the Developer is unable to or fails to give possession of the said Unit or license to enter the said Unit to the Purchaser/s, then and in such an event, the Purchaser/s shall at his/her/their/its own discretion be entitled either: **(i)** to continue with the arrangement as recorded this Agreement and receive a compensation in the form of liquidated damages from the Developer to be calculated on a monthly basis at the Agreed Interest Rate on the amount of Purchase Price that is till then paid by the Purchaser/s to the Developer and received by the Developer, from the extended date of delivery of possession (extended due to any of the factors set out in Clause 18.1 hereof) till the date of offer of possession by the Developer to the Purchaser/s; or in the alternative **(ii)** be entitled to give notice to the Developer terminating this Agreement, in which event, the Developer shall refund to the Purchaser/s the aforesaid amount of Purchase Price (but not any taxes, levies, charges, stamp duty, registration fees, brokerage, etc. or any other amounts that may have been paid by the Purchaser/s) till then received by the Developer from the Purchaser/s together with interest at the Agreed Interest Rate from the date of receipt by the Developer of such amounts of Purchase Price from the Purchaser/s, till the date of refund thereof to the Purchaser/s. It is clarified that the Developer shall not be liable to pay or refund to the Purchaser/s any additional amount/s, either as liquidated damages or costs, charges, expenses in the event of such termination. It is further clarified that in the event if the provisions of this Clause 18.2 are applicable and in such an event, if the Purchaser/s once exercises the option to continue with this Agreement (and not to terminate it), then the Purchaser/s shall subsequently not be entitled exercise the alternative option to terminate this Agreement, regardless of the further period of delay in the delivery of possession of the said Unit.

18.3. The refund to be made by the Developer to the Purchaser/s pursuant to Clause 18.2 shall be made by the Developer to the Purchaser/s within a period of 30 (thirty) days from the date when the Purchaser/s terminate/s this Agreement/s as per Clause 18.2 hereof. In case of termination by the Purchaser/s as provided in Clause 18.2 upon the aforesaid payment/s being made by the Developer to the Purchaser/s, neither Party shall have any claim against the other in respect of the said Premises or otherwise arising out of this Agreement and the Developer shall be at liberty to sell and dispose off the said Premises and/or create third party rights therein in favour of any other person/s at such consideration and upon such terms and conditions as the Developer may deem fit and proper, in Developer's sole and absolute discretion, without any reference and/or recourse to the Purchaser/s. It is clarified that in case of termination by the Purchaser/s as provided in Clause 18.2, in the event if the Developer finds a willing





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buyer/acquirer to acquire the said Unit prior to the refund to the Purchaser/s under this Clause, then the Developer shall be entitled to sell the said Unit to such new buyer/acquirer; but the Purchaser/s shall have a charge on the amounts receivable by the Developer from the new purchaser/acquirer to the extent of the amounts receivable by the Purchaser/s under this Clause.

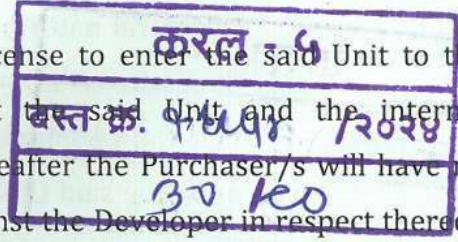
18.4. Save and except as provided in Clause 18.2 hereof, the Purchaser/s shall not be entitled to withdraw from this Agreement or terminate this Agreement; and in the event if the Purchaser/s so decide/s to withdraw or terminate this Agreement other than for the reasons as set out in Clause 18.2 hereof, then the consequences of such withdrawal or termination shall be as set out in Clause 4 hereof.

18.5. Notwithstanding anything to the contrary contained in this Agreement and in particular in Clauses 18.2 to 18.4 hereof, if as a result of any legislative order or requisition or direction of the Government or public authorities, the said Land or the said Unit is acquired by the Government or any other authority and thereby the Developer is unable to complete the aforesaid Proposed Building and/or to give possession of the said Unit to the Purchaser/s, then and in such an event, the only responsibility and liability of the Developer will be, to pay over to the Purchaser/s, the proportionate amounts of the Purchase Price (but not any taxes, levies, charges, stamp duty, registration fees, brokerage, etc. or any other amounts that may have been paid by the Purchaser/s till then and received by the Developer from the Purchaser/s), without any interest thereon and thereupon this Agreement shall ipso fact and automatically stand terminated.

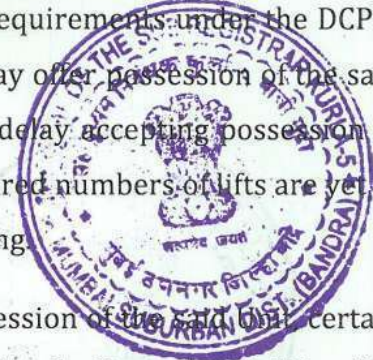
18.6. The Purchaser/s shall take possession of the said Unit within a maximum period of 2 (two) months of the Developer giving written notice to the Purchaser/s intimating that the said Unit is ready for use and occupation but the obligation of the Purchaser/s to bear and pay the maintenance charges, as provided hereinafter shall commence at the expiry of a period of 7 (seven) days from such offer of possession by the Developer (whether at such time, the Purchaser/s has/have taken possession of the said Unit or not) **PROVIDED THAT** if within a period of 5 (five) years from the date of the occupancy certificate or part occupancy certificate in respect of the said Unit, the Purchaser/s bring/s to the notice of the Developer any defect in the said Unit or in the Proposed Building on the material used therein or any unauthorized change in the construction of the Proposed Building which may be attributable to the Developer, then and in such events, wherever possible such defects or unauthorized changes shall be rectified by the Developer at its own cost and in case it is not possible to rectify such defects or unauthorized changes, then the Purchaser/s shall be entitled to receive from the Developer reasonable compensation for such defect or change **PROVIDED FURTHER THAT** the defect liability of the Developer shall be restricted to the defect in the construction of the Proposed Building only and shall not extend to the Internal Fixtures.



18.7. Before delivery of possession or grant of license to enter the said Unit to the Purchaser/s, the Purchaser/s shall inspect the said Unit and the internal fixtures/amenities provided therein and thereafter the Purchaser/s will have no claim whatsoever and howsoever arising against the Developer in respect thereof, if the same are in accordance with this Agreement.



18.8. The Developer shall be liable and/or responsible to only provide such number of lifts in the Proposed Building as per the minimum requirements under the DCPR; and on provision of minimum lifts, the Developer may offer possession of the said Unit to the Purchaser/s. The Purchaser/s shall not delay accepting possession of the said Unit on the ground that the requisite or assured numbers of lifts are yet to be provided by the Developer in the Proposed Building.



18.9. It is further clarified that at the time of offer of possession of the said Unit, certain fixtures/facilities/amenities proposed to be provided in the Proposed Building like murals, sculptures, fountains, lobby furniture, equipment, etc. may not be ready or other facets of the Project or floor/s may not be completed and the Purchaser/s shall not delay accepting possession of the said Unit or delay making any payments on the ground that such fixtures/facilities/amenities are not operational and/or that certain work in respect thereof is pending to be completed. It is further clarified that it may take up to 2 (two) years for the Developer to provide additional facilities as specified in this Clause 18.9 and complete the Proposed Building after obtaining the part Occupancy Certificate in respect of the said Unit and the Purchaser/s hereby confirm/s that the Purchaser/s has/have no objection to the same and shall not cause any hindrance/s or obstruction/s in the course of the Developer carrying out such work on the said Land or in the Proposed Building. The Purchaser/s shall be entitled to the possession of the said Unit only after the full aggregate Purchase Price as per Annexure 'H' hereto is paid by the Purchaser/s to the Developer; and the other sums mentioned hereunder are paid by the Purchaser/s to the Developer.

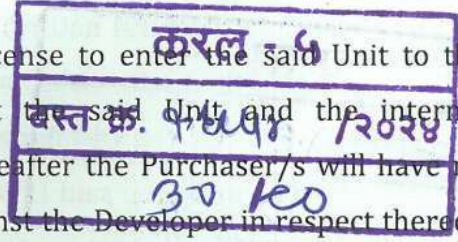
18.10. The Developer shall not put the Purchaser/s in possession of the said Unit unless and until:

18.10.1. The Purchaser/s has/have paid the entire aggregate Purchase Price as provided by Annexure 'H' hereto and all the other amounts payable by him/her/them hereunder and/or otherwise in respect of the said Unit to the Developer as specified herein.

18.10.2. The Developer has obtained the Occupancy Certificate; or part Occupancy Certificate in relation to the said Unit.

18.11. Upon completion of construction of the Proposed Building comprising the said Unit, the Developer may at its discretion permit the Purchaser/s to enter upon

18.7. Before delivery of possession or grant of license to enter the said Unit to the Purchaser/s, the Purchaser/s shall inspect the said Unit and the internal fixtures/amenities provided therein and thereafter the Purchaser/s will have no claim whatsoever and howsoever arising against the Developer in respect thereof, if the same are in accordance with this Agreement.



18.8. The Developer shall be liable and/or responsible to only provide such number of lifts in the Proposed Building as per the minimum requirements under the DCPR; and on provision of minimum lifts, the Developer may offer possession of the said Unit to the Purchaser/s. The Purchaser/s shall not delay accepting possession of the said Unit on the ground that the requisite or assured numbers of lifts are yet to be provided by the Developer in the Proposed Building.



18.9. It is further clarified that at the time of offer of possession of the said Unit, certain fixtures/facilities/amenities proposed to be provided in the Proposed Building like murals, sculptures, fountains, lobby furniture, equipment, etc. may not be ready or other facets of the Project or floor/s may not be completed and the Purchaser/s shall not delay accepting possession of the said Unit or delay making any payments on the ground that such fixtures/facilities/amenities are not operational and/or that certain work in respect thereof is pending to be completed. It is further clarified that it may take up to 2 (two) years for the Developer to provide additional facilities as specified in this Clause 18.9 and complete the Proposed Building after obtaining the part Occupancy Certificate in respect of the said Unit and the Purchaser/s hereby confirm/s that the Purchaser/s has/have no objection to the same and shall not cause any hindrance/s or obstruction/s in the course of the Developer carrying out such work on the said Land or in the Proposed Building. The Purchaser/s shall be entitled to the possession of the said Unit only after the full aggregate Purchase Price as per Annexure 'H' hereto is paid by the Purchaser/s to the Developer; and the other sums mentioned hereunder are paid by the Purchaser/s to the Developer.

18.10. The Developer shall not put the Purchaser/s in possession of the said Unit unless and until:

18.10.1. The Purchaser/s has/have paid the entire aggregate Purchase Price as provided by Annexure 'H' hereto and all the other amounts payable by him/her/them hereunder and/or otherwise in respect of the said Unit to the Developer as specified herein.

18.10.2. The Developer has obtained the Occupancy Certificate; or part Occupancy Certificate in relation to the said Unit.

18.11. Upon completion of construction of the Proposed Building comprising the said Unit, the Developer may at its discretion permit the Purchaser/s to enter upon

the said Unit, limited for the purpose of carrying out fit out works of non-structural nature, like installation of fixture and furniture, in the said Unit at the entire risks and costs of the Purchaser/s. The Purchaser/s acknowledge/s that the Developer shall not be obliged to permit the Purchaser/s to enter upon the said Unit under any circumstances and the same shall be entirely at the discretion of the Developer. The Purchaser/s further acknowledge/s that at such stage, the occupancy certificate or building completion certificate in respect of the Proposed Building or the said Unit may not have been received by the Developer from the MCGM and at such stage the said Unit may not be capable of being occupied by the Purchaser/s. The Purchaser/s agree/s and undertake/s that in the event so permitted to enter upon the said Unit to carry out the said fit out works as contemplated in this Clause 18.11, the Purchaser/s shall not occupy the same or commence any use thereof for any reasons whatsoever and howsoever arising. The Purchaser/s further agree/s and undertake/s that in the event if the Purchaser/s is/are so permitted to enter upon the said Unit to carry out the said fit out works as contemplated in this Clause 18.11 then in such an event, the Purchaser/s shall be solely and exclusively responsible and liable to ensure that the workmen, labourers, agents and other representatives of the Purchaser/s so entering upon the said Unit shall comply with and adhere to all health and safety guidelines, rules and regulations as may be prescribed by the Developer from time to time. The Purchaser/s shall further ensure that a comprehensive insurance policy including third party liability is taken by the Purchaser/s for such amounts as may be prescribed by the Developer in relation to the fit-out work being carried out by the Purchaser/s. The Purchaser/s acknowledge/s that Developer shall not be liable and/or responsible for untoward incident that may occur by virtue of the Purchaser/s being permitted to carry out the fit out works or to enter upon the said Unit as contemplated in this Clause 18.11.

- 18.12. The Purchaser/s hereby also agree and undertake that prior to commencing any fit out or interior works in the said Unit, the Purchaser/s shall for the due adherence and performance with the terms and conditions of any guidelines as may be prescribed by the Developer for fit outs, keep deposited with the Developer a sum of Rs. 1,00,000/- (Rupees One Lacs Only), as a security deposit; and which amount shall be refunded without any interest by the Developer to the Purchaser/s on completion of the fit out works. In the event if the Purchaser/s commit/s any breach/es of the terms and conditions of the fit-out guidelines or conditions or cause/s any damage or nuisance to the Proposed Building or any common areas therein or in any adjoining of the said Unit, then and in any such event, the Developer shall be entitled to adjust or deduct any expenses incurred or likely to be incurred by the Developer from such security deposit for setting right such breach or rectifying such damage

or nuisance caused. The Purchaser/s shall not dispute any adjustment or deduction from the security deposit on any ground whatsoever and howsoever arising. The said amount of security deposit shall be refunded by the Developer to the Purchaser/s without any interest thereon only upon completion of the entire fit-out or interior works in the said Unit by the Purchaser/s.

- 18.13. Upon possession of the said Unit being given to the Purchaser/s, he/she/they shall be entitled to the use and occupy of the said Unit for the user specified herein only and for no other purpose whatsoever. Upon the Purchaser/s taking possession of the said Unit or license to enter the said Unit he/she/they shall have no claim against the Developer in respect of any item of work in the said Unit, which may be alleged not to have been carried out or completed.

19. REIMBURSEMENT OF COSTS AND MAINTENANCE CHARGES:

- 19.1. The Purchaser/s shall, at the time of taking possession of the said Unit or within a period of 7 (Seven) days from being offered possession the said Unit (whether or not the Purchaser/s has/have taken possession of the said Unit or not), whichever is earlier pay to the Developer, the following amounts:

- 19.1.1. A sum of Rs. 500/- (Rupees Five Hundred Only) towards acquiring of 5 (Five) fully paid up shares of Rs.100/- (Rupees One Hundred Only) each and admission/entrance fee of Rs.100/- (Rupees One Hundred Only) within a period of 7 (Seven) days from the date of notice and in any event before possession of the said Unit is handed over to the Purchaser/s;
- 19.1.2. Deposit a sum as may be demanded by the Society towards repairs and reserve funds/corpus fund/sinking fund/welfare fund to the Society as per the terms of Redevelopment Documents and the bye-laws of the Society.
- 19.1.3. Deposit a sum of Rs. 1,06,272/- (Rupees One Lacs Six Thousand Two Hundred and Seventy Two Only) towards provisional estimated maintenance charges for [12 (Twelve) months in advance.

- 19.2. Commencing a week after notice in writing is given by the Developer to the Purchaser/s that the said Unit, is ready for being occupied, the Purchaser/s shall be liable to bear and pay the proportionate share of the maintenance charges and other monthly outgoings in respect of the said Unit.

- 19.3. After the completion of the initial 12 (Twelve) months or exhaustion of the deposit amount mentioned in Clause [19.1.3] as aforesaid, the Purchaser/s shall be liable to bear and pay the maintenance charges in respect of the said Unit and the Purchaser/s further undertake/s to pay such provisional monthly contribution on

or before the 5th day of each month in advance to the Developer or to the Society (if the management of the Proposed Building has been handed over to the Society); and the Purchaser/s shall not be entitled to, withhold the same for any reason whatsoever. It is further agreed that the Purchaser/s will be liable to pay interest at the Agreed Interest Rate to the Developer/the Society for any delay in payment of such outgoings. The maintenance charges would include *inter alia* the following:

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- 19.3.1. The Property Taxes in respect of the said Land attributable on a proportionate basis to the said Unit;
- 19.3.2. The expenses of maintenance, repairing, redecorating, etc., of the main structures and in particular the gutters and rain water pipes of the Proposed Building, water pipes and electric wires in under or upon the Proposed Building used by the premises/ premises holder/s in common with the other occupiers of premises and the main entrances, recreation grounds/spaces, passages, landings, lift and staircase of the Proposed Building and the said Land and other common areas, facilities and amenities as enjoyed by the premises acquirers in common as aforesaid and the boundary walls of the Proposed Building, compounds etc.;
- 19.3.3. The cost of cleaning and lighting the passage, water pump, lifts, servants' toilets, landings, staircases, common lights and other common areas of the Proposed Building, being used by the premises acquirers in common as aforesaid;
- 19.3.4. The cost of the salaries of certain workers like clerks, accountant, liftmen, watchmen, security guards, pump man, sweepers, drivers, house-keeping charges, etc., and the proportionate salary of certain part time workers like engineers, supervisors etc. their traveling expenses, welfare expenses like tea, coffee etc., the bonus to be given to them etc.;
- 19.3.5. The cost of maintaining the electrical and mechanical fittings and equipment and sewage treatment plant installed in the Proposed Building and of all other environment management facilities to be installed on the said Land;
- 19.3.6. The cost of working and maintenance of common lights, water pump, lifts, common sanitary units and other services charges;
- 19.3.7. Premium for insurance of the Proposed Building (if and when taken);
- 19.3.8. The maintenance charges, cost, expenses and amounts required for maintenance of various common equipment that may be installed in the Proposed Building including *inter alia* sewer line, storm water

drain, water lines, firefighting systems, car parking systems, civil, mechanical and electrical system for rain water harvesting, submersible pumps installed in tank for municipal water and tank for storage of tanker/bore well water, pumps installed for firefighting, tank for municipal water, overhead tank or underground tank and other water tanks by whatever name called and wheresoever situated, firefighting system, common electric system (which may be installed for the lights, pumps, equipment, lifts, security system etc.), common plumbing system, common security system and such other expenses as are necessary or incidental for the maintenance and upkeep of the Proposed Building; and

19.3.9. The above Maintenance charges are only provisional and any excess expenses or charges shall be immediately paid by the Purchaser/s to the Developer, on demand.

19.4. The Purchaser/s is/are aware that after the possession of the said Unit is offered to the Purchaser/s and after he/she/they is/are admitted as member/s to the Society, it may take at least 12 (Twelve) months for the Society to work out and inform each of the premises' occupants in the Proposed Building about the exact break-up of the maintenance charges payable by him/her/them. Therefore, during such a period, the Society is likely draw up ad-hoc bills towards maintenance. Also, the Developer shall be entitled (without being obliged) in its discretion to appoint an ad-hoc management committee from amongst the premises acquirers in the Proposed Building and confer such authority on such ad-hoc management committee for management of the Proposed Building, as the Developer may in its discretion be deem fit. The Purchaser/s agree/s that he/she/they shall not raise any objection for payment of such ad-hoc bills and would give the Society a time period of approximately 12 (Twelve) months from the date of he/she/they is/are admitted as member/s of the Society, to enable the Society to work out the exact details of the maintenance charges payable by him/her/them.

19.5. Over and above the Purchase Price and other amounts payable by the Purchaser/s, the Purchaser/s hereby agree/s that in the event of any amount becoming payable by way of levy or premium, taxes, cess, fees, charges, etc., after the date of this Agreement to MCGM or any other concerned local authority or to the State Government or in the event of any other payment for a similar nature becoming payable in respect of the said Land and/or in respect of the various premises to be constructed thereon including the said Unit, the same shall be borne and paid by the Purchaser/s. The Developer shall be entitled in its discretion (without being obliged) to make such payment levy or premium, taxes, cess, fees, charges, etc., to the concerned authorities and recover the same from the Purchaser/s and the same would be reimbursed by the Purchaser/s to the Developer in proportion of

the area of the said Unit to the total area of all the new premises being developed and constructed on the said Land within a period of 7 (seven) days from a demand being made by the Developer on the Purchaser/s.

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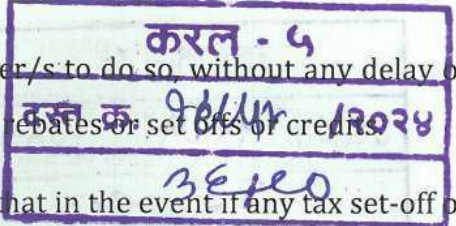
19.6. The Purchaser/s is/are further made aware that potable water supply is provided by the MCGM and other concerned government authorities, and shall be made available to the Proposed Building as per the supply received from such authorities. It is clarified that the Developer has not represented to the Purchaser/s or undertaken to the Purchaser/s that consistent water supply to the said Unit is assured, as the same is subject to availability and supply from the concerned authorities. The only obligation of the Developer shall be to obtain the requisite connection from the water mains to the said Land in accordance with the applicable rules and regulations of the MCGM.

20. TAXES

- 20.1. The Purchaser/s is/are aware that the amount of Purchase Price as set out in Annexure 'H' hereto, is exclusive of all the taxes applicable to transactions for the sale of constructed premises as levied by the State and Central Government through their respective Finance Acts and various clarifications/notifications and regulations including Goods and Services Tax (hereinafter referred to as "**the said Taxes**").
- 20.2. It is hereby agreed between the Parties and it is clarified that at the time of execution of this Agreement for Sale, that there is a liability for payment of the said Taxes on the transaction recorded in this Agreement for the sale of the said Unit by the Developer to the Purchaser/s. The Purchaser/s agree/s and undertake/s that all such indirect taxes including Goods and Services Tax are payable by the Purchaser/s solely; and that the Developer is not liable to bear and/or pay the same. It is hereby agreed between the Parties and it is clarified that at the time of execution of this Agreement for Sale, that there is a liability for payment of the said Taxes on the transactions as contemplated in this Agreement for sale of the said Unit by the Developer to the Purchaser/s. The Purchaser/s agree/s and undertake/s that the same is payable by the Purchaser/s and that the Developer is not liable to bear and/or pay the same.
- 20.3. In the event if any rebate or credit or set off is available to the Developer of any amounts paid by the Developer against the payment of the said Taxes, then and in such an event, the Developer shall, solely and exclusively be entitled to such credits or rebates. The Developer may in its sole and absolute discretion claim or not claim such set off or credit or rebate and the Developer shall not be liable to pass on the benefit thereof to the Purchaser/s. Therefore, the Purchaser/s hereby irrevocably agree/s and undertake/s to pay the amounts for the said Taxes to the Developer or the concerned authorities within a period of 7 (seven) days from the

date of the Developer calling upon the Purchaser/s to do so, without any delay or demur or without claiming to be entitled to any rebates or set offs or credits.



20.4. It is further agreed by and between the Parties that in the event if any tax set-off or tax credit (by whatever name called) is available to the Developer with regard to any the said Taxes, then the Developer shall solely be entitled to claim the same and be entitled to the benefit of such tax set-off or tax credit and it is agreed that the Purchase Price and the installments thereof as mentioned in this Agreement are arrived at after taking into account and considering that the Developer shall be entitled to claim the and be entitled to the benefit of such tax set-off or tax credit.

20.5. It is hereby further agreed that in addition to the said Taxes, in the event of any amount becoming payable now or in the future by way of levy or premium, taxes, cess, fees, charges, sales tax, value-added tax, service tax, goods and services tax, or any other tax by whatever name called, to any authority or to the State Government or to the Central Government or in the event of any other payment of a similar nature, save and except the tax on income of Developer, arising out of or in connection with transaction contemplated hereby, the Purchaser/s shall be solely liable to bear and pay the same and the Developer shall not be liable for the same. It is clarified that the liability to bear and pay the amounts as mentioned in this Clause 20 shall be a continuing and permanent responsibility and liability of the Purchaser/s. The Developer shall in its discretion be entitled (without being obliged) to make such payment levy or premium, taxes, cess, fees, charges, etc., to the concerned authorities and recover the same from the Purchaser/s and the same would be reimbursed by the Purchaser/s to the Developer within a period of 7 (seven) days from a demand being made by the Developer on the Purchaser/s.

20.6. All amounts towards the Purchase Price as payable by the Purchaser/s to the Developer, shall be paid by the Purchaser/s, subject to deduction of tax at source as per the provisions of Section 194IA of the Income Tax Act, 1961; and the Purchaser/s shall within the time prescribed by the provisions of the Income Tax Act, 1961 and the Rules framed there under, furnish to the Developer the requisite certificates of deduction of tax at source. It is clarified that non-payment of the amount of the deduction of tax at source to the concerned authorities or non-furnishing by the Purchaser/s of the requisite certificate of deduction of tax at source to the Developer shall be deemed to be a breach equivalent to non-payment of the Purchase Price amount and shall accordingly attract the consequences as mentioned in Clause 4 above.

21. BREACHES:

21.1. The Purchaser/s agree/s and undertake/s to and shall observe perform and comply with all the terms and conditions and covenants to be observed performed and complied with by the Purchaser/s as set out in this Agreement (save and

except the obligation of the Purchaser/s to pay the balance Purchase Price and other sums payable hereunder as aforesaid, for which the consequences as mentioned in Clause 4 above would apply) if the Purchaser/s neglect/s, omit/s, or fail/s to observe and/or perform the said terms and conditions and covenants for any reason whatsoever then in such an event, the Developer shall be entitled after giving 1 (one) months' notice to remedy or rectify the default and in the event of the Purchaser/s failing to remedy or rectify the same within the said notice period, this Agreement shall be voidable at the option of the Developer and in the event of the Developer so treating this Agreement void, the provisions of Clause 4 above shall be applicable.

21.2. The Developer shall not be liable to pay to the Purchaser/s herein any interest, compensation, damages, costs or otherwise in case of termination under Clause 4 or this Clause 21. The residue balance amount after deducting amounts receivable by the Developer from the Purchaser/s towards the termination as set out in Clause 4 shall be deemed to have been accepted by the Purchaser/s herein in full satisfaction of all his/hers/their claim under this Agreement and/or in respect of the said Unit, whether the Purchaser/s present/s the cheque/s for payment to his/her/their bankers or not.

21.3. The Purchaser/s hereby agree/s and undertake/s that he/she/they are not entitled to and shall not have any right, title, interest, share, claim, demand of any nature whatsoever and howsoever arising against the Developer/its transferee/s/allotted/s/nominee/s and/or otherwise in to upon the said Premises in such an event of termination as elaborated under Clause 4 or this Clause 21.

22. ELEVATION OF THE PROPOSED BUILDING:

The Purchaser/s hereby acknowledge/s that the Developer shall be expending substantial amounts on the designing and constructing the elevation of the Proposed Building and the elevation of the Proposed Building shall be an integral feature of the Proposed Building. The Purchaser/s shall not alter, amend, modify etc., the elevation of the said Unit whether the side, front or rear nor shall the Purchaser/s alter, amend, modify the entrance lobby, staircase, lift, passage/s, terrace etc. of the Proposed Building and shall keep the above in the same form as the Developer constructs the same and shall not at any time alter the said elevation in any manner whatsoever without the prior consent or alter the attachments to the elevation of the Proposed Building, including fixing or changing or altering grills, windows, air conditioners, chajjas, etc. The Purchaser/s further irrevocably agree/s to fix their air-conditioners, whether window or split only after the written permission of the Developer and at such places as may be earmarked by the Developer for the same. The Developer's decision in this regard would be final and binding on the Purchaser/s. The Purchaser/s hereby covenant/s with the Developer that the Purchaser shall not hang clothes for drying or otherwise on the

façade of the Proposed Building or anywhere outside the said Unit on any ground whatsoever and howsoever arising. All washing and/or drying equipment required to be installed by the Purchaser/s shall be installed within the said Unit and nowhere else in the Proposed Building. The Purchaser/s shall not carry out any changes/amendments, which may affect the outside elevation of the Proposed Building on the ground that the same are not visible from outside the Proposed Building. The Purchaser/s hereby agree/s that the Purchaser/s shall not do and/or carry out any act, deed, matter or thing whereby the said elevation of the Proposed Building is affected in any manner (whether adversely or not) and/or whereby the look and feel of the elevation is modified or appears to be modified.

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23. COVENANTS OF THE PURCHASER/S

The Purchaser/s with an intention to bring all persons into whose hands the said Unit may come, doth/do hereby represent/s and assure/s to and undertake/s and covenant/s with the Developer as follows:

- 23.1. To maintain the said Unit at the Purchaser's/Purchasers' own cost in good and tenantable repair and condition from the date the possession of the said Unit is offered and shall not do anything or suffer anything to be done in or to the Proposed Building and to the balconies, elevation- projections, staircase or any passage, which may be against the rules, regulations or bye-laws of the concerned local or any other authority nor to the said Unit itself or any part thereof;
- 23.2. Not to enclose the open balcony, flower bed, ducts or any other open area pertaining to the said Unit, whereby any FSI whatsoever is deemed to be consumed and/or there is a violation or misuse of any approvals, sanctions and/or terms and conditions as may be prescribed by any concerned authorities are and without prejudice thereto not to do any act, deed, matter or thing, whereby any rights of the Developer/the Society are in any manner whatsoever prejudiced/ adversely affected.
- 23.3. Not to carry out in or around the said Unit any alteration/changes of structural nature without the prior written approval of the Developer and the Structural Engineers / RCC Consultants of the Proposed Building and MCGM.
- 23.4. To ensure that no nuisance/annoyance/ inconvenience is caused to the other occupants of the Proposed Building by any act of the Purchaser/s.
- 23.5. Not to store in the said Unit any goods which are of hazardous, combustible or dangerous nature, save and except domestic gas for cooking purposes or goods which are so heavy so as to damage the construction or structure of the Proposed Building; or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried any heavy packages, showcases, cupboards on the upper floors which may damage or is likely to

damage the staircase, common passage or any other structure of the Proposed Building. On account of any negligence or default of the Purchaser/s (whether deliberate or willful or not) in this behalf, the Purchaser/s shall be personally liable for the consequence of the breach and shall be liable to bear and pay the damages as may be determined by the Developer and the same shall be final and binding upon the Purchaser/s and the Purchaser/s shall not be entitled to question the same.

23.6. To carry out at his/her/their own cost all the internal repairs to the said Unit and maintain the said Unit in the same condition, state and order in which it was delivered by the Developer to the Purchaser/s (usual wear and tear excepted).

23.7. To obtain annual maintenance contracts only from the authorized maintenance agencies/suppliers of the equipment installed in or around the Proposed Building.

23.8. Not to demolish the said Unit or any part thereof including interalia the walls, windows, doors, etc. thereof, nor at any time make or cause to be made any addition or any alteration in the elevation and outside colour scheme of the Proposed Building and shall keep the portion, sewers, drains, pipes, in the said Unit and appurtenance/s thereto in good, tenantable repair and condition and in particular so as to support, shelter and protect the other parts of the Proposed Building and shall not in any manner damage the columns, beams, walls, slabs or RCC parts or other structural members in the said Unit without the prior written permission of the Developer and/or the Society, when formed.

23.9. Not to do or permit to be done any act, deed, matter or thing, which may render void or voidable, any insurance of the Proposed Building or any part thereof or whereby any increased premium may become payable in respect of the insurance.

23.10. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Unit in the compound or on the terrace or in the fire chutes or electrical ducts or plumbing ducts or firefighting ducts or in the other premises or any other part or portion of the Proposed Building and/or the said Land.

23.11. To bear and pay any increase in local taxes, water charges, insurances and such other levy/ies if any which are imposed by the concerned local/public authority either on account of change of user or otherwise in respect of the said Unit by the Purchaser/s.

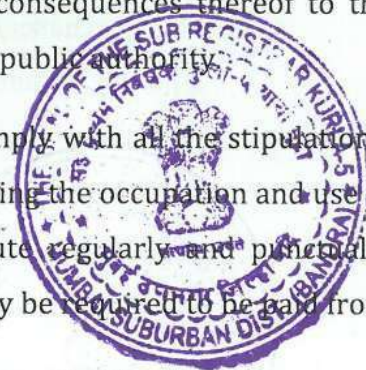
23.12. The Purchaser/s shall not be entitled to transfer, assign or part with the interest or any benefit of this Agreement, without the prior written permission of the Developer, until all the dues payable by the Purchaser/s to the Developer hereunder and/or otherwise are fully paid up.

23.13. The Purchaser/s shall abide by, observe and perform all the rules, regulations and bye-laws of the Society as also the additions, alterations or amendments thereof



that may be made from time to time for protection and maintenance of the Proposed Building and the premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and the Government and other public bodies and not commit breach thereof and in the event of the Purchaser/s committing breach thereof and/or any act in contravention of the above provision, the Purchaser/s shall be personally responsible and liable for the consequences thereof to the Society and/or the concerned authority and/or other public authority.

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23.14. The Purchaser/s shall also observe, perform and comply with all the stipulations, terms and conditions laid down by the Society regarding the occupation and use of the said Unit and shall bear and pay and contribute regularly and punctually towards the taxes, expenses or other outgoings as may be required to be paid from time to time.

23.15. The Purchaser/s shall permit the Developer and its surveyors and agents with or without workmen and others, at all reasonable times, to enter into and upon the said Land / Proposed Building /said Unit and/or any part thereof to view and examine the state and condition thereof, and to carry out the repair or replacements therein for a period of 5 (Five) years from the date of the Purchaser/s being put in possession of the said Unit.

23.16. The Purchaser/s undertake/s not to enclose any passage/s, lobby or other common areas in the Proposed Building in any manner whatsoever and not to cover the voids in any place in the Proposed Building or store any goods/chattels in the common areas including the chajjas or sheds or service areas behind the toilets.

23.17. The Purchaser/s shall not dispose off or throw any garbage or dirt or rubbish in the sinks of the toilets or basins in the said Unit. The dry and wet garbage shall be separated and the wet garbage generated in the building shall be treated separately on the same plot by the residents/occupants of the building in the jurisdiction of MCGM. The Purchaser/s shall at all times co-operate with the Developer for adoption of any mechanism or common scheme of garbage collection, garbage disposal including inter alia by segregating various types of garbage as may be communicated by the Developer from time to time.

23.18. The Purchaser/s shall not permit any of his/her/their family member/s, servants, agents or any other person/s to use and/or occupy and/or sleep in any common passages, staircases or common areas of the Proposed Building.

23.19. The Purchaser/s shall ensure that all the family members, agents, staff, employees, etc., of the Purchaser/s shall actively participate in all fire, earthquake, terror and other safety drills as may be conducted by the Developer or by any concerned

authorities from time to time.

23.20. The Developer shall provide to the Purchaser/s the water connection in respect to said Unit. The Developer shall not be held liable or responsible in any respect whatsoever if the concerned authorities are unable to provide the water supply to the said Unit. The Purchaser/s is/are further informed that for the purposes of flushing, water may be provided from the Sewage Treatment Plant (if so installed) and/or the bore wells and the Purchaser/s shall not object to the same.

23.21. The Purchaser/s is/are aware that the plans are approved with the use of base land FSI, Premium FSI and Fungible FSI, which are acquired by way of payment of premium to the MCGM and Government authorities and the premium is paid/shall be paid to MCGM for the same and that the Developer is also loading, using and utilising TDR on the said Land which would be consumed in the course of construction of the Proposed Building.

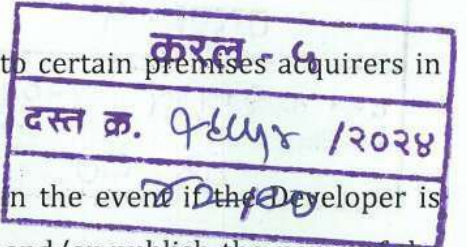
23.22. The Purchaser/s is/are also aware that the Developer has paid to MCGM the premium towards the staircase; lift lobby passage, internal staircase and condoning of open space deficiencies.

23.23. The Purchaser/s is aware of various concessions, approvals granted to the Developer at the time of construction of the Proposed Building including the open space deficiency. The Purchaser/s is/are aware that the Proposed Building is being constructed with deficient open spaces (which deficiency has been condoned by the MCGM). The Purchaser/s undertake/s not to raise any objection in respect of the open space deficiency and shall also not raise any objection in respect to the construction and/or development activities carried on in the said Land or in the adjoining plots on the ground of deficient joint open space or otherwise howsoever.

23.24. The Purchaser/s is/are aware of various declarations and/or undertakings that the Developer has executed in favour of various authorities including the MCGM for the purpose of obtaining various approvals, concessions and sanctions for the purpose of and with an objective of undertaking the development and construction on the said Land. The Purchaser/s confirm/s that the Purchaser/s has/have read and understood the same and the contents thereof and the Purchaser/s further acknowledge/s that as one of the acquirers of premises in the Proposed Building the Purchaser/s may be bound by such undertakings and/or declarations executed by the Developer and the Purchaser/s hereby irrevocably agree and undertake with the Developer to comply with the same and not to commit any breach or violation of the same.

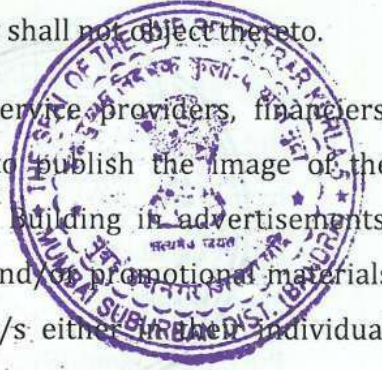
23.25. The Purchaser/s shall not object to the Developer applying for and obtaining part Occupancy Certificates from the MCGM in relation to any part of the Proposed

Building for the purpose of granting occupation to certain premises acquirers in the Proposed Building.



23.26. As a part of a marketing exercise or otherwise in the event if the Developer is required under law, the Developer may disclose and/or publish the name of the Purchaser/s and/or other acquirers of the flats (jointly and/or severally) and/or their family members along with their occupation and also use their photographs to such third parties as the Developer may deem fit and the Purchaser/s either in their individual capacity or as members of the Society shall not object thereto.

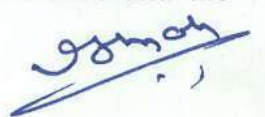
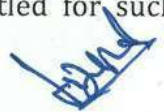
23.27. The Developer may permit various consultants, service providers, financiers, manufacturers, suppliers and other third parties to publish the image of the Proposed Building and the name of the Proposed Building in advertisements, publications, brochures, and such other marketing and/or promotional materials as the Developer may deem fit and the Purchaser/s either in their individual capacity or as members of the Society shall not object thereto.



23.28. The Purchaser/s is/are further made aware that the Developer is engaged in the business of construction, development and redevelopment of immovable properties in and around Mumbai and during the construction of the Proposed Building and after completion thereof, the Developer may desire to show the Proposed Building and/or any areas therein including but not limited to the common areas (during construction/development or after completion thereof) to various prospective clients of the Developer including inter alia occupants of building/s, which the Developer is redeveloping or is proposing to redevelop and accordingly, the Developer may arrange for site visits to the said Land and the Proposed Building and may organize functions in the common areas like compound/s, terrace/s, lobby/ies, podium, and other areas in the Proposed Building for such purposes and the Purchaser/s either in their individual capacity or as members of the Society shall not object thereto.

23.29. It is clarified that the rights of the Developer as specified in Clauses 23.26, 23.27 and 23.28 above are permanent rights granted to the Developer by the Purchaser/s and the Developer shall not be liable to make payment of any compensation to the Purchaser/s and/or the Society in relation to exercise of such rights.

23.30. The Purchaser/s hereby acknowledge/s that the Developer has paid and shall be paying various amounts to the concerned authorities including inter alia the MCGM as deposits, premiums and other charges for the purpose of obtaining various approvals from such authorities and in the event of any amounts being refunded by the concerned authorities at any time hereafter (notwithstanding whether the construction of the Proposed Building is completed or not), the Developer shall be solely and exclusively be entitled for such refunds and the



Purchaser/s and or the Society shall not be entitled to the same.

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24. INDEMNITY:
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The Purchaser/s is/are aware that only on the basis of and relying on the representations, assurances, declarations, covenants and warranties made by him/her/them herein, the Developer has agreed to and is executing this Agreement and Purchaser/s hereby agree/s to indemnify and keep indemnified the Developer absolutely and forever from and against all and any damage or loss that may be caused to the Developer including *inter alia* against and in respect of all actions, demands, suits, proceedings, penalties, impositions, losses, damages, costs, charges and expenses, that may be caused to or incurred, sustained or suffered by the Developer, by virtue of any of the aforesaid representations, assurances, declarations, covenants and warranties made by the Purchaser/s being untrue and/or as a result of the Developer entering in to this Agreement and/or any other present/future writings with the Purchaser/s and/or arising there from and/or breach of the terms and conditions of this Agreement by the Purchaser/s or otherwise.

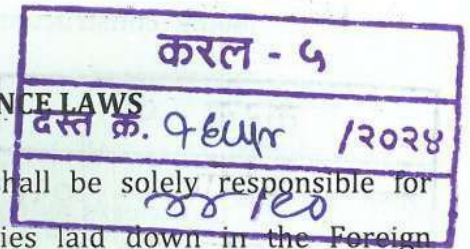
25. STAMP DUTY AND REGISTRATION:

At the time of execution of this Agreement, the Developer shall pay the applicable amount of stamp duty and registration charges etc. and other out of pocket expenses, payable in respect of this Agreement and the Purchaser/s shall lodge this Agreement for registration with the concerned Sub-Registrar of Assurances within a period of 15 (fifteen) days from the date of execution and inform the Developer of the serial number, under which the same is lodged for Registration by forwarding the photocopies of the receipt issued by the Sub-Registrar to enable the Developer and/or its authorized representative/s to visit the office of the Sub-Registrar of Assurances and to admit execution thereof.

26. TRANSFER OF THE SAID UNIT:

If the Purchaser/s, before being put in possession of the said Unit, desire/s to sell or transfer his/her/their interest in the said Unit or wishes to transfer or give the benefit of this Agreement to other person, the same shall be done only after the Purchaser/s obtain/s the prior written permission of the Developer in that behalf. In the event of the Developer granting such consent, the Purchaser/s shall be liable to and shall pay to the Developer such sums as the Developer may in its absolute discretion determine by way of the transfer charges and administrative and other costs, charges, expenses pertaining to the same **PROVIDED HOWEVER THAT** such transferee/s/assignee/s of the Purchaser/s shall always be bound and liable by the terms, conditions and covenants hereof and on the part of the Purchaser/s to be observed, performed and complied with. All the provisions of this Agreement shall *ipso facto* and automatically apply mutatis mutandis to such transferee/s/assignee/s also.

27. COMPLIANCE OF FOREIGN EXCHANGE AND REMITTANCE LAWS



- 27.1. The Purchaser/s, if resident/s outside India, shall be solely responsible for compliances relating to the necessary formalities laid down in the Foreign Exchange Management Act, 1999 (hereinafter referred to as "FEMA"), the rules and regulations of the Reserve Bank of India ("RBI") and all other applicable laws, rules and regulations made with regard to purchase of immovable property/residential flats by person/s resident outside India and any statutory amendment(s), modification(s) thereof and all other applicable laws including that of remittance of payment/acquisition/sale/transfer of immovable properties in India etc.; and shall provide to the Developer with such permissions, approvals which would enable the Developer to fulfill its obligations under this Agreement.
- 27.2. The Purchaser/s understand/s and agree/s that in event of failure on the part of the Purchaser/s to comply with the obligations of the Purchaser set out in Clause 27 hereof or failure to comply with the aforesaid applicable laws, rules, regulations, or guidelines issued by the RBI or other concerned authorities, the Purchaser/s shall be solely liable for any action under the FEMA or any of the aforementioned laws, rules, regulations, guidelines, etc. The Purchaser/s agree/s to keep the Developer fully indemnified and harmless in this regard and agree/s that the Developer shall accept no responsibility for the same.
- 27.3. The Purchaser/s further undertake/s to intimate the Developer in writing about any change in the residential status of the Purchaser/s subsequent upon signing of this Agreement; and to comply with the necessary formalities if any under the prevailing applicable laws.
- 27.4. It is hereby agreed between the Parties that the Developer shall not under any circumstances be held responsible towards any third-party making payment/remittances on behalf of any Purchaser/s of the said Unit applied for in any way.

28. MISCELLANEOUS:

- 28.1. **Co-operation:** The Purchaser/s shall, from time to time, sign and execute all applications, papers and documents, and do all the acts, deeds, matters and things as the Developer may require, for safe guarding the interest of the Developer to the Proposed Building and/or the premises therein.
- 28.2. **Name of the Building:** The name of the Proposed Building shall at all times remain as "Palazzo 90", unless changed by the Developer and the same shall not be changed without the prior written permission or approval of the Developer. The Developer shall be entitled to add at such places on the façade or terrace/s or compounds or common areas in the Proposed Building placards, sign boards, neon signs, hoardings etc. indicating to the public at large that the Proposed Building is

being constructed and/or developed or that the Proposed Building has been constructed and/or developed by the Developer.

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28.3. **Notices:** All letters, circulars, receipts and/or notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served, if posted or dispatched to the Purchaser/s by Registered Post with Acknowledgement Due ("RPAD") or hand delivered by the Developer at the address hereinabove stated or sent by electronic mail (e-mail) to the e-mail address as provided by the Purchaser/s to the Developer as follows:

Purchaser/s : smit23498@yahoo.com/smitshah23498@gmail.com

28.4. **Income Tax PAN:** The Parties are setting out here under their respective Income Tax Permanent Account Numbers:

28.4.1. Developer : AAXFB6469P

28.4.2. Purchaser/s : AAZPS7078M

28.4.3. Purchaser/s : AARPS9223L

28.5. **Obligations:** all obligations of the Purchaser/s and covenants made by the Purchaser/s herein shall be deemed to be obligations and/or covenants, as the case may be, running with immoveable property and the observance, performance and compliance with such obligations and/or covenants shall be the responsibility of all persons into whose hands the said Unit may come.

28.6. **Lien and Charge of the Developer:** Notwithstanding anything contained herein, the Developer shall, in respect of any amount remaining unpaid by Purchaser/s under the terms of this Agreement, have a first lien and charge on the said Unit agreed to be purchased by the Purchaser/s hereunder.

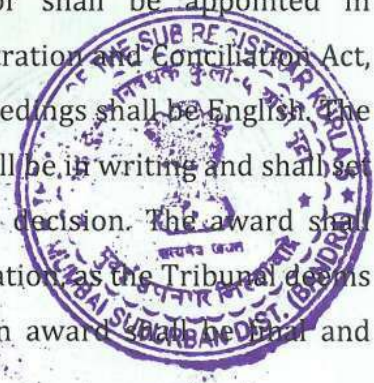
28.7. **Dispute Resolution:**

28.7.1. To the extent that the Maharashtra Real Estate Regulatory Authority may have exclusive jurisdiction under the applicable provisions of RERA and under the RERA Rules, all disputes between the Parties shall be brought before and be adjudicated by the Maharashtra Real Estate Regulatory Authority.

28.7.2. Subject to what is provided in Clause [28.7.1], any dispute, controversy, claim or disagreement of any kind whatsoever between or among the Parties in connection with or arising out of this Agreement or the breach, termination or invalidity thereof shall be referred to and finally resolved by arbitration. The invoking of arbitration in case of a Dispute shall not affect the termination of this Agreement (if terminated in accordance with the provisions hereof). The seat of the arbitration

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shall be Mumbai, India and the arbitration proceedings shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory re-enactment thereof in force in India at the time such arbitration is commenced. The arbitration proceedings shall be conducted by a sole arbitrator to be mutually appointed by the Parties and failing such mutual agreement on the appointment, the sole arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The language of the arbitration proceedings shall be English. The award rendered by the arbitral tribunal shall be in writing and shall set out the reasons for the arbitral tribunal's decision. The award shall allocate or apportion the costs of the arbitration as the Tribunal deems fair. The Parties agree that the arbitration award shall be final and binding on the Parties.



- 28.8. **Jurisdiction:** Subject to what is stated in the above Clause 28.7, the Courts in Mumbai shall have exclusive jurisdiction to try and entertain all disputes between the Parties hereto arising out of this Agreement or otherwise pertaining to the said Premises.
- 28.9. **No Demise or Grant or Assignment:** The Purchaser/s shall have no right, title, interest, share, claim demand of any nature whatsoever and howsoever arising in to upon the said Land and/or the Proposed Building and/or otherwise howsoever against the Developer, save and except in respect of the said Unit. Nothing contained in this Agreement is intended to be nor shall be constructed as a grant, demise or assignment in law, of the said Land and/or the Proposed Building and/or any part thereof.
- 28.10. **No Waiver:** Any delay or indulgence shown by the Developer in enforcing the terms of agreement or any forbearance or giving of time to the Purchaser/s shall not be constructed as a waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice any rights of the Developer hereunder or in law.
- 28.11. **Enforceability:** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement should be prohibited or rendered invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any unenforceable provision or provision which is ineffective or invalid under the applicable law shall be replaced and substituted by the Parties acting in good faith, by a provision which most nearly

reflects the Parties' intent in entering into such unenforceable provision or provision which is ineffective or invalid under the applicable law.

28.12. **Obligations of the Purchaser/s:** In the event if there is more than a single person/entity, executing this Agreement as the unit purchasers, then all obligations of all such Purchasers under this Agreement, shall be joint and several.

28.13. **Entire Agreement:** This Agreement sets forth the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, understandings and representations, written or oral. The terms and conditions and the subject matter hereof shall supersede all representations, warranties implied and/or express made whether directly or indirectly (including by virtue of any brochures, advertisements, pamphlets, statements on the Developer's website/s, model/s of the Proposed Building, etc.). In case of any inconsistency between this Indenture and any other document, this Indenture shall prevail. Each Party shall exercise all his/its respective rights and do all such things as may be necessary to give full effect to, and ensure compliance with, the provisions of this Indenture.

28.14. **Headings:** The headings, subheadings, titles, subtitles used for the Clauses under this Agreement are only for the sake of convenience and easy identification of the provisions and headings, subheadings, titles, subtitles to Clauses, and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the Schedules and Annexures hereto and shall be ignored in construing and interpreting the same.

THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece and parcel of land admeasuring 852.85 square meters or thereabouts (as per the Property Register Card) forming part of Survey no. 249 Hissa no. 2, bearing CTS no. 195/65 of Village Ghatkopar, Taluka Kurla, Mumbai Suburban District and bearing plot no. 56 in the layout of garodia nagar scheme and situated, lying and being at 90 feet road, ghatkopar (east), Mumbai 400077 and which land is bounded as follows:

On or towards the North : CTS Nos. 195/52 and 195/60;
On or towards the South : CTS Nos. 195/72;
On or towards the West : 27.45 meters wide Existing Road; and
On or towards the East : 9.15 meters wide Existing Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

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The said Unit (viz. residential flat) bearing no. **1001**, on the **10TH** floor admeasuring approximately 1066 square feet carpet area i.e. approximately 99.03 square meters carpet area along with/In addition to exclusive Balcony area admeasuring approximately 41 square feet carpet area i.e. approximately 3.80 square meters carpet area (which area is computed in accordance with the provisions of Section 2 (k) of RERA and as per the RERA Rules) in the Proposed Building to be constructed on the said Land more particularly described in the **First Schedule** hereinabove written.

It is clarified that the carpet area of the said Unit, as mentioned hereinabove (excluding the area of balcony) is computed in accordance with the provisions of Section 2 (k) of RERA and as per the RERA Rules (viz. the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls of the apartment).

THE THIRD SCHEDULE ABOVE REFERRED TOCommon Areas and FacilitiesPART A - LIMITED COMMON AREAS

- Staircases landing and lift landing on each floor will be limited amongst the occupants of that particular floor.
- Lobbies/ Passage in front of Lifts and staircases on each floor, will be limited amongst the occupants of that particular floor.
- Car parking spaces in accordance with the provisions of Clause 17 hereof.

PART B - COMMON AREAS

- Main Entrance Lobby of the Proposed Building.
- Common terraces over the topmost habitable floor (all terraces on the other habitable floors, if approved and provided will not be included in common areas and may be designated as limited common areas).
- Under Ground Tank, water pipes and water meters, water pumps.
- Electric Common board, all common wiring and common switches.
- Common lights in staircases.
- Storm water drains.
- Compound Wall.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribe their respective hands on the day and year the first above written.

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SIGNED SEALED AND DELIVERED

By the within named **Developer**

Blue Crest Developers LLP

Through the hands of its Authorized Signatory

MR. KAVAN JAYANT SAWLA

in presence of

1. Shadham
2. VA

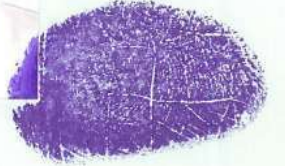


Sawla

SIGNED AND DELIVERED

by the within named **Purchaser/s**

MR. JAYSUKHLAL DEVCHAND SHAH



Shah

MR. VIPUL JAYSUKHLAL SHAH

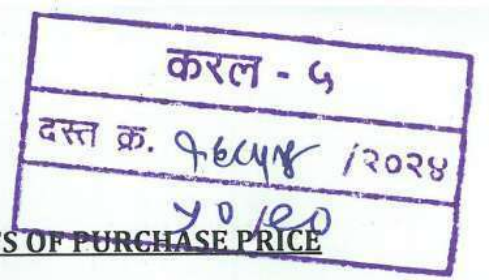
in the presence of

1. Shadham
2. VA



Shah

ANNEXURE 'H'



DETAILS OF PURCHASE PRICE AND INSTALLMENTS OF PURCHASE PRICE

The Purchase Price payable by the Purchaser/s to the Developer in respect of the said Unit shall be **Rs. 2,24,80,000/- (Rupees Two Crore Twenty Four Lakh Eighty Thousand Only) Plus GST**. The said consideration/Purchase Price **Rs. 2,24,80,000/- (Rupees Two Crore Twenty Four Lakh Eighty Thousand Only) Plus GST** shall be paid by the Purchaser/s to the Developer in the following manner:

Sr. No.	Payments to be made in the following manner	Percentage of Amount to be paid
1	Earnest Money Deposit paid by the Purchaser/s to the Developer on or before the execution hereof (the payment and receipt whereof the Developer doth hereby admit and acknowledge).	Rs. 41,00,000/-
2	Due to be paid on or before Registration	Rs. 1,72,56,000/-
3	Within 7 (Seven) days of the Developer offering to put the Purchaser/s in possession of the said Unit or at the time of the Purchaser/s being permitted to carry out fit out works in the sad Unit, whichever is earlier	Rs. 11,24,000/-
	TOTAL	Rs. 2,24,80,000/-

[Handwritten signatures]



महाराष्ट्र शासन

मालमत्ता पत्रक

4507

गाव/पेट : घाटकोपर	तालुका/न.भू.का. : नगर भूमापन अधिकारी, घाटकोपर	जिल्हा : मुंबई उपनगर
नगर भूमापन क्रमांक : १६५५ / २०२४	क्षेत्र चौ.मी.	धारणाधिकार
१९५/६९	८५३.९०	सी
शासनाला दिलेल्या आकारणाचा किंवा माझ्याचा तपशिल आणि त्याच्या फेरतपासणीची नियत वेळ	आकारणी ४४९/- रुपये प्रती १००.० चौ.मी. सन २००७-२००८ करिता रुपये ३८३०/- इतकी आहे. मुदत ३१ जुलै २०१९ पर्यंत	

सुविधाधिकार	--
हक्काचा मुळ धारक	H सुलोचनादेवी विजयकुमार
वर्ष: १९७४	पोटहिस्सा मोजणी प्रमाणे
पट्टेदार	--
इतर भार	--
इतर शेर	--

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक(घा) पट्टेदार(प) किंवा भार	साक्षाकंन
३१/०३/२००८	मा.जिल्हाधिकारी, मुंबई उपनगर जिल्हा यांचे कडील बिनशेती आदेश क्र. Noc/Desk -II D/LND/NAP/SRK-११९७ दिनांक १५/२/२००८ पुसाक्र. ८५३.९ चौ. मीटर क्षेत्र निवासी बिनशेती करिता रूपांतरीत झालेले सत्ता प्रकार क-१ ऐवजी कः असा दाखल केला. बिनशेती आकारणी ४४९/- रुपये प्रति १०० चौ. मीटर सन २००७-२००८ करिता रुपये ३८३०/- इतकी आहे. मुदत ३१ जुलै २०१९ पर्यंत.			फेरफार क्र. १५५ प्रमाणे सही- न.भू.अ.घाटकोपर.
१९/०८/२००८	खरेदीने मा. दुय्यम निबंधक मुंबई यांचेकडील दस्त क्रमांक [६६८/७३] चे खरेदीखतान्वयेनाव दाखल केले. क्षेत्र ८५२.८५ चौ.मी.		H धा. श्रीमती. सुधा एस. लाघावाला	फेरफार क्र. १५८ प्रमाणे सही- न.भू.अ.घाटकोपर.
१९/०८/२००८	खरेदीने मा. दुय्यम निबंधक मुंबई यांचेकडील दस्त क्र. [१७५२/८६] अन्वये सुधा एस लाघावाला यानी खरेदी दिलेने त्यांचे नाव कमी करूनखरेदी घेणार यांचे नाव दाखल केले. क्षेत्र ८५२.८५ चौ.मी.		H (घा) गरोडिया निळकंठ सागर को. ऑप हौसिंग सो. लि.	फेरफार क्र. १५९ प्रमाणे सही- न.भू.अ.घाटकोपर.
३०/०६/२०११	आदेशाने मा.जिल्हा अधीक्षक भूमी अभिलेख, मुंबई उपनगर जिल्हा यांचेकडील क्रमांक न.भू.सं.३ क/न.भू.घाटकोपर/पुनर्विलोकन/२२१३ फेरचौकशी क्र.२६२/२०११ दिनांक १६/६/२०११ व या कार्यालयाकडील आदेश क्र.न.भू.अ.घाटकोपर/न.भू.क्र.१९५/६५/घाटकोपर/पुनर्विलोकन/२०११, दिनांक ३०/६/२०११ अन्वये न.भू.क्र.१९५/६५ चे मिळकत पत्रिकेवरील दिनांक १८/८/२००८ चे प्रथम नोंदीतील दस्त ६६८/७३ ऐवजी ८६८/७३ व व्दीतीय नोंदीमधील दस्त क्रमांक १७५२/८६ ऐवजी १७५२/८६ अशी दुरुस्ती केली.			फेरफार क्र. २०१ प्रमाणे सही- ३०/०६/२०११ न.भू.अ.घाटकोपर
१५/१२/२०१५	मा.जमाबंदी आयुक्त आणि संचालक भूमी अभिलेख (म.राज्य) पुणे यांचेकडील परिपत्रक क्र.ना.भू.१/मि.प./अक्षरी नोंद/२०१५, पुणे दि.१६/२/२०१५ व इकडील आदेश क्र.न.भू.घाटकोपर/फे.फा क्र३०४/१५ दिनांक १५/१२/२०१५अन्वये केवळ मिळकत पत्रिकेवर नमूद अंकी क्षेत्र अक्षरी आठशे त्रेपत्र पूर्णांक एक दशांश चौ.मी दाखल केले.			फेरफार क्र. ३०४ प्रमाणे सही- न.भू.अ.घाटकोपर

हि मिळकत पत्रिका (दिनांक १/१८/२०१९ १२:००:०० AM रोजी) डिजिटल स्वाक्षरीत केली असल्यामुळे त्यावर कोणत्याही सही शिक्क्याची आवश्यकता नाही. मिळकत पत्रिका डाऊनलोड दिनांक ६/१६/२०२१ ५:०५:५६ PM

वैधता पडताळणी साठी <http://appleabhihleh.mahabhumii.gov.in/DSLRL/propertycard> या संकेत स्थळावर जाऊन २२०७१००००१५९९१५४ हा क्रमांक वापरावा.

हे मातमता पत्रक डिजिटली साईन केलेले आहे



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



MUNICIPAL CORPORATION OF GREATER MUMBAI

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

No. P-8394/2021/(195/65)/N
Ward/GHATKOPAR/IOD/1/New

MEMORANDUM



To,

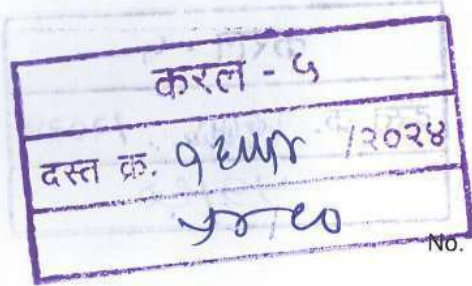
Secretary of Garodia Neelkanth Sagar Co-Op. Hsg. Soc. Ltd.

Garodia Neelkanth Sagar Co-op Society bearing CTS no 195/65 of Ghatkopar (East), Mumbai

With reference to your Notice 337 (New) , letter No. 337 dated. 2/9/2021 and the plans, Sections Specifications and description and further particulars and details of your buildings at Proposed Re-development Of Neelkanth Sagar Co-op Society bearing CTS no 195/65 of Ghatkopar (East), Mumbai. CTS/CS/FP No. 195/65 furnished to me under your letter, dated 2/9/2021. I have to inform you that, I cannot approve of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Mumbai Municipal Corporation Act as amended up to date, my disapproval by reasons thereof :-

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

- 1 That the Janta Insurance Policy shall not be submitted.
- 2 That the requisitions of clause 49 of DCPR 2034 shall not be complied with and records of quality of work, verification report, etc. shall not be maintained on site till completion of the entire work.
- 3 That the bore well shall not be constructed in consultation with H.E.
- 4 That the work shall not be carried out only between 6.00 am to 10.00 pm as per circular u/no. ChE/DP/7749/Gen dt 07.06.2016.
- 5 That the Board shall not be displayed showing details of proposed work, name of owner, developer, architect, R.C.C. consultant etc.
- 6 That the pre-requisites as per Ease of Doing Business circular shall not be submitted before applying for Plinth C.C.
- 7 That the commencement certificate under Sec.45/69(1)(a) of the M.R. & T. P. Act shall not be obtained before starting the proposed work.
- 8 That the extra water & sewerage charges shall not be paid to the assistant engineer water works.



No. P-8394/2021/(195/65)/N
Ward/GHATKOPAR/IOD/1/New

- 9 That the clearance certificate from assessment Department regarding up to date payment of Municipal taxes etc. will not be submitted.
- 10 That the developer/owner shall not demolish the structure/building proposed to be demolished by following the guidelines proposed in the Indian Standard Code no. IS 4130:1991 amended up to date in respect of Demolition of Building Code of Safety under the supervision of approved structural Engineer duly registered with MCGM.
- 11 That the NOC from S.W.M. department in view of order of Hon'ble Supreme Court of India in Dumping Ground case dated 15/03/2018(SLP Civil NoD-23708 of 2017) shall not be submitted.
- 12 That the adequate & decent temporary sanitary accommodation will not be provided for construction workers on before starting the work.
- 13 That the payment as per schedule of installment granted by Dy.Ch.E.(B.P.)E.S. shall not be made, if availed.
- 14 Necessary RUT for instalment facility if any availed as per Circular u/no. CHE/DP/14770/GEN dt.17.09.2019 shall not be submitted.
- 15 That the no dues pending certificate from A.E Water works "N" ward shall not be submitted.
- 16 That the Comprehensive Undertaking and Comprehensive indemnity bond as per EODB shall not be submitted.
- 17 That the registered undertaking in prescribed proforma agreeing to demolish the excess area if constructed beyond permissible F.S.I. shall not be submitted before asking for C.C.
- 18 That the registered undertaking and compliance of Govt. Notification u. no. TPS-1820/AN-27/CR.80/20/UD-13 dated 14/01/2021 ,MCGM circular u/no. Ch.Eng./DP/21546/Gen dtd. 22/02/2021 and u/no Ch.Eng./DP/21546/Gen dtd. 05/03/2021 with respect to benefit of 50% reduction in premium shall be submitted.
- 19 That the Soil Investigation Report from Geologist shall not be submitted.
- 20 That the mobile toilet shall not be provided on site to keep proper sanitation as per Circular U/No. CHE/DP/27391/Gen dated 07/01/2019.
- 21 That the NOC from electric supply company is not submitted.
- 22 That the commencement certificate under Sec.45/69(1)(a) of the M.R. & T.P. Act will not be obtained before starting the proposed work.
- 23 That the developer/owner shall not demolish the structure/building proposed to be demolished by following the guidelines proposed in the Indian Standard Code no. IS 4130:1991 amended up to date in respect of Demolition of Building Code of Safety under the supervision of approved Structural Engineer duly registered with MCGM.
- 24 That the R.C.C. designs & calculations as per the amended plans should not be submitted through the registered structural engineer before starting the work.
- 25 That the N.O.C. from Insecticide Officer shall not be submitted. That the C.C. shall not be asked unless payment of advance for providing treatment at construction site to prevent epidemics like Dengue, Malaria etc. is made to the Insecticide Officer of the concerned ward office and provision shall not be made as and when required by Insecticide Officer for inspection of water tanks by providing safe and stable ladder, etc. and requirements as communicated by the Insecticide Officer shall not be complied

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दस्ता क्र. १६५० /२०२४
५५१०

No. P-8394/2021/(195/65)/N
Ward/GHATKOPAR/IOD/1/New

with.

- 26 That the construction activity for work of necessary piling shall not be carried out by employing modern techniques such as rotary drilling, micro piling etc. instead of conventional jack and hammer to avoid nuisance damage to adjoining buildings.
- 27 That the dry and wet garbage shall not be separated and the wet garbage generated in the building shall not be treated separately on the same plot by the residents/ occupants of the building in the jurisdiction of M.C.G.M. The necessary condition in Sale Agreement to that effect shall not be treated separately on the same plot by the residents/ occupants of the building in the jurisdiction of M.C.G.M. The necessary condition in Sale Agreement to that effect shall not be incorporated by the Developer/ Owner.
- 28 The structure design and calculation for the proposed work considering seismic forces as per I.S code nos. 1893 and 4326 and for existing building showing adequacy there of take up additional load will not will not submitted.
- 29 That the qualified registered site supervisor through architect/structural Engineer will not be appointed before applying for C.C. & his name and license No. duly revalidated will not be submitted.
- 30 That preferably electric vehicle shall be used for all the development activities such as transporting material / human resources etc
- 31 That NOC/ remarks from National Board of Life from Eco-sensitive Zone of Thane Creek Flamingo Sanctuary's buffer point of view shall be obtained and submitted, if applicable.
- 32 That the Licensed Structural Engineer will not be appointed & Supervision memo as per appendix XI (Regulation 5(3) (ix) will not be submitted by him.
- 33 That the Architect shall not be submit the quarterly progress report of the proposed work.
- 34 That the compliances as per policy circular dt 22.02.2021 & 05.03.2021 for reduced 50% premium advantage shall not be abided by the developer as per RUT submitted.
- 35 That the correction in DP 2034 i.e. to incorporate CTS No in DP 2034, shall not be done
- 36 That the NOC from Collector shall not be obtained before asking for CC
- 37 That the NOC from Metro shall not be submitted before asking for CC
- 38 That all the conditions /observations /remarks in the approval of concession shall not be complied with and if required plan shall be not be get amended within ambit of approved concessions before asking CC
- 39 That project proponent shall abide with forth coming policies, circulars etc. RUT to that effect shall not be submitted before asking any approval or within a month, whichever is earlier.
- 40 That project proponent shall not pay any short Recovery at the prevailing rate/policies at the time of short payment after audit, registered undertaking to that effect shall not be submitted before asking any approval or within a month, whichever is earlier.
- 41 That the additional payment for any Deficiency/premium, shall not be abided by the upcoming circular/policies in future, if any
- 42 That Architect shall not certify that all rehab tenants are proposed to rehab by providing BUA as per fungible area worked out as per Reg. 31(3) of DCPR2034 and there is no excess deficit as shown in Proforma A of last approved plans and complied all conditions stipulated in Reg. 31(3) of

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DCPR2034, before asking amended approval / OC

- 43 5. That the Structural Engineer / site supervisor will not be appointed, and supervision memo as per Appendix XI (Regulation 5(3) (ix) will not be submitted by him.

C: CONDITIONS TO BE COMPLIED BEFORE FURTHER C.C

- 1 That the plinth/stilt height shall not be got checked by this office staff.
- 2 All the payments as intimated by various departments of MCGM shall not be paid.
- 3 That the amended Remarks of concerned authorities/empanelled consultants for the approved plan, if differing from the plans submitted for remarks shall not be submitted for: a) S.W.D b) Parking c) Roads d) Sewerage e) Water Works f) Fire Fighting Provisions g) Mechanical Ventilation h) Tree Authority i) Hydraulic Engineer j) PCO k) MMRDA/MHADA i) MHCC NOC m) Jail NOC n) CRZ NOC o) Railway NOC p) Highway NOC q) Highway Tension Line r) NOC from Electric Supply Company s) Defense NOC t) Rain Water Harvesting.
- 4 That the Material testing report shall not be submitted.
- 5 That the quarterly progress report of the work will not be submitted by the L.S.
- 6 That Civil Aviation NOC shall not be submitted for the proposed height of building.
- 7 The plinth level shall not be separated before applying for further C.C.
- 8 That the dry and wet garbage shall not be separated and the wet garbage generated in the building shall not be treated separately on the same plot by the residents/ occupants of the building in the jurisdiction of M.C.G.M. The necessary condition in Sale Agreement to that effect shall not be incorporated by the Developer/ Owner.
- 9 That the wall between part terrace/refuse area and habitable area shall not be constructed in RCC.
- 10 That the plinth completion certificate from Site supervisor shall not be submitted.
- 11 That the Structural stability certificate through Regd. Structural Engineer regarding stability of constructed plinth shall not be submitted before asking for C.C. beyond plinth.
- 12 That necessary RUT for handing over of excess parking area to MCGM as per DCPR 2034 free of cost shall not be submitted.
- 13 That the no dues pending certificate from A.E. Water Works "N" ward shall not be submitted.

D: GENERAL CONDITIONS TO BE COMPLIED BEFORE O.C

- 1 That the low lying plot will not be filled up to a reduced level of at least 27.55 mt. Town Hall Datum or 0.15 mt. above adjoining road level whichever is higher with murum, earth, boulders etc. and will not be leveled, rolled, consolidated and sloped towards road side.
- 2 That the dust bin will not be provided.
- 3 That 3.00 mt. wide paved pathway upto staircase will not be provided.
- 4 That the open spaces as per approval, parking spaces and terrace will not be kept open.
- 5 That the name plate/board showing Plot No., Name of the Bldg. etc. will not be displayed at a prominent place.
- 6 That carriage entrance shall not be provided as per design of registered structural engineer and

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carriage entrance fee shall not be paid.

- 7 That terraces, sanitary blocks, nahanis in kitchen will not be made Water proof and same will not be provided by method of pounding and all sanitary connections will not be leak proof and smoke test will not be done in presence of licensed plumber.
- 8 That final N.O.C. from concerned authorities / empanelled consultants for a) S.W.D. b) Parking c) Roads d) Sewerage e) Water Works f) CFO / Fire Fighting Provisions g) Mechanical Ventilation h) Tree authority i) Hydraulic Engineer Shall not be submitted before occupation
- 9 That Structural Engineer's final Stability Certificate along with upto date license copy
- 10 That the separate vertical drain pipe, soil pipe, with a separate gully trap, water main, O.H. Tank, etc. for Maternity Home/Nursing Home, user will not be provided and that drainage system of the residential part of the building will not be affected if applicable.
- 11 That plans shall not be submitted along with Notice of Completion of work u/s Section 133B of the Act for work completed on site.
- 12 That Site Supervisor certificate for quality of work and completion of the work shall not be submitted in prescribed format.
- 13 That Fitness Centre permissible as per DCPR before occupation for the building under reference shall not be constructed.(if applicable)
- 14 That Society Office permissible as per DCPR before occupation for the building under reference shall not be constructed.(if applicable)
- 15 That the Vermiculture bin for disposal of wet waste as per the design and specification of organization / individual specialized in this field, as per the list furnished by Solid Waste Management Department of M.C.G.
- 16 That the completion certificate from the rain water harvesting consultant for effective completion and functioning of RWH system shall be submitted and quantum of rain water harvested from the RWH completed scheme on site shall be uploaded on RWH tab in online AUTO DCR system. The same shall be complied before OC.
- 17 That the undertaking stating that, the premium as per Reg. no. 31 (1)(vi) for excess parking than permitted under Reg. no. 44 of DCPR 2034, if any, at final stage of development be paid before OCC to last building shall be submitted.
- 18 That the Lift Inspector Completion Certificate shall not be submitted before occupation.
- 19 That the N.O.C. from A.A. & C (N Ward) shall not be submitted.
- 20 That the list of documents required to be scanned and legible scanned image shall not be submitted.
- 21 That the dry and wet garbage shall not be separated and the wet garbage generated in building shall not be treated separately on the same plot by the residents / occupants of the building in the jurisdiction of MCGM. The necessary conditions in Sale Agreement to that effect shall not be incorporated by the Developers / Owner.
- 22 That the top most elevation of the building will be certified by Airport Authority of India mentioning that the Average Mean Sea Level of the Building is within the permissible limits of Civil Aviation N.O.C. The same shall be submitted before O.C.C.

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- 23 That the adequate provision for post-mail boxes shall not be made at suitable location on ground floor /stilt.
- 24 That the parking spaces shall not be provided as per D.C. P. Regulation No. 44.
- 25 That the every part of the building construction and more particularly, overhead tank will not be provided with a proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder etc.
- 26 That the Architect certified final rehab fungible statement shall not be submitted before asking for OC.



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

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the 31 December day of 2022 but not so as to contrivance any of the provision of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time In force.
Your attention is drawn to the Special Instructions and Note accompanying this Intimation of Disapproval.

Executive Engineer, Building Proposals,
Zone, Wards.

SPECIAL INSTRUCTIONS

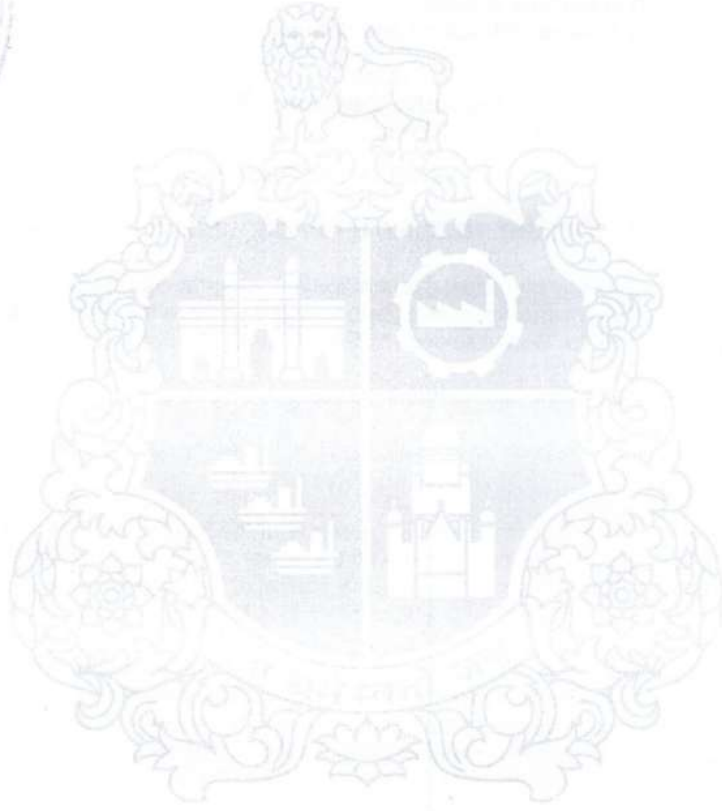
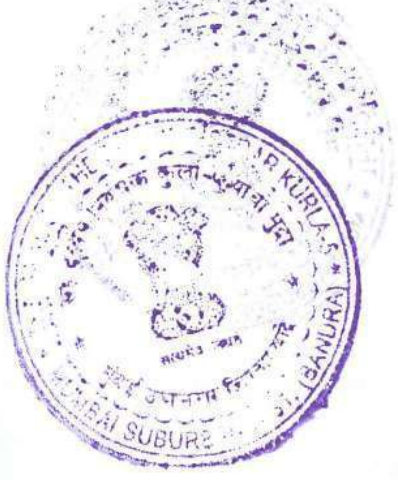
- 1. THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.**
2. Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Mumbai has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.
3. Under Byelaw, No. 8 of the Commissioner has fixed the following levels :-
"Every person who shall erect as new domestic building shall cause the same to be built so that every part of the plinth shall be-
 - a) Not less than, 2 feet (60 cms.) above the center of the adjoining street at the nearest point at which the drain from such building can be connected with the sewer than existing or thereafter to be- laid in such street
 - b) Not less than 2 feet (60 cms.) Above every portion of the ground within 5 feet (160 cms.)-of such building.
 - c) Not less than 92 ft. ([TownHall]) above Town Hall Datum.
4. Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion on occupation is detected by the Assessor and Collector's Department.
5. Your attention if further drawn to the provision of Section 353-A about the necessary of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to grant a permission before occupation and to leavy penalty for non-compliance under Section 471 if necessary.
6. Proposed date of commencement of work should be communicated as per requirements of Section 347 (1) (aa) of the Bombay Municipal Corporation Act.
7. One more copy of the block plan should be submitted for the Collector, Mumbai Suburbs District.

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8. Necessary permission for Non-agricultural use of the land shall be obtained from the Collector Mumbai Suburban District before the work is started. The Non-agricultural assessment shall be paid at the site that may be fixed by the Collector, under the Land Revenue Code and Rules there under.

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



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No. EB/CE/ /BS /A/

NOTES



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

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avoid the excavation of the road an footpath.

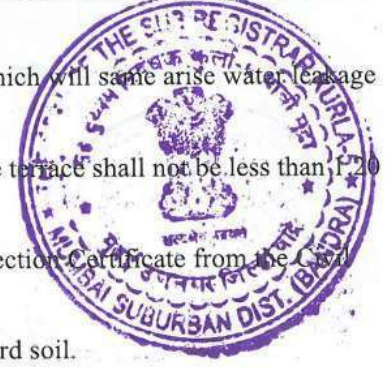
- 12) All the terms and condition of the approved layout /sub-division under No. of should be adhered to and complied with.
- 13) No Building /Drainage Completion Certificate will be accepted non water connection granted (except for the construction purpose) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay Municipal Corporation Act and as per the terms and conditions for sanction to the layout.
- 14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate
- 15) The access road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner including asphaltting lighting and drainage before submission of the Building Completion Certificate.
- 16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- 17) The surrounding open spaces around the building should be consolidated in Concrete having broke glass pieces at the rate of 12.5 cubic meters per 10 sq. meters below payment.
- 18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.
- 19) No work should be started unless the existing structures proposed to be demolished are demolished.
- 20) The Intimation of Disapproval is given exclusively for the purpose of enabling you to proceeds further with the arrangements of obtaining No Objection Certificate from the Housing Commissioner under Section 13 (h) (H) of the Rent Act and in the event f your proceeding with the work either without an intimation about commencing the work under Section 347(1) (aa) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act 1966, (12 of the Town Planning Act), will be with drawn.
- 21) If it is proposed to demolish the existing structures be negotiations with the tenant, under the circumstances, the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following:-
 - i. Specific plans in respect of evicting or rehousing the existing tenants on hour stating their number and the areas in occupation of each.
 - ii. Specifically signed agreement between you and the existing tenants that they are willing to avail or the alternative accommodation in the proposed structure at standard rent.
 - iii. Plans showing the phased programme of constructions has to be duly approved by this office before

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starting the work so as not to contravene at any stage of construction, the Development control Rules regarding open spaces, light and ventilation of existing structure.

- 22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first starting the work.
- 23) In case of additional floor no work should be start or during monsoon which will same arise water leakage and consequent nuisance to the tenants staying on the floor below.
- 24) The bottom of the over head storage work above the finished level of the terrace shall not be less than 1.20 Mt. and not more than 1.80 mt.
- 25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained.
- 26) It is to be understood that the foundations must be excavated down to hard soil.
- 27) The positions of the nahanis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- 28) The water arrangement nut be carried out in strict accordance with the Municipal requirements.
- 29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Corporation Act.
- 30) All gully traps and open channel drains shall be provided with right fitting mosquito proof made of wrought iron plates or hinges. The manholes of all cisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on highly serving the purpose of lock and the warning pipes of the rabbet pretested with screw or dome shape pieces (like a garden mari rose) with copper pipes with perfections each not exceeding 1.5 mm in diameter. The cistern shall be made easily, safely and permanently accessible be providing a firmly fixed iron ladder, the upper ends of the ladder should be earmarked and extended 40 cms above the top where they are to be fixed as its lower ends in cement concrete blocks.
- 31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall.
- 32) a Louvres should be provided as required by Bye0law No. 5 (b)
b Lintels or Arches should be provided over Door and Windows opening
c The drains should be laid as require under Section 234-1(a)
d The inspection chamber should be plastered inside and outside.
- 33) If the proposed additional is intended to be carried out on old foundations and structures, you will do so as your own risk.



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No P-8394/2021/(195/65)/N
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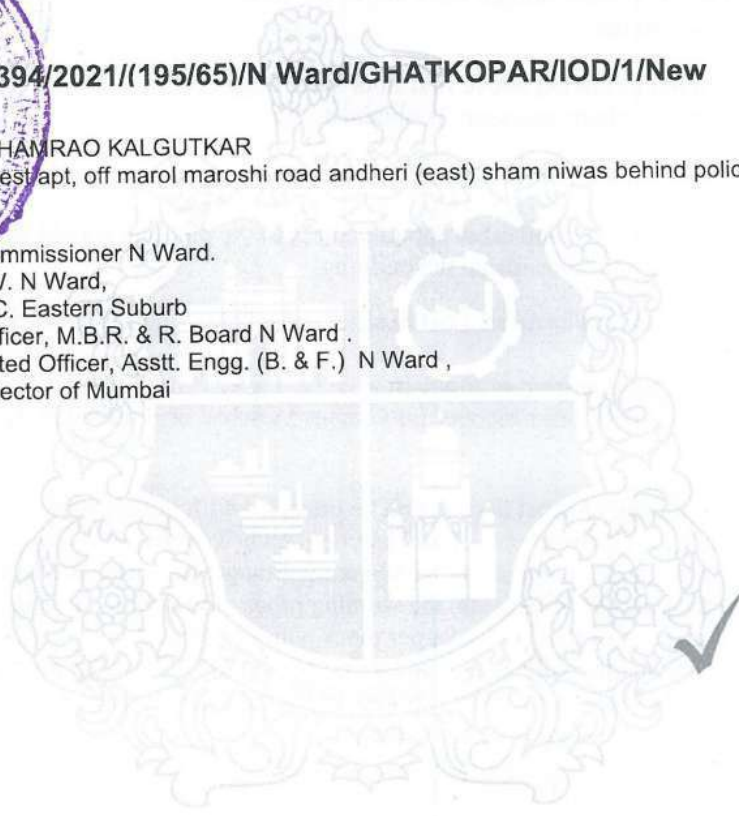
Executive Engineer, Building Proposals
Zones wards.

P-8394/2021/(195/65)/N Ward/GHATKOPAR/IOD/1/New



Copy To:- 1. ANIL SHAMRAO KALGUTKAR
B-703, nest apt, off marol maroshi road andheri (east) sham niwas behind police camp, marol maroshi
road mumbai

2. Asst. Commissioner N Ward.
3. A.E.W.W. N Ward,
4. Dy.A & C. Eastern Suburb
5. Chief Officer, M.B.R. & R. Board N Ward .
6. Designated Officer, Asstt. Engg. (B. & F.) N Ward ,
7. The Collector of Mumbai



Name : Lotan Sukadeo Ahire
Designation : Executive
Engineer
Organization : Personal
Date : 31-Dec-2021 12: 27:17



C - 3

MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No P-8394/2021/(195/65)/N Ward/GHATKOPAR/FCC/1/New

COMMENCEMENT CERTIFICATE

To,
Secretary of Garodia Neelkanth Sagar Co-Op. Hsg.
Soc. Ltd.
Garodia Neelkanth Sagar Co-op Society bearing
CTS no 195/65 of Ghatkopar (East), Mumbai.

Sir,

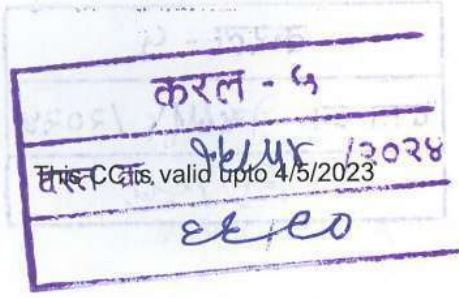
With reference to your application No. **P-8394/2021/(195/65)/N Ward/GHATKOPAR/FCC/1/New** Dated. **02 Sep 2021** for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no 337 (New) dated **02 Sep 2021** of the Mumbai Municipal Corporation Act, 1966 to erect a building in Building development work of on plot No. **195/65** C.T.S. No. **195/65** Division / Village / Town Planning Scheme No. **GHATKOPAR** situated at **27.45m.D.P. Road Road / Street** in **N Ward** Ward.



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

1. The land vacated on consequence of the endorsement of the setback line/ road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if :-
 - a. The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
 - b. Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
 - c. The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966.
7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri. **AE (BP) L&N Ward** Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.



Issue On : 05 May 2022

Valid Upto : 04 May 2023

Application Number :

P-8394/2021/(195/65)/N
Ward/GHATKOPAR/CC/1/New

Remark :

C.C. up to top of Stilt slab as per approved IOD plans dated 31.12.2021



Approved By

Executive Engineer (BP) ES II

Executive Engineer

Issue On : 13-Dec-2022

Valid Upto : 04 May 2023

Application Number :

P-8394/2021/(195/65)/N
Ward/GHATKOPAR/FCC/1/New

Remark :

"Full C.C. as per approved amended plans dated 14.11.2022."

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Digitally signed by Sandeep Atmaram Kolhe
Date: 13 Dec 2022 13:24:23
Organization: Brihanmumbai Municipal Corporation
Designation: Assistant Engineer (BP)

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

Assistant Engineer Building Proposal
Eastern Suburban N Ward Ward



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



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MUNICIPAL CORPORATION OF GREATER MUMBAI

Notesheet

Application Number :	P-8394/2021/(195/65)/N Ward/GHATKOPAR/Other/1/Ne w	Ward Name :	N Ward
Zone Name :	Eastern Suburb	Inward Date :	02 Sep 2021
Architect/LE/SE Name :	ANIL SHAMRAO KALGUTKAR	Issued On :	22 May 2023

Authority Remark:

Approved as proposed, CC is revalidated from 05.05.2023 to 04.05.2024 , however, SWM NOC / BG and Janta Insurance Policy shall be revalidated before their expiry.



Digitally signed by Sandeep Atmaram Kolhe
Date: 22 May 2023 12:03:14
Organization: Brihanmumbai Municipal Corporation
Designation: Assistant Engineer (BP)

AE (BP) L&N Ward



LAW SCRIBES
Advocates & Solicitors

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Eetoo

Reference Number: LS/NM/JS/0013

Date: 14th May, 2022

To:
The Maharashtra Real Estate Regulatory Authority (MAHARERA)
6th & 7th Floor, Housefin Bhavan, Plot No: C - 21, E - Block,
Bandra Kurla Complex, Bandra (E), Mumbai 400051.

LEGAL TITLE REPORT

Sub: Title clearance report with respect to all that piece and parcel of land admeasuring 852.85 square meters or thereabouts forming part of Survey no. 249 Hissa no. bearing CTS no. 195/65 of Village Ghatkopar, Taluka Kurla, Mumbai Suburban District and bearing Plot no. 56 in the layout of Garodia Nagar Scheme and situated lying and being at 90 Feet Road, Ghatkopar (East), Mumbai 400077 (hereinafter referred to as "**the said Land**").



1. On instructions of our client **Blue Crest Developers LLP**, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, holding LLP identification no. AAW-2196 and having its registered office at 198, 4 Ground Floor, Sawla Sadan, Belgrami Road, Kurla (West), Mumbai 400070 (hereinafter referred to as "**the Developer**"), we have investigated the title of the Garodia Neelkanth Sagar Co-operative Housing Society Limited, a co-operative society registered under Maharashtra Co-operative Societies Act, 1960, bearing registration no. BOM/HSG/4649 of 1975 and having its registered office at Plot no. 56, Garodia Nagar, 90 Feet Road, Ghatkopar (East), Mumbai 400077 (hereinafter referred to as "**the Society**"), and the Developer's entitlement to put up construction on the said Land. In the course of such investigation, we have perused photocopies of the following documents:

- Property Register Card in respect of the said Land viz. CTS no. 195/65 of Village Ghatkopar, Taluka Kurla, Mumbai Suburban District;
- Indenture dated 31st March, 1986, registered with the Sub-Registrar of Assurances at Bombay under serial no. 1572 of 1986;
- Development Agreement dated 17th November, 2021, registered with the Sub-Registrar of Assurances at Kurla no. 5 under serial no. KRL5-17048-2021;
- Power of Attorney dated 17th November, 2021, registered with the Sub-Registrar of Assurances at Kurla no. 5 under serial no. KRL5-17050-2021;
- Intimation of Disapproval dated 31st December, 2021, bearing number P-8394/2021/(195/65)/N Ward/GHATKOPAR/IOD/1/New issued by the Municipal Corporation of Greater Mumbai (hereinafter referred to as "**MCGM**");
- Commencement Certificate dated 5th May, 2022 bearing number P-8394/2021/(195/65)/N Ward/GHATKOPAR/CC/1/New issued by the MCGM; and

303, Lotus Pride, St. Francis Road, Vile Parle (West), Mumbai 400 056

T: +91 (22) 26127321 / 2 F: +91 (22) 26127323 E: info@lawscribes.in W: www.lawscribes.in

Devi Haldar

२ - मयक
४६०९ करल - ५
दस्त क्र. १६५४ / २०२४
६०/२०



Continuation Sheet No.: 1

g. Search report of the searches taken with the offices of the Sub-Registrar of Assurances at Mumbai City, Bandra and Kurla Taluka for the years from 1991 to 2021.

2. We have also issued public notices in 2 (two) newspapers viz. Free Press Journal (English – Mumbai edition) and Navshakti (Marathi – Mumbai edition) both dated 4th September, 2021 for inviting claims in respect of the said Land.

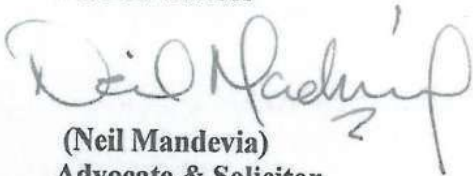
3. On perusal of the above mentioned documents and all relevant documents relating to title of the said Land, and subject to what is stated therein, we are of the opinion that the title of the Society viz. Garodia Neelkanth Sagar Co-operative Housing Society Limited to the said Land is clear and without any encumbrances; and further that the Developer viz. **Blue Crest Developers LLP** is entitled to undertake redevelopment of the said Land by demolishing the old building earlier standing thereon and constructing a new multi-storied building on the said Land in accordance with the terms and conditions of the Development Agreement dated 17th November, 2021.

Owner: Garodia Neelkanth Sagar Co-operative Housing Society Limited, CTS No.195/65.

Developer: Blue Crest Developers LLP, CTS No. 195/65.

4. The report reflecting the flow of the entitlement of the Developer to redevelop the said Land is enclosed herewith and marked as Annexure 'A'.

Yours faithfully
For *Law Scribes*


(Neil Mandevia)
Advocate & Solicitor

Encl: Annexure


LAW SCRIBES
Advocates & Solicitors
303, Lonsdale Road, E. French Road,
Mumbai - 400 025



करल - ५
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Continuation Sheet No.: 2

Annexure 'A'

Flow of the entitlement of the Developer to redevelop the said Land.

1. On instructions of our client **Blue Crest Developers LLP**, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, bearing LLP identification no. AAW-2196 and having its registered office at 198, 4 Ground Floor, Sawla Sadan, Belgrami Road, Kurla (West), Mumbai 400070 viz. the Developer, we have investigated the Developer's entitlement to put up construction on the said Land as more particularly described in the Schedule hereunder written and as requested by the Developer, we are issuing this certificate in respect of its entitlement thereof.
2. In the course of such investigation of the entitlement of the Developer to put up construction on the said Land we have caused necessary searches to be taken with the office of the Sub-Registrar of Assurances at Mumbai City, Bandra and Kurla Taluka for the years from 1991 to 2021 and have also issued public notices in 2 (two) newspapers viz. Free Press Journal (English – Mumbai edition) and Navshakti (Marathi – Mumbai edition) both dated 4th September, 2021 for inviting claims in respect of the said Land.
3. During the course of investigation, the Developer has furnished to us copies of certain documents with regard to the said Land; and we have perused the same and the following emanates therefrom:
 - a. The Garodia Neelkanth Sagar Co-operative Housing Society Limited, a co-operative society registered under Maharashtra Co-operative Societies Act, 1960, bearing registration no. BOM/HSG/4649 of 1975 and having its registered office at Plot no. 56, Garodia Nagar, 90 Feet Road, Ghatkopar (East), Mumbai 400077 (viz. the Society) is seized and possessed, as the sole and absolute owner of the said Land, together with the building earlier standing thereon, known as '*Neelkanth Sagar*' comprising of 2 (two) Wings (viz. Wings A and B) and each such Wing comprises of ground plus 3 (three)

D. N. Gadgil

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Continuation Sheet No.: 3

upper floors and containing 16 (sixteen) self-contained residential flats (now demolished) (hereinafter referred to as "the Old Building"). The Old Building has since been demolished as elaborated hereinafter. The said Land and the Old Building are hereinafter collectively referred to as "the said Property".

- b. By and under an Indenture dated 31st March, 1986, which is registered with the Sub-Registrar of Assurances at Bombay under serial no. 1572 of 1986 (hereinafter referred to as "the said Indenture"), made and executed by and between one (1) Sudha S. Ladhawala, (2) Mohan Velji Patel, (3) Harbai Velji Patel and (3) Ambaprasad Punjalal Dave as partners of a partnership firm M/s. Gokul Builders (therein referred to as the Vendors), of the first part and the Society (therein referred to as the Purchaser) of the second part, the Society has acquired all the right, title and interest into and upon the said Property, at and for the consideration and on the other terms and conditions more particularly set out therein. The area of the said Land is reflected in the said Indenture as 852.85 square meters. We have perused a photocopy of the said Indenture.
- c. Thus, upon execution of the said Indenture, the Society acquired title to the said Property as owner thereof.
- d. The name of the Society is reflected in the Property Register Card in respect of the said Land as owner thereof. We have perused photocopy of the Property Register Card in respect of the said Land viz. CTS no. 195/65 of Village Ghatkopar, Taluka Kurla, Mumbai Suburban District. The aggregate area of the said Land in the Property Register Card is reflected as 853.10 square meters, out of which the area of the land held by the Society is reflected as 852.85 square meters.
- e. It appears from the documents perused by us (including the Development Agreement, as referred to hereinbelow) that the Society presently has 16 (Sixteen) members who are holding shares issued by the Society and corresponding thereto were occupying their respective premises in the Old

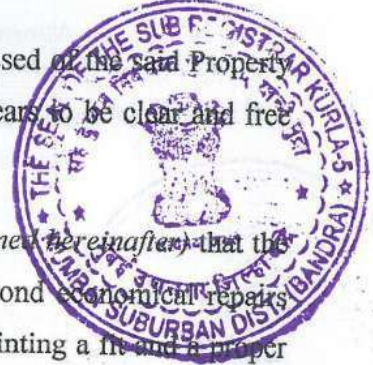
D. S. Mehta



करल - ५
दस्त क्र. १६५४ / २०२४
Continuation of Serial No. 4

Building, prior to demolition of the Old Building (hereinafter collectively referred to as "**the Existing Members**").

- f. In the circumstances, the Society is seized and possessed of the said Property as the owner thereof and the title of the Society appears to be clear and free from encumbrances.
- g. It is recorded in the Development Agreement (*as defined hereinafter*) that the Old Building was in a dilapidated condition and beyond economical repairs and in view thereof, the Society was desirous of appointing a fit and proper entity engaged in the business of development and redevelopment of immovable properties to undertake the redevelopment of the said Land by demolishing the Old Building; and by constructing on the said Land, a new multi-storeyed building, by using and utilizing the entire available Floor Space Index (hereinafter referred to as "**FSI**") emanating from the said Land and also by consuming any additional FSI as may be consumable on the said Land.
- h. By and under a Development Agreement dated 17th November, 2021 (hereinafter referred to as "**the Development Agreement**") made and executed between the Society, some of the Existing Members of the Society and the Developer, the Society, has granted development rights in respect of the said Property to and in favour of the Developer, at and for the consideration and on terms and conditions more particularly contained therein. The said Development Agreement is registered with the Sub-Registrar of Assurances at Kurla no. 5 under serial no. KRL5-17048-2021. We have pursued a photocopy of the said Development Agreement.
- i. In addition to the said Development Agreement, the Society has also executed a Power of Attorney dated 17th November, 2021 in favour of the Developer (acting through its designated partners) and have conferred upon the Developer, certain powers and authorities to do various acts, things, and matters with respect to the redevelopment of the said Land (hereinafter referred to as "**the Power of Attorney**"). The said Power of Attorney is



Handwritten signature

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Continuation Sheet No.: 5

registered with the Sub-Registrar of Assurances at Kurla no. 5 under serial no. KRL5-17050-2021. We have pursued a photocopy of the said Power of Attorney.

j. As per the terms of the said Development Agreement, the Developer has agreed to provide certain constructed areas to the Existing Members as and by way of their respective permanent alternate accommodation in lieu of their respective premises in the Old Building; and the Developer has been authorised by the Society to sell or otherwise create third party rights in respect of the additional units/premises in the new building (defined in the Development Agreement and hereinafter referred to as "**Developer's Sale Area**") to third parties on such terms as the Developer may deem, fit and proper and which third parties would be admitted by the Society as its members.

k. The Development Agreement and the Power of Attorney are hereinafter collectively referred to as "**the Redevelopment Documents**".

l. In the circumstances, by virtue of the Redevelopment Documents, the Developer has become entitled to undertake redevelopment of the said Property on the terms and conditions mentioned in the Redevelopment Documents.

m. The Developer has informed us that, the Existing Members have since vacated the Old Building in accordance with the terms and conditions of the Redevelopment Documents, and the Developer has demolished the Old Building.

4. As regards development and construction on the said Land as proposed by the Developer, from the documents and information furnished to us it appears that:

a. The Developer had made an application to the MCGM for sanction of plans for putting up construction of a multi-storeyed building on the said Land and based on such application, the MCGM has issued Intimation of Disapproval

Dal Khandelwal



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Continuation Sheet No.: ६

dated 31st December, 2021, bearing number P-8394/2021/(195/65)/N Ward/GHATKOPAR/IOD/1/New for construction on the said Land; and

b. Pursuant thereto, the MCGM has issued a Commencement Certificate dated 5th May, 2022 bearing number P-8394/2021/(195/65)/N Ward/GHATKOPAR/CC/1/New and has permitted to commence construction on the said Land to the extent set out therein.



5. In the course of the searches caused to be taken by us with the offices of the Registrars of Assurances, at Mumbai City, Bandra and Kurla Taluka from 1991 to 2021 as aforesaid, we have not come across any entries of registration of any documents, whereby the Society's title to the said Land and/or the Developer's entitlement to put up construction on the said Land in accordance with the terms of the Redevelopment Documents, may be adversely affected.
6. In pursuance of the above referred public notices issued by us, we have not received any claims/objections.
7. The Developer has informed us, that the Developer shall be making an application to the Maharashtra Real Estate Regulatory Authority for registering the project of construction on the said Land under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "RERA").
8. In the circumstances, in our opinion, subject to what is stated hereinabove, we are of the opinion that the Developer viz. Blue Crest Developers LLP is entitled to undertake development of the said Land by constructing a new multi-storeyed building on the said Land in accordance with the terms and conditions of the said Redevelopment Documents and in accordance with the approvals already granted and as may hereafter be granted by the MCGM and the concerned authorities for carrying out construction on the said Land; and subject to the Developer obtaining registration of the project of construction on the said Land under the provisions of RERA, the Developer will be entitled to create third party rights in respect of the units/premises comprised in the Developer's Sale Area as per the terms and conditions set out in the

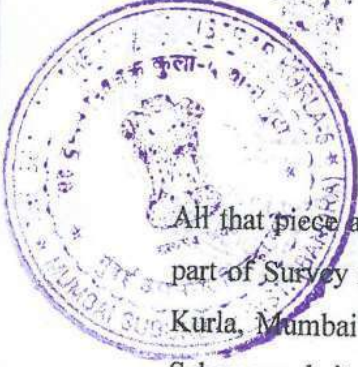
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करल - ५
दस्त क्र. १६५४ / २०२४
७६६०



Continuation Sheet No.: 7

Redevelopment Documents.



SCHEDULE

Description of the said Land

All that piece and parcel of land admeasuring 852.85 square meters or thereabouts forming part of Survey no. 249 Hissa no. 2, bearing CTS no. 195/65 of Village Ghatkopar, Taluka Kurla, Mumbai Suburban District and bearing Plot no. 56 in the layout of Garodia Nagar Scheme and situate, lying and being at 90 Feet Road, Ghatkopar (East), Mumbai 400077 and bounded as follows:

- On or towards the North : CTS Nos. 195/52 and 195/60;
On or towards the South : CTS Nos. 195/72;
On or towards the West : 27.45 meters wide Existing Road; and
On or towards the East : 9.15 meters wide Existing Road.

Dated this 14th day of May, 2022

For *Law Scribes*

(Neil Mandevia)
Advocate & Solicitor

LAW SCRIBES
Advocates & Solicitors
109, Lotus Pride, St. Francis Road,
Bandra (W), Mumbai - 400 050



Maharashtra Real Estate Regulatory Authority

**REGISTRATION CERTIFICATE OF PROJECT
FORM 'C'**

[See rule 6(a)]

करल - ५
दस्त क्र. १६५४ /२०२४
UN/10

This registration is granted under section 5 of the Act to the following project under project registration number :
P51800045815

Project: **PALAZZO 90** , Plot Bearing / CTS / Survey / Final Plot No.: **195/65** at **Greater Mumbai (M Corp.) (Part)**
(802794), Mumbai, Mumbai Suburban, 400077;



- Blue Crest Developers Llp** having its registered office / principal place of business at **Mumbai Suburban, Pin: 400070.**
- 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 scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
 - The Registration shall be valid for a period commencing from **15/06/2022** and ending with **30/06/2025** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
 - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
 - That the promoter shall take all the pending approvals from the competent authorities
- 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. Vasanti Premanand Prabhu
(Secretary, MahaRERA)
Date: 15-06-2022 20:13:31

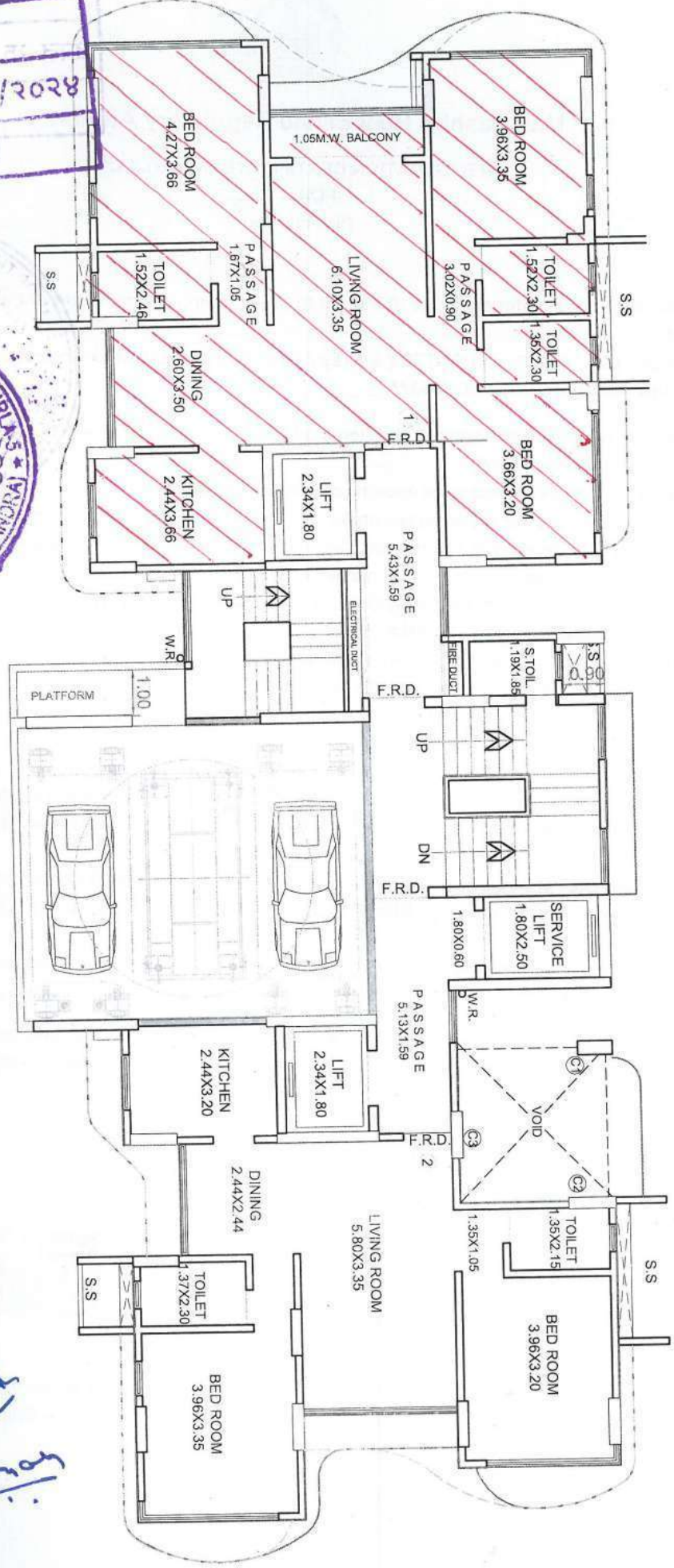
Dated: **15/06/2022**
Place: **Mumbai**

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

करल - ५
 दस्त क्र. १६५४ / २०२४
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10TH FLOOR PLAN



Handwritten signatures and initials in blue ink.

Annexure 'I'

Internal Amenities

करल - ५
दस्त क्र. १०५४ / २०२४
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- Composite Marble Framing on all sides of window
- Anodised Aluminium Sliding Windows
- Branded Vitrified Tiles Flooring
- Anti – Skid Tiles flooring in Toilets
- Parallel Granite Kitchen Platform with Stainless Steel Sink
- Vitrified Dado upto beam bottom above kitchen platform
- Provision for telephone, Lights, Fans & TV with adequate points
- Provision for Exhaust Fan in Kitchen and Toilets
- Provision for Geyser and Washing Machine in Kitchen
- Provision for Air Conditioner in Living Room and Bed Rooms
- Provision for LAN and Cable Connection
- Branded Sanitary ware & Sanitary Fittings in Toilets
- Internal - Premium Quality Luster/Asian Royal or Equivalent
- External – Water Repellent Fungus Proof Acrylic Paint
- Laminate/Finish doors with Teakwood Polished Frames
- Stainless Steel/Brass Hardware



करल - ५
दस्ता क्र. १६५५४ / २०२४
०/१०



भारतीय विशिष्ट पहचान प्राधिकरण
भारत सरकार
Unique Identification Authority of India
Government of India

नामांकन क्रम / Enrollment No 1074/50305/00945

To,
कवन जयंत सावला
Kavan Jayant Sawla
S/O: Jayant Sawla
A-21, Chhadva Nagar
Match Factory Lane
H.P.K Marg Kurla West
Kurla
Kurla Mumbai Mumbai
Maharashtra 400070
9820287108

Ref: 509 / 08A / 958143 / 959028 / P



SH033098930DF



आपका आधार क्रमांक / Your Aadhaar No. :

5734 2524 3670

आधार - आम आदमी का अधिकार



भारत सरकार
GOVERNMENT OF INDIA



कवन जयंत सावला
Kavan Jayant Sawla
जन्म वर्ष / Year of Birth : 1997
पुरुष / Male



5734 2524 3670

आधार - आम आदमी का अधिकार

आयकर विभाग
INCOME TAX DEPARTMENT
KAVAN JAYANT SAWLA
JAYANT POPATLAL SAWLA
28/08/1997
Permanent Account Number
GHNPS8413M

भारत सरकार
GOVT. OF INDIA

करल - ५
दस्त क्र. १६५४ /२०२४
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आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
AAXFB6469P

नाम / Name
BLUE CREST DEVELOPERS LLP

निगमन / गठन की तारीख
Date of Incorporation / Formation
08/03/2021



Handwritten signature

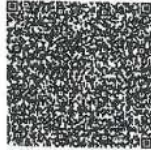
2 - डिस्क
करल - 4
दस्त क्र. 96448 / 2024
2/20



आधार-आमन्य माणसाचा अधिकार



जयसुखलाल देवचंद शाह
Jaysukhlal Devchand Shah
जन्म तारीख/DOB: 12/04/1939
पुरुष/ MALE
5151 5550 4152



भारत सरकार
GOVERNMENT OF INDIA

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करल - ५
दस्त क्र. १६५४ / २०२४
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अयकर विभाग
INCOME TAX DEPARTMENT
JAYSUKHLAL D SHAH
DEVCHAND SHAH
12/04/1939
Permanent Account Number
AAZPS7078M

भारत सरकार
GOVT. OF INDIA



Signature

Jay Sukhlal D. Shah

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Jay Sukhlal D. Shah

म. वि.क
करल - ५
दस्त क्र. १६५५५ / २०२४
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Shah

आधार-शुभानुय भाणशावा अधिकार



विपुल जयसुखलाल शाह
Vipul Jaysukhlal Shah
जन्म तारीख/DOB: 19/12/1972
पुरुष/ MALE
9769 3309 5279



भारत सरकार
GOVERNMENT OF INDIA

करल - ५
दस्त क्र. १६५५५५ / २०२४
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आयकर विभाग
INCOME TAX DEPARTMENT
VIPUL J SHAH

भारत सरकार
GOVT. OF INDIA

JAYSUKHLAL DEVCHAND SHAH
19/12/1972
Permanent Account Number
AARPS9223L


Signature



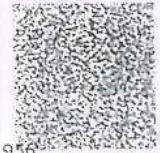
Jaysukhlal Devchand Shah

करल - ५
दस्त क्र. १६७४ /२०२४
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भारत सरकार
GOVERNMENT OF INDIA



Vikas Dattaram Shelar
DOB: 25/05/1968
MALE
Mobile No: 7715890641



5433 4279 4883
VID : VID : 9107 0355 3944 1956

माझे आधार, माझी ओळख



भारत सरकार
GOVERNMENT OF INDIA



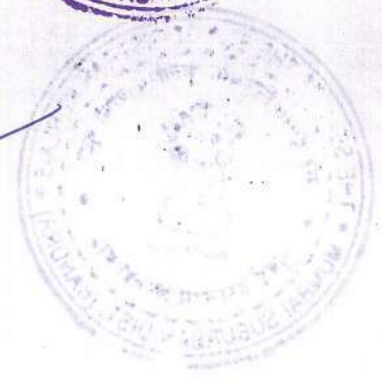
अनोल मधुकर जाधव
Arno Madhukar Jadhav
जन्म तारीख / DOB: 18/08/1983
पुरुष / MALE
Mobile No.: 9987204144



3580 5818 6624

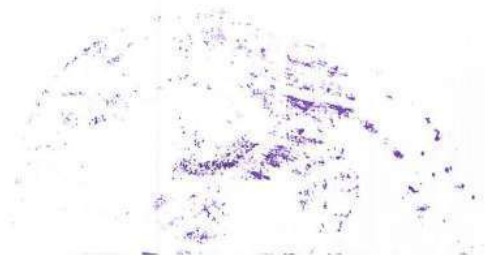
माझे आधार, माझी ओळख

Jadhav



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०५५०



520/16854

शुक्रवार, 21 जून 2024 11:01 म.पू.

दस्त गोषधारा भाग-1

करल5

करल - ५

दस्त क्रमांक: 16854/2024

दस्त क्र. १६८५४/२०२४

52100

दस्त क्रमांक: करल5 /16854/2024

बाजार मूल्य: रु. 2,15,09,028/-

मोबदला: रु. 2,24,80,000/-

भरलेले मुद्रांक शुल्क: रु.13,48,800/-

दु. नि. सह. दु. नि. करल5 यांचे कार्यालयात

अ. क्र. 16854 वर दि.21-06-2024

रोजी 10:58 म.पू. वा. हजर केला.

पावती:17794

पावती दिनांक: 21/06/2024

सादरकरणाराचे नाव: जयसुखलाल देवचंद शाह

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1800.00

पृष्ठांची संख्या: 90

एकुण: 31800.00

दस्त हजर करणाऱ्याची सही:

Joint S.R. Kurla-5

सह दुय्यम निबंधक वर्ग २

कुर्ला क्र. ५

दस्ताचा प्रकार: करारनामा

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

शिक्षा क्र. 1 21 / 06 / 2024 10 : 58 : 23 AM ची वेळ: (सादरीकरण)

शिक्षा क्र. 2 21 / 06 / 2024 11 : 00 : 27 AM ची वेळ: (फी)



Joint S.R. Kurla-5

सह दुय्यम निबंधक वर्ग २
कुर्ला क्र. ५

प्रातज्ञापत्र

प्रस्तुत दस्तऐवज भारतीय नोंदणी अधिनियम १९०८ व महाराष्ट्र नोंदणी नियम १९६१ यांच्या अन्वये नोंदणीसाठी सादर केलेल्या नोंदणी कागदपत्रे, नकाशे व दस्तऐवज यांच्या बाबतची खात्री दस्तऐवज, त्याची सर्वस्व जागतिक नोंदणीसाठी तांत्रिक अडथळा असल्याने नोंदणी/नियम/अधिसूचना अन्वये नोंदणीचा उल्लंघन होत नाही.

लिहून देणार

१)

२)

लिहून घेणार

१)

२)



21/06/2024 11 08:14 AM

दस्त क्रमांक : करल5/16854/2024

दस्ताचा प्रकार :- करारनामा

दस्त क्र. 16854/2024
 करल-5
 21/06/2024

करल5

दस्त क्रमांक:16854/2024

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	व्यायाचित्र	ठसा प्रमाणित
1	नाव:ब्लू क्रेस्ट डेव्हलपर्स एलएलपी तर्फे भागदार कवन जयंत सावला पत्ता:प्लॉट नं: ऑफिस 198,4, माळा नं: तळ भुजला, इमारतीचे नाव: सावला सदन, ब्लॉक नं: कुर्ला पश्चिम, रोड नं: बेलग्रामी रोड, महाराष्ट्र, MUMBAI. पॅन नंबर:AAXFB6469P	लिहून देणार वय :-29 स्वाक्षरी:-		
2	नाव:जयमुखलाल देवचंद शाह पत्ता:प्लॉट नं: फ्लॅट नं. 6, माळा नं: 2 रा मजला,ए विंग, इमारतीचे नाव: कैलास कॅम्पल विलिडिंग, ब्लॉक नं: प्लॉट नं.193,होम मार्टच्या वर, घाटकोपर पूर्व, रोड नं: वल्लभवाग लेन,, महाराष्ट्र, MUMBAI. पॅन नंबर:AAZPS7078M	लिहून देणार वय :-85 स्वाक्षरी:-		
3	नाव:विपुल जयमुखलाल शाह पत्ता:प्लॉट नं: फ्लॅट नं. 6, माळा नं: 2 रा मजला,ए विंग, इमारतीचे नाव: कैलास कॅम्पल विलिडिंग, ब्लॉक नं: प्लॉट नं.193,होम मार्टच्या वर, घाटकोपर पूर्व, रोड नं: वल्लभवाग लेन,, महाराष्ट्र, MUMBAI. पॅन नंबर:AARPS9223L	लिहून देणार वय :-51 स्वाक्षरी:-		

बरील दस्तऐवज करून देणार तथाकथित करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करत त.
 शिक्का क्र.3 ची वेळ:21 / 06 / 2024 11 : 03 : 10 AM

ओळख:-

खालील इमम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यांनी व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	व्यायाचित्र	ठसा प्रमाणित
1	नाव:विकास शेलार वय:56 पत्ता:39 आर.सी.मार्ग,चेंबूर मुंबई पिन कोड:400071	 स्वाक्षरी	
2	नाव:अमोल . जाधव वय:40 पत्ता:39 आर.सी.मार्ग,चेंबूर मुंबई पिन कोड:400071	 स्वाक्षरी	

शिक्का क्र.4 ची वेळ:21 / 06 / 2024 11 : 05 : 15 AM

शिक्का क्र.5 ची वेळ:21 / 06 / 2024 11 : 05 : 28 AM नोंदणी पुस्तक 1 मध्ये

सह कुलकर्णी निवेदक वर्ग ३
 कुर्ला क्र. ५

Payment Details:

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	MR JAYSUKHLAL DEVCHAND SHAH AND MR VIPUL JAYSUKHLAL SHAH	eChallan	03006172024062001169	MH003879378202425M	1348800.00	SD	0002139769202425	21/06/2024
2		DHC		0624219302718	1800	RF	0624219302718D	21/06/2024
3	MR JAYSUKHLAL DEVCHAND SHAH AND MR VIPUL JAYSUKHLAL SHAH	eChallan		MH003879378202425M	30000	RF	0002139769202425	21/06/2024

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

16854 /2024

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1 Verify Scanned Document for correctness through thumbnail (4 pages on a side) printout after scanning

2. Get print immediately after registration.

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

करल - ५
दस्त क्र. १६५४ / २०२४
२०१२०

प्रमाणित करण्यात येते की, या दस्तामध्ये
एकूण २० पाने आहेत.
पुस्तक क्र. १ करल- ५/१६५४/२०२४
या क्रमांकावर नोंदला.
दिनांक: २१/६/२०२४



(ह. डी. देवरी)
सह दुय्यम निबंधक वर्ग २ कर्ला क्र. ५
मुंबई उपनगर जिल्हा



21/06/2024

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.कुर्ला 5

दस्त क्रमांक : 16854/2024

नोंदणी :

Regn:63m

गावाचे नाव : घाटकोपर

(1)विलेखाचा प्रकार	करारनामा
(2)मोबदला	22480000
(3) बाजारभाव(भाडेपट्टयाच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	21509027.53
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:Mumbai Ma.na.pa. इतर वर्णन :सदनिका नं: 1001, माळा नं: 10 वा मजला, इमारतीचे नाव: पलाझो 90, ब्लॉक नं: प्लॉट नं.56,गरोडिया नगर स्कीम,90 फूट रोड, रोड : घाटकोपर पूर्व मुंबई 400077, इतर माहिती: मौजे घाटकोपर,सदनिकेचे क्षेत्रफळ 1066 चौ.फूट रेरा कारपेट सोबत बाल्कनीचे क्षेत्रफळ 41 चौ.फूट कारपेट व दोन कार पार्किंग स्पेस((C.T.S. Number : 195/65 ;))
(5) क्षेत्रफळ	1) 1107 चौ.फूट
(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:-ब्लू क्रेस्ट डेव्हलपर्स एलएलपी तर्फे भागीदार कवन जयंत सावला वय:-29; पत्ता:-प्लॉट नं: ऑफिस 198,4, माळा नं: तळ मजला , इमारतीचे नाव: सावला सदन, ब्लॉक नं: कुर्ला पश्चिम, रोड नं: बेलग्रामी रोड, महाराष्ट्र, MUMBAI. पिन कोड:-400070 पॅन नं:-AAXFB6469P
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-जयसुखलाल देवचंद शाह वय:-85; पत्ता:-प्लॉट नं: फ्लॅट नं. 6 , माळा नं: 2 रा मजला,ए विंग , इमारतीचे नाव: कैलास कॅस्टल बिल्डिंग, ब्लॉक नं: प्लॉट नं.193,होम मार्टच्या वर, घाटकोपर पूर्व, रोड नं: वल्लभबाग लेन,, महाराष्ट्र, MUMBAI. पिन कोड:-400077 पॅन नं:-AAZPS7078M 2): नाव:-विपुल जयसुखलाल शाह वय:-51; पत्ता:-प्लॉट नं: फ्लॅट नं. 6 , माळा नं: 2 रा मजला,ए विंग , इमारतीचे नाव: कैलास कॅस्टल बिल्डिंग, ब्लॉक नं: प्लॉट नं.193,होम मार्टच्या वर, घाटकोपर पूर्व, रोड नं: वल्लभबाग लेन,, महाराष्ट्र, MUMBAI. पिन कोड:-400077 पॅन नं:-AARPS9223L
(9) दस्तऐवज करून दिल्याचा दिनांक	20/06/2024
(10)दस्त नोंदणी केल्याचा दिनांक	21/06/2024
(11)अनुक्रमांक,खंड व पृष्ठ	16854/2024
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	1348800
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	

मुल्यांकनासाठी विचारात घेतलेला तपशील:- मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारनुसार आवश्यक नाही कारणाचा तपशील दस्तप्रकारनुसार आवश्यक नाही

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



सह दुय्यम निबंधक वग २
कुर्ला क्र. ५

Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	MR JAYSUKHLAL DEVCHAND SHAH AND MR VIPUL JAYSUKHLAL SHAH	eChallan	03006172024062001169	MH003879378202425M	1348800.00	SD	0002139769202425	21/06/2024
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[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

