28466

520/2292

Friday, November 12, 2021

3:38 PM

पावती

Original/Duplicate

नोंदणी कं. : 39म

Regn.:39M

पावती क्रं.: 1651

दिनांक: 12/11/2021

गावाचे नाव: Chandivali

फाईलिंगचा अनुक्रमांक: KRL5-2292-2021

दस्तऐवजाचा प्रकार : Notice of Intimation of Mortgage by way of Deposite of title Deed

सादर करणाऱ्याचे नाव: NIDHI SOMNATH TRIPATHI

Document Handling Filing Fee ₹. 300.00

रु. 15000.00

एकूण:

₹. 15300.00

सादरकर्ता STATE BANK OF INDIA यांनी यांचेकडून दि. 31/10/2021 रोजी घेतलेल्या रु.24416000/- कर्जासंबंधीची नोटीस ऑफ इंटिमेशन फायलिंग साठी मिळाली.

GRN is MH008424920202122E Defaced vide 0004123871202122 Dated.12/11/2021.

GRN is MH008305063202122E Defaced vide 0004123863202122 Dated.12/11/2021.

PRN is 0311202108634 Defaced vide 0311202108634D Dated.12/11/2021.

Kurla 5

र्ला-५ (वर्ग-२)

02-12-2021

Note:-Generated Through eSearch Module,For original report please contact concern SRO office. सूची क्र.2

दुय्यम निबंधक : Joint S.R. Kurla 5

फाईल क्रमांक : 2292/2021

नोदंणी : Regn:63m

गावाचे (Village Name): Chandivali

| | गावाच (Village Name) : Chandivali |
|---|---|
| (1) विलेखाचा प्रकार (Title) | 6-Notice of intimation regarding mortgage by way of deposit of Title Deed |
| (2) कर्जाची रक्कम (Loan amount) | Rs.24416000/- |
| (3) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास) (Property Description) | 1) Corporation: मुंबई मनपा Other details: Building Name:SAHIL EXOTICA , Flat No:405, Road:, Block Sector:, Landmark: (C.T.S. Number: 46/4 ; Plot Number 5 ;) |
| (4) क्षेत्रफळ (Area) | 1) Build Area :65.43 / Open Area :0 Square Meter |
| (5) कर्ज घेणाऱ्याचे नाव व पत्ता (Mortgagor) | Name: NIDHI SOMNATH TRIPATHI Age: 32, Address: Building Name: HARMONY COSMOS HABITAT, Flat No:B-1405, Road: KUPURBAWADI, OPP HIGH STREET MALL, City: THANE, State: MAHARASHTRA, District: THANE, Pin: 400601, PAN: AQFPT6883P |
| (6) कर्ज देणाऱ्याचे नाव व पत्ता (Mortgagee) | Bank Name: STATE BANK OF INDIA Address: RACPC GHATKOPAR (RGH), MUMBAI |
| (7) गहाण / कर्जाचा दिनांक (Date of Mortgage) | 31/10/2021 |
| (8) नोटीस फाईल केल्याचा दिनांक (Date of filing) | 12/11/2021 |
| (9) फायलींग नंबर (Filing No.) | 2292/2021 |
| (10) मुद्रांक शुल्क (Stamp Duty) | Rs.73400/- |
| (11) फायलींग शुल्क (Filing Amount) | Rs.15600/- |
| (12) Date of submission | 03/11/2021 |
| (13) शेरा (Remark) | - |



State Bank of India Retail Assets Centralised Processing Centre, 1st Floor, Ashok Silk Mills Compound, LBS Marg, Ghatkopar (West), Mumbai 400086

Tel: 25009011/12/13/15

Date: 31/10/2021

To,

Dr. Nidhi Somnath Tripathi

Property Address: Flat NO. 405, SAHIL EXOTICA, CHANDIVLI, POWAI

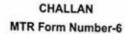
With regards to your Housing loan following documents received at RACPC Ghatkopar;

- 1 Agreement For Sale dated BOMABAY CONSTRUCTION AND INFRAPROJECTS PVT LTD AND Mr. Manish Narendra Save with Registration Receipt No.18925 dated 28/10/2021 and Index II dated 28/10/2021.
- 2 Agreement for Sale dated 29th October 2021 between Mr.Manish Narendra Save AND Mrs. Nidhi Somanath Tripathi with Registration receipt No.19008 dated 29/10/2021 and Index II dated 29/10/2021.
- 3 NOC from Bombay Construction and Infraprojects Pvt Ltd dated 30/10/2021.

DRANCH MANAGER

Received







| GRN MH008305063202122 | E BARCODE | 16 1000 6 16 1000 10 10 10 10 10 10 10 10 10 10 10 1 | | IIIIII D | ate 31/10/2021-20:07 | :54 Form I | D 6(1) | | |
|---|---------------------------------------|--|---|---------------|--------------------------|------------|------------------|----------|--|
| Department Inspector Gene | ral Of Registration | | | | Payer Details | | 10000 | | |
| Stamp Duty Type of Payment Stamp Duty | Stamp Duty Type of Payment Stamp Duty | | TAX ID / TAN (If Any) | |) | | | | |
| | // | | PAN No.(| If Applicable | AQFPT6883P | | | | |
| Office Name KRL1_JT SUB | REGISTRAR KURL | A NO 1 | Full Nam | e | NIDHI SOMNATH TE | RIPATHI | | | |
| Location MUMBAI | | | | | | | | | |
| Year 2021-2022 One Time | | Flat/Bloc | k No. | FLAT NO 405 4 | TH FLOOR | R BLDG SAF | | | |
| | | | Premises | /Building | EXOTICA PLOT NO-5 | | | | |
| Account Head | Details | Amount In Rs. | | | J | | | | |
| 0030045501 Sale of NonJudicial Stamp 73300.00 | | Road/Stre | eet | CHANDIVALI | | | | | |
| | | | Area/Locality | | MUMBAI | | | | |
| | | | Town/City | /District | | | | | |
| | | | PIN | | 4 | 0 0 | 0 7 2 | | |
| | | 2 | Remarks (| (If Any) | | | | | |
| 7. | | | PAN2=AAACS8577K~SecondPartyName=STATE BANK OF INDIA~CA=24416000 | | | | | | |
| | | | | | | | | <u> </u> | |
| | | | | | | | | | |
| | | | Amount In | Seventy | Three Thousand Three | Hundred R | upees Only | | |
| otal | | 73,300.00 | Words | | | | | | |
| ayment Details ID | BI BANK | | | FC | R USE IN RECEIVING | BANK | | | |
| Chequ | e-DD Details | | Bank CIN | Ref. No. | 69103332021110110 | 052 27107 | 77772 | | |
| heque/DD No. | | | Bank Date | RBI Date | 31/10/2021-20:09:17 | Not Ve | erified with RBI | | |
| ame of Bank | | | Bank-Branc | h | IDBI BANK | | | | |
| ame of Branch | | | Scroll No. , | Date | Not Verified with Scroll | | | | |

Department ID : Mobile No. : 2223707516
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. स्वर चलन केवळ दुरयम निबंधक कार्यालयाव नोंदणी करावयाच्या दस्तासाठी लागु आहे . नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागु

3 1 OCT 2021

MEMORANDUM OF DEPOSIT (BORROWER'S PROPERTY AT RACPC / RCPC / RASMECCC / HOME **BRANCH)**

(Approved by Corporate Centre, Mumbai vide Memo Number No. CC / LAW / SKS/ 392 dated 2nd April, 2005)

| | MEMORANDUM OF DEPOSIT | 3 | 1 OCT | 2021 |
|--|---|---|--|---|
| RACPC Ghatkopar | _ | | | |
| | Stamp to be paid if required und | er the stamp law appli | cable to the | State |
| deposited in the presence of Shri/Smt. | (Name & Designation) the documents roperty more particularly described in Schedule togage in favour of the Bank as continuing security in kin respect of the term loan / advance of \$2.4 | (Name & Door title more particul II hereunder written by for the payment of 14,16,000,00 (Rupees | esignation) arly describ with an int all the mon Two Crores | and bed in ent to eys at |
| and expenses. RACPC Gha | atkopar | 31 | OCT | 2021 |
| Dr.(Mrs.) NIDHI SOMNATH TRIPATHI S/O D/O W, said mortgage created on day of 2,44,16,000.00 (Rupees Two Crores Forty Four repayment of all the moneys dues payable by hir Lakhs Sixteen Thousand Only) together with interest while making the delivery of the said title deed outstanding claims, attachments , notices in respective more recombrances against the said property except hereunder written are the only documents of title in Schedule II hereunder written. | | amount intended to be the Transfer of Prop ce to his / her liability 000.00 (Rupees Two of e / she also stated to //She also confirmed to the title deeds detaile | he secured to berty Act, 18 by to the Bai Crores Forty hat there a chat there and in Scheduler 18 because of the secure of the s | by the 382 is nk for y Four ne no are no dule 1 |
| | SCHEDULE I | | | |
| | | | | |
| List of documents of Title Deeds 1)Original Agreement for Sale No-16807 Dt.29/ Original Chain Agreement for Sale No-1672 Dt.29/10/2021.7)CC Copy.8)OC Copy.9)NOC from | 7 Dated 28/10/2021.5)Registration Receipt | No-18925 Dt.29/10 | | |
| | SCHEDULE II | 4 7 18 | | |
| The property situated at Flat No 405, 4th floor, Sal Taluka Kurla, Dist Mumbai 400072. | hil Exotica, Constructed on Survey No 1&2, CTS | No 46/4, Situated at V | illege Chan | divali, |
| (Give full description of the property | y mortgaged) | | | |
| (Aca | Mr. Prade Navale | | | |
| SIGNATURE 1. Shri / Smt | PF No. 5675326 | | | 10 |



Place:GHATKOPAR RACPC Date:

3 1 OCT 2021

Mr. Pravin Navala PF No. 5675626



Bombay Construction and Infraprojects Pvt. Ltd.

104, Kritika Annexe, Sion Trombay Road, Chembur, Mumbai - 400 071

To, Date: 30.10.2021

The Chief Manager, State Bank of India, PBB Hiranandani Branch, Hiranandani Business Park, Powai, Mumbai - 400076.

Subject: Builder's / Developers Conditional NOC to mortgage.

Dear Madam/Sir,

We, M/s Bombay Construction & Infraprojects Pvt. Ltd., here by certify that:

 We have transferable rights to the property described below, which had been allotted by us to Mr. Manish Narendra Save pursuant to an Agreement for Sale dated 28th October, 2021 duly registered with Sub Registrar of Assurances at Kurla - 1 under Serial No. KRL-1/16727/2021 dated 28th October, 2021.

Flat No.

: 405

Building Name

: Sahil Exotica

Project Name

: Sahil Exotica

Plot No.

: 5

CTS No.

: 46/4

Area Name

: Chandivali Farm Road, Chandivali - Powai,

City Name

: Mumbai

Pin Code

: 400072

- That the total consideration for the transaction was Rs. 1,62,60,000/- (Rupees One Crores Sixty-Two Lacs Sixty Thousand Only) towards Agreement for Sale dated 28th October, 2021 duly registered with Sub Registrar of Assurances at Kurla -1 under Serial No. KRL-1/16727/2021 dated 28th October, 2021.
- The title of the property described above is clear, marketable and free from all encumbrances.
- 4. Mr. Manish Save has paid part consideration from his own resources and has not availed any loan from any bank / financial institution and have not mortgaged the above-mentioned Flat No. 405, 4th Floor, Sahil Exotica to any person / bank / institution.

022-2520 3161 | 022-2520 1177 | tombaycon ruction of ail.com | www.bombayconstruction.com Nagpal Realty is property of Bombay Construction and Infraprojects Pvt. Ltd. CIN: U99999MH1958PTC011235

- 5. We have received a request letter from Mr. Manish Narendra Save dated 28th October, 2021 mentioning that he intends to sell the above mentioned flat to Mrs. Nidhi Tripathi vide Agreement for Sale. We have given NOC to transfer the above mentioned flat dated 29th October, 2021 for the transaction between Mr. Manish Narendra Save and Mrs. Nidhi Tripathi., subject to receipt of balance consideration receivable by us under Agreement for Sale dated 28th October, 2021.
- Subsequently the flat was sold by Mr. Manish Narendra Save to Mrs. Nidhi Tripathi pursuant to Agreement for Sale dated 29th October, 2021 duly registered with Sub Registrar of Assurances at Kurla 1 under Serial No. KRL 1/16807/2021 dated 29th October, 2021 (herein after referred to as Description of the property):
- Mr. Manish Narendra Save has further requested us to issue a Builder's NOC in favour of SBI Home Loans on behalf of Mrs. Nidhi Tripathi for availing housing loan from you.
- 8. We confirm that we have no objection whatsoever to the above said purchaser to mortgaging the flat subject to proper performance and compliances of all the terms and conditions of the Original Sale Agreement by the said purchaser i.e., Mrs. Nidhi Tripathi at her own costs, charges, risks and consequences including timely payment of amount due to us.
- Possession of the said flat will be given to Mr. Manish Narendra Save on payment of the balance amount receivable by us under clause 3.1, 3.5, 17, 18 and 18.1 of the Sale Agreement dated 28th October, 2021 executed between us and Mr. Manish Narendra Save.
- 10. We have borrowed against Construction Finance Facility from HDFC Ltd for the development of the property whose NOC dated 19th October, 2021 for the transaction with Mr. Manish Narendra Save is enclosed herewith. Apart from the above, we have not created and will not create any encumbrances on the property allotted to the said purchasers during the currency of the loan sanctioned/to be sanctioned by the Bank to them subject to the due and proper performance and compliances of all the terms and conditions of the sale document by the said purchasers.
- 11. We are aware that the said Mrs. Nidhi Tripathi has approached SBI Home Loans for a financial assistance for purchasing/acquiring the said flat and that SBI Home Loans has agreed to sanction/grant the financial assistance to Mrs. Nidhi Tripathi to purchase / acquire the above flat from Mr. Manish Narendra Save and Mrs. Nidhi Tripathi has agreed to mortgage the said flat in your favour / in favour of your bank

/ security trustee as security for the said financial assistance. We hereby confirm that we have no objection to Mrs. Nidhi Tripathi mortgaging the said flat to your Bank / in favour of your security trustee by way of security for repayment of the said financial assistance subject to receipt of balance amount against Flat Consideration of Rs. 1,50,97,400 (One Crore Fifty Lacs Ninety-Seven Thousand and Four Hundred only) and Rs. 13,60,009/- (Rupees Thirteen Lakh Sixty Thousand and Nine only) to be received by us as against the above mentioned Flat.

- 12. After creation of proper charge/mortgage and after receipt of proper nomination in favour of the Bank/Financial Institution, from the said purchaser, we are agreeable to accept State Bank of India as a nominee of the above-named purchaser for the property described herein above. We note not to change the same without the written NOC of the Bank/Financial Institution.
- 13. After creation of charge/mortgage and receipt of the proper nomination in favour of the Bank, from the above-named purchaser, we undertake to inform the Common Organisation / Condominium / Society about this charge/mortgage as and when formed.

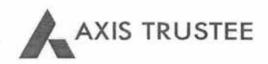
Yours faithfully,

For Bombay Construction & Infraprojects Pvt. Ltd.

ruction &

Authorised Signatory Name: Mr Kapil Magpal

> Place: Mumbai Date :30.10.2021



ATSL/CO/17-18/6951 February 2, 2018

Bombay Construction & Infraprojects Private Limited 104, Kritika Annexe, Main S. T. Road, Next to Union Park, Chembur, Mumbai – 400071

Kind Attn: Mr. Kapil Nagpal

Dear Sir.

Sub: Security Trustee for term loan aggregating Rs. 15 crores sanctioned to Bombay Construction & Infraprojects Private Limited ("the Company") by LIC Housing Finance Limited ("the Lender")

We write in our capacity as Security Trustee for the term loan aggregating to Rs. 15 crores ("said Facility") sanctioned by the Lender.

In this connection, we are in receipt of a letter dated February 2, 2018 from LIC Housing Finance Limited, stating that the Company has repaid the Facility in full and there are no outstanding dues.

In view of the above, we convey our no objection for satisfaction of charge ID 10589123 registered with Ministry of Company Affairs in respect of the said Facility and we hereby release all securities created in our favour for the benefit of the Lender.

We request you to file CHG - 4 with the Ministry of Company Affairs for satisfaction of the above charge and confirm the same to us.

Yours truly,

For Axis Trustee Services Limited

Ankit Singhvi Senior Manager

CC: LIC Housing Finance Limited

4th Floor, Jeevan Prakash,

Sir P.M. Road, Fort, Mumbai - 400 001



February 2, 2018

To,
The Directors,
Bombay Construction and Infraprojects Pvt. Ltd.
104, Kritika Annexe,
Sion Trombay Road,
Chembur, Mumbai – 400 071.

Dear Sir,

Sub: Construction Finance loan Sanctioned to you vide Loan A/c No. 600000000058.

Ref: Your letter dt: 01.02.2018 for No Dues Certificate

This is to certify that we had sanctioned a Construction Finance Loan of Rs.15.00 Crores vide Loan Offer Letter dated November 29, 2014.

Subsequently, the loan has been repaid in full on 01.02.2018 and there is no amount outstanding against the loan account no: 600000000058.

For LIC Housing Finance Ltd

Regional Manager (Project Finance)

NATARAJ C.

NATARAJ C.

Finance)

NATARAJ C.

Finance)

Chief Manager (Project Ltd.

Chief Manager (Project Ltd.

Lic Housing Finance Ltd.

Western Regional Office - Mumbai

Western Regional Office



CIN No.: U65922NH1989PTC052257

Regional Office: LIC Housing Finance Ltd., Jeevan Prakash, 4th Floor, Sir P. M. Road, Fort, Mumbai-400 001.
Tel: 2267 1151, 2261 0286, 2269 3675 Fax: 2266 0534 Email: lichflwe@bom3.vsnl.net.in | www.lichousing.com

369/16807 Friday,October 29 ,2021 5:53 PM

पावती

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

पावती कं.: 19008

दिनांक: 29/10/2021

गावाचे नाव: चांदिवली

दस्तऐवजाचा अनुक्रमांक: करल1-16807-2021

दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: निधि सोमनाथ त्रिपाठी

DELIVERED

नोंदणी की दस्त हाताळणी की पृष्ठांची संख्या: 35

₹. 30000.00

एक्ण:

र. 30700.00

आपणास मूळ दस्त .शंबनेल प्रिंट,सूची-२ अंदाबे 6:12 PM ह्या वेळेस मिळेल.

बाजार मुल्य: रु.15572490,4 /-मोबदला रु.33800000/-भरलेले मुद्रांक शुल्क : रु. 878000/- (प्र) सह. दुव्यम निर्वधक कुर्ला-१ (वर्ग-२)

1) देवकाचा प्रकार: By Cash एक्स: रु 700/-

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

डीडी/धनादेश/पे बॉर्डर क्रमांक: MH008208075202122E दिनांक: 29/10/2021

बॅकेचे नाव व पत्ता:

Podu

| | | मृत्याका | पत्रक (शहरी क्षेत्र - बांधील) | THE RESERVE | |
|---|---|--|--|---|-------------------------|
| Valuation ID | 202110296 | 5585 | EXAMPS NAMES | 29 | October 2021,05:31:21 P |
| मृत्यकाचे वर्ष विरद्या सूच विभाग उत्त सूच्य विभाग सर्थों नेकर /द. मृ. क्रसांक : | 2021 पुंची(उपमा) 115-मारिकारी - पुना 115/542 पुण्चा: बांटी सि.टी.एम. नेकारी46 | नती गमातील सर्वे पिरुवती. | | | |
| वार्षिक मूल्य दर सक्तवानुसार मू | न्यहा ह. | - | | | |
| सुती नवीर | निवासी सदिनिका | कार्यालय | टुकारे | after the | मोजभाषराचे एकक |
| 98610 | 189920 | 210860 | 229810 | 189920 | चीरम मीटा |
| बाधीन होताची चाहिती बांध्याम के(Built Up)- बाधभागाचे वर्षीकार- बहवाहन सुरिधा- राता समुख - Sale Type - First Sale | | मिजकरीचे वय- मनशा - | familiantine 0 TO 244 I julifloor To 4th (Noor | विज्ञनतीया प्रचल- पूलवर/बीचनायामा वर | ends Rs.189920/- |
| Sale/Resale of built up | Property constructed after | r circular dt.02/01/20 | 18 | | |
| | | | | े करल | - 9 |
| भवता विद्याप घट/बाह | 3 (34) | = 100% apply to rate= Rs.189920/- | | 45200 | 9 34 |
| | | | | २०२१ | |
| यस-चतुसार विजनतीया इति | बै. चैदर कृषक | =(((189920 | \$8610) * (100 / 100))+98 | बत्ता है किया बन्दर्भव से है | |
| 12 | | = Rs.189920 | | | |
| पुक्र पिक्रक्तीये मृत्य | | = बरील उपाने मृत्य दर * निव = 189920 * 78.51 = Rs.14910619.2/- | क्योपे क्षेत्र | | |
|) वंदिता बाहन स्थापे केर | | 13.94shru sher | | | |
| बरिस्त बाइन तकाचै मृत्य | | = 13.94 * (189920 * = Rs.661871.2/- | 25/100) | | |
| The second second | - gyr facwith gra - | प्राथमके पूजा + वेडोगईन पंचास क्षेत्र अस्ति मूच्या - प्रदिक्त सरकारी + वेडे | पूज - समावत ग्यावि धून + अरेत गण्डेचे गिवार बहरता | पूर्ण - बीवर कार नकावे गुरू - बूश्य करियोगी | हर बाक्त नक्टचे कृत्य |
| হক্ষরিব এটিল মূল্য | + being sympass show | | | | |
| एकतिन अधिय मृत्य | |)+E+F+G+H+1 | [+] | | |
| एकतित अतिम मृत्य | =A+B+C+I | 0 + E + F + G + H + 1 0 + 0 + 0 + 661871.2 | | | |

Home Print

(प्र) सहे. दुख्यम मिबंधक कर्ला-१ (वर्ग-२)





CHALLAN MTR Form Number-8



| | | | | | | | | | BE. |
|--|---------------|---------------------------------|----------------------|-----------------|---------|--------|-----------|-----------|------------|
| GRN MH008208075202122E BARCODE I | | | III Dat | 29/10/2021- | 12:43:5 | 5 For | rm ID | 25.2 | |
| Department Inspector General Of Registration | | | | Payer D | etalis | | | de i | ī |
| Stamp Duty Type of Payment Registration Fee | | TAX ID / TA | N (If Any) | | | | | | |
| Type or cyment regendent to | | PAN No.(If A | pplicable) | AQFPT6883P | -0 | | ٧ | | |
| Office Name KRL1_JT SUB REGISTRAR KURLA | NO 1 | Full Name | | NIDHI SOMNA | TH TRI | PATH | 1 | | |
| Location MUMBAI | | | | | | | | | |
| Year 2021-2022 One Time | YELLO | Flat/Block N | 0. | FLAT NO 405 4 | TH FL | OOR | | | |
| Account Head Details | Amount In Rs. | Premises/Bu | ilding | | | | | | |
| 0030045501 Stamp Duty | 878000.00 | Road/Street | | SAHIL EXOTIC | A PLO | NO ! | CTSN | O 46/4 | |
| 0030063301 Registration Fee | 30000.00 | Area/Locality CHANDIVALI MUMBAI | | | | Sign | | | |
| | BI E S | Town/City/Di | strict | | | | | | |
| | | PIN | | | 4 | 0 | 0 | 0 7 | 1 |
| | | Remarks (If | Any) | 10 TEN 1 | | 1 | 1 | | - |
| | | PAN2=AXUP | \$3780Q~\$ | econdPartyNam | e=MAt | NISH | | NAVEN | VDR |
| CEACH | | SAVE~CA=33 | 800 00- 1 | larketval=33800 | 000 | 9 | 117 | | |
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| ayment Details BANK OF BARODA | | 11 | FOI | USE IN THE CAME | VING I | DIVK | 1 | To. | |
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| arne of Bank | | Bank-Branch | | BANK OF BAR | SQA . | - | 5 | 3 | |
| ame of Branch | | Scroll No. , Dat | 0 | Not Verified of | 1800 | - T | 25.00 | # | |
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Department ID : Mobile No. 9702932444 MOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवळ दुय्यम निबंधक कार्यालयात मोदणी करावयाच्या दस्तासाठी लागू आहे. बोदणी न करावयाच्या दस्तासाठी सदर चलन लागू शाहे.

Challan Defaced Details

| Sr. No. | Remarks | Defacement No. | Defacement Date | Userld | Defacement Amount |
|---------|----------------|------------------|-------------------------|--------|-------------------|
| 1 | (iS)-369-16807 | 0003885930202122 | 29/10/2021-17:53:04 | IGR197 | 30000.00 |
| 2 | (iS)-369-16807 | 0003885930202122 | 29/10/2021-17:53:04 | IGR197 | 878000.00 |
| | | | Total Defacement Amount | | 9,08,000.00 |



CHALLAN MTR Form Number-6



| GRN MH008208075202122E BARCODE | | | III Da | te 29/10/2021-12: | 43:55 | For | m ID | 2 | 5.2 | |
|--|---------------|---|------------------|-------------------------------------|---------|------|-------|------|-------------|----|
| Department Inspector General Of Registration | | | | Payer Deta | ils | | | | | |
| Stamp Duty Type of Payment Registration Fee | | TAX ID / TA | N (If Any) | | | | | | | |
| Type of raymon, regession of | | PAN No.(If A | (pplicable) | AQFPT6883P | | | | | | _ |
| Office Name KRL1_JT SUB REGISTRAR KURLA | NO 1 | Full Name | | NIDHI SOMNATH | TRIF | HTA | 1 | | | |
| Location MUMBAI | THE | 1 | | | | | | | | |
| Year 2021-2022 One Time | | Flat/Block N | io. | FLAT NO 405 4TH | FLO | OR | | | | |
| Account Head Details | Amount In Rs. | Premises/B | uilding | | | | | | | |
| 0030045501 Stamp Duty 878000.00 | | Road/Street | | SAHIL EXOTICA PLOT NO 5 CTS NO 46/4 | | | | | | |
| 0030063301 Registration Fee | 30000.00 | Area/Localit | | | | | | | | |
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| Payment Details BANK OF BARODA | | FOI | R USE IN RECEIVI | NG B | ANK | | | | | |
| Cheque-DD Details | Bank CIN R | Bank CIN Ref. No. 02003942021102900644 1260157097 | | | | | | | | |
| cheque/DD No. | | Bank Date R | BI Date | 29/10/2027 12/45 | B K | 1 | 1 | No. | th RBI | |
| lame of Bank | | Bank-Branch | | BANKOE BAROD | St. 199 | G) | N. | 當 | | |
| ame of Branch | | Scroll No. , Dat | te | No. Vedfjetswith S | 1220 | | Si Si | 12 | | |

Department ID: NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unique to do सदर चलन केवळ दुव्यम निवंशक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागु आहे. नोंदणी न करावयाच्या कार्या

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Print Date 29-10-2021 12:46:48

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AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at on Mumbai this 29 day of October, 2021 of the between MR. MANISH NARENDRA SAVE, Age: 50 Years, PAN: AXUPS3780Q, an adult, of Mumbai Indian Inhabitant having address Flat No. 104, Devdatta CHS. Ltd., Rajaram Tawde Road, Near Datta Mandir, Dahisar West, Mumbai – 400068. hereinafter referred to as the VENDOR/TRANSFEROR (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his legal heirs, executors and administrators) of the ONE PART

AND

MRS. NIDHI SOMNATH TRIPATHI, Age: 33 Years PAN: AQFPT6883P, an adult, of Mumbai, Indian Inhabitant having address at B – 1405, Harmony Cosmos Habitat, Kapurbawdi Majiwada, Opp. High Street Mall, Thane, Maharashtra – 400601 hereinafter referred to as the PURCHASER/TRANSFEROR (which expression unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and administrators and assigns) of the OTHER PART:

WHEREAS the Vender/Transferor is well and sufficiently entitled to all the right and interest in respect residential premises being Flat No.405, 4th Floor, admeasuring 65.43 Sq. Mtrs. Carpet area, of the building "Sahil Exotica" at plot No. 5, CTS No. 46/4, Chandivali, Mumbai - 400072, and more particularly in the schedule hereunder written and hereinafter referred to as the said flat.

AND WHEREAS M/s Bombay Construction & Infraprojects Pvt. Ltd. ("the Developers") has constructed building Sahil Exotica, on the plot of land bearing C.T.S. No. 46/4 of village Chandivali, Mumbai - 400072 and sold the flats to the various flat purchasers on what is known as ownership basis. Part Occupation Certificate dated 29th October 2020 bearing No. CHE/Es/1679/L/337 (NEWS)/OCC/I/NEW of 29th October 2020 in respect of the said building is issued from 2nd Floor and 4th Floor up to 10. Floors and annexed hereto.

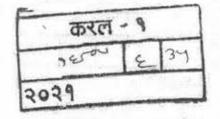
AND WHEREAS under agreement dated 28th October, 2021 registered under No. KRL-1/16727/2021 dated 28th October, 2021 ("the said Original Agreement") the Vendor / Transferor herein purchased and acquired the said Flat No. 405 at 4th Floor from the said M/s. Bombay Construction & Infraprojects Pvt. Ltd. for a total consideration of Res. 1,62,60,000/- (Rupees One Crore Sixty-Two Lakh Sixty Thousand only) by paying a

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sum of Rs.10,00,000/- (Rupees Ten Lakhs only) as earnest money, thereon leaving a sum of Rs.1,50,97,400/- (Rupees One Crore Fifty Lakhs Ninety-Seven Thousand Four Hundred only) as balance payable to the said Developer after deducting TDS of Rs.1,62,600/- (Rupees One Lakh Sixty-Two Thousand Six Hundred only). The Vendor/Transferor is entitled to be put in possession by the said Developer of the said Flat No. 405 on 4th Floor upon payment of the total consideration agreed upon and recorded in the said Original Agreement vide registered document no. KRL-1/16727/2021 dated 28th October, 2021 including amounts set out in clauses 3, 17 & 18 of the said Original Agreement to the said Developer. The construction of building in which the said flat is situated is presently completed.

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AND WHEREAS the Vendor/Transferor has expressed his desire to assign transfer and sell all his right, title, interest and claim in, at on upon the said Flat No. 405 on the 4th Floor of the building Sahil Exotica to a prospective party along with all the benefits and privileges under the said agreement dated 28th October, 2021 registered under No. KRL-1/16727/2021 dated 28th October, 2021 in favour of the Purchaser transferse herein.

AND WHERE Site Vendor / Transferor has paid to the Developers an earnest mane vot Rs 10,00,000/s (tupees Ten Lakhs only) under the said agreement dated 28th October, 2021 and the balance amount which has to be paid to the developer will be paid by the Vendor/Transferor as as agreed and stipulated in the said Original Agreement and upon such payment the Developer is obliged to deliver the possession of the said flat to the Vendor/Transferor.

AND WHEREAS the Purchaser / Transferee has offered to acquire and purchase the said flat under the provision of Maharashtra Ownership Flats (Regulation of Promotion of Construction, sale, Management and Transfer) Act 1963 under which the said Developer sold the said flat to the Vendor / Transferor herein. The terms and conditions are mutually agreed upon. The parties hereto desire to record the same writing.

NOW THEREFORE THIS INDENTURE WITNESSETH AS UNDER:

 The Vendor / Transferor has agreed to sell, assign and transfer and the Purchaser / Transferee has agreed to acquire from the Vendor/Transferor all the right, title and interest of the Vendor / Transferor in the said Flat No. 405 on the 4th Floor particularly described in the Schedule hereunder written.

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- The full total and complete cost and consideration of this agreement is at Rs.
 3,38,00,000/- (Rupees Three Crores and Thirty-Eight Lakh only) including TDS.
- On or before execution of these presents the Vender/ Transferor has received a sum of Rs. 75,00,000/- (Rupees Seventy-Five Lakh only) being the part consideration from the Purchaser / Transferee by multiple cheques the receipt whereof the Vender / Transferor doth hereby admit and acknowledge:

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- (a) the balance being a sum of Rs. 2,63,00,000/- (Rupees Two Crore and Sixty-Three Lakh only) will be paid by the Purchaser/Transferee by obtaining loan from Nationalised Bank to the said Developer and the said Vendor/Transferor within 7 (Seven) days from the date of registration of this agreement in the manner set out hereunder:
 - (i) Rs.1,50,97,400/- (Rupees One Crore Fifty Lakhs Whitety S. en Thousand Four Hundred only) after deduction of IDS for attendance behalf of the Vendor/Transferor and at the instruction of the Purchaser/Transferee, directly to the said Developer as paragraph towards balance consideration under the said Original Agreement alongwith amounts aggregating to Rs. 13,60,009/- (Rupees Thirteen Lakh Sixty Thousand and Nine) being towards amount specified in Clause 17 and 18 of the said Original Agreement.

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(ii) Rs.98,42,591/- (Rupees Ninety Eight Lakh Forty Two Thousand Five Hundred and Ninety One only) subject to TDS for and on behalf of the Purchaser to the Vendor

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Time being the essence of the contract.

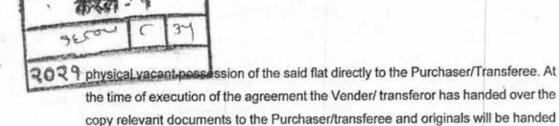
(b) In the event of failure by the Purchaser/Transferee to pay the Rs. 2,63,00,000/- (Rupees Two Crore Sixty-Three Lakh) payment within time specified hereinabove for any reason, this Agreement shall ipso facto stand terminated and cancelled upon expiry of time specified and amount paid hereunder, shall stand forfeited and thereafter the Purchaser/Transferee X shall not have any claim/right of whatsoever nature into/upon the said flat.

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On receipt and realization of total balance consideration as stipulated under clause
 3(a) above the Vendor/Transferor shall cause the said Developer to handover

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over at the time of handing over posession of the said flat.

5. The Vendor/Transferor covenant with the Purchaser/Transferee that upon payment of consideration specified in Clause 3 and payment of deposits/advance maintenance charges specified in Clause 17 & 18 of the said Original Agreement to the said Developer, it shall be the responsibility of the said Developer to handover vacant possession of the said flat to the Vendor/Transferor nominee and to form and register the common organisation of flat purchasers and cause the Conveyance Deed in respect of the land and building in favour of the common organisation in the manner set out in the said Original Agreement.

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6. The Purchaser/ Transferee doth covenant with the Vender/Transferor that save and except as aforesaid, the Purchaser/Transferor shall from the date of delivery of possession pay her share of taxes, outgoing and shall also become member of the Common Organisation / Condominium / Co- Operative Housing Society as and

Maharashira Ownership Flats (Regulation of Promotion of Construction, Sale, Maharashira and Transfer) Act 1963 / MCS Act 1960 and shall abide by the rules and regulations.

Transferee doth hereby covenant with the Vender/Transferor that the Will abide by the rules and regulations and the bye-laws of the Common Organisation / Condominium / Co- Operative Housing Society as and when formed and in whatsoever name registered, upon admission as member thereof and that she agrees and undertakes to pay and discharge all calls, demands, contributions and dues which the said Common Organisation / Condominium / Society may make in respect of the said flat, after delivery of possession.

8. The Vendor/Transferor hereby covenant with the Purchaser/Transferee that the Vender/Transferor shall from time to time and at all times whenever called upon by the Purchaser/Transferee or her advocate or attorney do and execute or cause to be done and executed all such acts deeds and things whatsoever for more perfectly securing the interest of the Purchaser/Transferee in the said flat agreed to be hereby sold unto and to use of the Purchaser/Transferee as shall or may be

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required at the cost of the Purchaser/Transferee, subject however to the Purchaser/Transferee making payment as stipulated in Clause 3 herein.

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- 9. The Vendor/Transferor shall execute such further deeds and documents as may be required at the instance of Purchaser/Transferee as and when and in the manner required for more proper transfer of the said flat in the name of the Purchaser/Transferee or her nominee post receipt and realization of balance consideration as and within the time stipulated in clause 3(a) above. The Vendor/Transferor shall attend the office of the Registrar for the purpose of registration of the agreement at the request of the Purchaser/Transferee.
- 10. Save and except as aforesaid all the terms and conditions of the said Original Agreement and the requirement under the provisions of Maharashtra Ownership Flats (Regulation and promotions of Construction, sale, management and transfer) Act will be binding on the Purchaser/Transferee as if all the terms and conditions were hardly incorporated in the agreement and the rights privileges and obligations under the said agreement here stand assigned to the Purchaser/Transferee herein for the consideration hereinabove mentioned.
- 11. The Vendor/Transferor hereby covenants with the Purchaser/Transferee that subject to making payment of balance consideration to the said Developer as follows:
 - (a) That the Vendor/Transferor has good right, full power and absolute a shorit, to effect such sale, assignment and transfer in tavour not the Purchaser/Transferee and none else has any right or claim in the said flat.
 - (b) That Vendor/Transferor has acquired the said flat for consideration and is beneficially entitled to the said flat and the benefit of the said agreement and that no other person has any right, claim, title or interest therein.
 - (c) That there is no subsisting encumbrance in respect of the said flat or the benefit of the said agreement in any manner by way of sale, gift, lease, mortgage, charge, license, easement or otherwise howsoever the same is free from all encumbrances.
 - (d) The Vendor/Transferor declares that there is no restriction under the said Agreement or otherwise for the above assignment and transfer and the

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Vendor/Transferor has obtained the conditional consent of the Developers of the building for transfer of records of the said flat in the name of the Purchaser/Transferee herein and the Vendor/Transferor shall make available to the Purchaser/Transferee the documents that may be required for registration of this agreement and transfer the flat and records thereof.

- The provisions of the Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act 1963 shall be applicable and binding upon the parties hereto.
- All taxes charges, maintenance outgoings in respect of the said flat No. 405 and payable to the concerned authorities incurring up inclusive of the date of delivery of possession of the said flat payable to the concerned authority will be paid and borne by the Vendor/Transferor. The charges, taxes, outgoings and such other dues that may incur after the date of delivery of possession will be paid and borne by the Purchaser/Transferee alone and the Vendor/Transferor will not be liable for the payment of the same in any manner. It is however, specifically agreed that all

the proposits lying with the Developers in the credit of the Vendor/Transferor will make the payment of the same in any manner. It is however, specifically agreed that all the deposits lying with the Developers in the credit of the Vendor/Transferor shall stand transferred to the Purchaser/Transferee including deposits for electricity connection in respect of electricity connection and other services, if any. The service charges if applicable shall borne and paid by the Vendor/Transferor alone.

- 14. Electricity/water meters, sinking fund and all the amount standing to the credit of the Vendor/Transferor in the books of the said Developer in relation to the said Flat shall be transferred in the name of the Purchaser/Transferee on payment of full consideration as agreed and the Vendor/Transferor shall complete all necessary documentation for the same and shall provide full co-operation. Upon full payment of consideration and other amounts as specified in Clause 3 herein, the Purchaser/Transferee shall be entitled to become member of common organisation as and when formed and collect Share Certificate directly whenever issued.
- 15. Stamp duty and registration charges for this agreement and any further document/s executed pursuant to this agreement will be paid and borne by the Purchaser/Transferee alone.

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By virtue of Section 5 (g-a) (ii) of Schedule 1 of The Bonday Stamp Duty Act, 1958, only difference of Stamp Duty is liable to be paid by the Transferose as the Transferors had purchased the said Flat from the Developers vide Agreement dated 28th October, 2021 which is registered under No. KRL-1/16727/2021 dated 28th October, 2021 on which Stamp Duty of Rs. 8,13,000/- (Rupees Eight Lakh Thiteen Thousand only) and Registration Fees of Rs. 30,000/- (Rupees Thirty Thousand only) was paid i.e., in total amount of Rs. 8,43,000/- (Rupees Eight Lakh Forty ThreeThousand only) was paid.

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SCHEDULE ABOVE REFERRED TO

Flat No. 405 on the 4th Floor of the building Sahil Exotica, admeasuring 65.43 Sq. Mtrs carpet area at "Sahil Exotica", Plot No. 5, CTS No. 46/4, Chandivali, Mumbai – 400072, along with 1 open Car Parking Space on the plot being CTS No. 46/4, of Village Chandivali, Mumbai – 400072 Upnagar Zilla, within 'L' Ward of M.C.G.M the building consisting of G + 12 upper floor with lift facility constructed in the year 2020 (under completion).

IN WITNESS WHEROF the parties hereto have set and subscribed their respective hands hereunto at Mumbai on the 29th day of October, 2021 here in above mentioned.

SIGNED AND DELIVERED by the within named VENDOR/TRANSFEROR Mr./Mrs. MR. MANISH NAVENDRA SAVE

in the presence of

3) Vial Sinto

SIGNED AND DELIVERED by the

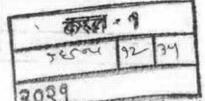
within named PURCHASER/ TRANSFEREE
Mr./Mrs. MRS. NIDHI SOMNATH TRIPATHI

in the presence of ___

) Charles







RECEIPT

75,00,000/- (Rupees Seventy-Five Lakh only) being the part consideration as mentioned above leaving a balance of Rs. 2,63,00,000/- (Rupees Two Crore Sixty-Three Lakh only) vide.

| DATE | AMOUNT | BANK NEFT/RTGS |
|------------|--|--|
| 06.10.2021 | 20,00,000/- | UBINK21279066743 |
| 08.10.2021 | 20,00,000/- | UBINH21281940647 |
| 08.10.2021 | 15,00,000/- | UBINK21281977513 |
| 11.10.2021 | 20,00,000/- | UBINK21284114623 |
| | 06.10.2021 08.10.2021 08.10.2021 | 06.10.2021 20,00,000/- 08.10.2021 20,00,000/- 08.10.2021 15,00,000/- |

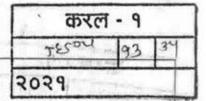
WITNESSES:

I SAY RECEIVED Rs. 75,00,000/-

(Harrista)

VENDOR / TRANSFEROR

1





Maharashtra Real Estate Regulatory Authority

CERTIFICATE FOR EXTENSION OF REGISTRATION OF PROJECT
FORM 'F'
[See rule 7(2)]

This extension of registration is granted under section 6/7 of the Act, to the following project: Project: Sahil Exotica, Plot Bearing / CTS / Survey / Final Plot No.: Plot No 5 CTS No 46/4 Chandivali Farm Road Andheri E Mumbai - 400072at Andheri, Andheri, Mumbai Suburban, 400072 registered with the regulatory authority vide project registration certificate bearing No P51800003978 of

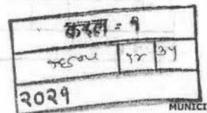
- Bombay Construction & Infraprojects Pvt Ltd having its registered office / principal place of business at Tehsil: Kurla, District: Mumbai Suburban, Pin: 400071.
- 2. This renewal of registration is granted subject to the following conditions, namely:-
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the
 allottees, as the case may be, of the apartment or the common areas as per Rule 9 (2) of Maharashtra Real
 Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents,
 Rates of Interest and Disclosures on Website) Rules.2017:
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be
 maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose
 as per sub-clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;

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

- The registration shall be valid up to 31/12/2021 unless renewed by the Maharash Authority in accordance with section 6/7 of the Act read with rule 7 the Act.
- The promoter shall comply with the provisions of the Act and the rules and regulations
- 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 against the promoter including revoking the registration granted herein, as per the regulations made there under.

Signature valid
Digitally Signed by
Dr. Vasani, Fremanand Prabhu
(Secretary, MahaRERA)
Signature 2005-2510-200-258 Officer
Maharashtra Real Estate Regulatory Authority

Dated: 18/05/2020 Place: Mumbai





MUNICIPAL CORPORATION OF GREATER MUMBAI APPENDIX XXII

PART OCCUPANCY CERTIFICATE

[CHE/ES/1679/L/337(NEW)/OCC/1/New of 29 October 2020]

M/S. Bombay construction & Engineering Co. Pvt. Ltd. 104, kratika Annexe main S.T. Road, next to Union park , Chembur, Mumbai...

Dear Applicant/Owners,

The Part development work of Residential building comprising of Part Occupation for Stilt, 2nd and 4th to 11th upper floors on plot bearing C.S.No./CTS No. 46/4 of village CHANDIVALI at Chandivali Farm road is completed under the supervision of Shri, MUKESH BAHADUR, Architect, Lic. No. CA/82/7237, Shri, Raajesh K. Ladhad, RCC Consultant, Lic. No. STR/L/15 and Shri. Ganesh Ambole , Site supervisor, Lic.No. A/155/SS-1 and as per development completion certificate submitted by architect and as per completion certificate issued by Chief Fire Officer u/no. CHE/ES/1679/L/337(NEW)-CFO/1/New dated 29 November 2019.

It can be occupied with the following condition/s.

- 1. That all balance conditions of IOD dated 02.08.2013 and I to R/C permission dated 23.12,2010 shall be complied with before asking full OCC.
- 2. That all safety precautionary measures shall be taken in accordance to relevant I.S code and in consultation with Registered Structural Consultant / L.S during progress of the balance work.
- 3. That layout/sub-division shall be got approved before asking full OCC
- in shall be submitted before asking full OCC.
- 4. That revised NOT ery sports 5. That height of building shall be rified before allowing occupants to occupy their respective premises or before asking further
- the relevant Regulation shall be provided before asking for full OCC

- 1. Asstt.
- 2. A.A. & C. J. Wards 3. EE (V), Eastern Suborb
- 4. M.I., L Ward
- 5. A.E.W.W. , L Ward 6. Architect, MUKESH BAHADUR, B-101, MANEK KUNI (MEGHWADI) DR.S.S.RAO, LALBAUG, MUMBAI. For information please

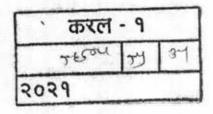


Name : Bajirao Lahu Patil Designation : Executive rporation of Greater Mumb te: 29-Oct-2020 17: 40:58

Yours faithfully Executive Engineer (Building Proposals) Municipal Corporation of Greater Mumbal

CHE/ES/1679/L/337 (NEW)/OCC/1/New

Page 1 of 2 On 29-Oct-2020



C - 3



MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No CHE/ES/1679/L/337(NEW)

COMMENCEMENT CERTIFICATE

To, M/S. Bombay construction & Engineering Co. Pvt. Ltd. 104, kratika Annexe main S.T. Road, next to Union park, Chembur, Mumbai.

Sir

With reference to your application No. CHE/ES/1679/L/337(NEW) Dated. 14/4/2017 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 14/4/2017 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. - C.T.S. No. 46/4 Division / Village / Town Planning Scheme No. CHANDIVALI situated at S.V. ROAD Road / Street in L Ward Ward.

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

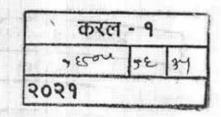
- The land vacated on consequence of the endorsement of the setback line/ road widening line shall form part of the public street.
- That no new building or part thereof shall be occupied or allowed to be occupied or used of permitted to be used by any person until occupancy permission has been granted.
- The Commencement Certificate/Development permission shall remain valid for one year commend from the date of its issue.
- This permission does not entitle you to develop land which does not vest in you
- This Commencement Certificate is renewable every year but such extended period shall be prior 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.
 - 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,

Page 1 of 4 on 7/18/2017 8:05:53 PM

CHE/ES/1679/L/337(NEW)

CHE/ES/1679/L/337 (NEW)/OCC/1/New Page 2 of 2 On 29-Oct-2020

L Ward



Issue On: 6/11/2015

Valid Upto:

31/10/2016

Remark:

C.C. Up to 8th floor as per approved ameneded plans dated.21.10.2015

Approved By K.G.Shahdadpuri **Executive Engineer**

Issue On: 29/1/2016

Valid Upto:

31/10/2017

Remark:

Full C.C. up to 10th floor as per approved amended plans dated, 12.01.2016

Approved By P.S.Patil

Assistant Engineer (BP)

Issue On: 18/7/2017

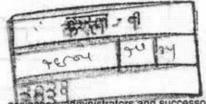
Valid Upto:

31/10/2017

Remark:

Full C.C. as per last amended plan dated 06-07-2017.





hinistrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri. Prakash S. Patil Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 31/10/2014

Issue On: 1/11/2013

Valid Upto:

31/10/2014

Remark:

C.C. Up to plinth as per approved plans dated 02.08.2013

Approved By

S.B. Shivagunde

Executive Engineer

Issue Of Ren

Valid Upto:

31/10/2014

ed plans dated.02.08,2013

Approved By

S.B. Shivagunde

Executive Engineer

Issue On: 20/11/2014

Valid Upto:

31/10/2015

Remark:

C.C. Up to 6th floor as per approved plans dated.02.08.2013

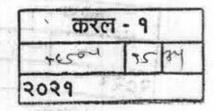
Approved By

k.G.Shahdadpuri

Executive Engineer

CHE/ES/1679/L/337(NEW)

Page 2 of 4 on 7/18/2017 8:05:53 PM



Document certified by Prakash Sakharan Patil.

Name: Prakash Saking am Patil Designation: Assistant Engineel Organization Prisonal Date: 18 Jul - 2 (7 20: 06:03

Cc to:

1. Architect.

2. Collector Mumbai Suburban /Mumbai District.

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

Assistant Engineer . Building Proposal

Eastern Suburb L Ward Ward

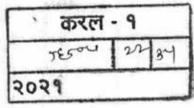




Bombay Construction and Infraprojects Pvt. Ltd. 104, Kritika Annexe, Sion Trombay Road, Chembur, Mumbai - 400 071

Date: 29.10.2021

To, Mr. Manish Narendra Save, Flat No. 104, Devdatta CHS Ltd., Rajaram Tawde Road, Near Datta Mandir, Dahisar West, Mumbai 400068.



Subject: NOC to Transfer Flat No. 405 on the 4th floor, in the building known as Sahil Exotica, Plot No. 5, CTS No. 46/4, Chandivali, Mumbai – 400072.

Dear Sir,

This is to confirm that Mr. Manish Narendra Save is the proposed owner of Flat No. 405 on the 4th floor, in the building known as Sahil Exotica, Plot No. 5, CTS No. 46/4, Chandivali, Mumbai 400072 Registered Agreement for Sale Document No. KRL-1/16727/2021 onted 28th October, 2021.

Further, that you have made an application dated 28.1 transfer of your rights, shares & title in respect of the above Nidhi Somnath Tripathi by way of agreement for sale.

We hereby confirm that we have No Objection for Transfer and Fights in respect of 405 on the 4th floor, in the building known as Sahil Exotica, Plot No. 5, CTS No. 46/4, Chandivali, Mumbai 400072 to Mrs. Nidhi Somnath Tripathi by way of agreement for sale subject to the following conditions:

a) Payment of balance payment as per agreement for sale and other charges as mentioned in Registered Agreement for Sale Document No. KRL-1/16727/2021 dated 28th October, 2021 as per Clause No. 3, 17 and 18 and a letter of confirmation from the new buyer, Mrs. Nidhi Somnath Tripathi that the balance payment payable by you as per Registered Agreement for Sale Document No. KRL-1/16727/2021 dated 28th October, 2021 would be paid by her on your behalf.

022-2520 3161 | 022-2520 1177 | bombayconstruction and intraprojects Pvt. Ltd. CIN: U99999MH1958PTC011235

Further as an amenity provided along with the said-Premises 3.3 the Promoters have earmarked for the exclusive use The 9 Flat Purchaser/s One car parking space in open area mechanical puzzle car parking system surrounding the Building known as "Sahil Exotica" (hereinafte delerred to as "said Car Parking"). The said Car Parking is provided as an irrevocable amenity without consideration, however the Flat Purchaser/s will be bound to abide by the rules and regulations as may be framed in regard to the said car Parking by the Promoters and/or the Common Organisation (as defined hereinafter) and shall pay such outgoings respect of the said Car Parking as may be levis Promoters and/or the said Common Organisation. Further, the Flat Purchaser/s shall not in the future raise any disputeus keep about the suitability of the said Parking Space as constructed by the Promoters.

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3.4 The total consideration as hereinabove is inclusive of the proportionate price of the common area, amenities and facilities appurtenant to the said premises. The percentional the undivided interest of the Flat Purchaser/s in the common areas, amenities and facilities limited, restricted of other see pertaining to the said flat shall be in proportionally the algorithm and the said flat agreed to be sold hereunder to the total area of the said building. The nature extent and description of the fixtures, fittings, specifications, common/limited common areas, amenities and facilities to be provided by the Promoters to the Flat Purchaser/s is more particularly described in the THIRD SCHEDULE hereunder written.

3.5 The Flat Purchaser/s has paid, on or before execution of this Agreement, a sum of Rs. 10,00,000/- (Rupees Ten Lakhs only) being part payment amount of the sale consideration and hereby agrees to pay to the Promoters the balance amount of Sale Consideration being a sum of Rs.1,50,97,400/- (Rupees One Crore Fifty Lakh Ninety Seven Thousand Four Hundred only) after deduction of a sum of Rs.1,62,300/- (Rupees One Lakh Sixty Two

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Thousand Six Hundred only) as TDS from the balance sale consideration and which shall be paid within 15 (fifteen) days of execution and registration of this presents, by the First Purchaser to the Promoter. Timely payment of balance consideration is of essence.

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Provided that, the Flat Purchaser/s making payment of Sale Consideration is responsible to deduct 1.00% (being the present prevailing rate) of the amount paid towards Sale Consideration as Tax Deducted at Source (TDS) under section 194-IA of the Income Tax Act, 1961 and deposit the same to the credit of Central Government and shall issue TDS Certificate(s) in Promoters' favour in the prescribed Form 16B for the same within the statutory period. In the event of any error committed while deducting TDS or in E-filing, the same shall be rectified by the Flat Purchaser/s /Financial Institution within a period of 30 (thirty) days from the said error being brought to the Flat Purchaser/s /Financial Institution's notice. The Credit for the TDS amount deposited by the Flat furchaser/s /Financial Institution will be given to the Flat chaser/s only upon receipt of the Original TD\$ Certificate the amount mentioned therein matches with the amount a bearing in the Income Tax Department website. In the event Flat Purchaser/s failing to produce the Original TDS Certificates for all the payments made by the Flat Purchaser/s, at the time of handing over of the said Premises, the Flat Purchaser/s will be required to deposit with the Promoters such equivalent TDS amount as interest free deposit, which deposit shall be refunded by Promoters to the Flat Purchaser/s upon handing over of the relevant TDS Certificate within one month of the handover of the said Premises to the Flat Purchaser/s. In case the Flat Purchaser/s fails to handover the relevant TDS Certificate within the stipulated period of one month, the Promoters shall be entitled to appropriate the said deposit against the amount of TDS Certificate receivable from the Flat Purchaser/s.

3.7 The Sale Consideration shall be payable by the Flat Purchaser/s to the Promoters in RERA Collection Bank

from the

करल - १ १८०० १० ३५ project amenities wherever

premises and the common

2029 F

Flat Purchaser/s has been made aware and that the Flat Purchaser/s expressly agrees that the regular wear and tear of the said Premises /said building includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect;

(vii) It is expressly agreed that before any liability of defect is claimed by or on behalf of the Flat Purchaser/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and access the same and shall then submit a report to state the defects in materials used, in the structure built of the premises/building and in the workmanship executed keeping in mind the aforesaid agreed clauses. This agreement.

The Flat Purchaser/s shall use the said Premises or any parther on a permit the same to be used only for the residential purpose of which he same has been allotted. The Flat Purchaser/s shall use use car parking space for his/her/their own Light Motor Vehicle only and not for storing goods and other items.

- The Flat Purchaser/s shall bear and pay the proportionate municipal taxes, maintenance charges and all other outgoings in respect of the said Project in which the said Premises are situated. The common expenses in respect of the said Property shall be shared by the purchasers of flats and premises of the said Project in which the said Premises is situated in proportion to the area of their respective flat/premises.
- 17 The Flat Purchaser/s shall on or before delivery of possession of the said Premises keep deposited with the Promoters the following additional amounts:

(i) Rs. 50,000/- for legal charges and expenses.

Rs. 350/- for share money and entrance fees.

Low 22 Mg

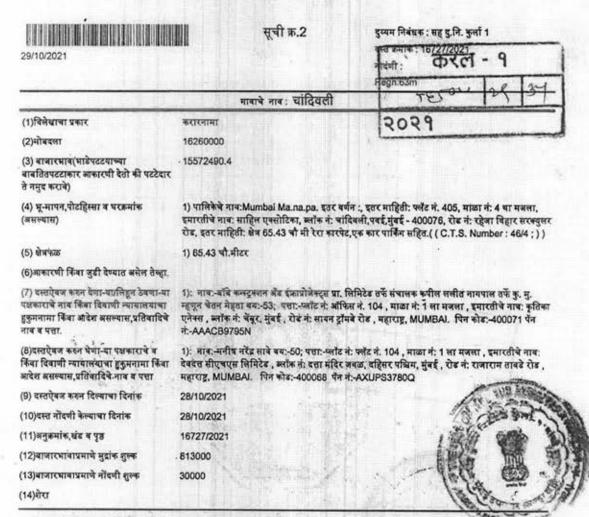
Rs. 1,000/- for formation and registration of the said comm (iii) organization / association. 4.36,2001- for proportionate share of taxes and other करल outgoings for a period of 24 months. Rs. 50,000 - for water meter and electric meter charges and recon towards costs of electric sub-station and cables. 2029 (v)

- Rs. 1,00,000/- towards proportionate share of development charges and LUC taxes or at actual as the case may be. (vi)
- Rs. 15,000/- towards proportionate share of MGNL piped gas (vii) pipeline (if applicable).
- Rs. 1,00,000/- towards Club Charges. (viii)
- Rs. 2,00,000/- towards Conveyance Deed / Transfer Deed and other legal charges and expenses. (ix)
- Rs. 2.00,0001- for proportionate share of Municipal Property REGISTA Taxes for a period of 24 months. (x)

The above amounts are not refundable and no sate who be required to be given by the Promo to the Purchaser/s individually in respect of the above amounts deposited by the Flat Purchaser/s with the Promoters GST at the rate of 18% shall be on sums specified in clause 17 (i) to (ix) by the Flat Purchaser/s.

- 18 The Promoters shall without having to render any account of whatsoever nature either to the Flat Purchaser(s) or common organization utilize the sum specified in Clause 17(i) paid by the Flat Purchaser/s to the Promoters for meeting all legal costs, charges and expenses including professional costs of the Attorney-at-law/advocates of the Promoters in connection with formation of the said Common Organization, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the Conveyance and also utilize sums specified in Clause 17(iv), (vi) and (ix) for the purposes mentioned therein.
 - 18.1 Upon execution of the Registered Agreement of the said Premises to the Flat Purchaser/s by the Promoter, the Flat Purchaser/s shall be liable to

XNW M3.



मुल्यांकनासाठी विचारात घेतलेला तपशीला:-:

मुद्रांक शुक्क आकारतामा निवडलेला अनुच्चेद :-:

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

सुलभ व्यवहारासाठी नागरिकांचे सक्षमीकरण र दस्तऐवज नोंदणीनंतर मिळकत पत्रिका/ कर नोंद्रवही अध्ययावत करणे गरजेचे आहे. या व्यवहाराचे विवरण पत्र ई-मेल द्वारे बृहन्युंबई महानगरपालिकेस पाठविणेत आसेला आहे. आता हे दस्तऐवज दाधन करण्यासाठी कार्यालयात स्वतः जापेची आवश्यकता नाही.

Integrated Governance enabling You to Do Business Easily
It is necessary to update Relevant records of Property/ Property tax after registration of document.

Details of this transaction have been forwarded by Email (dated 28/10/2021) toMunicipal Corporation of Greater Mumbai.

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



Summary 1 (Dastgoshwara bhag 1)

369/16807 शुक्रवार,29 ऑक्टोबर 2021 5:53 म.नं. दस्त गोपवारा भाग-1

करल1

दस्त क्रमांक: 16807/2021

दस्त क्रमांक: करल1 /16807/2021

बाजार मुल्य: रु. 1,55,72,490/-

मोबदला: रु. 3,38,00,000/-

भरलेले मुद्रांक शुल्क: रु.8,78,000/-

दु. नि. सह. दु. नि. करला यांचे कार्यालयात

ज. कं. 16807 वर दि.29-10-2021

रोजी 5:50 म.नं. वा. हजर केला.

पावती:19008

पावती दिनांक: 29/10/2021

सादरकरणाराचे नाव: निधि सोमनाथ त्रिपाठी

नोंदणी फी

₹. 30000.00

दस्त हाताळणी फी

₹. 700.00

पृष्टांची संख्या: 35

एक्ष: 30700.00

(प्र) सहन्द्रस्मा कुर्ला-१ (वर्ग-२)

केलेल्या कोणत्याही नागरी क्षेत्रात

दस्त हजर करणाऱ्याची सही:

दस्ताचा प्रकार: करारनामा मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न

शिका कं. 1 29 / 10 / 2021 05 : 50 : 58 PM ची वेळ: (सादरीकरण)

शिक्का कं. 2 29 / 10 / 2021 05 : 52 : 55 PM ची बेळ: (फी)

करल - १ 98500 37 2029

मुबई मुद्राक आंधेनियम 1958 अनु लुचि-I च अनुच्छेद 5(g)(a)(ii)/चे तरत्वीनुसार वस्तकमाक करल-1/ 167,27/27 दि. 28/10/ वावत बा.भा.रु. १८६३२५११ व मोबदला रु (६२६०००) यावर भरलेले मुद्रांक शुल्क रु. . . ६.१.३,००० सदरह दस्तामध्ये समायोजित करण्यात आले आहेत.





20/10/2021

सूची क.2

दुस्यम निबंधक : सह दु.नि. कुर्जा 1 दस्त क्रमांक : 16807/2021

नोदंणी : Regn:63m

| | | 0 | 0 | | |
|--------|-------|--------|----|--|--|
| गावाचे | नाव : | चांदिव | ला | | |

(1)विलेखाचा प्रकार

करारनामा

(2)मोबदला

33800000

(3) बाजारमाव(भाडेपटटवाच्या बाबतितपटटाकार आकारणी देशों की पटटेदार 15572490.4

ते नमुद करावे)

Secretary Section (Section)

(4) मू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास) 1) पालिकेचे नाव:Mumbai Ma.na.pa. इतर वर्णन :सदिनका नं: 405, माळा नं: 4 था मजला, इसारतीचे नाव: साहिल एक्झोटिका, ब्लॉफ नं: प्लॉट नं. 5, रोड : चांदिवली,मुंबई - 400072, इतर माहिती: क्षेत्रफळ 65.43 वौ. मीटर्स कार्पेट......महाराष्ट्र मुद्रांक अधिनियम 1958 चे अनुच्छेद 5जी(ए)2 अन्ववे दस्त क्र.

करल-1/16727/2021 नोंदणी दिनांक 28/10/2021 मध्ये भरलेले मुद्रांक शुल्क र. 8,13,000/- सदर दस्तामध्ये

समायोजित केलेले आहे.((C.T.S. Number: 46/4;))

(5) প্রবদ্যক্ত

1) 65.43 ची.मीटर

(6) जाकारणी किंवा जुड़ी देण्यात असेल तेव्हा.

(7) दस्तऐवज करून देणा-या/सिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्याबालवाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पता. 1): नाव:-मनीय नरेंद्र सावे वय:-50; पता:-प्नॉट नं: 104, माळा नं: -, इमारतीचे नाव: देवदत्त को-ऑपरेटिव हाँसिंग सोसायटी लिमिटेड, क्वॉक नं: राजाराम तावडे रोड, जवळ दत्ता मंदिर , रोड नं: वहिसर (पश्चिम), सुम्बई . महाराष्ट्र, MUMBAI. पिन कोड:-400068 पैन नं:-AXUPS3780Q

(8)दस्तऐवज करन घेणा-वा पक्षकाराचे व किंवा दिवाणी न्यावालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता 1): नाव:-निधि सोमनाय त्रिपाठी वव:-33; पत्रा:-प्लॉट नै: बी-1405, माळा ने: -, इमारतीचे नाव: हार्मोनी कौसमाँस हॅबिटेट , क्लॉक ने: कापूरवावडी माजिवडा अपोजिट हाई स्ट्रीट मॉल, रोड ने: ठाणे महाराष्ट्र , महाराष्ट्र, THANE. पिन कोड:-400601 पैंन ने:-AQFPT6883P

(9) दस्तऐवज करन दिल्याचा दिनांक

29/10/2021

(10)दस्त नोंदणी केल्याचा दिनांक

29/10/2021

(11)अनुक्रमांक,खंड व पृष्ठ

16807/2021

.....

(12)वाजारमावाप्रमाणे मुद्रांक शुल्क

878000

(13)बाजारमाबाप्रमाणे नोंदणी शुल्क

30000

(14)शेरा

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रोन गुल्क जाकारताना निवडलेला अनुष्येद :- (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

सुलभ व्यवहारासाठी नागरिकांचे सक्षमीकरण दस्तऐवज नोंदणीनंतर मिळकत पत्रिका/ कर नोंदवही अद्धयावत करणे गरजेचे आहे. या व्यवहाराचे विवरण पत्र ई-सेल द्वारे बृहन्सुंबई महानगरपासिकेस पाठविणेत आलेता आहे. आता है दस्तऐवज बाखल करण्यासाठी कार्यालयात स्वतः वाणेची आवश्यकता नाही.

Integrated Governance enabling You to Do Business Easily
It is necessary to update Relevant records of Property/ Property tax after registration of document.

Details of this transaction have been forwarded by Erneil (dated 29/10/2021) toMunicipal Corporation of Greater Mumbai.

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



Payment Details

| sr. | Purchaser | Туре | Verification no/Vendor | GRN/Licence | Amount | Used At | Deface Number | Deface Date |
|-----|------------------------------|----------|------------------------|--------------------|-----------|------------|------------------|----------------|
| 1 | NIDHI SOMNATH TRIPATHI | eChallan | 02003942021102900644 | MH008208075202122E | 878000.00 | SD | 0003885930202122 | 29/10/2021 |
| 2 | NIDHI SOMNATH TRIPATHI | eChallan | | MH008208075202122E | 30000 | RF | 0003885930202122 | 29/10/2021 |
| 3 | | By Cash | | | 700 | RF | | |

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





खरी प्रत

सह. दुर्यम विशेषक, कुली-१ मुंबई रूपनगर जिल्हा. 369/16727 Thursday,October 28 ,2021 7:15 PM पावती

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

पावती कं.: 18925

दिनांक: 28/10/2021

गावाचे नाव: चांदिवली

दस्तऐवजाचा अनुक्रमांक: करल1-16727-2021

दस्तऐवजाचा प्रकार : करारनामा सादर करणाऱ्याचे नाव: मनीय नरेंद्र सावे

नोंदणी की दस्त हाताळणी की पृष्ठांची संख्या: 120

₹, 30000.00

₹. 2400.00

एकृण:

₹. 32400.00

भाषणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 7:34 PM ह्या बेळेस मिळेल.

बाजार मुल्य: रु.15572490.4 /-मोबदला रु.16260000/-भरलेले मुद्रांक शुल्क : रु. 813000/- प्रतिविध्या क्रियो १ इ. निवंधय क्रियो १

(प्र) सह. दुय्यम निबंधक कुली-१ (वर्ग-१)

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH008103037202122E दिनांक: 28/10/2021

बँकेचे नाव व पत्ताः

देयकाचा प्रकार: DHC रक्कम: रु.400/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 2710202115097 दिनांक: 28/10/2021

बँकेचे नाव व पत्ता:

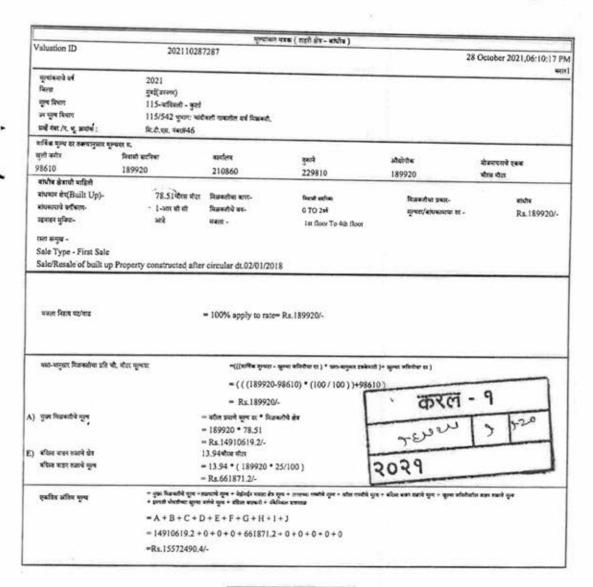
3) देवकाचा प्रकार: DHC रक्कम: रु.2000/-

हीडी/धनादेश/पे ऑर्डर क्रमांक: 2710202115050 दिनांक: 28/10/2021

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बँकेचे नाव व पत्ता:

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Home Print

(प्र) सह. दुर्यम मिंबधक कुली-१ (वर्ग-२)





CHALLAN MTR Form Number-6



| Depar | Iment Inspector General Of Re | T | | e 27/10/2021-18 | | | m ID | 2 | | | | | |
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| Stamp Duty Type of Payment Registration Fee | | | | TAX ID / TAN (If Any) | | | | | | | | | |
| | | | | Applicable) | AXUPS3780Q | | | | | | | | |
| Office | Name KAL3_JT SUB REGISTE | AR KURLA NO 3 | Full Name | | Manish Narendra | | | | | | | | |
| Locati | on MUMBAI | | | | | | | | | | | | |
| Year | 2021-2022 One Time | | Flat/Block | No. | Flat No. 405 | | | | | | | | |
| | Account Head Details | Amount In Rs. | Premises/Bullding | | | | | | | | | | |
| 003004 | 5501 Stamp Duty | 813000.00 | Road/Stre | et | 4TH FLOOR | | | | | | | | |
| 003006 | 3301 Registration Fee | 30000.00 | Area/Loca | lity | MUMBAI | | | | | | | | |
| | | | Town/City/District | | | | | | | | | | |
| | | | PIN | | | 4 | 0 | 0 | 0 | 7 0 | | | |
| | | | Remarks (| If Any) | | | | | | | | | |
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| Chamin | | | Bank Date | RBI Date | 27/10/2021-18:16 | - | - | | | with RBI | | | |
| Cheque/DD No. | | | | | BANK OF BARODA | | | | | | | | |
| Name of Bank | | | THE REGUE | | | | | | | | | | |
| - | Branch | | Scroll No., | | 111 | - | 2 | 7 | | 4 | | | |
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CHALLAN MTR Form Number-6



| GRN MH008103037202122E B | ARCODE IIII | 017 00000000000000000000000000000000000 | manan | IIIII Da | te 27/10/2021-18:1 | 6:37 | Form | ID | 25. | 2 | |
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| Department Inspector General Of R | T | | Payer Detail | | | 7.0 | | | | | |
| Stamp Duty Type of Payment Registration Fee | | | TAX ID / TAN (If Any) | | | | | | | | |
| | PAN No.(| lf Applicable) | AXUPS3780Q | | | | | | | | |
| Office Name KRL3_JT SUB REGIST | RAR KURLA NO | 3 | Full Nam | e | Manish Narendra | | | | | | |
| Location MUMBAI | | | | | The second second | | | | | | |
| Year 2021-2022 One Time | | | Flat/Bloc | Flat/Block No. Flat No. 405 | | | | | | | |
| Account Head Details | | Amount in Rs. | Premises | /Building | | | | | | | |
| 0030045501 Stamp Duty | 813000,00 | Road/Stre | ret | 4TH FLOOR | | | | | | | |
| 0030063301 Registration Fee | | 30000.00 | Area/Loca | 256 | MUMBAI - | | | | | | |
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| Cheque/DD No. | | | Bank Date | RBI Date | 27/10/2021-18:18:2 | 3 | Not V | erific | d with | n RBI | |
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| lame of Branch S | | | Scroll No., | Date | Not Verified WAY SHORE QUET | | | | | | |

Department ID : NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for up सदर चलन केवळ दुव्यम निर्वायक कार्यालयात गोंदणी कराववाच्या दस्तांसाठी लागु आहे. गोंदणी न कर्वेद रही :

Department of Stamp & Registration, Maharashtra Receipt of Document Handling Charges 27/10/2021 PRN 2710202115097 Date Received from Manish Narendra Save, Mobile number 8928470037, an amount of Rs.400/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Kurla 3 of the District Mumbai Sub-urban District. Payment Details 27/10/2021 Date Bank Name BKL 2721693488 REF No. Bank CIN 10004152021102713498 This is computer generated receipt, hence no signature is required.

करल - १ - ५७० ८ (२० २०२१



करल - १ १ १०० २०२१

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made at Mumbai this 28 day of october 2021;

BETWEEN

BOMBAY CONSTRUCTION AND INFRAPROJECTS PRIVATE LIMITED (formerly known as M/S. BOMBAY CONSTRUCTION AND ENGINEERING COMPANY PRIVATE LIMITED certificate of Incorporation for name changed is attached herewith) – PAN: AAACB9795N, a Company registered under the Companies Act, 1956 and having its registered office at 104, 1st Floor, Kritika Annexe, Sion Trombay Road, Chembur, Mumbai 400 071, hereinafter referred to as "the Promoters" (which expression shall unless it be repugnant to the context and meaning thereof be deemed to mean and include its successors-in-title and permitted assigns) of the ONE PART;

AND

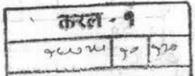
MR. Manish Narendra Save – PAN: AXUPS3780Q, of Mumbai Indian Inhabitant residing at / having his/her/their address at Flat No. 104, Devdatta CHS. Ltd., Rajaram Tawde Road, Near Datta Mandir, Dahisar West, Mumbai – 400068, hereinafter called "the Flat Purchaser" (which expression unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators and assigns) of the OTHER PART:

WHEREAS:

A. By a Development Agreement dated 15th May, 2006 lead with beed of Confirmation dated 16th October, 2009 made between the (1) Arune Gajanan Bhatte and (2) Megha Rasik Desai, therein referred to as the Owners of the One Part and the Promoters herein, therein cause the Promoters of the other part and registered with the Office of the Sub-Registrar of Assurances at Mumbai under Sr. No. BBE-13/8368 of 2009 inter alia confirmed the execution of the said Development Agreement dated 15th May, 2008 (hereinafter referred to as "the said Development Agreement"), the Owners therein, subject to retention of 50% of buildable F.S.I. including TDR FSI thereby granted and conferred unto the Promoters therein, all that piece and parcel of land bearing Plot No.5

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of Industrial Sub-Division of Survey No.1 and 2 and corresponding C.T.S. No.46/4 of the revenue Village Chandivali, Taluka Kurla within Greater Mumbai (then Bombay) and in the Registration Sub-District of Bandra and District Mumbai Suburban containing by admeasurement 3832.44 square yards equivalent to 3204.38 square meters or thereabouts (admeasuring 2984 square meters as per P.R. Card) together with factory building and other structures standing thereon (since demolished) situated lying and being at Kurla (West), Mumbai and delineated on the plan annexed hereto as Annexure "A" and thereon shown surrounded by red color boundary line and more particularly described in the Schedule hereunder written at or for the consideration and on the terms and conditions therein contained (hereinafter referred to as "the said Property") by constructing thereon the proposed multi-storeyed building consisting of stilts and several upper floors, there being parking area in stilts and residential premises on all the upper floors, by utilizing balance FSI and also by utilizing the entire permissible TDR of in respect of the said Property at or for the consideration and on the terms and conditions

Firsterms of the said Development Agreement, the Promoters herein in feu of the 50% of the buildable retained FSI, has to construct and handover free of cost to the Owners the entire constructed areas, flats / premises car-parking spaces in the proposed new building to be constructed on the said Property (hereinafter referred to as "the Owner's Allocation") and to independently book, allot, sell, transfer, lease, mortgage and/or otherwise create third party rights in respect of all the balance constructed areas, flats / premises, car-parking spaces in favour of the prospective buyer or Flat Purchaser/s as the Promoter's deem fit and proper (hereinafter referred to as "the Promoter's Allocation"). Reference to the Flat Purchaser/s in this Agreement means purchasers of such premises from and out of Promoters Allocation;

C. In pursuance of the said Development Agreement, the Owners have executed a Power of Attorney in favour of the Promoters partners/nominees of the Promoters herein authorizing them to do all acts, deeds, matters and things for carrying out the development of the said Property and construction of the proposed new building;

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hereinafter referred to as the "said Building" on the said Property ("the Project Land") is proposed as a "Real Estate Project" by the Promoters and is registered as a 'real estate project' ("the Project") with the Maharashtra Real Estate Regulatory Authority ("MahaRERA"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("RERA") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 ("RERA Rules") and the MahaRERA has issued Registration Certificate of Project dated 7th August, 2017 and the Project Registration number is P51800003978. A copy of Registration Certificate is annexed hereto as Annexure "B":

- E. The Promoters propose to construct the said Building and complete the said Project in accordance with the plans which are sanctioned by the Municipal Corporation of Greater Mumbai (MCGM) and subject to the rules and regulations of the MCGM by using, loading and consuming the entire FSI, TDR FSI and Fungible FSI available in respect of the said Property and the MCGM has approved/sencioned the building plans and has accordingly issued introduced Disapproval (IOD) dated 02/08/2013 (04/07/2017 Dearing CE/4221/BPES/AL [AUTO DCR No. CHE/ES/1679/L/BSZ(NEW)] and Commencement Certificate (CC) dated 01/11/2013 (17/07/2017);
- F. By and under Supplemental Agreement made between the Owners herein and therein also referred as the Owners of the One Part and the Promoters herein and therein also referred to as the Promoters of the Other Part, the parties therein have agreed to modify and alter the earmarking of their respective allocations in constructed premises in the said building on the terms and conditions therein contained;
- G. The Promoters have entered into an Agreement prescribed by Council of Architects with the Architect, Mr. Mukesh Bahadur, registered with the Council of Architect and also appointed Mr. Raajesh K. Ladhad as RCC Consultants/ Structural Engineers for

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preparing structural designs and drawings and specifications of the said building to be constructed on the said Property and the Flat Purchaser/s accept/s the professional supervision of the said Architect and the said structural Engineer till the completion of the said building unless otherwise changed by the promoters;

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H. Hereinafter for the sake of brevity, the term Flat Purchaser/s shall be referred to as "The Flat Purchaser/s" and "The Flat Purchaser/s" is also an Investor (or person) within the meaning of Article 5 (g-a) (ii) of Schedule I of the Bombay Stamp Act 1958 and the subsequent Purchaser under a subsequent sale shall within a period of one year from the date of this Agreement be entitled for adjustment of duty if any paid on this Agreement. Provided that this clause shall automatically lapse if no such transfer as above is made within the said period of one year. Further provided that in the event of any change in the provisions of law in this respect, this clause shall stand amended mutatis mutandis;

The Flat Purchaser/s has/have demanded from the Promoters and IRP comoters have given inspection to the Flat Purchaser/s of all the documents of title relating to the said Property, the sanctioned plans i.e. building plans, floor plans, designs and specifications prepared by the Promoter's Architect in respect of the said building and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promoters of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "the MOFA") and Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the RERA") and the rules and regulations made thereunder;

- J. The Promoters have got revised NOC from Airport Authority of India (Civil Aviation) dated 19/03/2019 for permissible top elevation AMSL of 78.40 mtrs;
- K. On demand from the Flat Purchaser/s, the Promoters have given inspection to the Flat Purchaser/s and the Flat Purchaser/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises as defined hereinafter and made enquiries thereon on MahaRERA website and is satisfied with respect to all the

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documents of title relating to the said Property, and the plans, designs and specifications prepared by the Promoters Architect, Mr. Mukesh Bahadur, and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder, including inter-alia the following:

(i) All the approvals and sanctions of all the elevant authorities for the development of the said Project including the layout plan and building plans:

relevant authorities

- (ii) All the documents of title relating to the said Property all other documents mentioned in the recitals hereinabove;
- (iii) Property Card (ANNEXURE "C");
- (iv) Intimation of Disapproval dated 02/08/2013 bearing No. CE/4221/BPES/AI [AUTO DCR No. CHE/ES/1679/L/337(NEW)] and amended Intimation of Disapproval dated 04/07/2017 (ANNEXURE "D-1" and "D-2");
- (v) Commencement Certificate dated 01/11/2013 (18/07/2017) bearing No. CE/4221/BPES/AL [AUTO DCR No. CHE/ES/1679/L/337(NEW)] (ANNEXURE "E");
- (vi) Title Certificate of M/s. Vinod Mistry & Co., Advocates & Solicitors dated 28/11/2013 (27/09/2017) (ANNEXURE "F");
- (vii) Copy of the Floor Plan of the flat agreed to be nurchas the Flat Purchaser/s, (ANNEXURE "G");
- (viii) Part Occupation Certificate dated 29th October 20 b No. CHE/ES/1679/L/337(NEW)/OCC/1/New 2000 in respect of said building up to 2nd and 4 (ANNEXURE "H").

The Flat Purchaser/s hereby undertake/s not to raise any objection and/or make any requisitions with respect to the title of the Promoters to develop the said Property.

While sanctioning the said plans for the said building the concerned local authorities and/or government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and

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3028 2028 M. performed by the Promoters while developing the said Property and the said building and upon due observance and performance of which only the occupation and the completion certificates in respect of the said building shall be granted by the concerned local authority;

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The Flat Purchaser/s being fully satisfied in respect of the title of the said Property has/have approached the Promoters and applied for purchase of Flat No. 405 on the 4th floor of the said building to be constructed on the said Property with full notice of and on the basis of the terms conditions and provisions contained in all the documents papers, plans, orders, schemes, etc. referred to hereinabove and subject to the terms and conditions hereinafter appearing. The Flat Purchaser/s is/are aware that the construction of the said building is completed and that Flat No.405 is ready for occupation and the Flat Purchaser/s being fully satisfied with condition of flat has/have agreed to purchase the same on the terms recorded herein;

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N. The Flat Purchaser/s hereby expressly confirms that he/she/they/it have agreed to enter into this Agreement with full knowledge, ication, effect, etc. of various terms and conditions contained in the said development writings, plans, documents, Orders, layout scheme project including the rights and entitlements available to and reserved by the Promoters contained in these presents;

The Promoters hereby record, declare and confirm that the said Premises and car parking space (defined hereinafter) forms a part of the Promoter's Allocation as envisaged in the said Development Agreement;

- P. Under section 4 of the MOFA and section 13 of the RERA, the Promoters are required to execute a written Agreement for Sale of the said Premises to the Flat Purchaser/s, being in fact these presents and also to register this Agreement under the Registration Act, 1908;
- Q. Relying upon the said applications, declaration and agreement herein contained, the Promoters have agreed to sell to the Flat Purchaser/s the said Premises at the price and on the terms and conditions hereinafter appearing.

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

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

The Promoters has completed construction of a residential building comprising of Ground + Twelve upper level floors and Car Parking on the ground level to be known as "Sahil Exotica" (hereinafter referred to as "the said building") on the said Property more particularly described in the First Schedule hereunder written by utilizing the entire FSI, TDR FSI, Fungible FSI and other benefits by whatever name called available in respect of the said Property to the utmost extent in accordance with the plans designs and specifications approved by the Municipal Corporation of Greater Mumbai (MCGM) and other local authorities which have been seen and approved by the Flat Purchaser/s with only such variations and modifications as the Promoters may consider necessary or as may be required by the concerned local authority/MCGM/Government to be made in them or any of them. The Flat Purchaser/s hereby expressly consent to the Promoters making variations or modifications in the said plan may be required by the concerned authorities or Gove made in them or any of them.

PROVIDED THAT the Promoters shall have to obtain the organizations consent in writing of the Flat Purchaser/s in respect or any variations or modifications which may adversely affect the said Premises of the Purchaser/s, except, any alteration or addition required by any Government Authorities, or due to change in law, or any change as contemplated by any of the disclosures already made to the Flat Purchaser/s. The Promoters may also make such minor additions and alterations as may be required by the Flat Purchaser/s, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by an Authorized Architect or Engineer.

PROVIDED FURTHER THAT the Promoters shall be entitled to make modifications, variations, additions or alterations to Building/floor as may be required by the Promoters from time to time,

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by obtaining 2/3rd consent of concerned affected person/s in the said building/floor as the case may be. It is clarified that the consent of those Flat Purchaser/s who are not affected by the modifications, variations, additions or alterations proposed and/or carried out by the Promoters as aforesaid shall not be required.

Purchase of the Flat and Sale Consideration:

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The Flat Purchaser/s hereby agrees to purchase and acquire from the Promoters and the Promoters hereby agree to sell to the Flat Purchaser/s, the Flat No. 405 admeasuring 65.43 square meters carpet area as per the definition of the term "carpet area" under Section 2 (k) of RERA) on the 4th Floor of the building to be known as "Sahil Exotica" constructed on said Property (hereinafter referred to as "the said Premises") as more particularly described in the SECOND SCHEDULE and as shown hatched with red colour in the typical floor plan annexed and marked as Annexure "G" hereto, at and for the lumpsum consideration of Rs.1,62,60,000/- (Rupees One Crore Sixty Two Lakhs Sixty Thousand only). The Purchaser(s)/Unit Holders have paid a sum of Rs. 10,00,000/- towards part consideration of purchase of the said premises on 14.10,2021.

However, the carpet area of the said premises in the presently approved plans (as approved by the MCGM in accordance with the provisions of the applicable DCR) is reflected as 63.31 square meters;

3.2 It is clarified that the carpet area as defined hereinabove 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 or columns of the Apartment).

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- Further as an amenity provided along with the said Premises 3.3 the Promoters have earmarked for the exclusive uspecting 9 Flat Purchaser/s One car parking space in open area mechanical puzzle car parking system surrounding the sain Building known as "Sahil Exotica" (hereinalte Pered to as "said Car Parking"). The said Car Parking is provided as an irrevocable amenity without consideration, however the Flat Purchaser/s will be bound to abide by the rules and regulations as may be framed in regard to the said Car Parking by the Promoters and/or the Common Organisation (as defined hereinafter) and shall pay such outgoings in respect of the said Car Parking as may be levied by the Promoters and/or the said Common Organisation. Further, the Flat Purchaser/s shall not in the future raise any dispute about the suitability of the said Parking Space as constructed by the Promoters.
- 3.4 The total consideration as hereinabove is inclusive of the proportionate price of the common area, amenities and facilities appurtenant to the said premises. The percentage of the undivided interest of the Flat Purchaser/s in the common areas, amenities and facilities limited, restricted of other sepertaining to the said flat shall be in proportion of the area of the said flat agreed to be sold hereunder to the total area of the said building. The nature extent and description of the fixtures, fittings, specifications, common/limited common areas, amenities and facilities to be provided by the Promoters to the Flat Purchaser/s is more particularly described in the THIRD SCHEDULE hereunder written.
- 3.5 The Flat Purchaser/s has paid, on or before execution of this Agreement, a sum of Rs. 10,00,000/- (Rupees Ten Lakhs only) being part payment amount of the sale consideration and hereby agrees to pay to the Promoters the balance amount of Sale Consideration being a sum of Rs.1,50,97,400/- (Rupees One Crore Fifty Lakh Ninety Seven Thousand Four Hundred only) after deduction of a sum of Rs.1,62,300/- (Rupees One Lakh Sixty Two

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Thousand Six Hundred only) as TDS from the balance sale consideration and which shall be paid within 15 (fifteen) days of execution and registration of this presents, by the First Purchaser to the Promoter. Timely payment of balance

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consideration is of essence.

Provided that, the Flat Purchaser/s making payment of Sale Consideration is responsible to deduct 1.00% (being the present prevailing rate) of the amount paid towards Sale Consideration as Tax Deducted at Source (TDS) under section 194-IA of the Income Tax Act, 1961 and deposit the same to the credit of Central Government and shall issue TDS Certificate(s) in Promoters' favour in the prescribed Form 16B for the same within the statutory period. In the event of any error committed while deducting TDS or in E-filing, the same shall be rectified by the Flat Purchaser/s /Financial Institution within a period of 30 (thirty) days from the said error being brought to the Flat Purchaser/s /Financial Institution's notice. The Credit for the TDS amount deposited by the Flat Purchaser/s /Financial Institution will be given to the Flat Purchaser/s only upon receipt of the Original TDS Certificate and the amount mentioned therein matches with the amount appearing in the Income Tax Department website. In the event of Flat Purchaser/s failing to produce the Original TDS Certificates for all the payments made by the Flat Purchaser/s, at the time of handing over of the said Premises, the Flat Purchaser/s will be required to deposit with the Promoters such equivalent TDS amount as interest free deposit, which deposit shall be refunded by Promoters to the Flat Purchaser/s upon handing over of the relevant TDS Certificate within one month of the handover of the said Premises to the Flat Purchaser/s. In case the Flat Purchaser/s fails to handover the relevant TDS Certificate within the stipulated period of one month, the Promoters shall be entitled to appropriate the said deposit against the amount of TDS Certificate receivable from the Flat Purchaser/s.

3.7 The Sale Consideration shall be payable by the Flat Purchaser/s to the Promoters in RERA Collection Bank

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Account No. 57500000057010 maintained with HDFC Bank Ltd., Central Avenue Road, Chembur Branch HDFC0000013 ("the said Account");

The Parties hereto agree that the Sale Consideration of the 3.8 said Premises is exclusive of Goods and Service Tax, and the Promoters undertake to deposit the applicable Goods and Service Tax amount with the competent authorities from time to time. It is further agreed that the sale consideration is exclusive of GST only and expressly excludes all other levies, duties, cesses, and/or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the said Premises and/or this Agreement. It is clarified that all such taxes, levies, duties, cesses (excluding GST), (whether applicable/payable now or which may become applicable/payable in future) indirect and direct taxes, duties and impositions levied by the Central Government and/or the State Government and/or any local public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplate herein and/or in relation to the said Premises, shall be born and paid by the Flat Purchaser/s alone and the Promoters shall not be liable to bear or pay the same or any part thereof.

The Sale Consideration is escalation-free, save and except 3.9 escalations/increases, due to the increase on account of development charges payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the Competent Authority, Local Bodies and/or the Government from time to time. The Promoters undertake and agree that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the Competent Authorities, etc., the Promoters shall enclose the said notification / order / rule ! regulation / demand, published / issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments;

The Flat Purchaser/s have measured and verified the carpet area that has been allotted to the Flat Purchaser/s and is satisfied with the same.;

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The Flat Purchaser/s are aware that as per present statute, GST is leviable / applicable on the purchase price payable hereunder and consequently the amount of each installment payable by the flat purchaser/s to the promoters in respect of the transaction shall proportionately increase to the extent of the liability of such GST. The Sale Consideration of the said Premises is exclusive of the GST and the Promoters hereby undertake to pay the amount of applicable GST in relation to the transaction contemplated herein to the competent authorities. Provided further that if on account of change/amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government or any other taxes become payable hereafter on the amounts payable by the Flat Purchaser/s to the Promoters in respect of this transaction and/or aforesaid taxes d is increased on account of revision by Authorities, the Flat Purchaser/s shall be solely and exclusively liable to bear and pay the same and the Flat Purchaser/s do and doth hereby agree and

The Promoters hereby agree to observe perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or any time thereafter and has obtained Part Occupation Certificate dated 29th October, 2020 bearing No. CHE/ES/1679/L/337(NEW)/OCC/1/New of 29th October 2020 in respect of the said Premises. The Flat Purchaser/s has also been informed that the Promoters shall continue with in balance development works on the said Property including but not limited to development of common/limited common areas, amenities, Mechnical Puzzle car parking system and facilities to be provided by the Promoters to the Flat Purchaser/s is more particularly described in the THIRD SCHEDULE hereunder written and Flat Purchaser/s has no objection for the same;

undertake to indemnify and keep indemnified the Promoters and its

successors-in-title and assigns in respect thereof.

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financial institutions, loan / financial assistance for development of the said Property including the said building in which the said flat is situated and as a security for the payment thereof it may create security on the said Property together with the said building to be constructed thereon. The Flat Purchaser/s hereby consent/s to the Promoters availing such loan and/or financial assistance on such terms and conditions as the Promoters may deem fit and proper subject to the repayment thereof with interest by the Promoters. The Flat Purchaser/s will not be responsible for any arrangement/ agreement entered into by the Promoters with any banks/ financial institutions and the Promoters are alone shall be responsible and liable for repayment of any loan or financial facilities that may be availed by the Promoters.

- 6.1 The Flat Purchaser/s shall make timely payments of the Balance Sale Consideration and all other dues payable by him/her/them/it and meeting, complying with and fulfilling all his/her/their/its obligations under this Agreement. This term is germans to transaction.
- Without prejudice to the right of the Promoters to take 6.2 breach arising out of delay in payment of the installments on the due dates, the Flat Purchaser/s shall be bound and liable to interest as per State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum with monthly rests, on all the amounts which become due and payable by the Flat Purchaser/s to the Promoters till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoters under this Agreement, nor shall it be construed as condonation of delay by the Promoters. The amount of interest may be informed to the Flat Purchaser/s from time to time or on completion of the said Project/said Premises, and the Flat Purchaser/s has agreed to pay the same as and when demanded before the possession of the said Premises.
- 7 (i) Within 15 days of receipt and realization of full balance sale consideration and amounts specified in Clause 17 and Clause 18

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herein the Promoters shall give possession of the said Premises to the

(ii) If the Flat Purchaser/s fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then the Flat Purchaser/s shall at the option of the Promoters pay to the Promoters interest at the Interest Rate, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate;

(iii) Without prejudice to the right of the Promoters to charge interest at

the Interest Rate mentioned at Clause 7(ii) above, and any other rights and remedies available to the Promoters (a) on the Flat Purchaser/s committing any default of payment on the due date of any amount due and payable by the Flat Purchaser/s to the Promoters under this Agreement (including his/her/their/its proportionate share of taxes levied by the concerned local authority other outgoings but excluding GST), the Promoters shall be entitled to, at its own option and discretion, to terminate this Agreement. Provided that, the Promoters shall give a notice of 7 (seven) days in writing to the Flat Purchaser/s ("Default Notice"), by counter e-mail / registered post A.D. at the address provided by the Flat Furchaser/s, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of the terms and conditions in respect of which it is intended to terminate this Agreement. If the Flat Purchaser/s fails to rectify the breach or breaches mentioned by the Promoters within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice the Promoters shall be entitled to terminate this Agreement by issuance of a written notice to the Flat Purchaser/s ("Promoters Termination Notice"), by courier / e-mail / registered post A.D. at the address provided by the Flat Purchaser/s. On the receipt of the Promoters Termination Notice by the Flat Purchaser/s, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this Sub-Clause, the Promoters shall be entitled to (i) deal with and/or dispose of or alienate the said

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Premises and car parking space in the manner as the Promoters may deem fit without any reference or recourse to the Flat Purchaser/s; and (ii) the Promoters shall be entitled to adjust and recover from the Flat Purchaser/s (a) pre-determined and agreed liquidated damages equivalent to Rs.20,00,000/- (Rupees Twenty Lakh only) from out of total sale consideration paid till then by the Flat Purchaser to the Promoter hereunder as liquidated damages along with any losses that may accrue to the Promoters, by reason of such termination including any diminution in sale price or market value of the said Premises prevailing at the time of termination; (b) brokerage fees; (c) all other taxes and outgoings, if any due and payable in respect of the said Premises up to the date of Promoters Termination Notice; (d) the amount of interest payable by the Flat Purchaser/s in terms of this Agreement from the date of default in payment till the date of Promoters Termination Notice as aforesaid; Upon the termination of this Agreement, the Flat Purchaser/s shall have no claim/right/ of any nature whatsoever against the Promoters and/or the said Premises and/or the car park/s or any part thereof. Further, the Flat Purchaser agrees and records that REC liquidated damages mutually agreed is fair and reasonables Further, upon termination of this agreement, the Promoters sha not be liable to pay to the Flat Purchaser/s any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Flat Purchaser/s any Government Charges such as GST, Stamp Duty, Registration Fees etc. Further upon termination the parties shall forthwith execute and register Deed of Cancellation in the manner as may be mutually agreed and recorded separately and the stamp duty, registration fee and other costs and expenses whereof shall be borne and paid by the Flat Purchaser/s entirely. Simultaneous to the execution of this presents, the Flat Purchaser/s has executed a registered Power of Attorney in favour of the nominee of the Promoters to execute and register

Upon the possession of the said Premises being delivered to the Flat Purchaser/s, the Flat Purchaser/s shall be deemed to have granted a license to the Promoters, its engineers, workmen, laborer's or architects to enter upon the said Premises by reasonable notice in writing or in case of emergency without notice, for the purpose of rectifying any

Deed of Cancellation.

or damage to the building or if necessary any part of the said Premises provided the said Premises is restored to the same condition, as far as possible, after the restoration work or rectification of the defect or damage caused due to any act of commission or omission of the Flat Purchaser/s or his/her/their agents and the Flat Purchaser/s shall reimburse and/or pay to the Promoters or any other person the loss or damage suffered by them on account of the act of the Flat Purchaser/s or his/her/their agent/s. The Promoters shall not be liable for any theft or loss or inconvenience caused to the Flat Purchaser/s on account of entry to the said Premises as aforesaid. If the said Premises is closed and in the opinion of the Promoters any rectification or restoration is necessary in the interest of the building and/or purchasers therein, the Flat Purchaser/s hereby consent(s) to the Promoters to break open the lock on the main door/entrance of the said Premises and the Promoters shall not be liable for any loss, theft or inconvenience caused to the Flat us REAL aser/s on account of such entry into the said Premises.

The common areas, facilities and amenities in the said Project that may be usable by the Flat Purchaser/s are listed in the THIRD SCHEDULE hereunder written. The flat has not been provided with any internal fittings and fixtures in the said premises and the flat has been given in bare snell condition. The internal fittings and fixtures in the said Premises that shall be provided by the Promoters are listed in the FOURTH SCHEDULE hereunder written. The Promoters may charge the Flat Purchaser/s separately for any up-gradation/ changes specifically requested or approved by the Flat Purchaser/s in fittings, fixtures and specifications requested or approved by the Flat Purchaser/s in fittings, fixtures and specifications and any other facility which have been done on the Flat Purchaser's request or approval but which have not been agreed upon herein.

10 The Promoters shall form Common Organisation / Limited Company / Condominium / Society or any other association (hereinafter referred to as "the Common Organization") to comprise solely of the Flat Purchaser/s and other Purchaser/s of the said Project, in accordance with the applicable laws. The Promoters shall, even after formation of the said Common Organization be entitled to deal and dispose off such unsold Flats/Premises/Car Parking's as per its choice and on such terms

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and conditions and consideration as the Promoters may deel

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- 11, It is hereby expressly clarified, agreed and understood Retween the parties hereto that:
 - (a) The Promoters hereby declares that no part of the FSI relating to the said Property has been utilised by the Promoters elsewhere for any purpose whatsoever;
 - (b) The Promoters alone shall be entitled to use, utilise and consume the TDR loaded or to be loaded by it from any other outside free sale portion or Fungible FSI, for construction on the said property in any manner it deems fit and proper, and as may be legally permitted, whether now or at any time in future, including after execution of the Deed of Conveyance, or any other vesting document in respect of the said property or any part thereof, as aforesaid and the Promoters and/or Purchaser/s of the premises and/or the said Organisation shall not be entitled to use or consume the same at anytine are execution of conveyance or any other document vesting the title in the said Organisation:
 - (c) The entire unconsumed and residual F.S.I., if any in respect to the said Property, and the entire increased, additional incentive and extra F.S.I., Fungible FSI which may be available at any time hereafter in respect thereof for any reason whatsoever including because of change in the status, D.P. Plan, Rules, Regulations and bye-laws governing the FSI as also the F.S.I., Fungible FSI which may be available either before or after execution of the Deed of Conveyance, or any other vesting document in respect of the said Property or any part thereof, together with the said building, unto and in favour of the said Association on any account or due to any reason whatsoever, including on account of handing over to the Government or the Municipality any set back area, and/or due to any change in law, rules or regulations, shall absolutely and exclusively belong to and be available to the Promoters, free of all costs, charges and payments, and neither the Flat

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Purchaser/s herein, nor the said Association, common organisation shall have or claim any rights, benefits or interest Whatsoever including for use and consumption in respect 2029 thereof and/or of inconvenience :

> The Promoters alone shall have the full right, absolute (d) authority and unfettered discretion to use, utilize and consume the aforesaid FSI, TDR Fungible FSI and any other future FSI which may be by any name, respectively for construction on the said property as may be permitted by law till execution of deed of conveyance in favour of the said association/common organisation for the purpose of extending the said building thereon or any of them horizontally or vertically at the sole discretion of the promoters and/or for constructing any new and additional structures and floors thereon or in any of them, and/or otherwise howsoever, as the promoters may desire and deem fit and proper;

The lift machine room and water tank shall be located on the common terrace above the topmost floor and/or on the ground floor or in the basement of the said building at the sole discretion of the Promoters. The said common terrace is agreed to be left open to the sky for further and additional constructions thereon by the Promoters in future at any stage and/or time in terms of this Clause. Neither the Purchaser nor the said Association/Common Organisation nor its members will have any right to use or have any claim, right title or interest of whatsoever nature in the said common terrace, save and except for the purpose of inspection and maintenance of lift, lift room and water tanks;

- The said Association/Common Organisation shall admit as its (f) members all flats purchaser/s acquirers of such new and additional premises / tenements / premises / terraces in the said building:
- All such new and additional tenements, flats, premises, floors, (g) extensions, buildings and structures shall absolutely and

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exclusively belong to the Promoters as the case may be and neither the Flat Purchaser/s herein, nor the said Association / Common Organisation shall have or claim any gights, title, benefits or interests whatsoever in respect thereof, and the Promoters alone shall be entitled to deal with, sell, let or otherwise dispose of and transfer the same in any manner, to any person/party of its choice, for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, and neither the Flat Purchaser/s nor the said Association nor the said common organization shall raise any dispute or objection thereto and the Flat Purchaser/s hereby grant/s his/her/their irrevocable consent/s to the same:

- (h) The Flat Purchaser/s shall not at any time hereafter raise any objection or dispute on any ground whatsoever to the provisions of this clause, or to the Promoters exercising its rights as mentioned herein, nor shall he/she/they claim any abatement or reduction in the purchase price due to the same nor shall he/she/they claim any compensation or damages from the Promoters due to the same on any ground whatsoever, including on the ground of any inconvenience or nuisance which may be caused by the Promoters outling the and effecting such new and additional construction as mentioned hereinabove and/or of light and ventilation and/or
- (i) The provisions of this clause shall always be of the essence of this Agreement and shall run with the land and these covenants shall be included in the vesting document and;
- (j) Each of the aforesaid consents given by the Flat Purchaser/s shall be deemed to be specific written consent granted by the Flat Purchaser/s to the Promoters under section 7 (1) (ii) of the Maharashtra Ownership Flats Act, 1960.
- 12 Till the entire development of the said Project to its full development potential has been completed in all respects, the Flat

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Purchase /s/Common Organization shall not interfere in any manner in any work of development or construction and the Promoters alone shall

any work of development or construction and the Promoters alone shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided and the Flat Purchaser/s/ Common Organization shall have no right or interest in the enjoyment and control of the Promoters in this regard and the Purchaser/s/Common Organization shall not hinder or obstruct the Promoters in this regard or in the exercise by the Promoters of its aforesaid rights.

13 Within 6 (Six) months from the date of issuance of the Full Occupation Certificate with respect to the said Project, with the common areas, facilities and amenities described in the THIRD SCHEDULE hereunder written shall be conveyed to the Common Organization vide a registered Indenture of Conveyance ("Transfer Document"). The Common Organization shall be required to join in the execution and

resistration of the Transfer Document. The costs, expenses, charges, recommendated thereby, including the stamp duty and registration charges, shall be borne and paid by the Flat Purchaser/s and members of the Common Organization alone. Post the Transfer Document, the Common Organization shall be responsible for the operation and management and/or supervision of the said Property, said Project including common areas, facilities and amenities and the Promoters shall not be responsible for the same.

14 Defect Liability:

(i) If within a period of five years from the date of handing over the said Premises to the Flat Purchaser/s, the Flat Purchaser/s brings to the notice of the Promoters any structural defect in the said Premises or the building in which the said Premises is situated or any defects on account of workmanship, quality or provision of service then, wherever possible such defects shall be rectified by the Promoters at its own cost and in case it is not possible to rectify such defects, then the Flat Purchaser/s to receive from the Promoter,

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compensation for such defect in the manner as provided inder the Act:

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Provided however, that the Flat Purchase হৈ কাম প্তা carry out (ii) any alterations of whatsoever nature in the said Premises and in specific the structure of the said premises/the said building which shall include but not limit to columns, beams etc., or in the fittings therein, in particular it is hereby agreed that the Flat Purchaser/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of water. If any of such works are carried out without the written consent of the Promoters the defect liability shall automatically become inoperative. The word 'defect' here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoters, and shall not mean defect/s caused by normal wear and tear and by negligent use of the said Premises by the Occupants, vagaries of nature etc.;

- It shall be the responsibility of the Flat Purchaser/s (iii) the said Premises in a proper manner and take all due needed including but not limited to the joints in the ties in t said Premises are regularly filled with white cement epoxy prevent water seepage:
- Further where the manufacturer warranty as shown by the (iv) Promoters to the Flat Purchaser/s ends before the defects liability period and such warranties are covered under the maintenance of the said Premises /said building, and if the annual maintenance contracts are not done/renewed by the Flat Purchaser/s, then the Promoters shall not be responsible for any defects occurring due to the same;
- (v) That the Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipments, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the

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premises and the common project amenities wherever applicable;

That the Flat Purchaser/s has been made aware and that the Flat Purchaser/s expressly agrees that the regular wear and tear of the said Premises /said building includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect;

- (vii) It is expressly agreed that before any liability of defect is claimed by or on behalf of the Flat Purchaser/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and access the same and shall then submit a report to state the defects in materials used, in the structure built of the premises/building and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.
- The Flat Furchaser/s shall use the said Premises or any part thereof or permit the same to be used only for the residential purpose for which the same has been allotted. The Flat Purchaser/s shall use the car parking space for his/her/their own Light Motor Vehicle only and not for storing goods and other items.
- 16 The Flat Purchaser/s shall bear and pay the proportionate municipal taxes, maintenance charges and all other outgoings in respect of the said Project in which the said Premises are situated. The common expenses in respect of the said Property shall be shared by the purchasers of flats and premises of the said Project in which the said Premises is situated in proportion to the area of their respective flat/premises.
- 17 The Flat Purchaser/s shall on or before delivery of possession of the said Premises keep deposited with the Promoters the following additional amounts:

(i) Rs. <u>50,000/-</u> for legal charges and expenses.

Rs. 350/- for share money and entrance fees.

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(iii) Rs. 1,000/- for formation and registration of the said common organization / association.

the said common 39 700 taxes and other

(iv) Rs. 4,36,200/- for proportionate share of taxes and outgoings for a period of 24 months.

- (v) Rs. <u>50,000/-</u> for water meter and electric meter charges and towards costs of electric sub-station and cables.
- (vi) Rs. <u>1,00,000/-</u> towards proportionate share of development charges and LUC taxes or at actual as the case may be.
- (vii) Rs. <u>15,000</u>/- towards proportionate share of MGNL piped gas pipeline (if applicable).
- (viii) Rs. 1,00,000/- towards Club Charges.

(ix) Rs. 2,00,000/- towards Conveyance Deed / Transfer Deed and other legal charges and expenses.

(x) Rs. 2,00,000/- for proportionate share of Municipal Property

Taxes for a period of 24 months.

The above amounts are not refundable and not satements will be required to be given by the Promoters to the Flat Purchaser/s individually in respect of the above amounts deposited by the Flat Purchaser/s with the Promoters. The GST at the rate of 18% shall be on sums specified in clause 17 (i) to (ix) by the Flat Purchaser/s.

- 18 The Promoters shall without having to render any account of whatsoever nature either to the Flat Purchaser(s) or common organization utilize the sum specified in Clause 17(i) paid by the Flat Purchaser/s to the Promoters for meeting all legal costs, charges and expenses including professional costs of the Attorney-at-law/advocates of the Promoters in connection with formation of the said Common Organization, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the Conveyance and also utilize sums specified in Clause '17(iv), (vi) and (ix) for the purposes mentioned therein.
- 18.1 Upon execution of the Registered Agreement of the said Premises to the Flat Purchaser/s by the Promoter, the Flat Purchaser/s shall be liable to

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bear and ay the proportionate share (i.e. in proportion to the floor area of the said premises) of outgoings in respect of the said Property and the said building/s namely local taxes, betterment charges or such other 30R9 levies by the concerned local authority and/or Government, water charges, insurance, common light, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said Property and the said building. Until the said Association / Common Organisation is formed and the said Property and the said building transferred to it, the Flat Purchaser/s shall pay to the Promoters such proportionate share of outgoings as may be determined. At the time of being handed over possession of the said premises, the Flat Purchaser/s shall pay to the Promoters a sum of Rs.4,36,200/- equivalent to two year's outgoings approximately by way of security deposit for payment of such outgoings. The Purchaser/s shall also pay to the Promoters such proportionate share of property tax payable to M. C. G. M. pertaining to their flat at the time of being handed over possession of the said premises, the Flat Purchaser/s shall pay to the Promoters a sum of Rs.2,00,000/sequivalent to two year's property tax approximately by way of security denosit, for payment of such property tax. However, if there is any increase in the property tax as charged / claimed by MCGM then the increase in property tax shall be paid by the Purchaser/s within 7 days from the date of intimation by Promoters to the Purchaser/s without raising any objection thereto. The amounts so paid by the Flat Purchaser/s to the Promoters shall not carry any interest and remain with the Promoters until a conveyance is executed in favour of the said Association / Common Organisation as aforesaid. The Flat Purchaser/s undertake/s to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

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The above purchase price does not include the following charge duty and Registration fees pertaining to the said Flat/Unit.

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Stamp duty and Registration fees penalging to the said Flat/Unit.

- Legal charges for Sale Agreement documentation and Conveyance Deed.
- Charges for Society / Common Organisation Formation. c)
- d) Service Tax, VAT, GST, Works Contract Tax, impositions and or any other taxes, cess, labour cess and charges that shall be levied or become leviable in future by MCGM or any other Government Authorities and also such other charges, escalations imposed by MCGM or any other Semi Government or State Government or Central Government Authorities or statutory or bodies.
- Electricity Meter Connection charges, Water connection e) charges, Electric Sub Station charges and Debris Deposit.
- Common maintenance charges and property tax. f)
- 18.2 The Purchaser(s)/Unit Holder(s) hereby unconditionally agreels undertake/s to pay to the Builders/Promoters, all the a whatsoever nature payable to Builder / Promoters under this Ada including but not limited to the instalments of the consideration amount payable under clause 17 (i) to 17 (x), and 18.1 hereinabove, on their respective due dates and upon the Purchaser(s)/Unit Holder(s) failure to do so for any reason whatsoever, the Purchaser(s)/Unit Holder(s) shall pay to the Promoters interest at the rate of 18% (Eighteen Percent) per annum on all such amounts of whatsoever nature, from the respective due date/s of payment of such amount/s, till the payment thereof.
- 19 The Flat Purchaser/s hereby agrees that in the event if any amount by way of premium or security deposit or fire cess is paid to the MCGM or to the State Government or betterment charges or development tax or security deposit for the purpose of giving water connection or any other tax or repayment of a similar nature becoming payable by the Promoters the same shall be reimbursed by the Flat Purchaser/s to the Promoters within 7 days from the date of intimation by the Promoter/s to the Purchaser/s in proportion of the carpet area of the said Premises agreed to be acquired by the Flat Purchaser/s and in determining such amount,

the decision of the Promoters shall be conclusive and binding upon the Plat Purchaser/s. The Purchaser/s do and doth hereby agree and successors in title and assigns in respect thereof.

- 20 The Promoters hereby represent and warrant to the Purchaser/s as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Title Certificate: -
 - (i) The Promoters have a clear and marketable title and has the requisite rights to carry out the development upon the said Project Land and also has actual, physical and legal possession of the said Project Land for the implementation of the said Project;
 - (ii) The Promoters have the lawful rights and the requisite approvals from the Competent Authorities to carry out the development of the said Project and shall obtain the requisite approvals from time to time to complete the development of the said Project;

There are no encumbrances upon the said Project, save and except those disclosed to the Purchaser/s;

There are no litigations pending before any Court of law with respect to the said Project, save and except those disclosed to the Purchaser/s;

- (v) All the approvals, licenses and permits issued by the Competent Authorities with respect to the said Project, are valid and subsisting and have been obtained by following the due process of law. Further, all approvals, licenses and permits to be issued by the Competent Authorities with respect to the said Project shall be obtained by following the due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Project and the common areas;
- (vi) The Promoters have the right to enter into this Agreement and has not committed or omitted to perform any act or

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(vii) The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Project Land and the said Premises, which will, in any manner, affect the rights of the Purchaser/s under this Agreement;

- (viii) The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Premises to the Purchaser/s in the manner contemplated in this Agreement;
- (ix) At the time of the execution of the Transfer Document, the Promoters shall hand over lawful, vacant, peaceful, physical possession of the common areas of the said Project;
- (x) The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the Competent Authorities till obtaining of the Occupation Certificate and thereupon the same shall be proportionately borne by the Flat Purchaser/s / Resident members / Common Organization; and
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Project Land) has been received or served upon the Promoters in respect of the said Project Land and/or the Project, save and except those disclosed to the Purchaser/s.
- 21 The Flat Purchaser/s for himself/herself/themselves with intention to bring all persons into whosoever hand the said Premises may come, do hereby covenant with the Promoters as follows:

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To maintain the said Premises at the Flat Purchaser/s own cost in good tenantable repair and condition from the date of possession of the said Premises is taken and shall not do or suffer to be done anything in or to the said Project in which the said Premises is situated which may be against the rules, regulations or bye-laws of MCGM, concerned local or any other authority or change/alter or make addition in or to the said Premises itself or any part thereof;

(b) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Project in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, lifts, common passages or any other structure of the said Project including entrances of the said Project and in case any damage is caused to the building or the said Premises on account of negligence or default of the Flat Purchaser/s in this behalf, the Flat Purchaser/s shall be liable for the consequences of the breach;

To carry at his/her/their own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoters to the Flat Purchaser/s and shall not do or suffer to be done anything in or to the said Project in which the said Premises is situated or the said Premises which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Flat Purchaser/s committing any act in contravention of the above provision, the Flat Purchaser/s shall be responsible and liable for the consequence thereof to the concerned local authority and/or public authority;

(d) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration whatsoever in or to the said

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elevation and outside colour scheme of the said Project and shall keep the portion, sewers, drains pipes in the said Project and protect the other parts of the said Project and shall not chisel or in any other manner damage the columns, beam, walls, slabs or RCC Pardis or other structural changes in the said Premises without the prior written permission of the Promoters, MCGM and/or the said Common Organization;

- (e) The Flat Purchaser/s shall not carry out any changes in the internal structure of the said Premises without showing the plan in respect thereof to the Promoters and without obtaining prior permission in writing of the Promoters;
- Premises and/or carry out any changes in the said Premises so as to increase the area of the said Premises and/or put any grill which would affect the elevation of the said Project and/or carryout any unauthorized construction in the said Premises. In the event if any such change is carried out, the Flat Purchaser/s shall remove the same within 24 hours of notice in that regard from the Promoters. In the event if the Flat Purchaser/s fail to remove the same within the period of 24 hours, then the Promoters shall be entitled to enter upon the said Premises and remove such unauthorized construction and the Flat Purchaser/s hereby agree/s, undertake/s not to raise any objection for the same and/or demand any damages for the same from the Promoters:
- (g) The Flat Purchaser/s shall for maintaining proper elevation and for maintaining the exterior facade of the said Project, fix/fit only split A/c and fix compressors only in area provided, failing which the Flat Purchaser/s shall be liable and pay Rs.5000/- (Rupees Five Thousand Only) per day till such time the Flat Purchaser/s has/have removed A/c Compressor from any other place other than area provided for the same;

(h) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and the said Project or any part thereof or whereby any increase in premium shall become payable in respect of the insurance;

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Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Property and the building in which the said Premises is situated;

(j) Pay to the Promoters within 7 (seven) days of demand by the Promoters, his/her/their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connected to the said Project in which the said Premises is situated;

To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other ublic authority, on account of change of user of the said emises by the Flat Purchaser/s viz. user for any purposes of er than purpose for which the same is allotted;

he Flat Purchaser/s shall not let, sub-let, transfer, assign or part with the Flat Purchaser/s' interest or benefit factor of this Agreement or part with the possession of the said Premises until all the dues payable by the Flat Purchaser/s to the Promoters under this Agreement are fully paid-up and only if the Flat Purchaser/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Flat Purchaser/s has/have obtained the prior written permission / NOC of the Promoters;

(m) The Flat Purchaser/s shall observe and perform all the rules and regulations which the said Common Organization may adopt at its/their inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Project and the said Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time

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being of the concerned local authority and of the Government and other public bodies. The Flat Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the said Common Organization regarding the occupation and use of the said Premises in the said Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other monthly maintenance out-goings in accordance with the terms of this Agreement;

- (n) The Flat Purchaser/s hereby agrees that in the event of any amount by way of betterment charges or development tax or any other tax or payment of a similar nature becoming payable by the Promoters in respect of the said Project, the same shall be reimbursed by the Flat Purchaser/s to the Promoters in proportion that the area of the said Premises agreed to be purchased by the Flat Purchaser/s bears to the area of the whole building and in determining such amount the decision the Promoters shall be conclusive and binding upon the Flat Purchaser/s;
- (o) Till the Conveyance Deed of the said Property is executed in favour of the Common Organization, the Flat Purchaser/s shall permit the Promoters and its servants and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Property and the said Project or any part thereof to view and examine the state and condition thereof;
- (p) The Flat Purchaser/s shall be responsible to bear and pay and/or reimburse to the Promoters, all statutory taxes, dues, levies and duties by whatever name called and/or of whatsoever nature including but not limited to Goods and Service Tax levied/charged by the State and/or Central Government or any other competent authority in respect of this Agreement and/or on the transaction contemplated hereby ("Amount of Tax"). The Amount of Tax payable shall be payable at the time of paying each installment of the balance consideration payable against the possession of the said Premises by the Promoters or within 7 (seven) days of the

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The Flat Purchaser/s is/are fully aware of the provisions of the amended Bombay Stamp Act and the Bombay (Determination of True Market Value of Property) Rules, 1995. If any deficiency in Stamp duty already paid on this Agreement is required to be paid or is claimed by the Collector of Stamps or concerned authority, the same shall be borne and paid by the Flat Purchaser/s alone including the penalty if any. The Flat Purchaser/s shall not hold the Promoters liable and/or responsible towards the said stamp duty.

Flat Purchaser/s alongwith other purchasers/acquirers of premises in the said building shall join in forming and registering the said Association / Common Organisation as may be decided by the Promoters to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the said Association / Common Organisation and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoters within ten days of the same being forwarded by the Promoters to the Flat Purchaser/s, so as to enable the Promoters to register the organization of the Flat Purchaser/s under Section 10 of the said Act within the time limit prescribed by rule 8 of the MOFA.

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No objection shall be taken by the Flat Purchaser's if any q changes or modifications are made in the draft bye-laws or the Memorandum and/or Article of Association, as may be required by the Sub-Registrar of Assurances/Registrar of Cooperative Societies/Registrar of Companies or such other authority, as the case may be, or any other Competent Authority.

It is expressly and specifically clarified, agreed, understood (s) and confirmed by and between the parties hereto that all the unsold flats and other premises including car parking spaces in the stilt/open space/garage(s)/podiums/parking in the compound, etc. in the said building shall at all times, including after the formation and registration of the said Association / Common Organisation and/or after the conveyance and/or transfer of the said building and the said Property in favour of the said Association / Common Organisation, be and remain the absolute property of the Promoters and the Promoters may if it so desires, become member of the said/Associations Common Organisation in respect thereof, and the Romoters shall have full right, absolute power and authority and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Flat Purchaser/s herein, nor the said Association / Common Organisation shall object to or dispute the same. On the Promoters intimating to the said Association/common organization the name or names of the Purchaser/s or acquirer/s of such unsold flats, premises, etc., the said Association / Common Organisation shall forthwith accept and admit such Purchaser/s and acquirer/s as their member/s and shareholder/s, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same, and without charging/recovering from them any premium, fees, donation or any other amount of whatsoever nature in respect thereof. The Promoters shall not be liable to pay any

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maintenance charges, etc. in respect of the unsold flat, car parking spaces, premises, etc. save and except the municipal taxes with effect from the date of grant of occupation/completion certificate. Provided however in the event the Promoters occupies or permits occupation of any flat such occupant or Promoters as the case may be shall be liable to pay the maintenance charges, etc. in respect thereof.

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22 (a) It is understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the flats in the said Project, if any, shall belong exclusively to the respective purchaser/s of the terrace flat and such terrace space is intended for exclusive use of the respective terrace flat purchaser/s who shall be solely and exclusively responsible to maintain and repair the said terrace space and keep the same in good clean and tenantable conditions at all times at his/her/their own costs and expenses. The said terrace shall not be enclosed by the terrace flat purchaser/s till the permission in writing is obtained from the MCGM, concerned local authority and the Promoters or the said Common Organization, as the case may be. Provided however that the open spaces in the building compound, terrace on the top floor, etc. of the said Projects shall belong exclusively to the Promoters and they alone shall have right to allot, use or create third party rights with regard to such spaces;

(b) The Flat Purchaser/s hereby consent/s to the grant of exclusive usage of the said attached terrace/s to the Flat Purchaser/s of the said Premises and hereby state/s, declare/s and covenant/s that neither the Flat Purchaser/s nor the Common Organisation will have any right to use or have any claim, right, title or interest of whatsoever nature in such attached terrace/s. It is agreed that the aforesaid right in favour of the Flat Purchaser/s of the said Premises with attached terraces shall be covenant running with the land and shall form part of the conveyance of the said Property and the said Project in favour of the said Association / Common Organisation.

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- 23 The Promoters shall, in respect of any amount or due's whatsoever 9 remaining unpaid by the Purchaser(s) under this Agreement shall have the first and paramount lien and charge on the said flat agreed to be purchased / allotted / acquired by the Purchaser(s) hereunder.
 - (a) In case any security deposit or any other charges other that the charges as mentioned as per clause 18 are demanded by any Authority for the purpose of providing water, electricity, sewerage, drainage and/or any other appropriate connection to the said building the same shall be payable by all the Purchaser(s)/Unit Holder(s) in proportionate share and the Purchaser(s)/Unit Holder(s) agrees to pay on demand to the Builder his/her/their share of such deposits/charges.
- 24 The said Project shall always be known as "Sahil Exotica" and its name will not be changed at any time without prior written consent of the Promoters.
- 25 The Flat Purchaser/s along with other purchasers/acquirers of (i) premises in the said building shall join in forming and registering the said Association / Common Organisation as may be decided by the Promoters to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the said Association / Common Organisation and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoters within ten days of the same being forwarded by the Promoters to the Flat Purchaser/s, so as to enable the Promoters to register the organization of the Flat Purchaser/s under Section 10 of the said Act within the time limit prescribed by rule 8 of the MOFA. No objection shall be taken by the Flat Purchaser/s if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Article of Association, as may be required by the Sub-Registrar of Assurances/Registrar of Cooperative Societies/Registrar of Companies or such other

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authority, as the case may be, or any other Competent

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It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that all the unsold flats and other premises including car parking spaces in the stilt/open space/garage(s)/podiums/parking in the compound, etc. in the said building shall at all times, including after the formation and registration of the said Association / Common Organisation and/or after the conveyance and/or transfer of the said building and the said Property in favour of the said Association / Common Organisation, be and remain the absolute property of the Promoters and the Promoters may if it so desires, become member of the said Association / Common Organisation in respect thereof, and the Promoters I have full right, absolute power and authority, and shall be Unconditionally entitled to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Flat Purchaser/s herein, nor the said Association / Common Organisation shall object to or dispute the same. On the Promoters intimating to the said Association/common organization the name or names of the Purchaser/s or acquirer/s of such unsold flats, premises, etc., the said Association / Common Organisation shall forthwith accept and admit such Purchaser/s and acquirer/s as their member/s and shareholder/s, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same, and without charging/recovering from them any premium, fees, donation or any other amount of whatsoever nature in respect thereof. The Promoters shall not be liable to pay any maintenance charges, etc. in respect of the unsold flat, car parking spaces, premises, etc. save and except the municipal with effect from the date occupation/completion certificate. Provided however in the event the Promoters occupies or permits occupation of any flat

such occupant or Promoters as the case may be start to - 9 liable to pay the maintenance charges, etc. in respect thereof.

It is further expressly clarified, agreed and understood by and (iii)

between the parties hereto and notwithstanding what is contained herein to the contrary that the open spaces in the building compound and that the common terrace above the topmost floor of the said building, shall always absolutely and exclusively belong to the Promoters and the Promoters shall have full right, absolute authority, and unfettered discretion to use the same in any lawful manner, including for putting up and displaying hoarding / advertisements thereon, or putting up any overhead water tank/s thereon to store and supply water to the occupants of the said buildings. The Promoters shall not be liable to pay any compensation, amount or charges whatsoever in respect of the same to the Flat Purchaser/s, or the said Association / Common Organisation and neither the Flate Purchaser/s nor the said Association / Common Organisation shall at any time raise any dispute or objection in this regard Use of the said common terrace may also be allowed to install, Dish Antenna/s, Relay Station/s for Cellular and Satellite Communications etc. for which purpose the Promoters shall be entitled to enter into suitable arrangement/s or agreement/s with any person/s on such terms and conditions as the Promoters deems fit and to receive/collect such contract monies/rents as consideration thereof from such person/parties/ Purchasers. It is hereby expressly agreed that in case of vertical expansion of the said building by way of additional floor/s, the Promoters shall be entitled to shift the water tank/s. Dish Antenna/s, Relay Station/s for Cellular and Satellite Communications etc. either over and above such additional floor/s and/or extension or such other place/s as may be convenient to the Promoters and the Flat Purchaser/s and/or the said Association shall not be entitled to raise any objection and/or create any hindrance in any manner whatsoever. The Flat Purchaser/s will permit the authorised representative/s deputed by the Promoter/ Association/ to go to the said common terrace to install, check up and/or service Dish

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Antenna and/or any other electronic gadgets etc. and for repairs and maintenance of the tank/s and/or such other common facilities, at all reasonable times. It is agreed that the aforesaid rights in favour of the Promoters shall be covenants running with the land and shall form part of the conveyance when executed in favour of the said Association or common organization as specified hereinabove.

26 Mortgage / Financial Assistance:

26.1 After the Promoters executes this Agreement, it shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created, then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Flat Purchaser/s who has taken or agreed to take the said Premises:

Subject to terms and conditions of these presents, the Flat Purchaser/s has/have permitted the Promoters to raise construction loan, project finance loan, loan against the said Property and / or other constructed Flats/ Units/ Premises in the said Building (save and except the said Premises), underwriting by mortgaging, hypothecating Receivables and/or said Property (including but not limited to mortgage by way of deposit of title deeds) from Bank/financial institution/Non Banking Financial Corporation ("Lenders") and without having to seek further consent from Flat Purchaser/s in any manner whatsoever, written or otherwise, but without the Flat Purchaser/s being responsible / liable towards its repayment and incurring any liability in any manner whatsoever (financial or otherwise);

26.3 The sole liability to repay the loan amount together with interest/penalty so occurred under such mortgage/facility shall be of the Promoters alone, and the Promoters have also assured and undertaken to the Flat Purchaser/s that they shall pay the loan amount together with interest/penalty to the Lenders by installment and/or as may be demanded by the

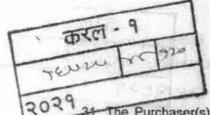
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Lenders from time to time without committing any default thereof and keep the Flat Purchaser/s herein fully indemnified in respect thereof.

- 27 It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Project shall equally be applicable to and enforceable against any subsequent Purchaser/s of the said Premises, in case of a transfer, as the said obligations go along with the said Premises, for all intents and purposes.
- 28 This Agreement, along with its Schedules and Annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, booking form, letter of acceptance, allotment letter correspondences, arrangements, whether written or oral, parties between the Parties in regard to the said Premises.
- 29 Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Flat Purchaser/s by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach of non-compliance of any of the terms and conditions of this Agreement by the Flat Purchaser/s nor shall the same in any manner prejudice the rights of the Promoters.
- 30 The aforesaid Agreement to Sale, Deed/s of Conveyance, Vesting Documents and/or any other and all related/incidental deeds, documents and writings shall be prepared by the Advocates & Solicitors of the Promoters. The costs of the Legal fees shall be borne by the Purchaser(s) / acquirer/s proportionately. The Agreements and Vesting Documents shall contain such provisions, terms, conditions and covenants as the Promoters may in its sole and absolute discretion deem fit and proper, including those contained and referred to in this Agreement, with such alterations, additions and modifications therein as the Promoters may in its sole absolute and unfettered discretion deem fit and proper, and they shall run with the land and neither the Purchaser(s) nor the said common organisation shall raise any objection or dispute in respect of the same, and this clause shall be of essence of this Agreement;

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The Purchaser(s) covenants, agrees, undertakes and assures what is stated hereinafter and further agrees that the provisions, terms conditions and covenants to be incorporated in the aforesaid deeds and documents shall inter-alia be in respect of and shall form part of such documents the following: -

The obligation of the Purchaser(s) and the said common organisation to indemnify, and keep indemnified, saved, defended and harmless at all times, the Promoters, and or respective successors and assigns, from and against all costs, charges, expenses, suits, proceedings, duties, fines, penalties, losses, damages, claims, demands, etc., that the Promoters and/or their respective successors and assigns may have to bear, pay, incur, suffer, by virtue or reason of the Purchaser(s) and/or the said common organisation commit any breach, default or violation in the due observance and performance of any of the terms, conditions covenants stipulations, restrictions and/or provisions mentioned herein and/or any other deed, document or writing executed or to be executed hereafter between the parties hereto; and

The exclusive rights of the Promoter in respect of the right to allot stilt parking spaces and open mechanical puzzle car parking spaces to flat Purchaser(s).

- (iii) The obligation of the Purchaser(s) acquirers of residential flats in the building, to pay deficit or short-falls provided in clause 17 (i) to 17 (ix) and 18 to 18.1 herein.
- (iv) The obligation of the Purchaser(s) / acquirers of residential flats in the building, to pay amounts on actuals (as applicable) on demand by the Builders/ Promoters provided in clause 17 (i) to 17 (ix) and 18 to 18.1 herein.
- 32 The Flat Purchaser/s hereby agrees, undertake/s and covenant/s with the Promoters that neither he / she / they, nor the said Association / Common Organization shall at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests.

privileges or authorities reserved by, or granted to the Promoters under this Agreement, or any other deed, document or writing that may be entered into and executed between the parties here of those of the Promoters as mentioned herein, and the Flat Purchaser/s and the said Association or said common organization shall be bound and liable to render to the Promoters, all necessary assistance and co-operation, to enable it to exercise and avail of the same.

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- 33 Irrespective of disputes, if any, arising between the Promoters and the Flat Purchaser/s and/or the said Association / Common Organisation, all amounts, contributions and deposits including amounts payable by the Flat Purchaser/s to the Promoters under this Agreement shall always be paid punctually by the Flat Purchaser/s to the Promoters and shall not be withheld by the Flat Purchaser/s for any reasons whatsoever.
- The Flat Purchaser/s shall sign all papers and documents and do all other things that the Promoters may require it to do from time to time in this, behalf including for safeguarding the interests of the Promoters and holders of other flats premises / parking spaces / hoarding space, etc. in, said building on the said Property.
- The Purchaser(s) shall also pay to the Promoters his/her/their proportionate share of the stamp duty and registration charges or transfer charges payable by the said Common Organisation on the Deed/s of Conveyance/ and all other deeds, vesting documents and any other transfer documents writings to be executed for the transfer of the said buildings unto and jointly in favour of the said Common Organisation thereof. The Purchaser(s) undertakes not to with hold the amount payable under this clause due to any reason whatsoever.
- of premium or security deposit or fire cess is paid to the MCGM or to the State Government or betterment charges or development tax or security deposit for the purpose of giving water connection or any other tax or repayment of a similar nature becoming payable by the Promoters on actual basis, the same shall be reimbursed by the Purchaser(s) to the Promoters in proportion of the area of the said flat agreed to be acquired

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by the Purchaser(s) and in determining such amount, the decision of the
 Premoters shall be conclusive and binding upon the Purchaser(s).

37 It is turther agreed

It is further agreed between the Promoters and the Purchaser(s) that at the time of execution of conveyance, vesting documents or any other transfer documents in favour of the said common organisation that may be formed by all the Flat Purchaser(s), the Purchaser(s) and/or the said Common Organisation shall reimburse to the Promoters all the deposits, and other refundable deposits paid by the Promoters in respect of the said building.

- (a) The Purchaser(s) shall alone bear and pay the entire stamp duty, registration charges, fines, penalties, and other costs, charges and expenses and other charges incidental in respect of this Agreement or deed of purtment. The Purchaser(s) shall lodge this Agreement for registration with the Sub-Registrar of Assurances, within the time limit prescribed by the Registration Act, 1908. The Promoters and or their agents and or their power of attorney holders shall attend such office and admit execution of this Agreement, after the Purchaser(s) informs and or intimates them of the particulars and the number under which this Agreement is lodged for registration.
- (b) The Purchaser(s) herein and the Purchaser(s) acquirers of flats in the buildings to be constructed on the said property and/or the said Common Organisation only shall bear and pay the entire stamp duty, registration charges, fines, penalties, and other costs, charges and expenses in respect of the Deed/s of Conveyance, Vesting Documents or any other transfer documents for transferring the said buildings constructed on said property and land beneath the same either in favour of the said Common Organisation and or legal body as may be formed by all Purchaser(s) of the flat premises in the said building/s and all related deeds, documents and writings, including those mentioned herein, and the Promoters shall not be liable or responsible for payment of the same. The terms of this clause shall be of the essence of this Agreement, and shall be essential term of this Agreement, and non-payment of any of such amounts / sums

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shall be treated as a serious breach of the agreement, undertaking and covenant by the Purchaser(s).

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39 The Purchaser(s) undertakes that in the event of any Service Tax. Works Contract Tax, Value Added Tax (VAT), Gd October Service Tax etc and any other imposts/impositions are levied or leviable in future by the Central Government or State Government or Semi Government or any statutory authorities or bodies in respect of the Agreement For Sale and/or the purchase price and consideration payable under the said Agreement and/or in respect of the said premises, then in such event, Flat Purchaser/s undertakes that within 10 (Ten) days of a written demand made on them by Promoter(s), he / she / they shall pay such amount of service tax / VAT / GST/ imposts / impositions or tax or by whatever name it shall be called with interest (as the case may be) in addition to the installment of the purchase price, without any delay of demur and further covenants to indemnify and keep the Promoter fully indemnified in respect of the non-payment or delayed payment thereof The Purchaser(s) further undertakes that he/ she/ they shall not with hold the above payment of service tax, VAT, GST or any taxes for any reason whatsoever. The terms of this clause shall be of the essence of this Agreement, and shall be essential term of this Agreement, and nonpayment of any of such amounts / sums shall be treated as a serious breach of the agreement, undertaking and covenant by the Purchaser(s).

- 40 Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Flat Purchaser/s by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach of non-compliance of any of the terms and conditions of this Agreement by the Flat Purchaser/s nor shall the same in any manner prejudice the rights of the Promoters.
- 41 This Agreement sets forth the entire Agreement and understanding between the Promoters and the Flat Purchaser/s and supersedes, 'cancels and merges:
 - (a) All Agreement, negotiations, commitments writings between the Flat Purchaser/s/ and Promoters prior to the date of execution of this Agreement;

15

(b) All the representations, warranties, commitments etc. made by the Promoters in any documents, brochures, hoarding etc. and /or through on any other medium;

The Promoters shall not be bound by any such prior agreement, negotiations, commitments, writings, discussions, representations, warranties and /or compliance thereof other than expressly agreed by the Promoters under this Agreement.

The Flat Purchaser/s shall present this agreement for registration within the time prescribed by the Registration Act, 1908 and intimate to the Promoters the serial number under which the same is lodged for registration and thereafter the Promoters shall within the time limit prescribed by the Registration Act, 1908 attend such office and admit the

All letters, notices, circulars, receipts issued by the Promoters as contemplated by and under this Agreement shall be deemed to have been duly served/delivered to the Flat Purchaser/s and shall discharge the Promoters completely and effectually of its obligations, if sent to the Flat Purchaser/s under Certificate of Posting or registered Post Acknowledgement Due at the following address (or at any other address as may have been subsequently notified by the Flat Purchaser/s as and by way of change of address and if such change is confirmed by the Promoters):

Flat No. 104, Devdatta CHS. Ltd.,

Rajaram Tawde Road, Near Datta Mandir,

Dahisar West, Mumbi - 400068

or

manishsave71@gmail.com if sent by e - mail.

This Agreement shall be subject to the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 or the Maharashtra Apartment Ownership Act (Mah Act. No. XV of 1971) whichever may be adopted by the Promoters and RERA and the rules and regulations made thereunder. If any provision of this Agreement shall be determined to be

Jun 1/2 44

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void or unenforceable under the RERA or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this Agreement shall be deemed amended or deleted in so far as they are reasonably inconsistent with the purpose of this Agreement and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of the execution of this Agreement.

- 45 The Stamp Duty and Registration charges payable on this agreement as also proportionate stamp duty and registration charges on vesting documents shall be borne and paid by the Flat Purchaser/s alone.
- 46 The Agreement shall be subject to exclusive jurisdiction of Cours at Mumbai.

47 The Permanent Account Numbers of the parties hereto are as under

| Name | Permanent A/c. No. | |
|---|--------------------|--|
| BOMBAY CONSTRUCTION AND INFRAPROJECTS PRIVATE LIMITED | AAACB9795N | |
| MR. MANISH NARENDRA SAVE | AXUPS3780Q | |

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

THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece and parcel of land bearing Plot No.5 of Industrial Sub-Division of Survey No.1 and 2 and corresponding C.T.S. No.46/4 of the revenue Village Chandivali, Taluka Kurla within Greater Mumbai (then Bombay) and in the Registration Sub-District of Bandra and District Mumbai Suburban containing by admeasurement 3832.44 square yards equivalent to 3204.38 square meters or thereabouts (admeasuring 2984 square meters as per P.R. Card) situated lying and being at Kurla (West), Mumbai and bounded as under:

Your A

On or towards the North

By 33" Wide Road leading to Raheja Vihar;

On or towards the South

By 33" Wide Road leading to the said

property;

Oner towards the East

By Plot No.46/6;

On or towards the West

By Plot No.46/4.

3039

THE SECOND SCHEDULE ABOVE REFERRED TO:

Flat No. 405, admeasuring 65.43 square meters carpet area (as per the definition of the term "carpet area" under Section 2 (k) of RERA) on the 4th Floor of the building to be known as "SAHIL EXOTICA" under construction on the said Property more particularly described in the FIRST SCHEDULE hereinabove written.

However, the carpet area of the said premises in the presently approved plans (as approved by the MCGM in accordance with the provisions of the applicable DCR) is reflected as 63.31 square meters;

HE THIRD SCHEDULE ABOVE REFERRED TO

Nature, extent and description of common areas and facilities)

External Amenities

Grand Entrance to the Complex

- Double Height Exclusive Entrance Lobby with to the building
- Adequate light panels in common area.
- Security Cabin for Security Guards at the main entrance with intercom connection.
- Acrylic weatherproof external grade paints of reputed company on the exterior surface of the building.
- Intercom connection in all flats
- · Well decorated lobbies on all floors.
- Well planned internal layout with adequate lighting arrangement in compound premises.
- · Landscaped surroundings and paved compound.
- · Servant Toilet on every mezzanine floor.
- · Adequate car parking facility on the ground floor level.

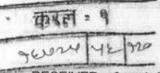
46

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THE FOURTH SCHEDULE ABOVE REFERRED TO (Nature, extent and description of internal fittings and fixtures in the said Premises Internal Amenities Vitrified tiles flooring in Living Room and Kitchen. Vitrified tiles flooring in all Bedrooms. Granite Platform in Kitchen with Stainless Steel Sink and S. S. Fittings of reputed make with wall tiles up to 2 height. Powder Coated Sliding Aluminum window frames with clear glass in all rooms. Concealed wiring of ISI mark quality in conduit pipe of reputed make with common T. V. / Telephone / E estrical Fan and Lighting Points with circuit breakers (MCB) and latest Electrical Modular Switches. Good quality Doors of reputed make in all Bedrooms & Toilets. Good quality Hardware Fittings on all Doors. All walls with Gypsum Punning finished and Plastic Pai internal walls and Ceilings. Concealed quality PVC Plumbing Pipes in the Building Concealed Plumbing with reputed brand Sanitary Ware in all Toilets Designer Bathrooms in imported Vitrified Tiles upto 7' height Water Proofing by branded / reputed company. For Bambay Construction & Infr SIGNED AND DELIVERED By the withinnamed Promoters BOMBAY CONSTRUCTION AND INFRAPROJECTS PVT. LTD. through the hands of its duly authorized MR. KAPIL NAGPAL in the presence of ... SIGNED AND DELIVERED by the withinnamed Flat Purchaser/s MR. Manish Narendra Save

47

in the presence of ...



RECEIPT

RECEIVED of and from the within named Flat Purchaser/s a sum of Rs.10,00,000/- (Rupees Ten Lakhs only) as and by way of earnest money/part consideration and balance consideration of Rs.1,50,97,400/-(Rupees One Crore Fifty Lakh Ninety-Seven Thousand Four Hundred only) plus TDS amount of Rs. 1,62,600/- to be payable by him/her/them paid to us as within mentioned, the details of which are as under:

(subject to realization of pay order/cheques enumerated hereunder)

| Pay Order / Cheque No./ UTR No. | Date | Drawn on | Amount (Rs.) |
|------------------------------------|------------|----------|--------------|
| ICICR52021101400687947 | 14.10.2021 | * | 10,00,000/- |
| | Pin Agen | TOTAL | 10,00,000/- |

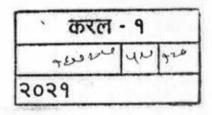


WE SAY RECEIVED

For, Bombay Construction and Infraprojects Put. Ltd. For Bombay Construction &

(Kapil Nagpal)

Authorized signatory



SERBERGES.

पावती

Orginal/Duplicate - - -

Friday, January 10, 2014

नोंदणी क्र. :39म

8:11 PM

Regn.:39M

दिनाक: 10/01/2014 पावती के.: 390

गावाचे नाव: चांदिवली

दस्तऐवजाना अनुक्रमांकः करल3-339-2014

इस्तऐवजाचा प्रकार : कुलमुखत्यारपत्र

सौंदर करणाऱ्याचे नावः बॉम्बे कंस्ट्रक्शन ॲंग्ड इंजिनियरिंग कंपनी पा लीमीटेड तफें भंचालक

कपित नलित नागपाल

नोंदणी की

8, 100.00

दस्त हाताळणी भी

₹ 380.00

वृष्टांची संख्या: 19

7. 480.00

आपणास मूळ दस्त ,यंबनेल प्रिंट व सीबी अंदाजे 8:26- भा सा वेळेस मिळेल.

KRL3

बाजार मुख्यः ठ.1 /-

OELIVERED

भरतेने मुद्रांक शुल्क : रु. 500/-

मोबदला: रु.0/-

सह. दुप्पल निबंधक

2) देवकाचा प्रकार: By Cash रहम: रु 380/-

1) देवकाचा प्रकार: By Cash रहाम: च 100/- रिन्टो- ३ (सर्ग-२)

DELIVERED

कृत दल, रकेंग्र कि व कि ही, किस्सी

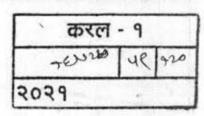


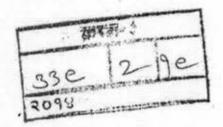
Data of Bank Receipt for GRN MH001021019201314R

Bank - IDBI BANK करल-३ Bank/Branch Pmt Txn id : 35047764 Pmt DtTime : 26/12/2013 18:57:18 Print DtTime ChallanidNo . 69103332013122651428 O RAS GRN District PASSTERLS JESUS REGISTRAR KURLA NO 3 StDutt RgnFparts Thyords: Five Hundred Rupees Only) 48(n)Only for verification-not to be printed and used RgnFee Amt Article Prop Mybity Consideration : 1.00/ot No 46 of 4Chandivali Farm , Chandivali PowaiMumbai Duty Payer B9795N Bombay Construction and Engineering Co Pvt Ltd Other Park 2029 Strutan K Mehta Bank Scroll Date : 27/12/2013 RBI Credit Date : 27/12/2013 Mobile Number : 919768388090



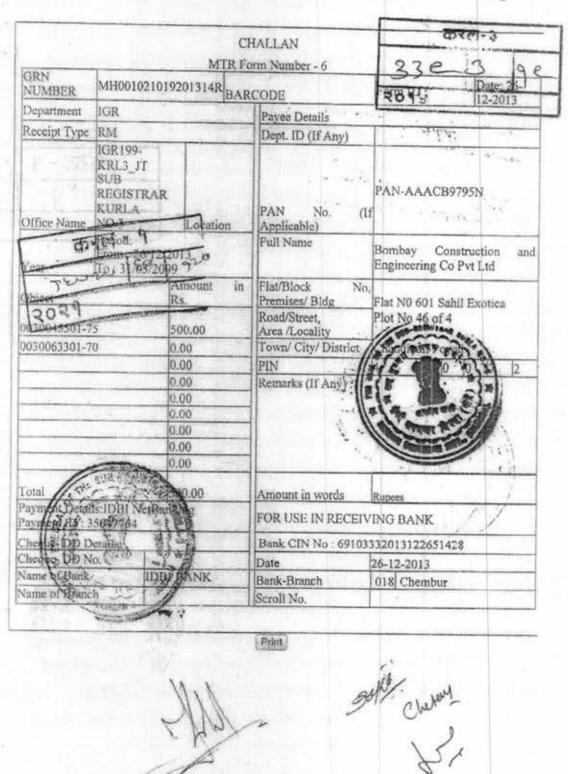




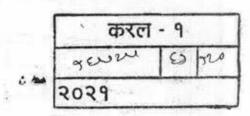


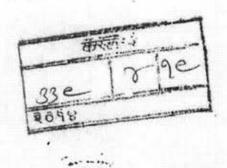






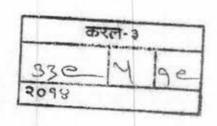
https://corp.idbibank.co.in/corp/BANKAWAYTRAN:jsessionid=000028phWfLmuGXK... 12/27/2013











POWER OF ATTORNEY

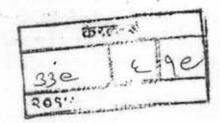
TO ALL TO WHOM THESE PRESENTS SHALL COME, I, Kapil Lalit Nagpal Jesiding at Bung-tow No. 36, Atur Park, Sion Trombay Road, Chembur, Mumbai - 400071 as Director of Bombay Construction and Engineering

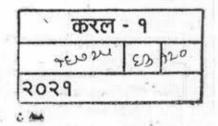
having its office at 104, Kritika Annexe, Sion Trombo Work Chambur Mumbai, 400071 (hereinaster reserved to as the sale same its SEN GREETINGS:

WHEREAS:

A. By a Development Agreement dated 15th May, 200 of Confirmation dated 16th October, 2009 made between the (1) Aruna Gajanan Bhatte and (2) Megha Rasik Desai, therein referred to as the Owners of the One Part and the Promoters herein, therein se Promoters of the other part and registered with the Office. Registrar of Assurances at Mumbai under Sr. No. BBE13-Developmen represent dated 15th May, 2008 (hereinafter referred to as "the said Development Agreement"), the Owners therein, subject to retention at 50% of buildable F.S.I. including TDR FSI thereby granted and Inferred unto the Promoters therein, all that piece and parcel of bine bearing Plot No.5 of Industrial Sub-Division of Survey and corresponding C.T.S. No.46/4 of the revenue Village Chandivali, Taluka Kurla within Greater Mumbai (then Bombay) and in the Registration Sub-District of Bandra and District Mumbai Suburban containing by admeasurement 3832.44 square yards equivalent to 3204.38 square meters or thereabouts (admeasuring 2984 square meters as per P.R. Card) together with factory building and other structures standing thereon (since demolished) situated lying and being at Kurla (West), for the consideration and on the terms and conditions therein contained (hereinafter referred to as "the said property") by constructing thereon the proposed multistoreyed building consisting of stilts and several upper floors, there being parking area in stilts and residential premises on all the upper floors, by utilizing balance FSI and also by utilizing the entire permissible TDR of in respect of the said plot at or for the consideration and on the terms and conditions as setout therein the Development Agreement.

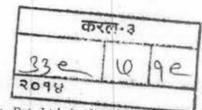












B. Bombay Construction and Engineering Co. Pvt. Ltd. is thereby seized and possessed of and otherwise well and sufficiently entitled to 50% allotment of all that piece or parcel of land or ground bearing Plot No. 5, CTS No. 46/4, at Village Chandivali, Chandivali Farm Road, Adjacent to Raheja Vihar, Powai, Mumbai - 400072 and the said company intends to sell their share of allotments of flats therein to various flat punchasers on ownership basis.

Chandivali Farm Road, Adjacent to Raheja Vihar, Powai, Mumbai 400072 and the said company intends to sell their share of allotments of flats therein to various flat purchasers on ownership basis.

D. The Company is desirous of appointing 1) Mr. N. Mr. Sanjay Gupta, 3) Mr. Chetan Mehta as the of the and to attend the office of the Sub-Registric Mumbai and to admit execution of the Agreements whele of the Company.

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Assu les si

NOW KNOW YEALL THESE PRESENTS WITNESSTH that the Company do hereby nominate, constitute and appoint:

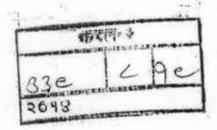
1) Mr. Narendra Parab aged 40 years s/o Mr. Ankush Parab residing at E/103. Since Gurudatt Complex, Sector 8A, Airoli, Navi Mumbai - 400708.

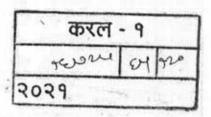
- Mr. Sanjay Gupta aged 37 years s/o Mr. Bholanath Gupta residing at 7.3/20, Uday Society, Motilal Nagar No. 1, Goregaon West, Mumbai 400104;
- Mr. Chetan Mehta aged 44 years s/o Mr. Kirit Mehta residing at 102, Chandraneel CHS, Gorai II, Borivali (W), Mumbai - 400092;

to be the true and lawful attorney to do and perform the following acts and things namely:-

1. To appear before the Sub-Registrar of Assurances at Mumbai or other offices or authorizing having jurisdiction in that behalf and present before them the Agreements for Sale in respect of residential flats situated in the building known as "SAHIL EXOTICA" for registration and to admit its execution on behalf of the Company and to do all acts and things necessary for effectively registration of the Agreement for Sale.

du :

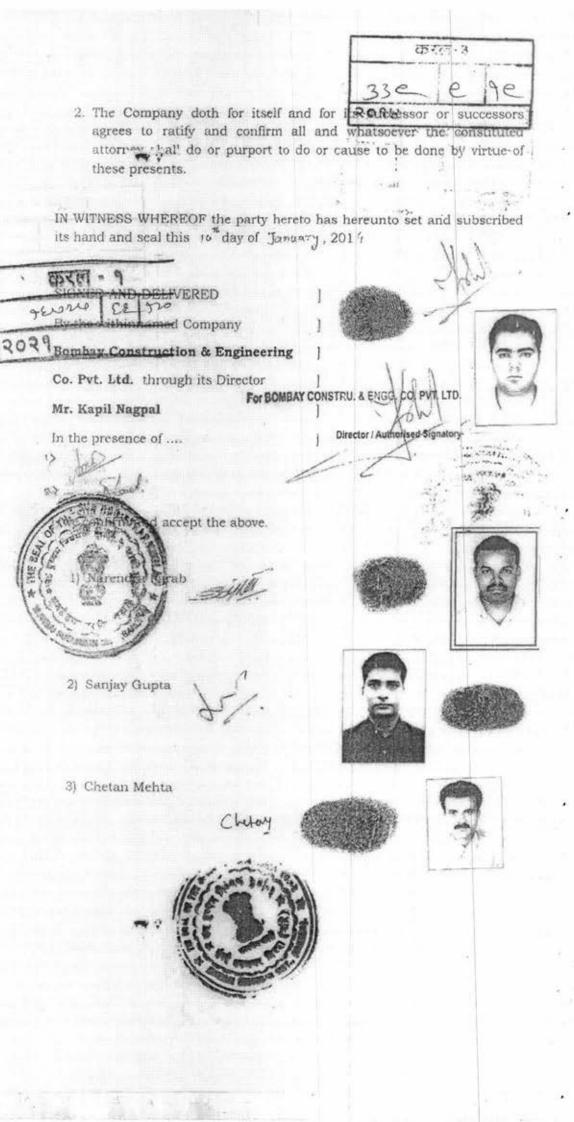


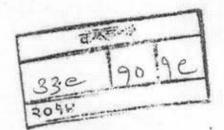


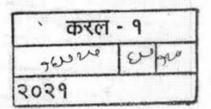








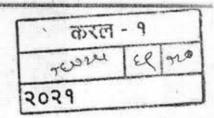








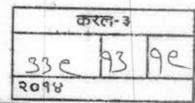


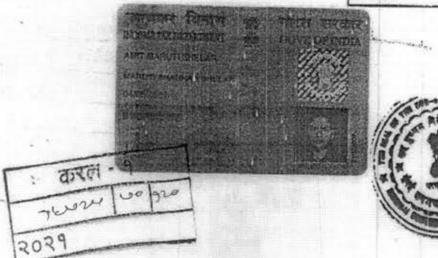






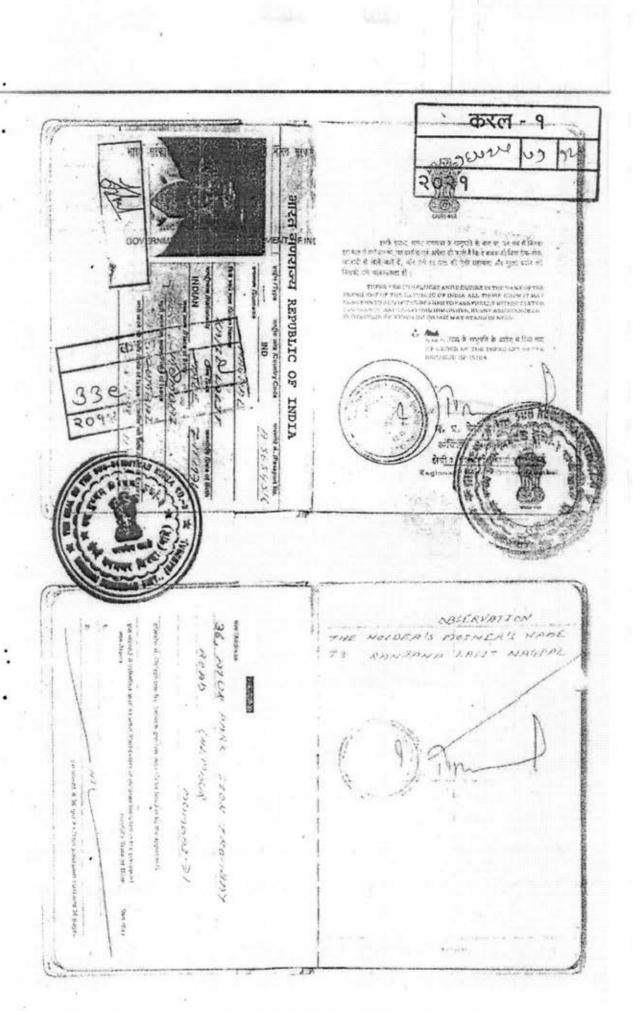


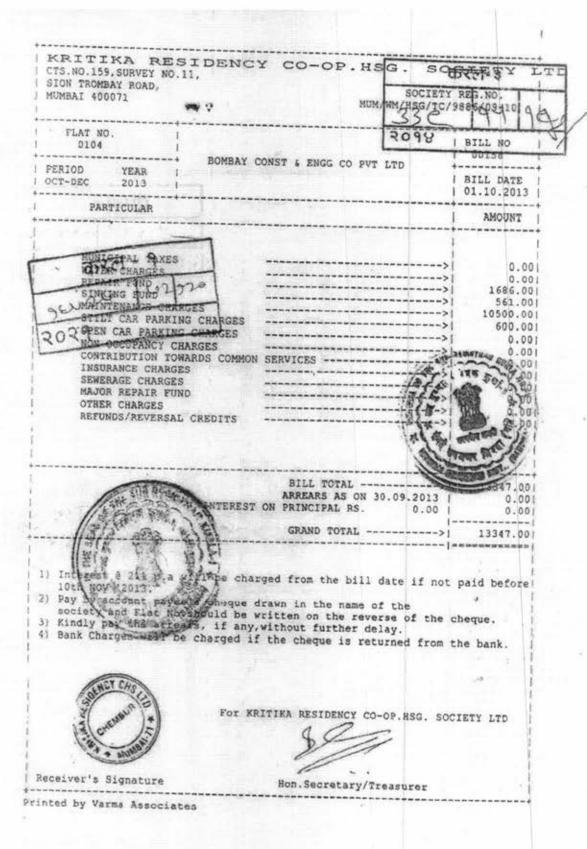












करल - १ दुय्यम निबंधक: सह दु.नि.का-कुर्सा दस्तक्रमांक व वर्ष: 8368/2009 सुची क्र. दोन INDEX NO. II 19:29:92 AM गावाचे नाव : चांदिवली (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप मान्यता पत्र व बाजारभाव (भाडेपटटद्याच्या बाबतीत पटटाकार आकारणा देतो की पटटेदार से नमूद करावे) मोबदला स 1.500,000.00 बा.भा. रू. 100,505,500.00 कसन कराराये मान्यता पत्र - मौजे घांदीवली - प्लॉट नं 5. सिटीएस नं 46/4 -व्यक्ति क्षेत्र 2984 थी भी - अंदीजे क्रं 1523/09/के/1294/09के अन्दर्व बाजारमाय रु (असल्यास) 05501 यावर मु शु रु 1005070 व दंड 301530 रु वि. 23/7/09 -(1) (1) अरुपा गुज्यान महे - -, प्रारंपलंट नं: आर्शियाद किला, शास्त्री नगर, लोखंडपाला कॉम्प्लेक्स, अंधेरी पू मुं 53: गुल्लं/रुखा: -; ईमारतीचे नाय: -; ईमारत नं: -; पेठ/पसाहत: गुड्य/गाव: -; तालुका: -; पिन: -; पेंद चन्दर: AGHPB2325C. (5) दस्तऐवज कसन देण्या-या पक्षकाराचे व संपूर्ण पता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा (2) प्रेमा रिकक देखाई - - : घर/प्रसंट चे वरीसप्रमाने, गल्ली/रस्ता: - : ईमारत किंवा आदेश असल्यास, प्रतिवादीचे नः -; पेठ'बसाहतः -; सहर/गावः -; तालुकाः -; पिनः -; पॅन नम्बरः AEPP (1) पॉम्ड कन्द्रदरात अन्ध इंजिनीवृत्ता कवनी प्रा. लि. तर्थ लघालक श्रीः - ; पर/पूर्लंड नः 104; पहिला मजला क्रितिकर अनेक्स, एस टी रोड, घर-गल्ली/रसाः -; इंगरतीचे नावः -; इंगरत नः -: पेठ/वसाहतः -; शहर/गर्धः नाव व संपूर्ण पत्ता (६) दस्तऐवज करून घेण्या-या पक्षकाराचे नाय व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा ः पेन नगरः AAACB0795N. किया आदेश असल्यास, पादीचे नाम व संपूर्ण पत्ता (7) दिनाक करल दिखाचा 08/08/2000 नोंदणीवा 22/10/2009 (8) 8368 /2009 (९) अनुक्रमांक, खंड व पृष्ठ (10) बाजास्थाबा W 50.00 (12) \$

Summary-2(दस्त गोपवारा भाग - २)

करल - १

अभ्याप पर ११००

202 शिवना क्र.4 ची वेळ:10/01/2014 08: 08: 23 PM

शिका क5 ची वेळ:10/01/2014 08: 08: 40 PM नॉटची पुस्तक 4 मध्ये

हि. दुस्स निवधक

Know Your Rights as Registrants

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

2, Get print and mini-CD of scanned document along with original document, immediately after registration.



कुर्ला - ३ (वर्ग-२)

HOUSING DEVELOPMENT FINANCE

19-OCT-21

MAHARASHTRA 400071

BOMBAY CONSTRUCTION AND INFRAPROJECTS PRIVATE LIMITED 104, KRITIKA ANNEXE SION TROMBAY ROAD MUMBAI

२०२१

Sub: Release / No Objection to the sale of Unit 405 in Building Sahil Exotica in favour of Mr. Manish Narendra Save in Project Sahil Exotica located at Chandivali, Powai, Mumbai, Maharashtra.

This is with reference to your letter dated 18-OCT-21 informing HDFC regarding the sale of the above mentioned unit to Mr. Manish Narendra Save (the Purchaser) and your request for the NOC for sale and release of HDFC's charge on the unit.

Please note HDFC has perused your request and is agreeable to you selling the above mentioned unit and hereby releases its rights claims, interest and charge over the said Unit 405 in Building Sahil Exotica admeasuring about 710 SQ.FT. carpet area in Project Sahil Exotica, a Project financed by HDFC.

This NOC is subject to balance sales consideration (excluding TDS as applicable) being transferred/deposited into to Escrow Bank Account No. 57500000057010 held with HDFC Bank Limited.

Please also note that the sale of the above mentioned unit would/will not affect the charge of all other flats/ shops/units including the land and construction thereon created in favour of HDFC Limited. 18 Azar

Yours faithfully,

Housing Development Finance Corporation Limited

Authorised Signatory

50/350 AS STAGUE DUTY PAID VIDE SRN DIO610848. DATED 22-2-2016.



GOVERNMENT OF INDIA MINISTRY OF CORPORATE AFFAIRS

Registrar of Companies, Mumbai

Everest , 100 , Marine Drive Mumbai - 400002, Maharashtra, INDIA

करल - १ Certificate of Incorporation pursuant to change of name [Pursuant to rule 29 of the Companies (Incorporation) Rules, 2014], 2

Corporate Identification Number (CIN): : U99999MH1958PTC011235

2029 I hereby certify that the name of the company has been changed from BOMBAL CONSTRUCTION AND ENGINEERING COMPANY PRIVATE LIMITED to BOMBAY CONSTRUCTION AND INFRAPROJECTS PRIVATE LIMITED with effect from the date of this certificate and that the company is limited by shares.

Company was originally incorporated with the name Bombay Construction and Infraprojects Private Limited.

Given under my hand at Mumbal this Twenty First day of April Two Thousand Fifteen.

सही उघ्दरण / JRUE EXTRACT उप । सहायक । कम्पनी राजिस्टार Dy. Asstt. Registrar of Companies

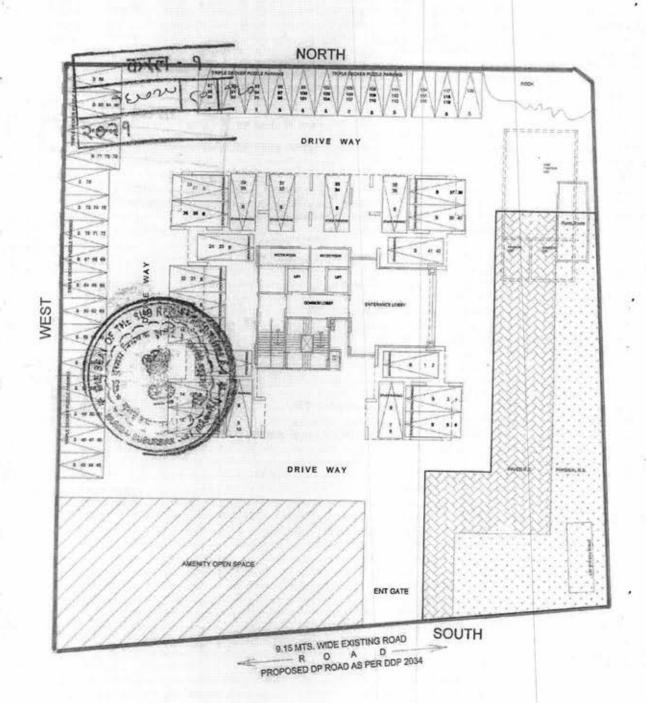
महाराष्ट्र, गुंबई Maharashtra, Mumbai

RAJENDER SINGH MEENA Deputy Registrar of Companies Registrar of Companies

Malling Address as per record available in Registrar of Companies office:

BOMBAY CONSTRUCTION AND INFRAPROJECTS PRIVATE LIMITED 104, KRITIKA ANNEXE, MAIN S. T. ROAD,, NEXT TO UNION PARK, CHEMBUR,, MUMBAI - 400071, Maharashtra, INDIA







Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT FORM 'C' [See rule 6(a)] करल - १ १०२१ २०२१

This registration is granted under section 5 of the Act to the following project under project registration number: P51800003978

Project: Sahil Exotica, Plot Bearing / CTS / Survey / Final Plot No.: Plot No 5 CTS No 46/4 Chandivali Farm Road Andheri E Mumbai - 400072. at Andheri, Mumbai Suburban, 400072;

- Bombay Construction & Infraprojects Pvt Ltd having its registered office / principal place of business at Tehsil: Kurla, District: Mumbai Suburban, Pin: 400071.
- 2. This registration is granted subject to the following conditions, namely:-
 - The promoter shall enter into an agreement for sale with the allottees;
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;

That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allotters, 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 07/08/2017 and ending with 30/06/2019 unless
 renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with
 oute 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. Vasant remanand Prabhu
(Secretar MahaRERA)
Data:8/7/2017 2:55:46 PM

Dated: 07/08/2017 Place: Mumbai Signature and seal of the Authorized Officer Maharashtra Real Estate Regulatory Authority



Maharashtra Real Estate Regulatory Authority

CERTIFICATE FOR EXTENSION OF REGISTRATION OF PROJECT FORM 'F'

[See rule 7(2)]

करल : १

s extension of registration is granted under section 6/7 of the Act, to the following project: Project: Sahil Exotica, Plot paring / Ors / Survey / Final Plot No. Plot No 5 CTS No 46/4 Chandivali Farm Road Andheri E Mumbai - 400072at Andheri, Angheri, Mumbai Suburban, 400072 registered with the regulatory authority vide project registration certificate bearing No P51800003978 of

- 1. Bombay Construction & Infraprojects Pvt Ltd having its registered office / principal place of business at Tehsil: Kurla, District: Mumbai Suburban, Pin: 400071.
- 2. This renewal of registration is granted subject to the following conditions, namely:-
 - . The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 (2) of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maned in a shadule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (I) of sub-section (2) of section 4 read with Rule 5;

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

The registration shall be valid up to 29/12/2020 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 6/7 of the Act read with rule 7 the Act.

- The promoter shall comply with the provisions of the Act and the rules and regulations made there under,
- That the promoter shall take all the pending approvals from the competent authorities
- If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Dated: 18/05/2020 Place: Mumbai

Signature valid Digitally Signed by Dr. Vasant reman remanand Prabhu MahaRERA) Signature 275 127 of 1967 Authorized Officer

Maharashtra Real Estate Regulatory Authority



Maharashtra Real Estate Regulatory Authority

CERTIFICATE FOR EXTENSION OF REGISTRATION OF PROJECT

FORM 'F'

[See rule 7(2)]

करल - १

Som (5

This extension of registration is granted under section 6/7 of the Act, to the following project: Project: Sahil Exotica Plot Bearing / CTS / Survey / Final Plot No.: Plot No 5 CTS No 46/4 Chandivali Farm Road Anuheri E Numbai - 400072at Andheri, Andheri, Mumbai Suburban, 400072 registered with the regulatory authority vide project registration certificate bearing No P51800003978 of

- Bombay Construction & Infraprojects Pvt Ltd having its registered office / principal place of business at Tehsil: Kurla, District: Mumbai Suburban, Pin: 400071.
- 2. This renewal of registration is granted subject to the following conditions, namely:-
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the
 allottees, as the case may be, of the apartment or the common areas as per Rule 9 (2) of Maharashtra Real
 Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents,
 Rates of Interest and Disclosures on Website) Rules 2017;
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purposes per sub-clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;
 OR

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

- The registration shall be valid up to 31/12/2021 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 6/7 of the Act read with rule 7 the Act.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- . That the promoter shall take all the pending approvals from the competent authorities
- If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action
 against the promoter including revoking the registration granted herein, as per the Act and the rules and
 regulations made there under.

Dated: 18/05/2020 Place: Mumbai Signature valid
Digitally Signed by
Dr. Vasant remanand Prabhu
(Secretary, MahaRERA)
Signature and seal of the Authorized Officer
Maharashtra Real Estate Regulatory Authority

BMPP-2744-2907-10,000 Forms. (4 Pages F/B)This TOD is issued subject to compliance of the provision of U.L. (C & R) Act. 1876. Valid up to . 1 AUG 2014

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

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

WORK BEFORE PUNTH C.C.

- knet the commencement certificate under Sec. 45/69(1)(a) of the MR & T. P. Act will not be obtained before starting the proposed work
- That the compound wall is not constructed on all sides of the plot clear
 of road widening line with foundation below the bottom of road side
 drain without obstructing the flow of rain water from the adjoining
 holding to prove possession of holding before starting the work as per
 D.C Regulation No 38(27).

3. That the low-lying plot will not be filled upto reduced level at least 92 T.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders etc and will not be leveled, rolled, consolidated and sloped towards road side before starting the work.

4. That the specifications for layout / D.P / or access roads / development of setback land will not be obtained from Executive Engineer (Road Construction) before starting the construction work and the access and setback land will not be developed accordingly including providing street lights and S.W.D. the completion certificate.

That the Licensed Structural Engineer will not be appointed and his supervision memo as per appendix XI Regulation 5(3)(ix) will not be submitted by him

Executive Engineer Building Propose (Eastern Suburbs.) - 2

() 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.

Your attention is drawn to the Special Instructions and Note accompanying this Intimation of Disapproval

Executive Engiacer, Building Proposals, 2029

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 Contribusion of Greater Mumbai has empowred the City Engineer to exercise, perform and discharge the powers, duties and function 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 centre 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. () meters 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 irrescreetive 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 permises 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.
- (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 thereunder.

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

BRIHANMUMBAI MAHANGARPALIKA No. CE/4221/BPES/AL 0 2 AUG 2013

That the structural design and calculations for the proposed work considering seismic forces as per I.S Code Nos 1893 & 4326 and for existing building showing adequacy thereof to take up additional load will not be submitted by him.

That the regular / sanctioned/proposed lines and reservations will not be got demarcated at site through A.E (Survey)/E.E(T&C)/ E.E.(D.P.)/D.I.L.R. before

applying for C.C

That the agreement with the existing tenants alongwith the plans for demolition to the tenements for acceptance of alternate accommodation will not be submitted before C.C.
That the consent letter from existing tenants for proposed demolition / additions/

afterations in their tenement will not be submitted before C.C.
That the Indemnity Bond indemnifying the Corporation for damages, risks, 303m accidents, etc. to the occupiers and an undertaking regarding no nuisance will not be submitted before C.C./starting the work. 11.

That the existing structure proposed to be demolished will not be demolished or necessary phase programme with agreement will not be submitted and got

approved before C.C.

That the requirements of NOC of Chief Inspector of Factories / Chief Fire Officer/ 12. Inspector of Factories / Inspector of Explosives / Dy. C.E. (Air Pollution Prevention)/ Prevent Board & Water Supply/ Dept of Govt. of Maharashtra / B.S.E.S. Ltd/ Tata Hydro Electric Co/Andhra Valley Power Supply & Co will not be obtained and the requisitions, if any, will not be complied with before occupation certificate / B.C.C.

13. That the conditions mentioned in release letter of Executive Engineer (D.P) under

No.CEE/4865/OPES dated 23/12/2010 will not be complied with.

the qualified / registered site supervisor through Architect / Structural findinger will not be appointed before applying for C.C & his name and licence no duly revalidated will not be submitted.

That the No Dues proding Certificate from Asstt. Engineer, water works shall not be submitted before C.C

That the true copy of sanctioned layout/sub-division/amalgamation approved under No CE/25/63-19 OL dated 21/12/70 along with the terms & conditions will

16 under No.CE/75/851/LOL dated 21/12/70 along with the terms & conditions will not be submitted before CC and compliance thereof will not be done before submission of B.C.C

That adequate care in planning designing and carrying out construction will not 17. be taken in the proposed building to provide for the consequence of settlement of

floors and clinth filling etc.

That adequate care will not be taken to safeguard the trees existing on the plot while carrying out construction work & NOC from Tree Authority will not be obtained.

That the notice under Sec-347(1)(a) of the Mumbai Municipal Corporation Act will 19. not be sent for intimating the date of commencement of work.

That this office will not be intimated in prescribed proforms for checking the open spaces & building dimensions as soon as the work upto plinth is completed.

21. That the clearance certificate from Assessment Department regarding upto date

payment of Municipal taxes etc will not be submitted.

That the requirement of bye law 4(c) will not be complied with before starting the drainage work & in case Municipal sewer is not laid, the drainage work will not be carried out as per the requirement of Executive Engineer (Sewerage Project). Planning & Completion certificate from him will not be submitted.

> Executive Engineer Building Proposal (Eastern Suburbs.) - I

BRIHANMUMBAI MAHANGARPALIKA No. CE/4221/BPES/AL 0 2 AUG 2013

That the copy of Intimation of Disapproval conditions & other layout or subdivision conditions imposed by the Corporation in connection with the development at site shall not be given to the would be purchasers and also displayed at site.

That the N.A permission from the Collector of Bombay shall not be submitted.

That a Janata Insurance Policy or policy to cover the compensation claims arising · 24. out of Workmen's Compensation act, 1923 will not be taken out before starting 25. the work and will not be renewed during the construction of work.

That the development charges as per M.R.T.P (amendment) Act 1992 will not be 26.

That the carriage entrance shall not be provided before starting of work CT

That the registered undertaking in prescribed proforma agreeing to demolish the 27. excess area if constructed beyond permissible F.S.I. shall not be submitted 28.

That the adequate & decent temporary sanitary accommodation will not be 29.

provided for construction workers on site before starting the work.

That the documentary evidence regarding ownership, area & boundaries of holding is not produced by way of extracts from the District Inspector of Land 30. Records, extracts from City Survey Record and conveyance deed.

That separate P.R Cards for each sub-divided plots, roads, etc., exhibiting area in 31.

words & figures will not be submitted.

That the debris will not be removed before submitting the building completion, certificate and deposit will not be paid before starting the work towards factiful a 32. compliance thereof.

That the No Objection Certificate from Hydraulic Engineer for the propos development will not be obtained and his requirements will not be complied with 33. That the registered undertaking agreeing to form Co-op Housing Society will no

34. be submitted before starting of work.

That the society will not be formed & got registered and true copy of the

35. registration of society will not be submitted. That the proposal for amended layout / sub-division shall not be submitted and got approved before starting of the work and terms & conditions thereof will not 36.

That the proposal will contravene the section 251 (A)(A) of the Mumbai Municipal

37.

That the remarks from Asstt. Engineer, Water Works regarding location, size, capacity of the suction tank, overhead storage tank for the proposed and existing 38. work will not be submitted before starting of the work and his requirements will

That the capacity of overhead tank will not be provided as per 'P' form issued by department of Hydraulic Engineer and Structural design to that effect admitted . 39.

before requesting to grant commencement certificate.

That the undertaking for paying additional premium due to increase in land rate 40. as and when demanded shall not be submitted.

That the NOC from Insecticide Officer shall not be submitted.

That the board mentioning the name of Architect / Owner shall not be displayed 41. 42.

That the requirement as per Circular no. CE/PD/12387 of 17.03.2005 shall not be 43. complied with during the execution of work .

> neer Building Proposal (Eastern Suburbs.)-Z

No. CE/4221/BPES/AL 0 2 AUG 2013

- 44. That the debris management plan shall not be submitted to S.W.M. department.
- 45. That the necessary remarks for training of nalla/construction of S.W.D. will not be obtained from Dy.Ch.E.(S.W.D.)E.S. & Central cell , before plinth C.C. and compliance of said remarks will not be insisted before granting full C.C. for the building .
- That the Doctor shall be appointed for regular check up of labours working on site
- 47. That the N.O.C. from Mahanagar Gas Ltd. Shall not be submitted.
- 48. That the work of construction shall not be carried out between 7.00 am to 7.00
- 49. That the registered U/T shall not be submitted by owner/developer/builder to sale the tenements/flats on carpet area basis only and abide try the provisions of a Maharashtra Ownership flats (Regulation of promotion of construction, sale, Management & transfer) Act, (MOFA) amended upto date. Indemnity Bond indemnifying M.C.G.M. and its officers from any legal complications arising due to MOFA shall not be submitted.
- No. Dy.Ch.E./PE-920/Traffic dated 09/11/2012 and registered undertaking for various conditions mentioned therein shall not be submitted.
- That the Architect shall not submit the quarterly progress report of the proposed work
- That the extra water & sewerage Charges shall not be paid to Asst. Engineer (water woks) 'L' ward before applying for C.C.
- 53. That the registered undertaking from the owner stating that they will not object development of the neighboring plot which may involve deficiency in open space shall not, be submitted
- 54. That the redistered undertaking from the owner stating that they shall a incorporate a clause in the sale agreement with the prospective buyer that the said building is constructed with deficient open space shall not be submitted.

CONDITIONS TO BE COMPLIED WITH BEFORE FURTHER C.C.

- That the N.O.C. from Civil Aviation Department will not be obtained for the proposed height of the building.
- That the Amenity Open space as per release letter form Executive Engineer (D.P) under No. CHE/4886/DPES dated 23/12/2010 shall not be handed over to Municipal nominees before asking for C.C. beyond 50 % of permissible F.S.I.

C) GENERAL CONDITIONS TO BE COMPLED WITH BEFORE O.C.

- 1. That some of the drains will not be laid internally with C.I pipes of adequate size.
- That the dustbin will not be provided as per C.E's circular No CE/9296/11 of 26-6-1978.
- That the surface drainage arrangement will not be made in consultation with Executive Engineer (SWD) or as per his remarks and a completion certificate will not be obtained and submitted before applying for Occupation certificate / BCC.
- That the existing well will not be covered with R.C.C. slab.
- That 10'0" wide paved pathway upto staircase will not be provided.

Executive Engineer Building Proposo. (Eastern Suburbs.) - Z

BRIHANMUMBAI MAHANGARPALIKA No. CE/4221/BPES/AL 0 2 AUG 2013

That the surrounding open spaces, parking spaces and terraces will not be kept open and unbuilt upon and will not be leveled and developed before requesting to grant permission to occupy the building or submitting the B.C.C. whichever is earlier.

That the name plate/board showing plot No., name of building etc., will not be 7. displayed at a prominent place before O.C.C/B.C.C.

That the parking spaces shall not be provided as per D.C Regulation No 36. 8.

That B.C.C will not be obtained and I.O.D and debrit deposit atc. will not be claimed for refund within a period of 6 years from the date of its payment. 9.

That the provision will not be made for making available water for thushing and other non-potable purposes through a system of bolewells and pumping that 10. water through a separate overhead tank which will be connected to the drainage system and will not have any chances of mixing with the formal water supply of the Corporation.

That the certificate to the effect that the licensed surveyor has affectively supervised the work & has carried out tests for checking leakages through sanitary blocks, terraces, fixtures, joints in drainages pipes etc., & that the

workmanship is found very satisfactory shall not be submitted.

That one set of plans mounted on canvas will not be submitted. 12.

That the certificate from Lift Inspector regarding satisfactory installation & 13. operation of lift will not be submitted.

That the federation of flat owners of the sub-division / layout for construction & 14. maintenance of the infrastructure will not be formed.

That the adequate provision for post-mail boxes shall not be made 15.

location on ground floor / stilt. That every part of the building construction and more particularly, overhead a 16. will not be provided with a proper access for the staff of Interciple Office provision of temporary but safe and stable ladder etc.

That the final NOC from S.G shall not be submitted.

17. That the Infrastructure works such as construction of hand holes / manhole ducts for underground cables, concealed wiring inside the flats/rooms/ space for telecom installations etc., required for providing telecom services shall not be provided.

19. That the requisitions of clause No 45 & 46 of D.C.R 91 shall not be complied with. That the provision for rain-water harvesting as per design prepared by 20. Consultant in the filed shall not be made to the satisfaction of the Municipal

Commissioner.

Vermiculture bins for disposal of wet waste as per the design and specification of 21. organizational / individuals specialized in this field as per the list furnished by solid waste management department of MCGM, shall not be provided to the satisfaction of Municipal Commissioner.

CONDITIONS TO BE COMPLED WITH BEFORE B.C.C D)

That certificate under section 270-A, of the Bombay Municipal Corporation act will not be obtained from H.E's department regarding adequacy of water supply.

> **Executive Engineer** (Building Proposals)E.S.I

No. EB/CE/

4224 BBES

/AL 0 2 AUG 2013

NOTES

- (1) The work should not be started unless objections are complied with
- (2) A certified set of latest approved plans shall be displyed on site at the time of commencement the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposite should be obtained any shed to house and store for constructional purposes, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.
- Temporary sanitary accommodation on full flusing system with necessary drainage arrangement should be provided on site workers, before starting the work.
- Water cohnection to describe the construction of carriage entrance, over the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer or his representative in Wards at least 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 debrics, 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 sociational distance started unless the manner in obviating all the objection is approved by this department.
- (9) Work should be staffed unless the structural design is approved.
- (10) The work above plinite defined not be started before the same is shown to this office Sub-Engineer concerned the scknowledgement obtained from him regarding correctness of the open spaces & dimension.
- (11) The application for sewer stront connections, if necessary, should be made simultaneously with commencement of the work as the Muhicipal Corporation will require time to consider alternative site to avoid the excavation of the road an footpail.
- (12) All the terms and conditions of the approved layout/sub-division under No. should be adhered to and complied with.
- (13) No Building/Drainage Completion Certificate will be accepted non water connection granted (except for the construction purposes) 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 asphalting lighting and drainage before submittion 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 125 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 abjoining 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.

- This Intimation of Disapproval is given exclusively for the purpose of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing commissioner under Section 13 (H) of the Rent Act and in the event of your proceeding with the work either without an inimation 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 dra
- (21) If it is proposed to demolish the existing structures by negotiations with the tenants, we the work as per approved plans should not be taken up in hand unless the City Engineer circumstances,
 - esome Specific plans in respect of eviciting or rehousing the existing tenants of hour stating their area in occupation of each.
 - Specifically signed agreement between you and the existing tenants in the are willing alternative accommodation in the proposed structure at standard rent.
 - (iii) Plans showing the phased programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development control Rules regarding open spaces, light and ventilation of existing structure.
- (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 before starting the work.
- In case of additional floor no work should be start or during monsoon which will same arise water consequent nuisance to the tenants staying on the floor below.
- (24) the bottom of the over hand storage work above the finished level of the terrace shall no
- (25) The work should not be started above first floor level unless the No Objection Certificate 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 arrange the laying of drains inside the building.
- (28) The water arrangement must 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 fiting mosquito proof covers made of wrought iron plates or hinges. The manholes of all jistems 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 hightly serving the purpose of a lock and the warning pripes of the ribbet pretessed with screw or dome shape pieces (like a garden mari rose) with copper pipes with perfictions each not exceeding 1.5 mm. in diameter. the cistern shall be made easily, safely and permanently a ceasible by 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 an its lower ends in cement concrete blocks.
- 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 Bye-law No. 5 (b).

Co. put Lt. C.A to owners

- (b) Lintels or Arches should be provided over Door and Window 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 aditional is intended to be carried out on old foundations and structures, you will do so at your own risk.

Executive Engineer, Building Proposals
Zones E.S. I Wards.

MUNICIPAL CORPORATION OF GREATER MUMBAI No. CE/4221/BPES/AL AUTO DCR NO. CHE/ES/1679/L/337(NEW)

To,
Shri. Mukesh Bahadur
of M/s Consultants
Combined Architects.
101, Manek Kunj(Meghwadi),
Dr. S.S. Rao Road,
Lalbaug, Parel,
Mumbai:- 400 012

Subject: Proposed redevelopment of existing bldg. on plot bearing C.T.S. No. 46/4 of village Chandivali, Kurla(w), Mumbai.

Reference: Your letter under No.

I have to inform you that, the amended plans submitted by you for the above mentioned work are hereby approved, subject to the compliance of the conditions mentioned in this office Intimation of Disapproval under even no. CE/4421/BPES/AL dated 02/08/2013and amended letter dated 21/10/2015& 12/01/2016and the following additional conditions:

- That the R.C.C. design and calculation as per the amended plans should be submitted through the registered structure engineer before starting the work.
- 2. That, the no dues pending certificate from A.E.W.W. (Lward) shall be submitted.
- 3. That all the requisite fees, Premium, deposits shall be paid
- 4. That the C.C. shall be got endorsed as per amended approved plan

Withdome Cuarterly progress report shall be submitted .

That the clearance from A.A.& C M/W ward shall be submitted

That the valid Unita Insurance Policy shall be submitted

8. That the top most elevation of the building will be certified by the Airport Authority Of India mentioning that the Average Mean Sea Level of the building is within the permissible Rult of Civil Aviation NOC. The same shall be submitted before OCC.

Acc: One set of Amended plans duly signed in the token of Municipal Approval.

Yours Faithfully

SACHIN JAYSING OTURKAR S.E.B.P.(L/N)

Prakash Sakhara m Patil A.E.B.P.(L&N) Kishore Gobindram Shahdadpuri

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E.E.(B.P.) (E.S.)-I

C-3



MUNICIPAL CORPORATION OF GREATER MUMBAI FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No CHE/ES/1679/L/337(NEW)

COMMENCEMENT CERTIFICATE

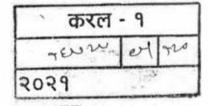
To

M/S. Bombay construction & Engineering Co. Pvt.

1 td

104, kratika Annexe main S.T. Road, next to Union

park , Chembur, Mumbai.



Sir, With reference to your application No. CHE/ES/1679/L/337(NEW) Dated. 14/4/2017 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 14/4/2017 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. - C.T.S. No. 46/4 Division / Village / Town Planning Scheme No. CHANDIVALI situated at S.V. ROAD Road / Street in L Ward Ward.

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

- The land vacated on consequence of the endorsement of the setback line/ road vacating line shall fortopart of the public street.
- That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
- The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
- This permission does not entitle you to develop land which does not vest in you.
- This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
- This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if :
 - a. The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
 - 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.
- The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors,

Page 1 of 4 on 7/18/2017 8:05:53 PM

CHE/ES/1679/L/337(NEW)

assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri. Prakash S. Patil Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 31/10/2014

Valid Upto:

31/10/2014

Or Op to plinth as per approved plans dated.02.08.2013

Approved By S.B. Shivagunde **Executive Engineer**

Issue Qn

Valid Upto:

31/10/2014

proved plans dated 02.08.2013

Approved By S.B. Shivagunde Executive Engineer

Issue On: 20/11/2014

Valid Upto:

31/10/2015

Remark:

C.C. Up to 6th floor as per approved plans dated.02.08.2013

Approved By k.G.Shahdadpuri **Executive Engineer**

CHE/ES/1679/L/337(NEW)

Page 2 of 4 on 7/18/2017 8:05:53 PM

Issue On: 6/11/2015

Valid Upto:

31/10/2016

Remark:

C.C. Up to 8th floor as per approved ameneded plans dated.21.10.2015

Approved By K.G.Shahd

Issue On: 29/1/2016

Valid Upto:

31/10/2017

Remark:

Full C.C. up to 10th floor as per approved amended plans dated, 12.01.2016

Approved By P.S.Patil

Assistant Engineer (B

Issue On: 18/7/2017

Valid Upto:

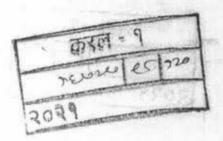
31/10/2017

Remark:

Full C.C. as per last amended plan dated 06-07-2017.

Page 3 of 4 on 7/18/2017 8:05:53 PM

CHE/ES/1679/L/337(NEW)



Document certified by Prakash Sakharay Patil,

Name: Prakash Seknatam Patil Designation: Assignat Engines Organization: Posonal Date: 18 July 2 77 20: 06:03

For and on behalf of Local Authority

Municipal Corporation of Greater Mumbai

Assistant Engineer . Building Proposal

Eastern Suburb L Ward Ward

Cc to:

1. Architect.

2. Collector Mumbai Suburban /Mumbai District.



ANNEXURE-F

VINOD MISTRY & CO.

ADVOCATES, SOLICITORS & NOTARY



VINOD B. MISTRY
ADVOCATE, SOLICITOR & NOTARY

SONAL R. AWASTHI
DEEPAK V. SHUKLA
ADVOCATES, HIGH COURT

RAJA BAHADUR MANSION, 2ND FLOOR, 20, AMBALAL DOSHI MARG, (HAMAM STREET). FORT, MUMBAI - 400 023. © : 2267 6736 / 2267 6654

FAX: 2267 6824

E-mail: mistryvinod@hatmail.com

A-2263/2017

REPORT ON TITLE

Sub: Property at Chandivali, Taluka Kurla bearing Sapara 4 sq.yrds. equivalent to 3204.38 sq.mtrs. bearing City Survey No.46/49 (2007) EC 720 (1) Smt. Aruna Gajanan Bhatte (2) Mrs. Megha Rasiklal Desai.

- This is to certify that we have caused searches to be taken concerning the above mentioned property, which is more particularly described in the Schedule hereunder written, in the Office of the Sub-Registrar at Mumbai, Bandra Sub-Registrar Office for the period 1969 to 2017 and Chembur, Vikroli, Nahur Sub-Registrar Office from 1995 to 2017. A copy of the Search Report obtained by Mr. Nilesh Vagal on 13.09.2017 is annexed hereto and marked as Annexure-A.
- 2. Under a Deed of Conveyance dated 17.11.1971 made between the Manubhai Amritlal Sheth and Two Ors., therein called "the Vendors of the First Part and Shri Gajanan Appaji Bhatte (hereinafter called the "Deceased"), therein called the "Purchaser" of the other Part, the said deceased acquired and purchased the Plot No.5 of the dictastrial supplication of Survey No.1 and 2 at Village Chandivali, which is more particularly described in the Schedule hereunder written for the consideration and on the terms and conditions recorded in the said Registered Deed of Conveyance dated 17.11.1971. The said Deed of Conveyance is duly registered with the Sub-Registrar at Mumbai under Sr. No.5260/1971 dated 29.12.1971.
- 3. The said Deceased died intestate at Mumbai on 26.12.1991 leaving behind him his widow Aruna Gajanan Bhatte and his only daughter Mrs. Megha Rasik Desai is the only heir and legal representative as per law of succession by which the said deceased was governed at the time of his demise viz. Hindu Succession Act. Upon the demise of the said deceased, the said property vested unto and in favour of the said Aruna Gajanan Bhatte and Mrs. Megha Rasik Desai. The names of the said Aruna Gajanan Bhatte and Mrs. Megha Rasik Desai are mutated in the Revenue Record as per Entry made on 19.12.1998.
- 4. The said Smt. Aruna Gajanan Bhatte, during her life time, and the said Smt. Megha Rasik Desai by and under a Development Agreement dated 15th May 2008 granted the rights of development in favour of M/s. Bombay Construction & Engineering Company Pvt. Ltd., being a Company registered under the Companies Act, 1956 and having its registered office at 104, 1st Floor, Kritika Annexe, Sion-Trombay Road, Chembur, Mumbai 400 071 on the terms and conditions recorded in the said Development Agreement.

 We have been furnished the Registration No. under MahaRera of having registered the above Project with the Authority as P51800003978.

THE SCHEDULE ABOVE REFFERED TO

(the said property)

All that piece and parcel of land bearing Plot No.5 of Industrial Sub-Division of Survey No.1 and 2 and corresponding C.T.S. No.46/4 of the revenue Village Chandivali, Taluka Kurla within Greater Mumbai (then Bombay) and in the Registration Sub-District of Bandra and District Mumbai Suburban containing by admeasurement 3832.44 square yards equivalent to 3204.38 square meters or thereabouts (admeasuring 2984 square meters as per P.R. Card) situated lying and being at Kurla (West), Mumbai and bounded as under:

On or towards the North
On or towards the South
On or towards the Foot

: By 33" wide road leading to Raheja Vihar; : By 33" wide road leading to said property;

On or towards the East On or towards the West

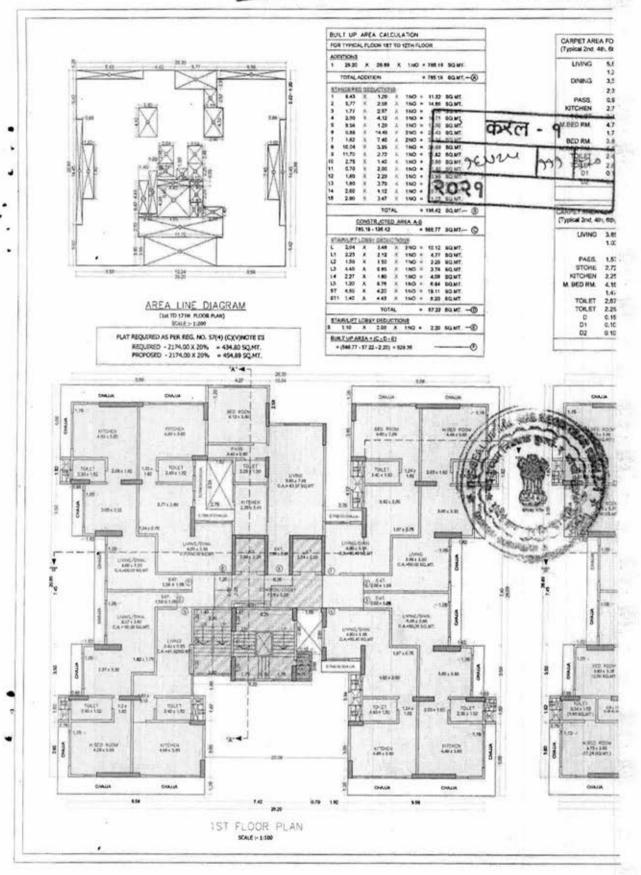
: By Plot No.6; : By Plot No.4 (Fafco Engineers).

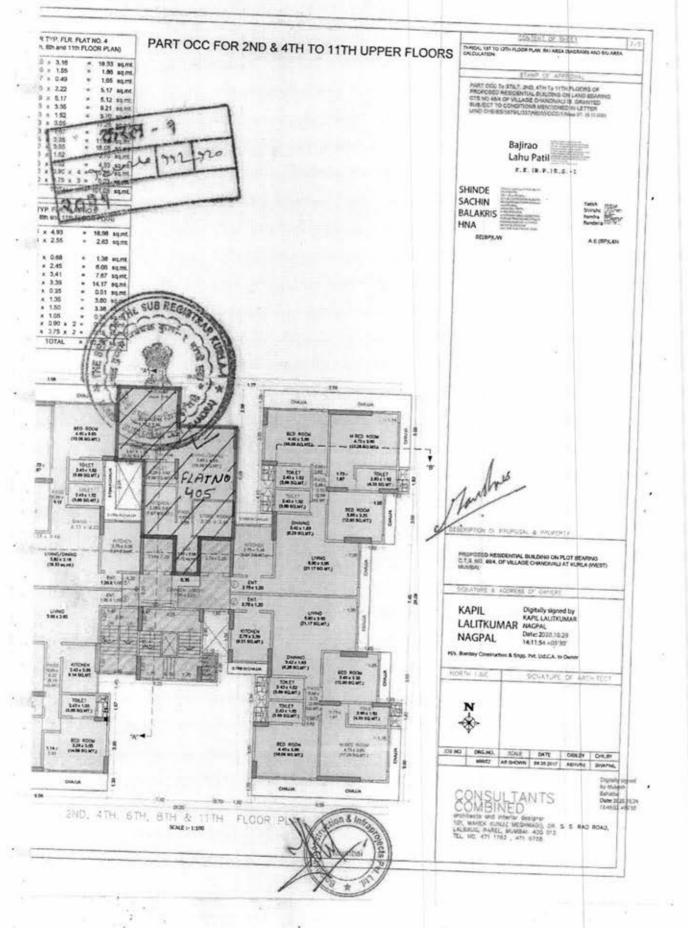
Dated this 27th day of September, 2017

For Vinod Mistry & Co.,

Advocates and Solicitors, High Court, Mumbai.









MUNICIPAL CORPORATION OF GREATER MUMBAI APPENDIX XXII

PART OCCUPANCY CERTIFICATE

[CHE/ES/1679/L/337(NEW)/OCC/1/New of 29 October 2020]

| करल | - 9 | |
|-------|-----|-----|
| reese | 773 | 920 |
| २०२१ | | |

To,

M/S. Bombay construction & Engineering Co. Pvt. Ltd.

104, kratika Annexe main S.T. Road, next to Union park , Chembur, Mumbai...

Dear Applicant/Owners,

The Part development work of Residential building comprising of Part Occupation for Stilt, 2nd and 4th to 11th upper floors on plot bearing C.S.No./CTS No. 46/4 of village CHANDIVALI at Chandivali Farm road is completed under the supervision of Shri. MUKESH BAHADUR, Architect, Uc. No. CA/82/7237, Shri. Raajesh K. Ladhad, RCC Consultant, Lic. No. STR/L/15 and Shri. Ganesh Ambole, Site supervisor, Lic.No. A/155/SS-I and as per development completion certificate submitted by architect and as per completion certificate issued by Chief Fire Officer u/no. CHE/ES/1679/L/337(NEW)-CFO/1/New dated 29 November 2019.

It can be occupied with the following condition/s.

- That all balance conditions of IOD dated 02.08.2013 and I to R/C permission dated 23.12.2010 shall be complied with before asking full OCC.
- That all safety precautionary measures shall be taken in accordance to relevant I.S code and in consultation with Register Structural Consultant / L.S during progress of the balance work.
- 3. That layout/sub-division shall be got approved before asking full OCC
- That revised NOC/CFO completion shall be submitted before asking full OCC.
- That height of building shall be got verified before allowing occupants to occupy their respective approval whichever is earlier.
- That required parking as per the relevant Regulation shall be provided before asking for full OCC

Sayses or believe asking the

Copy To:

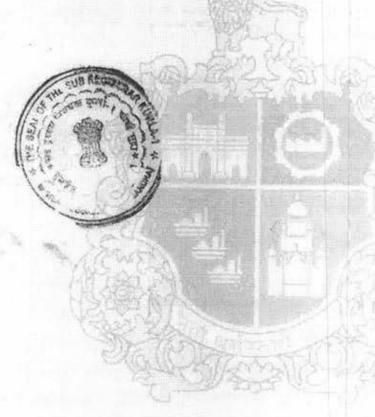
- 1. Asstt. Commissioner, L Ward
- 2. A.A. & C. , L Ward
- 3. EE (V), Eastern Suburb
- 4. M.I. , L Ward
- 5. A.E.W.W. , L Ward
- Architect, MUKESH BAHADUR, B-101, MANEK KUNJ (MEGHWADI) DR.S.S.RAO, LALBAUG, MUMBAI.
 For information please



Name : Bajirao Lahu Patil Designation : Executive Engineer Organization : Municipal Corporation of Greater Mumba Date : 29-Oct-2020 17: 40:58

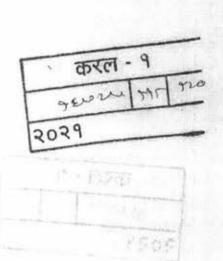
Yours faithfully Executive Engineer (Building Proposals) Municipal Corporation of Greater Mumbai 3029 THY 120

L Ward



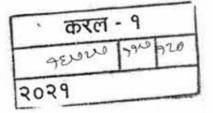
CHE/ES/1679/L/337 (NEW)/OCC/1/New

Page 2 of 2 On 29-Oct-2020











माझे आधार, माझी ओळर



Summary 1 (Dastgoshwara bhag 1)

369/16727 गुरुवार,28 ऑक्टोबर 2021 7:14 म.नं. दस्त गोधवारा भाग-1

करल1

दस्त क्रमांक: 16727/2021

दस्त क्रमांक: करल1 /16727/2021

वाजार मुल्य: रु. 1,55,72,490/-

मोबदला: इ. 1,62,60,000/-

■रलेले मुद्रांक शुल्क: रु.8,13,000/-

👺: नि, सह. दु, नि, करल1 यांचे कार्यालयात

अ. फ्रं. 16727 बर दि.28-10-2021

रोजी 7:13 म.नं. वा. हजर केला.

पावती:18925

पावती दिनांक: 28/10/2021

सादरकरणाराचे नाव: मनीय नरेंद्र सावे

नोंदणी फी

₹. 30000.00

दम्त हाताळणी फी

₹, 2400.00

पृष्टांची संख्या: 120

दस्त हजर करणाऱ्याची सही:

एकुण: 32400.00

दस्ताचा प्रकार: करारनामा

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

शिक्का कं. 1 28 / 10 / 2021 07 : 13 : 05 PM ची वेळ: (सादरीकरण)

शिक्षा कं. 2 28 / 10 / 2021 07 : 14 : 17 PM ची वेळ: (फी)

करल - १ 781022 २०२१

मृत्रः गुहाक आधिनियम 1956 अभु**सुचि-I द** अनुच्डेद अव्राप्ताता/धे तरतुदीनुसारं सदर इस्तामध्ये भरतेले मुद्रांक शत्क रू. 8/3000 इस्त क्रमांक कराला। ... 14.992/21. हि.29110/24 मध्ये समायोजित करण्यात आले आहेत



लिहून घेणार

वय:-50 स्वाक्षरी:-

| 28/10/2021 7 21:01 PM | |
|-----------------------|--|

दस्त गोपवारा भाग-2

करल1

दस्त क्रमांक: 16727/2021

दस्त क्रमांक :करल1/16727/2021 दस्ताचा प्रकार :-करारनामा

पक्षकाराचे नाव व पत्ता

नाव:बॉबे कन्स्ट्रक्शन अँढ इंफ्राप्रोजेक्ट्स प्रा. लिमिटेड तर्फे संचालक कपील अलीत नागपाल तर्फे कु. मु. म्हणून चेतन मेहता पत्ता:प्लॉट नं: ऑफिस नं. 104 . माळा नं: 1 ला मजला , इमारतीचे स्वाक्षरी:-

नाव: कृतिका एनेक्स , ब्लॉक नं: चेंबूर, मुंबई , रोड नं: सायन ट्रॉमबे

रोड , महाराष्ट्र, MUMBAI. पॅन नंबर:AAACB9795N

नाव:मनीष नरेंद्र सावे पत्ता:प्लॉट नं: फ्लॅट नं. 104 , माळा नं: 1 ला मजला , इमारतीचे नाव: देवदत्त सीएचएस लिमिटेड , ब्लॉक नं: दत्ता मंदिर जवळ, दहिसर पश्चिम, मुंबई , रोड नं: राजाराम तावडे रोड , महाराष्ट्र MUMBAI. पॅन नंबर:AXUPS3780Q

द्धायाचित्र पश्चकाराचा प्रकार

लिहन देणार वप:-53 day



अंगठवाचा ठसा







वरील दस्तऐवज करून देशार तथाकथीत करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात. शिक्षा क.3 ची बेळ:28 / 10 / 2021 07 : 15 : 41 PM

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

अनु क. पक्षकाराचे नाव व पत्ता

नाव:कैलाश कोरडे - -पत्ता: आर. बी. ज़मिल बाल, अल्ताफ नगर, ग़ोलिबर रोड, घाटकोपर पश्चि मुंबई

पिन कोड:400086

नाव:मंगेश चव्हाण - -पत्ता:रूम नं 4,पंचवटी चाल,नेताजी पालकर रोड,पाठीमागे शिवाजी मंडल,घाटकोपर पश्चिम,मुम्बई





अंगठ्याचा ठसा





शिक्का क.4 ची वेळ:28 / 10 / 2021 07 : 20 : 39 PM

28 / 10 / 2021 07 : 21 : 00 PM नोंदणी पुस्तक 1 मध्ये

पिन कोड:400084

कुला-१ (वर्ग-२)

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| _ | وري- | W/3 | 10 1 | 20 |
| | 300 | | _ | _ |

| 1 | Purchaser | Туре | Verification no/Vendor | GRN/Licence | Amount | Used At | Deface Number | Deface Date |
|---|--------------------|----------|------------------------|--|-----------|------------|------------------|----------------|
| 1 | Manish Narendra | eChallan | 02003942021102701225 | MH008103037202122E | 813000.00 | SD | 0003857202202122 | 28/10/2021 |
| 2 | Manish Narendra | eChallan | | MH008103037202122E | 30000 | RF | 0003857202202122 | 28/10/2021 |
| 3 | | DHC | | 2710202115050 | 2000 | RF | 2710202115050D | 28/10/2021 |
| 4 | | DHC | | 2710202115097 | 400 | RF | 2710202115097D | 28/10/2021 |
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[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges माणित करण्यात येते कि या दस्तामध्य

एकूण र्वास १२० पाने आहेबा १२७ ११

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12029 9610210 पुरतक क्रमांक १ क्रमांकावर

मादला.

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एम. एन. जगैताप (प्र) सह. दुय्यम निवंधक, कुर्ली-<u>।</u> मुंबई उपनगर जिल्हा

1. Verify Scanned Documen

Payment Details

| sr. | Purchaser | Туре | Verification no/Vendor | GRN/Licence | Amount | Used At | Deface Number | Deface Date |
|-----|--------------------|----------|------------------------|--------------------|-----------|------------|------------------|----------------|
| 1 | Manish Narendra | eChallan | 02003942021102701225 | MH008103037202122E | 813000.00 | SD | 0003857202202122 | 28/10/2021 |
| 2 | Manish Narendra | eChallan | | MH008103037202122E | 30000 | RF | 0003857202202122 | 28/10/2021 |
| 3 | | DHC | | 2710202115050 | 2000 | RF | 2710202115050D | 28/10/2021 |
| 4 | | DHC | | 2710202115097 | 400 | RF | 2710202115097D | 28/10/2021 |

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





खरी प्रत

सह. बुध्यम निबंधक, कुर्ली-मुंबई स्पनगर जिल्हा.



29/10/2021

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. कुर्ला 1 दस्त क्रमांक : 16727/2021

नोदंणी : Regn:63m

गानाचे नाव: चांदिवली

(1)विलेखाचा प्रकार

करारनामा

(2)मोबदला

16260000

(3) बाजारभाव(भाडेपटटबाच्या बावतितपटटाकार आकारणी देतो की पटटेवार 15572490.4

से नमृद करावे)

(4) भू-मापन,पोटहिस्सा व घरक्रमांक

(असल्बास)

 पालिकेचे नाव:Mumbai Ma.na.pa. इतर वर्णन :, इतर माहिती: फ्लॅट नं. 405, माळा नं: 4 वा मजला, इमारतीचे नाव: साहिल एक्सोटिका, ब्लॉक नं: चांदिवली,पवई,मुंबई - 400076, रोड नं: रहेजा विहार सरक्युसर रोड, इतर माहिती: क्षेत्र 65.43 चौ मी रेरा कारपेट,एक कार पार्किंग सहित.((C.T.S. Number: 46/4;))

(5) क्षेत्रफळ

1) 65.43 ची.मीटर

(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.

 नाव:-वॉबे कन्न्ट्रक्शन अँड इंफ्राघोजेक्ट्स प्रा. लिमिटेड तफें संचालक कपील सलीत नागपाल तफें कु. मु. म्हणून चेतन मेहता वय:-53; पत्ता:-प्लॉट नं: ऑफिस नं. 104, माळा नं: 1 ला मजला, इमारतीचे नाव: कृतिका एनेक्स, ज्लॉक नं: चेंदूर, मुंबई, रोड नं: सायन ट्रॉमबे रोड, महाराष्ट्र, MUMBAI. पिन कोड:-400071 पैन नं:-AAACB9795N

(8)दस्तऐवज करन घेणा-या पश्चकाराचे व किंवा दिवाणी न्यायालवाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता 1): नाव:-मनीय नरेंद्र सावे वय:-50; पचा:-फ्लॉट नं: पचेंट नं. 104, माळा नं: 1 ला मजला , इमारतीये नाव: देवदत सीएचएस लिमिटेड , ब्लॉक नं: दत्ता मंदिर जवळ, दहिसर पश्चिम, मुंबई , रोड नं: राजाराम तावडे रोड , महाराष्ट्र, MUMBAI. पिन कोड:-400068 पॅन नं:-AXUPS3780Q

(9) दस्तऐवज करन दिल्याचा दिनांक

28/10/2021

(10)दस्त नोंदणी केल्याचा दिनांक

28/10/2021

(11) जनुक्रमांक, खंड व पृष्ठ

16727/2021

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

813000

(13)बाजारमावाप्रमाणे नोंदणी शुल्क

30000

(14)शेरा

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

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

सुलम व्यवहारासाठी नागरिकांचे सम्रमीकरण दस्तऐषज नोंदणीनंतर मिळकत पत्रिका/ कर नोंदवही अग्रयावत करणे गरजेचे आहे. या व्यवहाराचे विवरण पत्र ई-मेल द्वारे बृहन्मुंबई महानगरपालिकेस पाठविणेत आलेला आहे. आता हे दस्तऐवज दाखल करण्यासाठी कार्यालयात स्वतः आणेची आवश्यकता नाही.

Integrated Governance enabling You to Do Business Easily

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

Details of this transaction have been forwarded by Email (dated 28/10/2021) toMunicipal Corporation of Greater Mumbai.

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



DATED THIS 28 DAY OF COOLER 2021

BETWEEN

Bombay Construction and Infraprojects Private Limited

... the Promoter.

AND

Mr. Manish Narendra Save

... the Flat Purchaser/s

AGREEMENT FOR SALE

Flat No. 405 on 4th floor in the building known as "Sahil Exotica"