



सूची क्र. 2

दुय्यम निबंधक - वज्र दुर्गा कुर्ली-5
दस्तावेज क्र. 10197/2018
तारीख 03
Page 53m

25 July 2018

मात्राचे नाव	तुल्या
(1) विवेकाचा पत्रा	करावनामा
(2) मोबदला	₹ 30,64,1000/-
(3) बाजारभावाचा (मोहोपट्ट्यांचा) बाबतितोपट्ट्यांचा आकारणी देतो की परदेशीय ते तयार कराचे)	₹ 27,809,744/-
(4) प्रमाणित (पोटिंग्ग) व परक्यांच (अगत्यांच)	119, प्राधिकरणाचे नाव मुंबई व नया इतर कर्ण - मदरिका न 1901 विंग - सी माळा न 19मा इतरांनीक नाव महेजा विंगाम इमारत क्र.39, अर्क न महेजा विंगार, विंग न तुल्या गेट न - अर्क वादिकनी कामे गेट, अंधेरी-पूर्व मुंबई-400072 इतर माहिती दान वाटन तट महीन 122 48 चौ मीटर
(5) क्षेत्राळ	
(6) आकारणी किंवा जुनी देण्यात असेल तेव्हा	
(7) दस्तावेज करत देणा-या/विहून देवणा-या पक्षकारांचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अगत्यांच, प्रतिवादिंचे नाव व पत्ता	1) नाव - परवई देवनाचम प्रोशा के रहेजा कर्ण या नि च औधो सिध आनंद वदल व परकर तुला यांच्या तर्क मुहणार 2 ग. साळुके, पय: 54, पत्ता - प्लॉट न. मी - 30, माळा न. 8मा, इमारतीचे नाव महेजा टीकर, अर्क न सी गेट न वाट तुला वदल वाटे-पूर्व मुंबई, महाराष्ट्र, पिन कोड - 400051 पॅन नंबर: AAACP0522B
(8) दस्तावेज करत देणा-या पक्षकारांचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अगत्यांच, प्रतिवादिंचे नाव व पत्ता	1) नाव - शैवेश तादेकर यांच्या तर्क मुहणार कर्णिका तादेकर, पय 38, पत्ता - 204, विंग - मी, 2रा, बुडलवड हाददम, - वादिकनी कामे गेट, वादिकनी, अंधेरी-पूर्व मुंबई, माहितीणा MAHARASHTRA, MUMBAI, Non-Government, पिन कोड - 400072, पॅन न. - AEFPT3462A. 2) नाव - कर्णिका तादेकर, पय 38, पत्ता - 204, विंग - ए, 2रा, बुडलवड हाददम, - वादिकनी कामे गेट, वादिकनी, अंधेरी-पूर्व मुंबई, माहितीणा MAHARASHTRA, MUMBAI, Non-Government, पिन कोड - 400072, पॅन न. - ALMPM5976G.
(9) दस्तावेज करत दिव्याचा दिनाक	24/07/2018
(10) दस्त नोंदणी केल्याचा दिनाक	24/07/2018
(11) अनुक्रमक, खट व पृष्ठ	10197/2018
(12) बाजारभावाप्रमाणे मुद्राक शुल्क	₹ 1,532,100/-
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	₹ 30,000/-
(14) शेर	

(20 रु) सह. दुय्यम निबंधक
कुर्ली-5 (वर्ग-2)
बीस रुपये TWENTY RUPEES

मुल्याकरनामाटी विनायान घेतलेला तपशील -

Null

मुद्राक शुल्क आकारनामा निवडलेला अनुच्छेद -

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



दस्तावेज सूची क्र. II

सह. दुय्यम निबंधक
कुर्ली-5 (वर्ग-2)

करल - ५		
१०१०५	१	११०
२०१६		

गुणवत्तांकन पत्रक (बांधी क्षेत्र - बांधीत)					
Valuation ID करल-५	१०१०५११०५				
मूल्यांकनाचे वर्ष	२०१६				
जिल्हा	मुंबई (उपनगर)				
मूल्य विभाग	१११ नगला कला				
उप मूल्य विभाग	१११-५१५/अ/भाग नगला बांधणीत खालील दर्जेवित्तल्या मिळकती (हजेरा विहार)				
सह्ये नंबर न भू क्रमांक	मि टी एस नंबर(१११)				
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर व					
खुली जमीन	निवासी सदनिका	कागोतय	दुकाने	औद्योगिक	मोठ्यामापनाचे एकक
१२४४०	१९५३००	२१४८००	२५०६००	१९५३००	चौरस मीटर
बांधीत क्षेत्राची माहिती					
बांधकाम क्षेत्र (Built Up)	१२२.४८ चौरस मीटर	मिळकतीचा वापर	निवासी सदनिका	मिळकतीचा प्रकार	बांधीत
बांधकामाचे वर्गीकरण	१-आर सी सी	मिळकतीचे वय	० TO २ वर्षे	मूल्यदर बांधकामाचा दर	Rs. १९५३००/-
उदववाहन सुविधा	आहे	मजला	११th floor To 2०th floor		
Sale Type - First Sale	Sale Resale of built up Property constructed after circular dt 02/01/2018				
मजला निहाय घट वाढ	= 110% apply to rate - Rs 214830/-				
घसा-यानुसार मिळकतीचा प्रति चौ मीटर मूल्यदर	= ((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * घसा-यानुसार मूल्यदर) / ((214830-124400) * (100 / 100)) - 124400) = Rs 214830/-				
A) मूळ मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र = 214830 * 122.48 = Rs 26312378.4/-				
E) बंदिस्त वाहन तळाचे क्षेत्र बंदिस्त वाहन तळाचे मूल्य	27.88 चौरस मीटर = 27.88 * (214830 * 25/100) = Rs. 1497365.1/-				
एकत्रित अंतिम मूल्य	= मूळ मिळकतीचे मूल्य + तळघराचे मूल्य + मेडनार्डन मजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य - वरील गच्चीचे मूल्य - बंदिस्त वाहन तळाचे मूल्य - खुल्या जमिनीवरील वाहन तळाचे मूल्य - इमारती भोवतीच्या खुल्या जागेचे मूल्य - बंदिस्त बाळकनी = A + B + C + D + E + F + G + H + I = 26312378.4 + 0 + 0 + 0 + 1497365.1 + 0 + 0 + 0 + 0 + 0 = Rs 27809743.5/-				



सह. दुय्यम निबंधक
कुर्ला-५ (वर्ग-२)

Home Print

Kulkarni
Kulkarni

करल - ५		
१०९६६	२	११०
२०९६		



महाराष्ट्र शासन

GOVERNMENT OF MAHARASHTRA

ई-सुरक्षित बैंक व कोषागार

e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

करल - १	
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२०१६	

16103792654646

Bank/Branch: PNB/VILEPARLE(W) (552)
 Pmt Txn id : 190718M91374
 Pmt DtTime : 19-07-2018@10:43:26
 ChallanIdNo: 03006172018071350291
 District : 7101/MUMBAI

Stationery No: 16103792654646
 Print DtTime: 19-07-2018
 GRAS GRN : MH004121
 Office Name : IGR197

StDuty Schm: 0030045501-75/Sale of Other NonJudicial Stamps
 StDuty Amt : R 15,32,100/- (Rs One Five, Three Two, One Zero only)

RgnFee Schm: 0030063301-70/Ordinary Collections IGR
 RgnFee Amt : R 30,000/- (Rs Three Zero, Zero Zero Zero only)

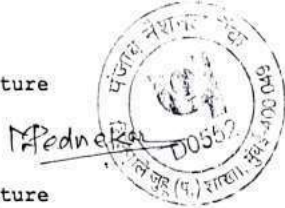


Article : B25/Agreement to sale/Transfer/Assignment :
 Prop Mvblty: Immovable Consideration: R 3,06,41,000/-
 Prop Descr : 1901, WING - C, RAHEJA VISTAS, RAHEJA VIHAR, OFF. CHANDIVALIFARM ROAD, T
 UNGWAANDHERI - EAST, KURLA, MUMBAI, Maharashtra

Duty Payer: (PAN-AEFPT3462A) SHAILESH TANDEKAR
 Other Party: (PAN-AAACP0522B) K RAHEJA CORP PVT LTD DIV POWAI DEVELOPERS

Bank official1 Name & Signature

Secura



Bank official2 Name & Signature

----- Space for customer/office use - - - Please write below this line - - -

L *W*

Kalika *Kalika*

करल - ५		
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करल - ५		
१०९६	५	११०
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AGREEMENT

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THIS AGREEMENT made at Mumbai this 24th day of July,
 Two Thousand Eighteen Between **POWAI DEVELOPERS (PROP: K. RAHEJA CORP PRIVATE LIMITED)**, a Company registered under the Companies Act, I of 1956, having its registered office at Plot No.C-30, Block-G, Opp. SIDBI, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051, hereinafter referred to as "**the Builders**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **ONE PART** AND (1) **MR. SHAILESH TANDEKAR** and (2) **MRS. KALIKA TANDEKAR** both of Mumbai, Indian Inhabitants, residing at **FLAT NO.204, WING - A, WOODLAND HEIGHTS, CHANDIVALI FARM ROAD, ANDHERI (EAST), MUMBAI - 400 072**, hereinafter collectively called "**the Flatholder**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include their respective heirs, executors and administrators) of the **OTHER PART**:

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WHEREAS by and under various acts and deeds under the law, Indian Cork Mills Limited (hereinafter referred to as the "**Holder**s") is well and sufficiently seized and entitled, as owner, to all those pieces and parcels of lands bearing C.T.S. Nos. 119F/1A/1, 119F/3, 119F/6, 119D-1A, 119C, 119F/2, 119F/4, 119G, 119H, 119 I, 119 1 (1 to 83), 119G (1 to 5), 119D/1B, 119D/2, 119E, etc. of Village Tungwa, situate in Village Tungwa, near Powai, in Taluka Kurla, Andheri (East), in the Registration Sub-District and District of Mumbai City and Mumbai Suburban, within Greater Mumbai (earlier bearing Survey Nos. 3(1B), 52(2A), 2, 3, 4, 5(pt.), etc. bearing C.T.S. No.119 of Village Tungwa, near Powai);



AND WHEREAS by and under an Agreement dated 14th October, 1981 made between the Holders and Mrs. Jyoti C. Raheja, Promoter Director of Marble Arch Property Developers Private Limited, a company registered under the Companies Act, 1956 and having its registered office at Mumbai, the Holders granted exclusive development rights inter alia, in respect of (and to ultimately sell and transfer) the larger property to the said Mrs. Jyoti C. Raheja, as Promoter Director and on behalf of the said Marble Arch Property Developers Private Limited, on the terms and conditions recorded in the said Agreement dated 14th October, 1981;

AND WHEREAS the said Marble Arch Property Developers Private Limited were placed in possession of the said larger property in or about June, 1982;

AND WHEREAS the name of the said Marble Arch Property Developers Private Limited was subsequently changed to Marble Arch Properties & Hotels Private Limited;

AND WHEREAS by a Writing dated 29th August, 1986 made between the Holders and the said Marble Arch Properties & Hotels Private Limited, the parties thereto modified certain terms and conditions of the said Agreement dated 14th October, 1981;

AND WHEREAS by a Declaration dated 17th September, 1987 made by two Directors of the Holders, the said Directors have, for and on behalf of the Holders herein, declared that the prior title deeds in respect of the said larger property have been lost or misplaced but have not been given as security to anyone and further that the said Marble Arch Properties & Hotels Private Limited were, inter alia, entitled to develop the said larger property to the fullest extent possible, including putting up buildings and other constructions on the said larger property and disposing of the same outright and/or on Ownership Basis and that the Holders shall execute the necessary Deed or Deeds of Conveyance in respect of the said larger property on

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receipt of the balance consideration money, which balance has been duly paid on 27th May, 1997;

AND WHEREAS by an Indenture of Grant of Right of Way and Covenants dated 9th January, 1988 made between Mr. Jatin Manubhai Sheth and others (the owners of the properties adjoining the said larger property at its Southern end) and the said Marble Arch Properties & Hotels Private Limited and Another, the said Marble Arch Properties & Hotels Private Limited & Anr. obtained a grant of full and free right of way and access to the said larger property, over and along the said adjoining properties, as per the particulars and on the terms and conditions of the said Indenture dated 9th January, 1988;

AND WHEREAS by various acts and deeds done by the said Marble Arch Properties and Hotels Private Limited and its successors-in-title and by virtue of operation of law, development rights relating to the said larger property together with the right to the structures standing thereon as well as the benefit of the said Right of Way to the said larger property, now stand vested with Paramount Hotels Limited, a Company incorporated under the Companies Act, 1956, who are now in possession of the said larger property;

AND WHEREAS in consideration of the full consideration money having been received by the Holders in accordance with the hereinabove recited Agreement dated 14th October, 1981 and the Writing dated 29th August, 1986, the Holders have executed two Irrevocable Power of Attorneys, both dated 27th May, 1997, in favour of the said Paramount Hotels Limited, one authorizing the said Paramount Hotels Limited, inter alia, to avail of the benefits in the form of Additional FSI / TDR that may be issued in the form of Development Rights Certificate (DRC) in the development / redevelopment of the said larger property, and the other authorizing the said Paramount Hotels Ltd., inter alia, to execute on behalf of the Holders, such Deed/Deeds of Conveyance/Lease/Transfer of the said larger property, in whole or in parts, as may be required by the said Paramount Hotels Ltd;

AND WHEREAS the name of the said "Paramount Hotels Limited" has been subsequently changed to "K. RAHEJA CORP LIMITED" under Section 21 of the Companies Act, 1956 (Act of 1956);

AND WHEREAS the said K. Raheja Corp Limited has become a Private Limited Company and the Deputy Registrar of Companies has added the word "PRIVATE" u/s 43A (2A) of the Companies Act, 1956, to the name of the said company on its Certificate of Incorporation and with effect from 29th March, 2001 all

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transactions by the said Company are to be in its modified name of "K. RAHEJA CORP PRIVATE LIMITED" (hereinafter referred to as "the said Company");

AND WHEREAS by and under a Joint Declaration cum Indemnity dated 11th June, 2004 made by two Directors of the Holders, the said Directors have, for and on behalf of the Holders herein, declared and confirmed, inter alia, that the said Company is entitled to all proprietary and beneficial rights in and in respect of and/or in connection with and/or concerning the larger property and the said Company is entitled to develop the larger property to the fullest extent possible, and in such manner as the said Company may choose, including putting up buildings and other construction thereon and disposing of the same outright and/or on ownership basis and/or on lease or tenancy basis or otherwise as the said Company may in its absolute discretion choose. Further the Holders and the Declarants have agreed to indemnify and keep the said Company and their successors-in-title indemnified against all claims, demands, actions, suits and/or proceedings that may be made or taken against them by any person claiming as a mortgagee, charge holder or any other claim or right in or to the larger property and/or any part thereof and against all loss, damage, costs, charges and/or expenses that may be suffered or incurred by the said Company and/or their successors-in-title;

AND WHEREAS in the circumstances hereinabove recited, the development rights in respect of the said larger property (which includes the demarcated Building Sub-Plot No.39, more particularly described in the First Schedule hereunder written) and the rights to execute the Deed/Deeds of Conveyance in respect of the said larger property, in whole or in parts, now belongs to and is vested in the said Company;

AND WHEREAS the said Company is in possession of the said larger property and is carrying on development work of the said larger property (through any of its construction division/s) in phases and split up into different segments, inter alia, by putting up buildings/ structures thereon, as part of its project named "RAHEJA VIHAR";

AND WHEREAS the said Company (and /or its predecessors-in-title) have prepared and got sanctioned the revised layout of the said larger property and the said Company (and/or its predecessors-in-title) have, for the present, internally demarcated the said sanctioned layout land into various sectors/segments and building plots/sub-plots with internal feeder roads giving access to the different building plots/sub-plots in the said larger property (hereinafter referred to as the "said layout land"). Authenticated copy of the said layout land is annexed hereto and marked as Plan 'A' or Annexure 'A' and the land bearing C.T.S. No. 119F/1A/1 of Village Tungwa,

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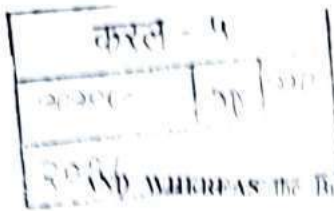
being part of the said layout land is shown bounded by blue colour boundary line thereon. Authenticated copy of the sanctioned layout plan is annexed hereto and marked as **Plan 'AA'** or **Annexure 'AA'**;

AND WHEREAS the said Company demarcated an area admeasuring approx. 21.200 sq. mtrs., (being Building Sub-Plot No.39, which is more particularly described in the First Schedule hereunder written and shown bounded red on the Plan hereto annexed and marked 'A' and is hereinafter referred to as the "Scheduled Land"), out of the land bearing C.T.S. No. 119F/1A/1 of Village Tungwa, and has developed the said Scheduled Land, through its group company named "POWAI DEVELOPERS" (viz. the Builders herein), by constructing the said multi-storied building with 11 (eleven) Wings;

AND WHEREAS it is in the contemplation of the Builders (and it is hereby expressly clarified and declared and brought to the notice of the Flat Purchasers in the phase-wise development and construction of the different buildings on the said larger property, the Builders plan to utilize F.S.I. that may be available or obtained by the Builders on surrender of the reserved portions of the said larger property comprised in the hereinbefore recited Agreement dated 14th October, 1981 and Additional F.S.I., if permissible, in the form of Transferable Development Rights (TDR), or otherwise, which may be procured by the Builders, as may be permissible under the laws and regulations applicable to the said larger property, in accordance with the Development Control Regulations for Greater Bombay, 1991, as are subsisting at present and/or as may be amended and/or permissible from time to time and also to avail of the benefit of the other provisions of the D.C. Regulations;

AND WHEREAS a part of the said layout land was land within ceiling limit and another part of the said layout land was surplus vacant land as per the provisions of the Urban Land (Ceiling & Regulation) Act, 1976 (hereinafter referred to as "the ULC Act") and the Scheduled Land (being part of the said larger property) was considered as non-vacant land, in accordance with and under the permission for development issued by the Government of Maharashtra under the provisions of the ULC Act, 1976;

AND WHEREAS on 22nd March 1999, the Government of India passed the ULC Repeal Act, 1999, inter alia, setting out that the ULC Act is to stand repealed in all States which adopt the ULC Repeal Act by passing a resolution to that effect under Article 252 of the Constitution of India. The Maharashtra Legislative Assembly passed a resolution adopting the ULC Repeal Act for Maharashtra with effect from 1st December, 2007;



AND WHEREAS the Builders have developed the Scheduled Land by constructing thereon a high rise multi-storied Building No.39, named as "RAHEJA VISTAS" (with eleven Wings)", as per the plans approved by the Brihanmumbai Mahanagar Palika, by utilising Floor Space Index, as permissible under the laws and regulations applicable to the said larger property, Fungible F.S.I. and Additional Floor Space Index in the form of Transferable Development Rights (TDR) or otherwise, as permissible under the Development Control Regulations for Greater Bombay, 1991:

AND WHEREAS the Builders have constructed (and obtained the Occupation Certificate dated 20/07/2017) for Wings A & B, each comprising of basement, stilt floor, first floor (comprising of podium level), second floor (comprising of podium level) and residential flats commencing on and from the third upper floor to eighteen upper floors respectively and Wings D, E, F, G, H, I & J each, comprising of stilt floor, first floor (comprising of podium level), second floor (comprising of podium level) and residential flats commencing on and from the third upper floor to eighteen upper floors respectively and Wing K comprising of stilt floor, first floor (comprising of podium level), second floor (comprising partly of podium level and partly residential flats) and residential flats commencing on and from the third upper floor to eighteen upper floors.

AND WHEREAS the Builders have constructed (and obtained the Full Occupancy and Building Completion Certificate dated 31st July, 2017) for Wing C, comprising of basement, stilt floor, first floor (comprising of podium level), second floor (comprising of podium level) and residential flats commencing on and from the third upper floor to eighteen upper floors.

AND WHEREAS the basement of Wings A, B and C respectively, stilt floor of Wings A to K respectively, first floor (comprising of podium level) of Wings A to K respectively and second floor (comprising of podium level) of Wings A to K respectively, are common to all the aforesaid eleven Wings of the said Building No.39 and are proposed for parking for all the Wings A to K respectively. Stack parking is proposed/provided in the open area on the second floor podium level of the Wings A to K respectively. Terrace floors of Wings A, B, C, D and E are inter connected to each other and terrace floor of Wings F, G, H, I, J and K are inter-connected to each other. Refuge Area is provided on the specified floors of each Wing of the said building, as per the requirements and/or regulations made by the M.C.G.M., Chief Fire Officer, to that effect, from time to time. The Purchasers of premises in the said building will be bound by and shall comply with the requirements and/or regulations made by the M.C.G.M., Chief Fire Officer, to that effect, from time to time;

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AND WHEREAS the Builders have constructed a Club House and Swimming Pool (at the second floor (comprising of podium level) of the said Building No.39) for the benefit and use in common of all the purchasers of premises in the said building named "RAHEJA VISTAS (Wings A, B, C, D, E, F, G, H, I, J & K)" and such other buildings in the said layout land/larger property, as may be determined by the Builders in keeping with rules and regulations of the M.C.G.M.;

AND WHEREAS the location of the said building constructed by the Builders on the Scheduled Land described in the First Schedule hereunder written is indicated on the said Plan "A" annexed hereto and Wing "C" of the said building is as per specifications and has the fixtures and fittings and amenities, details whereof are set out in the Second Schedule hereunder written;

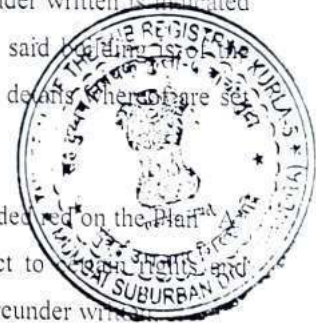
AND WHEREAS the said Scheduled Land shown bounded on the Plan hereto annexed is to have the benefit of and is to be subject to the covenants, details whereof are set out in the Third Schedule hereunder written;

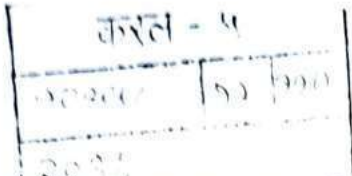
AND WHEREAS as hereinbefore recited, the Scheduled Land (being a demarcated portion of land, out of the land bearing CTS No.119 F/1A/1 of Village Tungwa) forms part of the larger property described in the said Agreement dated 14th October, 1981 and this Agreement is restricted to the Scheduled Land and to Wing "C" of the said building, which is the subject matter of this Agreement and the Flatholder is not concerned with any other Wing of the said building and/or with any other part of the said larger property, save as may be provided herein;

AND WHEREAS the Builders have constructed a Club House and Swimming Pool on a portion of the said larger property in accordance with the necessary sanction obtained from the M.C.G.M. and other concerned authorities, for the benefit of the residents of the said layout land;

AND WHEREAS the Builders are entitled on their own account, inter alia, to develop the said Scheduled Land to construct building/s thereon and to sell and dispose of, on ownership basis or otherwise, the residential flats and other premises in the said building constructed by the Builders on the said Scheduled Land and to enter into Agreements for Sale of the said flats and premises in their own name and on their own behalf as more particularly recorded in the documents recited hereinabove;

AND WHEREAS the Flatholder demanded from the Builders and the Builders have given to the Flatholder inspection of the original of the aforesaid further amended sanctioned building plans and Occupation Certificate issued in respect of each of the





the Wings of the said building "RAHEJA VISTAS (Wings A, B, C, D, E, F, G, H, I, J & K)" (which the Flatholder doth hereby confirm);

AND WHEREAS the Flatholder has taken inspection from the Builders of the true copies of all the documents of title recited hereinabove relating to the Scheduled Land and the other documents required to be furnished under the Maharashtra Ownership Flats Act, 1963 (which the Flatholder doth hereby confirm);

AND WHEREAS except for the Builders no one has any right, title, interest or claim in or over the said development rights in the said Scheduled Land shown bounded by the Plan: "A" hereto annexed, save as aforesaid;

AND WHEREAS authenticated copy of the C.S. Records in respect of the said land bearing CTS No. 119F/1A/1 of Village Tungwa (which includes the Scheduled Land, more particularly described in the First Schedule hereunder written) is annexed hereto and marked as **Annexure "B"**;

AND WHEREAS the Report on Title dated 19th July, 2017 in respect of the Scheduled Land, issued by the Builders' Solicitors has been inspected and accepted by the Flatholder (copy whereof is hereto annexed and marked as **Annexure "C"**), and no requisitions shall be raised on title;

AND WHEREAS the Builders had availed of a loan from Kotak Mahindra Prime Ltd., against the registered Facility Agreement dated 3rd June 2013 and Registered Mortgage dated 19th January, 2016 created in respect of the specified unsold flats in the said building together with the respective undivided interest in Scheduled Land proportionate thereto and together with the receivables payable by the purchasers of flats/premises in the said Building/aforesaid Wings. The aforesaid loan has been repaid in full and no amount is due towards the aforesaid loan. Accordingly, Kotak Mahindra Prime, has issued the requisite No Dues Letters dated 12th April 2017 and 15th May, 2018, bearing Nos. COPS/CRE/NDC/2017-18/93 and COPS/CRE/NDC/2018-17/202 respectively. Consequently, the said Kotak Mahindra Prime does not have any charge, mortgage or interest in respect of the property mortgaged under aforesaid Mortgage. The Release Deeds are in the process of being executed and the requisite Forms will be filed regarding the satisfaction of the above referred charges with the Registrar of Companies.

AND WHEREAS the 'Raheja Vistas Co-operative Housing Society Ltd. Raheja Vistas (A, B, C, D, E, F, G, H, I, J and K wing)" Building Plot No. 39, Plot B of CTS No. 119F/1 A, Village -Tungava, Off Chandivali Farm Road, Powai, Mumbai - 400 072 (hereinafter referred to as the "**Raheja Vistas Co-operative Housing**

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Society Ltd" or the "said Society") has been formed and the same has been registered under the provisions of Section 9(1) of the Maharashtra Co-operative Society Act 1960 and Rule 5 of Maharashtra Co-operative Society Rules, 1961 by the Deputy Registrar, Cooperative Societies, L Ward, Mumbai under the Registration Certificate bearing No. MUM -2/ WL /HSG/TC/10991/18-19/Year 2018, dated 4th May 2018 (copy whereof is annexed hereto and marked as **Annexure ' D'**)

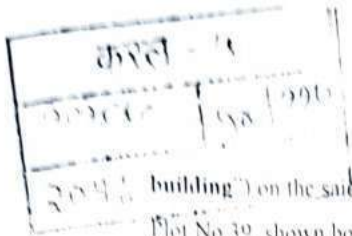
AND WHEREAS the Builders have developed the said Scheduled Land and have sold/are selling/will be selling the residential flats and other premises in the said building viz., "RAHEJA VISTAS (Wings A, B, C, D, E, F, G, H, I, J & K)", on what is known as "Ownership Basis", with a view ultimately that the Flatholders and the persons who have entered/will enter into similar agreements with the Builders for flats, and other premises in the said building will become the members of the said Raheja Vistas Co-operative Housing Society Ltd and will be owners of all the flats, and other premises/spaces in the said building on full all their respective dues payable to the Builders and strictly complying with all the terms and conditions of their respective Agreements with the Builders (in a form similar to this Agreement) the Builders shall execute/get executed (soon after completion of the entire project of development of the said layout land) the necessary Conveyance in favour of the said Raheja Vistas Co-operative Housing Society Ltd in respect of the said Scheduled Land more particularly described in the First Schedule hereunder written and shown bounded by red colour boundary lines on the said Plan "A" hereto annexed whether the same is sub-divided or not (to the extent as may be permitted by the authorities), along with the said building standing thereon (subject to the rights of the Builders under this Agreement);



AND WHEREAS the Flatholder has agreed to acquire from the Builders on "Ownership Basis", Residential Flat No.1901 (hereinafter referred to as "the said premises") on the 19th floor of Wing "C" of the said building "RAHEJA VISTAS (Wings A, B, C, D, E, F, G, H, I, J & K)", with full notice of the terms and conditions and provisions contained in the documents referred to hereinabove and subject to the terms and conditions hereinafter contained;

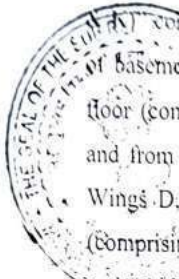
NOW THESE PRESENTS WITNESSETH and it is hereby agreed by and between the parties hereto as follows that:

1. As hereinabove recited:
 - 1.1. the Builders have constructed the said building "RAHEJA VISTAS (Wings A, B, C, D, E, F, G, H, I, J & K)"



building") on the said Scheduled Land (viz. the demarcated Building Sub-Plot No.39, shown bounded 'red' on the Plan 'A' hereto annexed and more particularly described in the First Schedule hereunder written), in accordance with the amended sanctioned building plans and obtained the Occupation Certificate for the respective Wings of the said building by 31st July, 2017.

1.2. The said building "RAHEJA VISTAS (Wings A, B, C, D, E, F, G, H, I, J



K) comprises of eleven Wings with Wings A, B & C, each comprising of basement, stilt floor, first floor (comprising of podium level), second floor (comprising of podium level) and residential flats commencing on and from the third upper floor to eighteen upper floors respectively and Wings D, E, F, G, H, I & J each, comprising of stilt floor, first floor (comprising of podium level), second floor (comprising of podium level) and residential flats commencing on and from the third upper floor to eighteen upper floors respectively and Wing K comprising of stilt floor, first floor (comprising of podium level), second floor (comprising partly of podium level and partly residential flats) and residential flats commencing on and from the third upper floor to eighteen upper floors.

1.3. The basement of Wings A, B and C respectively, stilt floor of Wings A to K respectively, first floor (comprising of podium level) of Wings A to K respectively and second floor (comprising of podium level) of Wings A to K respectively, are common to all the aforesaid eleven Wings of the said Building No.39 and are proposed for parking for all the Wings A to K respectively. Stack parking is proposed/provided in the open area on the second floor podium level of the Wings A to K respectively.

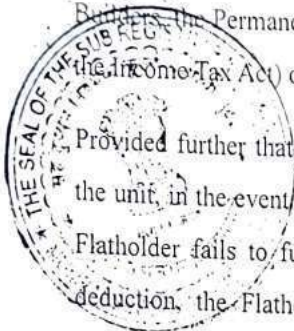
1.4. Terrace floors of Wings A, B, C, D and E are inter connected to each other and terrace floor of Wings F, G, H, I, J and K are inter-connected to each other.

1.5. Refuge Area is provided on the specified floors of each Wing of the said building, as per the requirements and/or regulations made by the M.C.G.M., Chief Fire Officer, to that effect, from time to time.

2. The Flatholder hereby agrees to acquire the said premises, shown on the Plan "A-1" hereto annexed, which is as per the sanctioned building plans, at or for the price of **Rs.3,06,41,000/- (Rupees Three Crores Six Lakhs Forty One Thousand Only)**.

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any payment of any consideration amount to the Builders under this Agreement shall be acknowledged / credited by the Builders, only upon the Flatholder submitting in a timely manner to the Builders (against acknowledgment) the original TDS certificate for the amount so deducted and the said TDS certificate is matching with the information as available on Income Tax Department website for this purpose. In this regard the Flatholder acknowledges that the Flatholder has received from the Builders the Permanent Account Number (allotted under the provisions of the Income Tax Act) of the Builders.



Provided further that latest at the time of handing over the possession of the unit, in the event any TDS has been effected by the Flatholder and the Flatholder fails to furnish to the Builders the TDS certificate for such deduction, the Flatholder shall, prior to taking possession, deposit an equivalent amount as interest free security deposit (Deposit) with the Builders, which Deposit shall be refunded by the Builders on the Flatholder furnishing the TDS certificate to the Builders, in accordance with the provisions stated above, within 4 months of taking possession. Provided further that in case the Flatholder fails to produce such TDS certificate within the stipulated period of 4 months, the Builders shall be entitled to appropriate the said deposit towards the amount/s payable by the Flatholder to the Builders, on account of lack of such TDS certificate and further that the Builders shall not be liable to refund the said Deposit. It is expressly clarified that any default on the part of the Flatholder to comply with the applicable provisions of Section 194-IA of the Income Tax Act, 1961 read with the Income Tax Rules, 1962, from time to time, shall be to the costs and consequences of the Flatholder.

3.5. The Total Purchase Consideration above excludes Taxes (consisting of tax paid or payable by the Builders by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of the said building payable by the Builders) up to the date of handing over the possession of the said premises. The Flatholder specifically agrees that he/she/they shall pay the aforesaid amount alongwith the Service Tax, VAT, GST and such other taxes, cesses, charges, etc. without any delay alongwith each instalment.

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4. MEASUREMENT OF CARPET AREA OF THE SAID FLAT

The Builders shall confirm the final carpet area that has been allotted to the Flatholder, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total Purchase Consideration payable for the carpet area shall be recalculated upon confirmation by the Builders. If there is any reduction in the carpet area within the defined limit then Builders shall refund the excess money paid by the Flatholder within forty five days and annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Flatholder. If there is any increase in the carpet area allotted to the Flatholder, the Builders shall demand additional amount from the Flatholder as per the next milestone of the Payment Plan. All these adjustments shall be made at the same rate per square meter as agreed in Clause 2 of this Agreement.



5. DISCLOSURE AS TO FLOOR SPACE INDEX

The Builders hereby declare that the Floor Space Index utilized in the construction of the said building as on date is 81,316.18 square meters only and the Builders have disclosed that they have availed of TDR or FSI available on payment of premiums.

6. If the Flat-holder commits/has committed (a) three defaults in payment of instalment/s on the due date and/or (b) default in payment on the due date of the final instalment or of any amount/s due and payable by the Flat-holder to the Builders under this Agreement (including all deposits and the proportionate share of taxes levied by the concerned local authority and other outgoings and reimbursements) (time being of the essence) and if the default continues inspite of 15 (Fifteen) days' prior written notice sent by the Builders to the Flat-holder, by Registered Post A.D. and email at the address provided by the Flatholder to the Builders, the Builders shall be at liberty to terminate this Agreement, in which event, a sum equivalent to 10% (Ten Per Cent) of the total Purchase Consideration shall stand adjusted/forfeited (out of the instalments of the Purchase Consideration till then paid by the Flatholder to the Builders) towards liquidated damages. The Flatholder and the Builders shall, latest within 30 (thirty) days of such termination notice execute and register a Deed of Cancellation of this Agreement and simultaneous with the registration of the same, the Builders shall, refund to the Flatholder the balance instalments of the consideration (i.e. after adjustment/forfeiture of 10% as aforesaid), which may

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have till then been paid by the Flatholder to the Builders (but without any further amount by way of interest or otherwise), after deducting all amounts due and payable by the Flatholder under the provisions of this Agreement, if any, which are payable/reimbursable by the Flatholder to the Builders. It is further clarified that in the event of termination of this Agreement by the Builders (as provided in this Clause) if any amount/s have been paid/reimbursed by the Flatholder to the Builders towards VAT and/or Service Tax and/or GST and/or other taxes/levies/statutory charges, etc. (as specified in this Agreement), the same shall be refunded by the Builders to the Flatholder subject only upon the same being received by the Builders from the concerned government/ statutory authorities and only to the extent received. On the Builders terminating this Agreement under this clause, the Flatholder shall have no right/claim of any nature whatsoever relating to the said premises or against the Builders and the Builders shall be entitled and at liberty to transfer and dispose off the said premises to any other person as the Builders deem fit, at and for such consideration/ price and on such terms as the Builders may determine and the Flatholder shall not be entitled to question such sale or to claim any amount from the Builders.

7. Without prejudice to the Builders' other rights under this Agreement and/or in law the Flatholder shall be liable to and shall at the option of the Builders pay to the Builders interest as per the State Bank of India highest Marginal Cost of Lending Rate plus 2% per annum on all amounts due and payable by the Flatholder under this Agreement, from the date the said amount is payable by the Flatholder to the Builders till the date of actual payment. Notwithstanding any terms and/or instructions for appropriation/s which the Flatholder may specify at the time of payment, the Builders will be entitled, at its discretion, to appropriate all payments received from the Flatholder first towards the interest and/or taxes/ statutory charges payable (if any) and then towards the principal amount payable. The Builders will also have a charge on the said premises for all amount/s (including interest thereon) which become due and payable to the Builders by the Flatholder (under the provisions of this Agreement) till such time as the said outstanding amount/s (including interest thereon) are paid/reimbursed to the Builders by the Flatholder. The Flatholder expressly agrees to the above and undertakes to indemnify the Builders in respect of the same
8. The Flatholder is aware that the said premises is ready for use and occupation. However, the possession of the said premises shall be delivered by the Builders

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to the Flatholder on the Flatholder making payment to the Builders of all the amounts due and payable by the Flatholder as per the provisions of this Agreement. The Flatholder shall take possession of the said premises within 15 (Fifteen) days of the Builders giving written intimation to the Flatholder to take possession of the said premises.

9. 9.1. Possession of the said premises shall be delivered by the Builders to the Flatholder as per the provisions of Clause 8 above.

9.2. The Builders shall not incur any liability if they are unable to deliver possession of the said premises as provided in Clause 8 above if non-delivery of possession is as a result of any notice, order, rule, regulation or notification of the Government and/or any other public or Competent Authority or of the Court/Competent Authority/ judicial or quasi-judicial administrative authority and/or extension of time for giving possession as may be permitted by the Regulatory Authority under RERA due to such circumstances as may be deemed reasonable by the Authority and in any of the aforesaid events the time for delivery of possession of the said premises shall stand extended for such period as the event subsists and a further 45 days beyond.

10. If for any reason the Builders are unable or fail to give possession of the said premises to the Flatholder as provided in Clause 9.1. above or any further extended date/s, as the case may be, then and in such case, the Flatholder shall be entitled to give notice to the Builders terminating this Agreement.

10.1. In the event of the Flatholder terminating this Agreement, the Builders and the Flatholder shall, within thirty days from the receipt of such notice, execute and register a Deed of Cancellation of this Agreement and simultaneous with the registration of the same, the Builders shall, refund to the Flatholder the aforesaid Purchase Consideration amount/s paid by the Flatholder to the Builders and the further amount/s of deposit/s and charges, if any, that may have been received by the Builders from the Flatholder (as per the provisions of this Agreement) together with interest thereon as per the State Bank of India highest Marginal Cost of Lending Rate plus 2% per annum from the date of receipt of each instalment/payment of the aforesaid Purchase Consideration deposits/charges respectively, till the amount thereof is repaid to the Flatholder.

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that in the event the delay is on account of the operation of Clause 9.2... then in such an event, the Builders will not be liable to pay any liquidated damages. Upon such termination, neither the Builders nor the Flatholder shall have any other claim against each other in respect of /relating to the said premises or arising out of this Agreement and the Builders shall be at liberty to sell/transfer and dispose off the said premises to any other person at such consideration/price and upon such terms and conditions as the Builders may deem fit. It is further clarified that in the event of termination of this Agreement by the Flatholder (as provided in this Clause) if any amount/s have been paid/reimbursed by the Flatholder to the Builders towards VAT and/or Service Tax and/or GST and/or other taxes/levies/statutory charges, etc. (as specified in this Agreement), the same shall be refunded by the Builders to the Flatholder subject only upon the same being received by the Builders from the concerned government/statutory authorities and only to the extent received.

10.2. In the event of the Flatholder not terminating this Agreement, the Builders shall be liable to pay to the Flatholder interest as per the State Bank of India highest Marginal Cost of Lending Rate plus 2% per annum on all the amounts paid by the Flatholder to the Flatholder for each month of delay till the handing over the possession of the said premises.

11. Upon intimation to take possession of the said premises being given/delivered to the Flatholder, he/she/it/they shall be entitled to the use and occupation of the said premises. Upon the Flatholder taking possession of the said premises he/she/it/ they shall have no claim against the Builders in respect of any item of work in the said premises which may be alleged not to have been carried out or completed. If within a period of five years from the date of handing over the said premises to the Flatholder, the Flatholder brings to the notice of the Builders any structural defect in the said premises/Flat 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 Builders at their own costs and in case it is not possible to rectify such defects, then the Flatholder shall be entitled to receive from the Builders, compensation for such defect in the manner as provided under the Act.

It is expressly clarified that:

(a) The Builders shall not be liable for any defects as aforesaid if the same have been caused by reason of the Flatholder/s carrying/having carried out any alterations of any nature whatsoever in the structure of the said premises/said

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Building, which shall include but not be limited to columns, beams, etc. or in the fittings therein. In particular it is clarified and expressly agreed that the Flatholder/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 the water. If any of such works are carried out without the written consent of the Builders the defect liability shall automatically become void.

- (b) The word 'defects' in this clause means only the manufacturing and workmanship defect/s caused on account of wilful neglect on the part of the Builders and shall not mean defect/s caused by normal wear and tear and/or by negligent use of the said premises/Flat by the Flatholder, authorized occupants/vagaries of nature. The Flatholder has been made aware and the Flatholder agrees that the regular wear and tear of the said premises including includes minor hairline cracks on the external and internal walls excluding the RCC structure and the same do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.
- (c) Before any liability of defect is claimed by the Flatholder, the parties agree to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report with regard to the material used in the structure of the said premises/building and in the workmanship executed keeping in mind the aforesaid clauses of this Agreement.

12. Commencing Fifteen days after notice is given by the Builders to the Flatholder calling upon the Flatholder to take possession of the said premises, the Flatholder shall (whether possession of the said premises is taken or not by the Flatholder) be liable to bear and pay all taxes and charges for electricity and other services and the outgoings and/or deposits payable in respect of the said premises as mentioned in Clause (13) below.

13.1. The Flatholder shall from the date of the receipt of the Notice from the Builders to take possession of the said premises regularly pay every month to the Municipal Corporation of Greater Mumbai or reimburse to the Builders, as the case may be, property tax or any other local tax, water charges etc., on receipt of bills in respect thereto.

13.2. In addition to the above, the Flatholder further agrees and binds himself to pay regularly every month, by the 5th day of each English calendar month to the Builders until the Conveyance of the said Scheduled Land is executed in favour of the said Raheja Vistas Co-operative Housing Society Ltd as hereinafter stated, and

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to such Society, the proportionate share that may be decided by the Builders or the said Society, as the case may be, for (i) the Insurance Premium, if any, (ii) all Municipal and other taxes that may from time to time be levied against the Scheduled Land and/or the said building and/or the said premises, including water taxes and water charges and (iii) outgoings for the maintenance and management of the Scheduled Land and the said building and its compound, and the common areas and recreation facilities including the maintenance and upkeep of the Club House and Swimming Pool (constructed on the portion of the Scheduled Land) and the limited common areas and facilities, the lift/s in the said Wing in which the said premises are located, common lights and other outgoings such as collection charges, charges for watchmen, liftmen, sweepers, gardeners and maintenance of accounts, incurred in connection with the said building and the Scheduled Land. The Flatholder shall keep deposited with the Builders at the time of taking possession of the said premises, an adhoc deposit of **Rs.2,09,790/- (Rupees Two Lakhs Nine Thousand Seven Hundred Ninety Only)** which is computed based on the estimated maintenance costs, but subject to revision by the Builders or the Maintenance Agency (referred to in sub-clause 13.4.) based on actual costs, from time to time, as security towards payment, from time to time, to the Maintenance Agency (referred to in sub-clause 13.4.) towards his/her/its/their proportionate share of the aforesaid expenses and outgoings. It is clarified that the aforesaid sums of deposits/adhoc amounts is based on the estimated maintenance costs (which is not final and is subject to revision as aforesaid, from time to time). The Flatholder shall also keep deposited with the Builders at the time of taking possession a sum of **Rs.600/-** as share money and application entrance fee and shall also pay a lumpsum of **Rs.25,000/-** towards legal expenses. Electricity Meter Deposit shall be payable by the Flatholder directly to the concerned authority at the time of signing of the Meter Application / Transfer Form as per the norms prevailing at the relevant time, as may be applicable. The Flatholder shall bear and pay (or reimburse to the Builders) the service tax and VAT (and other taxes / levies) as may be chargeable on the aforesaid monthly contribution/s, legal expenses and/or all other amounts that may be payable by the Flatholder in accordance with this agreement. The said sums of deposits / adhoc amounts shall not carry interest and will remain with the Builders (subject to payment to the Maintenance Agency referred to in sub-clause 13.4.) until the Conveyance is executed in favour of the Raheja Vistas Co-operative Housing Society Ltd, as herein mentioned and on such Conveyance being executed, the balance of the aforesaid deposits (if any), shall be paid over to the said Society.

13.3. The Flatholder agrees and binds themselves to pay to the Builders (in the event the Maintenance Agency is not appointed as provided in sub - clause 13.4. below), in advance, their provisional monthly contribution of **Rs.11,655/- (Rupees Eleven**

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Thousand Six Hundred Fifty Five Only) per month, as per present estimates, but subject to revision by the Builders/Maintenance Agency, from time to time, towards the aforesaid outgoings from the date as provided hereinabove in Clause 12 and payable every month regularly in advance till such time as the said Scheduled Land shown bounded red on the plan "A" hereto annexed is transferred to the Raheja Vistas Co-operative Housing Society Ltd and thereafter to the said Society. It is clarified that the aforesaid provisional contribution is as per the present estimates and therefore is not final and is subject to revision by the Builders/Maintenance Agency/said Society (as the case may be), from time to time, and the Flatholder and undertakes to pay the aforesaid provisional monthly contribution of the fee amount that may be determined by the Builders / said Society (as the case may be) provided in this clause) in accordance with the demand by the Builders/ said Society (as the case may be) and the Flatholder shall not withhold the same for any reason whatsoever.



13.4. Notwithstanding the provisions contained in the aforesaid sub-clauses 13.2. and 13.3., for the purpose of managing the Scheduled Land and the said building and its compound and the common area and facilities including the maintenance and upkeep of the Clubhouse and Swimming Pool (constructed on portion of the Scheduled Land) and the limited common areas and facilities provided to the Flatholder, the Builders shall be entitled, in its absolute discretion, to nominate or appoint any person, firm or body corporate {hereinafter referred to as the "Maintenance Agency"} who shall perform such functions. The Flatholder shall abide by the terms and conditions of the Agreement with such Maintenance Agency and pay to such Maintenance Agency, its proportionate share of the outgoings (as may be determined by such Maintenance Agency) and also the fees and charges of such Maintenance Agency, alongwith applicable taxes. In such event, the Builders shall not be responsible/liable to the Flatholder (and other purchasers/holders/ owners of flats/ premises in the said building) for the management, maintenance, payment of taxes, outgoings etc. in respect of/relating to the said building and the Scheduled Land. In the event of delay/default by the Flatholder in making payment to such Maintenance Agency, the Builders shall be entitled to and is authorised by the Flatholder to reimburse/pay to the Maintenance Agency, the default amounts (including interest payable thereon, if any), out of and to the extent of the deposits/adhoc amounts specified in sub - clause 13.3. above. It is hereby clarified that such reimbursement/payment shall not absolve the Flatholder of his/her/its/their liability to pay the delay/default amount to the Maintenance Agency. Accordingly, subsequent to the said reimbursement/payment, the Flatholder shall also contribute towards additional deposits/adhoc amounts, as may

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the Builders, in the event of the aforesaid deposits/adhoc amounts being becoming insufficient for the purposes for which they are being collected. However, if subsequent to the said reimbursement/payment, the Flatholder pays any such default amount to the Maintenance Agency, then in that event the Maintenance Agency shall refund the said reimbursed/paid amount to the Builders towards replenishment of the Flatholder's respective deposits. The Flatholder hereby agrees and undertakes to deposit and keep deposited with the Builders the deposits/adhoc amounts specified in sub-clause 13.3. in accordance with the terms and conditions mentioned in this Clause to the end and intent that the said deposits/adhoc amounts shall remain with the Builders until paid over to the said Raheja Vistas Co-operative Housing Society Ltd as set out in sub-clause 13.2. above.

14.1. The construction mode of the said building is in Maiwan style and the Flatholder is aware and undertakes that all the walls of the said premises and/or the said building shall not be disturbed nor punctured nor shifted, as these walls are in R.C.C and the Flatholder agrees to observe the same.

14.2. The Flatholder shall not use the said premises for any purpose other than for private residential purpose. The Car parking Space (if any, specified as a benefit for the use of the Flatholder/occupant of the said premises shall not be used for any purpose other than for parking motor vehicle by the Flatholder and the estimated monthly outgoings towards maintenance etc. for the use of such Parking Space, for the time being (till otherwise decided by the Builders/Society, as the case may be) payable by the Flatholder will be **Rs.50/-** plus applicable municipal taxes.

(d) It is understood by the Flatholder that the benefit of the use of the aforesaid Car Parking Space/s is made available to the Flatholder by virtue of the Flatholder holding a flat in the said building and it is expressly clarified that the said right will be valid only for the holder/ transferee of a flat in the said building. The Flatholder is also aware that the right to the membership/use and benefit of the Club-house/Swimming Pool facility is made available to the Flatholder by virtue of the Flatholder holding a flat in the said building and it is expressly clarified and agreed that such rights shall get automatically transferred with the transfer of the said premises.

15. The fixtures, fittings and amenities provided in the said premises and the materials used in the construction of the said building and the specifications of the said building are those as set out in the Second Schedule hereunder written and the Flatholder has satisfied himself/herself/itself/themselves about the specifications

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and amenities provided in the said premises.

16. The Flatholder shall maintain the front elevation and the side and rear elevation of the said premises in the same form as constructed by the Builders and shall not at any time alter the said elevation in any manner whatsoever without the prior consent in writing from the Builders.

17. The Flatholder shall from the date of possession maintain his/her/its/their cost in a good and tenantable repair and condition and shall not allow suffer to be done anything in or to the said premises, and/or common passages, or the compound which may be against the rules or bye-laws of the Municipal Corporation of Greater Mumbai or any other public authority.



18. Provided it does not in any way affect or prejudice the right of the Flatholder in respect of the said premises, the Builders shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the Scheduled Land, more particularly described in the First Schedule hereunder written and shown bounded 'red' on the Plan 'A' hereto annexed and/or in the said building constructed thereon, by the Builders.

19. The Flatholder shall have no claim whatsoever except in respect of the said premises hereby agreed to be acquired and the use of the particular car-parking space/s (if so specified). All open spaces, unallotted flats/premises and other spaces etc. in the said building continue to remain the property of the Builders, until the said Scheduled Land along with the said building constructed thereon viz. "RAHEJA VISTAS (Wings A, B, C, D, E, F, G, H, I, J & K)" is transferred to the said Raheja Vistas Co-operative Housing Society Ltd, as hereinafter mentioned, but even then subject to the rights of the Builders under this Agreement.

20. IT IS CLEARLY UNDERSTOOD and agreed by the Flatholder that the Flatholder will not have any right nor will the Flatholder make any claim of whatsoever nature on or in the Right of Way given by Mr. Jatin M. Sheth and Others to the predecessor-in-title of the Builders and it is declared and confirmed that the said Right of Way is not an exclusive right of way. The Builders have reserved/ retained to themselves and for others who are and/or may be authorized by the Builders the unfettered right to the full, free and complete right of way and means of access over and along the aforesaid Right of Way. Necessary provision in respect of the above Right of Way would be made in the Deed of Conveyance in favour of the Builders.

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IT IS ALSO CLEARLY UNDERSTOOD AND AGREED BY AND BETWEEN
the parties hereto that:

21.1 As recited above, the Builders have constructed the said building comprising of eleven Wings on the said Scheduled Land admeasuring approx. 21,200 sq. mtrs., more particularly described in the First Schedule hereunder written and shown bounded red on the Plan "A" hereto annexed (being the demarcated portion of land, out of the land bearing CTS No.119 F/1A/1 of Village Lungwa).

21.2 The Raheja Vistas Co-operative Housing Society Ltd has been formed by the Builders and the same has been registered under the provisions of Section 9(1) of the Maharashtra Cooperative Society Act 1960 and Rule 5 of Maharashtra Co-operative Society Rules, 1961 by the Deputy Registrar, Cooperative Societies, L Ward, Mumbai under the Registration Certificate bearing No. MUM -2/ WL /HSG/TC/10991/18-19/Year 2018, dated 4th May 2018 (copy whereof is annexed hereto and marked as **Annexure 'D'**) and subsequently the entire Scheduled Land, together with all the Wings of the said building and the other structures constructed by the Builders on the Scheduled Land, shall be conveyed in favour of the said Raheja Vistas Co-operative Housing Society Ltd and the said building shall be maintained, repaired and looked after by the said Raheja Vistas Co-operative Housing Society Ltd. Adequate provisions would be made in the Deed of Conveyance to protect the rights and interest of the Co-operative Housing Society and the members thereof pertaining to the respective building and the respective flats/and other premises therein.

21.3. The Raheja Vistas Co-operative Housing Society Ltd shall, in common with the respective owners, the Builders and others authorized by the Builders, have a non-exclusive Right of Way and means of access over and along the Right of Way in the manner and to the extent referred to in Clause 20 hereinabove written, so as to have a means of access to and from the public roads, but subject to the terms and conditions contained in the Third Schedule hereunder written:

21.4. The Builders reserve to themselves the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads and the common Right of Ways at all times, by day and night, for all purposes, with or without carts, carriages, motor cars, motor cycles, wagons and other vehicles (of all descriptions), laden or unladen, and with or without horses and other animals and also to lay and connect drains, pipes, cables and other amenities necessary for the full and proper use and enjoyment of the said Scheduled Land/said larger property (and the neighbouring lands) and if necessary to connect the drains,

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pipes, cables etc. under, over or along the land appurtenant to and every building in the said layout/said larger property.

21.5. The Builders also reserve/retain to themselves the right to construct and erect on a portion of the Scheduled Land, the requisite Receiving Station/Sub-Stations (as required by Reliance Energy Ltd.) for providing power supply to the said building and to the other buildings in the larger property bearing C.T.S. No.119(pt.) of Village Tungwa, off Chandivali Farm Road at Village Tungwa and other as authorized by the Builders.

21.6. The Purchasers of premises in the said building are permitted by the Builders to use the provisional means of access over the strip of land shown hatched in brown colour lines on the Plan hereto annexed (and forming part of the Building Sub-Plot No.15 adjoining the Scheduled Land on the Southern Side) as a provisional right of way at ground level for the purpose of ingress and egress to and from the points marked RW1 and RW2 on the Plan A hereto annexed, in common with the purchasers/ owners/ occupants of premises in the said adjoining Building No.15 and others authorised by the Builders. The said provisional means of access shall be a covenant running with the Scheduled Land and shall be subject to the Builder's right to change / vary/ alter /modify the same in the manner as may be required by the Builders in keeping with the applicable provisions of law and the Flatholder expressly consents to the same.

21.7. The Builders have a right to install and will be installing/have installed their logo in/upon one or more places in the said Scheduled Land (and/or upon the said building constructed thereon and the Builders reserve to themselves full, free and complete right of way and means of access to such place or places at all times for the purpose of repairing, painting, altering or changing the logo at their own cost and the Flatholder/Raheja Vistas Co-operative Housing Society Ltd shall not change or remove the logo, so installed, under any circumstances and for all times to come.

21.8. The rights reserved by the Builders under this Agreement shall be a covenant running with the Scheduled Land and shall be subject to the Builders right to change/vary/alter/modify the same (provided the area of the said Flat is not altered) in the manner as may be required by the Builders in keeping with the applicable provisions of law and we expressly consent to the same.

AND

Specific and suitable provisions for the above sub-clauses 21.3., 21.4, 21.5, 21.6., 21.7 & 21.8 shall be made in the Deed of Conveyance to be executed. The Flatholder

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22. Since the Flatholder (in common with others) is to have the advantage of the infrastructural facilities/amenities set out in the Third Schedule hereunder written, the Conveyance of the Scheduled Land described in the First Schedule hereunder written together with the said building constructed thereon viz. "**RAHEJA VISTAS (Wings A, B, C, D, E, F, G, H, I, J & K)**", shall also be together with the benefit of the Common Right of Way and the means of access over and along the internal layout/access roads and the common infrastructural facilities and common amenities in the said layout land/larger property and it is intended that an Apex Body in the form of a Federation or an Association shall be formed of the Flatholders and Purchasers of all the different building plots/sub-plots in the said layout land/larger property (including the Scheduled Land) or their successors-in-title, who would maintain, manage and repair the infrastructural facilities/ amenities set out in the Third Schedule hereunder written (the expenses thereof to be borne by them respectively in proportion to the respective built-up area (i.e. total constructed area) of their respective demarcated plots/building plots/sub-plots, whether the same is sub-divided or not) and for this purpose the Builders shall be entitled to lay down such terms and conditions including payments to be made by the Purchaser/Flatholder for the effective administration and maintenance of the said infrastructural facilities and common amenities and the Purchaser/Flatholder has hereby expressly consented and agreed to abide by the terms/directions as may be laid down by the Builders and the Purchaser/Flatholder shall not question nor dispute with the Builders in respect of any matters concerning the same.

23. The Builders have constructed a Club House and a Swimming Pool on a portion of the said larger property. At the time of obtaining possession of the Flat from the Builders, the Flatholder shall pay to the Builders a sum of **Rs.20,000/-** by way of Security Deposit, free of interest, and after completion of the project the same will be transferred to the Association or Body that would be formed by the Purchasers of premises for maintaining such Clubhouse and Swimming Pool after adjusting the dues from such Purchasers against the major repairs or replacement of equipment, etc. The use of such Club House and Swimming Pool shall be subject to the operational Rules and Regulations framed by the Builders /Apex Body, as the case may be (from time to time), in keeping with the provisions of the law and the Flatholder shall abide by the same.

24. Nothing contained in these presents is intended to be nor shall be construed to be a grant, demise or assignment in law of the said premises or the Scheduled

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Land, hereditaments and premises or any part thereof thereon or any part thereof.

25. The Flatholder shall not let, sub-let, sell, transfer, assign or part with his/her/its/their interest under or benefit of this Agreement or part with possession of the said premises until all the dues payable by him/her/it/them to the Builders under this Agreement are fully paid up and that too only if the Flatholder has not been guilty of breach of or non-observance of any of the terms and/or of this Agreement and until he/she/it/they obtain/s the previous consent in writing from the Builders, which shall not be unreasonably withheld.

26. The Flatholder and the persons to whom the said premises are let, sub-let, transferred, assigned, given possession of, shall, from time to time sign all applications, papers and documents and do all acts, deeds and things which the Builders and/or the Co-operative Housing Society may require for safeguarding the interest of the Builders and/or of the Purchasers/Flatholders of premises in the said building and/or the said Scheduled Land.

27. The Flatholder and the persons to whom the said premises are let, sub-let, transferred, assigned or given possession of shall observe and perform all the bye-laws and/or the rules and regulations which have been adopted by the Raheja Vistas Co-operative Housing Society Ltd and the additions, alterations or amendments thereof for protection and maintenance of the said Scheduled Land and the said buildings and the premises therein and/or in the compound thereof and for the observance and carrying out of the Building Rules and Regulations and the Bye-laws for the time being of the Municipal Corporation of Greater Mumbai and other public bodies. The Flatholder and the persons to whom the said premises are let, sub-let, transferred, assigned or given possession, shall observe and perform all the stipulations and conditions laid down by the said Raheja Vistas Co-operative Housing Society Ltd regarding the occupation and use of the said building and the premises therein and shall pay and contribute regularly and punctually towards the taxes and/or expenses and other outgoings in accordance with the terms of this Agreement.

28. The Flatholder hereby agrees and undertakes to be a member of the the Raheja Vistas Co-operative Housing Society Ltd in the manner herein appearing and also from time to time to sign and execute all forms and applications for registration and for membership and other papers, deeds and documents, etc. necessary for becoming a member, including the bye-laws of the said Raheja Vistas Co-operative Housing Society Ltd and duly fill in and sign in the office of the Builders, the same within 10 (ten) days of the same being intimated by the Builders to the Flatholder. No

objection shall be taken by the Flatholder, if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies or any other competent authority. The Flatholder and the other persons who have acquired or who acquire the other flats/premises in the said building/s shall be bound from time to time, to sign all forms, applications, papers, deeds and documents etc. and to do all acts, deeds, matters and things, as may be reasonably required, for the aforesaid purpose and to effect a proper Conveyance of the said Scheduled Land with the said building and structures thereon and for safeguarding the interest of the Builders and of the Purchasers of the other premises in the building. The Raheja Vistas Co-operative Housing Society Ltd has been registered and the rights of the Flatholder as the purchaser of the said premises will be recognized and regulated by the provisions of the said Society Byelaws and/or the Rules and Regulations framed by them but subject to the terms of this Agreement.

29. The Flatholder hereby covenants that from the date of possession, he/she/it/they shall keep the said premises, the walls and partition walls, sewers, drains, pipes and appurtenances thereto belonging, in good tenantable repair and condition and shall abide by all the bye-laws of the Raheja Vistas Co-operative Housing Society Ltd, rules and regulations of the Government, Municipal Corporation of Greater Mumbai, the B.S.E.S. Limited/Reliance Energy Limited/the Electricity Supplying Authority and any other authorities and local bodies/MOEF Project Authority (including entering into the MOUs/writings as may be required by such authorities) and as may be amended from time to time, and shall attend to, answer and will be responsible for all actions for violation of any such conditions or rules or bye-laws.

30. The rights of the members of Raheja Vistas Co-operative Housing Society Ltd shall be subject to the terms, conditions and provisions hereof, and subject to the rights of the Builders under this Agreement and the Conveyance to be executed in pursuance hereof. When all the amounts due and payable to the Builders in respect of all the flats and other premises in the said building are paid in full, as aforesaid, the Builders shall (subject to their obtaining the permission under the law and rules and regulations) execute and/or obtain (latest after completion of the entire development of the said layout land) the necessary Deed of Conveyance of the said Scheduled Land shown bounded red on the plan "A" hereto annexed, whether the same is sub-divided or not in the records of the Municipal Corporation of Greater Mumbai (to the extent as may be permitted by the authorities) without being liable for any compensation whatsoever, together with the said building/s thereon in favour of the said Raheja Vistas Co-operative Housing Society Ltd. The Flatholder

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shall not raise any objection and/or claim any compensation therefor. Such Conveyance shall be only in respect of the said Scheduled Land admeasuring 21.200 sq.mtrs. shown bounded red on the Plan "A" hereto annexed together with the said building and structures then standing thereon, and with the non-exclusive right of way over and along the internal layout/access roads and the common Right of Way as hereinbefore stated and as per the terms, conditions and covenants contained in the Third Schedule hereunder written and as per the applicable provisions of law/rules and regulations. It is specifically understood and agreed by and between the parties hereto, as and by way of an essential and integral term and condition of this Agreement and the title to be created in pursuance hereof, that adequate provisions shall be made in the Deed of Conveyance and/or other documents to be executed in pursuance of this Agreement providing for the terms, conditions and covenants referred to in the Third Schedule hereunder written; the exact details of such terms, conditions and covenants shall be as may be reasonably required by the Advocates and/or Solicitors of the Builders, for the benefit and protection of all parties concerned.

31. Although the said Raheja Vistas Co-operative Housing Society Ltd has been formed, the Builders shall have absolute authority and control as regards the unsold flats and other premises and the disposal thereof. The Builders shall be liable to pay the Municipal taxes, at actuals, in respect of each of the unsold flat/s and the outgoings in respect of each of the unsold flat/s, similar to the outgoings payable by the other flatholder/s in the said Wing/building. In case the Deed of Conveyance is executed in favour of the Raheja Vistas Co-operative Housing Society Ltd before the disposal by the Builders of all the flats and other premises in the said building, then and in such case, the Builders shall join in as the Promoter Member in respect of such unsold premises and as and when such premises are sold, to the persons of the choice and at the discretion of the Builders, the Co-operative Housing Society shall admit as members the Purchasers of such premises without charging any premium or any other extra payment.

32. The Advocates and/or Solicitors of the Builders, shall prepare and/or approve, as the case may be, the Deed of Conveyance and all other documents to be executed in pursuance of this Agreement. All costs, charges and expenses, including stamp duty, registration charges and expenses in connection with the preparation and execution of the Deed of Conveyance and other documents shall be borne, shared and paid by all the Flatholders and Purchasers of premises in the said building in proportion to the respective purchase-price of their respective premises and/or be paid by the said Raheja Vistas Co-operative Housing Society Ltd.

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The stamp duty and registration charges of and incidental to this Agreement shall be borne and paid by the Flatholder. The Flatholder will lodge this Agreement for registration, latest within 4 (four) months from the date of its execution, and the Builders will attend the Sub-Registry and admit execution thereof, after the Flatholder informs them the number under which it is lodged. The Builders are, in any case, not responsible nor liable either for non-payment of stamp duty or registration charges or for any delay in lodging the document for registration or for delay in intimating the Builders after lodging the document to admit execution thereof.

34. Deposits of permanent nature/security deposits that may be demanded by or paid for the Brihanmumbai Mahanagar Palika, BSES/Reliance Energy Ltd. and other public bodies for the purpose of providing the amenity/facilities like water supply, electricity, or other service connections to the said building shall be reimbursed to the Builders at actuals by all the Flatholders and Purchasers of premises in the said building, in proportion to the respective area of their respective flats and premises, the amount of the same to be determined by the Builders. The Flatholder agrees to pay to the Builders within fifteen days of demand, such proportionate share of the Flatholder of such deposit.

35. If at any time any development and/or betterment charges or other levy are or is charged, levied or sought to be recovered by the Municipal Corporation of Greater Mumbai/Government and/or any other public authority in respect of the Scheduled Land, more particularly described in the First Schedule hereunder written and/or the said building, the same shall be borne and paid by all the Flatholders and Purchasers in proportion to the respective area of their respective flats and premises.

36. If at any time any service tax or VAT is charged levied or sought to be recovered by the concerned Authority in respect of the transaction envisaged herein, the same shall be borne and paid / reimbursed by the Purchaser to the Builder.

37. If for any reason prior to the receipt by the Builders of the total consideration money receivable by them, a Deed of Conveyance is executed in favour of the said Raheja Vistas Co-operative Housing Society Ltd and if on the date of such Conveyance the said building and/or other portions of the said Scheduled Land have not been disposed off by the Builders, on ownership basis, or if the Builders have not obtained in full the consideration money receivable by them from all persons who purchase flats in the said building, then and in such event, the Builders shall have the right to dispose off the unsold flats in the said building, and/or to receive the consideration money even though such Conveyance is obtained in favour of

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the Raheja Vistas Co-operative Housing Society Ltd. Adequate provisions for the above may be made in the Deed of Conveyance.

38. That all notices to be served on the Flatholder and the Builders as contemplated by this Agreement shall be deemed to have been duly served if sent to the Flatholder and the Builders by Registered Post A.D. and notified Email ID/ at their respective addresses specified below:

Name of the Flatholder **MR. SHAILESH TANDEKAR** and **MRS. KALIKA TANDEKAR**

Flatholder's Address:

**FLAT NO.204, WING - A,
WOODLAND HEIGHTS,
CHANDIVALI FARM ROAD,
ANDHERI (EAST),
MUMBAI - 400 072.**



Notified email ID: Shailesh.tandekar@gmail.com / kalika.tandekar@gmail.com

Name of the Builders: **POWAI DEVELOPERS (PROP: K. RAHEJA CORP PRIVATE LIMITED)**

Builder's Address:

**PLOT NO.C-30, BLOCK-G, OPP. SIDBI,
BANDRA KURLA COMPLEX,
BANDRA (EAST),
MUMBAI - 400 051.**

Notified Email ID: sales@kraheja.com

It is expressly clarified as under:

- (a) It shall be the duty of the Flatholder and the Builders to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Builders or the Flatholder, as the case may be.
- (b) In case there are Joint Flatholders, they shall be considered as joint and severable Flatholders for the purposes of this clause and all communications shall be sent by the Builders to the Flatholder whose name appears first and at the address given by him/her which shall for all intents and purposes be considered/deemed as properly served on all the Flatholders.

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39. As hereinabove recited, the loan availed of by the Builders from Kotak Mahindra Prime Ltd. against the registered Facility Agreement dated 3rd June 2013 and Registered Mortgage dated 19th January, 2016 (created by the Builders in respect of the specified unsold flats in Wings A, B, C, D, E, F, G and H of the said building together with the respective undivided interest in the Scheduled Land proportionate thereto and together with the receivables payable by the purchasers of flats/premises in the aforesaid Wings) has been repaid in full and no amount is due towards the said loan. Accordingly, Kotak Mahindra Prime Ltd has issued the requisite No Dues Letters dated 12th April 2017 and 15th May, 2018, bearing Nos. COPS/CRE/NDC/2017-18/93 and COPS/CRE/NDC/2018-17/202 respectively. The Release Deeds are in the process of being executed and the requisite Forms will be filed regarding the satisfaction of the above referred charges with the Registrar of Companies.

40. Till the Conveyance is executed in favour of the Raheja Vistas Co-operative Housing Society Ltd as provided in this Agreement, the Flatholder shall permit the Builders and their servants and agents, with or without workmen and others at all reasonable times to enter into and upon the said premises or any part thereof to view and examine the state and condition thereof and the Flatholder shall make good, within three months of the Builders giving a notice, all defects, decays and wants of repair of which such notice in writing shall be given by the Builders to the Flatholder, and also for the purpose of repairing any part of the said building and for the purpose of making, repairing, maintaining, re-building, cleaning, lighting and keeping in order and condition all services, drains, pipes, cables, water-courses, gutters, wires, partition walls or structure or other conveniences belonging to or serving or used for the said building, and also for the purpose of laying, maintaining, repairing and testing drainage and water-pipes and electric wires and cables and for similar other purposes and for all other purposes contemplated by this Agreement.

41. It is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace flats in the said building/s, if any, shall belong exclusively to the respective purchasers of the terrace flats, if so specifically allotted by the Builders and such terrace spaces are intended for the exclusive use of such respective Purchasers of the terrace flats. The said terrace spaces shall remain open to sky until and unless permission is obtained in writing by the Purchaser thereof from the Municipal Corporation of Greater Mumbai and the Builders or the Co-operative Housing Society, as the case may be.

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42. The Builders have constructed a Club House and Swimming Pool on a portion of the Scheduled Land, for the benefit and use of all the Purchasers of premises in the building named "RAHEJA VISTAS (Wings A, B, C, D, E, F, G, H, I, J & K)" and such other buildings in the layout land, as may be required by the M.C.G.M. This facility shall be subject to the Rules and Regulations as may be framed by the Builders and the Flatholder shall abide by the same.

43. The Builders shall have a first lien and charge on the said premises agreed to be acquired by the Flatholder in respect of any amount payable by the Builders under the terms and conditions of this Agreement.

44. The nature, extent and description of the "common areas and facilities" and of the "limited common areas and facilities" shall be as under:

44.1. **Common areas and facilities:**

- (i) Entrance lobby and foyer of the said building will be for the benefit of the Purchasers of premises in the said building;
- (ii) The Club House and Swimming Pool (on portion of the Scheduled Land) and the appurtenant area thereto will be common for the benefit and use of all the Purchasers of premises in the said building named "RAHEJA VISTAS (Wings A, B, C, D, E, F, G, H, I, J & K)" and such other buildings, as may be required by the M.C.G.M., in accordance with the sanction/approval of the M.C.G.M.;
- (iii) Compound of the said building (i.e. the open area out of the said Scheduled Land shown bounded red on the Plan "A" hereto annexed) subject to the rights reserved in Clause 21.4. hereinabove written;
- (iv) The staircase of the respective wing of the said building, including main landing, for the purpose of ingress and egress of the Flatholders and Purchasers of premises in such wing and visitors to such wing, but not for the purpose of storing or for recreation or for residence or for sleeping;
- (v) Demarcated terrace of such adequate area, as may be permissible and determined by the Builders, above the top floor of the wing in which the said premises is situate for being used for common purposes like putting up T.V. Antenna and for being used as an open terrace by the members owning flats in the building/wing but not for putting up any construction or as a play area or for pounding of "masala" or any such objectionable user;



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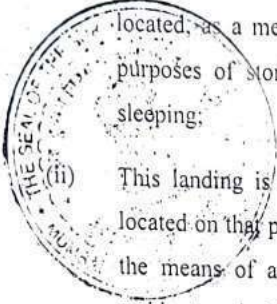
Servant toilet in the stairs on the ground floor of the said building and/ or as determined by the Builders.

- (vii) Watchman's cabin in the compound of the said building or as may be determined by the Builders;

The Flatholder will have a proportionate undivided interest in the above.

44.2. Limited common areas and facilities:

- (i) Landing in front of the stairs on the floor on which the said premises is located, as a means of access to the said premises but not for the purposes of storing or as a recreation area or for residence or for sleeping;



- (ii) This landing is limited for the use of the residents of the premises located on that particular floor and for visitors thereto, but is subject to the means of access for reaching the other floors, available to all residents and visitors;

- (iii) The Refuge Areas provided on the specified floors of each Wing of the said building (as per the requirements and/or regulations made by the M.C.G.M., Chief Fire Officer, to that effect, from time to time) shall be for the restricted and permissible common use of the Occupants of the residential flats/premises in the said building. The respective owner/s of the respective flats/premises in the said building will have a proportionate share in the said Refuge area and the Purchasers/Flatholder/the Co-operative Housing Society shall comply with the requirements/conditions contained in the NOC of the Chief Fire Officer, Municipal Corporation of Greater Mumbai and/or the regulations/directions made thereto from time to time.

45. All payments, required to be made under this Agreement, shall be made by Account Payee Cheques in favour of the Builders and no payment made otherwise than as aforesaid, shall be valid or binding against the Builders. Further, no receipt for any payment shall be valid or binding unless it is issued by the Builders on their printed letter-head/receipt form.

46. REFUGE AREA:

As per the directions of the Fire Department, Municipal Corporation of Greater Mumbai, the Flatholder has been informed that Refuge Area is provided on the specified floors of each Wing of the said building, as per the requirements and/or

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regulations made by the M.C.G.M., Chief Fire Officer, to that effect, from time to time. The Purchasers/Society/occupants of premises in the said building are bound to observe and comply with the requirements and/or regulations made by the M.C.G.M., Chief Fire Officer, to that effect, from time to time. The Purchaser/ Flatholder hereby agrees to comply with the above requirements and the regulations made by the M.C.G.M., Chief Fire Officer, to that effect, from time to time.

47. Any delay tolerated or indulgence shown by the Builders in enforcing the terms of this Agreement or any forbearance or extension of time to the Flatholder by the Builders shall not be construed as a waiver on the part of the Builders of any breach or non-compliance of any of the terms and conditions of this Agreement by the Flatholder nor shall the same in any manner prejudice the rights of the Builders.

48. The benefit of the Car/Scooter Parking Spaces in the basement of Wings A, B and C respectively, stilt floor of Wings A to K respectively, first floor (podium level) of Wings A to K respectively and second floor (podium level) of Wings A to K respectively of the said building may be earmarked/provided by the Builders (as per their discretion) for use by the Purchaser/s of the premises in the said building for the specific purpose of parking their respective light motor vehicle/s. The said use of the respective earmarked parking space/s shall be heritable and transferable alongwith the respective Flat/premises to which it belongs.

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

(A) The Builders state as under:

We are assessed to Income-tax by the **Dy. Commissioner (Mumbai) – Special Range 6**, and the Permanent Account Number allotted to us is **AAACP 0522 B**.

(B) The Flat Purchasers state as under:

1. I, **MR. SHAILESH TANDEKAR**, the Flatholder withinnamed, am assessed to Income-tax, and the Permanent Account Number/G.I.R. No. allotted to me is **AEFPT3462A**.

2. I, **MRS. KALIKA TANDEKAR**, the Flatholder withinnamed, am assessed to Income-tax, and the Permanent Account Number/G.I.R. No. allotted to me is **ALMPM5976G**.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of demarcated land admeasuring 21,200 sq meters or thereabouts, being demarcated Building Sub Plot No. 39, bounded as follows:

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bearing CTS No.119F/1A/1 of Village Tungwa, Taluka Kurla (W) in Greater Mumbai.
within the Registration District and Sub-District of Mumbai City and Mumbai
Suburban and bounded as follows:

On or towards the

North – Partly by 8 M. wide internal road and partly by Building Sub-Plot No.31;

South – By Building Sub-Plot No.15;

West - By 12 M. wide internal road;

East - By Layout R.O.

**THE SECOND SCHEDULE ABOVE REFERRED TO:
SPECIFICATIONS, FIXTURES, FITTINGS AND AMENITIES**

1. Well-designed entrance hall on the ground floor (lobby).
2. Two/three Elevators (Brand "Toshiba") in each Wing of the said building.
3. Concealed copper wiring and ELCB at meter and MCB at main distribution board in the flats.
4. Concealed hot and cold water arrangement through storage type heater in toilet.
5. Quality sanitary ware and plumbing fixtures (Brand "Cera" or equivalent).
6. Marble flooring in hall, Marble flooring in Two bedrooms and Laminated Wooden flooring (Brand "Pergo or equivalent") in Guest bedroom, kitchen (Ceramic flooring – Brand "Kajaria" or equivalent) and passage within the flat.
7. Good granite/marble/vitrified ceramic flooring (Brand "Kajaria" or equivalent) in the toilet.
8. Oil bound distemper paint to walls and ceiling.
9. Ceramic tiles dado upto Door height in toilet and upto 18" above kitchen platform.
10. Aluminium windows.
11. Teakwood door frames and panelled/flush shutter painted with oil paint.
12. Provision of Cable T.V. point in the living room and bedroom.
13. Provision of Telephone point in the living room and bedroom.
14. Fan in hall, bedroom and kitchen.
15. Intercom facility between the Flatholder and security.
16. Two Covered Car Parking Space shall be earmarked by the Builders to enable the Flatholder to park two passenger cars (as a benefit confined to the said premises)

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Terms, Conditions and Covenants to be observed and adhered to by the Flatholders /
Housing Society)

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1. **PROVISIONAL ACCESS TO AND FROM THE POINTS MARKED AS RW1 AND RW2**

As hereinabove stated in Clause 21.5., the provisional access will be maintained and repaired by the specified group of buildings along with the said building (who are permitted to use the same by the Builders on the terms and conditions specified by the Builders) and the costs & expenses for maintaining, carrying out repairs/replacements to the said provisional means, etc. shall be borne and paid by such group of buildings and the said buildings in proportion to the respective built up area (i.e. total constructed area) of the concerned demarcated building plots/sub-plots).

2. **MEANS OF ACCESS/INTERNAL LAYOUT ROADS/PEDESTRIAN PATHWAY/ RIGHT OF WAYS:**

All the access roads/internal roads/pedestrian pathway, etc. in the said larger property will be common to and serve the various buildings in the said larger property (which includes the said building viz. "RAHEJA VISTAS (Wings A, B, C, D, E, F, G, H, I, J & K)" as a common means of access to and from the said larger property.

The Right of Way hereinbefore recited and referred to in Clause 20 will be common to and serve the various buildings in the said larger property (including the said building constructed by the Builders on the Scheduled Land), as the common means of access to and from the public roads, on the terms and conditions hereinbefore contained and more particularly set out in the Agreement/s hereinbefore recited.

These internal/access roads shall be maintained and repaired by the Apex Body and the proportionate cost of such maintenance and repairs shall be borne and paid by all the Co-operative Societies in the said larger property/layout land and consequently the Flatholders/Purchasers shall contribute his/her proportionate share towards such maintenance and repairs.

3. **PEDESTRIAN PATHWAY:**

The Right of Way for Pedestrians passing through the 2.10 m wide pathway (i.e. the flight of steps ascending/descending in East-West direction from the



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access road) is to serve as a Common Right of Way for the Builders, owners and or the occupiers of the various buildings in the said layout land.

Such Pedestrian Pathway (including the gates with proper security) shall be lighted, maintained, repaired and kept in good and proper condition by the Apex Body.

4. **AUXILIARY TANKS:**

The auxiliary tanks (if any) for the buildings in the said larger property/said layout land (including the said building constructed by the Builders on the Scheduled Land) may be located at a site to be selected by the Builders in the said larger property. The auxiliary tanks for a particular group of buildings, as may be determined by the Builders, will be maintained by the said group of buildings. The necessary pathway shall be made available for access to the said auxiliary tanks and pump rooms for the purpose of maintenance and repairs thereof.

5. **DRAINAGE/SEWERAGE:**

The drainage/sewerage lines of all the buildings in the said larger property, (including the said building constructed by the Builders on the Scheduled Land) and the electric cables, TV cables, telephone cables and storm water drains serving the various buildings in the said larger property, including the aforesaid building will run under, across or over the Municipal/D.P. road/s, layout roads and access roads, etc. as may be decided by the Builders.

6. **ELECTRICAL SUB-STATIONS:**

Electrical sub-stations, as required by B.S.E.S. Ltd./Reliance Energy Ltd., may be provided in the said larger property and will serve such of the buildings in the said larger property (which includes the said building constructed by the Builders on the Scheduled Land), as also the adjoining properties in the neighbourhood, as directed by B.S.E.S. Ltd.

7. The Flatholder is aware that the parking spaces, suction tank and pump room of the School building (on Sub-divided Plot E of the said layout land) is located in the contiguous area of the land bearing C.T.S. No. 119F/1A/1 of the said layout land. The Flatholder consents to the same and neither the Flatholder nor the Society will raise any objections and/or hindrance to the same or the user thereof. Adequate provisions for the above will be made in

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the final documentation to be prepared by the Architects and/or Solicitors of the Builders.

8. The areas in the said larger property reserved for public purposes such as play ground, etc. and amenity space shall be handed over to the Municipal Corporation of Greater Mumbai, as may be required under the provisions of the Development Control Regulations for Greater Bombay and other relevant laws. The Builders alone shall be entitled to enjoy all the benefits that may accrue on account of the handing over of the said areas.

9. **INFRASTRUCTURAL FACILITIES:**

The common infrastructural facilities/amenities located in the larger property (alongwith the means of access thereto, if any) will be common to all the buildings as may be constructed in the larger property. The said facilities/amenities will be provided by the Builders at the time of the completion of the entire development Project of the larger property.

10. **APEX BODY:**

An Apex Body in the form of an Association/ Federation of the holders of all the different building plots/ sub-plots in the said larger property and/or the Raheja Vihar Complex shall be formed for the maintenance, repair and upkeep of the following, i.e. the layout roads, internal access roads/pathway, etc., the Common garden/recreation area mentioned at item 8 above, retaining wall, hilltop area, slopes, street lighting, auxiliary tank with pump, storm water drains, sewerage, sullage tank with pumps etc. and other common amenities including water bodies such as fountains, Dish antennas and the Right of Ways etc. (the expenses thereof to be borne by them respectively in proportion to the respective built up area of their concerned premises/building plots/sub-plots, as the case may be). The aforesaid Apex Body shall be constituted under the guidelines to be framed by the Builders and the Apex Body shall function on the basis of such guidelines. The said Apex Body shall unconditionally accept and adopt the guidelines as framed by the Builders. The owners/occupiers of all the different buildings in the said larger property/Raheja Vihar Complex or the respective Co-operative Society/Societies of the respective Buildings in the said larger property/Raheja Vihar Complex, as the case may be, will be the member/s of such Apex Body.

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It is agreed, accepted and confirmed by the Flatholder that until the Apex Body is formed and constituted for the maintenance and management of the infrastructure as aforesaid, the Builders shall have the full power and authority to manage and maintain the aforesaid infrastructural facilities in such manner as the Builders may deem fit and for this purpose the Builders shall be entitled to lay down such terms and conditions including payments to be made by the Flatholder to enable the Builders to effectively administer and maintain the said infrastructural facilities and the Flatholder has hereby expressly consented and agreed to abide by the terms laid down by the Builders and the Flatholder shall not question nor dispute the Builders in respect of any matters concerning the same.

(a) Adequate amount towards Apex Body Expenditures (which includes, inter alia maintenance of the layout infrastructure) shall be taken by the Builders from the Purchasers of all the flats until the Apex Body as stated hereinabove is formed.

(b) At the time of obtaining possession of the said premises from the Builders, the Flatholder shall keep deposited with the Builders, an adhoc deposit of **Rs.41,625/- (Rupees Forty One Thousand Six Hundred Twenty Five Only)** which is computed based on present estimates (but subject to revision by the Builders, from time to time) as security towards payment of the Flatholder's proportionate share towards Apex Body Expenditures as specified in sub-para (c) below, (which includes, inter alia, maintenance of the layout infrastructures) until the Apex Body is formed. The said sums of deposit/adhoc amounts shall not carry interest and will remain with the Builders until the said Apex Body is formed, and thereupon, the aforesaid deposits/adhoc amounts (less deductions, if any), shall be paid over by the Builders to the Apex Body.

(c) The Flatholder agrees and binds himself to pay his/her/its/their monthly provisional contribution of **Rs.833/- (Rupees Eight Hundred Thirty Three Only)** which is computed based on the present estimates (but subject to revision by the Builders, from time to time) (regularly every month, by the 5th day of each English calendar month) (on and from the expiry of fifteen days from intimation as provided in Clause 12 hereinabove), to the Builders (in the event the Maintenance Agency referred to in sub - clause (d) below is not formed) until the Apex Body is formed and thereafter to the Apex Body towards his/her/its/their proportionate share (that may be decided by the

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Builders/Maintenance Agency or the Apex Body, as the case may be) towards the Apex Body Expenditures. It is clarified that the aforesaid provisional contribution is as per the present estimates and therefore is not final and is subject to revision by the Builders, from time to time, and the Flatholder agrees and undertakes to pay the aforesaid provisional monthly contribution or the revised amount that may be determined by the Builders (as provided in this clause) in accordance with the demand by the Builders and the Flatholder shall not withhold the same for any reason whatsoever.

(d) Notwithstanding the provisions contained in the Para 10 above, for the purpose of managing the common amenities/infrastructures which will serve all the different plots/sub-plots comprised in the said layout and the Builders shall be entitled, in its absolute discretion, to nominate or appoint a person, firm or body corporate {hereinafter referred to as the "Maintenance Agency"} who shall perform such functions. The Flatholder shall abide by the terms and conditions of the Agreement with such Maintenance Agency and pay to such Maintenance Agency, its proportionate share of the outgoings (as may be determined by such Maintenance Agency) and also the fees and charges of such Maintenance Agency, alongwith applicable taxes. In such event, the Builders shall not be responsible / liable to the Flatholder (and other purchasers/holders/ owners of flats/ premises in the said building) for the management, maintenance, payment of taxes, outgoings etc. in respect of/relating to the common amenities/infrastructures which will serve all the different plots/sub-plots comprised in the said Layout Land. In the event of delay/ default by the Flatholder in making payment to such Maintenance Agency, the Builders shall be entitled to and is authorised by the Flatholder to reimburse/pay to the Maintenance Agency, the default amounts (including interest payable thereon, if any), out of and to the extent of the deposits/adhoc amounts specified in sub para (b) of this Para 11. It is hereby clarified that such reimbursement/payment shall not absolve the Flatholder of his/her/its/their liability to pay the delay/default amount to the Maintenance Agency. Accordingly, subsequent to the said reimbursement/payment, the Flatholder shall also contribute towards additional deposits/adhoc amounts, as may be required by the Builders, in the event of the aforesaid deposits/adhoc amounts



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that event the Maintenance Agency shall refund the said reimbursed/paid amount to the Builders towards replenishment of the Flatholder's respective deposits. The Flatholder hereby agrees and undertakes to deposit and keep deposited with the Builders the deposits/adhoc amount specified in sub-para (b) in accordance with the terms and conditions mentioned in this Para 11 to the end and intent that the said deposits/adhoc amounts shall remain with the Builders until paid over to the Apex Body as set out in sub-para (b).

12. General Rules and Guidelines of the Club House and Swimming Pool:

(a) Subject to the Flatholder complying with the General Rules and Regulations of the Club-House and the Swimming Pool and the other facilities appurtenant thereto, the membership of the said Club House and Swimming Pool is a facility and amenity available to the Flatholder as the owner of the said premises.

(b) This facility/amenity will be considered to be a privilege attached to the ownership of the said premises to the end and intent that:

(i) as and when the said premises are sold this facility/amenity shall be transferred to the Purchaser.

and

(ii) the Flatholder shall not be entitled to separate or segregate or retain for himself/herself membership of the Club House and Swimming Pool and decline to transfer such amenity/facility alongwith the sale and transfer of the said premises.

13. PROVISION FOR MAINTENANCE & REPAIRS:

It is expressly clarified by the Builders and agreed to by the Flatholder as under:

(i) That the Flatholder/the Society will be obliged, as and when required, to contribute proportionately towards the cost of repair to and maintenance of the common roads, common garden, lighting, common pipes and other common facilities/ amenities referred to above, in such manner as may be directed by the Builders.

(ii) That any other service/ facility/infrastructure, which is to serve or to be used by a particular group of buildings in the said larger property, may be provided by the Builders, at the site/s in the said larger property, as

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may be required by the Builders. Such service/ facility/ infrastructure (after it is provided by the Builders), will be maintained and repaired by the said particular group of buildings and the costs & expenses for maintaining, carrying out repairs/replacements to the aforesaid service/ facility/infrastructure, etc. shall be borne by such group of buildings (in proportion to the respective built up area (i.e. area constructed out of their concerned demarcated area/ building plots/sub-plots) and the necessary pathway for access to the aforesaid service/ facility/infrastructure for the purpose of maintenance and repair thereof, shall be made available by the concerned group of buildings. Such service/ facility/ infrastructure is provided by the Builders.



IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hand and seal the day and year first hereinabove written.

SIGNED AND DELIVERED by the)
 withinamed Builders POWAI)
 DEVELOPERS (PROP: K. RAHEJA)
 CORP. PRIVATE LIMITED))
 in the presence of

FOR POWAI DEVELOPERS)
 PROP. K. RAHEJA CORP. PVT. LTD.)
 AUTHORIZED SIGNATORY)

(Datta Salunkhe))

SIGNED AND DELIVERED by the)
 withinamed Flatholder)
 MR. SHAILESH TANDEKAR.....)
 MRS. KALIKA TANDEKAR)
 in the presence of *Dr. Anil S. Tandekar*)

Kalika)
Kalika)

Sandekar)



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ANNEXURE "A"

PLAN - A

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C.T.S. NO. 119 F/1A

C.T.S. NO. 119 F/1B

C.T.S. NO. 119 F/6

Kalika

Kalika

NOTE :-

- BOUNDARY OF C.T.S. NO. 119 F/1A SHOWN (FERGED BLUE) BOLDERS. RESERVE THE RIGHT TO ALTER THE LAYOUT/MAKE VARIATIONS IN THE LAYOUT. ()
- BOUNDARY OF 1/4 SEPARATED BLUE PLOT NO. 39 CN SUB PLOT-B ()
- EXISTING STANDINGS (FARM HOUSE) SHOWN SHADED BLUE ()
- LAYOUT ROAD (MUNICIPAL ROAD) SHOWN BURY ()
- RIGHT OF WAY (R/W) () SHOWN SHADDED YELLOW ()
- INTERNAL LAYOUT ROADS (SUBJECT TO ALTERATION) SHOWN () DRAINAGE ()
- RIGHT OF WAY (R/W) () SHOWN HATCHED BROWN ()

FOR POWAI DEVELOPERS
PROP. K. RAHEJA CORP. PVT. LTD.

[Signature]
AUTHORISED SIGNATORY

CHANDIVALI FARM ROAD

TENTATIVE LOCATION PLAN

PROPOSED RESIDENTIAL BUILDING NO. 39 CN SUB PLOT-B BEARING C.T.S. NO. 119F/1A OF VILLAGE TUNGWA, OFF CHANDIVALI FARM ROAD, KURLA

MUMBAI LUNAR



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 २०१६

राज्यपालिका कार्यालय

क्र. १११६/१२३
 दिनांक १२/०५/२०१६

क्र.सं.	व्यक्ति	पद/व्यवस्था	वर्तमान पद (पु.) पूर्व पद (पु.)	व्यवस्थापक
१११६/१२३	स्व. सु. मा. अ. वि. मु. उ. मु. याचेकडिल पो. वि. आदेश क्र. सो/कार्या-७/पो. वि. एन. आर. १०९ दि. १६-४-९० मा. जिल्हाधिकारी मु. उ. मु. याचेकडिल पो. वि. आदेश क्र. सो/कार्या-७/पो. वि. एन. आर. ८०३ दि. १३-१-९२ व शुभीपत्रक क्र. सो. कार्या-७/पो. वि. एन. आर. ०९ दि. २०-५-९२ व मा. वि. नि. पु. अ. तथा न. पु. अ. क्र. ७ मुंबई याचेकडिल आदेश क्र. न. पु. क्र. ११९/पो. वि. नि. न. १२१/९२ दि. १७-६-९२ अन्वये नविन पो. वि. न. पु. क्र. ११९ आच. ११९६, ११९७ चे अनुक्रमे क्षेत्र ८१८०.४ चौ.मी. ४२६५.३ चौ.मी. व २७७२२.० चौ.मी. एकूण क्षेत्र ४०१६७.७ चौ.मी. प्लॉट नं. पु. क्र. ११९ चे मि. प. वरील क्षेत्र २०४८२२.८ चौ.मी. अंतर्गत वना कलम शिल्लक क्षेत्र १६४६५५.१ चौ.मी. वर कायम केले व त्याचा न. पु. क्र. ११९६ असा केला.			मा. अ. वि. मु. उ. मु. याचेकडिल पो. वि. आदेश क्र. सो/कार्या-७/पो. वि. एन. आर. १०९ दि. १६-४-९० मा. जिल्हाधिकारी मु. उ. मु. याचेकडिल पो. वि. आदेश क्र. सो/कार्या-७/पो. वि. एन. आर. ८०३ दि. १३-१-९२ व शुभीपत्रक क्र. सो. कार्या-७/पो. वि. एन. आर. ०९ दि. २०-५-९२ व मा. वि. नि. पु. अ. तथा न. पु. अ. क्र. ७ मुंबई याचेकडिल आदेश क्र. न. पु. क्र. ११९/पो. वि. नि. न. १२१/९२ दि. १७-६-९२ अन्वये नविन पो. वि. न. पु. क्र. ११९ आच. ११९६, ११९७ चे अनुक्रमे क्षेत्र ८१८०.४ चौ.मी. ४२६५.३ चौ.मी. व २७७२२.० चौ.मी. एकूण क्षेत्र ४०१६७.७ चौ.मी. प्लॉट नं. पु. क्र. ११९ चे मि. प. वरील क्षेत्र २०४८२२.८ चौ.मी. अंतर्गत वना कलम शिल्लक क्षेत्र १६४६५५.१ चौ.मी. वर कायम केले व त्याचा न. पु. क्र. ११९६ असा केला.
१११६/१२३	स्व. सु. मा. अ. वि. मु. उ. मु. याचेकडिल पो. वि. आदेश क्र. सो/कार्या-७/पो. वि. एन. आर. १०९ दि. १६-४-९२ अन्वये न. पु. क्र. ११९६ चे मिळकत पत्रिकेवर दि. १५-३-७७ रीती दाखल केलेली वि. रो. सान्याची नोंद क्षेत्र हे नव्याने पाडलेल्या पो. वि. न. पु. क्र. ११९६ चे हद्दीत येत असलेल्या सरकारी विनरोती सारा व क्षेत्राची नोंद न. पु. क्र. ११९६ चे मिळकत पत्रिकेवर जशीच्या तशी दाखल केली व न. पु. क्र. ११९६ चे मि. प. वरील विनरोती नोंद कमी केली असे.			
१११६/१२३	स्व. सु. मा. जिल्हाधिकारी मु. उ. मु. याचेकडिल पो. वि. आदेश क्र. सो/कार्या-७/एकत्रीकरण/पो. वि. एन. आर. १४५० दि. २०-५-९३ तसेच मा. वि. नि. पु. अ. तथा न. पु. अ. क्र. ७ मुंबई याचा आदेश क्र. न. पु. अ. ७/मौद. नं. २१०/९३ दि. २-७-९३ अन्वये न. पु. क्र. ११९६ या मिळकतीमध्ये पाडलेले भूट विभाजन न. पु. क्र. क्षेत्र चौ.मी. ११९६/२ - ७२३३.२ ११९६/३ - १७८२.२ ११९६/४ - ३९४७.४ ११९६/५ - ३४४५.८ ११९६/६ - ८३२२.२ ११९६/७ - ३६६४.२ ३६९५.० चौ.मी. वरील एकाच पडलेले भूट विभाजनाचे एकूण क्षेत्र ३६९५.० चौ.मी. क्षेत्र मूळ मिळकत पत्रिकेवरील क्षेत्र १,६४,६५५.१ चौ.मी. मूळ वना कलम शिल्लक क्षेत्र १२८४६०.१ चौ.मी. क्षेत्र कायम केले व प्लॉट नं. पु. क्र. ११९६ चा न. पु. क्र. ११९६/१ असा केला अंतर्गत वरील पो. वि. न. पु. क्र. ११९६/२ ते ११९६/७ च्या नविन स्वतंत्र वि. पत्रिका उपडणेत आल्या आहेत.			



करल - ५
 १०९६० ५७ ११०
 २०१८

महानगरपालिका

सु.सं. नं. ११९८/१९८
 आ.सं. नं. ११९८/१९८
 न.सं. ११९८/१९८
 न.सं. ११९८/१९८

क्र.सं.	व्यक्ति	छाड क्रमांक	नविन धारक (पु) पुरैदार (न) किरा धर (म)	संस्थापक
११९८/१९८	मा. जिल्हाधिकारी मु. ३.मु. पांचकोटिल वि. नं. ३३६६७.५ चो.मो. क्षेत्र कायम केलो व न.पु.क्र.११९८/१ चा न.पु.क्र.११९८/१अ असा गेरो बदल केला व नविन उपडलेल्या निळकत पत्रिका न.पु.क्र.११९८/१च असा दिला.			
११९८/१९९	मा. जिल्हाधिकारी मु. ३.मु. पांचकोटिल वि. नं. आदेश क्र. No.C/Desk VII-A/LND/NAP/SR-४६०७ दि. २४-३-९५ व मा.न.पु.अ.क्र.७ न.सं. पांच आदेश दि. २८-८-९५ अन्वये असा प्रकार सो. नमुद करून वि.रो.सामपाचो नोंद केलो. र.क्र.११९८/२/-			
११९८/१९९	मा. अधिका भूमि अधिलेख मुंबई उपनगर जिल्हा पांचकोटिल क्र. न.पु.सं./पाटकोपर/निळकत पत्रिका पुनर्लेखन/९८ बादा दि.३०.६.९८ अन्वये व न.पु.अ.पाटकोपर पांचकोटिल आदेश दि.२५.२.९९ अन्वये न.पु.क्र. ११९८/१अ चो निळकत पत्रिकेचे पुनर्लेखन करून मशीन कार्ड नं.११९९ न.पु.क्र.११९८/१अ चो मशीन निळकत पत्रिका उगडली व म.कार्ड नं.४७७ घरील सर्व नोंदी म.का.नं. ११९९ वर घेऊन न.कार्ड नं.४७७ चो निळकत पत्रिका रट केलो असे.			सो. ११९८/२-१६ न.पु.अ. पाटकोपर
११९८/२००	मा. जिल्हाधिकारी मुंबई उपनगर पांचकोटिल आदेश क्र. नं.क्र/मा. २डी/एकिकरण/एसआरके -२२४ दि. २३/१/२००३ इकाटोल एकत्रि/पो.वि./मो.र.नं.३४३/०७ दि. १/८/०७ अन्वये न.पु.क्र. तुंगये पैपील न.पु.क्र. ११९अ/२,११९च ११९फ/१च चे एकूण क्षेत्र ५,१५०.०० चौ.मो.क्षेत्र सामील करून त्याचे क्षेत्र -१३८८१७.५० चौ.मो.कायम केलो व पोटकिभाजनाकडे कां होणारे न.पु.क्र. ११९ फ/१अ/२, ११९फ/१अ/३,११९फ/१अ/४ चे एकूण क्षेत्र ५५८९.५५ चौ.मो. वजा करून शिल्लक क्षेत्र न.पु.क्र. ११९फ/१अ,ला १३३२२७.९५ चौ.मो. कायम करून न.पु.क्र. ११९फ/१अ ला ११९फ/१अ/१ असा गेरो दिला व पोटकिभाजना प्रमाणे नविन निळकत पत्रिका उपटून न.पु.क्र. ११९फ/१अ/२(म.का.नं.६४९०) क्षेत्र २५३.२२ निळात्तीभूखंड व न.पु.क्र. ११९फ/१अ/३(म.का.नं.६४९१) क्षेत्र १६८०.०० शाळसाठो न.पु.क्र. ११९फ/१अ/४ (म.का.नं. ६४३२) क्षेत्र ३६५६.४०चो.मो. डो.पो. रांड अर्गो आरक्षणाचो नोंद केली व धारक सत्ता प्रकार पुर्वो प्रमाणे बायम ठेवला व न.पु.क्र. ११९४,११९अ/२,११९फ/१च ह्या निळकत पत्रिका रट केल्या.			म.एसा.क्र.१६१ घनसे सो. ८/१/२००८ न.पु.अ.पाटकोपर.



N.J. KAPADIA
ADVOCATE & SOLICITOR

PHONE: 26482512

ANNEXURE "C"

करल - ५	
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२०१४/६ ARDEN CREST WEST AVENUE SANTACRUZ (WEST) MUMBAI-४०० ०५४.	

REPORT ON TITLE

Re: Building No.39 named "RAHEJA VISTAS" having multiple Wings, being constructed by and belonging to M/s. Powai Developers (Prop: K. Raheja Corp Pvt. Ltd.) on demarcated portion of the plot admeasuring 21,200 sq. mtrs. or thereabouts (hereinafter referred to as "the said demarcated land") being a portion of larger Sub-divided plot measuring 1,33,667.45 sq. mtrs. approximately bearing C.T.S. No.1755/A of Village Powai, Taluka Kurla, B.S.D., situated at Andheri (East), Mumbai.

I refer to my Report on Title dated 14th June, 2013 in respect of the captioned properties. A copy of the said Report is annexed as Annexure-1 hereto. I have been requested to update the said Report on Title.

As stated in my last Title Report, some litigation has started with Sir Mohd. Yusuf Trust and three other Trusts. Hence, I am giving a detailed Report on Title with regard to the said properties.

1. One Mulji Haridas was the owner of lands, hereditaments and premises in 6 villages, namely, Saki, Tungwa, Powai, Tirandaz, Paspoli and Kopri (called "the Powai Estate") and had mortgaged the same to Central Bank of India Ltd. By a Conveyance dated 6th July, 1938, the said Mulji Haridas, at the request and by the directions of Central Bank of India Ltd., granted and conveyed the said lands, hereditaments and premises unto (i) the Mutavalis of Sir Mohamed Yusuf Family Trust (3/6 undivided portion of the said land, hereditaments and premises), (ii) Sherbanu, wife of Mohamed Agboatwala (1/6 undivided portion of the said land, hereditaments and premises), (iii) Rabia Banu, wife of Mohamed Mitha (1/6 undivided portion of the said land, hereditaments and premises) and (iv) Shabanu, wife of Siddik Suleman (1/6 undivided portion of the said land, hereditaments and premises). By Indentures of Wakf created by them, the said Sherbanu, the said Rabia Banu and the said Shabanu granted and conveyed unto mutavalis, respectively, of Sherbanu Trust, Rabiabanu Trust and Shabanu Trust, the respective 1/6 undivided shares of the said Sherbanu, the said Rabiabanu and the said Shabanu in the said lands, hereditaments and premises. The Mutavalis of the aforesaid four trusts, thus, came to own the properties in the six villages namely, the Powai Estate, as aforesaid, including village Tungwa.
2. By two separate Indentures of Lease both dated 21st October, 1948, registered with the Sub-Registrar of Assurances at Bombay under serial No. 4425/48 and No. 4427/48 and both made between (i) the Mutavalis of the aforesaid four Trusts, (ii) the wakifs or authors of the said four Trusts in their respective personal capacities as well as such wakifs or authors (hereinafter referred to as the Head Lessors) and (iii) one Chandrabhan Bhuramal Sharma and two others (hereinafter called "the said Head-Leases Nos 4425/48 and No. 4427/48), the lands, hereditaments and premises in the villages of Powai, Tungwa, Paspoli and Kopri in the Thane District and Saki in Bombay Suburban District, described in the Schedule thereto and for the

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SOLICITORS	

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period mentioned therein were demised unto the said Chandrabhan Bhuramal Sharma and two others (therein described as "tenants" and hereinafter referred to as the Head-Lessee). Pursuant to the said Head Leases Nos 4425/48 and No. 4427/48, the Head Lessors handed over possession of the said lands to the Head Lessees.

3. The said Chandrabhan Bhuramal Sharma and two others along with one Manubhai Tolashankar, Parde, entered into a partnership, which was deemed to have commenced business on 1.4.1948, in the firm name and style as Shree Gopal Housing and Plantation Society. The lands, hereditaments and premises being part of the aforesaid two Indentures of Lease bearing Nos. 4425/48 and 4427/48 were treated as partnership properties of the said firm. The said partnership firm was dissolved on or about 15.8.1951 by mutual consent by Agreement of Dissolution dated 10.8.1951, inter alia, providing for taking over of the entire business and assets of the said partnership firm including the lands, hereditaments and premises demised as aforesaid by the said Chandrabhan Bhuramal Sharma.
4. By five separate Indentures of Sub-Lease i.e (i) three Indentures of Sub-Leases dated 4.10.1958, 14.3.1959 and 24.7.1959, registered with the Sub-Registrar of Assurances at Bombay under serial Nos. 817/59, 2140/59 and 5834/59 respectively under the said Head-Lease bearing Nos 4425/48 and (ii) two Indentures of Sub-Lease dated 4.10.1958 and 24.7.1959 registered with the Sub-Registrar of Assurances at Bombay under serial Nos. 819/59 and 5836/59 respectively under the said Head-Lease bearing No. 4427/48 and by and under all said Sub-Leases made between (i) the said Chandrabhan Bhuramal Sharma, (ii) the partners (including the heirs of deceased partner/s) of the said partnership firm of Shree Gopal Housing and Plantation Society and (iii) one Smt. Tara Swarup, inter alia the large lands in Village Tungwa and described therein which included the captioned lands were sub-leased unto the said Smt. Tara Swarup for the residue of the respective terms granted by the said Indenture of Head Leases bearing No. 4425/48 and No. 4427/48. Pursuant to the said Sub-Leases, the possession of such sub-leased lands was handed over to the Sub-Lessees. Both the said Leases and all the aforesaid five Sub-Leases specifically contained clause that the total area leased as mentioned therein was an approximate area and that if the said area was on actual measurement found to be more or less, neither party, shall have any claim against the other for such discrepancy in the actual area, whatever such discrepancy might be.
5. By an Agreement for Sale dated 20.7.1961 and made between the Head Lessor on the one hand and the Head Lessee on the other, the Head Lessor agreed to sale their reversionary rights inter alia under the aforesaid registered leases in favour of the Head Lessee and/or its nominee as mentioned therein.
6. By an order dated 10 May 1962, the Charity Commissioner of Bombay accorded sanction for the sale of reversionary rights in the lands in Powai estate as per the said Agreement for sale dated 20.7.1961 by the Head Lessor. The requisite order for sale of the said property forming

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the Powai Estate as per the Agreement for Sale dated 20.07.1961 was obtained from the Hon'ble High Court, Bombay in a Trust Petition being Trust Petition No. 32 of 1962. In pursuance of the said Agreement for Sale dated 20.7.1961, after the said sanction of the Charity Commissioner and the said High Court Order, several Indentures/conveyances were executed by the Head Lessor in favour of various parties nominated by the said Head Lessee in respect of lands, hereditaments and premises in the Powai Estate consisting of the six villages as aforesaid including the Indentures/conveyances mentioned herein after. Inter alia included the captioned lands in village Tungwa.

7. By two separate Indentures both dated 6.2.1964 registered with the Sub-Registrar Assurances at Bombay under serial No. 440/64 and No. 441/64 respectively entered into between the Head Lessors, therein referred to as the Vendors and the Head Lessee therein referred to as the Purchaser; and the three other partners (including the Head Lessee of Shree Gopal Housing & Plantation Society, therein referred to as Confirming Parties) and the Sub-Lessee Smt. Tara Swarup, therein referred to as Sub-Purchaser, the said Vendors, at the request of the Purchaser, sold, assigned, transferred and assured unto the Sub-Purchaser, namely, the said Smt. Tara Swarup, all those reversionary rights of the said Vendors in the lands, hereditaments and premises in village Tungwa described in the respective Schedules thereunder written and shown on the respective plans thereto annexed and surrounded thereon by red coloured boundary lines to the intent that the term created by the said Indentures of Head Lease bearing No. 4425/48 and 4427/48 in so far as it related to the respective terms created by the aforesaid five Sub-Leases respectively, so as to extinguish and merge in respective reversions and inheritances unto and in favour of the said Smt. Tara Swarup. The land comprised in the Indenture bearing No. 440/64 and 441 /64 includes the captioned lands.
8. The area of the lands comprised in the Indenture bearing No. 440/64 and 441/64 were not surveyed or measured on the date of the said Indenture. The reversionary rights in respect of the said lands were acquired and purchased by the said Smt. Tara Swarup as a promoter of Indian Cork Mills Ltd. i.e. the Owner herein for and on behalf of the Owner. These Indentures, inter alia, include the captioned lands.
9. Since the said Tara Swarup had purchased the said lands for and on behalf of the Owner, by a Registered Deed of Transfer dated 10.2.1970, the said Tara Swarup conveyed and transferred, inter alia, the said lands to the Owner. Accordingly, the Owner, inter alia, own and are holders of lands, hereditaments and premises in village Tungwa including the captioned lands.
10. By and under an Agreement dated 14.10.1981 modified from time to time by and under various deeds and documents including Joint Declaration cum Indemnity dated 11 June 2004, the Owners granted exclusive development rights in respect of property including the captioned lands to M/s Marble Arch Properties and Hotels Private Limited and executed Powers of Attorney in its favour and/or its nominees. The said lands including the captioned

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करल - ५	
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WEST AVENUE
SANTACRUZ (WEST)
MUMBAI-400 054.

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land was described as immovable property bearing Survey No. 3 (1B), 52 (2A), 2, 3, 4, 5 (pt.) etc. bearing C.T.S. No. 119 of Village Tungwa and said to be admeasuring 1,69,144 sq. mtrs. Approximately, in the said Agreement dated 14.10.1981.

11. As a result of various acts and deeds done by the said Marble Arch Properties and Hotels Private Limited, the said development rights created by the said Agreement dated 14.10.1981 modified from time to time by and under various deeds and documents including Joint Declaration cum Indemnity dated 11 June 2004 now vest in K. Raheja Corp Pvt Ltd through its division known as "Rowai Developers".
12. As the admeasurement of the property was mentioned in the said Agreement dated 14.10.1981 on the basis of old record and the final area was to be arrived at only on ascertaining/confirming the same through survey authorities and as the entire property was surveyed and measured by the Revenue and Survey Authorities and found to be admeasuring 2,33,654.10 sq. mtrs., as mentioned herein below, the Owner executed a Joint Declaration cum Indemnity on 11.6.2004 providing for rectification of the area of the property agreed to be developed by K. Raheja Corp Pvt Ltd. By the said Joint Declaration cum Indemnity, the area of 2,33,654.10 sq. mtrs., was, inter alia, agreed to be substituted in the said Agreement dated 14.10.1981.
13. In pursuance of the said Indentures bearing Nos. 440/64 and 441/64, a part of property conveyed by the said Indentures was mutated in the Record of Rights in favour of the said Smt. Tara Swarup vide Mutation Entries Nos. 155 and 156, after following due process.
14. In or about 1967, a city survey was held in the City of Bombay under Section 126 of the Maharashtra Land Revenue Code (hereinafter called "the MLR Code"). During the survey enquiry, duly conducted after giving notices to the adjoining owners and in accordance with the applicable survey rules, the land owned by the Owners was surveyed. During the said Survey, it was ascertained that-
 - (a) The area of the said land admeasured 2,32,736.2 sq. mtrs.;
 - (b) Indian Cork Mills was the Owner of the said land and was in possession of the said land;
15. The aforesaid findings of the said survey are duly reflected in a Survey Inquiry Register prepared in 1967. A new Survey No., namely, C.T.S. No. 119 was assigned to the said land including the captioned lands under the said city survey. The Kami Jasta Patra (KJP) in respect of CTS No.119 refers to an enquiry being carried out in respect of Survey numbers correlating to the CTS No. 119 and ascertaining the areas comprised therein. Pursuant to the enquiry having been carried out and the survey conducted by the authorities for ascertaining the areas, the total area shown in the said KJP in respect of the said CTS No. 119 is 2,32,326.7 sq. mtrs. The records pertaining to 1967 survey as reflected in KJP and Survey Inquiry Register are old public records which have attained finality.

N.J. KAPADIA
ADVOCATE & SOLICITOR

PHONE: 26482512

करल - ५		
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२०१, GARDEN CREST WEST AVENUE SANTACRUZ (WEST) MUMBAI-400 054.		

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16. In or about 1984, a Property Card was duly opened in the name of the Owners in respect of the entire land bearing CTS No. 119 including the said land signifying the recording of the final results of the survey inquiry conducted under the MLR Code read with Maharashtra Land Revenue (Village, Town and City Survey) Rules, 1969. Owing to various reservations, C.T.S. No. 119 admeasuring 2,32,326.7 sq. mtrs. was internally sub-divided into 119 A and CTS No. 119 A, B, C, D, and E. The portion admeasuring 2,04,827 sq. mtrs. was continued to be designated as CTS No. 119, whereas separate Property Cards were opened for CTS No. 119 A, B, C, D, and E for the remaining lands admeasuring in the aggregate 27,913.40 sq. mtrs. The said lands were further internally sub-divided from time to time. Pursuant to the proceedings adopted by Nisar Patel, Constituted Attorney of the Head Lessor, i.e. Sir Mohd. Yusuf Trust and the three other Trusts in or about 2011, by an Order dated 9.9.2011, issued by the Deputy Director Land Records, Konkan Region, Mumbai mutation entry dated 9.10.2011 came to be deleted. The Owners filed Appeal/ Revision before the Revenue Minister, State Government from the said Order dated 9.9.2011 and the same is pending.
17. The owners have exercised their possessory and proprietary rights on the land bearing CTS No.119 since 1958 pursuant to the said Sub Leases; and they are registered owners/holders of C.T.S. No. 119 pursuant to aforesaid 1964 Indentures transferring the reversionary rights of the Head Lessor in the said lands which includes the captioned lands.
18. CTS 119-F, is developed by K. Raheja Corp Pvt Ltd who have constructed 31 buildings thereon after obtaining various permissions/sanctions etc. K. Raheja Corp Pvt Ltd is presently constructing the captioned Building named "Raheja Vistas" having multiple wings on the demarcated portion of the land admeasuring about 21,200 sq. mtrs., being portion of the larger sub-divided Plot B admeasuring 1,33,667.45 sq. mtrs. appx bearing CTS No.119 F/1A of Village Tungwa.
19. The Head Lessor i.e. Sir Mohd. Yusuf Trust and the three other Trusts through their Constituted Attorney, Nissar Patel, have adopted various proceedings before the Revenue Authorities inter alia claiming the ownership of portions of the captioned land. M/s. K. Raheja Corp Pvt. Ltd. and Indian Cork Mills Ltd. have filed in the Hon'ble Bombay High Court Writ Petitions challenging the order passed by the Revenue Minister dated 14th July, 2009 and 17th June, 2011. M/s. K. Raheja Corp Pvt. Ltd. and Indian Cork Mills Ltd. have also filed a comprehensive civil suit No.143 of 2013 in the Hon'ble Bombay High Court inter aila in respect of the captioned lands. Subsequently, Sir Mohd. Yusuf Trust and the three other Trusts, through their aforesaid Constituted Attorney, have filed a suit in Bombay High Court being Suit No.401 of 2013 claiming to be owners of the portions of the captioned lands as mentioned therein. In the High Court proceedings filed by Sir Mohd. Yusuf Trust and Others no ad interim relief has been granted in their favour so far. Though nothing can be said of the outcome of the litigation with any degree of certainty, in my view, the Owners, Indian Cork Mills Ltd. and M/s. K. Raheja Corp Pvt. Ltd. seems to have a good case on merits.

WJ

करल - 4		
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N.J. KAPADIA		
ADVOCATE & SOLICITOR		

N.J. KAPADIA
ADVOCATE & SOLICITOR


PHONE: 26482512

501, GARDEN CREST
WEST AVENUE
SANTACRUZ (WEST)
MUMBAI-400 054.

6

20. By Orders dated 29th February, 2012, 12th February, 2013 read with Order dated 8th March, 2013 in the Writ Petition No.1280 of 2012 K. Raheja Corp Pvt. Ltd. and Indian Cork Mills Ltd. have been allowed to continue their development / construction without any hindrance in the entire balance areas (which includes the captioned property) save and except 4 acres & 11 gunthas bearing CTS No. 119/G/1B . Annexed hereto Annexure-2 is List of the Revenue and High Court proceedings furnished to me by the Advocates & Solicitors M/s. Hariani & Co. who are handling these matters on behalf of K. Raheja Corp Pvt. Ltd. and Indian Cork Mills Ltd.
21. The Owners have confirmed receipt of the entire consideration money receivable by them under the said Agreement dated 14th October, 1981 and have further confirmed their obligation to execute a Deed or Deeds of Conveyance/s of the said larger holding (which includes the said demarcated plot).
22. By and under an Irrevocable Power of Attorney dated 27th May, 1997 executed by the Owners in favour of Paramount Hotels Limited (now known as K. Raheja Corp Pvt. Ltd.), the Owners have authorized Paramount Hotels Limited (now known as K. Raheja Corp Pvt. Ltd.) to execute such Deed/Deeds of Conveyance/Lease/ Transfer and other deeds and documents relating to the said larger holding.
23. The loan amount covered under the Registered Deed of Mortgage dated 4th June, 2013 created in favour of Kotak Mahindra Prime Ltd. has been repaid in full and the Satisfaction of Charge has been filed with the Registrar of Companies on 9th May 2017..
24. By and under an Indenture of Mortgage dated 19th January 2016, K. Raheja Corp Pvt. Ltd. created charge/security interest in favour of Kotak Mahindra Prime Limited for Rs.100 Crores in respect of then specified unsold 101 flats comprising 1,88,396 sq. ft. built up area in Building No. 39, consisting of A, B, C, D, E, F, G, H, I, J and K wings, at Village Tungwa, including all income, benefits, accruals and receivables arising out of the property mentioned above and as agreed in the Indenture of Mortgage dated 19th January, 2016.
25. The title of Indian Cork Mills Ltd. and the rights of K. Raheja Corp Pvt. Ltd. to develop the said property in my view appears to be clear and marketable subject to the outcome of the pending proceedings in the High Court, Bombay; and is also subject to the above mentioned mortgage in favour of Kotak Mahindra Prime Ltd.

Dated this 19th day of July, 2017.


(N.J. Kapadia)
Advocate & Solicitor

करल - ५	
१०१६६	६६११०

Naren Kapadia - KRC

From: Amey Nabar <amey.nabar@hariani.co.in>
 Sent: Thursday, June 13, 2013 4:58 PM
 To: Naren Kapadia - KRC
 Subject: Fw: List of pending matters

Dear Mr. Kapadia,

As required by you, following is the list of matters pending in respect of lands bearing CTS No. 1146/1/10 Village Tungwa.

a. Proceedings in High Court of Bombay:


1. Suit in the Hon'ble Bombay High Court hearing Suit No. 143 of 2013 filed by by M/s. K. Raheja Corp. Pvt. Ltd. and Ors. Against Sir Mohd. Yusuf Trust and Ors.
2. Suit in the Hon'ble Bombay High Court hearing Suit No. 401 of 2013 filed by Sir Mohd. Yusuf Trust and Ors. Against K. Raheja Corp. Pvt. Ltd. And Indian Cork Mills Ltd.
3. Writ Petition No. 1280 of 2012 filed by M/s. K. Raheja Corp. Pvt. Ltd against State of Maharashtra and Ors inter alia challenging the order dated 17 June 2011 passed by Revenue Minister

b. Proceedings before Revenue Authorities:

1. Revision Application bearing no. 1487/L-6/12/1/2012 before the Revenue Minister filed by Power Developers against order dated 9 September 2011 passed by Deputy Director of Land Records in Second Appeal No.SR/219/2011
2. Review Application filed before Additional Commissioner Konkan Division bearing no. Appeal/Dsk/RTS-Review/33 of 2013 filed by M/s. K. Raheja Corp. Pvt. Ltd against Sir Mohd. Yusuf Trust and Ors seeking review of the order dated 16 November 2012 passed by Additional Commissioner.

This is for your information and record.

Regards,
 Amey Nabar

 **HARIANI & CO.**

Hariani & Co
 Advocates & Solicitors
 1st Floor, 10 Bruce Street,
 Horn Mody Street, Fort,
 Mumbai 400 001

Tel: 91-22-2278 0600 | Email: amey.nabar@hariani.co.in
 Fax: 91-22-2204 6823 | Website: www.hariani.co.in

Mumbai - Pune - Goa

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करल - ५	
१०१९९	९९११०
२० ANNEXURE "D"	



- : नोंदणीचे प्रमाणपत्र :-

नोंदणी क्रमांक : एमयुएम-२/डब्ल्यु एल/एचएसजी/टीसी/१०१९९/१८



या प्रमाणपत्राद्वारे प्रमाणित करण्यात येत आहे की,

रहेजा विस्तास् को ऑप.हौसिंग सोसायटी लिमिटेड,
रहेजा विस्तास् (अ, बी, सी, डी, ई, एफ, जी, एच, आय, जे
आणि के विंग) बिल्डींग प्लॉट नं. ३९, प्लॉट बी ऑफ
सीटीएस नं. ११९ एफ/१ ए, तुंगा गांव, ऑफ चांदीवली फार्म रोड,
पवई, मुंबई ४०० ०७२.

ही संस्था महाराष्ट्र सहकारी संस्था अधिनियम १९६० चे कलम ९ (१)
व महाराष्ट्र सहकारी संस्थांचे नियम १९६१ चे नियम ५ अन्वये नोंदण्यात आलेली
आहे.

उपरिनिर्दिष्ट अधिनियमाच्या कलम १२ (१) अन्वये व महाराष्ट्र सहकारी
संस्थांचे नियम १९६१ चे नियम १० (१) अन्वये संस्थेचे वर्गीकरण "गृहनिर्माण संस्था"
असून उप - वर्गीकरण "भाडेकरु सहभागीदारी गृहनिर्माण संस्था" आहे.

कार्यालयीन मोहर



सही
(शिरीष सपकाळ)

हुद्दा उपनिबंधक
सहकारी संस्था एल विभाग मुंबई

स्थळ : मुंबई

दिनांक : ०४.०५.२०१८

करल - ५		
१०९६	६१	३०
२०१६		२०/१६

BMPF-4573-92-15,000 Forms.

Form 346
68

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

Intimation of Disapproval under Section 346 of the Bombay Municipal Corporation Act, as amended up to date.
CE/3335/BPLS/AT

No. E. B./CE/ BS/A of 199 199

MEMORANDUM

To.

Shri Chandru Lachmandas C.A. TO M/s. Indian

With reference to your Notice, letter No. dated

.....199..... and the plans, Sections, Specifications and Description and further particulars details of your building at Building No. 39 on plot No. Village Tungwa, Kurla. furnished to me under your letter, dated 199..... I have to inform you that approval of the building or work proposed to be erected or executed, and I therefore hereby formally disapprove under Section 346 of the Bombay Municipal Corporation Act, as amended up-to-date, my disapproval by thereof reasons :-



- A) That the letter from the owner appointing registered structural engineer is not submitted & the structural designs & calculations for proposed work are not submitted through him alongwith the supervision memo before starting the work.
- B) That compound wall is not constructed clear of road widening line with foundation below the level of the bottom of road side drain without obstructing the flow of rain water from adjoining holding to prove the possession of the Holding before starting the work.
- C) That the notice under Sec. 347(1)(a) of the Bombay Municipal Corporation Act will not be sent for intimating the date of commencement of the work & intimation will not be sent to this office for checking the open spaces & building dimensions as soon as the plinth work is completed.
- D) That certificate under Sec. 270A of Bombay Municipal Corporation Act will not be obtained from Hydraulic Engineer regarding sufficiency of water supply.
- E) That clearance certificate from Assessment Department regarding upto date payment of Municipal taxes etc. will not be submitted.
- F) That adequate No. of trees will not be planted at site as per the standard requirements.
- G) That adequate care will not be taken to safeguard the trees existing on the plot while carrying out the construction work.
- H) That adequate & decent temporary sanitary accommodation will not be provided for construction workers at site before starting the work.
- I) That the arrangement for moveable refuse container of 1 Cu.m. capacity as per the specifications of Chief Engineer (Solid Waste Management) shall not be provided on site before submitting Building Completion Certificate.
- J) That the requirements 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 requirements of Executive Engineer (Sewerage Project). Planning & completion certificate from him will not be submitted.
- K) That surrounding open spaces, parking spaces & terraces will not be properly consolidated, paved with concrete, asphalt or laid, sloped & drained.
- L) That certificate to the effect that the licensed surveyor has effectively supervised the work & has carried out tests for checking leakages through sanitary blocks, terraces, fixtures, joints in drainage pipes etc. & that the workmanship is found

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MUNICIPAL CORPORATION OF GREATER BOMBAY

No: CE/3225/BPES/AL

30 AUG 1993

Office of the
 Dy. Chief Engineer,
 (Bldg. Proposals) (E.S.),
 4th floor, Municipal
 Transport Garage Bldg.,
 Pant Nagar, Ghatkoper (E),
 Bombay - 400 075.

.. 2 ..

That the requirements of bye law 5(b&c) will not be complied with as the sanitary block lobbies do not abut open space. That three sets of plans mounted on canvas will not be submitted.

- N) That the requirements of bye law 5(b&c) will not be complied with as the sanitary block lobbies do not abut open space. That three sets of plans mounted on canvas will not be submitted.
- O) That the copy of the Intimation of Disapproval conditions & other layout or sub-division conditions imposed by the Corporation in connection with the development at the site shall not be given to the would-be purchaser and also displayed at site.
- P) That the drainage work generally is not intended to be executed in accordance with the Municipal requirements.
- Q) That the road lines will not be demarcated at site jointly with the representatives of Assistant Engineer (Survey) (E.S.), Executive Engineer (Development Plan), Executive Engineer (Traffic Co-ordination) before starting the work.
- R) That the debris will not be removed before submitting the building completion certificate and deposit Rs. 10,000/- will not be paid before starting the work towards faithful compliance thereof.
- S) That a copy of the agreement subject to which flats etc. are sold to the purchasers shall not be submitted.
- T) That a Janata Insurance Policy or policy to cover the compensation claims arising out of Workmen's Compensation Act, 1923 will not be taken out before starting the work & will not be renewed during the construction of work.
- U) That the carriage entrance across road side drain will not be provided before starting the work.
- V) That the revised N.A. permission from the Collector of Bombay will not be submitted.
- W) That No Objection Certificate from Civil Aviation Department for the proposed height of the building will not be submitted before reaching the work upto 22'-0" height.
- X) That the surface drainage arrangement will not be made in consultation with the Executive Engineer, Storm Water Drains (Suburbs).
- Y) That the means of access will not be constructed water bound macadam before starting the work & will not be constructed, asphalted, drained, sewerage, lighted etc. & date of starting & completion of work will not be intimated to the Executive Engineer, Road Construction (Eastern Suburbs) & necessary certificate from him will not be obtained.

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करल - ५	
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- 2) That low lying plots will not be filled upto a reduced level atleast 92 Town Hall Datum or 6" above adjoining road level whichever is higher with Murum, earth, boulders etc. levelled & rolled to the satisfaction of the City Engineer.
- 2a) That the land in set back portion or going under Development Plan for which P.S.I. advantage is availed of will not be handed over to the Municipal Corporation before commencement of the work & that the land is handed over to the Municipal Corporation will not be transferred in the record of City Survey in the name of the Municipal Corporation.
- 2b) That the land in set back or going under Development Plan road for which P.S.I. advantage is availed of will not be filled up & brought in level with the surrounding plot area.
- 2c) That No Objection Certificate from Hydraulic Engineer for the proposed development will not be obtained unless his requirements will not be complied with.
- 2d) That the registered undertaking in quadrants & additional copy of the plan is not submitted before agreeing to hand over set back land to the Municipal Corporation free of compensation.
- 2e) That the registered undertaking agreeing to form Housing Society will not be submitted before starting the work.
- 2f) That the condition mentioned in the ULC NOC under No. C/ULC/D-III/20/SRX/1512/IX/1413 dt. 8.1.1993 shall not be complied with.
- 2g) That true copy of the sanctioned plan of sub-division/ layout with copy of conditions will not be submitted.
- 2h) That the terms and conditions of the sanctioned sub-division/layout will not be complied with.
- 2i) That the electric poles along internal access road/ layout roads will not be provided as per the standard regarding size, height, material & foundation to be laid down of respective electric supply co. and approved by this office.
- 2j) That the requirements of bye law 36/37/49/50/52 will not be complied with.
- 2k) That the floor No. will not be marked & painted on front wall of the staircase and lift well.
- 2l) That the certificate from Lift Inspector regarding satisfactory installation & operation of the lift will not be submitted.
- 2m) That the certificate from Executive Engineer (D.P.) (Acq.) stating no compensation is paid for the set back land with area details will not be submitted before starting the work.
- 2n) That commencement certificate under Sec. 45 of the Maharashtra Regional & Town Planning Act, 1966 will not be obtained before starting the work.
- 2o) That some of the drains will not be laid internally.
- 2p) That the requirements of Executive Engineer (S.P.) (P&D) will not be obtained and complied with.
- 2q) That N.O.C. from respective electric supply Co. for requirements of electric sub-station overhead wires passing through/by the side of the plot will not be submitted.
- 2r) That the conditions mentioned in the clearance under No. BM/069/732/III dt. 31.1.89 & 11.5.93 obtained from the competent authority under U.L. (L&R) Act, 1976 will not be complied with.



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MUNICIPAL CORPORATION OF GREATER BOMBAY

No: CE/3335/BPES/AL

10 AUG 1993

Office of the
Dy. Chief Engineer
(Bldg. Proposals) (E.S.D)
4th floor, Municipal
Transport Garage Bldg.,
Pant Nagar, Ghatkoper (E),
Bombay 400 075.

.. 4 ..

- 2s) That the remarks from the Asstt. Engineer (Water Works) regarding location, size, capacity of suction tank, overhead storage tank for proposed and existing work will not be submitted before starting the work and his requirements will not be complied with.
- 2t) That the Capacity of the overhead tank will not be provided as per the 'P' Form issued by the department of the Hydraulic Engineer and structural design to that effect admitted before requesting to grant commencement certificate.
- 2u) That the existing ground level as well as proposed levels of development of the plot under reference will not be stated.
- 2v) That the name of the building, location, C.T.S. Nos. & Street etc. shall not be exhibited or displayed at site.
- 2w) That adequate care in planning, designing and carrying out construction will not be taken in the proposed building to provide for the consequence of settlement of floors and plinth filling etc.
- 2x) That all conditions mentioned in this I.O.D. shall not be complied with and refund of security deposit shall not be claimed with 6 years from the date of issue of I.O.D.
- 2y) That provisions will not be made for making available water for flushing and other non-potable purposes through a system of borewells and pumping that water through a separate overhead tank which will be connected to the drainage system and will not have any chance of mixing with the normal water supply of the Corporation.
- 2z) That common antenna will not be provided for the benefit of all the members of the building.
- 2za) That the recreation space shall not be kept permanently open to the sky and accessible to all the owners and occupants as garden and shall be levelled, demarcated and developed by planting trees as per D.C. Regulations 1991.
- 2zb) That the ownership of recreation ground shall vest by provision in deed of conveyance in all the property owners on all of whose holding the recreation ground is assigned.
- 2zc) That the work shall not be carried out under supervision and guidance of a qualified supervisor and his name and qualifications shall not be intimated to this office.
- 2zd) That the board saying 'Toilet for Servants' will not be displayed on Servant's Toilet.
- 2ze) That the development charges amounting Rs. 4,08,100/- in view of amendments in M.R.T.P. Act 1992 will not be paid before asking for Commencement Certificate.
- 2zf) That the Registered Undertaking from the Owners/Developers for demolition of the extra area if found constructed beyond the permissible limit at the risk and cost of owner/developer will not be submitted and the necessary security deposit of Rs.10,000/- will not be paid before asking for Commencement Certificate.
- 2zg) That the N.O.C. from 'Tree Authority' and requirements thereof shall not be obtained and complied with.
- 2zh) That the remarks of the Geologist will not be obtained & complied with.
- 2zi) That the specific clearance certificate from CAULC for release of commencement certificate as per MRTP Act 1966 for Component 'A' shall not be submitted before asking for commencement certificate for building Nos. 26 to 36.

Note: The work shall be started after compliance of objections B, C, H, T, U, Zn.

The commencement certificate will be issued after compliance of objections A, E, G, R, V, W, X, Y, Zd, Ze, Zq, Zc, Zze, Zzg, Zzf, Zzh, Zzi.

Parthiv
20/8/93
Executive Engineer
(Building Proposals) (Eastern Suburbs)

करल - ५		
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२०९८		

() That proper gutters and down pipes are not intended to be put to prevent water dripping from the leaves of the roof on the public street.

() That the drainage work generally is not intended to be executed in accordance with the Municipal requirements.

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at any time before the day of 1994 but not so as to contravene any of the provisions of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time in force.

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



SPECIAL INSTRUCTIONS.

(1) THIS INTIMATION GIVES NO RIGHT TO BUILD ON THE GROUND WHICH IS NOT YOUR PROPERTY.

(2) Under Section 63 of the Bombay Municipal Corporation Act, the Municipal Commissioner, for Greater Bombay has empowered the City Engineer to exercise the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.

(3) Under Byelaw, No. 8 of the Commissioner has fixed the following levels :-

"Every person who shall erect as new domestic building shall cause the same to be built so that every part of the plinth shall be-

"(a) Not less than 2 feet (60 cms.) above the 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. () metres above Town Hall Datum."

(4) Your attention is invited to the provisions 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 a building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be revised under Section 157 of the Act, from the earliest possible date in the current year in which the completion or occupation is detected by the Assessor and Collector's Department.

(5) Your attention is further drawn to the provision of Section 353-A about the necessity of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Bombay to inspect your premises and to grant a permission before occupation and to levy 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, Bombay Suburban District.

(8) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector Bombay 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.

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No. BB/CE/

NOTES

DATE: 1/

30 AUG 1993

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- (1) The work should not be started unless objections are complied with.
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencement of the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained for any shed to house and store for constructional purposes. Residence of workmen shall not be allowed on site. The temporary structures for storing constructional materials shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.
- (4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site for workers, before starting the work.
- (5) Water connection for constructional purposes will not be given until the boarding is constructed and application is made to the Ward Officer with the required deposit for the construction of carriage entrance over the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer or his representative in Wards atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presumed that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- (7) The boarding 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, props, debris, etc., should not be deposited over footpaths or public street by the owner/architect/their contractors, etc., without obtaining prior permission from the Ward Officer of the area.
- (8) The work should not be started unless the manner in obviating all the objections is approved by this department.
- (9) No work should be started unless the structural design is approved.
- (10) The work above plinth should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces and dimension.
- (11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road and footpath.
- (12) All the terms and conditions of the approved layout/sub-division under No. of should be adhered to and complied with.
- (13) No Building/Drainage Completion Certificate will be accepted non water connection granted (except for the construction 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 asphaltting lighting and drainage before submission of the Building Completion Certificate.
- (16) Flow of water through adjoining holding or culvert if any should be maintained unobstructed.
- (17) The surrounding open spaces around the building should be consolidated in concrete having broken glass pieces at the rate of 125 cubic metres per 10 Sq. metres below payment.
- (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.
- (19) No work should be started unless the existing structures proposed to be demolished are demolished.
- (20) This Intimation of Disapproval is given exclusively for the purposes of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing Commissioner under Section 13(h) (ii) of the Rent Act and in the event of your proceeding with the work either without an intimation about commencing the work under Section 347(1) (ca) 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 sanction 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 withdrawn.

करल - ५		
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Scanning Page - 1808

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- (21) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following:—
- Specific plans in respect of evicting or rehousing the existing tenants on your stating their number and the area in occupation of each.
 - Specifically signed agreement between you and the existing tenants that they are willing to avail of the alternative accommodation in the proposed structure at standard rent.
 - Plans showing the phased programme of construction has to be duly approved by the Municipal Corporation offices before starting the work so as not to contravene at any stage of construction the existing structural development, Control Rules regarding open spaces, light and ventilation for an existing structure.
- (22) In case of extension to existing building, blocking of existing windows or doors, etc. should be done from other sides should be done first before starting the work.
- (23) In case of additional floor no work should be start or during monsoon which will cause water leakage and consequent nuisance to the tenants staying on the floor below.
- (24) The bottom of the over head storage work above the finished level of the terrace should be more than 1 metre.
- (25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary, is obtained.
- (26) It is to be understood that the foundations must be excavated down to hard soil.
- (27) The positions of the nabanis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- (28) The water arrangement 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 Bombay, as required in Section 381-A of the Municipal Corporation Act.
- (30) All gully traps and open channel drains shall be provided with tight fitting mosquito proof covers made of wrought iron plates or hinges. The manholes of all cisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on tightly serving the purpose of a lock and the warning pipes of the ribbet pretessed with screw or dome shape pieces (like a garden mari rose) with copper pipes with perforations each not exceed 1.5 mm. in diameter. The cistern shall be made easily, safely and permanently accessible by providing a firmly fixed iron ladder, the upper ends of the ladder should be earmarked and extended 60 cms. above the top where they are to be fixed and its lower ends in cement concrete blocks.
- (31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall.
- (32) (a) Louvres should be provided as required by Bye-law No. 5(b).
 (b) Lintels or Arches should be provided over Door and Window openings.
 (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 addition is intended to be carried out on old foundations and structures, you will do so at your own risk.

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 Executive Engineer, Building Proposals
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 Note: (Form-352) 31.3.91-DyChE(BP) (ES)

VALID UP TO 17 SEP 1993

MUNICIPAL CORPORATION OF GREATER BOMBAY

NO. EN/ 3385 /SPES/AL. 08

17 SEP 1993

COMMENCEMENT CERTIFICATE



Development work granted under Section 45 of the
 Regional and Town Planning Act (Maharashtra Act
 No. 17 of 1966) to Shri Chandru Lachmandas C.A. to Indian Conks
 for development work of prop. Building No. 39.
 on C.T. Survey No. 119, 119/1 to 88.
 Village Tungwa, situated at Kurla (W)

On the following conditions viz.:-

1. This certificate is liable to be revoked by the Municipal Commissioner for Greater Bombay, if (a) the Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans, (b) any of the conditions, subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Bombay is contravened or not complied with, (c) the Municipal Commissioner for Greater Bombay 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 Municipal Commissioner has appointed Shri S.N. Thatte, Executive Engineer to exercise his powers and sanctions of the Planning Authority under Section 45 of the said Act.
2. This Commencement Certificate is valid for a period of one year from the date hereof and will have to be renewed thereafter.
3. This Commencement Certificate is renewable every year but such extended period shall 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.
4. The conditions of this certificate shall be binding not only on the applicant but also his heirs, successors, executors, administrators and assignees and every person deriving title through or under him.

for and on behalf of the Local
 Authority
 The Municipal Corporation of
 Greater Bombay.

S. N. Thatte
 Executive Engineer, Building Proposal
 (Eastern Suburbs)

For Municipal Commissioner
 for Greater Bombay.

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MUNICIPAL CORPORATION OF GREATER MUMBAI
APPENDIX XXII

FULL OCCUPANCY Under Regulation 6(7)* and BUILDING COMPLETION CERTIFICATE Under Regulation 6(6)*
[CE/3335/BPES/AL of 31 July 2017]

To:
Chandru Lachmandas
c-30,G-Block,opp-SIDBI, BKCKurla.

Dear Applicant/Owners,

The full development work of _____ building comprising of Basement + Stilt + 2 Podium+ 18th Upper Floor of Building no. 39- Wing 'C' on plot bearing C.S.No./CTS No. 119F/1A/1 of village TUNGWE at Raheja Vihar is completed under the supervision of Shri. PRAVINA R SURVE , Architect , Lic. No. CA/87/10700 , Shri. SHRINIWAS RAO , RCC Consultant, Lic. No. STR/M/91 and Shri. Nitin Bhuta , Site supervisor, Lic.No. B/167/SS-I and as per completion certificate submitted by architect and as per completion certificate issued by Chief Fire Officer u/no. FFR/HR/17/66 dated 03 July 2017. The same may be occupied and completion certificate submitted by you is hereby accepted.

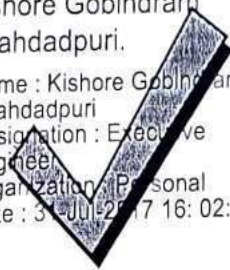


Copy To :

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
 6. Architect, PRAVINA R SURVE, Plot no. C-30'G' Block 6th floor, opp. SIDBI, Bandra ,Kurla Complex , Bandra East Mumbai-400051
- For information please

Document certified by
Kishore Gobindram
Shahdadpuri.

Name : Kishore Gobindram
Shahdadpuri
Designation : Executive
Engineer
Organization : Personal
Date : 31-JUL-2017 16: 02:37



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

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3335 L 13 OCT 1995
 C. upto stilt + 5 upper floors as per

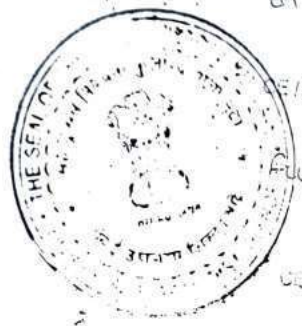
Amended plans approved on 10/10/95.

B Kanade
 13/10/95

Assistant Engineer Building Proposals
 Eastern Suburbs (I. & N Ward)

CE/3335/BPESIAL 19 DEC 2007

Full c.c. as per approved amended plans
 dt 5-11-07



CE/3335/BPESIAL 19 MAY 2009

19/12/2007
 Executive Engineer Building Proposal
 (Eastern Suburbs.)

Full c.c. as per amended plan dtd 8-5-2009.

CE/3335/BPESIAL 29 SEP 2009

19.5.2009
 Executive Engineer Building Proposal
 (Eastern Suburbs.)

Full c.c. as per approved amended plans dtd. 23.9.2009

CE/3335/BPESIAL 24 NOV 2009

19/11/09
 Executive Engineer Building Proposal
 (Eastern Suburbs.) - 2

Full c.c. as per amended plans approved on 19/11/09

CE/3335/BPESIAL 28 APR 2010

11-0-9
 Executive Engineer Building Proposal
 (Eastern Suburbs.)

Full c.c. as per amended plans approved on 22/4/2010.

CE/3335/BPESIAL 15 OCT 2010

13/09/2010
 Executive Engineer Building Proposal
 (Eastern Suburbs.) - 2

Full c.c. as per amended plans approved on 13/09/2010

CE/3335/BPESIAL 2 SEP 2011

01/09/11
 Executive Engineer Building Proposal
 (Eastern Suburbs.) - I TIC

Full c.c. as per amended plans approved on 26/8/2011

CE/3335/BPESIAL 13 AUG 2012

02/08/12
 Executive Engineer Building Proposal
 (Eastern Suburbs.) - I

Full c.c. as per amended plans approved on 22/08/2012

01/08/12
 Executive Engineer Building Proposal
 (Eastern Suburbs.) - I

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Monday May 28, 2018

4:13 PM

पावती

Original/Duplicate

पावती क्र: 6828 दिनांक 28/05/2018

गावाने नाव: चांदिवली
 दस्तावेजाचा अनुक्रमांक: करल3-6235-2018
 दस्तावेजाचा प्रकार: कुलमुबत्यापत्र
 मादर करगान्यांचे नाव: शैलेश - ताडेकर

नोंदणी फी ₹ 100.00
 दस्त हाताळणी फी ₹ 180.00
 पृष्ठांची संख्या: 9

DELIVERED

एकूण: ₹ 280.00

आपणामुळे दस्त, स्कॅन प्रिंट, मुची-2 अदाते
 4:23 PM ह्या वेळी मिळाले.

मह. दु. वि. कुर्ला - 3

वाजार मूल्य: ₹ 0.0/-
 मोबदला: ₹ 0/-
 भरलेले मूल्य: ₹ 500/-

सह मुख्य निबंधक
 कुर्ला-3 (मह.)

- 1) देयकाचा प्रकार: By Cash रकम: ₹ 100/-
- 2) देयकाचा प्रकार: By Cash रकम: ₹ 180/-

मूळ दस्त, स्कॅन प्रिंट मिळाले.



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28/05/2018 15:34:45
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GRN	28052018153445	Date	28/05/2018 15:34:45	Form ID	4801
Department	Application and Registration	Payer Details			
Type of Payment	Stamp Duty	TAX ID (If Any)			
Office Name	KURLA JT SUB REGISTRAR KURLA NO 2	PAN No. (If Applicable)			
Location	MUMBAI	Full Name	SHALESH TANDEKAR		
Year	2018-2019 One Time	Flat/Block No.	FLAT NO. A/101 WEIGHS		
Account Head Details	Amount In Rs.	Premises/Building			
0230045501 Sale of NonJudicial Stamp	500.00	Road/Street	CHANDRA ANAND PURV		
		Area/Locality	MUMBAI		
		Town/City/District	MUMBAI SURURBAN DIST. BANDRA		
		PIN	400 072		
		Remarks (If Any)	Second Party Name: SHALESH TANDEKAR		
		Amount In Words	500.00		
Payment Details	BANK OF MAHARASHTRA	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	02300042018052860638 562202706	
Cheque DD No.		Bank Date	RBI Date	28/05/2018-15:34:45 Not Verified with RBI	
Name of Bank		Bank-Branch	BANK OF MAHARASHTRA		
Name of Branch		Scroll No. Date	Not Verified with Scroll		



NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. Mobile No. 9958477332
 राह्य चतल नोचल दुरजल नलवक करललरलत नोदणी करलरलरल दुरलरलरली ललतु आने. नोदणी न करलरलरल दुरलरलरली रलदर चतल ललतु नोदणी.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(S)-390-6235	0001120298201819	28/05/2018-16:13:46	IGR199	500.00
Total Defacement Amount					500.00



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२०१८		

POWER OF ATTORNEY

KNOW YE ALL MEN BY THESE PRESENTS, I SHAILESH TANDEKAR, aged 37 years presently residing at FLAT NO 204, A WING, WOODLAND HEIGHTS, CHANDIVALI FARM ROAD, CHANDIVALI, ANDHERI EAST, MUMBAI 400072, SEND GREETINGS:



WHERE AS I am desirous of purchasing a residential flat for myself and my family members at Flat No 1901, Raheja Vistas, Wing C, Raheja Vihar, Chandivali Farm Road, Andheri East, Mumbai- 400072. AND WHEREAS I am not able to attend personally to the matters relating thereto. WHEREAS I am desirous of appointing my WIFE (relation) Mrs KALIKA TANDEKAR aged 37 years presently residing at FLAT NO 204, A WING, WOODLAND HEIGHTS, CHANDIVALI FARM ROAD, CHANDIVALI, ANDHERI EAST, MUMBAI 400072, SEND GREETINGS to be my true and lawful attorney to do all or any of the following acts, deeds, matters and things:

NOW KNOW YE AND THESE PRESENT WITNESS THAT I SHAILESH TANDEKAR, do hereby nominate, constitute and appoint the said KALIKA TANDEKAR to be my true and lawful Attorney to act for me in my name and/or on my behalf and to do or any of the following acts, deeds, matters and things, viz.

- (1) To negotiate with any person/Builders and purchase for and on my behalf a flat in any locality and execute and join in executing the necessary Letter of Negotiation Ownership Agreement and other documents in respect thereof
- (2) To make payment in respect of the purchase of the said flat and to demand valid Receipt of the same for payment made.
- (3) To lodge the Agreement for the purchase of the flat for Registration with the Sub-Registrar of Assurances and admit execution thereof

10/10/10	10/10/10	10/10/10
10/10/10	10/10/10	10/10/10
10/10/10	10/10/10	10/10/10

applications, forms and other relevant papers in respect of the flat, as may be required by the Builders and/or the Society and other Authorities concerned

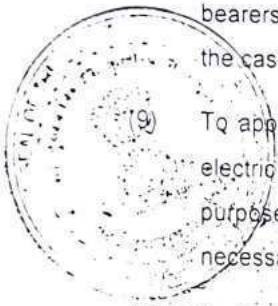
To take possession of the said flat from the Builder / Society and to sign the necessary possession letter



and correspond with the Municipal Corporation including all payments for the purpose of assessment in respect of the flat.

on my behalf to the Co-operative Housing Society and/or Builders, the monthly outgoing in respect of the said flat and obtain valid Receipts thereof.

(8) To represent before the Managing Committee and/or the Officer bearers of the said Society and/or the Builders and his Agents, as the case may be in all matter connected with the said flat.



(9) To apply on my/our behalf to Electricity Board for transferring the electric meter in respect of the said flat to my name and for the said purpose to sign all necessary papers and documents, as may be necessary.

(10) To file and prosecute suits and defend all action proceeding and suits by or against me or otherwise act therein as the said Attorney shall think proper in respect of the aforesaid flat and for the said purpose to sign, execute, declare or swear as may be necessary or required Vakalatnamas, Petitions, written statements, declarations, appeals, affidavits, revision applications and writing in Appellate Court as the said Attorney shall have occasions to do and for the said purpose appoint any counsel, Solicitors or Advocates to act on my behalf as my Attorney shall deem fit and proper.

(11) To settle, suits or claims and disputes with any person in connection with the aforesaid flat on my behalf.

AND GENERALLY to do and execute all acts, deeds matters and things in and towards the premises requisite as fully and effectively as I myself could do effective in my own proper person.

I RATIFY AND CONFIRM AND I HEREBY AGREE TO RATIFY AND CONFIRM all whatsoever my Attorney shall lawfully have done and/or do purport to do by virtue of these presents.

[Handwritten signature] *[Handwritten signature]*

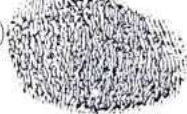
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IN WITNESS WHEREOF I have set my hand, this the 28th day of MAY 2018

SIGNED SEALED AND DELIVERED)
by the withinnamed SHAILESH TANDEKAR



in the presence of AKLESH TANDEKAR



[Handwritten signature of Aklesh Tandekar]

Signature of Holder of

Kalika

Power of Attorney




KALIKA TANDEKAR

Kal



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२०१६		



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Shalika Tanekar
 Permanent Account Number
 01/12/1979
 0530 JALMALI

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माझे आधार, माझी ओळख

आयकर विभाग
 INCOME TAX DEPARTMENT



भारत सरकार
 GOVT. OF INDIA

SHAILESH TANDEKAR

SHALIK TANDEKAR

12/05/1980
 Permanent Account Number

AEPPT3462A

Signature



13007005

Handwritten signature



आयकर विभाग
 INCOME TAX DEPARTMENT



भारत सरकार
 GOVT. OF INDIA

KAILAS MACHHINDRA JADHAV

MACHHINDRA JAIRAM JADHAV

01/08/1980
 Permanent Account Number

AFZPJ4902JI

Signature



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आयकर विभाग
 INCOME TAX DEPARTMENT



भारत सरकार
 GOVT. OF INDIA

AKLESH SHALIK TANDEKAR
 SHALIK KAWADUJI TANDEKAR

11/11/1977

Permanent Account Number
 AIUPT8284H

Signature



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

नोंदविण्याचा क्रमांक / Enrollment No 1104/20620/09605

To,
 शैलेश तंडेकर
 Shailesh Tandekar
 S/O. Shalk Tandekar
 Flat No 204, A- Wing, Woodland Heights
 Chandivali Farm Road
 Near Magnotape Studio And Sangharsh Nagar Bus Stop
 Chandivali, Andheri East
 Mumbai
 Sakinaka Mumbai Mumbai
 Maharashtra 400072
 9004045595
 Ref: 57 / 271 / 51656 / 51912 / P

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SH337719500FT



आपला आधार क्रमांक / Your Aadhaar No

6491 3561 0734

आधार - सामान्य माणसाचा अधिकार



भारत सरकार
 Government of India



शैलेश तंडेकर
 Shailesh Tandekar
 जन्म तारीख / DOB: 12/05/1980
 पुरुष / Male



6491 3561 0734

आधार - सामान्य माणसाचा अधिकार



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आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVERNMENT OF INDIA

KALIKA MAHULKAR

T.P. MAHULKAR

07/12/1979

Permanent Account Number
ALMPM5976G

Kalika
Signature



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भारत सरकार
GOVERNMENT OF INDIA

कालिका तंडेकर

Kalika TandeKar

जन्म तारीख/ DOB

07/12/1979

पंढित / FEMALE



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माझे आधार, माझी ओळख

Kalika

Kalika



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भारतीय विशिष्ट पहचान प्राधिकरण
INDIAN IDENTIFICATION AUTHORITY OF INDIA

पत्ता:

W/O: संजेश तंडेकर,
फ्लॉट नं. 204, ए विंग,
चूडलंड हाइट्स, मांदोवली
फार्म रोड, राधे नगर वस
स्टॉप जवळ, चांदीवली,
अंधेरी ईस्ट, मुंबई, मुंबई,
महाराष्ट्र - 400072

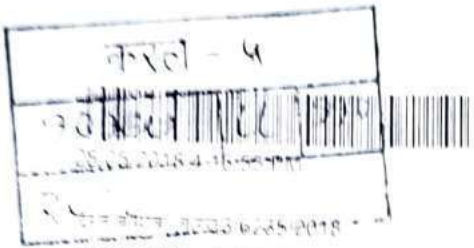
Address:

W/O: Sanjesh TandeKar, Flat
No. 204, A Wing, Woodlands
Heights, Chembavli Farm Road,
Near Sanjesh Nagar Bus Stop,
Chembavli, Andheri East, Mumbai,
Maharashtra - 400072

5158 4411 7647

MEERA AADHAAR, MERI PEHACHAN





पत्रांक 2

दिनांक 6/23/2018

8234 90 90 IV

अनु क्र. पंक्षकारांचे नाव व पत्ता

1 नाव: कलिबा - तांडेकर

पत्ता: प्लॉट नं. 1/204, भाळा नं. 2, इमारतीचे नाव: वूड
लॅन्ड हाउस, प्लॉट नं. चांदिवली, रोड नं. अंधेरी पूर्व,
महागाष्ट, MUMBAI.
पिन नंबर: ALMPM5976G

पंक्षकारांचा पत्ता

द्वाराचित्र

अगक्रमांका क्रमा

पाँवर ऑफ अटॉर्नी

होल्डर

वय :-37

स्वाक्षरी:-



2 नाव: शैलेश - तांडेकर

पत्ता: 1/204, 2, वूड लॅन्ड हाउस, चांदिवली, अंधेरी
पूर्व, माझीणाका, MAHARASHTRA, MUMBAI,
Non-Government.
पिन नंबर: ALMPM5976G

कुलमुखत्यार देणार

वय :-37

स्वाक्षरी:-



नॉन गव्हर्नमेंट एवज करत देणा-यांना अर्जाकरीत कुलमुखत्यारपत्र चा दस्त एवज करत दिल्याचे क्वल करतात.

शिकका क्र.4 ची वेळ: 28 / 05 / 2018 04 : 04 : 40 PM

नॉन गव्हर्नमेंट एवज करत देणा-यांना अर्जाकरीत: ओळखतात, व न्यांची ओळख पटवितात

क्र. नाव व पत्ता

द्वाराचित्र

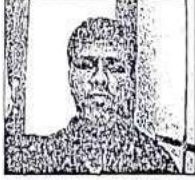
अगक्रमांका क्रमा

1 नाव: कैलास - जाधव

वय: 37

पत्ता: चांदिवली फार्म रोड, चांदिवली स्टूडियो, मुंबई
पिन कोड: 400072

स्वाक्षरी



2 नाव: अक्लेश - नांडेकर

वय: 39

पत्ता: चांदिवली, अंधेरी पूर्व, मुंबई
पिन कोड: 400072

स्वाक्षरी



शिकका क्र.4 ची वेळ: 28 / 05 / 2018 04 : 05 : 51 PM

शिकका क्र.4 ची वेळ: 28 / 05 / 2018 04 : 07 : 00 PM - नोंदणी पुस्तक 4 मध्ये

सह दुय्यम निबंधक
कुर्ला-३ (वर्ग-२)

EPayment Details



प्रमाणित करण्यात येते की या दस्तामळे
एकूण ११० पाने आहेत
करल ३/ ८२३५/२०१८
पुस्तक क्रमांक १८/१०५/२०१८
नोंदणी
दिनांक: ६/२३/२०१८

सह दुय्यम निबंधक कुर्ला-३
मुंबई ज्यनगर जिल्हा

sr. Epayment Number

1 MH002032040201819E

Defacement Number

0001120298201819

6235 /2018

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करल - ५		
१०९२०	॥	११०
२०१८		

घोषणापत्र

मी सौ. कलिका तांडेकर घोषित करतो की दुय्यम निबंधक यांचे कार्यालयात करारनामा या शिर्षकाचा दस्त नोंदणिसाठी सादर करण्यात आला आहे. श्री. शैलेश तांडेकर यांनी दिनांक २६/०५/२०१८ रोजी मला दिलेल्या कुळमुखत्यार पत्राच्या आधारे मी सदर दस्त नोंदणीस सादर केला आहे / निष्पदीत करुन कबुली जबाब दिला आहे. सदर कुळमुखत्यार पत्र लिहून देणारे व्यक्ती कोणत्याही कुळमुखत्यार पत्र रद्द केलेले नाही किंवा कुळमुखत्यार पत्र लिहून देणारे व्यक्ती कोणत्याही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुळमुखत्यार पत्र रद्दबादल ठरलेले नाही सदरचे कुळमुखत्यार पत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः अधिसूचित आहे. सदरचे कथन चूकीचे आढळून आल्यास नोंदणी अधिनियम १९०८ चे ८२ अन्वये मी शिक्षेस पात्र राहीन याची मला जाणीव आहे.



दिनांक: 24/07/2018

Kalika

(सौ. कलिका तांडेकर)

कुळमुखत्यारपत्र धारकाचे नाव व सही

करल - 4
 २०१८ १२ ११०
 २०१८



INDIA NON JUDICIAL
 Government of Maharashtra

e-Stamp

Issued by :
 Stock Holding Corporation of India Ltd.
 Location SHCIL-VIKHROLI
 Signature :
 Details can be verified at www.shcilstamp.com

Certificate No. : IN-MH13762743899903K
 Certificate Issued Date : 15-Dec-2012, 2:32 PM
 Account Reference : SHCIL (6) / mshcilo1 / VIKHROLI / MH-MSU
 Unique Doc. Reference : SUBIN:MHMHSHCIL0114641824013483K
 Purchased by : SHRI ANAND CHANDAN AND SHRI PANKAJ GUPTA
 Description of Document : Article 48 Power of Attorney
 Description : NA
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : SHRI ANAND CHANDAN AND SHRI PANKAJ GUPTA
 Second Party : SHRI DATTARAM SALUNKHE AND OTHERS
 Stamp Duty Paid By : SHRI ANAND CHANDAN AND SHRI PANKAJ GUPTA
 Stamp Duty Amount (Rs.) : 500
 (Five Hundred only)



Please write or type below this line
AGREEMENT FOR POWER OF ATTORNEY
DATED - 28th December, 2012.

* Anand
 * Pankaj

२८११ - ४१
 १६ ११
 २०१२

* *Dehukhale*
 * *[Signature]*
 * *[Signature]*
 * *[Signature]*

0002000083

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- The authenticity of the Stamp Certificate can be verified at Authorized Collection Centers (ACCs) SHCIL Offices and Sub-Registrar Offices (SROs).
- The Certified Details of ACCs, SHCIL Offices and SROs are available on the Web site "www.shcilstamp.com".

करल - ५		
१०१६७	६३	११०
२०१६		

शुद्ध



Warning

"The contents of this certificate can be verified and authenticated world-wide by any members of the public at www.shcilestamp.com or at any Authorised collection center address displayed at www.shcilestamp.com free of cost."

"Any alteration to this certificate renders it invalid. Use of an altered certificate without all the security features could constitute a criminal offence"

"This document contains security features like coloured background with Lacey Geometric Flexible patterns and Subtle Logo images, Complex ornamental design borders, Anti - copy text, the appearance of micro printing, artificial watermarks and other Overt and Covert features."

करल - ४१	
१६	२
२०१६	

SHCIL- MAHARASHTRA

SHCIL, 301, CENTER POINT, DR. B. AMBEDKAR ROAD, PARELS, MUMBAI, MAHARASHTRA, INDIA, PIN CODE - 400012

Tel : 022-2692151
E-MAIL : shcil@shcil.co.in

Mode of Receipt

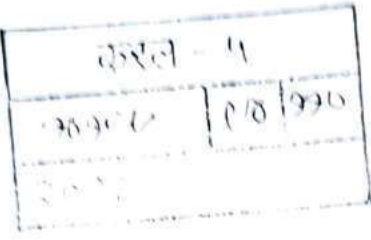
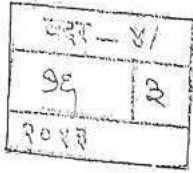
Account Id mhshcil01

Account Name SHCIL- MAHARASHTRA

Receipt Id RECIN-MHMHSFCIL01135950289600063X

Receipt Date 15-DEC-2012

Received From	SHRI ANAND CHANDAN AND SHRI PANKAJ GUPTA	Pay To
Instrument Type	CASH	Instrument Date
Instrument Number		Instrument Amount 500 (Five Hundred only)
Drawn Bank Details		
Bank Name		Branch Name
Out of Pocket Expenses	0.0 ()	



करल - ५		
१०९६६	६५	११०
२०१६		



GENERAL POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, WE (1) SHRI ANAND CHANDAN AND (2) SHRI PANKAJ GUPTA all adult, Indian Inhabitants, having their office address at Plot No.C-30, Block G, Opp. SIDBI, Bandra Kurla Complex, Bandra (East), Mumbai - 400 051 ALL SEND GREETINGS:-

NOW KNOWN YE THESE PRESENTS that we, the said (1) SHRI ANAND CHANDAN AND (2) SHRI PANKAJ GUPTA, do hereby nominate, constitute and appoint (1) SHRI DATTARAM SALUNKHE, (2) SHRI GIRISH TAHILIANI, (3) SHRI BHARAT VAJA, (4) SHRI DERRICK GOMES AND (5) SHRI HARISH DHAGE to be our true and lawful attorney and to act for us and on our behalf to do following acts deeds.

attorney and to act for	
१६	४

To appear before any Registrar, sub-Registrar of Assurances or other Authorities at their offices in Mumbai City and Mumbai suburbs or any other place and to lodge and/or present document/documents for registration to admit the execution of all the documents that is Ownership Agreements, Deed of Conveyance, Lease Deed including the Deed of Rectification, Deed of Confirmation, Deed of Cancellation and all other

[Handwritten signatures and initials]

कसत - 4
 2009-10-108 200

documents executed by us as Authorized signatory/ies of K. Palaya Corp Private Limited
 or their assignee/s Power Developer and Hill Crest Developers and sign or execute the
 deed therefore in our name or on our behalf as aforesaid and deliver the said
 document/documents to each person/s as may be intended under terms and conditions
 of the said document/s and do all things necessary for the purpose of registration of the
 said document or documents under the Indian Registration Act

And generally to do all lawful acts necessary for the aforesaid purposes and we
 hereby agree that all acts, deeds and things lawfully done by our said Attorney in
 respect of the aforesaid purposes shall be construed as acts, deed and things done by us
 and we hereby undertake to ratify and confirm all and whatever that our said Attorney
 shall lawfully do and cause to be done for us by virtue of this Power of Attorney.

IN WITNESS WHEREOF, WE the said (1) SHRI ANAND CHANDAN AND (2) SHRI
 PANKAJ GUPTA, have signed this Power of Attorney this day of 28th December
 2012.

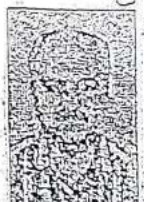
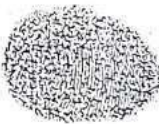
Handwritten initials/signatures

SIGNED AND DELIVERED BY the)

Within named)

(1) SHRI ANAND CHANDAN)

Handwritten signature

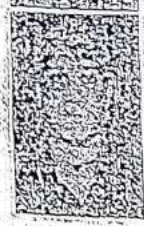


(2) SHRI PANKAJ GUPTA)

In the presence of)

Signature of Sanjay Pawar

Handwritten signature



Signature of Power of Attorney Holder)

Signature of Shri Dattaram Salunkhe

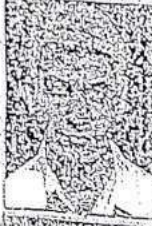
1. (SHRI DATTARAM SALUNKHE)



Signature of Shri Girish Tahiliani

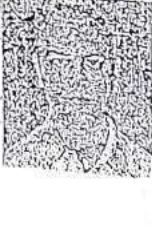
2. (SHRI GIRISH TAHILIANI)

957 81
 96 8
 8088



Signature of Shri Bharat Vaja

3. (SHRI BHARAT VAJA)



Signature of Shri Derrick Gomes

4. (SHRI DERRICK GOMES)



करल - ५		
१०९६८	६८	११०
२०१६		

5. (SHRI HARISH DHAGE)

[Handwritten signature]



- 1) *[Handwritten signature]* (Sanjay Kumar)
- 2) *[Handwritten signature]* (Prakash Bhandare)



करी - ५
२०१०० १२८ ११०

K. Raheja Corp Private Limited



CERTIFIED TRUE COPY OF THE RESOLUTIONS PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF K. RAHEJA CORP PVT. LTD. HELD ON 4TH SEPTEMBER, 2012 AT ITS REGISTERED OFFICE.

RESOLVED THAT superseding the earlier resolution passed in this regard, any one of the Directors of the Company or Mr. Vinod N. Rohira, Authorised Person or any two of the following Authorised Persons jointly:

Mr. G.G. Kukreja
Mrs. Priyanka Keswani
Mr. Pankaj Gupta
Mr. Anand Chandan

be and are hereby authorised by the Company to sign and execute Memorandum of Understanding, Letters of Intent, Ownership Agreements, Lease Agreements, Leave and License Agreements, Declarations/Indemnities and all other writings that may be required to be signed/executed in respect of sale/letting out on lease/leave and license of flats, apartments, shops units, garages, car parking spaces, etc. in the buildings constructed or to be constructed by Powai Developers, Construction Division of the Company, including the building named 'Raheja Vistas', in the project known as 'Raheja Vibar', at 119, Tungwa Powai and to admit execution of the documents which are required to be registered before the Sub-Registrar of Assurances in the normal course of business of the Company.

RESOLVED FURTHER THAT the Common Seal of the Company, as may be required, be affixed to the above mentioned documents, in the presence of any one of the Directors of the Company or Mr. Vinod N. Rohira, Authorised Person or in the presence of any two of the following Authorised Persons:

Mr. G.G. Kukreja
Mrs. Priyanka Keswani
Mr. Pankaj Gupta
Mr. Anand Chandan."

For K. Raheja Corp Pvt. Ltd.,

Director

Mumbai,
Dated: 17th September, 2012

करी - ५/१
१९ ७
२०१२

Regd. Off.: Raheja Tower,
Plot No. C-30, Block 'C',
Next to Bank of Baroda,
Bandra Kuria Complex,
Bandra (E), Mumbai-400 051.
Phone : 91-22-2656 4000
Fax : 91-22-2656 4004
Website : www.krahejaincorp.com

करल - ५	
१०१२५	११०
२०१६	



K. RAHEJA CORP

K. RAHEJA CORP
 Sls Office : Plot No. C-22, Block 'G', Opp. MIDC,
 Lawlata-Kurja Complex, Mumbai - 404 031
 Phone : 01-22-2424222 Fax : 01-22-2424240
 Web: www.kraheja.com



ANAND CHANDAN
 Department : Finance
 Blood Group : B +ve
 Date of Issue : 01/01/2006



[Signature]
 Authorized Signatory

[Handwritten mark]



K. RAHEJA CORP

K. RAHEJA CORP
 D-Block Opp. Dana Bank Corporate Office, SIDDH
 Dhara Nagar, Bandra Kurja Complex, BKC-30, Mumbai-41.
 Phone : 022-24562000
 Web: www.kraheja.com



PANKAJ GUPTA
 SAP Code: 10000424
 Department: Directors' Off
 Location: Mumbai
 Blood Group: AB +ve
 Date of Joining: 28/11/2005

[Signature]
 Employee Sign:

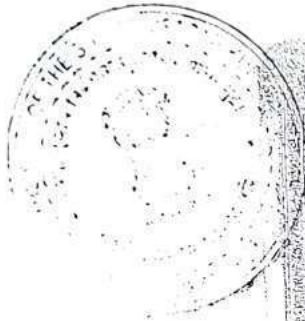
[Signature]
 Authorized Signatory

[Handwritten mark]

करल - ४/१	
११	८
२०१३	



कॉल - 4		
30900	900	990



PERMANENT ACCOUNT NUMBER
AAZPS9175M

NAME
DATTARAM GANGARAM SALUNKHE

FATHER'S NAME
GANGARAM DEVJI SALUNKHE

DATE OF BIRTH
31/10/1968

SIGNATURE
Dattaram Salunkhe

OFFICIAL SIGNATURE
[Signature]
DIRECTOR OF INCOME TAX SYSTEMS



K. RAHEJA CORP
Site Office: Plot No. C-30, Block G, Opp. SIDA,
Bandra-Kurla Complex, Mumbai-400 051.
Phone: 93-22-26564000 Fax: 91-22-26564560
Web: www.kraheja.com

DATTARAM GANGARAM SALUNKHE
Department: Sales & Marketing
Blood Group: O +ve
Date of Issue: 01/02/2008

Employee ID: *9000*
Authorised Signatory

कॉल - 81	
SE	R
२०११	

करल - ५		
१०१६८	१०१	११०
२०१६		



K. RAHEJA CORP
 Site Office : Plot No. C-30, Block 'G',
 Bandra-Kurla Complex, Mumbai - 400 087
 Phone : 91-22-26584000 Fax : 91-22-26584555
 Web: www.krahejaCorp.com



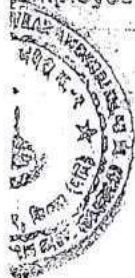
GIRISH TAHILIANI
 Department : Directors Office
 Blood Group : A +ve
 Date of Issue : 01/10/2007

Girish Tahiliani

Employee Sign.

[Signature]

Authorised Signatory



[Signature]

करल - ४/१	
१६	११०



K. RAHEJA CORP
 Site Office : Plot No. C-30, Block 'G',
 Bandra-Kurla Complex, Mumbai - 400 087
 Phone : 91-22-26584000 Fax : 91-22-26584555
 Web: www.krahejaCorp.com



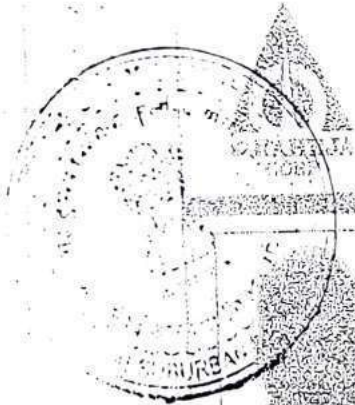
BHARAT VAJA
 Department : Taxation
 Blood Group : O +ve
 Date of Issue : 01/07/2007

Bharat Vaja
 Employee Sign.

[Signature]
 Authorised Signatory

[Signature]

करल - ५		
१०१०६	१०२	११०
२०११		

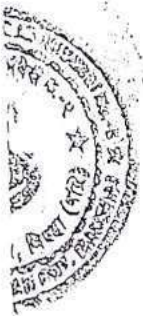


K. RAHEJA CORP
 Site Office : Plot No. C-30, Block 'G', Opp. SIDBI,
 Bandra-Kurla Complex, Mumbai - 400 051.
 Phone : 91-22-26564000 Fax : 91-22-26564560
 Web: www.krahejacorp.com

DERRICK P. GOMES
 Department : Director Office
 Blood Group : B -ve
 Date of Issue : 01/10/2007

Derrick P. Gomes
 Employee Sign.

[Signature]
 Authorised Signatory



[Signature]

करल - ४/	
१६	११
२०११	

	K. RAHEJA CORP Raheja Tower, Block-G, C-30, Bandra Kurla Complex, Mumbai-400051, Phone : 022-2656 4000 Web: www.krahejacorp.com	
		Name : HARISH DHAGE EMP Code : 10000051 Department : DIRECTORS' OFF Location : MUMBAI Blood Group : O +VE Date of Joining : 01-July-92
<i>[Signature]</i> Employee Sign.	<i>[Signature]</i> Authorised Signatory	

करल - ५	
१०१२७	१०३ ११०
२०१६	

आचक्षर विभाग
 METERS DEPARTMENT
 PRAKASH BALU GHARGARE
 BALU NAMDEV BHANDARI
 02/06/1973
 ATHRBB-370
 Signature



आचक्षर विभाग
 METERS DEPARTMENT
 GOVT. OF INDIA
 SANJAY SUDAM PAWAR
 SUDAM RAMCHANDRA PAWAR
 02/06/1973
 ATHRBB-370

करल - ४/
१५ १३

करल - ५		
२०९८	९०८	९९०
२०९८		

दिनांक :- ०५/०९/२०१३

वारा ४/१६/२०१३

मुखत्यारनामा लिहून देणा-याची सही,
फोटो व अंगठा

मुखत्यारनामा लिहून घेणा-याची सही,
फोटो व अंगठा



सहाय्य निबंधक अंधेरी-२
उपनगर जिल्हा

[Handwritten signature]



सहाय्य निबंधक अंधेरी-२
उपनगर जिल्हा

[Handwritten signature]



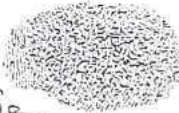
सहाय्य निबंधक अंधेरी-२
उपनगर जिल्हा

[Handwritten signature]



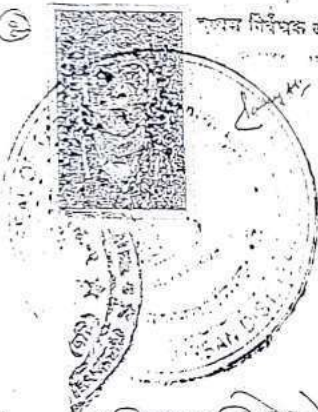
सहाय्य निबंधक अंधेरी-२
उपनगर जिल्हा

[Handwritten signature]



सहाय्य निबंधक अंधेरी-२
उपनगर जिल्हा

[Handwritten signature]



सदर मुखत्यारनामा मी दिलेले आहे. आपला माला लिहून घेऊन
पुणे येथे पोहोचून आपला दिवाण फिलिपस रोड येथे
आपला माला लिहून घ्या. आपला माला लिहून घ्या. आपला माला लिहून घ्या.
यांनी माझ्या समोर धाज दि. ०५/०९/२०१३ रोजी मला फोटो व अंगठा घ्यावे -
१) सहाय्य निबंधक अंधेरी-२ उपनगर जिल्हा
२) सहाय्य निबंधक अंधेरी-२ उपनगर जिल्हा
३) सहाय्य निबंधक अंधेरी-२ उपनगर जिल्हा
यांनी माझी सहाय्य घ्यावी आहे. अविद्यमान
फार १००० मिळाले.
सदर मुखत्यारनामा मला "साय" मवील
ने घवहीत अह. माला वदर ४/१६/२०१३ रोजी धाज
दि. ०५/०९/२०१३ रोजी अधिमणित/साक्षात्कृत केला.

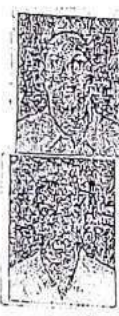
[Handwritten signature]

सहाय्य निबंधक अंधेरी-२
साक्षीदाराची सही, फोटो व अंगठा उपनगर जिल्हा



[Handwritten signature]

करल - ४/	
९६	९३
२०१३	



सदर मुखत्यारनामा मी दिलेले आहे. आपला माला लिहून घेऊन
पुणे येथे पोहोचून आपला दिवाण फिलिपस रोड येथे
आपला माला लिहून घ्या. आपला माला लिहून घ्या. आपला माला लिहून घ्या.
यांनी माझ्या समोर धाज दि. ०५/०९/२०१३ रोजी मला फोटो व अंगठा घ्यावे -
१) सहाय्य निबंधक अंधेरी-२ उपनगर जिल्हा
२) सहाय्य निबंधक अंधेरी-२ उपनगर जिल्हा
३) सहाय्य निबंधक अंधेरी-२ उपनगर जिल्हा
यांनी माझी सहाय्य घ्यावी आहे. अविद्यमान
फार १००० मिळाले.
सदर मुखत्यारनामा मला "साय" मवील
ने घवहीत अह. माला वदर ४/१६/२०१३ रोजी धाज
दि. ०५/०९/२०१३ रोजी अधिमणित/साक्षात्कृत केला.



[Handwritten signature]
सहाय्य निबंधक अंधेरी-२
उपनगर जिल्हा

वरखाडाखोली अहल /

करल - ५		
१०९२८	१०५	११०
२०१८		

घोषणापत्र

मी श्री. दत्ताराम गं. साळुंके घोषित करतो की दुय्यम निबंधक यांचे कार्यालयात करारनामा या शिर्षकाचा दस्त नोंदणिसाठी सादर करण्यात आला आहे. आनंद चंदन व पंजल गमा यांनी दिनांक 28/12/2012 रोजी मला दिलेल्या कुळमुखत्यार पत्राच्या आधारे मी सदर दस्त नोंदणीस सादर केला आहे / निष्पदीत करून कबुली जबाब दिले आहे. सदर कुळमुखत्यार पत्र लिहून देणार यानी कुळमुखत्यार पत्र रद्द केलेले नाही किंवा कुळमुखत्यार पत्र लिहून देणारे व्यक्ती पैकी कोणीही मयत झालेले नाही किंवा कोणत्याही कारणामुळे कुळमुखत्यार पत्र रद्दबादल ठरलेले नाही. सदरचे कुळमुखत्यार पत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चूकीचे आढळून आल्यास नोंदणी अधिनियम 1908 चे 82 अन्वये मी शिक्षेस पात्र राहीन याची मला जाणीव आहे.



दिनांक: 24/07/2018

(Signature)

(श्री. दत्ताराम गं. साळुंके)

कुळमुखत्यारपत्र धारकाचे नाव व सही

करल - 4		
2000	000	200
2000		

आयकर विभाग

INCOME TAX DEPARTMENT



भारत सरकार

GOVT. OF INDIA

K RAHEJA CORP PRIVATE LIMITED



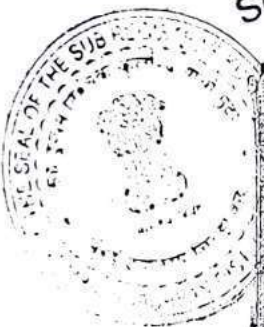
08/11/1979

Permanent Account Number

AAACP0522B

02112012

Self Attested
(साक्षात्कृत)



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA


SHAILESH TANDEKAR

SHALIK TANDEKAR

12/05/1980
Permanent Account Number

AEFPT3462A

Signature



Kalika
Self Attested
(साक्षात्कृत)

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

KALIKA MAHULKAR

T P MAHULKAR

07/12/1979
Permanent Account Number

ALMPM5976G

Signature



Kalika
Self Attested
(साक्षात्कृत)

करल - ५		
१०९२७	१०७	११०
२०१८		

4447 0791 7447

आधार - सामान्य माणसाचा अधिकार

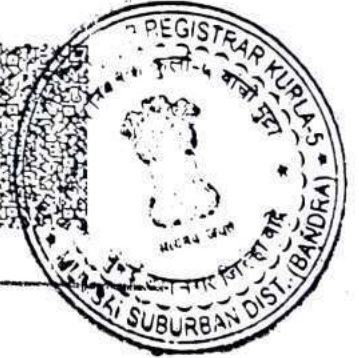
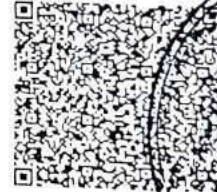


भारत सरकार
GOVERNMENT OF INDIA



अकलेश शालिक तांडेकर
Aklesh Shalik Tandekar

जन्म वर्ष / Year of Birth : 1977
पुरुष / Male



4447 0791 7447

Aklesh Tandekar
Self Attested
(साक्षात्कृत)

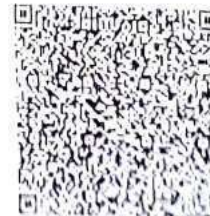


भारत सरकार
GOVERNMENT OF INDIA



विकास दत्तागमन शेलार
Vikas Dattaramn Shelar

जन्म वर्ष / Year of Birth : 1968
पुरुष / Male



5433 4279 4883

करल - १		
२०९८	१०८	११०
२०९८		



पंजीकरण क्र. 24 जुलै 2018 9:34 म.प.

दस्त हजरा भाग-1

कुरला-5
पत्र क्र. 10197/2018
करल - ५
१०१९७ १०१९७ ११०
२०१८

दस्त क्रमांक: करल5/10197/2018

बाजार मूल्य रु. 2,78,09,744/- मोबकला रु. 3,06,41,000/-

भरलेले मुद्रांक शुल्क रु. 15,32,100/-

दु. नि. मं. दु. नि. करल5 यांचे कार्यालयाने

पावनी: 10792

पावनी दिनांक: 24/07/2018

अ. क्र. 10197 वर दि. 24-07-2018

गादरकरणाचा नाव: शैलेश नांदेकर यांच्या वर्फे मुख्यादर कनिष्ठा नांदेकर

वेळी 9:09 म.पू. वा. हजर केला.

नोंदणी फी रु. 30000.00

दस्त हाताळणी फी रु. 2200.00

पृष्ठांची संख्या: 110

Kulika
Kulika

दस्त हजर करणाऱ्याची मही:

एकूण: 32200.00

[Signature]
Joint S.R. Kurla-5
सह. दुय्यम निबंधक
कुर्ला-५ (वर्ग-२)
दस्ताचा प्रकार: करणनामा

[Signature]
Joint S.R. Kurla-5
सह. दुय्यम निबंधक
कुर्ला-५ (वर्ग-२)

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

शिक्का क्र. 1 24 / 07 / 2018 09 : 09 : 16 AM ची वेळ: (मादरीकरण)

शिक्का क्र. 2 24 / 07 / 2018 09 : 11 : 07 AM ची वेळ: (फी)



प्रतिज्ञापत्र

सदर दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेला तरतुदीनुसारच नोंदणीस दाखल केलेला आहे. दस्तातील संपूर्ण मजकूर निष्पादक व्यक्ती, साक्षीदार व सोबत जोडलेल्या कागदपत्रांची आणि "दस्ताची सत्यता, वैधता कायदेशीर बाबीसाठी खालील परत निष्पादक व कबुलीधारक हे संपूर्णपणे जबाबदार राहतील. तसेच सदर हस्तांतरण दस्तामुळे राज्य शासन / केंद्र सरकार यांचा कोणताही कायदा / नियम / परिपत्रक यांचे उल्लंघन होत नाही."

लिहून देणारे

- १)
- २)
- ३)

[Signature]

लिहून घेणारे

- १)
- २)
- ३)

[Signature]
Kulika
Kulika



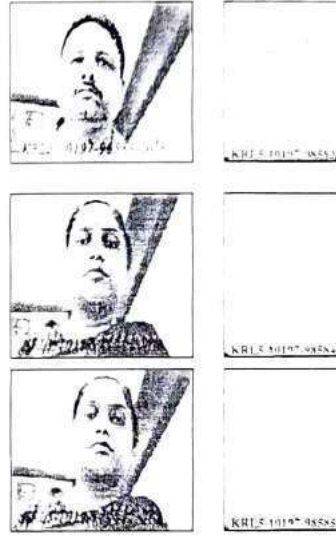
उपनगर गोपचारा भाग-२

करल - ५

दस्तावेज क्रमांक: 10197/2018
करलचा प्रकार: करलनामा

करल - ५		
१०१९७	११०	११०
२०१६		अंगठ्याचा ठसा

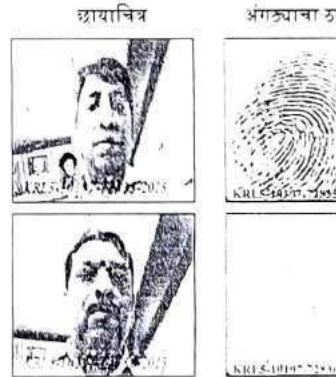
- | | | |
|----------|--|--|
| अनु क्र. | पक्षकाराचे नाव व पत्ता | पक्षकाराचा प्रकार |
| 1 | नाव: पबई इन्व्हेस्टमेंट प्रॉप्राय्टी कं. रज्हेजा कॉर्पोरेशन लि. चे. औथो सिंगे
आनंद चंदन व पंजज गुमा यांच्या तर्फे. मुख्यालय: दत्तात्रय गंगे,
सायबे.
पत्ता: फ्लॉट नं. सी - 30, माळा नं. 8वा, इमागतीचे नाव:
रज्हेजा टॉवर, फ्लॉट नं. जी, गोड नं. वांद्रे कुर्ला मंगुल, वांद्रे
पूर्व, मुंबई, महाराष्ट्र.
पिन नंबर: AAACP0522B | लिहून देणार
वय :-54
स्वाक्षरी:-
<i>Pratikhe</i> |
| 2 | नाव: शंभुलाल नाईकर यांच्या तर्फे. मुख्यालय: कलिका नाईकर
पत्ता: 204, विंग - सी, 2रा, बुडलनड ह्याडटम, - चांदिवली
फार्म गोड, चांदिवली, अंधेरी-पूर्व, मुंबई, माझीणाकरा,
MAHARASHTRA, MUMBAI, Non-Government.
पिन नंबर: AEFPT3462A | लिहून देणार
वय :-38
स्वाक्षरी:-
<i>Kalika</i> |
| 3 | नाव: कलिका नाईकर
पत्ता: 204, विंग - ए, 2रा, बुडलनड ह्याडटम, - चांदिवली
फार्म गोड, चांदिवली, अंधेरी-पूर्व, मुंबई, माझीणाकरा,
MAHARASHTRA, MUMBAI, Non-Government.
पिन नंबर: ALMPM5976G | लिहून देणार
वय :-38
स्वाक्षरी:-
<i>Kalika</i> |



वरील दस्तावेज करून देणार तथाकथीत करारनामा चा दस्त एवज करून दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ: 24 / 07 / 2018 09 : 12 : 51 AM

ओळख -
चार्ज्याल इमम असे निवेदीत करतात की ते दस्तावेज करून देणा-यांना व्यक्तीतः ओळखतात, व त्यांची ओळख पटवितात

- | | | |
|----------|--|--------------------------------|
| अनु क्र. | पक्षकाराचे नाव व पत्ता | पक्षकाराचा प्रकार |
| 1 | नाव: शंभुलाल एम. नाईकर
वय: 40
पत्ता: 1302, विंग - सी, रज्हेजा विन्ताम, रज्हेजा विहार, ऑफ चांदिवली
फार्म गोड, अंधेरी-पूर्व, मुंबई
पिन कोड: 400072 | स्वाक्षरी
<i>Shambhulal</i> |
| 2 | नाव: विक्रम द. शंभार
वय: 49
पत्ता: खोानी क्र. ५१, हरनबाबा इमारत क्र. २, माने गुरुजी मार्ग,
लाजवाग, मुंबई
पिन कोड: 400012 | स्वाक्षरी
<i>Vikram</i> |



प्रमाणित करणेत येते की, हा दस्तामध्ये
एकूण.....११०...पाने आहेत.

शिक्का क्र.4 ची वेळ: 24 / 07 / 2018 09 : 13 : 29 AM

शिक्का क्र.5 ची वेळ: 24 / 07 / 2018 09 : 13 : 29 AM

सह. दुय्यम निबंधक
कुर्ला-५ (वर्ग-२)



सह. दुय्यम निबंधक, कुर्ला क्र. ५
मुंबई उपनगर जिल्हा.

करल - ५/१०१९७/१६
पुस्तक क्रमांक - १ वर नोंदला
दिनांक : २४/७/२०१६

Defacement Number
0002226689201819

सह. दुय्यम निबंधक, कुर्ला क्र. ५
मुंबई उपनगर जिल्हा.

Know Your Rights as Registrants

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Print immediately after registration.

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

DATED THIS 24th DAY OF July, 2018

**POWAI DEVELOPERS
(PROP: K. RAHEJA CORP PVT. LTD.)**

Registered Office:
Plot No.C-30, Block-G, Opp. SIDBI,
Bandra Kurla Complex,
Bandra (East),
MUMBAI - 400 051.

A N D

MR. SHAILESH TANDEKAR and

MRS. KALIKA TANDEKAR

Address: **FLAT NO.204, WING - A,
WOODLAND HEIGHTS,
CHANDIVALI FARM ROAD,
ANDHERI (EAST),
MUMBAI - 400 072.**

Phone : Cell : 9958477332

AGREEMENT

(Agreement in respect of Flat No.1901 in Wing "C" of the building known as "RAHEJA VISTAS (Wings A, B, C, D, E, F, G, H, I, J & K)" on demarcated portion of land, out of the land bearing C.T.S. No.119F/1A/1. Off Chandivali Farm Road at Tungwa, Powai, Mumbai.)