

508/15542 पावती Original/Duplicate
 Monday, July 29, 2024 नोंदणी क्र.: 39म
 11:25 AM Regn.: 39M

पावती क्र.: 16793 दिनांक: 29/07/2024

मावाचे नाव: परेल-शिवडी
 दस्तऐवजाचा अनुक्रमांक: बबई4-15542-2024
 दस्तऐवजाचा प्रकार : करारनामा
 मादर करणाऱ्याचे नाव: डॉ.समीर पागाद

नोंदणी फी रु. 30000.00
 दस्त हाताळणी फी रु. 1900.00
 पृष्ठांची संख्या: 95

एकूण: रु. 31900.00

आपणाम मूळ दस्त , थंबनेल प्रिंट, सूची-२ अंदाजे
 11:45 AM ह्या वेळेस मिलेल.

बाजार मुल्य: रु.35802821.06 /-
 मोवदला रु.45541180/-
 भरलेले मुद्रांक शुल्क : रु. 2732600/-

DELIVERED

सह दुय्यम निबंधक, मुंबई-4

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

1) देयकाचा प्रकार: eChallan रकम: रु.30000/-
 डीडी/धनादेश/पे ऑर्डर क्रमांक: MH005108548202425M दिनांक: 29/07/2024
 बँकेचे नाव व पत्ता:
 2) देयकाचा प्रकार: DHC रकम: रु.1900/-
 डीडी/धनादेश/पे ऑर्डर क्रमांक: 0724295502393 दिनांक: 29/07/2024
 बँकेचे नाव व पत्ता:

S. P. P. P.

DELIVERED

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.मुंबई शहर 4

दस्त क्रमांक : 15542/2024

नोदणी :

Regn:63m

30/07/2024

गावाचे नाव : परेल-शिवडी

(1)विनेखाचा प्रकार	करारनामा
(2)मोबदला	45541180
(3) वाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ने नमुद करावे)	35802821.06
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :मदनिका नं: सदनिका नं.1803, माळा नं: 18 वा मजला,टॉवर टी 03, इमारतीचे नाव: क्रिसेंट वे विल्डींग, ब्लॉक नं: परेल,मुंबई - 400012, रोड : महात्मा फुले एज्युकेशन, इतर माहिती: सोबत 2 कारपार्किंग((C.T.S. Number : 432 ;))
(5) क्षेत्रफळ	1) 115.89 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात अमेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-एल अँड टी परेल प्रोजेक्ट प्रा लि तर्फे प्राधिकृत व्यक्ती जे हरीश कुमार तर्फे मुखत्यार आर के विश्वनाथन वय:-66; पत्ता:-प्लॉट नं: ऑफिस, माळा नं: -, इमारतीचे नाव: एल अँड टी हाऊस, ब्लॉक नं: बॅलार्ड इस्टेट, मुंबई, रोड नं: -, महाराष्ट्र, मुंबई. पिन कोड:-400001 पॅन नं:-AAECL8967C 2): नाव:-ओमकार रियल्टर्स अँड डेव्हलपर्स प्रा लि तर्फे प्राधिकृत व्यक्ती मोहम्मद शाहीद रजा . वय:-40; पत्ता:-प्लॉट नं: ऑफिस, माळा नं: -, इमारतीचे नाव: ओमकार हाऊस, ब्लॉक नं: सायन पूर्व मुंबई, रोड नं: ऑप.सायन चुनाभट्टी सिग्रल, ऑफ ईस्टर्न एक्सप्रेस हायवे, महाराष्ट्र, मुंबई. पिन कोड:-400022 पॅन नं:-AAACO7919F 3): नाव:-मेसर्स ओमकार रियल्टर्स अँड डेव्हलपर्स तर्फे प्राधिकृत व्यक्ती मोहम्मद शाहीद रजा . वय:-40; पत्ता:-प्लॉट नं: ऑफिस, माळा नं: -, इमारतीचे नाव: ओमकार एम्प्लेर, ब्लॉक नं: सायन पूर्व मुंबई, रोड नं: ऑप.सायन चुनाभट्टी सिग्रल, ऑफ ईस्टर्न एक्सप्रेस हायवे, महाराष्ट्र, मुंबई. पिन कोड:-400022 पॅन नं:-ABSFS8827J 4): नाव:-दर्शन रियल्टर्स प्रा लि तर्फे प्राधिकृत व्यक्ती मोहम्मद शाहीद रजा - वय:-40; पत्ता:-प्लॉट नं: ऑफिस, माळा नं: -, इमारतीचे नाव: ओमकार हाऊस, ब्लॉक नं: सायन पूर्व मुंबई, रोड नं: ऑप.सायन चुनाभट्टी सिग्रल, ऑफ ईस्टर्न एक्सप्रेस हायवे, महाराष्ट्र, मुंबई. पिन कोड:-400022 पॅन नं:-AADCD4673N 5): नाव:-मेसर्स ओम शांती रियल्टर्स तर्फे प्राधिकृत व्यक्ती मोहम्मद शाहीद रजा - वय:-40; पत्ता:-प्लॉट नं: ऑफिस, माळा नं: -, इमारतीचे नाव: ओमकार हाऊस, ब्लॉक नं: सायन पूर्व मुंबई, रोड नं: ऑप.सायन चुनाभट्टी सिग्रल, ऑफ ईस्टर्न एक्सप्रेस हायवे, महाराष्ट्र, मुंबई. पिन कोड:-400022 पॅन नं:-AABFO1844K
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-डॉ.ममीर पागाद वय:-48; पत्ता:-प्लॉट नं: मदनिका नं.304, माळा नं: टी3, इमारतीचे नाव: क्रिसेंट वे , ब्लॉक नं: परेल,मुंबई, रोड नं: जेराबाई वाडिया रोड, महाराष्ट्र, मुंबई. पिन कोड:-400012 पॅन नं:-BJFPS2522G 2): नाव:-डॉ.हर्षा पागाद वय:-43; पत्ता:-प्लॉट नं: मदनिका नं.304, माळा नं: टी3, इमारतीचे नाव: क्रिसेंट वे, ब्लॉक नं: परेल,मुंबई, रोड नं: जेराबाई वाडिया रोड, महाराष्ट्र, मुंबई. पिन कोड:-400012 पॅन नं:-COJPP8802G
(9) दस्तऐवज करून दिल्याचा दिनांक	29/07/2024
(10)दस्त नोदणी केल्याचा दिनांक	29/07/2024
(11)अनुक्रमांक,खंड व पृष्ठ	15542/2024
(12)वाजारभावाप्रमाणे मुद्रांक शुल्क	2732600
(13)वाजारभावाप्रमाणे नोदणी शुल्क	30000
(14)शेरा	



मुल्यांकनासाठी विचागत घेतलेला तपशील:-

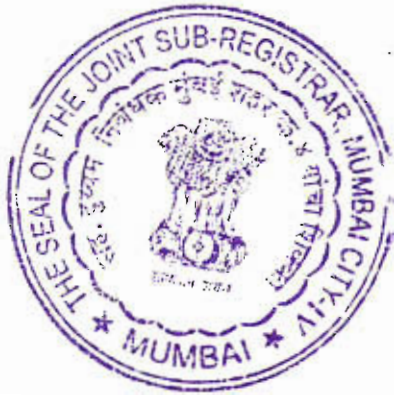
मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

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

मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)					
Valuation ID	20240729221	29 July 2024, 10:03:41 AM			
मूल्यांकनाचे वर्ष	2024				
जिल्हा	मुंबई(मेन)				
मूल्य विभाग	11-परळ,शिवडी डिव्हिजन				
उप मूल्य विभाग	11/84Fभुभाग: L & T चे किसेन्ट बे स्किम				
सर्व्हे नंबर /न. भू. क्रमांक :	इतर #				
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.					
खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	मोजमापनाचे एकक
115480	255290	293580	319110	255290	चौरस मीटर
बांधीव क्षेत्राची माहिती					
बांधकाम क्षेत्र(Built Up)-	115.89चौरस मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-	बांधीव
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय-	0 TO 2वर्षे	बांधकामाचा दर -	Rs.30250/-
उद्दवाहन सुविधा-	आहे	मजला -	21st floor To 30th floor		
रस्ता सन्मुख - Sale Type - First Sale Sale/Resale of built up Property constructed after circular dt.02/01/2018					
मजला निहाय घट/वाढ = 115% apply to rate= Rs.293584/-					
घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर = ((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * घसा-यानुसार टक्केवारी) + खुल्या जमिनीचा दर) = ((293584-115480) * (100 / 100)) + 115480) = Rs.293584/-					
A) मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र = 293584 * 115.89 = Rs.34023449.76/-				
E) बंदिस्त वाहन तळाचे क्षेत्र बंदिस्त वाहन तळाचे मूल्य	27.88चौरस मीटर = 27.88 * (255290 * 25/100) = Rs.1779371.3/-				
Applicable Rules	= ,10.4,16				
एकत्रित अंतिम मूल्य	= मुख्य मिळकतीचे मूल्य + तळघराचे मूल्य + मॅझनाईन मजला क्षेत्र मूल्य + लागतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + बंदिस्त बाल्कनी + मेकेनिकल वाहनतळ = A + B + C + D + E + F + G + H + I + J = 34023449.76 + 0 + 0 + 0 + 1779371.3 + 0 + 0 + 0 + 0 + 0 = Rs.35802821.06/-				

Home

Print





CHALLAN
MTR Form Number-6



GRN	MH005108548202425M	BARCODE	[Barcode]		Date	12/07/2024-11:03:21	Form ID	25.2	
Department				Inspector General Of Registration					
Type of Payment				Stamp Duty Registration Fee					
Office Name				BOM4_JT SUB REGISTRAR MUMBAI 4		Full Name			SAMEER PAGAD
Location				MUMBAI		Flat/Block No.			FLAT NO. 1803 T3 CRESCENT BAY
Year				2024-2025 One Time		Premises/Building			
Account Head Details				Amount In Rs.		Road/Street			PAREL
0030045501 Stamp Duty				2732600.00		Area/Locality			MUMBAI
0030063301 Registration Fee				30000.00		Town/City/District			
						PIN			4 0 0 0 1 2
						Remarks (If Any)			SecondPartyName=L AND T PAREL PROJECT
						Amount In			Twenty Seven Lakh Sixty Two Thousand Six Hundred R
						Words			upees Only
Total				27,62,600.00					
Payment Details				PUNJAB NATIONAL BANK		FOR USE IN RECEIVING BANK			
Cheque-DD Details				Bank CIN		Ref. No.		03006172024071200240 120724M1169333	
Cheque/DD No.				Bank Date		RBI Date		12/07/2024-16:59:12 15/07/2024	
Name of Bank				Bank-Branch		PUNJAB NATIONAL BANK			
Name of Branch				Scroll No. , Date		1 , 15/07/2024			



Department ID : Mobile No : 0000000000
 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 यादर चरलन केवल दुसयम निवधक कार्यालयात नोंदणी करावयाच्या दस्त्यासाठी लागू आहे. नोंदणी न करता या चरलन वाचू नये.

Signature Not Verified
 Digitally signed by DS,
 DIRECTORATE OF ACCOUNTS
 AND TREASURY, MUMBAI 02
 Date: 2024.07.29 11:56:47 IST
 Reason: GRAS Secure Document
 Location: India

वसई - 8
 2/24
 2024

Challan Defaced Details

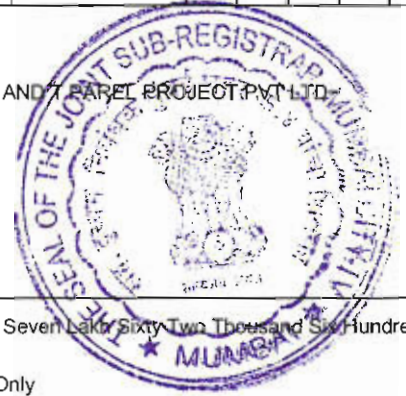
Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(IS)-508-15542	0003217073202425	29/07/2024-11:25:40	IGR549	30000.00
2	(IS)-508-15542	0003217073202425	29/07/2024-11:25:40	IGR549	2732600.00
Total Defacement Amount					27,62,600.00



CHALLAN
MTR Form Number-6



GRN	MH005108548202425M	BARCODE			Date	12/07/2024-11:03:21	Form ID	25.2		
Department	Inspector General Of Registration			Payer Details						
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)								
		PAN No.(If Applicable)								
Office Name	BOM4_JT SUB REGISTRAR MUMBAI 4			Full Name	SAMEER PAGAD					
Location	MUMBAI									
Year	2024-2025 One Time			Flat/Block No.	FLAT NO. 1803 T3 CRESCENT BAY					
Account Head Details		Amount In Rs.	Premises/Building							
0030045501	Stamp Duty	2732600.00	Road/Street		PAREL					
0030063301	Registration Fee	30000.00	Area/Locality		MUMBAI					
			Town/City/District							
			PIN		4	0	0	0	1	2
			Remarks (If Any)		SecondPartyName=L AND T PAREL PROJECT PVT LTD					
			Amount in		Twenty Seven Lakh Sixty Two Thousand Six Hundred R					
			Words		upes Only					
Total	27,62,600.00									
Payment Details	PUNJAB NATIONAL BANK			FOR USE IN RECEIVING BANK						
Cheque-DD Details				Bank CIN	Ref. No.	03006172024071200240	120724M1169333			
Cheque/DD No.				Bank Date	RBI Date	12/07/2024-16:59:12	Not Verified with RBI			
Name of Bank				Bank-Branch		PUNJAB NATIONAL BANK				
Name of Branch				Scroll No. , Date		1 , 15/07/2024				



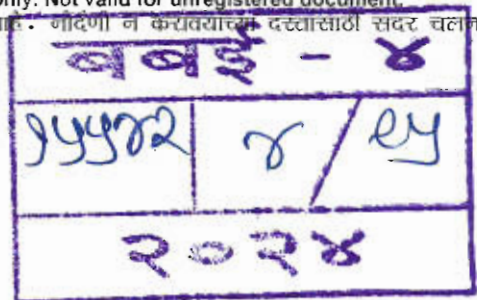
Department ID :

Mobile No. : 0000000000

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

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

Signature
7/1-2/24



Recd
Recd
Recd
Recd

[Handwritten signature]
7-1-24
[Handwritten signature]

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") made at Mumbai on this 29 day of July 2024

BETWEEN

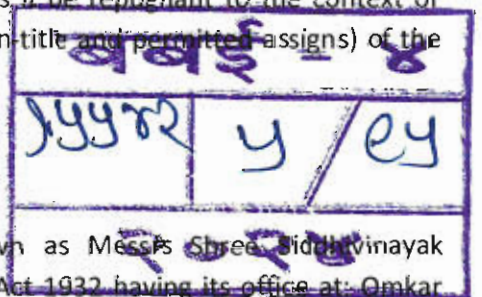
L&T PAREL PROJECT PRIVATE LTD., a private limited company incorporated and registered under the provisions of the Companies Act, 2013, having its office at: L&T House, Ballard Estate, N.M.S Marg, Mumbai - 400 001, hereinafter referred to as the "**PROMOTER**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and permitted assigns) of the FIRST PART;

AND

OMKAR REALTORS & DEVELOPERS PRIVATE LIMITED, a private limited company incorporated and registered under the provisions of the Companies Act, 1956 and having its registered office address at Omkar House, Off Eastern Express Highway, Opp. Sion Chunnabhatti Signal, Sion (East), Mumbai 400 022, hereinafter referred to as "**ORDPL**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-title and permitted assigns) of the SECOND PART;

AND

MESSRS OMKAR REALTORS AND DEVELOPERS (formerly known as Messrs Shree Siddhivinayak Enterprises), a partnership firm registered under the Partnership Act 1932 having its office at: Omkar Esquare, Opp. Sion-Chunbhatti Signal, Off. Eastern Express Highway, Sion (East), Mumbai-400 022, through its partners 1) Task Realtors Private Limited, Address: Omkar House, Opp. Sion-Chunbhatti Signal, Off. Eastern Express Highway, Sion (East), Mumbai-400 022 and 2) Velocity Realtors Private Limited, Address: Omkar House, Opp. Sion-Chunbhatti Signal, Off. Eastern Express Highway, Sion (East), Mumbai-400 022, hereinafter referred to as "**Omkar Developers**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, persons who may be admitted as partners in future, the survivor or survivors of them and the heirs, executors and administrators of the last of such survivor or survivors and permitted assigns) of the THIRD PART;



[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

Recd
Recd
Recd
Recd

AND

DARSHAN REALTORS PRIVATE LIMITED, a private limited company incorporated and registered under the provisions of the Companies Act, 1956 and having its registered office address at Omkar House, Opp. Sion-Chunbhatti Signal, Off. Eastern Express Highway, Sion (East), Mumbai-400 022, hereinafter referred to as "Darshan" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-title and permitted assigns) of the FOURTH PART;

AND

MESSRS OM SHANTI REALTORS, a partnership firm registered under the Partnership Act 1932 having its office at: Omkar House, Opp. Sion-Chunbhatti Signal, Off. Eastern Express Highway, Sion (East), Mumbai-400 022, through its partners : ORDPL and Anatomy Realtors Private Limited, hereinafter referred to as "Om Shanti" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, persons who may be admitted as partners in future, the survivor or survivors of them and the heirs, executors and administrators of the last of such survivor or survivors and permitted assigns) of the FIFTH PART;

AND

Dr. Sameer Pagad and Dr. Harsha Pagad Adult/s / Minor, Indian Inhabitant/s of Mumbai / a partnership firm registered under the Indian Partnership Act, 1932 / a private limited / public company registered under the provisions of the Companies Act, 1956/ Natural guardian (Mr/Mrs.....) on behalf of the minor, having their address for the purpose of these present at **202, Bldg - 3, Wimbeldon Park Pokhran Road - 1, Opp. JK School, Thane West – 400606, Maharashtra, India** hereinafter referred to as "the Allottee" (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include in the case of individuals, his/her heirs, executors, administrators, in case of a firm the partners for the time being from time to time, the survivors or survivor of them and the heir, executors and administrators of the last of such survivors or survivor and in case of a Company, its successors and permitted assigns) of the SIXTH PART.

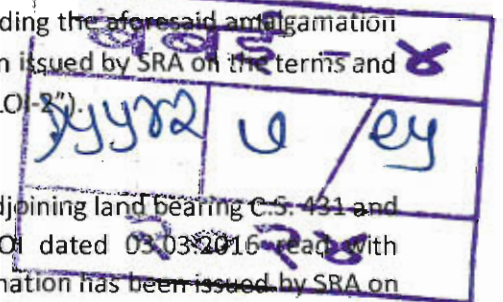
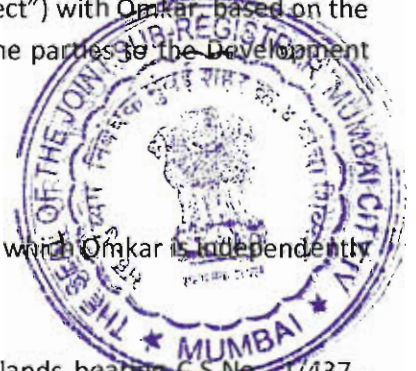
ORDPL, Darshan, and Omkar Developers are hereinafter collectively referred to as "Omkar". ORDPL, Darshan, Omkar Developers and Om Shanti are hereinafter collectively referred to as "Co-promoter".

The Promoter, Co-promoter and the Allottee are hereinafter collectively referred to as "the Parties", and individually as a "Party".

- (a) ORDPL, Darshan and Omkar Developers are collectively entitled to develop the land admeasuring approximately 79176.95 square metres or thereabouts bearing Cadastral Survey Nos. 655 (P), 654, 658 (P), 659 (P), 653 (P), 440(P), 437(P), 854, 869, 870, 871 and C.S. Nos. 432 (part), 437(part), 440(part), 645, 646, 647, 648, 649, 650 and 854 of Parel – Sewri Division, Mumbai and Cadastral Survey Nos. 1038, 1039, 155 (P), 174(P), 176(P), 1/177(P), 185(P) of Dadar Naigaon Division, Mumbai in the Registration District and Sub- District of Mumbai City ("the said Land") and are entitled to develop the same inter alia under the Letter of Intent dated December 23, 2011 and bearing reference no. SRA/ENG/1678/FS/ML&PL/LOI issued by Slum Rehabilitation Authority ("SRA") on the terms and conditions as mentioned therein ("the said LOI-1"). ;
- (b) In terms of the said LOI-1, Omkar has inter-alia (i) the right and obligation to develop and construct the rehab tenements having an area of approximately 1,04,520.22 square metres ("Rehab Component") to rehabilitate 2,298 slum dwellers, including 3 (three) BMC units and 6 (six) religious structures on a portion of the said Land which admeasures approximately 11942.00 square meters ("Rehab Land") and (ii) the right to develop and construct a free sale component

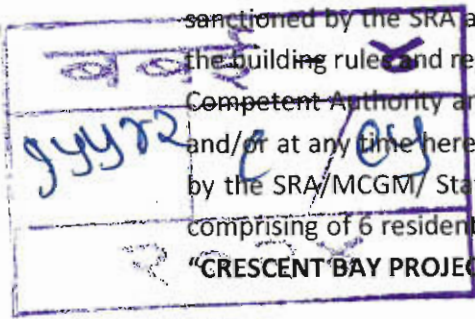
having a built – up area (FSI) of approximately 87564.05 square metres or such further built –up area as maybe sanctioned from time to time which is permissible to be utilised in-site (“Free Sale Component”) on the balance portion of the said Land admeasuring approximately 28036.10 square meters, more particularly described in the **SECOND SCHEDULE** hereunder written and shown washed in yellow colour on the layout plan hereto annexed and marked as **ANNEXURE “A”**(hereinafter referred to as “Free Sale Land”);

- (c) The development of the said Land is inter-alia by undertaking a slum rehabilitation scheme (“SRS”) under the provisions of Regulation 33 (10) and such other provisions as applicable of the D.C. Regulations, thereon and/or such other incentive scheme as may be sanctioned under the provisions of the D.C. Regulations, from time to time;
- (d) By and under the Development Agreement dated 25th September, 2012 (“Development Agreement”) registered with the office of sub-registrar of Mumbai under Serial No.BBE2-7440 of 2012 entered into between ORDPL (therein also referred to as ‘ORDPL’) of the first part, Omkar Developers (therein referred to as ‘Siddhivinayak’) of the second part, Darshan (therein also referred to as ‘Darshan’) of the third part and the Promoter (therein referred to as ‘L&T LLP’) of the fourth part (hereinafter referred to as the “Development Agreement”), Omkar inter alia granted to the Promoter the development rights pertaining to all the beneficial rights and interests of and to the said Land including the right and authority to implement and exploit all of the development rights and other interests held in relation to the sale building/s (“Free Sale Building/s”) by utilizing the Free Sale Component (“Free Sale Project”) with Omkar based on the specific roles and mutually exclusive responsibilities of each of the parties to the Development Agreement, on the terms and conditions as mentioned therein;
- (e) Omkar has represented that:-
- (i) The development of the said Land is under a larger layout on which Omkar is independently developing and implementing other lands/schemes.
- (ii) Omkar has amalgamated the said Land with the adjoining lands bearing C.S.No. , 1/437 , 1/431 (pt), 432 (pt), 426, under the S.R.Scheme popularly known as “Khaparideo CHS Ltd, Mukund (Anna) Nagar Sahakari Griha Nirman Mahasangh (prop) and redevelopment scheme of municipal tenanted property of Sairaj CHS (prop) with the said Land. A revised LOI bearing No. SRA/ENG/1678/FS/ML&PL/LOI dated 03.05.2014 recording the aforesaid amalgamation of the said Land with the aforesaid adjoining lands has been issued by SRA on the terms and conditions mentioned therein (hereinafter referred to as “LOI-2”).
- (iii) The Omkar has amalgamated the said Land with another adjoining land bearing C.S. 431 and 651 (pt) and a revised LOI SRA/ENG/1678/FS/ML&PL/LOI dated 03.03.2016 read with Corrigendum dated 17.06.2016 recording the said amalgamation has been issued by SRA on the terms and conditions mentioned therein (hereinafter referred to as “LOI-3”).
- (iv) The Omkar has further amalgamated the said Land with adjoining land bearing C.S. 427 (pt) under S.R. Scheme popularly known as Bombay Burma CHS Ltd in the said LOI-4. A revised LOI bearing No. SRA/ENG/1678/FS/ML&PL/LOI dated 30.07.2016 has been issued by SRA recording amalgamation of the said C.S. No. 427(pt.), on the terms and conditions mentioned therein (hereinafter referred to as “LOI-4”).
- (v) The Omkar has further obtained a revised LOI bearing No. SRA/ENG/1678/FS/ML&PL/LOI dated 13.10.2017 issued by SRA, on the terms and conditions mentioned therein (hereinafter referred to as “LOI-5”).



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- (f) The LOI-1, LOI-2, LOI-3, LOI-4 and LOI-5 are hereinafter collectively referred to as "said LOI's".
- (g) The said Land upon such amalgamation with the adjoining lands and pursuant to the said LOI's now comprised of C.S. 426, 427(pt), 431, 1/431, 432(pt), 1/437, 437(Pt), 440 (Pt), 645(pt) to 650 (pt), 651(pt), , 654, 655(pt), 657 (pt), 658 (pt), 659(pt), 854, 869, 870, 871 of Parel Sewri Division and C. S. No. 155 (Pt), 174 (Pt), 176(pt), 1/177(pt), 185(pt), 1038, 1039 of Dadar-Naigoan Division, F/South Ward of MCGM in aggregate admeasuring 1,07,988.64 sq. mtrs. square metres or thereabouts and is collectively hereinafter referred to as "the said Larger Land", and is more particularly described in the **FIRST SCHEDULE** hereunder written.
- (h) Pursuant to the revised amalgamated LOI-2, LOI-3 and LOI-4, the Executive Engineer, SRA has issued amended Intimation of Approval bearing No. SRA/ENG/2700/FS/ML & PL/IOA dated 7th May 2014 and 30th July 2016, wherein Omkar was given permission to commence construction of free sale buildings and rehab buildings, on the said Larger Land, subject to the terms and conditions as stated therein.
- (i) By a Supplemental Agreement dated 26th December 2017 registered with the office of sub-registrar of Mumbai under Serial No.BBE1-5992 of 2017 entered into by and between ORDPL (therein also referred to as 'ORDPL') of the first part, Omkar Developers (therein also referred to as 'Omkar Developers) of the second part, Darshan (therein also referred to as 'Darshan') of the third part, the Promoter (therein referred to as 'L&T LLP') of the fourth part and M/s. Om Shanti Developers (therein referred to as 'Om Shanti') of the fifth part (hereinafter referred to as the "Supplemental Agreement"), the parties therein have jointly agreed to include and utilise FSI admeasuring 9107.16 square meters of the free sale component and the Fungible FSI of 3501.10 sq meters of the aforesaid adjoining land bearing C.S. 427(pt.), on the terms and conditions mentioned therein.
- (j) The Promoter is developing the Free Sale Project on a portion of the said Larger Land admeasuring **28044.59 sq. mtrs.** and is intending to construct thereon 6 (six) residential towers, namely T1 to T6 on the **Free Sale Land**, which is more particularly described in the **SECOND SCHEDULE** hereunder written and shown washed in "yellow" colour on the layout plan of the said Larger Land annexed hereto and marked as **ANNEXURE "A"**, alongwith various common amenities and facilities, which are more particularly described in **ANNEXURE "B"** annexed hereto, as may be sanctioned by the SRA and/or the concerned authorities, from time to time, in accordance with the building rules and regulations and bye-laws of the SRA/MCGM/ State Government/ any other Competent Authority and such other laws, rules and regulations, as may be in force at present and/or at any time hereafter, and also subject to such terms and conditions as may be imposed by the SRA/MCGM/ State Government/ any other Competent Authority. The Free Sale Project comprising of 6 residential towers, the common areas and other facilities, shall be known as the **"CRESCENT BAY PROJECT"**.



- (k) A copy of the layout plan or the said Larger Land, after amalgamation, as approved by the SRA is annexed hereto and marked as **ANNEXURE "C"** and the Commencement Certificate (CC) dated 25th November 2011 bearing no. SRA/ENG/2700/FS/ML/AP, as amended from time to time, issued by the Executive Engineer, SRA, by which Omkar was given permission to commence construction of the Free Sale Building/s on the said Free Sale Land, is annexed hereto and marked as **ANNEXURE "D"**. In the plans annexed to the Intimation of Approval (IOA) dated 2nd January, 2012 bearing No. SRA/ENG/2700/FS/ML&PL/AP as amended from time to time, last amended on 30th July, 2016, the Towers T1, T2, T3, T4, T5 & T6 are referred to as Wings M, L, N, K, J & I respectively.

- (m) In light of the above, the Promoter is vested inter alia with the development rights in respect of the Free Sale Land in the manner stated in the Development Agreement and the Supplementary

Agreement and is in possession of the Free Sale Land along with Omkar. The Promoter is entitled to sell and market the premises in the Crescent Bay Project, to the extent and in the manner, and on the terms and conditions as set out in the Development Agreement and the Supplementary Agreement. The Promoter has sole and exclusive right to sell the apartments/units in the said Project/Crescent Bay Project, to be constructed by the Promoter on the Free Sale Land and to enter into Agreement/s with the allottee(s)/s of the apartments and to receive the sale consideration in respect thereof.

- (n) (i) The requisite approvals and sanctions, for the development of the said Larger Land, from SRA are obtained and (ii) approvals and sanctions from other relevant statutory authorities are applied for and/or in process of being obtained and/or obtained by Omkar, which may be amended from time to time, in accordance with the law and/or the planning requirements, as per the needs of the development, on the said Larger Land.
- (o) Pursuant to the Development Agreement and the Supplementary Agreement, the Promoter has commenced construction on the said Free Sale Land. The Promoter is developing the layout of the Free Sale Project/Crescent Bay Project inter-alia by constructing Free Sale Building/s (comprised in the Free Sale Component) on the said Free Sale Land, by utilisation of the full potential thereof, as sanctioned and/or may be sanctioned and/or to be amended, from time to time, by the SRA and/or the concerned authorities in accordance with the D. C. Regulations and applicable laws and such other laws, rules and regulations, as may be in force at present and/or at any time hereafter;
- (p) The approved plan for the Crescent Bay Project provides for a common layout wherein certain infrastructural and other common areas and facilities, including, podium, gardens and other open areas, club house, pathways/roads, entrance gates, drainage pipes, electricity sub-stations, water connections, sewage treatment plants (STPs), parking, water harvesting, etc., are provided for the common use for development of the Crescent Bay Project and the common amenities/common areas and facilities, save and except the religious structure i.e. Sainath Temple ("Temple") provided on podium level of Towers T1 to T6, shall be for the exclusive use of the allottee/s of the Crescent Bay Project i.e. Towers T1 to T6.;
- (q) The access/right of way to the general public to the religious structure i.e. Sainath Temple ("Temple") located under the podium of Tower T1 to T6, shall be directly from the DP Road only and that the general public shall not have any access /right of way to the podium of Towers T1 to T6 on the Free Sale Land.
- (r) The Promoter is constructing the tower, as selected in the below mentioned table, in the Crescent Bay Project which shall, hereinafter be referred to as the "said Project";

RERA Project	Podium	Stilt	Upper floors incl Fire Check
Crescent Bay - T1 - 40, 41 floors	0	0	2
Crescent Bay - T2	10	0	47
Crescent Bay - T3	7	0	52
Crescent Bay - T4	7	0	52
Crescent Bay - T5	7	0	57
Crescent Bay - T6	7	0	59

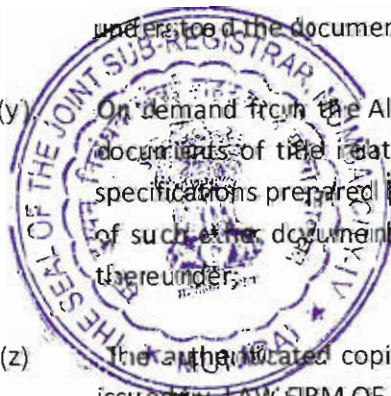


- (s) The development of the said Project/Crescent Bay Project is registered as a 'Real Estate Project' with the Real Estate Regulatory Authority ("Authority"), under the provisions of the Real Estate (Regulation and Development) Act, 2016, ("Act") read with the Provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("Rules") and the Regulations. The Authority has duly issued Certificate of Registration No. **P51900005188** dated **21-Nov-2022** for the said Project and an authenticated copy of the said registration certificate and the plan showing the said Project on the Free Sale Land/Crescent Bay Project, is annexed hereto and marked as **ANNEXURE "E-1 & E-2"** respectively. The future development on the balance portion of the said Larger Land will be registered as "Real Estate Project" as defined in the Act, from time to time.
- (t) Pursuant to the discussions and negotiations between the Promoter, Co-promoter and the Allottee, the Allottee has agreed to purchase from the Promoter and Co-promoter, on ownership basis, the said Apartment more particularly described in the Third Schedule hereunder written, being constructed on the said Free Sale Land in the Crescent Bay Project. The Allottee has applied to the Promoter for allotment of the said Apartment (as defined in Clause 3.1 hereinbelow). The said Apartment is more particularly described in the Third Schedule hereunder written;
- (u) The 'carpet area' of the said Apartment means the carpet area as defined in the Act and the Rules thereunder. In addition to the carpet area of the said Apartment, there are certain ancillary areas appurtenant to the said Apartment which are more particularly mentioned in the Third Schedule hereunder and shown in **blue hatch lines** on the plan annexed hereto as Annexure I (hereinafter referred to as "the Ancillary Areas");
- (v) The Promoter has entered into a standard Agreement/s with Architect, **Sandeep Shikre & Associates**, registered with the Council of Architects and such Agreement/s is/are as per the Agreement prescribed by the Council of Architects. The Promoter reserves the right to change the Architect at the sole discretion of the Promoter;
- (w) The Promoter has appointed **LERA Consulting Structural Engineers** as the Structural Engineer for the preparation of the structural design and drawings of the building/s. The Promoter reserves the right to change the structural engineer at the sole discretion of the Promoter. The Promoter accepts the professional supervision of the Architect and the Structural Engineer (or any suitable replacements/substitutes thereof) till the completion of the building/s in the Crescent Bay Project;

- (x) The Allottee has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocate and Planning and Architectural Consultants. The Allottee has agreed and consented to the development of the said Project. The Allottee has also examined all the documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects;

- (y) On demand from the Allottee/s, the Promoter has given inspection to the Allottee, of all the documents of title relating to the said Free Sale Land and the plans, approvals, designs and specifications prepared by the Promoter's Architects **Messrs. Sandeep Shikre & Associates**, and of such other documents as are specified under the Act and the Rules and Regulations made thereunder;

- (z) The authenticated copies of Title Certificates dated 01.08.2013, 02.08.2013 and 27.07.2016 issued by, LAW FIRM OF KHONAS, Solicitors & Legal Consultants, are annexed hereto and marked as ANNEXURE "F" (collectively) and the Index – II and Property Register Extracts of the said Larger Land are annexed hereto and marked as ANNEXURE "G" (collectively).

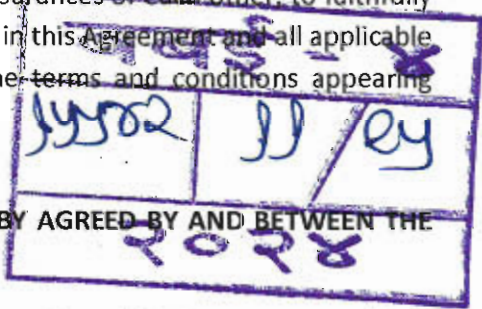


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- (aa) The authenticated copies of the plans and specifications, of the said Apartment, agreed to be purchased by the Allottee, as sanctioned and approved by the SRA/local authority are annexed hereto and marked as **ANNEXURE "H"**;
- (bb) The Promoter has got some of the approvals from the SRA/concerned local authority(s) to the plans, specifications, elevations, sections of the building/s, to be constructed in the Crescent Bay Project, and shall obtain the balance approvals from various authorities, from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Apartment/said Project/Crescent Bay Project. The Allottee/s is aware that all the relevant plans, approvals, etc. are uploaded on the RERA website of the said Project. The Promoter has shown to the Allottee(s), all the relevant plans approvals, plans, etc. and the Allottee/s has satisfied with the same;
- (cc) The Promoter has, accordingly, commenced construction of the said Project, in accordance with the approved/sanctioned plans;
- (dd) Prior to the execution of these presents, the Allottee has paid to the Promoter a sum as mentioned in the Fourth Schedule hereunder written, towards "Earnest Amount" , being part payment towards the Consideration (defined hereinbelow) of the said Apartment, agreed to be sold by the Promoter to the Allottee, as advance payment or application fee (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee has agreed to pay, to the Promoter, the balance amount of the Consideration, in the manner hereinafter appearing;
- (ee) Under Section 13 of the Act, the Promoter is required to execute a written Agreement for Sale of the said Apartment, with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908;
- (ff) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase, the said Apartment in the said Project) alongwith car parking space/s . The Parties relying on the confirmations, representations and assurances of each other, to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.



 11/02/2028

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

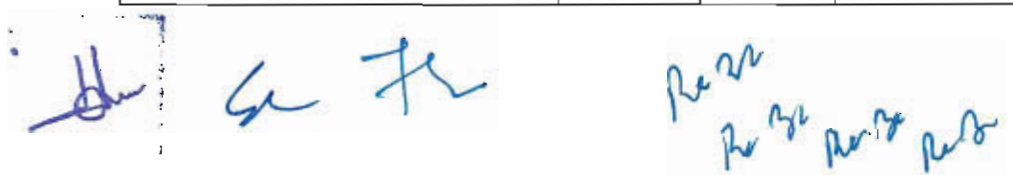
1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not in intended in derogation of the Act.

2. CONSTRUCTION

2.1. The Promoter shall construct the said Project, as selected in the below mentioned table, on the said Free Sale Land, in accordance with the plans, designs and specifications as approved by the SRA/concerned local authority, from time to time.

RERA Project	Podium	Stilt	Upper floors, incl Fire Check
Crescent Bay - T1 - 40, 41 floors	0	0	2
Crescent Bay - T2	10	0	47
Crescent Bay - T3	7	0	52





Crescent Bay - T4	7	0	52
Crescent Bay - T5	7	0	57
Crescent Bay - T6	7	0	59

PROVIDED THAT, the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the said Apartment of the Allottee, except any alteration or addition required by any Government authorities or due to change in law.

- 2.2. It is hereby clarified that in case of any minor additions required due to architectural and structural reason duly recommended and verified by Architect or Engineer, the Promoter shall intimate the Allottee(s), in writing, in respect of such minor changes or additions and the Allottee(s) hereby give their consent for the same.

3. PURCHASE OF THE UNIT AND SALE CONSIDERATION:

3.1. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, the said Apartment, more particularly described in the **THIRD SCHEDULE** hereunder written and hatched in red colour on the floor plan annexed hereto and marked as **ANNEXURE "I"** (hereinafter referred to as the "said Apartment"), for a total consideration as mentioned in the **FOURTH SCHEDULE** hereunder written including Rs. 0/- (NIL), being the proportionate price of the common areas and facilities appurtenant to the said Apartment, the nature, extent and description of the common areas and facilities is more particularly described in ANNEXURE "B" annexed hereto.

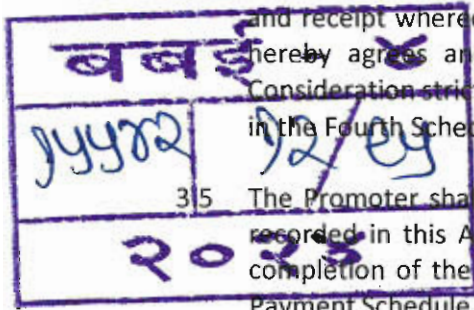
3.2. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee 2 car parking space/s being constructed in the layout for the consideration of Rs. 0/- (NIL).

3.3. The total consideration amount for the said Apartment including garages/covered parking spaces is mentioned in the Fourth Schedule (hereinafter referred to as the "**Consideration**").

3.4. The Allottee has paid, on or before execution of this Agreement, a sum as mentioned in the Fourth Schedule (not less than 10% of the Consideration) as Earnest Amount (the payment and receipt whereof of the Promoter doth hereby admit and acknowledge) , and the Allottee hereby agrees and undertakes to pay, to the Promoter, the balance amount of the Consideration strictly in the manner and as per the payment instalments mentioned as stated in the Fourth Schedule hereunder written ("**Payment Schedule**"), time being of essence.

3.5. The Promoter shall issue a demand notice (by post/courier/e-mail to the notified address recorded in this Agreement) to the Allottee intimating the Allottee about the stage-wise completion of the said Project. The payment of the corresponding instalment (as per the Payment Schedule mentioned in the Fourth Schedule) shall be made by the Allottee within 14 (fourteen) days of the Promoter issuing such demand notice for the payment of the instalment. The Allottee shall deduct Tax At Source (TDS) from the Consideration, pay the deducted tax to the concerned authority and deliver the relevant document i.e. TDS certificate/Form 16B/Challan, relating to each payment as per the provisions of the Income-tax Act, 1961, to the Promoter. It is hereby expressly agreed that, for payment of each of the aforesaid instalments of the Consideration set out herein, time shall be the essence of the contract. All payments shall be made by way of demand drafts/cheques/ RTGS/ECS/NEFT, in the name of bank account as mentioned in the Fourth Schedule.

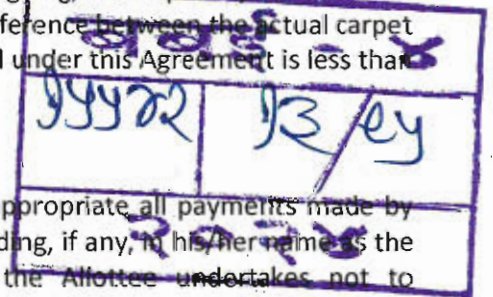
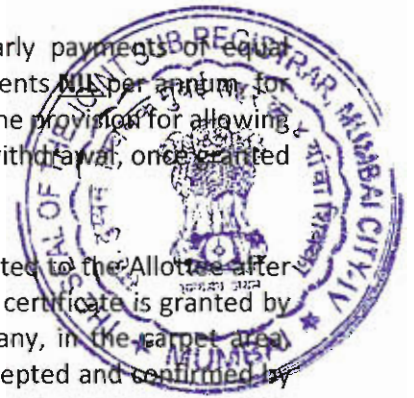
3.6. The Consideration above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, Goods & Services Tax and Cess or any other similar taxes) which may be levied, in connection with the construction of and carrying out the Crescent Bay Project, payable by the Promoter, up to the date of handing over the possession of the said Apartment. The Allottee agrees and undertakes to pay all such taxes, as may be applicable, in present and future, in respect of the said Apartment. The Allottee hereby indemnifies and shall keep indemnified, the Promoter of all claims, expenses, penalty and



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charges towards the Service Tax, VAT, GST and / or any other charges/taxes, as may be introduced by the State Government and / or the Local Bodies and the Allottee shall be solely liable to bear and pay the same, as and when called upon to do so, by the Promoter.

- 3.7 The Promoter states that as per Section 171 of the Central Goods and Services Act, the Anti-Profitsteering Rule 2017, any reduction in rate of tax on any supply of goods or services or the benefit of the input tax credit has been passed on to the recipient by way of commensurate reduction in prices. The same has already been adjusted/ credit of benefit due to GST is given in the value of agreement executed. Hence, it is mutually agreed that, the Allottee/s is not eligible for any further rebate under GST.
- 3.8 The Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government, from time to time. The Promoter undertakes that in case of any increase in development charges, costs or levies imposed by the competent authorities, etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued, in that behalf to that effect, along with the demand letter being issued to the Allottee, and which shall only be applicable on subsequent payments.
- 3.9 The Allottee/s doth hereby confirm that, from the date of entering into this Agreement, it shall be the obligation of the Allottee/s to bear and pay any additional development charges for layout conditions and fulfilment thereof and the same shall be borne and paid by the Allottee/s alongwith the other Allottee/s in the said Project/Crescent Bay Project and the Promoter shall not be responsible or liable to pay the same.
- 3.10 The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments ~~at 1% per annum~~ for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 3.11 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said Project is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area subject to a variation cap of 3% (three percent), which is hereby accepted and confirmed by the Parties. The Consideration payable for the carpet area of the said Apartment shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area beyond the abovementioned variation cap, then the Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to the Allottee, the Promoter shall demand additional amount from the Allottee, as per the next milestone of the Payment Schedule. All these monetary adjustments shall be made at the same rate per square meter, as agreed in Clause 3.1 of this Agreement. However, notwithstanding the foregoing, it is expressly clarified that no adjustment will be made in the Consideration, if the difference between the actual carpet area of the said Apartment and the carpet area mentioned under this Agreement is less than or equal to 3% (three percent).
- 3.12 The Allottee hereby authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may, in its sole discretion, deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments, in any manner. The amount/s paid by the Allottee/s to the Promoter shall be appropriated firstly towards taxes payable by him/her, then towards interest payable for all outstanding instalments towards the Consideration in respect of the said Apartment, cheque dishonour charges (if any), then any administrative expenses and lastly, towards consideration/outstanding dues in respect of the said Apartment.



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3.13 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Apartment to the Allottee, obtain from the SRA/concerned local authority, occupancy and/or completion certificates, in respect of the said Apartment/said Project.

3.14 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the said Project and handing over the said Apartment to the Allottee and the common areas to the association of the allottees, after receiving the occupancy certificate or the completion certificate or both, as the case may be.

3.15 Similarly, the Allottee shall make timely payments of the instalment, as per the Payment Schedule mentioned in the Fourth Schedule and other dues payable by him/her and meeting the other obligations under this Agreement, subject to the simultaneous completion of construction by the Promoter as provided in clause 3.4 herein above.

4. DEVELOPMENT POTENTIAL/FLOOR SPACE INDEX (FSI)

4.1. The Promoter hereby declares that the Floor Space Index (FSI) available and utilised, as on date, in respect of the said Free Sale Land by availing TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future, on modification to Development Control Regulations, applicable to the Crescent Bay Project is 1,56,327.99 square meters. The Promoter has disclosed the Floor Space Index of 156,327.99 sq. mtrs. sanctioned and utilized on the said Free Sale Land in the Crescent Bay Project and the Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the FSI and on the understanding that the declared FSI shall belong to the Promoter only.

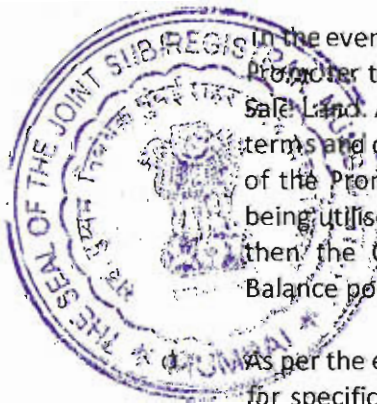
4.2 Omkar hereby represents and confirms in respect of the Development Potential and future development as under:-

4.2.1. Development Potential of the said Larger Land:-

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a. Omkar contemplates that an overall sale Development Potential of the said Larger Land to be approximately 3,70,000 square metres shall, or may, arise out of, and/or be attributable to, and/or be utilisable upon the said Larger Land. The part/portion of the sale Development Potential, presently sanctioned and utilised in the Crescent Bay Project is 156,327.99 square meters.

b. That Omkar is in the process of expanding the scope of total free sale component by reason of clubbing and/or amalgamating certain additional slum areas and will thus be entitled to additional free sale building up area ("Additional FSI") over and above the Total Free Sale Component to be utilised in the Free Sale Land.



In the event of such additional FSI being procured by Omkar, Omkar shall offer to the Promoter to club/amalgamate such Additional FSI to be utilised in situ on the Free Sale Land. Additional FSI, if any, shall be utilised on the Free Sale Land on the same terms and conditions as stated in the Development Agreement, at the sole discretion of the Promoter. And if any part/portion of the Development Potential that is not being utilised Crescent Bay Project, as mentioned herein for any reason whatsoever, then the Omkar shall utilize such balance/unutilized Development Potential in Balance portion of the said Larger Land.

As per the existing Development Plan of the Larger Land certain portions are reserved for specific public purposes including buildable and non-buildable reservations and which are subject to change, reduction, relocation, shifting, alteration as per the proposed D.P. Plan 2034 and/or due to change in building laws, regulations, policy, notification, order/approvals from concerned competent authorities and/or due to

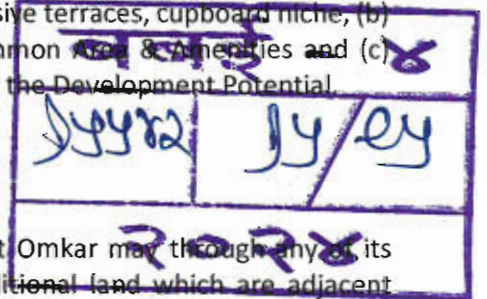
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amalgamation/ clubbing of the slum rehabilitation scheme or any other scheme with the said Larger Land due to the Omkar endeavour for better and efficient planning of the said Larger Land and for optimum utilisation of the Development Potential of the Larger Land. Accordingly, the balance development of the said Larger Land comprising Rehab component and/or free sale component and/or amenities/facilities etc., may be located anywhere within the Larger Land at the discretion and as may be deemed fit by Omkar without requiring consent of Allottee/s and/or the society/limited company/ association of Allottee/s and also the additional FSI/TDR that may be generated due to amalgamation/clubbing of such rehab schemes may be utilised by Omkar either anywhere within the Larger Land or outside.

- e. Omkar shall be entitled to construct multiple buildings having maximum permissible height which may go upto Ground plus 70 storeys on the balance portion of the said Larger Land (excluding Crescent Bay Project).
- f. For any of the above purpose, the layout of the said Larger Land may be modified/revised/amended without requiring the consent of Allottee/s and/or the society/limited Company/ association of Allottee/s, however without affecting the said Project/ Crescent Bay Project and the existing facilities, amenities, infrastructure thereof.

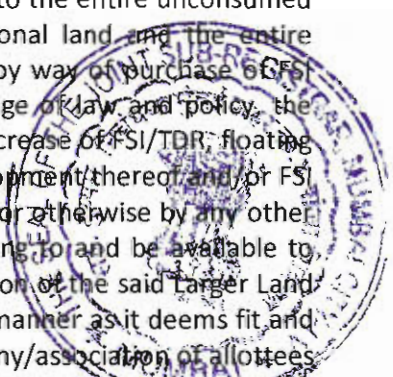
“Development Potential” shall mean:

Development Potential” means the entire current, enhanced, future and estimated/projected/envisaged, FSI/ FAR, premium/paid FSI, fungible FSI, incentive/additional/compensatory FSI, floating FSI, DR, TDR, and other development potential, benefits, potential, yield, and/or advantages, and/or as may be available on any account whatsoever, and/or any other rights and/or benefits of any nature whatsoever, and by whatever name called or may be, available, or acquired, under Regulation 33(5), 33(7), 33(9), 33(10), 33(24) or any other regulations under applicable D.C. Regulations and any other Applicable Law, or otherwise howsoever, including by way of hand over and/or transfer, to any Governmental Authority or persons, of any or all of the Reservations or any part/s of the Whole Project Land. The areas that will be available, with or without payment of any premium, to be utilised in (a) open/enclosed/dry/utility balconies and exclusive terraces, cupboard niche, (b) the Limited Common Areas & Amenities, and Common Area & Amenities and (c) vehicle parking spaces, are and will be in addition to the Development Potential.



4.2.2 Future Acquisition/ Development:-

Omkar has represented and informed the Allottee/s that Omkar may through any of its nominee/s or associate or group concern/s acquire additional land which are adjacent and/or contiguous to the said Larger Land and such acquired additional land, if any, (“additional land”) may also be clubbed/merged/amalgamated (at the option and discretion of Omkar) with the said Larger Land for the purpose of developing the said Larger Land under any applicable regulation of the D.C. Regulations for Greater Mumbai, 1991 (DCR) and applicable laws. Accordingly, Omkar shall be entitled to the entire unconsumed and residual floor space index in respect of the such additional land and the entire increased, additional, available, future and extra FSI, whether by way of purchase of FSI from any authority by payment of premium or price, the change of law and policy, the purchase of transferable development rights, availability and increase of FSI/TDR, floating FSI, fungible FSI, FSI arising due to a larger layout and the development thereof and/or FSI which is not computed towards FSI by any concerned authority or otherwise by any other means whatsoever, which shall absolutely and exclusively belong to and be available to Omkar and Omkar may propose to utilise the same on any portion of the said Larger Land excluding the Free Sale Land and/or the additional land in the manner as it deems fit and appropriate; and the Allottee and/or the society/limited company/association of allottees (defined hereinafter) shall not have or claim any rights, benefits or interest whatsoever including for entitlement, use and consumption in respect thereof. Omkar shall be entitled and be at liberty to amend and vary the sanctioned plans and to carry out such additional construction on the said Larger Land excluding the Free Sale Land and/or additional land.



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The Allottee hereby consents to the above and the consent contemplated hereunder shall for all purposes be considered as the Allottee's consent under the provisions of Section 7(1) (i) & (ii) and the other applicable provisions of the MOFA, Section 14 of the Act and the other applicable provision of the Maharashtra Regional Town Planning Act, 1966 and the DCR;

4.2.3 The rights retained by Omkar/Promoter under this Agreement in terms of exploitation of the present and future development rights with respect to the said Larger Land and such additional land shall continue to vest with Omkar as on the date of conveyance, even after the execution of the Deed of Conveyance and/or deemed conveyance and/or after the statutory vesting of the said Larger Land or part thereof in favour of the society/limited company/association of allottees (as defined hereinbelow), and the same shall be reserved therein in terms of a deed of covenant and undertaking of the society/limited company/association of allottees to Omkar, at the time of execution of title documents in favour of the society/limited company/association of allottees;

4.2.4. The Allottee is aware and informed that in the event there is any change in the layout approvals for the phase-wise development of the said Larger Land or acquisition of such additional land, the same may result in the change of the layout of the said Larger Land, and the Allottee/s has confirmed that the amendment to the layout of the said Larger Land, at any time in future, whether by way of amalgamation of such additional lands or sub division and/or in any manner whatsoever and modification/variation of the sanctioned plans including the building plans as a result thereof, shall be permissible, however the same would not affect the Crescent Bay Project ;

4.2.5. In case of any Future Development of the said Larger Land, due to amalgamation/clubbing of additional land/schemes, the layout of Crescent Bay Project will be not affected, in any manner whatsoever, and the common amenities and facilities provided in the Crescent Bay Project shall be available for the exclusive use of the allottees/residents of the Crescent Bay Project only and both the projects i.e. the Crescent Bay Project and the Future Development, shall be independent of each other, and shall not have any right, claim or interference in each other's project. The Crescent Bay Project shall have an exclusive access from the DP Road, for entry/exit in the project.

4.2.6. The FSI sanctioned at present in respect of the Larger Land is used disproportionately throughout the Larger Land (i.e. not proportionate to the land underneath). Similarly, the FSI that may be generated on account of increased FSI due to change in Development Plan/Development Control Regulations, government policy etc. and/or upon amalgamation/merging of additional land parcels/properties with the Larger Land shall also be used disproportionately throughout the Larger Land without affecting the existing Development as a separate phase.

5.1. The Occupancy Certificate in respect of the said Project i.e. T3 has been granted on 31-Jan-2022 The said Apartment is ready for handover of possession w.e.f. 31-Aug-2024 ("Possession Date"); Provided all amounts due and payable by the Allottee/s, including the amounts payable as provided in clause 3.4 hereinabove, are first duly paid.

6. DEFAULT / TERMINATION

6.1 The Allottee agrees to pay to the Promoter, interest as specified in the rules made by the Government of Maharashtra under the Act, on all the delayed payments, which become due and payable by the Allottee to the Promoter, under the terms of this Agreement, from the date the said amount is payable by the Allottee(s) to the Promoter.

6.2 Without prejudice to the right of the Promoter to charge interest in terms of clause 6.1 above, on the Allottee committing default in payment, on the due date of any amount, due and payable by the Allottee to the Promoter under this Agreement (including his/her

proportionate share of taxes levied by concerned local authority and other outgoings), and on the allottee committing 3 (three) defaults of payment of instalments, the Promoter, at his own discretion, may terminate this Agreement:

Provided that, Promoter shall give notice of 15 (fifteen) days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions, in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice, then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement.

Provided further that, upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee, subject to adjustment and/or recovery of forfeiture charges of 5% of the Consideration plus brokerage fees (if any) and all other outgoings and expenses incurred by the Promoter, and further subject to execution and registration of the Deed of Cancellation, within a period of 30 (thirty) days of the termination, the instalments of the Consideration of the said Apartment, which may till then, have been paid by the Allottee to the Promoter.

6.3 Upon termination of this Agreement as aforesaid, without prejudice to the other rights and remedies of the Promoter, the Allottee shall be bound to execute and register a Deed of Cancellation in respect of the said Apartment, within a period of 7 (seven) days from the date of written notice in this regard by the Promoter to the Allottee. In the event, the Allottee fails to execute and register such Deed of Cancellation, the Promoter shall be entitled to obtain necessary orders against the Allottee to compel him/her/it to execute and register such Deed of Cancellation.

6.4 Upon the Promoter terminating this agreement, the Allottee/s shall cease to have any right, title, interest, claim, demand, etc. of any nature whatsoever, in the said Apartment and/or the said Project/Project or any part thereof and/or against the Promoter and the Promoter shall be entitled to deal with and dispose of the said Apartment to any person/s, as it deems fit, without any further reference to the Allottee.

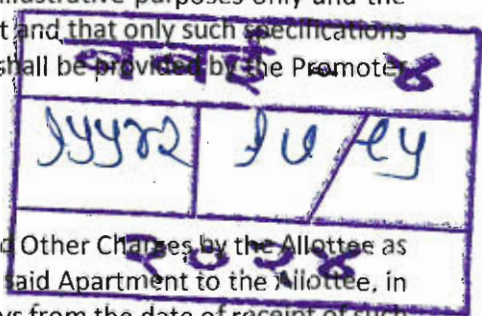
6.5 All amounts, including benefits arising from the resale of the said Apartment to a new allottee, shall be to the sole and exclusive credit of the Promoter and the Promoter shall be entitled to receive such amounts and all other advantages and benefits arising therefrom.

7. The fixtures and fittings, with regard to the flooring and sanitary fittings, and amenities like lifts with particular brand, or price range (if unbranded), to be provided by the Promoter in the said Project and the said Apartment, are as set out in **ANNEXURE "J"**, annexed hereto. It is clearly understood by the Allottee that the furniture, fixture, fittings, electrical and electronic gadgets etc. as are displayed in the sample flat, have been placed there for illustrative purposes only and the same are not included in the Consideration of the said Apartment and that only such specifications and amenities as are specified in Annexure J of this Agreement, shall be provided by the Promoter in the said Apartment/Project.

8. PROCEDURE FOR TAKING POSSESSION

8.1 The Promoter shall, upon payment of full Consideration and Other Charges by the Allottee as per this Agreement, offer in writing, the possession of the said Apartment to the Allottee, in terms of this Agreement, to be taken within 15 (fifteen) days from the date of receipt of such intimation/ notice ("Handover Date"). The Allottee agree(s) to pay the maintenance charges, as determined by the Promoter or the association of allottees, as the case may be, from the Handover Date.

8.2 The Allottee shall take possession of the said Apartment within 15 (fifteen) days of the written notice, from the Promoter to the Allottee, intimating that the said Apartment is ready for use and occupancy.



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8.3 The Promoter shall, post issuance of possession demand letter, take steps to provide access to services and public utilities such as water and MGL connection. However, the Promoter shall not be responsible for water supply and/or delays on the part of service provider/s. The Promoter shall, however, make alternate arrangements to provide uninterrupted potable water for initial 3 (three) months from the Handover Date or till such time the relevant utility provider does not supply water, whichever is earlier.

9. FAILURE OF ALLOTTEE TO TAKE POSSESSION

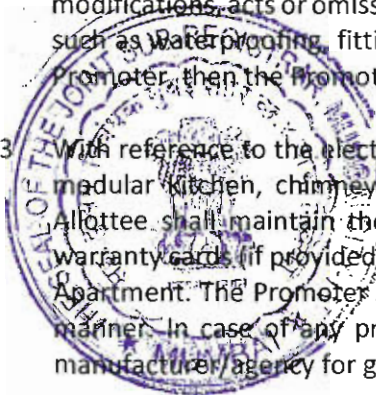
9.1 Upon receiving a written intimation from the Promoter as per clause 8.1 hereinabove, the Allottee shall take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation, as may be required, and the Promoter shall give possession of the said Apartment to the Allottee. In case the Allottee fails to take possession of the said Apartment, within the time provided hereinabove, such Allottee shall continue to be liable to pay maintenance charges and all outgoings, as applicable and determined by the Promoter or the association of allottees, from the Handover Date. Moreover, from the Handover Date the upkeep, maintenance, and internal condition of the said Apartment shall be at the cost of the Allottee/s alone. The Promoter shall not be responsible for any wear and tear to the said Apartment which may occur after the Handover Date. The Promoter shall not in any manner whatsoever be obligated to look after the upkeep, maintenance, and internal condition of the said Apartment on and from the Handover Date. It is clarified that though the Promoter is under no obligation to do so, it may, at its sole discretion, incur expenses for the upkeep and maintenance of the said Apartment even after the Handover Date. It is further clarified that, in the event the Allottee fails to take the possession of the said Apartment, from the Promoter within the Handover Date, then the Allottee shall be liable to pay to the Promoter, compensation at the rate of INR 40/- (Rupees Forty Only) per sq. ft. of the carpet area, per month, from the Handover Date, for the upkeep/cleaning/maintenance of the said Apartment. Such compensation shall be payable in addition to the Outgoings and other charges payable by the Allottee. The Allottee/s agree that the said rate of compensation is a genuine and reasonable pre-estimate of the cost/damages incurred by the Promoter in case of the Allottee's failure to take timely possession.

9.2 If, within a period of 5 (Five) years from the Handover Date, the Allottee brings to the notice of the Promoter, any structural defect/s in the said Apartment or any defects in workmanship, quality, provision of service, or the material used (normal wear and tear and misuse caused by or attributable to the Allottee/s excluded), subject to clause 17 hereunder, and provided the Allottee is not guilty and responsible for such defect, then wherever possible, such defects shall be rectified by the Promoter or its contractor at its own costs, within 30 days of receipt of such written notice from the Allottee, and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive, from the Promoter, compensation for such defect/s, in the manner as provided under the Act. The Allottee shall, without any reluctance, give access to the contractors, workers, etc., of the Promoter, to the said Apartment, as may be required for rectifying such defects. However, it is specifically agreed that, if the Allottee does any alterations and/or causes damage to the said Apartment, due to the negligent use, modifications, acts or omission by himself/herself and/or his agents, visitors, contractors, etc., such as water proofing, fittings, pipes, fixtures etc., without the prior written consent of the Promoter, then the Promoter shall not be liable for any such defect/s.

9.3 With reference to the electrical appliances and white goods (if any), such as air conditioners, modular kitchen, chimney, water purifier, water heater, etc. provided by Promoter, the Allottee shall maintain the same at his/her own cost. The Promoter shall handover the warranty cards (if provided by the manufacturer) for the electronic items provided in the said Apartment. The Promoter shall not be liable for any break downs or defects thereof, in any manner. In case of any problem/issue, the Allottee/s shall directly pursue the concerned manufacturer/agency for getting the same repaired/replaced/resolved.

9.4 The Allottee shall use the said Apartment or any part thereof or permit the same to be used, only for purpose of residence and he/she shall use the garage or parking space/s only for purpose of keeping or parking his/her vehicle/s.

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10. FORMATION OF SOCIETY/ASSOCIATION

10.1 The Allottee along with other Allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

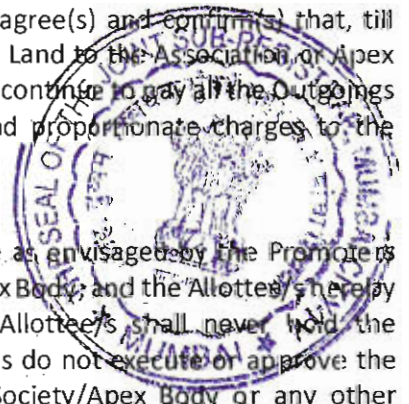
10.2 The Promoter shall, within 3 (three) months of registration of the society or association or limited company of the allottees or sale of all apartments thereto (whichever is later), , cause to be transferred to the said society or limited company, all the rights, title and the interest of the Promoter in the structure of the said Project (excluding basements and podiums), in which the said Apartment is situated. In the event, any of the apartments in the said Project are unsold, at the time of formation and registration of the society/limited company/association, then the Promoter may retain such unsold premises, as the owner thereof, without any liability to the society/company/association of the allottees. The Promoter shall be solely entitled to deal with and/or dispose of such unsold premises in such a manner as it may deem fit and proper. The society/limited company/association of the allottees shall admit, as its members, the allottee/s of such unsold premises, without any protest.

10.3 The Promoter shall be entitled to (but not obligated to) transfer/assign/sub-lease to the Association, within 3 (three) months of registration of the Federation/Apex body of the societies or limited company or within 3 (three) months from the date of issuance of the occupancy certificate of the last building which is to be constructed in the layout of the said Free Sale Land, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Promoter in the said Free Sale Land on which the Crescent Bay Project, with multiple wings or buildings, is constructed subject to the Promoter's right to dispose of the remaining Apartments, if any.

10.4 In case of land owned by government bodies including State Govt., MCGM, MHADA, MMRDA etc., the Chief Executive Officer of the Slum Rehabilitation Authority ("SRA") shall lease the Free Sale Land in accordance with the provisions of Section 15A of the Maharashtra Slum Areas (Improvement, Clearance & Redevelopment) Act, 1971 ("Slum Act") and any amendments made thereto from time to time. Accordingly, the SRA shall execute Deed of Lease in favour of the Society/Apex Body after completion of the necessary formalities as contemplated under Section 15A of the Slum Act. The Allottee/s hereby agree(s) that he/she/it has understood the provisions of this clause and hereby gives his/her/its unequivocal consent for the same. The Allottee/s hereby agree(s) and confirm(s) that, till conveyance/lease of the buildings and underlying Free Sale Land to the Association or Apex Body or Federation (as the case may be), the Allottee/s shall continue to pay all the Outgoings as imposed by MCGM and / or concerned authorities and proportionate charges to the Promoter/ Society (as the case may be) from time to time:

10.5 The Allottee/s has/have understood the aforesaid scheme as envisaged by the Promoters regarding the aforesaid transfer in favour of the Society/Apex Body; and the Allottee/s hereby agree/s and undertake/s with the Promoters that the Allottee/s shall never hold the Promoters responsible or liable if the concerned authorities do not execute or approve the lease deed for the aforesaid transfer in favour of the Society/Apex Body or any other document of transfer in respect of the building/ said Project//Free Sale Land in favour of the Society/Apex Body or Federation. Moreover, the execution of the documents for effectuating the transfer in favour of the Society/Apex Body or Federation shall be subject to such terms and conditions as may be prescribed by the SRA, the MCGM and/or any other concerned

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authorities and/or the Government and the Allottee/s hereby agree/s and undertake/s that the Allottee/s shall not challenge or raise a dispute with regard to any of such terms and conditions, which may be onerous in nature.

10.6 From the Handover Date, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Apartment) of outgoings in respect of the said Free Sale Land and the said Project namely, local taxes, property tax, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses, necessary and incidental to the management and maintenance of the said Free Sale Land and the said Project. Until the society or limited company is formed and the structure of the said Project is transferred to it, the Allottee shall regularly pay to the Promoter such proportionate share of outgoings, as may be determined. The Allottee further agrees that till the Allottee's share is so determined, the Allottee shall pay to the Promoter, provisional contribution of Rs. **386,640/- (Rupees Three Lakh Eighty Six thousand Six hundred Forty Only)** for 24 (Twenty Four) months towards the outgoings and maintenance of the common areas and facilities. Upon handover of charge of the common areas and facilities, the Allottee shall pay the monthly/quarterly maintenance charges to the Promoter/society, as applicable, at that time. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the said Project is executed in favour of the society or a limited company, as aforesaid. On such conveyance/assignment of lease being executed for the structure of the said Project, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid/handed over by the Promoter to the society or the limited company, as the case may be.

11. **OTHER CHARGES**

The Allottee shall, on or before delivery of possession of the said Apartment keep deposited with the Promoter, the amounts ("**Other Charges**") as mentioned in the Fourth Schedule, in addition to the consideration. The Adhoc Maintenance Charges shall be utilised by the Promoter towards maintenance of the common areas and amenities. The Club House Charges are the proportionate reimbursement of the amount incurred by the Promoter for development of the same and are non-refundable to the Allottees/s or any other allottees of Association/Apex Body. The Promoter shall retain an amount equivalent to 3 (three) months of maintenance charges as 'deposit' towards any shortfall/deficit in payment of the same. The amounts so paid by the Allottee, towards maintenance charges to the Promoter, shall not carry any interest and remain with the Promoter until the handover of charge in favour of the society or a limited company or Association of allottees, as aforesaid. Upon handover of charge of the common areas of the building to the society and/or Association of allottees, the Allottee shall pay the monthly / quarterly maintenance charges to the society / Association of Allottees, as applicable, at that time. Upon the handover of charge of those apartments/buildings for which occupancy certificate has been granted, the aforesaid deposits (less deduction provided for in this Agreement), shall be paid / handed over by the Promoter to the society or the limited company or Association of Allottees, as the case may be.

12. At the time of registration of conveyance or lease, of the structure of the said Project, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges, payable by the said society or limited company, on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Project. At the time of registration of conveyance or lease of the said Free Sale Land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or federation on such conveyance or lease or any document or instrument of transfer, in respect of the structures of the said Free Sale Land, to be executed in favour of the Apex Body or Federation.

13. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

The Promoter hereby represents and warrants to the Allottee as follows:

- i. The Promoter has clear and marketable title with respect to the Free Sale Land; as declared in the title report annexed to this agreement and has the requisite rights to carry out

- development upon the Free Sale land and also has actual, physical and legal possession of the Free Sale Land for the implementation of the said Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the said Project and shall obtain requisite approvals from time to time to complete the development of the said Project;
 - iii. There are no encumbrances upon the Free Sale Land or the said Project except those disclosed in the title certificate and the website of the Regulatory Authority;
 - iv. There are no litigations pending before any Court of law with respect to the Free Sale Land or said Project except those disclosed in the title certificate and the website of the Regulatory Authority;
 - v. All approvals, licenses and permits issued by the competent authorities with respect to the said Project, Free Sale Land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said Project, Free Sale Land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Project, Free Sale land, Building/wing and common areas;
 - vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
 - vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Free Sale land, including the said Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
 - viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
 - ix. At the time of execution of the conveyance/lease deed of the building/structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure, to the association of the allottees;
 - x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities;
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the Free Sale Land and/or the said Project except those disclosed in the title certificate and the website of the Regulatory Authority.

14. The Allottee/s or himself/themselves with intention to bring all persons into whose hands the said Apartment may come, hereby covenant with the Promoter as follows :-

- i. To maintain the said Apartment at the Allottee's own cost in good and tenantable repair and condition, from the date the possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the said Project in which the said Apartment is situated, which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Project in which the said Apartment is situated and the said Apartment itself or any part thereof, without the consent of the local authorities, if required.
- ii. Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Project in which the said Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the said Project in which the said Apartment is situated, including entrances of the said Project in which the said Apartment is situated and in case any damage is caused to the said Project in which the said Apartment is situated or the Apartment, on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

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- iii. To carry out, at his own cost, all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the said Project in which the said Apartment is situated or the said Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the said Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the said Project in which the said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the said Apartment, without the prior written permission of the Promoter and/or the Society or the Limited Company.
- v. Not to encroach upon external and/or internal ducts/void areas attached to the said Apartment by constructing permanent and/or temporary work by enclosing and/or using it, the duct area is strictly provided for maintenance of service utilities such as plumbing pipes, cables, etc. (For breach of any of the terms mentioned hereinabove, the Allottee/s shall be solely responsible for all the consequences arising because of the same).
- vi. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Free Sale Land and the said Project in which the said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said Free Sale Land and the said Project in which the said Apartment is situated.
- viii. Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the said Project in which the said Apartment is situated. However, Allottee has agreed that the Promoter shall not be responsible for power fluctuation, power failure, delay in / interruption of gas supply, power supply, water supply, etc., by the concerned authority and /or other utility service providers, if any.

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- ix. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Apartment by the Allottee for any purposes other than for purpose for which it is sold.

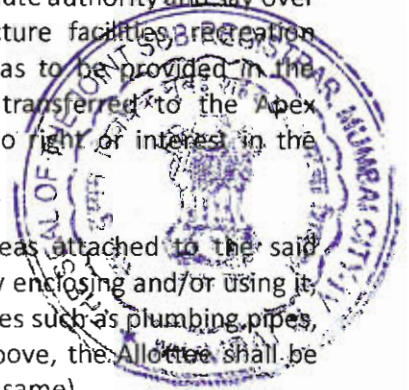
- x. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.
- xi. The Allottee shall not transfer/sell the said Apartment, till the payment of the entire Consideration and other dues and amounts, payable in respect of the said Apartment to the Promoter. In the event the Allottee intends to transfer/ sell the said Apartment after handover of possession of the said Apartment but before the formation of the Society/Limited Company/ Association of the allottees, the Allottee shall require the prior written consent of the Promoter and the Allottee shall pay, to the Promoter, assignment/facilitation charges (being pre-determined facilitation and processing charges) calculated at 3% (three per cent) of the Consideration of the said Apartment, at the on-going sale value or the resale value, whichever is higher, without demur and protest.

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- xii. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof, that may be made from time to time for protection and maintenance of the said Project and the apartments therein and for the observance and performance of the building rules, regulations and bye-laws, for the time being, of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the said Apartment in the said Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- xiii. Till a conveyance of the structure of the said Project in which said Apartment is situated, is executed in favour of society/limited company/association of allottees, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Project or any part thereof to view and examine the state and condition thereof.
- xiv. Till the conveyance/ lease of the said Free Sale Land, on which the said Project in which said Apartment is situated, is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their successors, surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Free Sale Land or any part thereof to view and examine the state and condition thereof.
- xv. The Allottee has confirmed and assured the Promoter prior to entering into this Agreement, that he/she/it/they has/have obtained legal advice and read and understood the RERA as well as MOFA (to the extent applicable) and its implications thereof in relation to the various provisions of this Agreement. The Allottee is entering into this Agreement for the allotment of the said Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the transaction, the said Larger Land, the Crescent Bay Project and the said Project. The Allottee hereby undertake that he/she/it/they shall comply with and carry out, all the requirements, requisitions, demands and repairs which are required by any Development Authority/ Municipal Corporation /SRA/Government or any other competent authority in respect of the said Apartment at his/her/its/their own cost and keep the Promoter indemnified, secured and harmless against all costs, consequence and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs;
- xvi. The Allottee are aware that various utilities such as water, electricity, etc. may still be in the process of being installed by the relevant utility service providers when possession is offered to the Allottee. The common areas and amenities in the Crescent Bay Project shall be completed in a phased manner and shall be handed over and ready for use, as and when the same are completed. The common amenities may be completed after possession is offered. Non-completion of the amenities shall not be a ground for refusing to take possession. The Allottee confirms that he will not have any objection to the same.
- xvii. The Allottee shall not interfere or obstruct in any manner in any work of present/Future Development and the Promoter alone shall have full control, absolute authority and say over the unallotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities, amenities and/or any other common facilities or areas to be provided in the Crescent Bay Project or any part thereof, till the same is transferred to the Apex Body/Federation of the societies and the Allottee shall have no right or interest in the enjoyment and control of the Promoter in this regard.
- xviii. Not to encroach upon external and/or internal ducts/void areas attached to the said Apartment by constructing permanent and/or temporary work by enclosing and/or using it, the duct area is strictly provided for maintenance of service utilities such as plumbing pipes, cables, etc. (for breach of any of the terms mentioned hereinabove, the Allottee shall be solely responsible for all the consequences arising because of the same).
- xix. Not cause any hardship, annoyance or nuisance to any other allottees/occupants of the building.

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- xx. The Allottee shall make payment towards formation and registration of the Apex Body/Federation and for meeting all legal costs, charges and expenses including professional costs of the Advocates of the Promoter in connection with preparation of the conveyance/lease deed etc., it being agreed that the Promoter shall not be required to give details of these expenses;
- xxi. Not to change the external colour scheme or the pattern of the colour of the building;
- xxii. Not to fix any grill to the said Apartment, building or windows except in accordance with the design approved by the Promoter;
- xxiii. The Allottee/s shall not make any changes to the said Apartment which may result in the area of the said Apartment increasing or decreasing in any manner whatsoever and the Allottee/s covenant/s that the area of the said Apartment shall remain the same as it was at the time of handing over possession of the said Apartment;
- xxiv. The Allottee/s shall, at no time, demand partition of his/her/its/their interest in the said Apartment and/or the Crescent Bay Project and /or the said Larger Land and/or said Free Sale Land, and shall not ask for any independent rights, access therein. It is being hereby agreed and declared by the Allottee that his/her/its/their interest is inseparable/indivisible;
- xxv. Not to relocate the original location of main door and shall not cover or fill ducts and also not to change the location of toilet, kitchen, any plumbing lines in the said Apartment and air-conditioning units at any point of time;
- xxvi. Not to shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the said Apartment or the building or any part thereof in any manner whatsoever;
- xxvii. Not to carry out any unauthorized changes/addition in the said Apartment and cover/fill up/raise the level of the area of the flowerbed/s, balconies, deck, if any, with debris, blocks, tiles or any such material and shall not enclose the flowerbed/s, balconies and/or deck area within any room in the said Apartment and shall not conceal the pipes passing through the portion of the flowerbed/s, balconies and/or deck and shall not do any such filling which could lead to excess load on the slab of the flowerbed/s or balconies or deck portion which is adjoining any room of the said Apartment or otherwise whatsoever;

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xxviii. Not to use the said Apartment as a guest house or let out for the purpose of guest house or setup office or the likes or any other purpose other than for residence;

xxix. Not to display at any place in the Crescent Bay Project and/or the said Project any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards nor stick or affix pamphlets, posters or any paper on the walls of the buildings and /or common areas and facilities or in any other place in the Crescent Bay Project or on the window, doors and corridors of building, provided however that the name/sign plate/board of the Allottee/s may be permitted to be displayed on or near the main entrance of the said Apartment;

xxx. To park all vehicles including visitors' vehicles in the allotted/ designated parking spaces/lots only as may be prescribed by the Promoter and not at any other place. The Allottee shall use the car parking space (allotted parking lots) only for purpose of parking cars. The Allottee/s agrees that there shall be no unauthorized usage of the allotted car parking space/garage;

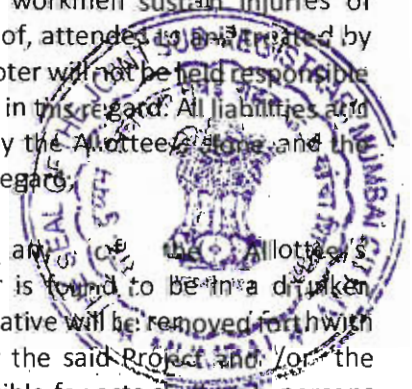
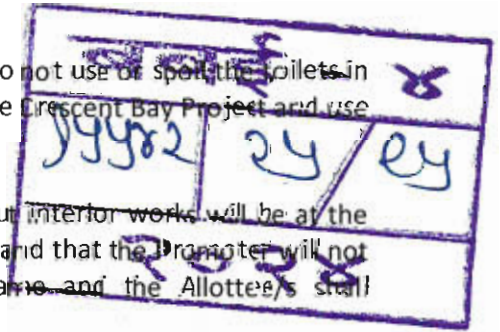
xxxi. Not to obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the said Apartment or in or on the common stairways, corridors and passageways in the building and /or the said Project and/or any part of the Free Sale Land;

xxxii. Not to construct a loft and/or mezzanine floor in the said Apartment irrespective of any approval, sanction or even if permissible under any statute and not to do any such act, deed

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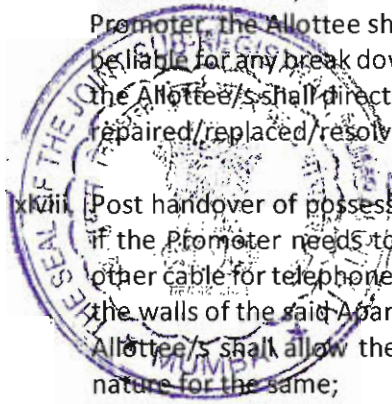
or thing that shall tantamount to consumption/violation of Floor Space Index (FSI) of the said Apartment or any part thereof;

- xxxiii. Not to do any such act, deed or thing that shall amount to consumption of additional FSI or violation of applicable Development Control Rules and Regulations;
- xxxiv. To use the passenger lifts in the said Project or any part thereof for the period and in accordance with the rules and regulations framed in that regard, from time to time. The Allottee/s shall not cause any damage to the lifts, staircases, common passages or any common facilities or any other parts of the said Project or any part thereof including the said Apartment;
- xxxv. The Promoter shall be entitled to inspect all interior works carried out by the Allottee in the said Apartment. In the event the Promoter finds that the nature of interior work being executed by the Allottee/s is/are harmful to the said Apartment or to the structure, facade and/or elevation of the said Project or any part of the building then, the Promoter can direct the Allottee/s to stop such interior work with immediate effect and the Allottee/s shall comply to the same, without any dispute or demur;
- xxxvi. The Allottee shall ensure that the debris of the interior works are dumped in an area earmarked for the same and shall be cleared by the Allottee/s, on a daily basis, at no cost to the Promoter and no nuisance or annoyance to the other allottee/s or occupiers of the said Project and /or the Crescent Bay Project. All costs and consequences in this regard will be to the account of the Allottee/s;
- xxxvii. The Allottee/s shall ensure that the execution of interior works in the said Apartment is carried on only between 9 a.m. to 2 p.m. and 4 p.m. to 7 p.m. on all days of the week except Sundays & Public Holidays;
- xxxviii. The Allottee/s will further ensure that the contractors and workers (whether engaged by the Allottee/s) during execution of the interior work do not dump any material (waste or otherwise) of whatsoever nature either in the toilet, waste water line or soil line or in any other place, other than those earmarked for the same. Any damage caused to the structure / wall /ceiling /flooring due to which there are any complaints of any leakages/seepage in the adjoining or flat below/above the said Apartment, then the Allottee/s shall at his/her/its/their sole costs and expenses rectify the same;
- xxxix. The Allottee shall ensure that the contractors and workers, do not use or spoil the toilets in the said Apartment or the said Project or anywhere else in the Crescent Bay Project and use only the toilets earmarked by the Promoter for this purpose;
- xl. All materials brought into the said Apartment for carrying out interior works will be at the sole cost, safety, security and consequence of the Allottee/s and that the Promoter will not be held responsible for any loss/theft/damage to the same and the Allottee/s shall indemnify/keep indemnified the Promoter in this regard;
- xli. If during the course of carrying out interior works, any workmen sustain injuries of whatsoever nature, the same will be insured and taken care of, attended to and treated by the Allottee/s, at the Allottee/s's own cost, and that the Promoter will not be held responsible for the same and the Allottee/s shall indemnify the Promoter in this regard. All liabilities and damages arising out of such injury will be borne and paid by the Allottee/s alone and the Allottee/s duly indemnify/indemnifies the Promoters in this regard;
- xlii. During the execution of interior works, if any of the Allottee/s contractor/workmen/agents/representatives misbehaves or is found to be in a drunken state, then the said contractor / workmen/ agents / representative will be removed forthwith and will not be allowed to re-enter the said Apartment or the said Project and /or the Crescent Bay Project. Further, the Allottee/s shall be responsible for acts of all such persons and the Allottee/s shall indemnify/keep indemnified the Promoter in this regard;



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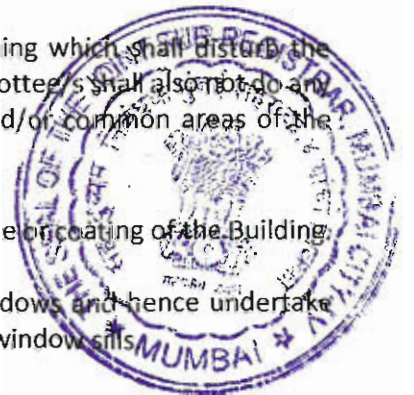
- xliii. The Allottee/s shall ensure that common passages/ common areas are not obstructed or damaged during works or thereafter;
- xliv. If, after the date on which the Allottee has taken possession of the said Apartment, damage, of whatsoever nature (not due to defect in construction envisaged hereinabove), is caused to the said Apartment and/or other units/areas in building or any part of the Crescent Bay Project, neither the Promoter nor their contractor(s) will be held responsible for the cost of reinstating or repairing the same and that Allottee/s alone will be responsible for the same and the Allottee/s shall duly indemnify the Promoter in this regard;
- xlv. The amenities/furniture and fixtures displayed in the sample apartment are only for display and the Promoters are not required to provide the same to the Allottee/s;
- xlvi. The Allottee/s shall not be entitled to enclose the verandah, balcony or common passage or make any alterations or changes in the elevation of outside colour scheme of the said Apartment and/or the outside glass panels;
- xlvii. With reference to the electrical appliances and white goods (if any), such as air conditioners, modular kitchen, chimney, water purifier, water heater, etc. provided (if any) by the Promoter, the Allottee shall maintain the same at his/her own cost. The Promoters shall not be liable for any break downs or defects thereof, in any manner. In case of any problem/issue, the Allottee/s shall directly pursue the concerned manufacturer/agency for getting the same repaired/replaced/resolved;
- xlviii. Post handover of possession of the said Apartment by the Allottee, the Allottee agrees that if the Promoter needs to lay any air conditioner, ducting line, electricity cable and/or any other cable for telephone, television, CCTV cameras, dish antennas or any other services from the walls of the said Apartment to any other premises in the building, then in that event, the Allottee/s shall allow the Promoter to do so, without raising any objection of whatsoever nature for the same;
- xlix. The Allottee shall not enclose the car parking space/s, if any, allotted to them, in any manner whatsoever;
- i. In the event of any Tax liability, levies and any other imposts/impositions that may be levied by the Central / State Government or any local or statutory authorities or bodies in relation to the Agreement for Sale and/or the consideration payable under the said Agreement and/or in respect of the said Apartment, then in such an event, the Allottee/s shall, within 7 (seven) days of receipt of a written demand, made to you by the Promoters, pay and/or reimburse such amount of tax/imposts/impositions (as the case may be) to the Promoters, without any delay or demur and the Allottee/s shall indemnify and keep fully indemnified the Promoters in respect of the non-payment or delayed payments thereof;
- ii. The Allottee is aware that subject to the approvals from the concerned authorities, the Promoter shall have right to increase the floors/residential levels of the buildings, for which the Promoters have the right to register with RERA, the apartments above the existing residential levels of the building/s, either as a separate real estate project or as part of the said Project, and the possession/completion of such separate real estate project may be at a different date. The Allottee gives the explicit consent to the Promoters for the development / construction of such additional floors/residential levels, either as a separate/independent real estate project/ new phase or as part of the said Project, with the separate timelines to complete the same in terms provisions of RERA and RERA Rules, and the Allottee/s agree, confirm and undertake that the Allottee/s shall not raise any objection in this regard, at any time.
- iii. The Allottee/s shall enter upon, occupy, possess and enjoy the said Apartment as per the terms of the Agreement for Sale. The Allottee/s agree, confirm and undertake to comply with the following terms, during the period of any work of making furniture and/or work of interior refurbishing etc., carried out in the said Apartment: -



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- a) Any internal work in the said Apartment including making of furniture and fixtures and/or interior decorations shall be at the Allottee/s own costs, charges and expenses and strictly in accordance with the terms and conditions of this Agreement for Sale and subject to the compliance of all statutory rules and regulations. Allottee/s shall, at his/its/their own cost and expenses, make good the damage, if any, caused to the Building, common areas, passage and staircase, etc. during the course of furnishing the said Apartment.
- b) Allottee/s shall, under no circumstances, carry out any work related to interior / furniture in the common areas such as lift landing, staircase, parking spaces, any open spaces and / or refuge areas etc.
- c) Allottee/s shall not, in any manner whatsoever, make any structural changes which may affect the R.C.C. frame structure of the building.
- d) Allottee/s shall under no circumstances cover / enclose the service duct areas and further, Allottees shall not convert the same into storeroom or servants' room, etc.
- e) Allottee/s shall not do any act, deed, matter or thing which shall disturb the internal and/or external elevation of the building. Allottee/s shall also not do any act which will change/alter the external façade and/or common areas of the building.
- f) Allottee/s shall not change the outside colour scheme or coating of the Building.
- g) Allottee/s shall not install any grills outside the windows and hence undertake not to install or affix any grills outside the windows/window sills.
- h) Allottee/s shall not keep any plants in pots or any other objects on the outer side of the windows or on the parapets/chajjas and shall not do anything which may cause discoloration or disfiguration or any damage to the Building.
- i) Allottee/s shall not cover any chajjas/terraces/balconies or construct any structure or poles or pergolas or trellis on the chajjas/terraces/balconies.
- j) Allottee/s shall not fix external unit of split A.C. outside the elevation. Any such external unit of split A.C. shall be located only on the inner side of the duct space specifically provided for split A.C.
- k) The Allottee/s alone shall be liable and responsible for any damage that may be caused to the said Apartment or to the adjoining flat/s or on the upper or lower floors or to the Building, due to any act or omission on the part of the Allottee/s in carrying out such changes and you will indemnify and keep the Promoters indemnified of, from and against all costs, charges and expenses and consequences arising due to such act or omission.
- l) Allottee/s will use only the service elevator for carrying all furniture and goods.
- m) Allottee/s will inform the Promoters, in writing, the names and number of workmen who will be authorized to enter the said Apartment, in case of any work to be carried out or undertaken.
- n) Allottee/s will be responsible for any theft/damage of material which are being brought to the Building / said Apartment, by the Allottee/s or their contractor, agent, workers, etc. In case of any accident, of any nature, caused either to the Allottee/s workmen/agents or any other person, the Promoter shall not be responsible for the same.
- o) Allottee's workers/labourers/agents shall be checked by the security staff while going in and coming out of the Building. Allottee/s' workmen and agents shall not

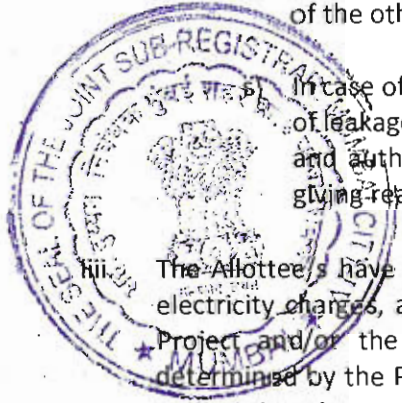


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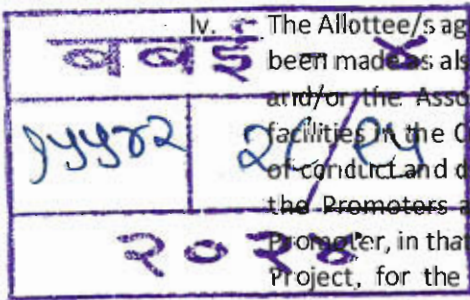
do or permit to be carried out any work of interior decoration, renovation, furniture making or any other allied work between 7.00 P.M. till 9.00 A.M. in the said Apartment and nuisance shall not be caused, at any time, to occupants of the other flats/premises in the Building. The Allottee/s workmen shall leave the Building at 07.00 P.M. every day.

- p) Allottee/s and their workmen and agents shall not do or permit to be carried out any work of interior decoration, renovation, furniture making or any other allied work, which would create any nuisance, disturbance on all days between 02.00 P.M. till 04.00 P.M. and the entire day on Sundays & Public Holidays and nuisance shall not be caused at any time to the occupants of other flats and other premises in the Building.
- q) Allottee/s are required to make suitable arrangements for removal of debris. In case the debris is not removed, we shall do the same and debit Rs. 5,000/- (Rupees Five Thousand only) for each truck trip for removal of debris, to the Allottee/s' account.
- r) Allottee/s will not raise any objection to the terms and conditions contained in diverse agreements made or to be made between the Promoters and purchasers of the other flats and premises comprised in the said Project.



In case of any complaints are received from occupants of the Building, in respect of leakage, nuisance, etc. from the said Apartment, the Promoter's staff, security and authorized personnel will have the right to visit the said Apartment, after giving reasonable notice to the Allottee/s

- iii. The Allottee/s have agreed to pay proportionate share in the taxes, (if any), water taxes, electricity charges, all expenses for maintenance of the said Apartment and / or the said Project and/or the Crescent Bay Project, and all outgoings, whatsoever, as may be determined by the Promoters, until the Apex Body/Federation/Association/any other legal entity takes charge and control of management of the Crescent Bay Project. The account of such amounts and corpus funds shall be rendered to the Association or Apex Body as the case may be;
- liv. The Allottee/s are aware that all electricity bills, from the Handover Date, shall be paid by the Allottee/s and the Allottee/s will not hold the Promoter responsible for any consequences arising of non-payment thereof;

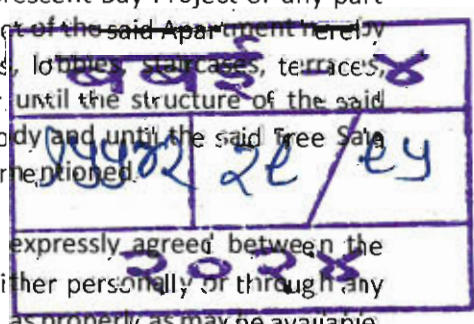
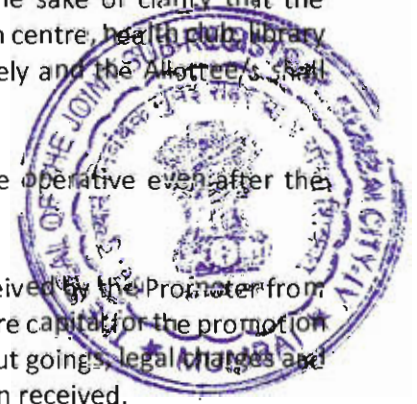


- iv. The Allottee/s agree and undertake to follow and abide by the rules and regulations that have been made as also those which shall be made hereafter, from time to time, by the Promoters and/or the Association /Apex Body in charge of maintaining and/or providing common facilities in the Crescent Bay Project/said Project. The Allottee/s shall maintain proper code of conduct and discipline in the Crescent Bay Project and give every possible co-operation to the Promoters and/or any other person or body that may have been appointed by the Promoter, in that behalf, in maintaining cleanliness and good atmosphere in the Crescent Bay Project, for the better enjoyment of the common facilities by all the occupants of the Crescent Bay Project.

- vi. The Allottee/s hereby declare, confirm and covenant that, in the event the Allottee/s transfer/sell the said Apartment and/or their right, title and/or interest in respect thereof, in favour of any person, to the extent and as permitted hereunder, they shall obtain an undertaking to the similar effect from any all such purchasers/transferees and in the event of their failing to do so, the Promoters or the Association shall be entitled to refuse the transfer of the said Flat, in favour of such prospective purchasers/transferees;
- lvii. Further, the Allottee/s undertake that, if they give the said Apartment on lease/leave and license, they shall inform the Promoters in writing and also obtain the necessary police verification of the licensee/lessee and submit a copy of the same to the Promoter/Association;

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- lviii. As regards the formation of the Association/Apex Body, the same shall be formed upon receipt of all dues from all the Allottee/s in the Project;
 - lix. The Promoters shall have a first lien and charge in respect of the said Apartment till such time that the Allottee/s has/have made full and complete payment of all monies payable under this Agreement. In case the Allottee/s obtain loan in respect to the said Apartment from the bank and/or any financial institution, the bank and/or financial institution shall have a pari passu charge towards the amount released by the bank and / or financial institution and /or towards the balance payable by the Allottee/s towards the loan.
 - lx. Notwithstanding what is contained herein to the contrary, it is expressly agreed between the Parties that the Promoter shall be entitled to utilize and enjoy, either personally or through any nominee/s, all area/s or unsold premises forming part of the building and/or the said Project and/or the Crescent Bay Project, as properly as may be available, from time to time, including areas reserved for public utility including recreation, etc., by utilizing the same as the Promoter may deem fit and the Promoter shall be entitled to interalia construct recreation centre, health club, club house, etc., and carry on such other activity or activities, as the Promoter may desire, on professional and/or commercial basis and the ownership of such construction and structures including right to own, manage, run and conduct such area/s or structure/s or with right to transfer or assign benefit thereof and to recover and appropriate consideration received there from including from the day to day business thereof, shall be that of the Promoter alone exclusively and the Allottee/s shall have no right thereto, either in his/her individual capacity or through the association of the apartment owners. The Allottee/s doth hereby declare and confirm for the sake of clarity that the ownership of all such area/s and construction by way of recreation centre, health club, library or club house, etc., shall belong to the Promoter alone exclusively and the Allottee/s shall have no right to the same, in any manner whatsoever.
 - lxi. These covenants shall be binding on the Allottee/s and shall be operative even after the formation of the Association/Apex Body.
15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee, as advance or deposit, sums received on account of the share capital for the promotion of the co-operative society or association or company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the apartments or of the said Project and Crescent Bay Project or any part thereof. The Allottee shall have no claim, save and except in respect of the said Apartment hereby agreed to be sold to him, and all open spaces, parking spaces, lotting, staircases, terraces, recreation spaces, etc. will remain the property of the Promoter until the structure of the said Project is transferred to the Society/Limited Company or other body and until the said Free Sale Land is transferred to the Apex Body / Federation as hereinbefore mentioned.
17. Notwithstanding what is contained herein to the contrary, it is expressly agreed between the parties that the Promoter shall be entitled to utilize and enjoy, either personally or through any nominee/s, all area or areas forming part of the said Free Sale Land, as properly as may be available, from time to time, including areas reserved for public utility including recreation, etc., by utilizing the same as the Promoter may deem fit and the Promoter will be entitled interalia to construct recreation centre, health club, club house, etc., and carry on such other activity or activities, as the Promoter may desire, on professional and/or commercial basis and the ownership of such construction and structures including right to own, manage, run and conduct such area/s or structure/s or with right to transfer or assign benefit thereof and to recover and appropriate consideration received there from including from the day to day business thereof, shall be that of the Promoter alone exclusively and the Allottee/s shall have no right thereto, either in his/her individual capacity or through the organisation of the apartment allottee/s. The Allottee/s doth hereby declare and confirm for the sake of clarity that the ownership of all such area/s and construction by way of recreation centre, health club, library or club house, etc., shall belong to the Promoter alone exclusively and the Allottee/s shall have no right to the same, in any manner whatsoever.



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18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the execution of this Agreement, the Promoter shall not mortgage or create a charge on the said Apartment, and if any such mortgage or charge is made or created, then notwithstanding anything contained, in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such apartment.

19. BINDING EFFECT

If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration, as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, the application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee, without any interest or compensation whatsoever, after deducting therefrom amounts/charges as mentioned in this Agreement.

20. ENTIRE AGREEMENT

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

21. RIGHT TO AMEND

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

22. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES:

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

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

24. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in the Crescent Bay Project, the same shall be in proportion to the carpet area of the said Apartment to the total carpet area of all the apartments in the Crescent Bay Project.

25. FURTHER ASSURANCES

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

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26. PLACE OF EXECUTION

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

27. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

28. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

ALLOTTEE:

Dr. Sameer Pagad and Dr. Harsha Pagad

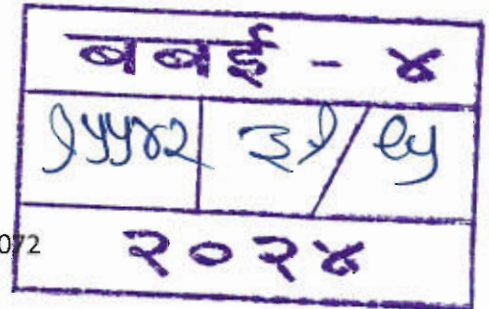
Allottee's Address: 202, Bldg - 3 , Wimbeldon Park Pokhran Road -1, Opp. JK School, Thane West – 400606, Maharashtra, India

Notified Email ID: spagad@yahoo.com

PROMOTER:

L&T Parel Project Pvt. Ltd. (Registered Office)
L & T House, N.M. Marg, Ballard Estate, Mumbai 400001

L&T REALTY (CRM Office)
A. M. Naik Tower, L&T Campus, Gate No. 3,
Jogeshwari – Vikhroli Link Road (JVLR), Powai, Mumbai – 400 072
Notified Email ID: feedback@larsentoubro.com



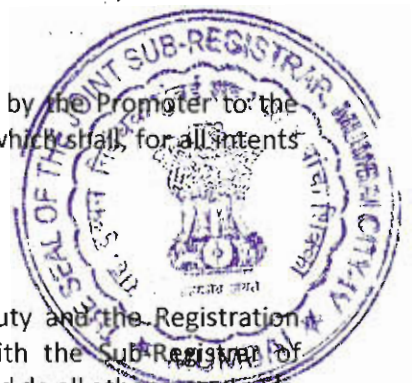
It shall be the duty of the Allottee and the Promoter to inform each other of any change in address, subsequent to the execution of this Agreement in the above address, by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by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

29. JOINT ALLOTTEES

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

30. STAMP DUTY AND REGISTRATION

The Allottee shall, bear all, costs and expenses towards the Stamp Duty and the Registration Charges and admit execution of this Agreement, for registration, with the Sub-Registrar of Assurances and shall execute all other necessary deeds and documents, and do all other acts, deeds, matters and things as may be and if required, to perfect the sale and transfer of the said Apartment, in the manner contemplated under this Agreement.



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31. DISPUTE RESOLUTION

Any dispute between the Parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

32. GOVERNING LAW

That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts in Mumbai will have the jurisdiction for this Agreement.

33. For the purpose of this transaction, the details of the PAN of the Promoter and the Allottee/s are as follows:

- (i) Promoter's PAN - **AAECL8967C**
- (ii) Allottee's PAN - **BJFPS2522G and COJPP8802G**

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

THE FIRST SCHEDULE HEREINABOVE REFERRED TO :

(Description of the said Larger Land)

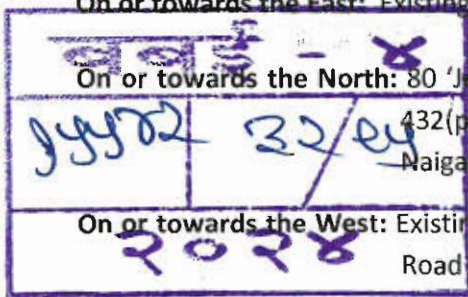
Plot bearing C.S Nos. 426, 427(pt), 431, 1/ 431, 432 (pt), 1/437, 437 (pt), 440 (pt), 645, 646(pt), 648(pt), 649(pt), 650(pt) , 651 (pt), 654, 655 (pt), 657 (pt), 658 (pt), 659 (pt), 854, 869, 870, 871 of Parel Sewree Division and C.S. Nos. 155 (pt), 174 (pt), 176 (pt), 1/177 (pt), 185 (pt), 1038, 1039 of Dadar Naigaon Division F South Ward of Municipal Corporation of Greater Mumbai admeasuring 107988.64 sq. mtrs in the Registration District and Sub-District of Bombay City and Bombay Suburban bounded as follows:

On or towards the East: Existing cemetery & C.S. Nos.440, 647, 648

On or towards the North: 80 Jerbai Wadia road, Existing Sanatorium, Existing T.B. hospital & C.S. No. 432(pt.) of Parel Sewree division and C.S.Nos. 174(pt.), 1039(pt.) of Dadar Naigaon division.

On or towards the West: Existing Best Housing, existing Ambekar Nagar Colony, existing G.D. Ambekar Road & C.S. Nos. 430, 659, 660, 663, 795, 849.

On or towards the South: Proposed 18.30 mtrs. wide DP Road, existing 6 mtrs. wide road, existing Golanji Hill Road & C.S. Nos. 425, 433, 1/432(pt.), 436, 438, 838.



THE SECOND SCHEDULE HEREINABOVE REFERRED TO :

(Description of the said Free Sale Land)

Plot bearing C.S Nos. 1/437, 437 (pt), 440 (pt), 645(pt), 646(pt), 651(pt), 654,854, of Parel Sewree Division, F South Ward of Municipal Corporation of Greater Mumbai admeasuring 28044.59 sq. mtrs. in the Registration District and Sub-District of Bombay City and Bombay Suburban bounded as follows:

On or towards the East: Proposed 13.40 mtrs. wide DP road, existing cemetery & C.S. Nos. 440, 645, 646, 647, 648 of Parel Sewree division



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On or towards the North: Existing Dimple & Lucky Star CHS of Latif Compound, 80' Jerbai Wadia Road & C.S. No. 432(pt.) of Parel Sewree division

On or towards the West: Proposed 12.20 mtrs. wide DP Road & C.S. Nos.430, 659, 660, 663, 795, 849 of Parel Sewree division

On or towards the South: C.S. Nos. 437 & 440 of Parel Sewree division

THE THIRD SCHEDULE HEREINABOVE REFERRED TO:

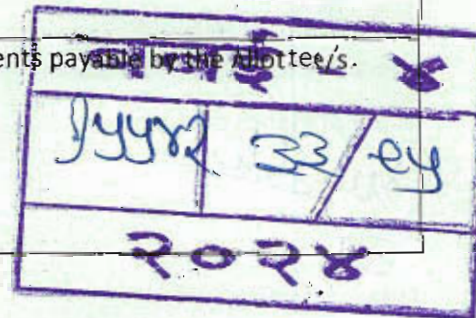
(Description of the said Apartment)

Apartment bearing No **1803** admeasuring **94.980** sq. mtrs. carpet area i.e. approximately **1022.360** square feet, alongwith Ancillary areas admeasuring **10.340** sq. mtrs. (**111.300** Sq. ft.), on the **18th** floor in Tower **T3** of the Project known as "CRESCENT BAY", alongwith **2** car parking space/s.

THE FOURTH SCHEDULE HEREINABOVE REFERRED TO:

(Details of Earnest Money, Bank details, etc.)

<u>1</u>	Consideration	Rs. 4,55,41,180/- (Rupees Four Crore Fifty Five Lakh Forty One thousand One hundred Eighty Only) excluding GST & other applicable tax
<u>2</u>	Earnest Money	Rs. 45,19,577/- (Rupees Forty Five Lakh Nineteen thousand Five hundred Seventy Seven Only), being 9.9 % of the Consideration (excluding GST & other applicable tax)
<u>3</u>	The Bank Account details of the Promoter for the purpose of making payment by the Allottee/s	2012184457
<u>4</u>	Rebate for early payments at the sole discretion of the Promoter	NIL % of equal Installments payable by the Allottee/s.



PAYMENT SCHEDULE

Particulars	Amount in (Rs)
Earnest Money	1,100,000.00
On Possession	3,454,118.00
Total	45,541,180.00



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OTHER CHARGES

The Allottee/s shall pay the following amount to the Promoters (as per clause 11 of this Agreement) upon receipt of Occupancy Certificate in respect of the said Apartment :

Description	Amount (Rs.)
Club House Charges	600,000
Corpus Fund	100,000
Adhoc Maintenance Charges towards proportionate share of taxes, other charges and outgoings	386,640
Charges towards Water, Electricity, Drainage, Sewerage Connection etc.	100,000
Charges towards Mahanagar Gas Connection	21,500
Share money, application, entrance fee of the Society	600
Legal Charges	25,000
Society Formation Charges	25,000
Total	1,258,740

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SIGNED AND DELIVERED

By the within named **PROMOTER,**
L&T Parel Project Pvt. Ltd.
by its authorised signatory

MR. J HARSH KUMAR

Authorised under Board resolution
dated 01st February 2022
passed by its Board of Directors

In the presence of.....

[Signature]
[Signature]

SIGNED AND DELIVERED

By the within named

Omkar Realtors & Developers Pvt. Ltd.)

by its authorised signatory)

MOHAMMAD SAHAIB ILAZI)

authorised under Board Resolution)

dated 01st April, 2024

passed by its Board of Directors

In the presence of

[Signature]
[Signature]



SIGNED AND DELIVERED

By the withinnamed

M/s. Omkar Realtors & Developers

by its authorised signatory

MOHAMMAD SHAHID RAZI

authorised under Board Resolutions

dated 01st April, 2024

of its Partners (1)Task Realtors Pvt. Ltd

and (2) Velocity Realtors Pvt. Ltd.

In the presence of

Handwritten signature
Handwritten initials



Handwritten signature: Md. Shahid Razi



SIGNED AND DELIVERED

by the withinnamed

Darshan Realtors Pvt. Ltd.

by its authorised signatory

MOHAMMAD SHAHID RAZI

authorised under Board Resolution

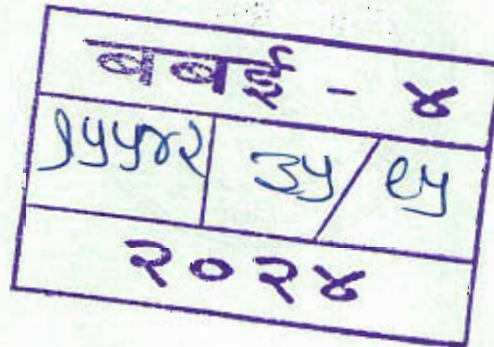
dated 01st April, 2024

passed by its Board of Directors

In the presence of



Handwritten signature: Md. Shahid Razi



SIGNED AND DELIVERED

By the within named,

M/s. Om Shanti Realtors

by its authorised signatory

MOHAMMAD SHAHID RAZI

authorised under Board Resolution

dated 01st April, 2024

passed by its Board of Directors

In the presence of

Handwritten signature
Handwritten initials



Handwritten signature: Md. Shahid Razi

SIGNED AND DELIVERED BY THE

within named ALLOTTEE/S

Dr. Sameer Pagad

Dr. Harsha Pagad

In the presence of

1) Laaxman Waghule
Arashle

2) 



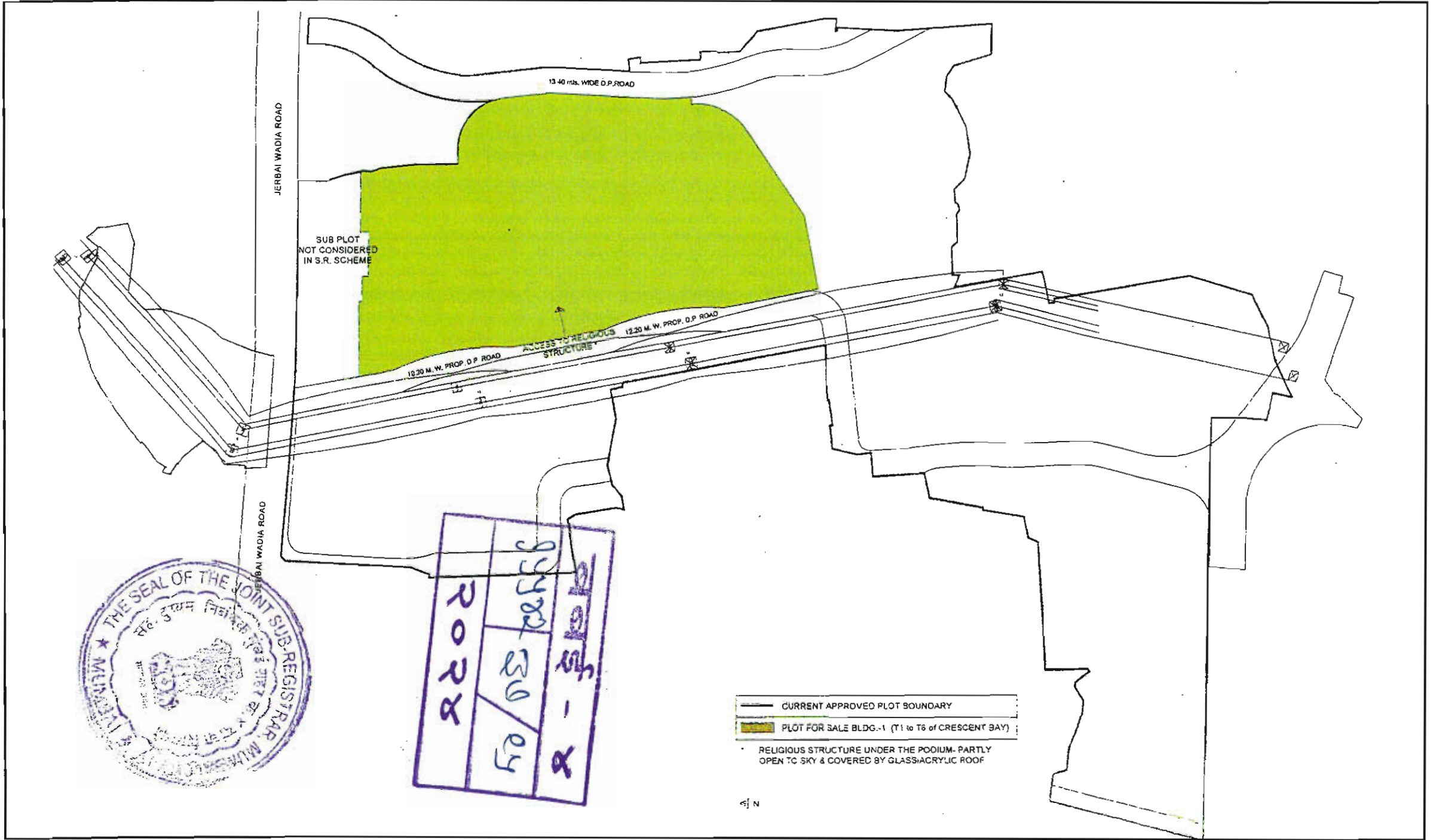
Sameer Pagad



Harsha Pagad

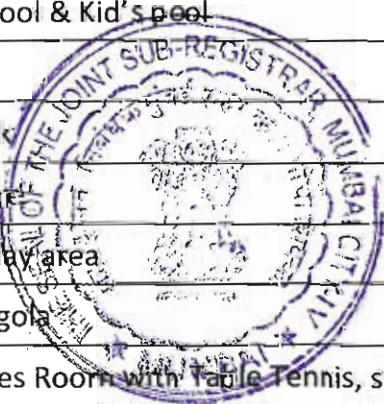


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ANNEXURE - B
(List of Amenities for Towers T1-T5)

Specifications & Facilities of Common Area
Elevators of reputed brand- OTIS/FUJITEC/TOSHIBA/MITSUBISHI/HITACHI/ SCHINDLER/THYSSENKRUPP Or Equivalent
Separate service cum stretcher lift - OTIS/FUJITEC/TOSHIBA/MITSUBISHI/HITACHI/ SCHINDLER/THYSSENKRUPP Or Equivalent
Firefighting system with Hydrant & Sprinklers
CCTV surveillance at tower entrance/exit and Lift
Power backup for lift and emergency lighting in Normal Operating Condition; Fire Lift and fire emergency load in fire critical mode
Vitrified flooring in Typical Lift Lobby Area - NITCO/ KAJARIA/ JOHNSON/ EURO Or Equivalent
Air conditioned Main Entrance Lobby
Marble in Entrance Lobby /Reception at drop off level
CLUB HOUSE AMENITIES
Squash Court
Badminton Court
Lounge Area
Tennis court
Viewing Gallery
Changing Rooms
Toilets
AMENITIES (OUTDOOR)
Swimming Pool & Kid's pool
Skating Rink
Jogging track
Amphitheatre
Children's play area
Gazebo/Pergola
Indoor Games Room with Table Tennis, snooker and Carom



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ANNEXURE - C

The image displays a detailed architectural site plan, likely for a residential or institutional building. The plan features a central circular area, possibly a courtyard or pond, surrounded by various structures and pathways. A prominent purple circular stamp is placed over the central part of the plan, containing the text: "THE SEAL OF THE MUMBAI SUB-REGISTRAR, MUMBAI CITY". Below the stamp, there are handwritten notes in blue ink, including the date "July 20/24" and the initials "R.R.". The plan is overlaid on a background of a cadastral map with various colored zones and property boundaries. In the bottom left corner, there is a smaller inset map titled "LOCATION PLAN" showing the site's location within a larger urban context. The entire document is oriented vertically on the page.

ANNEXURE - D

SLUM REHABILITATION AUTHORITY

5th floor, Griha Nirman Bhavan, Bandra (E) Mumbai - 400 051.

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966 (FORM "A")

No. SRA/ENG/2700/FS/ML/AP

COMMENCEMENT CERTIFICATE

SALE BUILDING

To,

M/s. Omkar Realtors & Developers Pvt. Ltd.
~~Omkar Esquare, Off Eastern Express Highway~~
~~Opp. Sion Chunabhatti, Signal, Sion~~
Mumbai - 400 022.

Sir,

With reference to your application No. 1031 dated 29-6-2011 for Development Permission and grant of Commencement Certificate under section 44 & 69 of the Maharashtra Regional Town Planning Act, 1966 to carry out development and building permission under section 45 of Maharashtra Regional and Town Planning Act, 1966 to erect a building on plot No. _____ C.T.S. No. 656(pt) * of village _____ T. P. S. No. _____ ward F/South situated at _____ * 795(pt.), 849(pt.), 657(pt.) *

The Commencement Certificate/Building Permit is granted subject to compliance of mentioned in LOI U/R No. SRA/ENG/1678/FS/ML/LOI dt. 19-1-2010 IOA U/R No. SRA/ENG/2700/FS/ML/AP dt. 06-8-2011 and on following conditions.

1. The land vacated in consequence of endorsement of the setback line/road widening line shall form part of the Public Street.
 2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any reason until occupancy permission has been granted.
 3. The Commencement Certificate/Development permission shall remain valid for one year from the date of its issue. However the construction work should be commenced within three months from the date of its issue.
 4. This permission does not entitle you to develop land which does not vest in you or in contravention of the provision of coastal Zone Management plan. If construction is not commenced this Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
 5. This Certificate is liable to be revoked by the C.E.O. (SRA) 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 condition subject to which the same is granted or any of the restrictions imposed by the C.E.O. (SRA) is contravened or not complied with.
 - (c) The C.E.O. (SRA) 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 and 45 of the Maharashtra Regional and Town Planning Act, 1966.
- The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

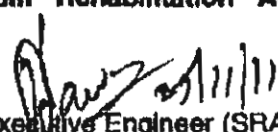
The C.E.O. (SRA) has appointed Shri D.V. Pawar

Executive Engineer to exercise his powers and functions of the Planning Authority under section 45 of the said Act.

This C.C. is granted for work up to plinth level (i.e. 6th level podium top slab).

* 655 (pt), 797, 654 (pt), 432 (pt),
658 (pt), 659 (pt), 653 (pt), 440 (pt),
437 (pt) of Parel Sewri Divn. & CS No. 155 (pt)
174 (pt), 176 (pt), 1/177 (pt), 180 (pt) of Dadar
Naigaon Divn. & CS No. 440 (pt), 437 (pt), 652 (pt),
653 (pt), 654 (pt) of Parel Sewri Divn.

For and on behalf of Local Authority
The Slum Rehabilitation Authority


Executive Engineer (SRA)-II
FOR

CHIEF EXECUTIVE OFFICER
(SLUM REHABILITATION AUTHORITY)

2 JAN 2012

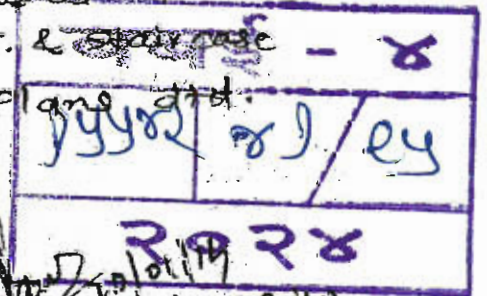
SRA/ENG/2700/FS/ML/AP

This C.C. is now re-endorsed as per the amended approved plans dated 02/01/2012 under no. SRA/ENG/2700/FS/ML/AP/AP, upto top of the 5th premium slab of safe building comprising of five wings namely J, K, L and M.

[Signature]
Executive Engineer
Slum Rehabilitation Authority

SRA/ENG/2700/FS/ML/AP 10 JAN 2014

This C.C. is extended to safe wing 'J' upto 39th floor level and to safe wing 'K' & 'M' for full height i.e. upto 21st & 39th floor respectively (including L.M.R., O.H.T. & staircase room), as per approved amended plans dt. 02/01/2012.



[Signature]
Executive Engineer (City)
Slum Rehabilitation Authority



~~This C.C. is now re-endorsed and further extended for wing J, K, L and M of safe Building No. 1 under reference upto full height (i.e. incl. L.M.R., elevation features and staircase room) as per approved amended plans dt. 7/5/2014 issued under ev.no.~~

Executive Engineer
Slum Rehabilitation Authority

SRA/ENG/2700/FS/ML/AP - 8 MAY 2014

This CC is now Re- endorsed and also extended for sale wing-I upto 15th floor & L upto 21st floor respectively and also further extended for sale wing-J, K & M for full height i.e. including O.H.T, L.M.R, elevation features above terrace & Staircase Room) respectively, as per approved amended plans dtd. 07/05/2014, issued under NO. SRA/ENG/2700/FS/ML&PL/AP.

[Signature]
Executive Engineer
Slum Rehabilitation Authority



SRA/ENG/2700/FS/ML/AP 22 AUG 2016

This etc. is re-endorsed and extended upto topmost podium level of wing 'N' of sale bldg. No. '1', as per approved amended plans dtd. 30/07/2016.

[Signature]
22/08/2016
Executive Engineer
Slum Rehabilitation Authority

Issued
Sign *[Signature]*
6/1/17

SRA/ENG/2700/FS/ML/AP - 6 JAN 2017

This C.C. is further extended from 16th to 28th floors of wing 'I', from 22nd to 36th floors of wing 'L' and upto full height i.e for 53rd & 54th floor of wing 'J', for 48th & 49th of wing 'K', for 40th & 41st floor of wing 'M', including staircase room, L.M.R. room, OHWT, Elevation features above topmost storey of the said sale building No. '1' w/ref as per approved amended plans dated. 30/07/2016.

[Handwritten notes in a box]
बचत
4982
३०३८

[Signature]
06/01/2017
Executive Engineer
Slum Rehabilitation Authority

SRA/ENG/2700/FS/ML/AP

17 MAR 2017

This C.C. is further extended upto full height i.e. from 29th to 54th floors of wing 'I' & from 37th to 43rd floors of wing 'L' including staircase room, LMR, OHWT & elevation features above topmost storey of Sale Bldg. No. 1 u/ref. as per approved amended plans dtd. 30/07/2016.

[Signature]
13/3/17
Executive Engineer
Slum Rehabilitation Authority.

SRA/ENG/2700/FS/ML/PL/AP 13 MAY 2018

This C.C. is re-endorsed as per approved amended plans u/no. SRA/ENG/2700/FS/ML/PL/AP dtd. 22/05/2018.

[Signature]
31/5/18
Executive Engineer
Slum Rehabilitation Authority

SRA/ENG/2700/FS/ML/PL/AP 2 JUL 2018

This C.C. is further extended from topmost podium level to 20th upper floors of Wing 'N' of Sale Building No. 1 as per approved amended plans dtd. 20/07/2016, 22/05/2018

[Signature]

[Signature]
12/3/18
Executive Engineer
Slum Rehabilitation Authority

SRA/ENG/2700/FS/ML & PL/AP 9 MAY 2019

This C.C. is re-endorsed for Gymnasium on 5th podium level of Wing 'I' of Sale Building No. 1 as per approved amended plans dtd. 09/05/2019.

[Signature]
Executive Engineer
Slum Rehabilitation Authority
12 JUN 2020
[Signature]

SRA/ENG/2700/FS/ML & PL/AP

This C.C. is further extended up to full height i.e. 21st floor to 47th floors of wing 'N' including staircase room, LMR, OHWT & elevation features above topmost storey of Sale Building No. 1 as per approved amended plans dtd. 22/05/2018.



ANNEXURE- E1



Maharashtra Real Estate Regulatory Authority
CERTIFICATE FOR EXTENSION OF REGISTRATION OF PROJECT
FORM 'F'
[See rule 7(2)]

This extension of registration is granted under section 6/7 of the Act, to the following project: **Project: Crescent Bay - T3**
Plot Bearing / CTS / Survey / Final Plot No.: 437 pt, 440 pt, 645 pt, 646 pt, 651 pt, 854 pt at **FSouth-400012, Ward**
FSouth, Mumbai City, 400012 registered with the regulatory authority vide project registration certificate bearing
No **P51900005188** of

1. **L&T Parel Project Llp (Jv With Ordpl)** having its registered office / principal place of business at **Tehsil: Mumbai City, District: Mumbai City, Pin: 400001.**

2. This renewal of registration is granted subject to the following conditions, namely:-

- ◊ The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 (2) of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
 - ◊ The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (l) of sub-section (2) of section 4 read with Rule 5;
- OR

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

- ◊ The registration shall be valid up to **29/03/2024** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 6/7 of the Act read with rule 7 the Act.
- ◊ The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- ◊ That the promoter shall take all the pending approvals from the competent authorities
- ◊ If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

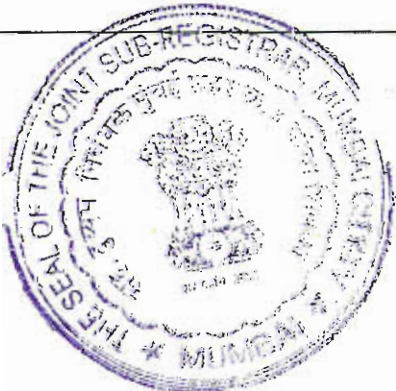
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Dated: 21/11/2022

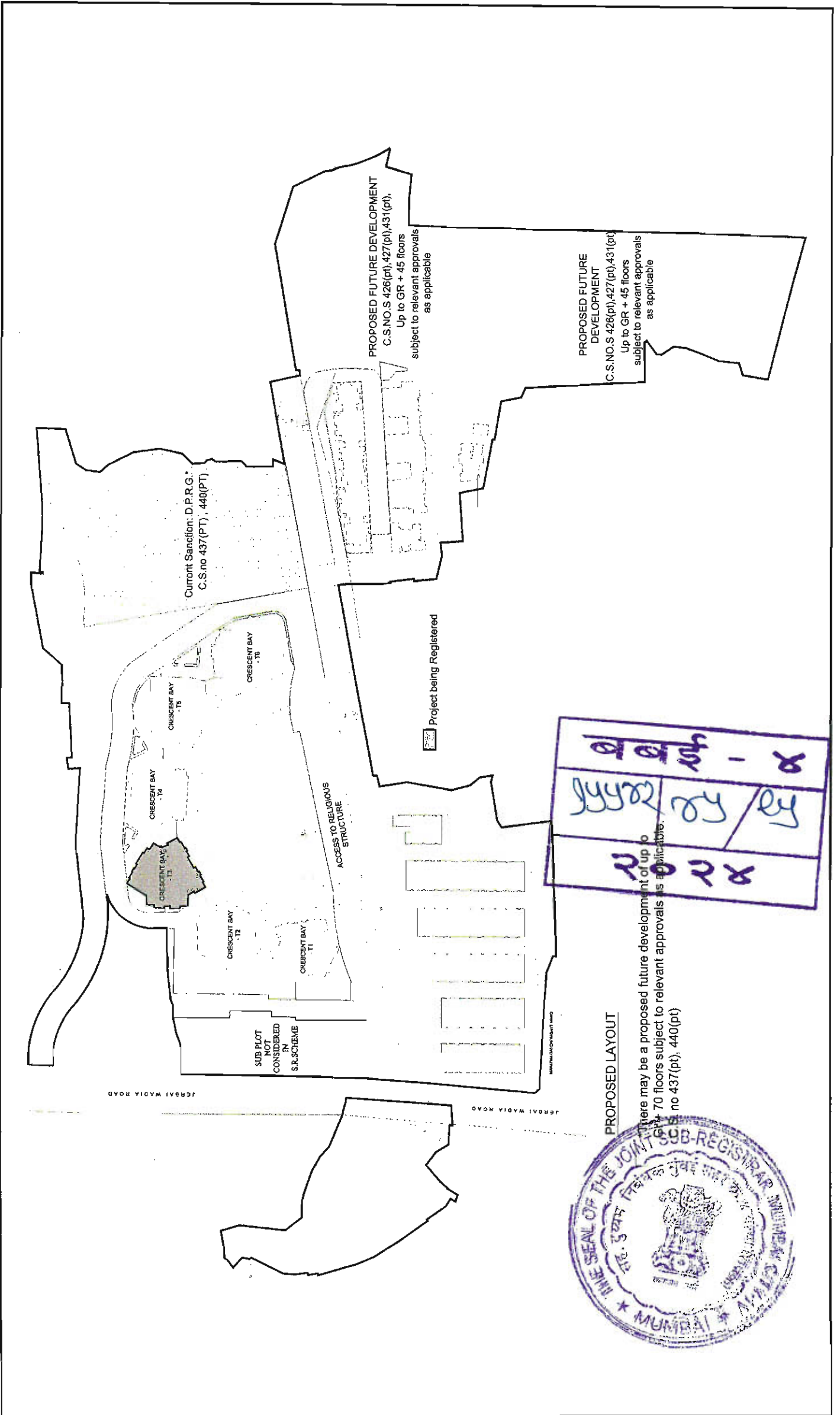
Place: Mumbai

Signature valid
Digitally Signed by
Dr. Vasant Premnand Prabhu
(Secretary, MahaRERA)

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



ANNEXURE - E2

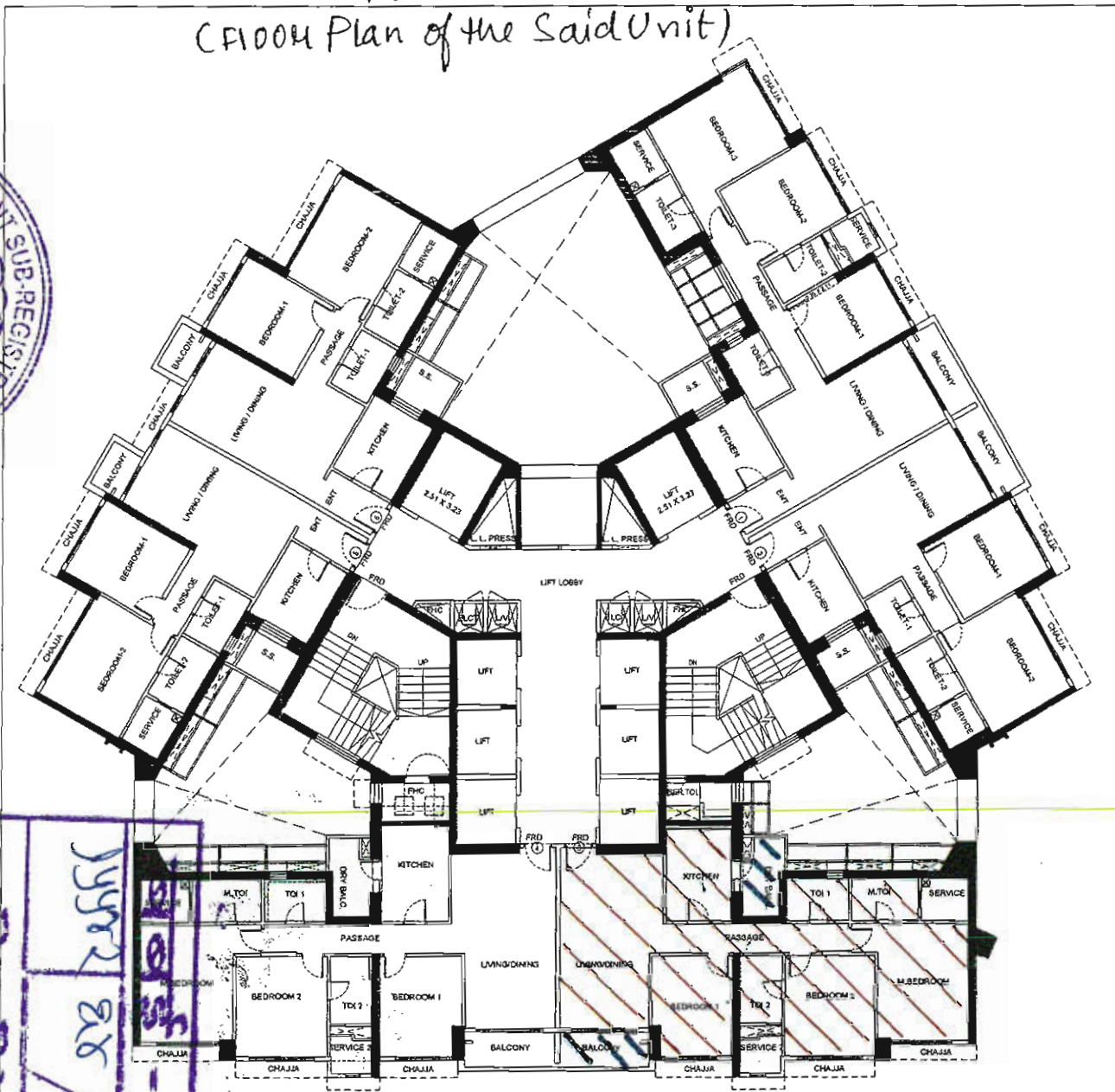
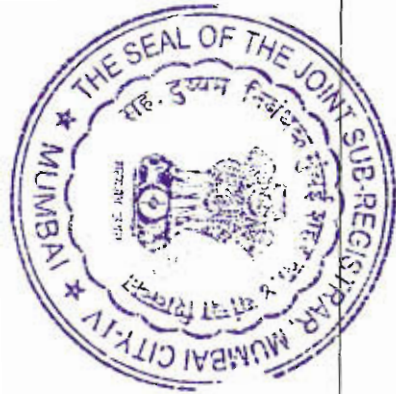


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 २०२४

PROPOSED LAYOUT
 There may be a proposed future development of up to GR + 70 floors subject to relevant approvals as applicable. C.S. no 437 (pt), 440 (pt)

THE SEAL OF THE JOINT SUB-REGISTRAR, MUMBAI
 THE १५५०२ ४५ / २५ २०२४

ANNEXURE-I (Floor Plan of the Said Unit)



2028
 15/02/20
 15/02/20

TOWER 3 - TYPICAL FLOOR PLAN
 1ST TO 5TH, 7TH TO 12TH, 15TH TO 20TH, 22ND TO 26TH, 28TH TO 33RD,
 35TH TO 41ST & 43RD TO 47TH FLOORS
 SCALE - 1:100

CRESCENT BAY

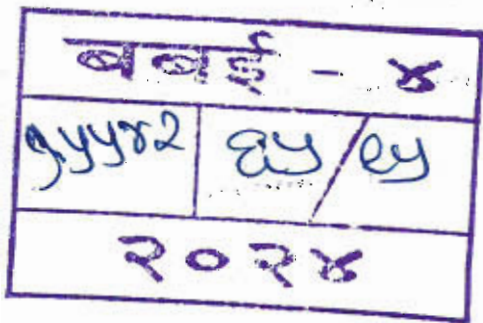
FLOOR :- 18th
 Unit :- 1803

Handwritten notes:
 Not shown in
 Not shown in
 Not shown in
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Handwritten notes:
 15/02/20
 15/02/20

ANNEXURE J
(List of Amenities for Towers T1-T5)

Specifications of Apartment
Natural Imported Marble flooring in living, dining and passage (Natural Marble may have inherent natural imperfection. This is natural and is to be viewed as natural beauty.
Laminated Wooden flooring in Master bedroom - PERGO/ EGGER/ XYLOS / EGO / ISOSCELES Or Equivalent
Vitrified tile flooring in other Bedrooms - NITCO / KAJARIA / JOHNSON / RAK / EURO Or Equivalent
Vitrified tile flooring in Kitchen - NITCO / KAJARIA / JOHNSON / RAK / EURO Or Equivalent
Ceramic tile below counter & Vitrified tile dado above Kitchen platform up to two feet height - NITCO /KAJARIA / JOHNSON / EURO Or Equivalent
Granite platform, stainless Steel sink with drain board- FRANKE / NIRALI / HINDWARE / NEELKANTH / JAYNA Or Equivalent
Vitrified antiskid tiles in toilet flooring - NITCO / KAJARIA/ JOHNSON / RAK / EURO Or Equivalent
Sanitaryware and CP fittings in toilets - KOHLER / JAQUAR / AMERICAN STANDARD / ROCA / GROHE Or Equivalent
Glass enclosure / Partition for shower area -Dorma /Kohler / Jaquar Or Equivalent (3 BHK: 2 Nos, 2.5 & 2 BHK: 1 No Glass enclosure/ Glass Partition) mirror above basin in toilets 2BHK: Glass enclosure in 1 toilet & Glass partition in other toilet) and Mirror above wash basin in toilets.
Anodized /Powder Coated Aluminum framed windows
Wooden frames for main door, bedroom & toilet doors
Facilities in Apartment
Exhaust Fan in Kitchen & Toilet - CROMPTON GREAVES / KHAITAN / USHA / BAJAJ / HAVELLS Or Equivalent
Sprinkler & Gas Leak detector in Kitchen
Video Door Phone - ZICOM/ ONETOUCH/ TCS/ CP PLUS Or Equivalent
Intercom Facility
Split AC in living area & bedrooms
Geyser in toilets - BAJAJ / HAVELLS / RACOLD / AO SMITH / JAQUAR Or Equivalent (excluding Servant Toilet)
Hot & Cold water in Wash Basin & Shower in Master Bedroom Toilet and Hot & Cold water in Shower for remaining toilets.
Telephone and Internet provision





SLUM REHABILITATION AUTHORITY

No. SRA/ENG/2700/FS/ML & PL/AP

Date : **31 JAN 2022**

**AMENDED PLANS CUM PART OCCUPATION CERTIFICATE AS PER
REG. NO. 11(6) & 11(8) OF DCPR 2034**

To,

Architect,

Shri. Anand V. Dhokay, Architect & Designer,
F-63, "Palm Acres",
Mahatma Phule Road,
Mulund- (E), Mumbai-400081.

Sir,

The part development work of Wing 'N' of Sale building No. '1' comprising of Lower Ground + Ground floor with mezzanine floor + 1st to 5th Podium + Amenity Floor + Amenity Mezzanine Floor thereafter Service Floor + 1st to 18th upper floor for 104 nos. Sale Tenements under proposed amalgamated S. R. Scheme of "Matoshree SRA CHS Ltd. & other 19 Societies" on the plot bearing C.S. No. 426, 427(pt), 431, 1/431, 432 (pt), 1/437, 437(pt), 440(pt), 645 (pt), 646 (pt), 648 (pt), 649 (pt), 650 (pt), 651(pt), 654, 655(pt), 657 (pt), 658(pt), 659(pt), 854, 869, 870, 871 of Parel-Sewree Division & C.S. Nos. 155(pt), 174 (pt), 176 (pt), 1/177, 185(pt), 1038 & 1039 of Dadar-Naigaon Division, F/South Ward of M.C.G.M., completed under the supervision of Architect Shri. Anand V. Dhokay, Architects and Designer, vide License No. CA/87/10855, Licensed Structural Engineer Mrs. Madhura Manjrekar of M/s. Dr. Kelkar Designs Pvt. Ltd. vide License No. STR/M/99 and Licensed Site Supervisor Shri. Prasad Shetty, vide License No. P/807/SS-II, may be occupied on the following conditions:

1. That the remaining LOI/IOA conditions shall be complied at respective stages.
2. The certificate under Section 270A of BMC Act shall be submitted.

A set of certified completion plan is returned herewith please

Yours faithfully,


28/1/22

Executive Engineer
Slum Rehabilitation Authority



SRA/ENG/2700/FS/ML&PL/AP

Copy to : For information please.

- ✓1) M/s. Omkar Realtors & Developers Pvt. Ltd.
- 2) Assistant Municipal Commissioner, 'F/South' Ward of MCGM.
- 3) A.E.(W.W.) 'F/South' Ward of MCGM.
- 4) A.A. & C, 'F/South' Ward of MCGM.
- 5) E.E.(D.P.) of MCGM.

Rmc
28/11/22
Executive Engineer
Slum Rehabilitation Authority

वर्ग - ४	
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२०२४	



OMKAR REALTORS & DEVELOPERS PRIVATE LIMITED

Regd. Office: Popular Metal works, Taty Tope Marg, Joglekarwadi Sion Fish Mkt, Sion (E),
Mumbai – 400022

Tel No. 022-66254100 Fax No. 022 24034066

E-mail – contact@omkar.com CIN – U70100MH2005PTC157754

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT MEETING NO. 01/2024-25 OF THE BOARD OF DIRECTORS OF OMKAR REALTORS & DEVELOPERS PRIVATE LIMITED HELD ON MONDAY, APRIL 01, 2024 AT THE REGISTERED OFFICE OF THE COMPANY AT POPULAR METAL WORKS, TATYA TOPE MARG, JOGLEKARWADI SION FISH MKT, SION (E), MUMBAI – 400022 COMMENCED AT 11.00 A.M. AND CONCLUDED AT 11.30 A.M.

ITEM NO. 07: AUTHORITY TO SIGN AGREEMENT FOR SALE & OTHER ANCILLARY DOCUMENTS RELATED THERETO IN RESPECT OF CRESCENT BAY PROJECT

The Chairman informed the Board that the Company has undertaken a project situated at Cadastral Survey Nos. 655 (P), 654, 658 (P), 659 (P), 653 (P), 440(P), 437(P), 854, 869, 870, 871 and C.S. Nos. 432 (part), 437(part), 440(part), 645, 646, 647, 648, 649, 650 and 854 of Parel – Sewri Division, Mumbai and Cadastral Survey Nos. 1038, 1039, 155 (P), 174(P), 176(P), 1/177(P), 185(P) of Dadar Naigaon Division, Mumbai in the Registration District and Sub- District of Mumbai City ('said Project') and has started construction of Building/Tower for sale of Flat/Unit(s) in the said project it is necessary to enter into and execute Agreement For Sale with the Purchaser(s)/Buyer(s)/Customer(s) as per the draft placed before the table and authorized the Authorised Representative(s) of the Company to sign the said Agreement For Sale for and on behalf of the Company.

The Board after discussion considered the same and passed the following resolutions:

“RESOLVED THAT Mr. Mohammad Shahid Raza, Authorised Signatories of the Company be and is hereby authorised for and on behalf of the Company to sign, execute and deliver Agreement For Sale with the Purchaser(s)/Buyer(s)/ Customer(s) of Flat(s)/Unit(s) in the said project on the terms and conditions as mentioned in the said Agreement For Sale draft of which placed before the meeting be and is hereby approved and to sign and issue letter of allotment to Purchaser(s)/Buyer(s)/customer(s) of Flat(s)/Unit(s) in said project.

RESOLVED FURTHER THAT the said Authorised Signatory be and are hereby severally authorized for and on behalf of the Company to sign other ancillary documents, fit-out letters, possession letters, cancellation letters, demand letters, annexures covering amenities and such other agreements, deeds, documents in relation thereto and to do all such acts, deeds, matters and things which may deem necessary, incidental or desirable in this respect.

RESOLVED FURTHER THAT the above Authorised Signatory are authorized to delegate power to Mr. Sachin Chandekar and/or Mr. Sachin Rathod and/or Mr. Vijay Kunder for and on behalf of the Company to admit, appear, register and represent before the Office of Registrar and Sub-Registrar of Assurances, Mumbai or any other concerned statutory or regulatory authority for the purpose of registration of the Agreement For Sale and such other documents related thereto and further authorized to delegate power of said admission and registration of Agreement for Sale and other related documents to any of their constituted attorney(s) appointed through Power of Attorney.

Handwritten signature of Mr. Mohammad Shahid Raza in blue ink, enclosed in a blue rectangular stamp.



OMKAR REALTORS & DEVELOPERS PRIVATE LIMITED

Regd. Office: Popular Metal works, Taty Tope Marg, Joglekarwadi Sion Fish Mkt, Sion (E),
Mumbai - 400022

Tel No. 022-66254100 Fax No. 022 24034066

E-mail - contact@omkar.com CIN - U70100MH2005PTC157754

RESOLVED FURTHER THAT the Common Seal of the Company if require, be affix on the said Agreement For Sale and other related documents in terms of the Articles of Association of the Company.

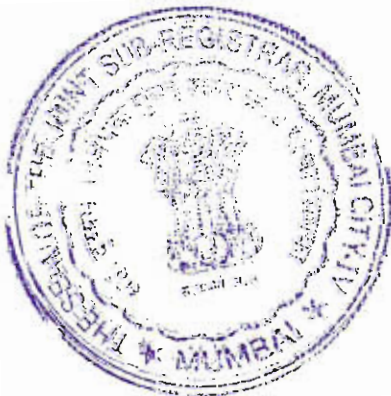
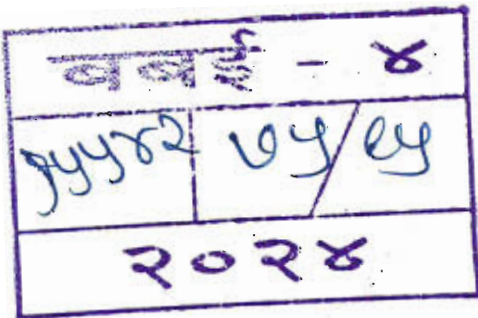
RESOLVED FURTHER THAT a certified true copy of this resolution issued under signature of any of the Directors of the Company be submitted to whomsoever it may concern."

//CERTIFIED TRUE COPY//

FOR OMKAR REALTORS & DEVELOPERS PRIVATE LIMITED



KETAN SHINDE
DIRECTOR
DIN: 09096812



**M/S. OMKAR REALTORS & DEVELOPERS
(Formerly Shree Siddivinayak Enterprises)**

Regd. Office:- Omkar Esquare, Off Eastern Express Highway,
Opp Sion Chunnabhatti Signal, Sion(East), Mumbai-400022

April 01, 2024

TO WHOMSOEVER IT MAY CONCERN

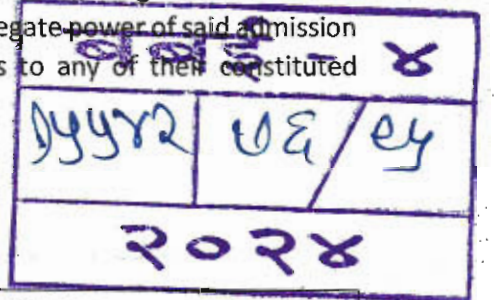
Dear Sir/Ma'am,

We, Omkar Realtors Space Development Private Limited and Anatomy Realtors Private Limited Partners of M/s. Omkar Realtors & Developers (the "Firm") a registered partnership firm, (hereinafter referred to as "the firm"), hereby authorize Mr. Mohammad Shahid Raza, Authorised Signatories of the Firm to sign, execute and deliver Agreement For Sale with the Purchaser(s)/Buyer(s)/ Customer(s) of Flat(s)/Unit(s) in the project situated at Cadastral Survey Nos. 655 (P), 654, 658 (P), 659 (P), 653 (P), 440(P), 437(P), 854, 869, 870, 871 and C.S. Nos. 432 (part), 437(part), 440(part), 645, 646, 647, 648, 649, 650 and 854 of Parel – Sewri Division, Mumbai and Cadastral Survey Nos. 1038, 1039, 155 (P), 174(P), 176(P), 1/177(P), 185(P) of Dadar Naigaon Division, Mumbai in the Registration District and Sub- District of Mumbai City ('said Project') on the terms and conditions as mentioned in the Agreement For Sale and to sign and issue letter of allotment to Purchaser(s)/Buyer(s)/customer(s) of Flat(s)/Unit(s) in said project.

He further authorized to sign other ancillary documents, fit-out letters, possession letters, cancellation letters, demand letters, annexures covering amenities and such other agreements, deeds, documents in relation thereto and to do all such acts, deeds, matters and things which may deem necessary, incidental or desirable in this respect and to delegate power to Mr. Sachin Chandlekar and/or Mr. Sachin Rathod and/or Mr. Vijay Kunder for and on behalf of the firm to admit, appear, register and represent before the Office of Registrar and Sub-Registrar of Assurances, Mumbai or any other concerned statutory or regulatory authority for the purpose of registration of the Agreement For Sale and such other documents related thereto and further authorized to delegate power of said admission and registration of Agreement for Sale and other related documents to any of their constituted attorney(s) appointed through Power of Attorney.

Yours faithfully,

FOR M/S OMKAR REALTORS AND DEVELOPERS



NAME OF THE PARTNER	SIGNATURE
OMKAR REALTORS SPACE DEVELOPMENT PRIVATE LIMITED	
ANATOMY REALTORS PRIVATE LIMITED	



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२०२४	



DARSHAN REALTORS PRIVATE LIMITED

Regd. Office: Popular Metal works, Tatya Tope Marg, Joglekarwadi Sion Fish Mkt, Sion (E),
Mumbai – 400022

Tel No. 022-66254100 Fax No. 022 24034066

E-mail – contact@omkar.com CIN - U70109MH2009PTC197063

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING NO. 01/2024-25 OF THE BOARD OF DIRECTORS OF DARSHAN REALTORS PRIVATE LIMITED HELD ON MONDAY, APRIL 01, 2024 AT THE REGISTERED OFFICE OF THE COMPANY AT POPULAR METAL WORKS, TATYA TOPE MARG, JOGLEKARWADI SION FISH MKT, SION (E), MUMBAI – 400022 COMMENCED AT 09:30 A.M. AND CONCLUDED AT 09.40 A.M.

ITEM NO. 11- AUTHORITY TO SIGN AGREEMENT FOR SALE & OTHER ANCILLARY DOCUMENTS RELATED THERETO IN RESPECT OF CRESCENT BAY PROJECT

The Chairman informed the Board that the Company has undertaken a project situated at Cadastral Survey Nos. 655 (P), 654, 658 (P), 659 (P), 653 (P), 440(P), 437(P), 854, 869, 870, 871 and C.S. Nos. 432 (part), 437(part), 440(part), 645, 646, 647, 648, 649, 650 and 854 of Parel – Sewri Division, Mumbai and Cadastral Survey Nos. 1038, 1039, 155 (P), 174(P), 176(P), 1/177(P), 185(P) of Dadar Naigaon Division, Mumbai in the Registration District and Sub- District of Mumbai City ('said Project') and has started construction of Building/Tower for sale of Flat/Unit(s) in the said project it is necessary to enter into and execute Agreement For Sale with the Purchaser(s)/Buyer(s)/Customer(s) as per the draft placed before the table and authorized the Authorised Representative(s) of the Company to sign the said Agreement For Sale for and on behalf of the Company.

The Board after discussion considered the same and passed the following resolutions:

“RESOLVED THAT Mr. Mohammad Shahid Raza, Authorised Signatories of the Company be and is hereby authorised for and on behalf of the Company to sign, execute and deliver Agreement For Sale with the Purchaser(s)/Buyer(s)/ Customer(s) of Flat(s)/Unit(s) in the said project on the terms and conditions as mentioned in the said Agreement For Sale draft of which placed before the meeting be and is hereby approved and to sign and issue letter of allotment to Purchaser(s)/Buyer(s)/customer(s) of Flat(s)/Unit(s) in said project.

RESOLVED FURTHER THAT the said Authorised Signatory be and are hereby severally authorized for and on behalf of the Company to sign other ancillary documents, fit-out letters, possession letters, cancellation letters, demand letters, annexures covering amenities and such other agreements, deeds, documents in relation thereto and to do all such acts, deeds, matters and things which may deem necessary, incidental or desirable in this respect.

RESOLVED FURTHER THAT the above Authorised Signatory are authorized to delegate power to Mr. Sachin Chandekar and/or Mr. Sachin Rathod and/or Mr. Vijay Kunder for and on behalf of the Company to admit, appear, register and represent before the Office of Registrar and Sub-Registrar of Assurances, Mumbai or any other concerned statutory or regulatory authority for the purpose of registration of the Agreement For Sale and such other documents related thereto and further authorized to delegate power of said admission and registration of Agreement for Sale and other related documents to any of their constituted attorney(s) appointed through Power of Attorney.

RESOLVED FURTHER THAT the Common Seal of the Company if require, be affix on the said Agreement For Sale and other related documents in terms of the Articles of Association of the Company.



DARSHAN REALTORS PRIVATE LIMITED

Regd. Office: Popular Metal works, Tatya Tope Marg, Joglekarwadi Sion Fish Mkt, Sion (E),
Mumbai - 400022

Tel No. 022-66254100 Fax No. 022 24034066

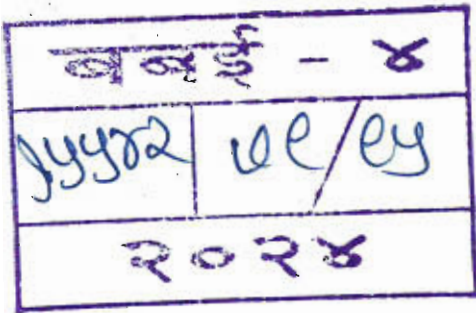
E-mail - contact@omkar.com CIN - U70109MH2009PTC197063

RESOLVED FURTHER THAT a certified true copy of this resolution issued under signature of any of the Directors of the Company be submitted to whomsoever it may concern."

CERTIFIED TRUE COPY
FOR DARSHAN REALTORS PRIVATE LIMITED



SUBHASH BARKUNTA
DIRECTOR
DIN 08770137



OM SHANTI REALTORS

Reg NO. : BA-97850

Omkar House, Off Eastern Express Highway, Opp. Sion Chunnabhatti Signal, Sion (East),
Mumbai – 400022

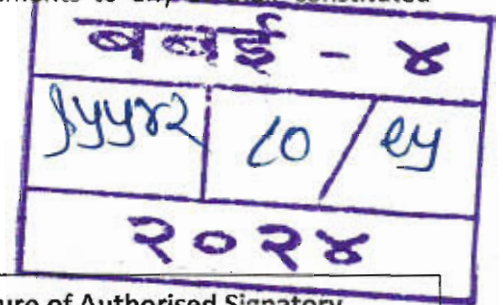
Date: 01st April, 2024

TO WHOMSOEVER IT MAY CONCERN

Dear Sir/Ma'am,

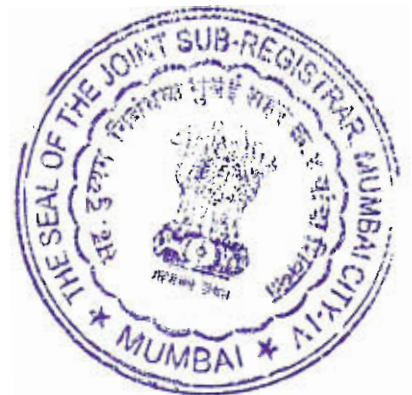
We, Omkar Realtors & Developers Private Limited and Anatomy Realtors Private Limited Partners of M/s. Om Shanti Realtors (the "Firm") a registered partnership firm hereby authorize Mr. Mohammad Shahid Raza, Authorised Signatories of the Firm to sign, execute and deliver Agreement For Sale with the Purchaser(s)/Buyer(s)/ Customer(s) of Flat(s)/Unit(s) in the project situated at Cadastral Survey Nos. 655 (P), 654, 658 (P), 659 (P), 653 (P), 440(P), 437(P), 854, 869, 870, 871 and C.S. Nos. 432 (part), 437(part), 440(part), 645, 646, 647, 648, 649, 650 and 854 of Parel – Sewri Division, Mumbai and Cadastral Survey Nos. 1038, 1039, 155 (P), 174(P), 176(P), 1/177(P), 185(P) of Dadar Naigaon Division, Mumbai in the Registration District and Sub- District of Mumbai City ('said Project') on the terms and conditions as mentioned in the Agreement For Sale and to sign and issue letter of allotment to Purchaser(s)/Buyer(s)/customer(s) of Flat(s)/Unit(s) in said project.

He further authorized to sign other ancillary documents, fit-out letters, possession letters, cancellation letters, demand letters, annexures covering amenities and such other agreements, deeds, documents in relation thereto and to do all such acts, deeds, matters and things which may deem necessary, incidental or desirable in this respect and to delegate power to Mr. Sachin Chandekar and/or Mr. Sachin Rathod and/or Mr. Vijay Kunder for and on behalf of the firm to admit, appear, register and represent before the Office of Registrar and Sub-Registrar of Assurances, Mumbai or any other concerned statutory or regulatory authority for the purpose of registration of the Agreement For Sale and such other documents related thereto and further authorized to delegate power of said admission and registration of Agreement for Sale and other related documents to any of their constituted attorney(s) appointed through Power of Attorney.



FOR M/S. OM SHANTI REALTORS

Name of the Partners	Signature of Authorised Signatory
Omkar Realtors & Developers Private Limited	
Anatomy Realtors Private Limited	



Handwritten text, possibly a signature or date, in a rectangular box.

बळई - ४	
५५५२	११/१५
२०२४	



508/15542

सोमवार, 29 जुलै 2024 11:25 म.पू.

दस्त गोषवारा भाग-1

बवई4

दस्त क्रमांक: 15542/2024

दस्त क्रमांक: बवई4 /15542/2024

बाजार मूल्य: रु. 3,58,02,821/-

मोबदला: रु. 4,55,41,180/-

भरणेले मुद्रांक शुल्क: रु.27,32,600/-

द. नि. सह. दु. नि. बवई4 यांचे कार्यालयात

अ. क्र. 15542 वर दि.29-07-2024

रोजी 11:24 म.पू. वा. हजर केला.

पावती:16793

पावती दिनांक: 29/07/2024

सादरकरणाचे नाव: डॉ.समीर पागाद

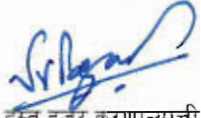
नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1900.00

पृष्ठांची संख्या: 95



दस्त हजर करणाऱ्याची सही:

एकुण: 31900.00



सह दुय्यम निबंधक, मुंबई-4



सह दुय्यम निबंधक, मुंबई-4

दस्ताचा प्रकार: करारनामा

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

शिक्का क्र. 1 29 / 07 / 2024 11 : 24 : 47 AM ची वेळ: (सादरीकरण)

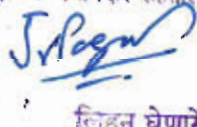
शिक्का क्र. 2 29 / 07 / 2024 11 : 25 : 38 AM ची वेळ: (फी)

प्रतिज्ञापत्र

सदर दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीस दाखल केलेला आहे. दस्तातील संपूर्ण मजकूर निष्पादक व्यक्ती साक्षात्दार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. दस्ताची सत्यता, वैधता कायदेशीर बाबीसाठी दस्त निष्पादक व कबुलीधारक हे संपूर्णपणे जबाबदार राहतील.



लिहून देणारे



लिहून घेणारे



Ms. Shalini
Ms. Shalini
Ms. Shalini
Ms. Shalini



Missing Scan Doc Records and Files

Payment Details.

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	SAMEER PAGAD	eChallan	03006172024071200240	MH005108548202425M	2732600.00	SD	0003217073202425	29/07/2024
2	SAMEER PAGAD	eChallan		MH005108548202425M	30000	RF	0003217073202425	29/07/2024
3		DHC		0724295502393	1900	RF	0724295502393D	29/07/2024

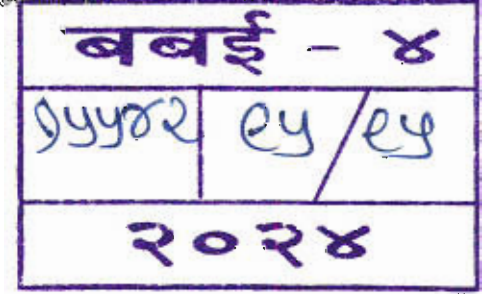
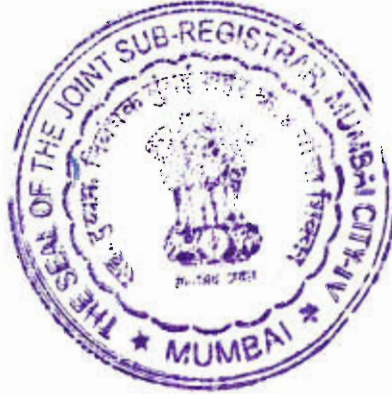
[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

15542 /2024

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प्रमाणित करणेत येते की सुदरील
दस्तामळे एकूण.....२५.....कने आहेत
पुस्तक क्र. १, बबई-४/...९५५४२...../२०२४ वर
नोंदला. ' 29 JUL 2024
दिनांक

(सुधाकर बि मोरे)
सह. दुय्यम निबंधक वर्ग-२, मुंबई शहर-४

2.74
2.70