AGREEMENT FOR SALE

BETWEEN

SHREE KRISHNA PROPERTIES

<u>AND</u>

1) MS. BARKHA GUPTA

2) MR. NIRBHAY GUPTA

FLAT NO. 101 - B , 1ST FLOOR, MOUNT RESORT TOWER - B, DEONAR FARM ROAD, DEONAR , MUMBAI – 400088

<u>SUB-REGISTRAR KURLA UNDER</u> <u>SERIAL NO. KRL 5-20014-2024</u> <u>DATED – 23/07/2024</u>

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		मुल्पांकन पत्र	क (शहरी क्षेत्र - बांधीय)	Statement of the local division of the local	
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Office Name KRL5_JT	SUB REGISTRAR KURLA NO	5	Full Name		SHREE KRISHNA PROPE	RTIES
Location MUMBAI						
Year 2024-202	25 One Time		Flat/Block N	lo.	MOUNT RESORT TOWE	ER -B FLAT NO 101
Accoun	t Head Details	Amount In Rs.	Premises/B	uilding	TOWER B . 1ST FLOOR.	CTS NO 766 A AND B
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Department ID					Mobile	No : 9833994255

CHALLAN MTR Form Number-6

Department ID : Mobile No : 98339942 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. साही र चहाल केवठ दुख्यम लिंबाक कार्यालयात लोदणी करावयाच्या दस्तासाठी लागू आहे . बोढणी ल करावयाच्या दस्तासाठी खटर काल तल्म नाही .

· Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1	(IS)-520-20014	0003039939202425	23/07/2024-12 19 42	IGR561	30000 00
2	(IS)-520-20014	0003039939202425	23/07/2024-12 19 42	IGR561	2850000 00
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Type of Payment Registration Fee TAX ID / TAN (if Any) PAN No.(If Applicable) ADHFS8959C Office Name KRL5_JT SUB REGISTRAR KURLA NO 5 Full Name Location MUMBAI Year 2024-2025 One Time Flat/Block No.	
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Location MUMBAI Year 2024-2025 One Time	
Year 2024-2025 One Time Flat/Block No. MOUNT RESORT TOWER -B	
Plaubiock No. MODINE RESORT TOWER -B FE	
Account Head Details Amount In Rs. Promises/Building TOWER B. 1ST ELOOP, CTS NO 76	
TOWER B, 131 FLOOR, CT3 NO 76	6 A AND B
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Amount In Twenty Eight Lakh Eighty Thousand Rupees On	niy
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Payment Details STATE BANK OF INDIA FOR USE IN RECEIVING BANK	
Cheque-DD Details Bank CIN Ref. No. 10000502024072207349 81382427	85025
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Department ID : 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 नोदणी करावयाच्या दस्तासाठी लागु आहे . नोदणी न करावयाच्या दस्तासाठी सदर चलन लागु नाही . 9833994255 Receipt (pavti)

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Tuesday, July 23 .2024			नोंदणी क्रं. :39म
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		पावनी क्रं.: 21103	दिनांक: 23/07/2024
गावाचे नाव: बोरला			
दस्तऐवजाचा अनुक्रमांकः करल5-20014-2 0	024		
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मोबदला रु.47500000/-			कुर्ला क. 5

1) देयकाचा प्रकार: DHC रक्कम: रु.1840/-डीडी/धनादेश/पे ऑर्डर क्रमांक: 0724234802283 दिनांक: 23/07/2024 बॅकेचे नाव व पत्ता: 2) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-डीडी/धनादेश/पे ऑर्डर क्रमांक: MH005579011202425P दिनांक: 23/07/2024 बॅकेचे नाव व पत्ता:

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भरलेले मुद्रांक शुल्क : रु. 2850000/-

AGREEMENT FOR SALE

This Agreement for Sale made at Mumbai on this 2^{3} day of 3uy, ir the year Two Thousand and Twenty Four (2024)

Between

MESSRS. SHREE KRISHNA PROPERTIES, (PAN ADHFS8959C), a partnership firm registered under the provisions of Indian Partnership Act, $\sqrt{1932}$ and having its registered office at Sethna Manor, 6th Floor, Plot No. 369, 6th Road, Chembur, Mumbai – 400 071 through their partners Mr. Sundeep Anand Jagasia hereinafter referred to as **"the Developers"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partner or partners for the time being constituting the said firm, the survivors or survivor of them, the administrators of the last surviving partner and their permitted **Developers** the **Part**;

And

(1) MS. BARKHA GUPTA (PAN ALIPG5923D), Aged 50 years, and (2) MR. NIRBHAY GUPTA (PAN AADPG5923C), Aged 55 years, both adults, Indian Inhabitants, residing at 5A, Anushaktinagar, Mumbai, Maharashtra 400094 hereinafter referred to as the "Purchasers" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their heirs, executors administrators and assigns) of the second

(The Developers on the one hand and the Purchasers on the other hereinafter, wherever the context may so require, respectively ref "**Party**" and collectively referred to as "**Parties**".)

WHEREAS:

a. By diverse mesne acts and devolutions (1) Mr. Nagesh Waman Patil, (2) Mr. Amarnath Waman Patil and (3) Mr. Yeshawant Waman Patil became absolutely seized and possessed of or otherwise well and sufficiently entitled to, inter alia, all that piece or parcel of freehold non-agricultural land or ground situated, lying and being to the north of Deonar Farm Road in the Revenue Village of Borla, Taluka Kurla, District Bombay Suburban, Registration Sub-District and Sub-District of Bombay city and Bombay Suburban and falling for assessment in M East Ward of Bombay Municipal Corporation and bearing Survey No 66, Hissa No 4, City Survey Number 766 (A&B) admeasuring 2420 square yards, equal to about

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2023.36 square meters or thereabouts, hereinafter referred to as the

- Be and under a Conveyance Deed dated 29th April, 1946 executed between the Said (1) Mr. Nagesh Waman Patil, (2) Mr. Amarnath Waman Patil and (3) Mr. Yeshawant Waman Patil as the Vendors and one Mr. Fatehdin Alamdin as the purchaser and registered with the Sub-Registrar of Bombay under Sr. No. 2046 of 1946, the said Mr. Fatehdin Alamdin purchased and according the right, title and interest in the said Plot at or for the price and on the terms and conditions set out in the said Conveyance Deed tated 29th April, 1946;
 - c. By an Algorithm for Sale mated 11th May, 1964 executed between the said Mr. Fateh southanting as the vendor and one Mr. P. Saran as the purchaser, the said Mr. P. Saran had agreed to purchase and acquire the right, title and interest in the said Plot at for the price and on the terms and conditions set out in the said Agreement for Sale dated 11th May, 1964;
 - d. By and under an Indenture dated 26th April, 1974 executed between the said Mr. Fatehdin Alamdin as the vendor and the said Mr. P. Saran as the confirming party and one Mr. N.G.K. Pillay as the purchaser and registered with the Sub-Registrar of Bombay under Sr. No. 1647 of 1974, the said Mr. N.G.K. Pillay, with the confirmation and consent of the confirming party, purchased and acquired the right, title and interest in the said Plot at or for the price and on the terms and conditions set out in the said Indenture dated 26th April, 1974;
 - e. By an Agreement for Sale dated 18th July, 1980 executed between the said Mr. N.G.K. Pillay as the vendor and one Mr. Subhash R. Runwal, the Chief Promoter of Mount Resort Co-operative Housing Society Ltd., a co-operative housing society duly registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 bearing Registration No. BOM/HSG/8826/L& M/1981 and having its Registered Office at Mount Resort, Deonar Farm Road, Deonar, Mumbai 400088, hereinafter referred to as **"the Society"**, as the purchaser, the said Mr. Subhash R. Runwal had agreed to purchase and acquire the right, title and interest in the said Plot at for the price and on the terms and conditions set out in the said Agreement for Sale dated 18th July, 1980;

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"mater Plot"

- f. By and under an Indenture dated 26th October, 1982 execution the said Mr. N.G.K. Pillay as the vendor and the Society as the purchaser and registered with the Sub-Registrar of Bombay under St. No. 389007 039 1982, the Society purchased and acquired the right, title and interessing the said Plot at or for the price and on the terms and conditions set out in the said Indenture dated 26th October, 1982;
- g. The Society constructed thirteen (13) residential row houses ("Existing Structures") on the said Plot and allotted them to various purchasers and issued to them shares in the Society towards their months in the Society. The present 13 members of the Society recent restricter acceleration of the Society referred to as the "Existing Members".
- h. Upon an application of the Society for deemed conveyance of an area admeasuring 348.14 sq. mtrs. forming part of Survey No. 66, and CTS No. 766 (A&B) unto and in favour of the Society, by order dated 6th November, 2015, the Competent Authority cum District Sub-Registrar of Cooperative Societies (2) Eastern Suburbs, Mumbai was pleased to issue Deemed Conveyance Registration Certificate in respect of the said area admeasuring 348.14 sq. mtrs. forming part of Survey No. 66, Hissa No. 4 and CTS No. 766 (A&B) unto and in favour of the Society;
- Pursuant to the aforesaid Deemed Conveyance Registration Certificate, by and under Deed of Conveyance dated 29th January, 2016, executed between the legal heirs of the said Mr. Fatehdin Alamdin and the said Mr. N.G.K. Pillay through Competent Authority cum District Sub-Registrar of Cooperative Societies (2) Eastern Suburbs, Mumbai and the Society and registered with Sub-Registrar of Assurances, Kurla under sl. No. 5326 of 2016 the said area admeasuring 348.14 sq. mtrs. forming part of Survey No. 66, Hissa No. 4 and CTS No. 766 (A&B) was conveyed unto and in favour of the Society;
- j. The legal heirs of the said Mr. Fatehdin Alamdin filed a Writ Petition being Writ Petition No. 1578 of 2016 before the Hon'ble High Court, Bombay challenging the aforesaid order dated 6th November, 2015 of the Competent Authority cum District Sub-Registrar of Cooperative Societies (2) Eastern Suburbs, Mumbai;
- k. By order dated 14th March, 2016, the Hon'ble High Court, Bombay was pleased to allow the said Writ Petition No. 1578 of 2016 whereby the

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Hon'ble High Court, Hombay quashed and set aside the aforesaid order Water Court, Hombay Quashed and set aside the aforesaid order Competent Authority cum District Sub-Registrar of Cooperative Societies (2) Eastern Suburbs, Mumbai, to decide on the application of the Society for deemed conveyance of the said area admeasuring 348.14 sq. mtrs. forming part of Survey No. 66, Hissa No. 4 and CTS No. 766 (A&B) unto and in favour of the Society;

- After hearing all the parties on the remand of the matter pursuant to the order dated 29th April, 2016 read with Corrigendum dated 12th May, 2016, the Competent Authority cum District Sub-Registrar of Cooperative Societies (2) Eastern Suburbs, Mumbai was pleased to issue Deemed Conveyance Registration Certificate in respect of the said area admension 348.14 sq. mtrs. forming part of Survey No. 66, Hissa No. 4 and CTS No. 766 (A&B) unto and in favour of the Society;
- m. In view of the Deed of Conveyance having already been executed and registered as aforestated, no fresh Deed of Conveyance was executed and/or registered pursuant to the aforestated Deemed Conveyance Registration Certificate dated 29th April, 2016;
- n. The legal heirs of the said Mr. Fatehdin Alamdin had filed a further Writ Petition being Writ Petition No. 5753 of 2017 before the Hon'ble High Court, Bombay challenging the aforesaid order dated 29th April, 2016 passed by the Competent Authority cum District Sub-Registrar of Cooperative Societies (2) Eastern Suburbs, Mumbai, issuing Deemed Conveyance Registration Certificate in respect of the said area admeasuring 348.14 sq. mtrs. forming part of Survey No. 66, Hissa No. 4 and CTS No. 766 (A&B) unto and in favour of the Society;
- o. The Society resolved the disputes with the Petitioners in the said Writ Petition out of court and the Petitioners in the said Writ Petition have unconditionally withdrawn the said Writ Petition as per the Order dated 30/01/2020 passed by the Hon'ble High Court, Bombay in the said Writ Petition;
- p. In view of the withdrawal of the said Writ Petition, there is no challenge to the execution and registration of the Deed of Conveyance dated 29th January, 2016 as per the aforesaid order of the Competent Authority cum District Sub-Registrar of Cooperative Societies (2) Eastern Suburbs,

while

Mumbai, dated 6th November, 2015 conveying the	eaid area admeasuring
348.14 sq. mtrs. forming part of Survey No. 66, H	STNE PORS SMRORY
766 (A&B) unto and in favour of the Society. Th	
the compensation to be paid by the Society to the	Petitioners in the said
Writ Petition as per the said out of court settlement	nt;

- q. Thus the Society is the owner of and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to all that piece or parcel of land bearing survey No. 66. Hissa No. 4. bearing CTS No Borla Village, situated, lying and being at Deonar Farm Road, Deonar Kurla Taluka, Mumbai Suburban District admeasuring 2371.30 anuar meters or thereabouts together with the Existing Supertures standing thereon, hereinafter referred to as the "said Property" and more particularly described in the First Schedule hereunder website Property stands in the name of the Society;
- r. The Society and the Existing Members being desirous of carrying out permissible reconstruction by demolishing the Existing Structures and constructing new multi-storied buildings in place thereof by utilizing the development potential in accordance with the Development Control Regulations, 1991 issued by Municipal Corporation of Greater Mumbai ("MCGM"), appointed Vedhas Realtors Private Ltd. as the developer;
- s. Subsequently, based on further discussions and decisions, by and under a Redevelopment Agreement dated 2nd November, 2015 executed between the said Vedhas Realtors Private Ltd. and the Society, registered with the Sub-Registrar of Assurances, Kurla under serial No.KRL5-7254-2015, hereinafter referred to as "the said Agreement", the Society granted the rights of redevelopment in respect of the said Property to the said Vedhas Realtors Private Ltd. for the consideration and upon the terms and conditions set out therein;
- t. Pursuant to the said Agreement, the Society also executed a Power of Attorney in favour of the said Vedhas Realtors Private Ltd. to do various acts, deeds, matters and things for development of the said Property and the same was registered with the Sub-Registrar of Assurances, Kurla under serial No. KRL5-7255-2015, hereinafter referred to as **"the said Power of Attorney"**:

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u. The said Vedhas Realtors Private Ltd. by its letter dated 20th June, 2017 CCC 05, 2000 of the mability to proceed with the redevelopment of the said Property and requested that they be permitted to withdraw as developers of the said Property. Accordingly, deeds of cancellation of the said Agreement have been executed between the said Vedhas Realtors Private Ltd. and the Society and the same have been duly registered with the Sub-Registrar of Assurances, Kurla vide Regn. No. KRL 5-4921-2020 dated 10.08.2020;

- v. In the meantime, Development Control and Promotion Regulations 2034 (DCIN) were issued by MCGM. The Society approached a few developers in steek others for redevelopment of the said Property by demolishing the existing Structures and constructing one or more multi-storeyed undings, hereioater referred to as the **"New Buildings"**, by utilizing the maximum article Floor Space Index ("FSI"), Fungible Compensatory FSI, Road width and Road Setback FSI/TDR and the corresponding compensatory Fungible FSI along with benefits thereof, Incentive FSI and the Transferable Development Rights FSI ("TDR-FSI") relating to and arising out of the said Property as per DCPR issued by MCGM;
- w. At the Special General Body Meetings held on 27th January, 2019 and 24th February, 2019, the Society resolved to appoint M/s. Shree Krishna Properties, the Developers herein, as the developer of the said Property as per DCPR issued by MCGM;
- x. By a Redevelopment Agreement dated 10.08.2020, registered with the Sub-Registrar of Assurances, Kurla under serial No. KRL5-4922-2020, hereinafter referred to as the "said Redevelopment Agreement", the Society and its Existing Members have granted unto and in favour of Messrs. Shree Krishna Properties, the Developers herein, the development rights to redevelop the said Property for the consideration and on the terms and conditions more particularly set out therein by demolishing the Existing Structures and constructing the New Buildings, by utilizing the maximum available FSI, Fungible Compensatory FSI, Road Width and Road Setback FSI/TDR and the corresponding compensatory Fungible FSI along with benefits thereof, Incentive FSI and the TDR-FSI relating to and arising out of the said Property as per DCPR issued by MCGM;



- y. The Developers have agreed to provide the Existing Menore in the Society 25 flats in the New Buildings, as and by way permanent alternate accommodation on ownership basis and the remaining flat 2 if the New 7029 Buildings shall belong to the Developers to be dealt with by there in success manner as they deem fit:
- z. By a Power of Attorney dated 10th August, 2020, registered with the Sub-Registrar of Assurances, Kurla under serial No. KRL-4923-2020, the Society has empowered the Developers with the authorities and powers to do all such acts, deeds, matters and things as are required to early and the redevelopment of the said Property in terms of the raid Redevelopment Agreement;
- aa. In pursuance of the said Redevelopment Agreement and by virtue of a Power of Attorney dated 10th August, 2020, the Developer and the First develop the said Property more particularly described in the First Schedule hereunder written and to construct thereon the New Building by demolishing the existing building and utilising, consuming and constructing the maximum area of FSI, Roadwidth FSI, TDR FSI, fungible compensatory FSI and Incentive FSI and all other permissible FSI in respect of the said Property and to construct the New Building thereon as per plans to be sanctioned for construction by concerned MCGM authorities and also to construct additional area in lieu of the area comprised in lieu of staircase, liftwell, and other common areas of the intended building on payment of premium to MCGM;
- bb. The Society has, on behalf of the Existing Members, reserved to itself 25 (Twenty Five) flats in the New Buildings and 39 stilt/podium/open car parkings in the New Buildings, which are therein and hereinafter referred to as **"the Members' Premises"**. The flats comprised in the Members' Premises shall be allotted to the Existing Members of the Society and the remaining flats and car parkings in the New Buildings, therein and hereinafter referred to as **"the Developers' Premises"**, will be at the disposal of the Developers and the Developers alone will be entitled to sell the same and appropriate the sale proceeds to themselves;
- cc. Pursuant to the said Redevelopment Agreement, the Developers have completed the process of development of the said Property in accordance with the DCPR issued by MCGM by utilising, consuming and constructing the maximum area of FSI, Road width FSI, TDR FSI, fungible

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dd. The Developers had appointed Mr. Ashish B. Patel, Licensed Surveyor, holding License No. P/840000092/LS. The Developers had also appointed M/s Associated Consultants as Structural Engineers for provering the structure I designs and drawings of the New Buildings. The chase mast accorded he professional supervision of the above referred and surveyor and s enstruction of the Mew Buildings; A THAT OF

The Development the construction of the New Buildings ee. being two multi-storeyed buildings, to be known as Mount Resort comprising of two wings " Tower "A" and "Tower "B". Both the towers are consisting of stilt +1st to 5th Podium and Tower "A" consisting of 3rd to 20th residential floors and Tower "B" consisting of 1st to 20th residential floors and the Developers have obtained apart from others the following sanctions / permissions for the purpose of carrying out the development of/construction of the New Buildings on the said Property:

- a. Intimation of Disapproval bearing No. CE/5681/BPES/AM/ IOD/1/New dated 23.02.2021, copy of which is annexed hereto as Annexure "A"; and
- b. Commencement Certificate bearing No. CE/5681/BPES/ AM/CC/1/New dated 31.03.2021, copy of which is annexed hereto as Annexure "B"; and
- c. Occupation Certificate bearing CE/5681/BPES/AM/ No. OCC/1/New dated 6th April, 2023, copy of which is annexed hereto as **Annexure 'B-1'**; and
- Copy of the Certificate of Title issued by Mr. K. Srinivasa Varadhan, ff. Advocate, High Court, Bombay, certifying the title of the Society to the said Property and the development rights of the Developers in respect thereof is annexed hereto as **Annexure "C"**;
- gg. The Purchasers have demanded from the Developers and the Developers have given inspection of and copies to the Purchasers of all the documents of title relating to the said Property, hereinbefore recited agreements and the plans, designs and specifications prepared by the Developers' Architects and of such other documents as are specified under the Real

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Estate (Regulation and Development) Act, 2016, here nafter reprint to the "the said Act" and the Rules made thereunder as applicable for the State of Maharashtra;

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- hh. The Purchasers having perused all the necessary documents, deeds and writings related to the title of the Developers in respect of the said Property along with all other documents as specified in the said Act, and after being fully informed and satisfied about the same, as also about the status and the plans in respect of the New Bulldings is desirous of purchasing a residential flat bearing no. 101 admeasuring the ft. carpet area or thereabouts as per RERA and difficurates balcony area totaling to 1354 sq. ft. RERA carpet frea on the first of the New Building to be known as Mount Resort tower "B" referred to as the "said flat") and have requested allotment of the same. The said flat is more particular Second Schedule hereunder written. The plan of the said flat (as approved by the concerned authority) is annexed hereto as Annexure "D". Carpet area as per RERA shall mean the net usable floor area of the said flat excluding the area covered by the external walls, areas under services shafts, exclusive balcony or veranda area and exclusive open terrace area but includes the area covered by the internal partition walls of the said flats. The Purchasers agree that the carpet area is calculated on bare shell basis, i.e., prior to application of any finishing material and is subject to tolerance of +/- 3% on account of structural design and construction variations. The Purchasers have also requested the Developers for allotment of two car parking spaces in the podium car parking in the New Buildings;
- ii. For the purpose of construction of the New Buildings, the Developers have availed of facility of loan from The Karur Vysya Bank Ltd., Mumbai and as and by way of security for the same, the Developers have mortgaged the Developers' Premises including the said flat. The said Bank has granted it's no objection to enter into these presents for sale and transfer of the said flat to the Purchasers herein vide letter dated 26.10.2023, a copy of which is annexed hereto, and
- jj. The Developers have agreed to sell to the Purchasers the said flat and also allot two car parking spaces in the podium car parking under proposed valet system in the New Buildings on the terms and conditions contained

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NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, DECLARED AND CONFIRMED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. INTERPRETATION: -

In this Agreement, unless the subject or the context or otherwise requires:

- (a) The rectals, schedules and annexures in and to this Agreement form an integral part of this Agreement and in the interpretation of this Agreement and in the rights and entitlements to the parties herein this Agreement shall be read and construed in its entire.
- (b) vice the singular shall include references to the plural and vice
- (c) References to recitals, clauses, schedules and annexures shall be reference to the recitals, clauses, schedules and annexures contained in or annexed to this Agreement (as the case may be);
- (d) Reference to a particular gender does not exclude the other gender; and
- (e) Any reference to a statutory provision shall include such statutory provision in force from time to time and as may be amended or reenacted from time to time.

2. PREMISES: -

- (a) The Developers have constructed the New Buildings on the said Property in accordance with the approved plans, specifications, designs and elevations which have been seen and approved by the Purchaser.
- (b) The Developers hereby agree, subject to the terms and conditions herein, to sell to the Purchasers and the Purchasers agree to purchase and acquire from the Developers on what is commonly known as "ownership basis" the said flat being residential flat bearing no. 101 admeasuring about 1300 sq. ft. carpet area or thereabouts as per RERA and additional 54 sq. ft. balcony area totaling to 1354 sq. ft. RERA carpet area on the first floor of the New Building to be known as Mount Resort Tower "B" at or for the consideration of Rs.4,75,00,000/- (Rupees Four Crore Seventy-Five Lakh Only) (hereinafter referred to as the "Purchase Price").

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- (c) Under the said Redevelopment Agreement it is agree 1 by and between the Society and the Developers that except 39 cm parking Prome/2029 stilt/podium/open of the New Buildings which shall be available to the Society for the purpose of allotment to the Existing Members, all the other car parking spaces shall belong to the Developers who alone shall be entitled to alienate and dispose off the same in such manner as they may deem fit and proper. Acceding to the request of the Purchasers, the Developers hereby agree to allot to the Purchasers Two car parking spaces in the podium car parking in the New Buildings which the Fut fit of shall use for parking their car only. The Purchasers act nowledges that the said flat and the car parking space referred above, subtrict to confirmation of location of the car parking space, shall be held by the Purchasers as one composite unit and the Purchaser shall not be
- (d) The Purchase Price above is a mutually negotiated price and it includes Goods and Service Tax (GST) or any other similar taxes which may be levied, with retrospective effect, now or in future in connection with the said flat up to the date hereof which shall be separately borne and paid by the Developers alone.
- (e) The Purchase Price is escalation-free, save and except increases which the Purchasers hereby agree to pay, 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 from time to time. The Developers undertake and agree that while raising a demand on the Purchasers for increase in development charges, cost / charges imposed by the competent authorities, the Developers shall enclose the said Notification / Order / Rule / Regulation to that effect along with the demand letter being issued to the Purchasers, which shall only be applicable on subsequent payments.

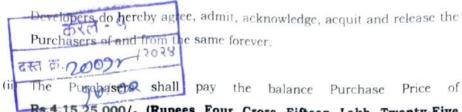
3. PAYMENT OF PURCHASE PRICE: -

(i) Out of the Purchase Price of Rs.4,75,00,000/- (Rupees Four Crore Seventy-Five Lakh Only), the Purchasers have, on or before the execution of this Agreement, paid a sum of Rs.59,75,000/- (Rupees Fifty-Nine Lakh Seventy-Five Thousand Only) towards part payment of the Purchase Price which includes a booking amount of Rs.5,00,000/-(Rupees Five Lakhs only), the payment and receipt whereof the

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Rs.4,15,25,000/- (Rupees Four Crore Fifteen Lakh Twenty-Five Thousand Only) within 45 days of the possession of the said flat being offered to the Purchasers by the Developers;

- (iii) Any default in payment of the balance Purchase Price including T.D.S. as set out hereinables on the due date, shall amount to a breach/default on the purchasers of the terms of this Agreement and the Purchasers shall be laber to pay interest to the Developers on the unpaid anyoint at the rate specified in the Rules under the said Act. In case such breach/default or the part of the Purchasers continues for a period beyout 30 days from the due date, the Developers shall terminate this Agreement PHOVIDED THAT the Developers shall, before such termination, give a 15 days' notice to the Purchasers to rectify the breach/default and should the Purchasers fail to do so within the said period of 15 days this Agreement shall stand terminated. Upon such termination and within a period of 30 days thereof, the Developers shall refund the monies paid to the Developers by the Purchasers without interest after deducting the booking amount of Rs.5,00,000/- (Rupees Five Lakh only) and the interest liabilities.
- (iv) Notwithstanding anything herein contained or any other communication addressed by the Developers to the Purchasers either prior to or after the execution of this Agreement, the Developers shall have the first lien and charge on the said flat agreed to be purchased by the Purchasers, in respect of any amount due and payable by the Purchasers to the Developers or otherwise under the terms and conditions of this Agreement.
- (v) Under no circumstances shall the Purchasers be entitled to possession of the said flat unless and until all payments required to be made under this Agreement by the Purchasers have been made to the Developers and other obligations, terms and conditions agreed by the Purchasers and mentioned in this Agreement are carried out fully by the Purchasers.
- (vi) Subject to the conditions herein contained, sale and transfer of the said flat by the Developers in favour of the Purchasers shall be complete only

after all the amounts payable by the Purchasers in technological wais Agreement are paid in full by the Purchasers to possession of the said flat is offered by the Develop

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(vii) The Purchasers shall not be liable to pay any amount other than that is stated to be payable by them in these presents.

4 **ADDITIONAL PAYMENTS: -**

- (a) The Purchasers shall, on or before taking possession of the said flat to the Developers Rs1,16,280/- (Rupees One Lakh Sinteen Thousan Two Hundred Eighty Only) towards 6 months' maintenance commencing from 30 days from the Possession Date defined he The said amount shall not carry any interest.
- (b) The Developers shall utilise the sum received as above towards of Municipal Taxes, maintenance charges and other outgoings for a period of 6 (six) months commencing from 30 days from the Possession Date (defined hereafter) in respect of the said flat. After the Purchasers are admitted as members of the Society, the Developers shall hand over the balance, if any, to the Society for the credit of the Purchasers. In the event of any additional amount becoming payable towards the Municipal Taxes, maintenance charges and other outgoings for the said period of 6 (six) months then the Purchasers shall forthwith on demand pay the difference to the Developers. After the expiry of the said period of 6 (six) months the Purchasers shall pay the outgoings as per clause 6 (c) herein below.

5. AMENITIES/FACILITIES: -

- (a) The fixtures, fittings and amenities to be provided by the Developers in the New Buildings and the said flat are those that are set out in Annexure "E" annexed hereto and the Purchasers confirm that the Developers shall not be liable to provide any other fixtures, fittings and amenities in the New Buildings and the said flat.
- (b) The Developers will hand over the warranties/guarantees in respect of the fixtures and fittings at the time of handing over possession of the said flat and the Purchasers shall directly interact with the manufacturer/service outlets for any complaints in respect thereof.

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areas and facilities appurtenant with the said flat and the nature, extent and description of such common areas and facilities is set out in the **Third Schedule** hereunder written. It is hereby agreed that the Developers have the exclusive right of allotment of terraces/ attached/part terraces and other spaces and open spaces within the said Property and in the New Buildings to one or more person/s of their choice except the common areas and facilities set out in the Third Schedule. Developers shall be entitled to declare all other areas as restricted or reserved areas and facilities including those mentioned in the **Fourth Schedule**, hereunder, written and alienate and dispose off the same in such manner as the Developers think fit and proper.

6. POSSESSION

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The and flat is ready for use and occupation and the Developers shall, (a) simultaneous upon the Purchasers making payment of the balance Purchase Price including T.D.S. as per clause 3 hereinabove, offer vacant, peaceful and physical possession of the said flat and the car parking spaces attributable thereto, together with all the amenities, fixtures, fittings, appliances etc. specified in Annexure "E" hereto. (Hereinafter referred to as the "Possession Letter"). The Possession Letter shall confirm the final carpet area of the said flat. If there is any reduction in the final carpet area below the agreed variation of 3% the Developers shall, within 45 days, refund the excess money paid by the Purchasers to the extent of such shortfall in the final carpet area below the agreed variation of 3%. If there is any increase in the final carpet area above the agreed variation of 3% the Developers shall demand and the Purchasers shall pay, along with the payment due upon the milestone of possession of the said flat, the additional amount in respect of such increase in the final carpet area above the agreed variation of 3%. The Purchasers shall, thereupon immediately undertake a final inspection of the said flat with the Developers to satisfy themselves that it conforms to the approved plans and specifications in respect thereof, and the Developers shall rectify defects, deficiencies or departures (if any) in respect thereof, and pointed out by the Purchasers during the inspection. Upon such process being completed the Purchasers shall forthwith take physical possession of the said flat and the car-parking spaces attributable to the said flat and sign appropriate confirmatory letters (in terms of a draft prepared by the Developers) confirming that they have taken possession thereof and have no complaint or objection in respect thereof. It is clarified and agreed

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It is aspress agreed that the Purchasers shall be entitled to the common

that the above process shall be completed not later than 15 day of the same is date of the Possession Letter, and the date on which the same is completed or the date of expiry of the said period of 13 days from the date of the context may so require, referred to as the "Possession Date".

- (b) On and from the Possession Date the Purchasers shall not raise any disputes or complaints in respect of the finishes, specifications and construction of the said flat or in respect of any works therein ther are alleged to have remained incomplete, or not rectified, or raide good by the Developers and the Purchasers shall not do or omit to be done anothing in the said flat and/or upon the Property, and the Nev Building whereby:
 (i) the Developers' performance of their then subsisted goblications is affected in any manner and/or (ii) the Occupation Certification have have been obtained in respect of the New Building is affected in any manner and/or (iii) any loss or damage is caused to the New Building.
- (c) As and from the Possession Date, the Purchasers shall be liable to bear and pay to the Developers the proportionate share (i.e. in proportion to the floor area of the said flat) of outgoings in respect of the said Property and the New Buildings namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, Development charges, service charges/taxes (as applicable), insurance charges and water charges and the Purchasers shall be liable to bear and pay in proportion to the number of units the common lights, salaries of clerks, bill collectors, chowkidars, sweepers, charges for maintenance and repair of lifts including car lifts (irrespective of whether the car parking is in the stilt/ podium or open) and water pumps and all other expenses necessary and incidental to the management and maintenance of the said Property and the New Buildings. Until the Society takes over the management of the New Buildings from the Developers, the Purchasers shall pay to the Developers such proportionate share of outgoings as may be determined and after the Society takes over the management of the New Buildings and the Purchasers become members of the Society, the Purchasers shall pay the said outgoings to the Society. The Purchasers further agree that till the Purchaser's share is determined the Purchasers shall pay to the Developers provisional monthly contribution of Rs.19,380/- (Rupees Nineteen Thousand Three Hundred and Eighty Only) per month towards the outgoings. Subject to the provisions of Clause 4 (a) (i.e. regarding six months' charges) the Purchasers undertake to

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pay such provisional monthly contribution and such proportionate share att of outgoings regularly on or before the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever.

7. PURCHASERS' COVENANTS: -

The Purchasers with intention to bind and bring in all persons into whosoever hands the said flat may come, doth hereby covenant with the Developers as follows:

- (a) To use the said flat only for residential purpose. The Purchasers shall not use the said flat for any non-residential use such as use for hospital, nursing home, perhological lab, health spa, beauty parlour, coaching classes gymnastum social club, entertainment centre or religious activity of other commercial activities or any illegal activity or activity that may cause nuisance to the Society.
- (b) The provided for the entrance of the New Buildings shall be used as entrance only and the Purchasers shall not use the same in any other way except for entering the New Buildings.
- (c) To use the car parking spaces only for parking cars of the Purchasers.
- (d) To maintain the said flat at Purchaser's own cost in good tenantable repair and condition from the date the possession of the said flat is taken and shall not do or suffer to be done anything in or to the New Buildings in which the said flat is situated or change, alter or make additions in or to the New Buildings in which the said flat is situated and in the said flat itself or any part thereof which may be against the rules, regulations or bye laws of concerned local or any other authority.
- (e) Not to store in the said flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the New Buildings in which the said flat is situated or storing of goods which is objected by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircases, common passages or any other structure of the New Buildings in which the said flat is situated including entrances of the New Buildings in which the said flat is situated and in case any damage is caused to the New Buildings in which the said flat is situated and in account of negligence or

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default of the Purchasers in this behalf, the Purchasers sh the consequences of the breach. att 15200) y

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- To carry at their own cost all internal repairs to the said flat and main con (\mathbf{f}) the said flat in the condition, state and order in which it was delivered by the Developers to the Purchasers and shall not do or suffer to be done anything in or to the New Buildings in which the said flat is situated or the said flat which may be against the rules and regulations and bye laws of the concerned local authority or other public authority. In the event of the Purchasers committing any act in contraventig provision, the Purchasers shall be responsible and hab consequences thereof to the concerned local authority and/o other public authority.
- Not to demolish or cause to be demolished the said flat (g)thereof, nor at any time make or cause to be made any addition or alterations of whatever nature in or to the said flat or any part thereof, nor any alterations in the elevation and outside colour scheme of the New Buildings in which the said flat is situated and shall keep the portion, sewers, drains, pipes in the said flat and appurtenances thereto in good tenantable repair and condition and in particular so as to support shelter and protect the other parts of the New Buildings in which the said flat is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs or RCC, walls or other structural members in the said flat without the prior written permission of the Developers and/or the Society.
- (h) Not to enclose the balconies/elevation project attached to the said flat.
- (i) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Property and the New Buildings in which the said flat is situated or any part thereof or whereby any increase premium shall become payable in respect of the said insurance.
- Not to throw dirt, rubbish, rags, garbage or other refuse or permit the (j) same to be thrown from the said flat in the compound or any portion of the said Property and the New Buildings in which the said flat is situated.
- (k) Not to use the refuge areas on the New Buildings for any purpose whatsoever as the same is provided as a refuge in case of fire.

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- (1) To conformed the refuge areas of the NOC issued by the Chief Ever Officer in respect of the refuge areas of the New Buildings.
- (m) To pay to the Developers within seven days of demand by the Developers their share of security deposit demanded by concerned local authority or Government for giving water, electricity or any other service connection to the New Buildings in which the said flat is situated.
- (n) To bear and pay increase in local taxes, water charges, insurance and such other levies it any, which are imposed by the concerned local authority and/or Government and/or other public authority.
- (o) Not to transfer or assign or let/license the interest in or benefit of this Agreement untikall the dues payable by the Purchasers to the Developers under this Agreement are fully paid up and even after such payment, only if the Purchasers has not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Purchasers have obtained the prior consent of Developers or the Society, as the case may be, in writing to the same.
- (p) To permit the other purchasers or member allottees of flats in the New Buildings to use and pass through the internal roads and path-ways provided on the said Property.
- (q) The Purchasers shall observe and perform all the rules, regulations and bye-laws of the Society as adopted by the Society from time to time for protection and maintenance of the New Buildings and the flats 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 Purchasers shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the said flat and the common areas and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- (r) The Purchasers shall permit the Developers and their surveyors and agents with or without workmen at all reasonable times, to enter into and

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and examine the state and condition thereof.

- (s) Not to alter or affix grills from outside the windows or at any provide affects the structure, façade, uniformity, aesthetics of the exterior and/or elevation of the New Buildings in any manner whatsoever.
- (t) To abide by the terms and conditions attached to the various sanctions / permissions / NOC / Orders set out in the Recitals herein bove and not to do any act, deed or thing in violation thereof.
- (u) To abide by the terms, conditions and stipulations/ regulations as may be prescribed or made applicable by the Developers or Government of Maharashtra or any statutory / public body or authority of respect of New Buildings.
- (v) To maintain the external elevation of the New Buildings in the same form as constructed by the Developers and shall not in any manner whatsoever and not to put up, under any circumstances, any construction or enclose the project elevation which have been permitted (approved) free of FSI in the plans already approved.
- (w) To sign from time to time, all papers and documents and to do all acts, deeds, matters and things as may be necessary from time to time, for safeguarding the interests of the Developers and of the purchasers/member allottees of other flats in the New Buildings.
- (x) Not to hang clothes, garments or any other things from the windows, grills, balconies, etc.
- (y) The Purchasers are aware that while sanctioning the plans for the New Buildings the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developers while developing the said Property and upon due observance and performance of which only, and for which the Developers have executed an Undertaking in favour of MCGM, the Completion and Occupation Certificates in respect of the New Building shall be granted by the concerned local authority and, therefore, agree and undertake not to do or omit to do anything that would affect the Completion and Occupation Certificate of the New Buildings.

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8. DEVELOPERS' COVENANTS/REPRESENTATIONS: -

The **Derotopes** have executed a Comprehensive Undertaking in favour of the Municipal Commissioner, MCGM in respect of construction of the New Buildings and the Purchasers confirm that they are aware of the same and agree to abide by the conditions, to the extent applicable to the Purchasers, mentioned therein.

- (b) The Decempers shall preserve, maintain and handover the following documentarity to the Society within 90 days of receipt of Occupation Cetafficient. The Society and its members including the Purchasers herein shall preserve and maintain the same as well as subsequent periodical structural audit reports and repair history and shall check and carry out subsequent the members of MCGM
 - i) Ownership documents
 - Copies of IOD, C.C. subsequent amendments, O.C.C. and corresponding canvas mounted plans.
 - iii) Copies of soil investigation reports.
 - iv) RCC details and canvas mounted structural drawings.
 - v) Structural Stability Certificate from Licensed Structural Engineer.
 - vi) Supervision certificate issued by the Licensed Site Supervisor
 - vii) Building completion certificate issued by Licensed Surveyor/Architect
 - viii) NOC and completion certificate issued by the C.F.O.
 - ix) Fire safety audit carried out as per the requirement of C.F.O.
- (c) The New Buildings are constructed with deficient open space. The Purchasers agree and confirm that they are aware of the same and shall not raise any objection for the same at any time in future.
- (d) The New Buildings are constructed by utilizing the maximum permissible fungible FSI including that on the Rehab component and the Purchasers agree and confirm that they are aware of the same.

9. DEVELOPERS' RIGHTS: -

It is hereby expressly agreed by and between the parties hereto that:

(a) The Purchasers acknowledge and agree that they are and shall be entitled to the said flat only as herein provided.

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- (b) The total carpet area of the said flat shall at all times consider to remain 1300 sq. ft. carpet area or thereabouts as per KERA and additional 34 sq. ft. balcony area totaling to 1354 sq. ft. RE A carper are 2000 shall have no relation whatsoever to the area of the said Proport studies ath the New Buildings.
- (c) Except in respect of the said flat hereby agreed to be acquired by the Purchasers and the car parking space allotted to the Purchasers as mentioned hereinabove, the Purchasers shall have no claim what over in any other flats or car parking spaces in the New Building on the soil Property or any part thereof. Any terrace, balcony baces, and decay domestic toilets, etc. forming a part of any of the flats shall forth a part of the respective flats/premises to which they relate on the attached, and shall be exclusively owned, held, possessed, used, accuptor abdite enjoyed (as the case may be) by the occupiers thereof. How most terrace of the New Buildings and the refuge areas thereof shall always be treated as common areas and its use shall be as regulated by the Society.
- (d) The name of the New Buildings shall be "Mount Resort" and the name of the Society shall be Mount Resort Co-operative Housing Society Limited.
- (e) The Developers shall always have the right to permanently install/display two plaques or signage each of two (2) square meters size, at the entrances and/or on the compound wall and/or on the top-most terrace of the New Buildings publicizing/promoting the name of the New Buildings and the Developers.

10. MEMBERSHIP OF THE SOCIETY: -

(a) Under the said Redevelopment Agreement, the Society has agreed to admit the prospective purchasers/allottees of the units comprised in the Developers' Premises as the members of the Society. The Developers agree that on receipt by the Developers from the Purchasers herein of the entire consideration monies and all deposits and all other amounts payable by the Purchasers hereunder and on the Purchasers complying with all their obligations herein contained, the Developers shall cause the Society to admit the Purchasers as members of the Society and the Purchasers hereby agree and undertake that they shall become members of the Society on compliance with their obligations hereunder.

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(b) The Rucchasers agree and confirm that they are aware of and have read and understood and bre-laws, rules and regulations of the Society. The purchasers begin agree and undertake that on being admitted as members of the Society, they shall be bound and liable to conform and observe the bye-laws of the Society and all other rules and regulations as may be framed by the Society from time to time.

- (c) The Purchasers herein agree and undertake that they shall under no circumstances whatsoever communicate or carry out any correspondence directly with the Supply and/or be admitted as members and/or obtain the share requificates queetly from the Society. Such communications, cheespondence etc. shall be made by the Developers alone with the Sourty.
- (d) So long as each flat/unit in the New Building shall not be separately assessed for Municipal taxes and water taxes, the Purchasers shall pay to the Developers or to the Society (after it takes over the management of the New Buildings) a proportionate share of the Municipal tax and water tax assessed on the whole building, such proportion to be determined by the Developers. In respect of any unsold premises, the Developers will pay the proportionate Municipal taxes as applicable for such unsold flats/units. The Developers will also be entitled to the refund of the Municipal taxes on account of the vacancy of the flats/units.
- (e) Until the management of the New Buildings is taken over by the Society as hereinabove mentioned, the power and authority of the Society or of the Purchasers herein and the other purchasers and allottees of the flats/premises shall be subject to the overall control of the Developers in respect of any matters concerning the New Buildings, the construction and completion thereto and all amenities pertaining to the same, in particular, the Developers shall have absolute authority and control as regards to the unsold flats/premises and the disposal thereof.
- (f) The Developers will also control the management of the New Buildings, realization of the outgoings and the disbursement of the payment to be made till the management of the New Buildings is taken over by the Society and the Purchasers along with other purchasers of flats/premises will have no objection to the same.

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- the Purchassis again that then rights in the antit the under the Agreement between shall always is subject to the beam reactions. Then, regulations and has have at the Society which the track Higgs group fronts and has agreed to also be and the Purchassis again the theory of the tycommutant on redation thereaf or any of them socied to put the turner the and interest of the Developers in the sold Property to properly of the starty and interest of the Developers in the sold Property to properly of the Society and interest of the Bulks. Regulations and the lowe of the Society and the statistical bodies and authorities
- (b) The Developers shall, it mereasary, became a member of distances in respect of misoid flats comprised in the Developers (Settines). The Developers assign and/or transfer and/or dispute off such that at the time to anybody, the assignee, transferre and/or the purchasers there is shall become the member(s) of the Bociety in respect of the and the general Purchaser and the Society will not have any objection and off the such any transfer less to admit such assignee or transferre or the the masers as the members of the Society.

11. DEFECT LIABILITY: -

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developers as per this Agreement is brought to the notice of the Developers within a period of 5 (five) years by the Purchasers from the date of handing over possession of the said flat, it shall be the duty of the Developers to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developers' failure to rectify such defects within such time, the Purchasers shall be entitled to receive appropriate compensation in the manner as provided under the said Act PROVIDED HOWEVER if such defect is due to any negligent act and/or unauthorized alteration/modification carried out by the Purchasers in the said flat and/or normal wear and tear, vagaries of nature, the Developers shall not be liable to rectify the said defect.

12. NOTICES: -

Notices to be served on the Purchaser and the Developers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Developers by Registered Post A D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Purchaser: Ms. Barkha Gupta & Mr. Nirbhay Gupta

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5A, Anushaktinagar, Mumbai, Maharashtra 400094 बसा क.20 hay111@gmail.com

Developers: - Messrs. Shree Krishna Properties Sethna Manor, 6th Floor, Plot No. 369, 6th Road Chembur, Mumbai - 400 071

(in the shreekrishnaproperties@gmail.com

15 DISPUTE RESOLUTION: -

All or any dispetus rising out or touching upon or in relation to the terms of this Agreement, including the interpretation and value of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

14. OTHER PROVISIONS: -

- (i) This Agreement contains the whole agreement between the parties in respect of the subject matter of this Agreement and shall not be modified (whether by alteration, addition or omission) otherwise than by writing duly signed by both the parties. This Agreement constitutes the entire agreement between the parties and there are no promises or assurances or representations, oral or written, express or implied other than those contained in this Agreement.
- (ii) The Purchasers hereby declares that they have gone through this Agreement and all the documents related to the said Property and has expressly understood the contents, terms and conditions of the same and the Developers have entered into this Agreement with the Purchasers relying solely on the Purchasers agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Purchasers to be observed, performed and fulfilled and complied with and therefore, the Purchasers hereby agree undertake and covenants to indemnify, save, defend and

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keep harmless at all times hereafter, the Developers and their successors and assigns from and against all costs, charges, expendence losses, damages, claims, demands, suits, actions, proceedings, prosecutions, 2029 fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them by reason or virtue of or arising out of any breach, violation, nonobservance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Purchasers.

- (iii) The terms and conditions of this Agreement shall transferee(s)/Assignee(s) from time to time of the same enforceable against all such transferees.
- (iv) Each party hereto shall from time to time upon the reaction of the other party execute any additional documents and do any other acts or things which may be reasonably required to give effect to the terms hereof.
- (v) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said flat or of the New Building or the said Property or any part hereof. The Purchasers shall have no claim of any nature whatsoever save and except in respect of the said flat hereby agreed to be sold to them and the car parking allotted to them and the right to use and enjoy the Common Amenities and Facilities as provided in this Agreement.
- (vi) Any delay tolerated or indulgence shown by the Developers in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchasers by the Developers shall not be construed as a waiver on the part of the Developers of any breach or noncompliance of any of the terms and conditions of this Agreement by the Purchasers nor shall the same in any manner prejudice the rights of the Developers.
- (vii) This Agreement shall be governed by and construed in accordance with the laws of the Republic of India, and shall be subject to the jurisdiction of the Courts of competent jurisdiction at Mumbai.

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(viii) This Agreement shall always be subject to the provisions of the said Act

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and the URules made thereunder as applicable for the State of

(ix) After the Parchasers are permitted to enter upon the said flat, if any additions or alterations in or about or relating to the said flat or the New Buildings are thereafter required to be carried out by the Government, Municipal or any Statutory Authority, the same shall be carried out by the Purchasers in co-operation with the purchasers and allottees of the other flats/units in the New Buildings at their own costs and the inot be in any manner liable or responsible for the same ny amount for the purpose aforesaid. contribute

ne wooopers we availed of the facility of 50% reduction of premium to Mammand in view thereof as per Notification No. TPS-.K.80/20/UD-13 dated 14.01.2021 and 12.02.2021 of Government of Maharashtra, the stamp duty and registration charges in respect of this Agreement shall be borne and paid by the Developers. The Purchasers shall, however, be responsible for lodging this Agreement and having the same registered and shall indemnify the Developers and shall keep the Developers indemnified at all times in respect thereof and also in respect of any penalties which may be levied with regard thereto. The Developers have informed the Purchasers that this Agreement has to be registered within 4 months of execution or within successive 4 months (on payment of requisite penalty by the Purchasers).

(xi) The Purchasers shall, at their risk and responsibility, and on a principalto-principal basis, be entitled to borrow funds from any financial institution, bank, organisation, employer and/or other persons, by creating a mortgage, charge, lien and/or other security upon the said flat and/or their right, title and interest therein. The repayment of such loans and the interest and other costs, charges and expenses thereon shall be the sole liability and responsibility of the Purchasers and the Developers and/or the Society and/or the Existing Members of the Society shall not be liable or responsible for the same. Without any liability or responsibility of the Developers, the Developers hereby grant its consent and no objection to the Purchasers for creating such mortgage, charge, lien and/or other security interests upon the said flat and/or their right, title and interest therein.

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- (sing it is abundantly made clear to the Porchasers that if the of all Rinflain S. NRI/foreign national of Indian origin, in respect acquisitions/transfer of the said flat, it shall be the att man man acquisitions/transfer of the said flat, it shall be the said flat, it shall be the said flat acquisition of the said flat, it shall be the said flat acquisition of the said flat, it shall be the said flat acquisition of the said flat, it shall be the said flat acquisition of the said flat acquis to comply with the provisions of FEMA, 1999 or statutory engals amendments thereof, and the rules and regulations of RBI or any applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of FEMA or such statutory enactments or amendments thereof and the rules and regulations of RBI or any other applicable law from time to time. The Purchasers understand and agree 1011 dament of any failure on their part to comply with the prevolution hupe/Markanol guidelines issued by RBI they alone shall be liai f to a 🕌 divelor FEMA or any other statutory modifications or re wartments (2 Developers accepts no responsibility in this regularity (f agree to indemnify and the keep the Developers indefinition harmless from any loss or damage caused to it for any reason whatsoever.
- (siii) Any provision of this Agreement which is prohibited, unenforceable or is declared or found to be inoperative, void or illegal by a court of competent jurisdiction, shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. If any such invalidity substantially affects or alters the commercial basis of this Agreement, the parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same economic or commercial effect as the original provisions and terms of this Agreement.

In Witness Whereof, the Parties have executed these presents the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO (Description of the said Property)

ALL THAT piece or parcel of freehold non-agricultural land or ground situated, lying and being to the north of Deonar Farm Road in the Revenue Village of Borla, Taluka Kurla, District Bombay Suburban, Registration Sub-District and Sub-District of Bombay city and Bombay Suburban and falling

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for assessment in M Ear Ward of Bombay Municipal Corporation and bearing Survey No.55 thissa ho 4, City Survey Number 766 (A&B) admeasuring 2836.29 analyzerds, crual to about 2371.50 square meters or thereabouts together with the Existing Structures being 13 residential row houses comprised in Building 1 (row house nos. 11,12 and 13 of ground and one / two storey structures) and Building 2 (row house nos. 1 to 10 of ground and one / two storey structures) standing thereon and bounded as follows:

On or towards the NORTH:

partly by land bearing survey No. 66 Hissa No. 4 and partly by land bearing Survey No. 66 Hissa No. 3



by land bearing No. 66 Hissa No. 5 (part)

by the proposed public road

partly by land bearing Survey No. 66 Hissa No. 11 and partly by land bearing Survey No. 66 Hissa No. 12 and delineated on a plan thereof hereto annexed and thereon shown surrounded by dark black boundary lines.

THE SECOND SCHEDULE ABOVE REFERRED TO (Description of the said flat)

ALL THAT piece or parcel of Residential Flat bearing No. 101 admeasuring about 1300 sq. ft. carpet area or thereabouts as per RERA and additional 54 sq. ft. balcony area totaling to 1354 sq. ft. RERA carpet area on the first floor in the New Building to be known as "Mount Resort Tower "B" constructed on the said Property more particularly described in the First Schedule hereinabove written together with **two** podium parking spaces under proposed valet system.

THE THIRD SCHEDULE ABOVE REFERRED TO COMMON AREAS AND FACILITES

- (i) Entrance lobby and foyer of the New Buildings
- (ii) Staircase of the New Buildings including main landing, for the purpose of ingress and egress but not for the purpose of storing or for recreation or for residence or for sleeping

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for assessment in M East Ward of Bombay Municipal Corporation and bearing Survey No.56 Hissa No 4, City Survey Number 766 (A&B) admeasuring 2836.29 square vards, equal to about 2371.50 square meters or thereabouts together with the Existing Structures being 13 residential row houses comprised in Building 1 (row house nos. 11,12 and 13 of ground and one / two storey structures) and Building 2 (row house nos. 1 to 10 of ground and one / two storey structures) standing thereon and bounded as follows:

On or towards the NORTH:

On or towards the SOUTH: On or towards the EAST: On or towards the WEST: partly by land bearing survey No. 66 Hissa No. 4 and partly by land bearing Survey No. 66 Hissa No. 3

by land bearing No. 66 Hissa No. 5 (part)

by the proposed public road

partly by land bearing Survey No. 66 Hissa No. 11 and partly by land bearing Survey No. 66 Hissa No. 12 and delineated on a plan thereof hereto annexed and thereon shown surrounded by dark black boundary lines.

THE SECOND SCHEDULE ABOVE REFERRED TO (Description of the said flat)

ALL THAT piece or parcel of Residential Flat bearing No. 101 admeasuring about 1300 sq. ft. carpet area or thereabouts as per RERA and additional 54 sq. ft. balcony area totaling to 1354 sq. ft. RERA carpet area on the first floor in the New Building to be known as "Mount Resort Tower "B" constructed on the said Property more particularly described in the First Schedule hereinabove written together with two podium parking spaces under proposed valet system.

THE THIRD SCHEDULE ABOVE REFERRED TO COMMON AREAS AND FACILITES

- (i) Entrance lobby and foyer of the New Buildings
- Staircase of the New Buildings including main landing, for the purpose of ingress and egress but not for the purpose of storing or for recreation or for residence or for sleeping



(iii) The landing is limited for the use of the residents of the flats located an that particular floor and for visitors thereto but is detto of > access for reaching the other floors, available to all resident

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- (iv) Electric meters and water meter/s connected to common connections, pump set etc.
- (v) Overhead water tanks and one number of underground water tank of adequate capacity with water pumps connected with overhead water tanks
- (vi) Security cabins
- (vii) Common servant's toilets
- (viii) Visitors' car parking spaces in the New Buildings
- (ix) Common Terrace above the topmost floor of the areas/R.G. floor above the 5th floor and refuge ar
- Gymnasium and other recreational areas the us (X) subject to the rules/regulations/bye-laws of the Societ
- (xi) Elevators including Car Lifts

THE FOURTH SCHEDULE ABOVE REFERRED TO **RESTRICTED AREAS AND FACILITIES**

- Any pocket terrace/balcony spaces forming part of any flats shall be (i) appurtenant to the respective flats to which they relate or are attached and shall be exclusively owned, held, possessed, used, occupied and/or enjoyed (as the case may be) by the owner/occupier thereof
- The stilt/podium/open Car Parkings shall be for the exclusive use of (ii) the owners/occupants of the flats for which they are allotted and shall remain attached to the flats to which they are allotted.

SIGNED AND DELIVERED by the withinnamed "Developers" **Messrs. Shree Krishna Properties** through its Partner





(Mr. Sundeep Anand Jagasia) LH Thumb Impression & Signature

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(1) MS. BARKHA GUPTA



Bouldy Carple

Signature and L.H. Thumb impression

SIGNED AND DELIVERED by the withinnamed "Purchasers" (2) MR. NIRBHAY GUPTA



Signature and L.H. Thumb impression

In the presence of: -



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RECEIPT

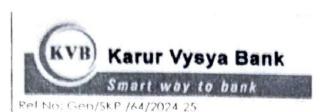
REVERVER of and from the within named Prochasers the sum of Re39,75,000/- (Repres Fifty-Nine Lakh Seventy-Five Thousand Only) innorths part partment of Prochase Proce as per clause 3(a) (Correlation on per densits becaude ONCI - G

81. No.	Cheque No./RTOS	Date	Amount (Rs.)	Brand on 00 97 12028 381 02	
	Wites	AN 18 XI.M	30,000	State Bank of India, Mumbai	
2	1MI178	31.05.0024	4.597.090	State Bank of India, Mumbai	
3	Chevyan 1945 027:504	06.07.2024	80,00,000/	State Bank of India, Vikram Sarabhai Bhavan, Anushaktinagar, Mumbai	
4	TIDS	28.07.2024	4.75,000		
		Total	59,75,000/-		

We say received.

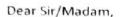
For Shree Krishna Properties

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To M/s Shree Krishna Properties, 6, 369, Sethna Manor, 6th Road, Chembur, Mumbai- 400071

करल - ५ दस्त क. 2000 /२०२४ porate Busipess 151 loor. Gayathan 954. Appasaheb Marathe Mara Prabhadevi. Mumbai 400 025. Email: cbumumboi@kvbmail.com Date: 03 07 2024



<u>Sub:</u> Closure of your Term Loan Account maintained with our bank <u>Ref:</u> Our Sanction / Permission Ref:

1) C-1/2132/SKP/203/2021-22 dated 29/09/2021

2) C-1/2132/SJPL/222/2021-22 dated 22/10/2021 (Addendum to Sanction Letter)

With reference to the above, we hereby confirm that Term Loan availed by the Company with our Chembur Branch, Mumbai bearing account No. 2112716000000011 stands closed in our books as on below mentioned date and there are no dues against the said account with us.

Account No.	Limit	Disbursed Date	Closure Date
2112716000000011	Rs.30.00 Crores	08/12/2021	31/05/2024

We have no objection in release of our charge with CERSAI.

This certificate has been issued under the specific request of the company.

MEDMUS

Relationship Manager



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31/02



Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT FORM 'C' [See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under pro-P51800029531

Project: MOUNT RESORT, Plot Bearing / CTS / Survey / Final Plot No. CTS NO 766 A Suburban, 400088;

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

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

- The Registration shall be valid for a period commencing from 04/06/2021 and ending with 31/03/2024 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
- · The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- That the promoter shall take all the pending approvals from the competent authorities
- 3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

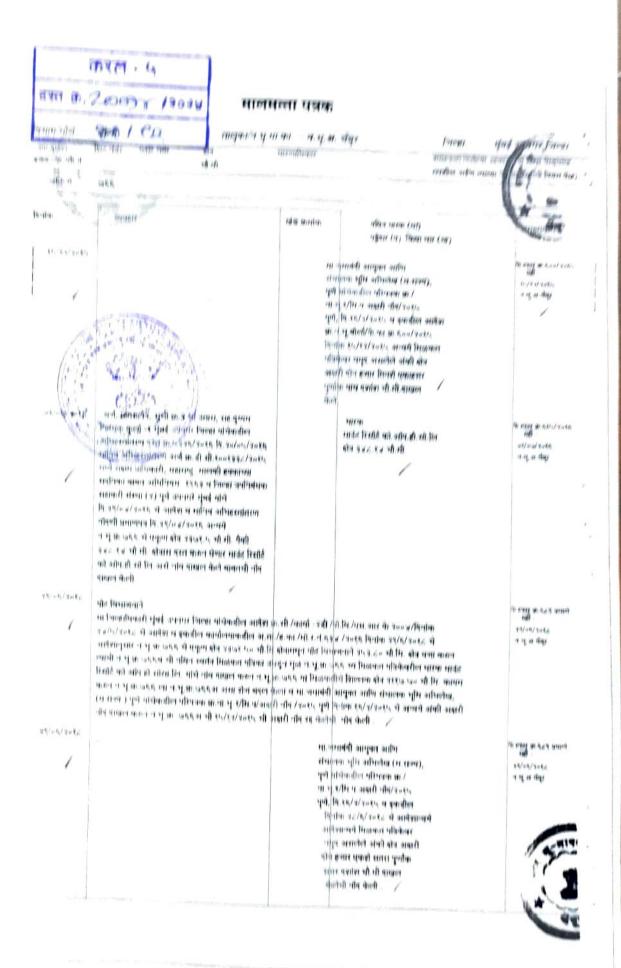
Signature valid Digitally Signed by Dr. Vas emanand Prabhu MahaRERA) Date:04 6-2021 16:37:35

Dated: 04/06/2021 Place: Mumbai

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



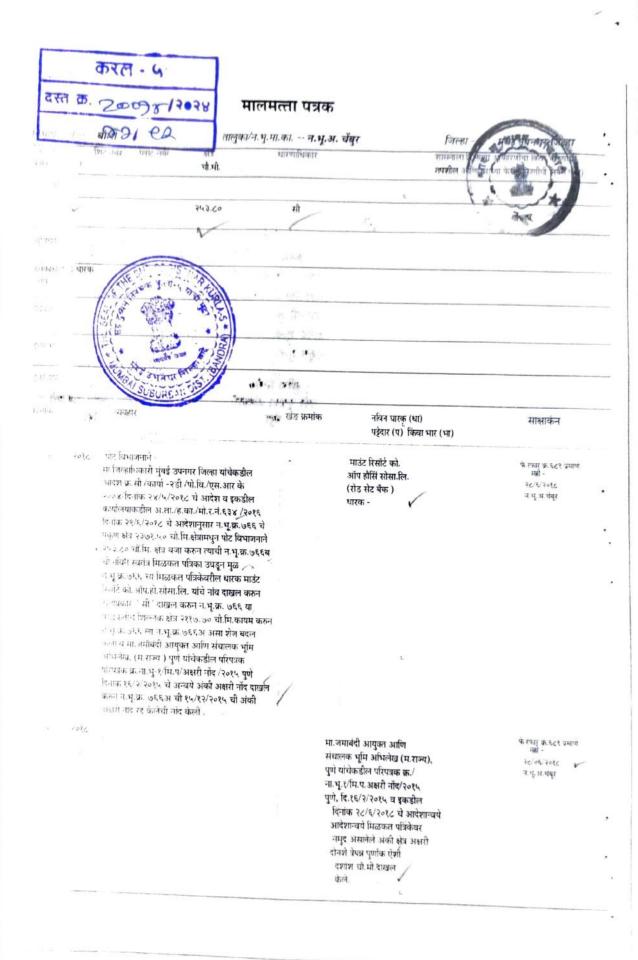
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न.भू.अ. चेंबुर मुंबई उपनगर जिल्हा



Arnerm D 12024 346 in replying please quote No Form and date of this letter 88 UNICIPAL CORPORATION OF GREATER MUMBA Intimation of Disapproval under Section 346 of the Mumbai Mu amended up to date. No. CE/5681/BPES/AM/IOD/1/New MEMORANDUM

To,

Shri. Sundeep Anand Jagasia Partner of M/s. Shree Krishna Properties CA to Mount Resort CHS Ltd

Sethna Manor, 6th floor, plot no. 369, 6th road, chembur Mumbai-400 071

With reference to your Notice 337 (New), letter No. 8641 dated. 24/8/2020 and the plans, Sections Specifications and description and further particulars and details of your buildings at Proposed Redevelopment of the existing buildings on plot bearing C.T.S.766 (A & B) of village Borla, Deonar Farm Road at chembur, Mumbai – 400088766(A & B) furnished to me under your letter, dated 24/8/2020. 1 have to inform you that, I cannot approve of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Mumbai Municipal Corporation Act as amended up to-date, my disapproval by reasons thereof :-

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

- That the Janata Insurance Policy shall not be submitted.
- 2 That the bore well shall not be constructed in consultation with H.E.
- 3 That the Board shall not be displayed showing details of proposed work, name of owner, developer, architect, R.C.C. consultant etc.
- 4 That the necessary deposit for hoarding or the flex of size m to m for the advertisement of proposal shall not be made by you.
- 5 That the work shall not be carried out only between 6.00 am to 10.00 pm as per circular u/ne. ChE/DP/7749/Gen dt 07.06.2016.
- 6 That the structure/building proposed to be demolished shall not be demolished by the developer/owner, by following the guidelines proposed in the IS code 4130:1991 amended up to date in respect of Demolition of Building-Code of Safety under the supervision of approved structural Engineer duly registered with MCGM.
- 7 That the NOC from S.W.M. Department shall not be obtained in view of order of Hon'ble Supreme Court of India dated 15/03/2018(SLP Civil NoD-23708of 2017), for disposal of C & D waste.

Page 1 of 10 On 23-Feb-2021

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- 8 That all the requisite documents as per Ease of Doing Business Manual shall not be submitted.
- 9 ... That the submitted

10. That the replaced undertaking from owner stating that they will hand over the excess parking spaces to access the excess parking spaces to access the excess parking spaces.

that the two and were arbage shall not be separated and the wet garbage generated in the building shall input treated separately on the same plot by the residents/ occupants of the building in the jurisdiction of M.C.G.M. The necessary condition in Sale Agreement to that effect shall not be incorporated by the perceloper/ Owner.

- 12 That the mobile follet shall be provided at the site during the construction for labours.
- 13 What the payment apper schedule of installment granted by Dy.Ch.E.(B.P.)E.S. shall be made.

B: FOR LANDUR CAMP / TEMPORARY SHED

- 1 That, the exact location of the Temporary Shed /Labour Camp at the premises situated at shall not be shown in the accompanying sketch of the proposed temporary shed/labour camp.
- 2 That, the material for side and top covering used for the Temporary Shed/Labour Camp shall not be either tarpaulin of G.I. Sheets.
- 3 That this Temporary Shed /Labour Camp shall not be constructed in such a manner that the same can be easily removed after the expiry of the temporary permission
- 4 That you shall do any sort to pucca or permanent construction of any nature on this temporary permission.
- 5 That the temporary shed shall not be constructed to the approved size and measurement and shall exceed the permitted area
- 6 That you shall not pay the sum of Rs. (in Words Rs.) as a security deposit which may be forfeited in the extent of your failure to comply with any of the condition mentioned herein.
- 7 That you shall not pay the sum of Rs. (In Words Rs.) as deposit covering the charges for the removal of temporary shed at your risk and cost if you fail to remove the shed on or before the date of expiry of the temporary permission
- 8 That the permission shall not effective upto completion of the project.
- 9 That you shall not intimate the Municipal authorities in writing immediately after the shed is removed by you on before the expiry date
- 10 That in case of your failure to remove the Temporary Shed /Labour Camp on or before the date of expiry, you will not allow Municipal authorities to remove the same at your risk and cost without notice and you will not allow the demolition charges to be recovered from the deposit paid for this purpose and the security deposit paid by you to be forfeited
- 11 That you shall not pay fees at the rate of the Rs. /-per 10 Sq. Mts. Area for the structure for the entire monsoon period or part thereof.
- 12 That you shall not pay the fees for the structure for the whole monsoon period or part thereof and soon.

C: CONDITIONS TO BE COMPLIED BEFORE FURTHER C.C

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No. CE/5681/BPES/AM/IOD/1/New

- 1 That the plinth/stilt height shall not be got checked by this office staff.
- 2 All the payments as intimated by various departments of MCGM shall not be paid
- 3 That the amended Remarks of concerned authorities/empanelled consultants in the plans submitted for remarks, shall not be submitted for the plans submitted for remarks, shall not be submitted for the plans submitted for c)Water Works d) Tree authority e) Hydraulic Engineer f) PCO g) NOC from cleanic Supply C, h)Assessment.
- 4 That the Material testing report shall not be submitted.
- 5 That the yearly progress report of the work will not be submitted by the
- 6 That the Civil Aviation NOC from A.A.I. shall not be submitted.

D: GENERAL CONDITIONS TO BE COMPLIED BEFORE O.C

- 1 That Society Office permissible as per DCPR for the building under reference should be ructed asking before occupation
- 2 That Fitness Centre permissible as per DCPR for the building under reference shall not be constructed asking before occupation
- 3 That the dust bin will not be provided
- 4 That 3.00 mt. wide paved pathway upto staircase will not be provided.
- 5 That the open spaces as per approval, parking spaces and terrace will not be kept open
- 6 That the name plate/board showing Plot No., Name of the Bldg. etc. will not be displayed at a prominent place
- 7 That carriage entrance shall not be provided as per design of registered structural engineer and carriage entrance fee shall not be paid.
- 8 That terraces, sanitary blocks, nahanis in kitchen will not be made Water proof and same will not be provided by method of pounding and all sanitary connections will not be leak proof and smoke test will not be done in presence of licensed plumber.
- 9 That final N.O.C. from concerned authorities / empanelled consultants for :- a) S.W.D. b) Sewerage c)Water Works d) CFO / Fire Fighting Provisions e) Tree authority f) Hydraulic Engineer g) Assessment shall not be submitted before occupation.
- 10 That Structural Engineer's laminated final Stability Certificate along with upto date License copy and R.C.C. design canvas plan shall not be submitted
- 11 That plans shall not be submitted along with Notice of Completion of work u/sec. 353A of M.M.C. Act for work completed on site.
- 12 That Site Supervisor certificate for quality of work and completion of the work shall not be submitted in prescribed format.
- 13 That the topmost elevation level of the building certified by Airport Authority of India mentioning that the height of the building is within the permissible limits of Civil Aviation N.O.C. shall not be submitted before O.C.C.
- 14 That completion certificate from the rain water harvesting consultant for effective completion and functioning of RWH system shall not be submitted and quantum of rain water harvested from the RWH

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- That the plinth/stilt height shall not be got checked by this office staff.
- 2 All the payments as intimated by various departments of MCGM shall not be paid
- 3 That the amended Remarks of concerned authorities/empanelled consultants for the approved plan, if differing from the plans submitted for remarks, shall not be submitted for c)Water Works d) Tree authority e) Hydraulic Engineer f) PCO g) NOC from Electric Supply Campaign h)Assessment.
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Page 3 of 10 On 23-Feb-2021

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completed scheme on site shall not to be uploaded on RWH tab in online Auto DCR system

15 That the Vermiculture bins for disposal of wet waste as per the design and specification of Organization/Individuals specialized in this field, as per the list furnished by solid waste management dept. of MCGM shall not be provided to the satisfaction of Municipal Commissioner.



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Subject to your so modifying your intention as to obviate the before mentioned objection and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at any time before the 22 February day of 2022 but not so as to contrivance any of the provision of the said Act, as amended as aforesald or any fulle, egulations or pye-law made under that Act at the time In force. 3 Orsapproval

Your attention is drawn to the Special Instructions and Note accompanying this Intima

Executive Engineer, Building Proposals, Wards. Zone.

SPECIAL INSTRUCTIONS

1. THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.

- 2. Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Mumbai has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.
- 3. Under Byelaw, No. 8 of the Commissioner has fixed the following levels :-

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

- a) Not less than, 2 feet (60 cms.) above the center of the adjoining street at the nearest point at which the drain from such building can be connected with the sewer than existing or thereafter to be- laid in such street
- b) Not less than 2 feet (60 cms.) Above every portion of the ground within 5 feet (160 cms.)-of such building.
- c) Not less than 92 ft. ([!TownHall]) above Town Hall Datum.
- 4. Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion on occupation is detected by the Assessor and Collector's Department.
- 5. Your attention if further drawn to the provision of Section 353-A about the necessary of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to grant a permission before occupation and to leavy penalty for non-compliance under Section 471 if necessary
- 6. Proposed date of commencement of work should be communicated as per requirements of Section 347 (1) (aa) of the Bombay Municipal Corporation Act.
- 7. One more copy of the block plan should be submitted for the Collector, Mumbai Suburbs District.
- 8. Necessary permission for Non-agricultural use of the land shall be obtained from the Collector Mumbai Suburban District

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before the work's statted. The Non-agricultural assessment shall be paid at the site that may be fixed by the Collector, under the Land Revenue Code and Rules there under.

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



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NOTES

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

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

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- 22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first starting the work.
- 23) In case of additional floor no work should be start or during monsoon which will same arise water leakage and consequent nuisance to the tenants staying on the floor below.

24) The bottom of the over head storage work above the finished level of the terrace that Mt.and not more than 1.80 mt.

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

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MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No CE/5681/BPES/AM/FCC/8/Amend

COMMENCEMENT CERTIFICATE

To.

Shri. Sundeep Anand Jagasia Partner of M/s. Shree Krishna Properties CA to Mount Resort CHS Ltd Sethna Manor, 6th floor, plot no. 369, 6th road, chembur Mumbai-400 071



Sir.

With reference to your application No. CE/5681/BPES/AM/FCC/8/Amend Development Permission and grant of Commencement Certificate under Section 44 & Original and Town Planning Act, 1966, to carry out development and building permission under 337 (New) dated 24 Aug 2020 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. 766 C.T.S. No. 766(A & B) Division / Village / Town Planning Scheme No. BORLA-E situated at Deonar Farm Road Road / Street in M/E Ward Ward.

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

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

The Municipal Commissioner has appointed Shri. Asst.Engineer Bldg Proposal "M"ward Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

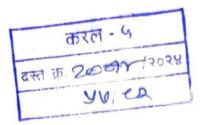
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C.C. Le to top of Stilt SI	ab level as per approved IOD	plan dt.23/02/202		
SUBURE			Approved By	
250			Executive Engineer BP ES-I	
	1. F	1997	Executive Engineer	
Issue On : 08 Jun 2021	Valid Upto :	07 Jun 2022	-)	
Application Number :	CE/5681/BPES/AM/	CC/1/Amend		
Remark :				
C.C. Re-endorsed up to per amended plan dated	o top of Stilt Slab level of Tow 1 04/06/2021 . The C.C. shall	er 'A' and C.C. up valid up to 30 Marc	to top of Stilt Slab level of Tower 'B' as ch 2022.	
			Approved By	
			Executive Engineer BP ES-I	
			Executive Engineer	
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Issue On : 29 Jul 2021	Valid Upto :	28 Jul 2022		
Application Number :	CE/5681/BPES/AM/	FCC/5/Amend		
Remark				
Further C.C. for Tower ' floor (as per instalment	B' up to 5th floor and for Towe policy), as per approved Amer	er 'A' up to 14th up nded plans dtd.04/	per floor, restricting C.C.of 15th 06/2021	
			Approved By	
		Ass	istant Engineer Bldg Proposal M ward	
			Assistant Engineer (BP)	
CE/5681/BPES/AM/FCC/8	I/Amend		Page 2 of 4 On 19-Jul-2022	

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Issue On : 06 Dec 2021	Valid Upto	05 Dec 2022	
Application Number :	CE/5681/BPES/AM/	FCC/6/Amend	
Remark			HE ST STORE
Further C.C. upto 14th upper Tower B, restricting C.C. of 9 dtd.18/08/2021is granted, as	oth floor for Tower B (as p	15th floor for Tower A and C. u er instalment policy), as per appre- Appro- Assistant Engineer	orio 810 upper lice Cur wed saterided plane oved Saterided plane store Proposation we Proposation we
		Assistant	CONTRACTOR OF CONTRACTOR
Issue On : 14 Feb 2022	Valid Upto :	13 Feb 2023	
Application Number :	CE/5681/BPES/AM/	FCC/7/Amend	
Remark	AL AND		
Further C.C. upto 17th (Part) floor of Tower B as per appro	, restricting the C.C. of fla oved Amended plans dtd.	it no. 2 of 17th floor of Tower A an 27/12/2021.	d C.C. upto 20th upper
Further C.C. upto 17th (Part) floor of Tower B as per appro	, restricting the C.C. of fla oved Amended plans dtd.	27/12/2021.	d C.C. upto 20th upper ved By
Further C.C. upto 17th (Part) floor of Tower B as per appro	, restricting the C.C. of fla oved Amended plans dtd.	27/12/2021. Appro	
Further C.C. upto 17th (Part) floor of Tower B as per appro	, restricting the C.C. of fla oved Amended plans dtd.	27/12/2021. Appro Assistant Engineer E	ved By
floor of Tower B as per appro	ved Amended plans dtd.	27/12/2021. Appro Assistant Engineer E	ved By Bidg Proposal M ward
floor of Tower B as per appro	oved Amended plans dtd.	27/12/2021. Appro Assistant Engineer E Assistant E 30 Mar 2023	ved By Bidg Proposal M ward
Further C.C. upto 17th (Part) floor of Tower B as per appro Issue On : 19 Jul 2022 Application Number : Remark :	Valid Upto :	27/12/2021. Appro Assistant Engineer E Assistant E 30 Mar 2023	ved By Bidg Proposal M ward

CE/5681/BPES/AM/FCC/8/Amend

Page 3 of 4 On 19-Jul-2022







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

Assistant Engineer . Building Proposal Eastern Suburb M/E Ward Ward

CE/5681/BPES/AM/FCC/8/Amend

Page 4 of 4 On 19-Jul-2022

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BRIHANMUMBAI MUNICIPAL CORPORATION ANNEXURE 20 & 22

OCCUPATION CUM BUILDING COMPLETION CERTIFICATE UNDER REG. 11(6) OF DCPR 2031 ADD 1911 OCCUPATION UNDER REG. 11(7) /11(8) OF DCPR 2034

[CE/5681/BPES/AM/OCC/1/New of 06 April 2023]

To, Shri. Sundeep Anand Jagasia Partner of M/s. Shree Krishna Properties CA to Mount I Sethna Manor, 6th floor, plot no. 369, 6th road, chembur Mumbai-400 071.

Dear Applicant,

The Full development work of Residential building comprising of Tower 'A' comprising of Still 'PH, for Parking & down d (Pt) + 1st to 2nd podium + 3rd to 5th podium & (Pt.) for Residential user + 6th floor podium to EUPpart Sector fall user + 7th to 20th upper floors and Tower 'B' comprising of Still (Pt) for Parking & Ground (Pt) for utility sources + 1st to 5th podium & (Pt.) for Residential user + 6th floor podium top & (Pt.) residential + 7th to 20th upper floors for residential user on plot bearing CTS No. 766(A & B) of village BORLA-E at Borla, Deonar Farm Road is completed under the supervision of Shri. Ashish Bhagwandas Patel , Licensed Surveyor , Lic. No. P/840000092/LS , Shri. Vikas V. Gokhale , Structural Engineer, Lic. No. STR/G/42 and Shri. Mr. Ujas Narshi Patel , Site Supervisor, Lic.No. Grade I:840010391 and as per development completion certificate submitted by Licensed Surveyor and as per completion certificate issued by Chief Fire Officer u/no. CE/5681/BPES/AM-CFO/1/New dated 23 March 2023 . The same may be occupied and completion certificates submitted as sighted above are hereby accepted.

. Copy To :

- Asstt. Commissioner, M/E Ward
 A.A. & C., M/E Ward
 EE (V), Eastern Suburb
- 4. M.I. , M/E Ward
- 5. A.E.W.W. , M/E Ward

6. Licensed Surveyor, Ashish Bhagwandas Patel, 1301-1302, Vijayshree, PLot No 85, St Anthony Road, Chembur, For information please

nnumbai M

Digitality signed by SUHAS VASANT NEMANE Date 06 Apr 2023 19:09:38 Organization Brihanmumbel Municipel Corporation Designation Executive Engineer

Yours faithfully Executive Engineer (Building Proposal) Brihanmumbal Municipal Corporation

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M/E Ward

Page 1 of 1 On 06-Apr-2023

CE/5681/BPES/AM/OCC/1/New



Advocate, High Court, Bombay

505, "The Central", Near Railway Crossing, Chembur, Mumbai - 400071. Mobile : +91 98205 61308 • Email : ksvaradhan63@gmail.com



TITLE CERTIFICATE

ALL THAT piece or parcel of freehold non-agricultural land or ground situated, lying and being to the north of Deonar Farm Road in the Revenue Village of Borla, District Suburban, Bombay Taluka Kurla. Registration Sub-District and Sub-District of Bombay city and Bombay Suburban and falling for assessment in M East Ward of Bombay Municipal Corporation and bearing Survey No 66, Hissa No 4, City Survey Number 766 admeasuring 2836.29 square yards, equal to about 2371.50 square meters or thereabouts together with the Existing Structures standing thereon

THIS IS TO CERTIFY THAT I have investigated the title in respect of the property above referred to and I have to state as follows:-

1. By diverse mesne acts and devolutions (1) Mr. Nagesh Waman Patil, (2) Mr. Amarnath Waman Patil and (3) Mr. Yeshawant Waman Patil became absolutely seized and possessed of or otherwise well and sufficiently entitled to, inter alia, all that piece or parcel of freehold non-agricultural land or ground situated, lying and being to the north of Deonar Farm Road in the Revenue Village of Borla, Taluka Kurla, District Bombay Suburban, Registration Sub-District and Sub-District of Bombay city and Bombay Suburban and falling for assessment in M East Ward of Bombay Municipal



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Corporation and bearing Survey No 66, Hissa No 4, City Survey Number 766 admeasuring 2420 square yards, equal to about 2023.36 square meters or thereabouts, hereinafter referred to as the **"said Plot"**.

By and under a Conveyance Deed dated 29th April, 1946 executed between the said (1) Mr. Nage h Waman Patil, (2) Mr. Amarnath Waman Patil and (3) Mr. Yeshawant Waman Patil as the Vendors and one Mr. Fatehdin Alamdin as the Purchaser and registered with the Sub-Registrar of Bombay under Sr. No. 2046 of 1946, the said Mr. Fatehdin Alamdin purchased and acquired the right, title and interest in the said Plot at or for the price and on the terms and conditions set out in the said Conveyance Deed dated 29th April, 1946.

- 3. By an Agreement for Sale dated 11th May, 1964 executed between the said Mr. Fatehdin Alamdin as the Vendor and one Mr. P. Saran as the Purchaser, the said Mr. P. Saran had agreed to purchase and acquire the right, title and interest in the said Plot at for the price and on the terms and conditions set out in the said Agreement for Sale dated 11th May, 1964.
- 4. By and under an Indenture dated 26th April, 1974 executed between the said Mr. Fatehdin Alamdin as the Vendor and the said Mr. P. Saran as the Confirming Party and one Mr. N.G.K. Pillay as the Purchaser and registered with the Sub-Registrar of Bombay under Sr. No. 1647 of 1974, the said Mr. N.G.K. Pillay, with the confirmation and consent of the Confirming Party, purchased and acquired the right, title and interest in the said Plot at or for the price and on the terms and conditions set out in the said Indenture dated 26th April, 1974.

5. By an Agreement for Sale dated 18th July, 1980 executed between the said Mr. N.G.K. Pillay as the Vendor and one Mr. Subhash R. Runwal, the Chief Promoter of Mount Resort Co-operative Housing Society Ltd., a co-operative housing society duly registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 bearing Registration No. BOM/HSG/8826/L& M/1981 and having its Registered Office at Mount Resort, Deonar Farm Road, Deonar, Mumbai 400088, hereinafter referred to as "the Society", as the Purchaser, the said Mr. Subhash R. Runwal had



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agreed to purchase and acquire the right, title and interest in the price and on the terms and conditions set out in the said A 18th July, 1980.

- 6. By and under an Indenture dated 26th October, 1982 executive between the said Mrs. N.G.K. Pillay as the Vendor and the Society as the Purchaser of Sub-Registrar of Bombay under Sr. No. 3894 of 1982, the Society and indenture dated 26th October, 1982.
- The Society constructed thirteen (13) residential row houses ("Existing Structures") on the said Plot and allotted them to various purchasers and issued to them shares in the Society.
- 8. Upon an application of the Society for deemed conveyance of an area admeasuring 348.14 sq. mtrs. forming part of Survey No. 66, Hissa No. 4 and CTS No. 766 unto and in favour of the Society, by order dated 6th November, 2015, the Competent Authority cum District Sub-Registrar of Cooperative Societies (2) Eastern Suburbs, Mumbai was pleased to issue Deemed Conveyance Registration Certificate in respect of the said area admeasuring 348.14 sq. mtrs. forming part of Survey No. 66, Hissa No. 4 and CTS No. 766 unto and in favour of the Society.
- 9. Pursuant to the aforesaid Deemed Conveyance Registration Certificate, by and under Deed of Conveyance dated 29th January, 2016, executed between the legal heirs of the said Mr. Fatehdin Alamdin and the said Mr. N.G.K. Pillay through Competent Authority cum District Sub-Registrar of Cooperative Societies (2) Eastern Suburbs, Mumbai and the Society and registered with Sub-Registrar of Assurances, Kurla under sl. No. 5326 of 2016 the said area admeasuring 348.14 sq. mtrs. forming part of Survey No. 66, Hissa No. 4 and CTS No. 766 was conveyed unto and in favour of the Society.

10. The legal heirs of the said Mr. Fatehdin Alamdin filed a Writ Petition being Writ Petition No. 1578 of 2016 before the Hon'ble High Court, Bombay challenging the



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aforesaid order dated 6th November, 2015 of the Competent Authority cum District Sub-Registrar of Cooperative Societies (2) Eastern Suburbs, Mumbai. By order dated 14th March, 2016, the Hon'ble High Court, Bombay was pleased to allow the said Writ Petition No. 1578 of 2016 whereby the Hon'ble High Court, Bombay quashed and set and the aforesaid order dated 6th November, 2015 and remanded the matter back to the Courter and Authority cum District Sub-Registrar of Cooperative Societies (2) Eastern Subarbs, Mumbai, to decide on the application of the Society for deemed conveyance of the said area admeasuring 348.14 sq. mtrs. forming part of Survey No. 66, Hissa No. 4 and CTS No. 766 unto and in favour of the Society.

After hearing all the parties on the remand of the matter pursuant to the order dated 229th April 2016 read with Corrigendum dated 12th May, 2016, the Competent Authority cum District Sub-Registrar of Cooperative Societies (2) Eastern Suburbs, Mumbai was pleased to issue Deemed Conveyance Registration Certificate in respect of the said area admeasuring 348.14 sq. mtrs. forming part of Survey No. 66, Hissa No. 4 and CTS No. 766 unto and in favour of the Society.

- 12. In view of the Deed of Conveyance having already been executed and registered as aforestated, no fresh Deed of Conveyance was executed and/or registered pursuant to the aforestated Deemed Conveyance Registration Certificate dated 29th April, 2016.
- 13. The legal heirs of the said Mr. Fatehdin Alamdin had filed a further Writ Petition being Writ Petition No. 5753 of 2017 before the Hon'ble High Court, Bombay challenging the aforesaid order dated 29th April, 2016 passed by the Competent Authority cum District Sub-Registrar of Cooperative Societies (2) Eastern Suburbs, Mumbai, issuing Deemed Conveyance Registration Certificate in respect of the said area admeasuring 348.14 sq. mtrs. forming part of Survey No. 66, Hissa No. 4 and CTS No. 766 unto and in favour of the Society. The Society has resolved the disputes with the Petitioners in the said Writ Petition out of court and the Petitioners in the said Writ Petition have unconditionally withdrawn the said Writ Petition as per the Order dated 30/01/2020 passed by the Hon'ble High Court, Bombay in the said Writ Petition. In view of the withdrawal of the said Writ Petition, there is no challenge to the execution and registration of the Deed of Conveyance dated 29th January, 2016 as per the aforesaid



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order of the Competent Authority cum District Sub-Registrar of Cooperative Societies (2) Eastern Suburbs, Mumbai, dated 6th November, 2015 conveying The Subarties admeasuring 348.14 sq. mtrs. forming part of Survey No. 66, Hisser To, Junid CTS 10 766 unto and in favour of the Society. The Society has also paid the competition (2) be paid by the Society to the Petitioners in the said Writ Petition as per the and out of court settlement.

14. Thus the Society is the owner of and absolutely seized and power of and absolutely seized and power of and sufficiently entitled to all that piece or parcel of land being at Deonar Farm Road, Deonar, Kurla Taluka, Mumbai Suburban District admeasuring 2371.50 square meters or thereabouts together with the Existing Structures standing thereon, hereinafter referred to as the "said Property" and more particularly described in the Schedule hereunder written. The said Property stands in the name of the Society.

15. The Society and the Existing Members being desirous of carrying out permissible reconstruction by demolishing the Existing Structures and constructing new multistoried buildings in place thereof by utilizing the development potential in accordance with the Development Control Regulations, 1991 issued by Municipal Corporation of Greater Mumbai ("MCGM"), appointed Vedhas Realtors Private Ltd. as the developer.

16. Subsequently, based on further discussions and decisions, by and under a Redevelopment Agreement dated 2nd November, 2015 executed between the said Vedhas Realtors Private Ltd. and the Society, registered with the Sub-Registrar of Assurances, Kurla under serial No. KRL5-7254-2015, hereinafter referred to as "the said Agreement", the Society granted the rights of redevelopment in respect of the said Property to the said Vedhas Realtors Private Ltd. for the consideration and upon the terms and conditions set out therein.

17.Pursuant to the said Agreement, the Society also executed a Power of Attorney in favour of the said Vedhas Realtors Private Ltd. to do various acts, deeds, matters and things for development of the said Property and the same was registered with the Sub-



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> Registrar of Assurances, Kurla under serial No. KRL5-7255-2015, hereinafter referred to as "the said Power of Attorney".

The and Vedhas Realtors Private Ltd. by its letter dated 20th June, 2017 expressed their malney to proceed with the redevelopment of the said Property and requested that they bear mitted to withdraw as developers of the said Property. Accordingly, decits of cancellation of the said Agreement and the said Power of Attorney have been excouted between the said Vedhas Realtors Private Ltd. and the Society and the same have been dub registered with the Sub-Registrar of Assurances, Kurla. न रा हज की . 0

De the memtime, Development Control and Promotion Regulations 2034 ("DCPR") were issued by MCGM. The Society approached a few developers to seek offers for redevelopment of the said Property by demolishing the Existing Structures and constructing new building/buildings, hereinafter referred to as the "said New Buildings", by utilizing the maximum available Floor Space Index ("FSI"), Fungible Compensatory FSI, Road Width and Road Setback FSI/TDR and the corresponding compensatory Fungible FSI along with benefits thereof, Incentive FSI and the Transferable Development Rights FSI ("TDR-FSI") relating to and arising out of the said Property as per DCPR issued by MCGM.

20.At the Special General Body Meetings held on 27th January, 2019 and 24th February, 2019, the Society resolved to appoint M/s. Shree Krishna Properties as the developer of the said Property as per DCPR issued by MCGM.

21.By a Redevelopment Agreement dated 10/8/2020, registered with the Sub-Registrar of Assurances, Kurla under serial No. KRL5-4922-2020, hereinafter referred to as the "said Redevelopment Agreement", the Society and its Existing Members have granted unto and in favour of Messrs. Shree Krishna Properties, a partnership firm having its office at "Sethna Manor", 6th Floor, 6th Road, Chembur, Mumbai - 400 071, hereinafter referred to as "the Developers", the development rights to redevelop the said Property for the consideration and on the terms and conditions more particularly set out therein by demolishing the Existing Structures and constructing the said New Buildings, by utilizing the maximum available FSI, Fungible Compensatory FSI, Road

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Width and Road Setback FSI/TDR and the corresponding compensatory Fungible FSI along with benefits thereof, Incentive FSI and the TDR-FSI relating **Control** of the said Property as per DCPR issued by MCGM AND the December of the Society 21 flats in the said New Buildings, as and by way permanent alternate accommodation of the December of the December of the Society 21 flats in the said New Buildings shall belong to the December of the Decembe

22. By a Power of Attorney dated 10/8/2020, registered with the Spatial of Assurances, Kurla under serial No. KRL5-4923-2020, the Society has empowered the Developers with the authorities and powers to do all such acts, deeds, matters and things as are required to carry out the redevelopment of the said Property in terms of the said Redevelopment Agreement.

I have caused searches to be taken in the matter at Mumbai, Chembur and Nahur Sub-Registrar Offices from 1971 to 2020 and I find that the searches do not reveal any encumbrance on the said Property.

I have also caused Public Notices in the daily newspaper Free Press Journal and Navshakti dated 19/4/2019 and 29/8/2020 inviting claims/objections in respect of the said Property from the members of public. I have not received any claim and/ or objection in respect of the said Property from the members of the public.

In the circumstances, I certify that the title of the Society to the said Property is unencumbered, clear and marketable and on the basis of the said Redevelopment Agreement, the said Messrs. Shree Krishna Properties are entitled to sell, lease or otherwise transfer the flats and basement/stilt/podium car parking spaces in the said New Buildings to be constructed by them on the said Property, save and except the Members' Premises mentioned in the said Redevelopment Agreement reserved for the Existing Members of the Society, in accordance with the sanctioned plans and amendments thereto and to enter into agreements or transfer and appropriate the consideration in respect thereof.

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THE SCHEDULE ABOVE REFERRED TO: (Description of the said Property)

ALL THAT piece or parcel of freehold non-agricultural land or ground situated, lying and being to be north of Deonar Farm Road in the Revenue Village of Borla, Taluka Kurla, DisutetrBombay, uburban, Registration Sub-District and Sub-District of Bombay city and Bombay Suburban and falling for assessment in M East Ward of Bombay Municipal Corporation and bearing Survey No 66, Hissa No 4, City Survey Number 766 admeasuring 2836,89 square yards, equal to about 2371.50 square meters or thereabouts together with the Existing Structures being 13 residential row houses comprised in Building 1 (row house nos TF112 and 16 of ground and one / two storey structures) and Building 2 (row house in SUM 10 of ground and one / two storey structures) standing thereon and bounded as follows:

on or towards the NORTH: on or towards the SOUTH:

on or towards the EAST : on or towards the WEST: partly by land bearing survey No. 66 Hissa No. 4 and partly by land bearing Survey No. 66 Hissa No. 3 by land bearing No. 66 Hissa No. 5 (part) by the proposed public road partly by land bearing Survey No. 66 Hissa No. 11 and partly by land bearing Survey No. 66 Hissa No. 12

Dated this 27th day of August, 2020.

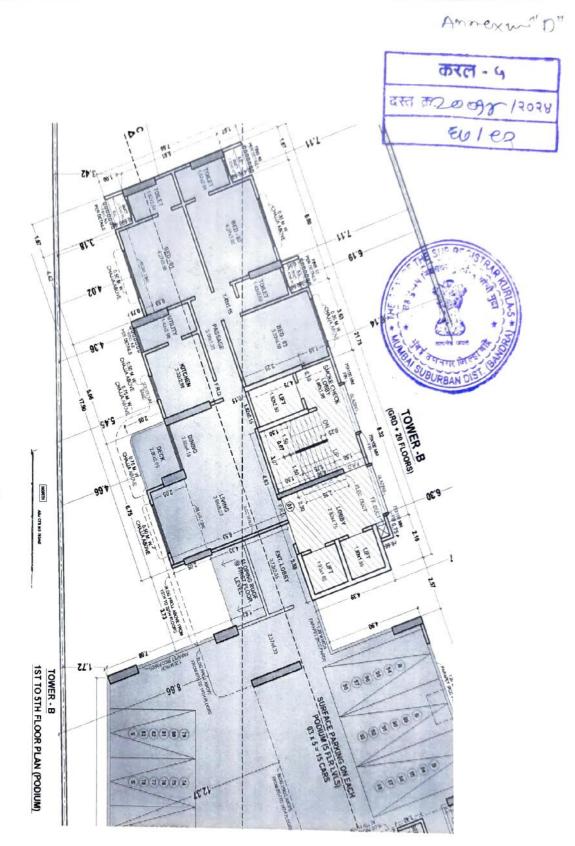
Yours truly,

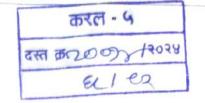
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(K. Srinivasa Varadhan) Advocate, High Court, Bombay



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1ST FLOOR			FLAT NO	101 B	
19	SI FLOOR	LENGTH	WIDTH	TOTAL	
1	LIVING	6.23	3.80	23.67	
				254.78	SQ.FT
2	DINING	4.33	2.65	11.47	
				123.46	SQ.FT
		0.15	1.82	0.27	
				2.91	SQ.FT
3	KITCHEN	3.13	3.48	10.89	
				117.22	SQ.FT
4	UTILITY	3.13	1.58	4.95	
				58.28	SQ.FT
5	PASSAGE	1.20	5.06	5.07	
				65.34	SQ.FT
		1.15	1.58	1.82	
				19.59	SQ.FT
6	BED RM - 01	3.58	4.42	15.82	
				170.29	SQ.FI
7	TO LET - 01	2.58	1.67	4.31	
				46.39	SQ.FT
8	BED RM - 02	3.80	4.42	15.80	
				180.83	SQ,FT
9	TO/LET - 02	2.73	1.67	4.56	
				49.08	SQ.FI
10	TO LET - 03	2 65	1.58	4 9	
				45.10	SQ.FI
11	BED RM - 03	4.75	3.33	15.82	
				170.29	SQ.FI
12	DIXI	0.15	1.05	0.15	
				1.72	SQ.FT
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13 1.90 M. W. DEC

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BED RM - 03

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LOBBY

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01 C'-6"x3'-6" 0.15x1.05

> 0'-5'x6-0" 0 15x1.82

PASS.

LIVING 20-5*x12-6* 6.23x3.83

DINING 14'-3"x8'-9" 4 33x2 65

KITCHEN

10'-3'x11'-6' 3 13x3.48 1.90 M W DECK

TIRME OF BLYERS MS. BARKHA GUPTA AND MR. NIRBHAY GUPTA NORTH SHREEKRISHNA PROPERTIES



	ANNEXURE "E"
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UPGRADED AMENITIES	Ell es

 Earthquake resistant R.C.C. design structure as per SEISMIC ZONE IV standard using top quality building materials.

2. Flooring:

- · Imported marble shall be used in the living and bedrooms
- Vitrified tiles shall be used in the kitchen balcony.

3. Doors:

Main door and bedroom door frames shall be of a structure Teak/Engineered wood and the doors shall be mished in your and and melamine polish with best quality hardware structure of a str

4. Electrical:

- Concealed copper wire of reputed make such as Finolex/Polycab shall be provided with switches of G.M/Legrand or equivalent.
- Point for Cable T.V. shall be provided in all the rooms.
- Point for Internet connection shall be provided
- Air Conditioners shall be provided in the living and bedrooms and will be of Mitsubishi, Daikin or equivalent.

Security system

- C.C. T.V. Camera shall be provided in the entrance lobby and certain common areas.
- Video door phone shall be provided in each flat.

5. Window:

UPVC windows or heavy section Aluminium windows shall be provided.

6. Bathrooms:

All bathrooms shall be finished with combination of designer tiles with fittings of Grohe, Duravit, Jaquar or equivalent including shower cubical.

7. Kitchen

Smart modular kitchen shall be provided with cabinets both below and above the platform.

8. Painting:

Internal walls shall be finished with Gypsum plaster and coated with reputed brand paint.

د جم به 2000 / ۲۹۵۶۶ 9 Landscaped area with adequate seating arrangement sl	all be
oprovided in the compound area.	

- 10. Grand entrance lobby with Marble /Granite/ Vitrified tiles shall be provided with excellent finishing.
- 11. Bore well/Ring well shall be provided (subject to availability of good quality water)

BMC approval)

Security cabin shall be provided.

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14. Foilet for security and staff shall be provided on the ground floor.

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		τ	गवती कं.: 8146	時前: 12/04/2023
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	दस्तऐवजाचा अनुक्रमांक: करल5-7694-	2023	10:2	13 BE
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	बाजार मुल्य: रु.1 /-		सह	. दुय्यम निबंधक हर्ला-५ (वर्ग-२)
	मोबदला रु.0/- भरनेने प्रतांत शब्द - रु. 500/		ğ	व्या-५ (त्या-२)
•	भरलेले मुद्रांक शुल्क : रु. 500/-			
•	1) देयकाचा प्रकार: DHC रक्कम: रु.280	<u>م</u> ار		
	डीडी/धनादेश/पे ऑर्डर क्रमांक: 1204202	., 2301505 दिनांक:	12/04/2023	
	बँकेचे नाव व पत्ता:			
	2) देयकाचा प्रकार: eChallan रक्कम: रु		<u>.</u>	
	डीडी/धनादेश/पे ऑर्डर क्रमांक: MH0004	33963202324E	दिनाक: 12/04/2023	

बँकेचे नाव व पत्ता:

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URBAN D

करल - ५ करल * (A att 15.2009 trozy 460 2023 VELED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT M/S. SHREE KRISHNA PROPERTIES, a partnership firm registered under the provisions of Indian Partnership Act, 1932 and having PAN No. ADHFS8959C and its registered office at 6, 309 Sethna Manor, 6th Road, Chembur, Mumba herentafter referred to as "the Company", hereby appoin ME. PRASHANT SUDAM SALUNKE S/o Mr. Sudam Salunke, residing at Sapatashrungi Cooperative Housing Society Ltd., Buildig No.6, Room State 25, Opp: Chincholi Talav, Juinagar, Navi Mumbai about 38 years, to be the Attorney of the Company in its name and on its

behalf to do all or any of the following acts, deeds, things and matters that is to say:

1: To appear before any Registrar or Sub-Registrar or any other Registering Officer and present for registration and get registered any deeds or documents on behalf of the Company and admit execution and executed the said documents by us and otherwise do all acts, deeds, matters and get the said deeds or documents registered in the form required by law.

2. To sign, verify and present applications, forms, bonds and any other documents to the appropriate authorities for registration and other matters incidental thereto under legislation, enter into correspondence and submit necessary forms, statements or returns and information and generally to pursue in every manner such application and to take such further steps as may be considered necessary by the said Attorney.

07- Ca करल - ५ 3 2 Costristering sign and/or prosecute and the 028 actions, suits, claims, demands, disputes, petitions writ proceedings whatsoever including referring to arbitration any dispute matter in relation to the business and affairs of the Company before any Court, Authority or Officer in such manner and in all respects as the said Atto criminal sign and file all types of son, in or company or body competence, on be alf of again marly criminal complaints under s wionsy. Company, the Negotiable Instruments Act, 1881, as amended, befor and/or competent Court of Law and/or the Police, lead evidence, make and file applications of all kinds and to do all or any other acts incidental thereto.

5. To appoint and withdraw any Advocate, Pleader, Solicitor or any other legal practitioner or expert and to obtain such legal or other professional and expert assistance and advice as the Attorney may think fit.

 To receive service of the summons/notice on behalf of the Company in respect of any suit or other proceedings that may be instituted against the Company or otherwise.

7. To appear and act in all Courts and Tribunals, (Civil, Revenue, Criminal or Labour, whether original, revision, review of appellate) in the Registration Offices and in any other office of the Government, Municipal Corporation or any other local Authorities and to sign, affirm, verify and execute plaints, written statements, petitions and applications of all kinds and to file them in any Court, Tribunal or Office.

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pending before any

9. To deposit and/or withdraw from any Court or Courts including the Receiver, the Official Receiver or Official Assignee other individual any sum or sums of money that may be pay or to the Company.

To apply for inspection of and to inspect judicia revenue or municipal or other statutory records and to obt

11. To do all necessary acts for effectively preferring any appeal/revision/review to any Court/Authority against any judgment/order passed against the Company.

IN GENERAL to do all such other acts, deeds, matters and 12. things either particularly or generally set out hereinabove as amply and effectually and to all intents and purposes as the Company could do in its name and on its behalf.

AND the Company hereby agrees to adopt, ratify and confirm 13. all and whatsoever the said Attorney shall do or purport to do or cause to be done by virtue of these presents.

This Power of Attorney has not been executed or given for any consideration.

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IN WITNESS WHEREOF, this Deed has been executed on this the 12th day of April, 2023.

SIGNED AND DELIVERED by the withinnamed) "DONOR", M/S. SHREE KRISHNA PROPERTIES,) through its Partner, **MR. SUNDEEP ANAND**)









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SIGNED AND ACCEPTED by the withinnamed)

"DONEE", MR. PRASHANT SUDAM SALUNKE) L.H. Thumb impression

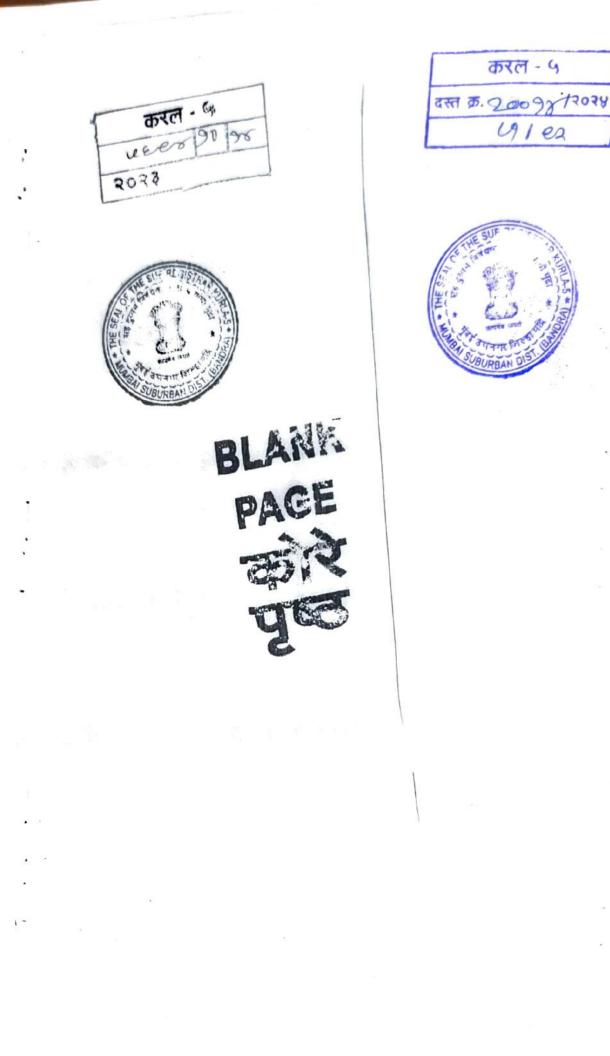
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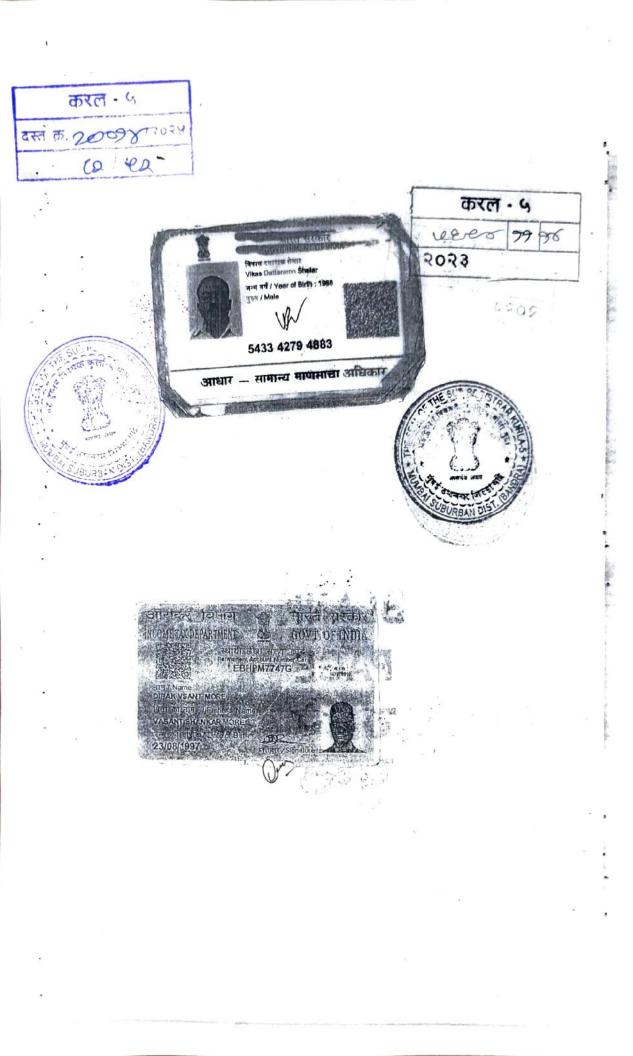
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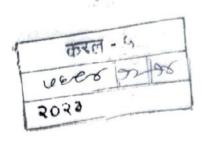
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दस्त गोषवारा भाग-2 SHI # 12 13:22 करल - ५ दस्त कमोक :करल5/7694/2023 दस्ताचा प्रकार :-क् लम्खत्यारपत्र (前, 西) (202) /2028 अन् क ाशकाराचे नाव व पता DAGENTINT UNIT ाट गराय नाज व पता नावः मंसर्स श्री कृष्णा प्रोपर्टीस तर्फे भागीदार संदीप आनंद जगारिया पताः पतां ने : ओफिस 6, मॉका ने: ,, इमारतीचे नावः: 369 रेठना मनोरा, ब्लॉक नें। वेंबुर, रोड ने: 6 वां रोड , महाराष्ट्र, MUMBAI पॅन नंबर:ADHFS8959C कुलमुखत्यार देणार 1 वयः -56 स्वाक्षरीः -3-1-नाव:प्रशीत सुदाम साळुके पॉवर ऑफ अटॉनी 2 नाव: प्रणात सुदाम साळुक पत्ताः प्लोट ने: रूपा ने. 15, माळा ने: 3 रा मजला , इमारतीबे नाव: सप्रार्थुगी जे. औप.हो.सो.लिमिटेड,बिल्डिंग नं.6, ब्लॉक ने: सेक्टर 25 ऑफ. विचोली तलाव जुईनगर, रोड ने: ... महाराष्ट्र, ठाणे. पॅन नंबर:BVIP\$5409K होखर वयः - 38 स्वाक्षरीः -W. वरील दस्तऐवज करून देणार तथाकंघीत - कुलमुखसारपत्र - चा दस्त ऐवज करून दिल्याचे कबूल करतात शिक्का क.3 ची तैळ:12 / 04 / 2023 11 : 54 : 36 AM अकिस्व: सातील इसम असे निवेदीत करतात की ते दस्तऐवंज करून देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात अन् क. पक्षकाराचे भाव व पत्ता नातःविकास . शेलार 10 1 वयः 55 पत्ताः 39 आर, सी. मार्ग चेंबुर मुंबई स्वाक्षरी पिन कोड:400071 नाव:दीपक . मोरे 2 6 वय:25 पत्ता:39 आर.सी.मार्ग चेंब्र मुंबई स्ताभरी पेन कोड:400071 करल - ५ शिक्का क्र.4 ची तेळ:12 / 04 / 2023 11 : 59 : 08 AM ोक: 12.4 04 / 2023-12 : 05 : 39 PM नोंदणी पुस्तक 4 मध्ये ছািক্কা ক্ল.5 🗊 revers 0 35 सह. दुख्या निर्वेधिक 2023 Payment Details (peri-G (Purchaser Typ Deface Verification no/Vendor GRN/Licence Amount At Deface Number Type Date SHREE MH000433963202324E 500.00 0000245958202324 12/04/202 1 KRISHNA eChallan 69103332023041111989 SD PROPERTIES 2 DHC 1204202301505 230 RF 12042023015050 12/04/2023 SHREF 3 KRISHNA eChallan MH000433963202324E 100 RF 0000245958202324 12/04/2023 PROPERTIES [SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Bharges] 694 /2023 १०) पाने आहेत. Know Your Rights as 1. Verify Scanned Do on a side) printou 08ex 12023 DTM-4/ 2. Get print imm प्रस्क क्रमाल १ क्रमाकावर नॉवला feedback. write to us at 92 108 1 2023 दिनांक :



ई. डी. केरगा सह. दुय्यम निर्बधाऊ, कुर्ला-५

मुंबई उपनगर जिल्हा

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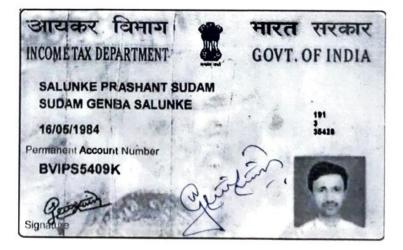
घोषणा पत्र

मी प्रशांत सुदाम साळुके, याद्वारे घोषित करितो की, दुय्यम निबंधक **कुर्ला** - ५ यांच्या कार्यालयात **करारनामा** या शीर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. श्री कृष्णा प्रॉपर्टीस तर्फे मागीदार संदीप आनंद, ज्यापिया व इ. यांनी दि. १२.०४.२०२३ रोजी मला दिलेल्या कुलमुखत्या क्लाव्या आधारे मा सदर दस्त नोंदणीस सादर केला आहे निष्पादित करून कवुलीजवाब दिला आहे. स्वर कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही सयत झालेले नाही किंवा अन्यता कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही सिदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यात मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास निदनी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहीन याची मला जाणीव आहे.

दिनांक : 23/07/2024

कुलमुखत्यारपत्र धेरकाचे नाव व सही (प्रशांत सुदाम साळुंके)





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3-	न क 1	ताव मेगर्म म्रयच्यार प पूना प्रतीर	थी कृत्या प्रॉंग शांत सार्व्ड्व तं ऑफिस, म	तटींज नर्फे भागिदार संदीष ए. जग गठत नं. 6 वा मजला, इमारतीचे न . 369, चेंद्रर, रोड नं. 6 वा रोड, '	वगः-40 नावःमेटना म्बाक्षरीः- ∕∕		3		10 J
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	2	ताव वरखा पत्ताःप्लॉट अन्शक्तीनग	नं: 5ग, माळा	। नं इमारतीचे नाव: अन्नपूर्णा, श महाराष्ट्र, MUMBAI.	ञ्चांक नं: वय:-50 स्वाक्षरी:- क्रिआप G	upb C			ð
		पन नवर <i>,</i> म	LIPG5923	U.	Kone			1. A	
	3	पत्ता:प्र्याट अनुशक्तीतग	नं: 5ग, माक	ा नं, इमारतीचे नावः अन्नपूर्णा, : , महाराष्ट्र, MUMBAI. 2C	लिहून घेणार व्यॉक नं: वय :-55 स्वाक्षरी:	į	1		ill.
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आर स्वार	क्षतः- लील इ	ल्मम असे निवेदीन	न करतान की	ते दस्तगेवज करन देणा-याना व्यक्त	गिशः ओळखतात, व त्यांची ओळ	ख पटविनान			
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23/07/2024

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दुय्यम निबंधक : सह दु.नि.कृलौ 5 दस्त क्रमांक : 20014/2024 नोदंगी : Rean 63m

	Regnoan
	गावाचे ताव : खौरला
(1)विलेखाचा प्रकार	करारनामा
(2)मोबदला	47500000
(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)	20597401.3
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नावःMumbai Ma.na.pa. इतर वर्णन :मटनिका नं: 101. माळा नं: 1 ला मजला, इमारतीचे नाव: माऊंट रिसॉर्ट टॉवर बी., ब्लॉक नं: देवनार फार्म रोड,देवनार, रोड : मुंबई 400088, इतर माहिती: मौजे बोरला,मदनिकेचे क्षेत्रफळ ऱेरा प्रमाणे 1300 चौ.फूट कारपेट,वाल्कनीचे क्षेत्रफळ 54 चौ.फूट,एकूण क्षेत्रफळ 1354 चौ.फूट कारपेट,सोबत 2 पोडीयम कार पार्किंग((C.T.S. Number : 766 A and B ;))
(5) क्षेत्रफळ	1) 1354 খাঁ.ফুટ
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंबा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाब:-मेसर्स श्री कृष्णा प्रॉपर्टीज वर्फे मागिदार संदीप ए. जगासिया तर्फे युखत्यार प्रशांत साळुंके वय:-40; पत्ता:-प्लॉट नं: ऑफिस, माळा नं: 6 वा मजला, इमारतीचे नाव: सेठना मनोर, ब्लॉक नं: प्लॉट नं. 369, चेंबूर, रोड नं 6 वा रोड, महाराष्ट्र, MUMBAI. पिन कोड:-400071 पॅन नं:-ADHFS8959C
(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व र्किवा दिवाणी न्यायालयाचा हुकुमनामा र्किवा आदेश असल्यास.प्रतिवादिचे नाव व पत्ता	1): नाव:-बरखा गुप्ता वय:-50; पत्ता:-प्लॉट नं: 5ए, माळा नं: ., इमारतीचे नाव: अन्नपुर्णा, ब्लॉक नं: अनुशक्तीनगर, रोड नं: ., महाराष्ट्र, MUMBAI. पिन कोड:-400094 पॅन नं:-ALIPG5923D 2): नाव:-निर्भय गुप्ता वय:-55; पत्ता:-प्लॉट नं: 5ए, माळा नं: ., इमारतीचे नाव: अन्नपुर्णा, ब्लॉक नं: अनुशक्तीनगर,
असल्पास, प्रातवादिव गांव व २०१	रोड नं: ., महाराष्ट्र, MUMBAI. पिन कोड:-400094 पॅन नं:-AADPG6392C
(9) दस्तऐवज करुन दिल्याचा दिनांक	23/07/2024
(10)दस्त नोंदणी केल्याचा दिनांक	23/07/2024
(11)अनुक्रमांक,खंड व पृष्ठ	20014/2024
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	2850000
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

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





सह दुय्यम निर्वेधक कुर्ला क. ५ वर्ग २

Payment Details

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sr.	Purchaser	⊤уре	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	SHREE KRISHNA PROPERTIES	eChallan	10000502024072207349	MH005579011202425P	2850000.00	SD	0003039939202425	23/07/2024
2		DHC		0724234802283	1840	RF	0724234802283D	23/07/2024
3	SHREE KRISHNA PROPERTIES	eChallan		MH005579011202425P	30000	RF	0003039939202425	23/07/2024

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





Dated this	day of
2024	
**********	***************

Between

Shree Krishna Properties

...Developers

X

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C

and

(1)	Ms. Barkha Gupta
(2)	Mr. Nirbhay Gupta

... Purchasers

Agreement for Sale

Flat 101, Tower B, "Mount Resort"