401/12896 Friday,July 19 ,2024

3:55 PM

पावती

Original/Duplicate

नोंदणी क्रं. :39म

Regn.:39M

पावती क्रं : 14164

दिनांक: 19/07/2024

गावाचे नाव: कोलेकल्याण

दस्तऐवजाचा अनुक्रमांक: वदर15-12896-2024

दस्तऐवजाचा प्रकार : करारनामा सादर करणाऱ्याचे नाव: पारस नासरे

नोंदणी फी

दस्त हाताळणी फी

पृष्ठांची संख्या: 120

₹. 30000.00

रु. 2400.00

एकूण: रु. 32400.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 4:14 PM ह्या वेळेस मिळेल.

मह.दु.नि.अंधेरी-4

बाजार मुल्य: रु.16765959.05 /-मोबदला रु.24980000/-

भरलेले मुद्रांक शुल्क : रु. 1498800/-

1) देयकाचा प्रकार: DHC रक्कम: रु.400/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0724194601985 दिनांक: 19/07/2024

वँकेचे नाव व पना:

2) देयकाचा प्रकार: DHC रक्कम: रु.2000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0724197801951 दिनांक: 19/07/2024

वँकेचे नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH005290445202425E दिनांक: 19/07/2024

वँकेचे नाव व पना:

Attand

REGISTERD ORIGINA DOLLMENT ON THE PROPERTY OF THE PROPERTY OF

		मूल्यांकन पत्रव	। (राहरा वात्र - वावाव)			
aluation ID	202407193171				19 Ju	ly 2024.12:43:24 PN
मूल्यांकनाचे वर्ष	2024					
जिल्हा	मुंबई(उपनगर)					
मूल्य विभाग	३१-कोळेकल्याण (अंधेरी)				
उप मूल्य विभाग	भुभाग: पूर्वेस गावा एस. टी. रोड व उत्त	ची हदद, पश्चिमेस सि.एस. ारेस पंडीत जवाहरलाल ने	टी. रोड ते पंडीत जवाहरला हरू रोड यामधील भुभाग.	ल नेहरू रोड जोडणारा ।	3.40 मी. डी. पी	. रोड. दक्षिणेस सि.
सर्व्हे नंबर /न. भू. क्रमांक :	सि.टी.एस. नंबर#4	966				
वार्षिक मूल्य दर तक्त्यानुसा	र मूल्यदर रु.					
खुली जमीन नि	वासी सदनिका	कार्यालय	दुकाने	औद्योगीक	मोजम	गपनाचे एकक
86770 16	5190	189960	206480	165190	चौरस	मीटर
वांधीव क्षेत्राची माहिती						
बांधकाम क्षेत्र(Built Up)-	89.1 चौरस मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा	प्रकार-	बांधीव
बांधकामाचे वर्गीकरण-	।-आर सी सी	मिळकतीचे वय-	0 TO 2वर्षे	बांधकामाचा	दर-	Rs.30250/-
उद्ववाहन सुविधा-	आहे	मजला -	11th floor To 20th floor			
रस्ता सन्मुख - Sale Type - First Sale Sale/Resale of built up Pro	perty constructed afte	r circular dt.02/01/2018				
Sale Type - First Sale	perty constructed afte	r circular dt.02/01/2018 = 110% apply to rate=				
Sale Type - First Sale Sale/Resale of built up Pro		= 110% apply to rate=		-यानुसार टक्केवारी)+ खुल्य	ग्र जमिनीचा दर)	
Sale Type - First Sale Sale/Resale of built up Pro मजला निहाय घट/वाढ		= 110% apply to rate= =(((वार्षिक मूल्यद	Rs.181709/-		ग जमिनीचा दर)	
Sale Type - First Sale Sale/Resale of built up Pro मजला निहाय घट/वाढ		= 110% apply to rate= =(((वार्षिक मूल्यद	Rs.181709/- र - खुल्या जिमनीचा दर) * घसा 86770) * (100 / 100))+86		ग जमिनीचा दर)	
Sale Type - First Sale Sale/Resale of built up Pro मजला निहाय घट/वाढ घसा-यानुसार मिळकतीचा		= 110% apply to rate= =(((वार्षिक मूल्यद = (((181709-8 = Rs.181709/- = वरील प्रमाणे मूल्य दर = 181709 * 89.1	Rs.181709/- र - खुल्या जिमनीचा दर) * घसा 86770) * (100 / 100))+86		ग जमिनीचा दर)	
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Sale Type - First Sale Sale/Resale of built up Pro मजला निहाय घट/वाढ घसा-यानुसार मिळकतीचा) मुख्य मिळकतीचे मूल्य) बंदिस्त वाहन तळाचे क्षेत्र		= 110% apply to rate= =(((वार्षिक मूल्यद = (((181709-8 = Rs.181709/- = वरील प्रमाणे मूल्य दर = 181709 * 89.1	Rs.181709/- र - खुल्या जिमनीचा दर) * घसा 86770) * (100 / 100))+80 * मिळकतीचे क्षेत्र		ग जमिनीचा दर)	
Sale Type - First Sale Sale/Resale of built up Pro मजला निहाय घट/वाढ घसा-यानुसार मिळकतीचा) मुख्य मिळकतीचे मूल्य		= 110% apply to rate= =(((वार्षिक मूल्यद = (((181709-8 = Rs.181709/- = वरील प्रमाणे मूल्य दर = 181709 * 89.1 = Rs.16190271.9/- 13.94चौरस मीटर	Rs.181709/- र - खुल्या जिमनीचा दर) * घसा 86770) * (100 / 100))+80 * मिळकतीचे क्षेत्र		ग जमिनीचा दर)	
Sale Type - First Sale Sale/Resale of built up Pro मजला निहाय घट/वाढ घसा-यानुसार मिळकतीचा) मुख्य मिळकतीचे मूल्य) बंदिस्त वाहन तळाचे क्षेत्र		= 110% apply to rate= =(((वार्षिक मूल्यद = (((181709-8 = Rs.181709/- = वरील प्रमाणे मूल्य दर = 181709 * 89.1 = Rs.16190271.9/- 13.94चौरस मीटर = 13.94 * (165190 * 2	Rs.181709/- र - खुल्या जिमनीचा दर) * घसा 86770) * (100 / 100))+80 * मिळकतीचे क्षेत्र		ग जमिनीचा दर)	
Sale Type - First Sale Sale/Resale of built up Pro मजला निहाय घट/वाढ घसा-यानुसार मिळकतीचा) मुख्य मिळकतीचे मूल्य) बंदिस्त वाहन तळाचे क्षेत्र बंदिस्त वाहन तळाचे मूल्य	प्रति चौ. मीटर मूल्यदर 10.4,16 - मुख्य मिळकतीचे	= 110% apply to rate= =(((वार्षिक मूल्यद = (((181709-8) = Rs.181709/- = वरील प्रमाणे मूल्य दर = 181709 * 89.1 = Rs.16190271.9/- 13.94चौरस मीटर = 13.94 * (165190 * 2) - Rs.575687.15/-	Rs.181709/- र - खुल्या जिमनीचा दर) * घसा 86770) * (100 / 100))+80 * मिळकतीचे क्षेत्र	5770) ाच्चीचे मूल्य + वरील गच्चीचे मू	ल्य + बंदिस्त वाहन	तळाचे
Sale Type - First Sale Sale/Resale of built up Pro मजला निहाय घट/वाढ घसा-यानुसार मिळकतीचा) मुख्य मिळकतीचे मूल्य) बंदिस्त वाहन तळाचे क्षेत्र बंदिस्त वाहन तळाचे मूल्य Applicable Rules	प्रति चौ. मीटर मूल्यदर 10.4,16 = मुख्य मिळकतीचे मूल्य + खुल्या जमि-	= 110% apply to rate= =(((वार्षिक मूल्यद = (((181709-8) = Rs.181709/- = वरील प्रमाणे मूल्य दर = 181709 * 89.1 = Rs.16190271.9/- 13.94चौरस मीटर = 13.94 * (165190 * 2) - Rs.575687.15/-	Rs.181709/- र - खुल्या जिमनीचा दर) * घसा 86770) * (100 / 100))+80 * मिळकतीचे क्षेत्र !5/100)	5770) ाच्चीचे मूल्य + वरील गच्चीचे मू	ल्य + बंदिस्त वाहन	तळाचे
Sale Type - First Sale Sale/Resale of built up Pro मजला निहाय घट/वाढ घसा-यानुसार मिळकतीचा) मुख्य मिळकतीचे मूल्य) बंदिस्त वाहन तळाचे क्षेत्र बंदिस्त वाहन तळाचे मूल्य Applicable Rules	प्रति चौ. मीटर मूल्यदर 10.4,16 - मुख्य मिळकतीचे मूल्य + खुल्या जमिन = A + B + C +	= 110% apply to rate= =(((वार्षिक मूल्यद = (((181709-8) = Rs.181709/- = वरील प्रमाणे मूल्य दर = 181709 * 89.1 = Rs.16190271.9/- 13.94चौरस मीटर = 13.94 * (165190 * 2) - Rs.575687.15/- मूल्य +तळघराचे मूल्य + मेझॅन विवरील वाहन तळाचे मूल्य + इम्	Rs.181709/- र - खुल्या जिमनीचा दर) * घसा 86770) * (100 / 100))+86 - * मिळकतीचे क्षेत्र 25/100)	5770) ाच्चीचे मूल्य + वरील गच्चीचे मू	ल्य + बंदिस्त वाहन	तळाचे

Home

Print





Receipt of Document Handling Charges

PRN 0724197801951 Receipt Date 19/07/2024

Received from DHC, Mobile number 9326682779, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 12896 dated 19/07/2024 at the Sub Registrar office Joint S.R. Andheri 4 of the District Mumbai Sub-urban District.

Payment Details

DEFACED

₹ 2000 DEFACED

Bank Name	SBIN	Payment Date	19/07/2024	
Bank CIN	10004152024071901333	REF No.	456714784448	
Deface No	0724197801951D	Deface Date	19/07/2024	

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





Receipt of Document Handling Charges

PRN 0724194601985 Receipt Date 19/07/2024

Received from DHC, Mobile number 9326682779, an amount of Rs.400/-, towards Document Handling Charges for the Document to be registered on Document No. 12896 dated 19/07/2024 at the Sub Registrar office Joint S.R. Andheri 4 of the District Mumbai Sub-urban District.

Payment Details

DEFACED

DEFACED

₹ 400

Bank Name	SBIN	Payment Date	19/07/2024
Bank CIN	10004152024071901355	REF No.	456766980826
Deface No	0724194601985D	Deface Date	19/07/2024

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





CHALLAN MTR Form Number-6



GRN MH005290445202425E BARCODE			Date 16/07/2024-14:20:30 Form ID 25.2						
Department Inspector General Of Registrati	on	Payer Details							
Stamp Duty Type of Payment Registration Fee		TAX ID / TAN (If Any)					H		
Type of a dynamic and a second		PAN No.(If Applicable)		× 7 5	5 -				The state of the s
Office Name BDR15_JT SUB REGISTRAR ANDHERI 4		Full Name PARAS NASARE AND OTHER				1			
Location MUMBAI	cation MUMBAI								p j
Year 2024-2025 One Time		Flat/Block N	No.	FLAT NO 1201	12TH	H FI	OOR	PINE	WING
		Premises/B	uilding	COURTYARD BLE	og .				
Account Head Details	Amount In Rs.								
0030045501 Stamp Duty	1498800.00	Road/Street VIDYA NAGARI MARG OFF CS		CST	ROAD				
0030063301 Registration Fee	30000.00	0 Area/Locality SANTACRUZ EAST MUMBAI			31				
		Town/City/District							
		PIN			4	0	0	0 9	8
		Remarks (If Any) SecondPartyName=MESSRS ROYAL MINERVA REALTY LLP~							
15000									
DELICEO	A DESTRUCTION			बद	<u></u>	8	4		
1528800.00				92100	7	8		920	
				Jack &		-		~~c	
EFACE		Amount In	Fifteen L	akh Twenty Eight T	Carlos Management			indred R	1
Total	15,28,800.00	Words	upees C	nly SUB	REGI	STR	1		
Payment Details UNION BANK OF INDIA			F	OR USE IN RECEN	ANG B	ANK	2		
Cheque-DD Details		Bank CIN	Ref. No.	0290 179202407	169394	3 52	25504	302	
Cheque/DD No.		Bank Date	RBI Date	16/07/2024-14:2	130	18	8/07/2	124	
Name of Bank		Bank-Branch UNION BANK OF INDIA							
Name of Branch		Scroll No., I	Date	1 , 18/0 / 2018 UR	BAN D	137.			
Department ID :									100000

Department ID:
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चटान केवल दुरयम निवंधक कार्यो**न्डापुनिवारोह Not verifiee**या दस्तांसाठी लागु आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चटान लागु नाही.

DIRECTORATE OF CCOUNT
AND TREASURIES MUMBAIO
Date: 2024.07.19-15:57:37 IST
Reason: GRAS Secure Docume
Location: India

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userld	Defacement Amount
1	(iS)-401-12896	0002954963202425	19/07/2024-15:54:22	IGR189	30000.00

GRN: MH005290445202425E Amount: 15,28,800.00 Bank: UNION BANK OF INDIA Date: 16/07/2024-14:20:30

2 (iS)-401-12896 0002954963202425 19/07/2024-15:54:22 IGR189 1498800.00

Total Defacement Amount 15,28,800.00



Signature Not Verified

Digitally signed by DS DIRECTORATE OF CCOUNTS AND TREASURIES MUMBAI 02 Date: 2024 07.49 15:57:37 IST Reason: GRAS Secure Documen Location: India.

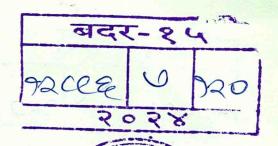


CHALLAN MTR Form Number-6



GRN MH005290445202425E BARCODE	Date 16/07/2024-14:20:30 Form ID 25.						
Department Inspector General Of Registration		Payer Details					
Stamp Duty Type of Payment Registration Fee	H HILLS	TAX ID / TAN (If Any) PAN No.(If Applicable)					
Type of Payment Registration Fee							
Office Name BDR15_JT SUB REGISTRAR ANDHERI 4 Location MUMBAI		Full Name		PARAS NASARE AND OTHER			
Year 2024-2025 One Time		Flat/Block No		FLAT NO 1201 12TH FLOOR PINE WING			
		Premises/Bui	lding	COURTYARD BLDG			
Account Head Details	Amount In Rs.	Road/Street					
0030045501 Stamp Duty	1498800.00			VIDYA NAGARI MARG OFF CST ROAL MANIPADA KALINA			
0030063301 Registration Fee	30000.00	Area/Locality		SANTACRUZ EAST MUMBAI			
		Town/City/Dis	strict				
		PIN		4 0 0 0 9 8			
		Remarks (If Any) SecondPartyName=MESSRS ROYAL MINERVA REALTY LLP					
				2 920			
			72	cee 1990			
				5058			
		Amount In	Fifteen L	akh Twenty Eight Thousand Eight Hundred R			
Total	15,28,800.00		upees Or	रिया हार्च्यक का निय			
Payment Details UNION BANK OF INDIA			F	BUSEIN RECEIVING BANK			
Cheque-DD Details		Bank CIN Re	ef. No.	79202407.1693943 525504802			
Cheque/DD No.		Bank Date RI	BI Date	607/2024 4:21:30 Verified with RBI			
Name of Bank		Bank-Branch UNION BANK DATING TA					
Name of Branch		Scroll No. , Dat	7				
Department ID:				Mobile No. : 9967126630			

Department ID : Mobile No. : 9967126630 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोदंणी करावयाच्या दस्तांसाठी लागु आहे . नोदंणी न करावयाच्या दस्तांसाठी सदर चलन लागु नाही .



Department of Stamp & Registration, Maharashtrac

Receipt of Document Handling Charges

PRN 0724197801951

Date

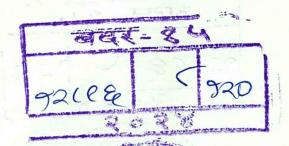
19/07/2024

Received from DHC, Mobile number 9326682779, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Andheri 4 of the District Mumbai Sub-urban District.

Payment Details

Bank Name	SBIN	Date	19/07/2024	
Bank CIN	10004152024071901333	REF No.	456714784448	

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



Department of Stamp & Registration, Maharashtra

Receipt of Document Handling Charges

PRI

0724194601985

Date

19/07/2024

Received from DHC, Mobile number 9326682779, an amount of Rs.400/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Andheri 4 of the District Mumbai Sub-urban District.

Payment Details

 Bank Name
 SBIN
 Date
 19/07/2024

 Bank CIN
 10004152024071901355
 REF No.
 456766980826

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

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") is made at Mumbai this day of

BETWEEN

M/S. ROYAL MINERVA REALTY LLP, [LLPIN No. AAX-5670] a limited liability partnership registered under the provisions of the limited liability Partnership Act, 2008 and having their registered address at 720, B Wing, Plaza Panchshil, 55, Hughes Road, Mumbai – 400007, hereinafter referred to as the "PROMOTER" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the partner or partners for the time being, the last surviving partner and the heirs, executors and administrators of the last surviving partner), of the ONE PART;

AND

(1) MR. PARAS NASARE, Indian Adult age 39 years, PAN No. AHJPN1308C and (2) MRS. NAMITA NASARE, Indian Adult age 43 years, PAN No. ABVPH9077N having their address at J P Garden City, Atria 3A - 2209, 22nd Floor, Kashimira, Mira Road (East) - 401107 hereinafter referred to as "the Allottee" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last survivors of them and the heirs, executors, administrators and assigns of the last survivors of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate/company its successors and permitted assigns of the OIHER PART.

WHEREAS:

A. Neel Shantiniketan Co-operative Housing Society Limited is a go-operative society situated at Vidya Nagari Marg, Kalina, Santacruz (East), Mumbar 400098, registered uniter Registration No. BOM/HSG 1879 of 24-10-1968, registered uniter the Bombay Co-operative Housing Societies Act, 1925 (hereinafter referred to as "the Society").

B. The Society is absolutely seized and possessed of or otherwise well and sufficiently entitled to a plot of freehold land or ground bearing Plot of Land bearing old C.T.S. No. 4966 (pt), 4966/1 to 29 corresponding to New C.T.S. No. 4966-B of lying together admeasuring 4652.90 square meters (as per the Property Register Card in respect thereof) (hereinafter referred to as "the Plot"), together with the three buildings named A, B & C and known as "Neel Shantiniketan" standing on the Plot lying, being and situated at Kole Kalyan, at Vidya Nagari Marg, off CST Road, Manipada, Kalina, Santacruz (East), Mumbai 400098, more particularly

Promoter AAX 5670 Allottee/s

described in the First Schedule hereunder written ("the Property"). The said Plot more particularly described in the First Schedule hereunder written, is shown delineated on the Plan annexed hereto marked as <u>Annexure "[A]"</u> and thereon shown bounded in red coloured boundary lines.

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- C. The sald Society derives title to the said Property by virtue of registered Deed of Conveyance dated 20th June 1972 duly registered before the Office of the Sub-Registrar of Assurances under Serial No. Serial No. 3174 of 1972 of Book No. 1 dated 28th June 1972 made and entered into between one Mr. Lachmandas Sewaram (as "the Vendor") and Mr. Lachmandas Sewaram, Mr. Girdhafidas Sewaram, Mr. Bhagwandas Sewaram and Mr. Bhiharilal Sewaram (as "the Confirming Party") and the Society herein and the Society became absolute and lawful owner of the said Property.
- D. The Society proposed to re-develop the said plot, by demolishing the existing building/structure and constructing a new building(s) thereon, utilizing the entire FSI and the TDR FSI in such construction and accordingly, the Society proposed to obtain plans approved by the Municipal Corporation of Greater Mumbai (MCGM), for construction of a new building(s) on the said Plot.
- E. It was agreed by and between the Society, its Members and the Promoter, that the parties hereto would enter into Development Agreement recording the grant of development rights in respect of the said plot by the Society in favour of the Promoter. By a Development Agreement 11th November 2021 and made and entered intobetween the Promoter of the First Part, the Society of the Second Part and the Members of the Third Part (hereinafter referred to as "the Development Agreement"), the Society and its Members granted development rights in respect of the Property to the Promoter herein on the terms and conditions contained therein. The Development Agreement is duly stamped and has been registered with the Sub-Registrar of Assurances at Andheri 1 under Serial No. BDR1-14452-2021 dated 20th December, 2021.
- Building and the construction of a new building therein, utilizing therefore the primary FSI of the Property and the entire potential of TDR/FSI (after deducting road set back or any other deductions whether by way of FSI covered by/ reserved by the Members' premises, any balance FSI of the said Plot and/or any incentive FSI available under the Development Control And Promotion Regulations, 2034 for Greater Mumbai ("DCPR 2034"), FSI that is/ may be available for utilization on the said Plot by way of TDR as per the DCPR 2034 or any statutory modification, re-enactment or amendment thereof or otherwise). In terms of the said Development Agreement, the Promoter is required to allot to the Society and its Members, free of costs, new flats in the new building so as to cover the lower floors of the new building.

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In terms of the said Development Agreement, all other flats besides the flats agreed to be constructed for the Members belong to the Promoters and they are entitled to sell/lease/grant license/ deal with the same and appropriate the proceeds unto themselves.

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- G. Pursuant to the said Development Agreement, the vacant possession of the said Old Structure and the said Property was handed over by the Society and its Members to the Promoter for purposes of development thereof. The said Old Structure/s have since been demolished and the Promoter have commenced the development of the said Property.
- H. The Promoter have already obtained IOD from the Executive Engineer, Building Proposals, 'H' East Ward, MCGM along with approved Plans for construction of buildings, and the Promoter agree to construct the said new building(s) in accordance with the New Estate (Regulation And Development) Act, 2016 and in accordance with such amendments as may be deemed fit by the Promoter.
- I. The Promoter is developing the said Property as a residential building by constructing a Building(s) thereon comprising of one basement + stilts at ground level and thirteen or more upper floors and four or more wings (hereinafter referred to as "the Building(s)"), as per the plans sanctioned by the Municipal Corporation of Greater Mumbai ("MCGM"). The Promoter shall be utilizing the entire FSI available in respect of the said Property or other properties in accordance with the plans that may be amended by the concerned authorities from time to time including entire FSI available by way of Transfer of Development Rights (TDR) in the construction of the said Building. The Promoter have retained to themselves the absolute, exclusive and full right, authority and unfettered discretion to utilize, develop, sell, transfer, and / or assign the balance of the Maximum Development Potential, whether arising prior to the date of this Agreement or at any time hereafter or at any time in the future, at their sole and absolute discretion;
- J. The Promoter alone have the sole and exclusive rights to sell the premises (which are not earmarked for the Members) in the said Building(s) that they are constructing on the said Property and to enter into agreement(s) with the purchasers of the premises, and to receive the sale price in respect thereof.
- K. As provided under the Proviso to Rule 4(4) of the RERA Rules, the Promoter will be entitled to and have a right, if they so desire, to amalgamate the said Property with any one or more of the adjoining properties and to utilize the F.S.I. thereof inter alia on any portion of the said Property and also to sub-divide such amalgamated property and to submit or amend the building and/or layout plans as may be permitted by the Municipal Corporation of Greater Mumbai (hereinafter referred to as "MCGM") and the other concerned authorities, without any reference to the Allottee / Society / Condominium, as the case may be.

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The development/redevelopment of the building comprising of one basement + stilts and hirteer or more upper floors and four or more wings and known as 'Courtyard' (as defined below) and proposed as a "real estate project" by the Promoter and has been registered as lestate project' ("the Real Estate Project") with the Real Estate Regulatory Authority "Authority"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("RERA") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("RERA Rules"). The Authority has duly issued the Certificate of Registration No. P51800050456 dated 17.04.2023 for the Project and a copy of the RERA Certificate is annexed and marked as Annexure [C]" hereto. The Real Estate Project is, "Courtyard" and shall be, undertaken and implemented, by the Promoter by utilizing the entire Development Potential as contemplated by the Promoter, and in terms of the Plans and Approvals sanctioned from time to time, with the overriding and irrevocable power, authority and discretion of the Promoter to complete the same, as it deems fit, in its discretion, on or before Project Completion subject to changes in circumstances and/or Force Majeure Events and/or market conditions, demand & supply and/or otherwise for any other reasons or circumstances howsoever.

- M. The Allottee/s has/have, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Allottee/s has/have agreed and consented to the development of the Project. The Allottee/s has/have also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.
- N. The principal and material aspects of the development of the Real Estate Project as sanctioned under the RERA Certificate, are briefly stated below -
 - (i) One building comprising of one basement + stilts and thirteen or more upper floors and four or more wings and known as 'Courtyard';
 - (ii) The layout plan in respect of the project has been sanctioned on 24.11.2022 by MCGM, a copy whereof is annexed hereto and marked as Annexure "[D]"
 - (iii) The Real Estate Project shall comprise of units/premises consisting of apartments, flat/s and tenement/s;
 - (iv) Total FSI of 12690.86 square meters has been sanctioned for consumption in the construction and development of the Real Estate Project. The Promoter proposes to eventually consume a further FSI of 4309.14 square meters aggregating to total

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- FSI of 17,000.00 square meters in the construction and development of the Real Estate Project;
- the said Building may vary without affecting the area and location of the said. Premises. The Allottee/s has granted its express consent to carry out the changes/additions and alterations in the said Building and the Layout Plan in respect of the said Property or part thereof as contemplated under Section 14 of the said Act;
- (vi) The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee and are listed in the Third Schedule hereunder written ("Real Estate Project Amenities").
- (vii) The Promoter shall be entitled to put hoarding/boards of their Brand Name viz.

 "Royal Minerva Realty LLP", in a form of Neon Signs, MS Letters, Vinyl & Sun
 Boards on the Real Estate Project and on the façade, terrace, compound wall or
 other part of the Real Estate Project. The Promoter shall also be entitled to place,
 select, decide hoarding/board sites and Digital Display Screens.
- (viii) MCGM has sanctioned the plans and issued Intimation Of Disapproval ("IOD") and the Commencement Certificate ("CC"). Authenticated copy of the said IOD and authenticated copy of CC are hereto annexed and marked as ANNEXURE "[E]" (Colly);
- (ix) The Amended Approved Plans no. P-11576/2022/(4966/B)/H/E Ward/Kolekalyan-H/E/337/2/Amend in respect of the project has been sanctioned on 05.02.2024 by MCGM, a copy of letter whereof is annexed hereto and marked as Annexure "[E]" (Colly);
- (x) The above details along with the annexures to the RERA Certificate, are available for inspection on the website of the Authority at https://maharera.mahaonline.gov.in.
- (xi) The scheme and scale of development proposed to be carried out by the Promoter on the Property in accordance with applicable law as amended from time to time;
- (xii) The Promoter would be entitled to aggregate any contiguous land parcel with the development of the Property, as provided under the Proviso to Rule 4(4) of the RERA Rules.
- (xiii) The development of the Real Estate Project on the said Property is to be carried out over a period of time, in a phase-wise manner, and as may be approved by the MCGM and other public authorities from time to time.
- O. The Allottee has perused a copy of the Proposed Layout Plan dated 24.11.2022 ("Proposed Layout") and which is annexed to this Agreement as <a href="Annexure" [D]", which specifies the location of the new building to be built on the Property, together with a draft proforma specifying the proposed total FSI proposed to be utilized on the Property ("Proposed").

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Potential"), and also, the tentative locations where common areas, facilities and amenities, reservations and other open and built-upon spaces are proposed to be situated.

The Allottee/s is/are desirous of purchasing a residential premises bearing No.1201 of the 2-1/2 BHK-type on the 12th floor of the PINE Wing of the Real Estate Project (hereinafter referred to as "the Premises"), more particularly described in the Second Schedule chereunder.

The Promoter has entered into Standard Agreement/s with an Architect Skyline Architects, having office at 501. C Wing, Trade World, Kamala City, Senapati Bapat Marg, Lower Parel, Mumbai 4000 13, registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.

- R. The Promoter has appointed G.A. Bhilare Consultants Pvt. Ltd., having its registered address at Gaurinandan, Plot No. 13, Shantisheela Society, Near FTII, Law College Road, Erandwane, Pune 411 004, Structural Engineers for the preparation of the structural design and drawings of the buildings and the Real Estate Project shall be under the professional supervision of the Architect and the structural Engineer (or any suitable replacements / substitutes thereof) till the completion of the Real Estate Project.
- S. The Promoter has the right to sell the Premises in the Real Estate Project to be constructed by the Promoter, and, to enter into this Agreement with the Allottee of the Premises to receive the sale consideration in respect thereof.
- T. The Allottee has/have taken inspection of all the documents of title relating to the said Property including the Building Approvals and the approved plans for construction on the said Property and the Allottee has/have satisfied himself/herself/themselves about the entitlement of the Promoter to develop the said Property by construction of the Proposed Building thereon and to enter into these presents. The Allottee has/have demanded and has also taken inspection of the orders and the Building Approvals issued by MCGM and other relevant documents and papers including inter alia the municipal assessment bills, city survey records, record of rights, property register cards and all other documents required to be furnished to the Allottee by the Promoter under RERA and RERA Rules made there under and the Allottee confirm/s that he/she/they has/have entered into this Agreement after being aware of all the facts and after inspecting the aforesaid and other relevant documents and papers. The Allottee has/have also read and understood the terms and conditions and the obligations as prescribed in the various approvals and sanctions obtained by the Promoter and that some of such conditions and/or obligations shall require compliance in continuity even after the development and construction of the Proposed

Promoter Allottee/s Allottee/s

Building is completed and after the management of the Proposed Building is handed over to the said Society and the Allottee has/have agreed to abide by and comply continuing conditions and obligations.

- U. The authenticated copies of the Property Register Card with respect to the Property, which are annexed and marked as Annexure "[B]" hereto;
- The authenticated copy of the plan of the Premises, is annexed and marked as Annexure V. "[F]" hereto;
- W. Copy of the Title Certificate issued by Gradea Sal, Advocates & Solicitors Certifying the right/entitlement of the Promoter with respect to the Property is annexed hereto and marked as Annexure "[H]" hereto ("the said Title Certificate").
- X. While sanctioning the plans, approvals and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Real Estate Project and upon due observance and performance of which only, the Occupation Certificate and Building Completion Certificate in respect of the Real Estate Project shall be granted by the competent authority.
- Y. The Promoter has accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.
- Z. The carpet area of the said Premises as defined under the provisions of RERA, is 77.89 square metres.
- AA. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- The Promoter has agreed to sell to the Allottee and the Allottee has agreed to purchase and BB. acquire from the Promoter, the said Premises, at or for the price of Rs.2,49,80,000/- (Rupees (Two Crore Forty Nine Lakhs Eighty Thousand Only) and upon the terms and conditions mentioned in this Agreement ("Sale Consideration"). Prior to the execution of these presents, the Allottee has paid to the Promoter a sum of Rs.24,98,000/- (Rupees Twenty) Four Lakhs and Ninety Eight Thousand Only), being part payment of the Sale

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Consideration of the Premises agreed to be sold by the Promoter to the Allottee as advance payment (the payment and receipt whereof the Promoter both hereby admit and acknowledge).

CC. Under Section 13 of the RERA, the Promoter is required to execute a written agreement for sale of the said Premises with the Allottee i.e. this Agreement, and is also required to register this Agreement under the provisions of the Registration Act, 1908.

The Parties have gone through all the terms and the conditions set out in this Agreement and have clearly understood the mutual rights and obligations detailed herein.

Promoter hereby agrees to sell and the Allottee hereby agrees to purchase and acquire, the Premises and car parking.

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

1. DEFINITIONS

- "Act" shall mean The Real Estate (Regulation and Development) Act, 2016 and the rules and regulations framed in respect thereof together with all such amendments, modifications and /or re-enactments related thereto;
 - 1.1.1 "Agreement" shall mean this Agreement for Sale, including all recitals and schedules herein and all annexures annexed hereto and shall also include any written modification hereof executed by and between the Promoter and the Allottee;
 - "Allottee" shall include the person who subsequently acquires the Premises and the Covered Parking Space if applicable through sale, transfer or otherwise but does not include a person to whom the Premises and/or the Covered Parking Space is given on rent;
 - 1.1.3 "Allottee's Interest" shall mean the interest payable by the Allottee to the Promoter at 2 (two) percent above the State Bank of India Highest Marginal Cost of Lending Rate, prevailing on the date on which the amount payable by the Allottee to the Promoter becomes due. Provided that in case the State Bank of India Highest Marginal Cost of Lending Rate is not in use then the benchmark lending rates which the State Bank of

Promoter Allottee/s Allottee/s

India may fix from time to time for lending to the general public shall be the rate of interest;

1.1.4 "Premises" shall mean

1201	12 th	77.89	3.11	PINE	Courtyard	(
(1)	(2)	square meters (3)	square meters (4)	(5)	(6)	
		Premises in	Balcony in	and d	a ¹	
No.	<u>.</u> ' <u>.</u>	Area of the	of Deck /			
Premise	Floor	RERA Carpet	Carpet Area	Wing	Building	

and shown with green colour boundary line on the typical floor plan thereof annexed hereto and marked as Annexure F1"

- 1.1.5 "Applicable Law" shall mean all applicable laws, bye-laws, rules, regulations, orders, ordinances, guidelines, policies, notices, directions, judgements, decrees, conditions of any regulatory approval or license issued by a government, government authorities statutory bodies, competent authorities and judgments and other requirements of any statutory and relevant body / authority;
- 1.1.6 "Approvals" shall mean and include but shall not be limited to all the sanctions and/or approvals, permissions, licenses, letters, no objection certificates, exemptions, letters of intent, annexures, intimations of disapproval, commencement certificates, occupation certificates, notifications, sanction of layout plans, sanction of building plans and such other documents / writings by whatever name called that envisage the grant of consent enabling / facilitating construction / development together with renewals, extensions, revisions, amendments and modifications thereof from time to time that have been obtained / shall be obtained from sanctioning bodies / authorities in respect of the construction of the said Building or any part or portion of the Project Land;
- 1.1.7 "Carpet Area" shall mean the aggregate of (i) RERA carpet area of the Premises computed in accordance with Circular No. 4/2017 dated 14th June 2017 issued by the Authority i.e. 77.89 square meters (excluding the area covered by the external walls, areas under service shafts, but

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includes the area covered by the internal partition walls of the Premises)

and (ii) carpet area of the enclosed and open balcony/decks as per

sanctioned Building Plans i.e. 3.11 square meters (exclusive balcony / decks appurtenant to Premises for exclusive use of the Allottee);

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"Construction Defects" means defects in the materials used in the construction of the Project which would result in the failure of a component or part thereof or result in damage thereto; and shall always exclude wear and tear, loss or damage-due to a Force Majeure Event, of changes/ cracks on account any variation temperature/weather, misuse, unauthorized or non-permitted alterations, renovations or repairs and loss or damage caused by any act, omission, negligence, and/or failure to undertake proper and effective care and maintenance as a prudent person would or vagaries of nature.

- 1.1.9 "Covered Parking Space" shall mean 1 (One) enclosed or covered area as approved by the Competent Λuthority as per the applicable Development Control Regulations for parking of vehicles of the allottees which may be in the form of mechanical / stack parking in basements and/or stilt and/or pits and/or ground but shall not include a garage and / or open parking;
- 1.1.10 "Common Areas and Amenities" shall mean the areas, amenities, facilities and infrastructure intended for the common use of the allottees of all the Premises in the said Building alongwith water and electricity supply, security, sewerage, drainage, fire-fighting systems and works, water tanks, etc. as listed in Third Schedule annexed hereto;
- 1.1.11 "Force Majeure Event" shall have the meaning assigned to it under the RERA Act and the MahaRERA Rules made thereunder including any statutory interpretation thereof and include the following events / circumstances which jointly and/or severally, directly and/or indirectly, impact / impede the development activities that are intended to be carried out on the Project Land:
 - (i) Non-availability of steel, other building material, water or electric supply;
 - (ii) war, civil commotion, Act of God, invasions, acts of foreign enemies, rebellions, revolutions, insurrections, military or usurped powers, fire, flood, drought, earthquake, tsunamis, hurricanes,

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typhoons, cyclone, explosion, epidemics, pandemics, lockdowns, natural disasters, accidents, air crashes, war, riot, hostilities of war, civil commotion, terrorist acts or

climatic conditions, volcanic explosive materials, ionizing radiation or conradioactivity thereto;

(iii) any notice, order, rule, notification of other public or competent authority;

(iv) the promulgation of or amendment in a or the issue of any injunction, court of Governmental Authority that prevent complying with any or all the terms a this Agreement;

Any internal modification at the instance of (v) time taken for its completion;

- Acts associated with the action or inaction on the part of the (vi) Allottee resulting in breach of the terms and conditions of this Agreement and/or Applicable Law to be observed and performed by the Allottee and/or any interference or obstruction by the Allottee resulting in the delay or standstill of the work of construction or grant if approvals related to the Project;
- (vii) Any change in the policy of the Government or MCGM or changes in the rules and regulations including DCPR 2034 or delay in granting of requisite permissions by MCGM by any reason and affecting the entire construction / development industry or notifications or orders or directions from any Courts or other similar event beyond the control of the Promoter:
- "FSI" / Paid FSI" / "Premium Paid FSI" shall mean the Floor Space Index 1.1.12 and related building potential as defined and enumerated under various schemes provided under the building laws applicable in the State of Maharashtra;
- "Internal Premises Amenities" shall mean the amenities, fixtures and 1.1.13 fittings listed in the Fourth Schedule annexed hereto proposed to be provided by the Promoter in the said Premises;
- 1.1.14 "Intimation to take Possession" shall mean the written intimation that shall be given by the Promoter to the Allottee to take possession of the

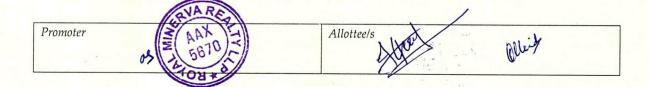
Allottee/s Promoter

Premises within a period of 15 (fifteen) days from the date of the intimation;

"MCGM" shall mean the Municipal Corporation of Greater Mumbai;

"Maximum Development Potential" shall include (a) permissible zonal FSIBUA available in respect of the Said Property, (b) TDR FSI that may be permitted for consumption of the Said Property including as per Notification of Government of Maharashtra dated 16th November, 2016 bearing No.TPS.1813/3067/ CR-122/MCORP/12/ UD-13 (c) Incentive FSI i.e. additional FSI/BUA that may be permitted on payment of premium; (d) fungible FSI/BUA as may be permitted (e) FSI/TDR/Incentive FSI arising out of D.P. Road; (f) other permissible FSI/BUA like for staircase, lift, lift lobby and other areas permitted free of FSI that may be available either by way of payment of premium, or free or otherwise howsoever; and (g) increase in FSI/BUA in (a), (b), (c), (d), (e) and (f) above and otherwise howsoever on account of any change in policies, laws, Development Control and Promotion Regulations, 2034 ("DCPR") (including Development Plan '34), different user or otherwise howsoever (h) additional FSI/BUA which is now available or which may become available in future, arising/emanating from the Said Property (including portions thereof under D.P. Roads set back etc.), or of any other property/properties under the provisions of the applicable rules and regulations prevailing at the relevant time, or in any other manner whatsoever, of the Said Property or in respect of the amalgamated property (i.e. in the event of the Said Property being amalgamated with any one or more properties)

- 1.1.17 "Party" shall mean the Promoter and/or the Allottee/s individually;
- 1.1.18 "Parties" shall mean the Promoter and/or the Allottee/s collectively;
- 1.1.19 "Plans" shall mean the drawings, plans, layout and such other plans and specifications as approved and sanctioned by MCGM and other concerned statutory bodies and authorities in respect of the Project together with amendments, modifications and alterations related thereto together with all future plans, drawings and layouts as may be submitted by the Promoter from time to time and approved by the authorities in respect of the Project;



1.1.20 "Possession Date" shall mean the date on which the notice period under the Intimation to take Possession expires and/or the Allottee takes possession of the Premises, whichever is earlier;

1.1.21 "Project" shall mean the proposed construction and development of the said Building on the Project Land as enumerated under this Agreement;

1.1.22 "Project Completion" shall mean the completion of the entire Project by

31st March, 2028 subject to Force Majeure Events;

1.1.23 "Project Land" shall mean the land admeasuring approximately 4632 0 square meters (as per the Property Register Card in respect thereof) or thereabouts situate lying and being at Vidya Nagari Marg, off CST Road, Manipada, Kalina, Santacruz (East), Mumbai 400098 in the Sub-District and District of Mumbai City and Mumbai Suburban delineated in red colour boundary lines on the plan annexed hereto and marked as "Annexure "[A]" and more particularly described in the First Schedule hereunder written;

- 1.1.24 "Promoter's Interest" shall mean the interest payable by the Promoter to the Allottee at 2 (two) percent above the State Bank of India Highest Marginal Cost of Lending Rate, prevailing on the date on which the amount payable by the Promoter to the Allottee becomes due. Provided that in case the State Bank of India Highest Marginal Cost of Lending Rate is not in use then the benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public shall be the rate of interest;
- 1.1.25 "said Building(s)" shall mean building known as "Courtyard" comprising of one basement + stilts + thirteen or more upper floors and 4 or more wings;
- **1.1.26** "Society" shall mean the existing Neel Shantiniketan Co-operative Housing Society Limited.
- 1.2 The recitals, schedules and annexures in and to this Agreement form an integral part of this Agreement, and in the interpretation of this Agreement and in all matters relating to the agreement herein, this Agreement shall be read and construed in its

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entirety. This Agreement (including its Recitals, Schedules and all Annexures as incorporated into this Agreement by reference), constitutes and represents the final agreed terms and conditions between the parties and supersedes any and all understandings, agreements, allotment letter, correspondences, all prior/previous arrangements, representations (express or implied), assurances, writings, negotiations or discussions between the parties (whether written or oral) in regard to the subject matter hereof / the said Premises or in respect of matters dealt with herein, whether by the Promoter, or any agent, employee or representative of the Promoter.

1.3

In this Agreement:

- If by the terms of this Agreement, any act would be required to be performed on or within a period ending on a day which is a public holiday that act shall be deemed to have been duly performed if it is performed on the working day immediately succeeding the last holiday.
- 1.3.2 the use of words in the singular or plural, or with a particular gender shall not limit the scope or exclude the application of any provision of this Agreement to such person or persons or circumstances unless the context otherwise permits;
- 1.3.3 unless the subject or context otherwise requires, reference to the word "include", "includes" or "including" shall be construed as without limitation;
- 1.3.4 reference to the terms "herein", "hereto", "hereof", or "thereof", and any other similar terms refer to this Agreement and not to the particular provision in which the term is used, unless the subject or context otherwise requires;
- 1.3.5 reference to any one gender, masculine, feminine, or neutral, includes the other two, and the singular includes the plural and vice versa, unless the subject or context otherwise requires;
- 1.3.6 reference to an "amendment" includes a supplement, modification, novation, replacement, or re-enactment, and the term "amended" is to be construed accordingly unless the subject or context otherwise requires;
- 1.3.7 bold typeface, headings and titles are used for convenience of reference only and shall not affect the construction of this Agreement, and/or limit, extend, or define any of the terms, conditions and provisions hereof;
- 1.3.8 when any number of Days is prescribed in any document, the same shall be reckoned exclusively of the first and inclusively of the last day;

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- 1.3.9 wherever the Allottee/s has confirmed, and/or accepted, and/or acknowledged, and/or agreed to, and/or given respect of, any act, deed, matter, thing, item, action, or term of this Agreement, the same means, and shall be deemed irrevocable and unconditional acknowledgement, agreement, undertaking, declaration, representation and warranty on the part of the Allottee/s, imrespect of thing, item, action, or and/or in relation, to such act, deed, matter, provision;
- 1.3.10 wherever reference is made to "allottees" in this Agreement the same means, and shall be deemed to mean, the respective heirs, executors, administrators, successors, and assigns, as the case may be of such "allottees";
- 1.3.11 wherever reference is made to the "discretion of the Promoter", or "Promoter's discretion", and any grammatical variations thereof, the same means, and shall be deemed to mean, the sole, absolute and unfettered discretion of the Promoter, which irrevocably binds the Allottee/s and all other concerned persons, and which shall not be called into question, and/or challenged, and/or disputed in any manner, on any grounds whatsoever, by the Allottee/s and all concerned persons;
- 1.3.12 wherever reference is made to the "entitlement" of the Promoter, and/or the Promoter being "entitled", and any grammatical variations thereof, the same means, and shall be deemed to mean, the full complete, absolute, exclusive and unfettered entitlement and liberty of the Promoter in its sole discretion, over, and/or in relation, to the act, deed, matter, or thing in question;
- 1.3.13 time is of the essence in respect of the performance by the Allottee/s of all his/her/their/its obligations, including financial obligations. If any time period specified herein is extended in writing by the Promoter in its discretion, such extended time period shall also be of the essence;
- 1.3.14 all Aggregate Payments shall be paid by the Allottee/s on or before the due dates for payment thereof, and/or as demanded by the Promoter, without any delay, demur, default, dispute, or deduction, whatsoever;
 1.3.15
- 1.3.15 references to recitals, articles, clauses, schedules and annexures shall be reference to the recitals, articles, clauses, schedules and annexures contained in, or annexed to, this Agreement, as the case may be;
- 1.3.16 references to laws, rules or regulations, or to any provision/s thereof, shall include references to any such law, rules and regulations as they may, after

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the date hereof, from time to time, be amended, supplemented or reenacted, and any reference to a statutory provision shall include any subordinate legislation, including rules or regulations, made from time to time under that provision.

romoter shall in Phase-wise manner, over a period of time, construct the Residential Real Estate Project being the said Building and known as "Courtyard", comprising of one

basement + stilt(s) + thirteen or more upper floors and four or more wings in accordance with the plans, designs and specifications as referred hereinabove, and as approved by the MCGM from time to time. The Real Estate Project shall have the common areas, facilities and amenities that may be usable by the Allottee/s and are listed in the Third Schedule hereunder written, PROVIDED THAT the Promoter shall have to obtain prior consent in writing of the Allottee in respect of any variations or modifications which may dversely affect the Premises of the Allottee/s, except, any alteration or addition required by any Government authorities, or, due to change in law, or any change as contemplated by any of the disclosures already made to the Allottee/s. The Allottee irrevocably and expressly consents to the phase-wise development of the Residential Real Estate Project on the Said Property, and any variations/modifications thereto (including as specified in this Agreement), as may be decided by the Promoter, from time to time, and approved by the concerned authorities, from time to time), and the mode/s of transfer of title to the said premises (as set out in this Agreement), so long as the carpet area of the said Premises and location, and layout of the said Premises and the specifications and amenities to be provided in the Residential Real Estate Project and the said premises therein are not altered/reduced and the use and benefit of the Common Recreational Amenities and facilities (referred to in sub-clause 22.1), subject to conditions, including the fees and other payments as maybe specified by the Promoter/Maintenance Agency (as the case may be), will not be withdrawn. It is clarified by the Promoter that: (a) The Residential building is being constructed/developed as the Phase 1 Development, in phases, as indicated in the schematic section drawing annexed hereto and marked as "Annexure G" (b) Both the Commercial Space and the Residential building are to be part of one composite building and are to touch/join/be connected to each other.

3. Purchase of the Premises and Sale Consideration:

(i) Subject to and upon the terms, conditions and provisions hereof, including payment by the Allottee/s of the aggregate Payments, the Allottee hereby agrees to purchase and acquire from the Promoter, and the Promoter hereby agrees to sell to the Allottee, on what is commonly known as "ownership basis" in terms of RERA, the Premises No. 1201 of the 2 1/2 BHK type admeasuring 81.00 square (A) meters aggregate carpet area (i.e. 77.89 square meters RERA carpet area + 3.11

Promoter Allottee/s Alling

square meters carpet area of deck / balcony) on the 12th Floor in the PINE wing of the said Building i.e. the Premises, as more particularly describe Schedule and as shown in the floor plan annexed and mark hereto, at and for the consideration of agreed to purchase and acquire from the Promoter, the said Premises, at or for the price of Rs.2,49,80,000/- (Rupees Crore Forty Nine Lakhs Eighty Thousand Only). ("the Sale Consideration")

- In consideration of the Premises agreed to be sold by the Promoter to the Allottee/s, (ii) the Allottee/s has/have agreed to pay the Sale Consideration as specified, without any set-off or adjustment what power &
- The Purchase Price (forming part of the Sale Consideration) shall be paid by (iii) Allottee/s to the Promoter in installments as specified in Annexure Allottee deducting therefrom TDS on each such installment as yet the applicable provisions of Section 194-IA of the Income Tax Act, 1961. The Allotter Shan deposit TDS in the government treasury by furnishing challan-cum-statement in Form No.26QB to the Director General of Income-tax (System) or to the person authorized by him in this behalf, within seven days from the end of the month in which the deduction is made, and issue a TDS certificate in Form No.16B to the Promoter within seven working days from the due date for furnishing the challan-cum-statement in Form No.26QB, after generating and downloading the same from the web portal specified by the Director General of Income-tax (System) or the person authorized by him, so as to enable the Promoter to give credit to the Allottee /s for the same. In case of non-payment of TDS by the Allottee to the competent authority, the Allottee shall be deemed to be in default of payment of total sale consideration and the Allottee shall be liable for consequences as a result thereof as more particularly stated hereinafter.
- The Allottee shall make all payments of the Consideration due and payable to the (iv) Promoter through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of "Royal M R LLP Courtyard Master Colle A/C" as mentioned in Annexure "I". In case of any financing arrangement entered into by the Allottee with any financial institution with respect to the purchase of the Premises, the Allottee undertakes to direct such financial institution to pay all such amounts towards the Consideration on respective milestones as mentioned in Annexure "[I]" and "[J]" hereinbelow and the Allottee shall ensure that such financial institution shall disburse/pay all such amounts towards the Consideration due and payable to the Promoter through an account payee cheque/demand draft wire transfer/ any other instrument drawn in favour of "Royal M R LLP Courtyard Master Colle A/C" as mentioned in Annexure "I". Any payments made in favour of any other account other than mentioned hereinabove shall not be treated as payment towards the said Premises and shall be

Allottee/s

Promoter

construed as a breach on the part of the Allottee, in which event the Promoter shall be entitled to terminate this Agreement in the manner stated in this Agreement and the consequences of termination as recorded in this Agreement shall follow.

The Sale Consideration excludes taxes (consisting of tax paid or payable by way of Goods and Services Tax ("GST") and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST, and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or BURBANARY focal, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee alone and the Promoter shall not be liable to bear or pay the same or any part thereof. As on the date of execution of these Presents, the only tax payable in relation to the transaction by the Allottee to the Promoter is GST. The GST is required to be paid together with each installment of the Purchase Price. The timing for payment of such amounts may vary depending upon the manner of implementation of various laws by the Government from time to time.

- (vi) The Sale Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies / Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order / rule / regulation / demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- (vii) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said Building is complete and the Occupation Certificate is granted by the MCGM, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three per cent). The total Sale Consideration payable on the basis of the carpet area of the Premises, shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit of 3% (Three Percent), then, the Promoter shall refund the excess money paid by Allottee/s within 45 (forty-five) days with annual interest at the rate specified in the Rules, from the date when such an

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excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand an Allottee/s towards Sale Consideration, which shall be orior to taking possession of the Premises. It is clarified that the pays made by the Promoter/Allottee, as the case may be under this made at the same rate per square meter as agreed in clause 3(4)

- The Allottee/s is/are aware that in the event any cheque issued by the Allottee to (viii) the Promoter with respect to any amounts payable by the Allottee in cor with the said Premises is dishonored /is returned ungaid for v cheque return charges of Rs.10,000/- (Rupees Ten Thousand Only equivalent to 1% of the cheque amount towards administrative event will be additionally payable by the Allottee by estimate of damages in the nature of liquidated damages to the Promo penalty including GST, Service Tax, if any applicable on such charges.
- Notwithstanding anything to the contrary, the Allottee hereby unconditionally (ix)and irrevocably authorizes the Promoter to adjust/ appropriate all payments made by the Allottee, firstly against any cheque return charges and administrative expenses as mentioned herein, secondly against any interest on delayed payments, thirdly against any government dues / taxes payable with respect to the said Premises, and lastly against any outstanding dues / amounts (including the Sale Consideration) in pursuance of this transaction. The Allottee agrees and undertakes not to raise any objection or claims with regard to such adjustments and waives his right to do so in this regard. The rights of the Promoter under this clause are without prejudice to the rights and remedies of the Promoter under this Agreement and at law including the right to terminate this Agreement. The Promoter will also have a charge on the said premises for all amount/s (including interest thereon) which becomes due and payable to the Promoter by the Allottee (under the provisions of this Agreement) till such time as the said outstanding amount/s (including interest thereon) are paid to the Promoter.
- The Promoter shall allot 1 (One) Mechanical / Stack car parking(s) to the (x) Allottee/s in car parking space/s being constructed in the basement / stilts / ground of the Project and more particularly mentioned in the second Schedule hereunder written and hereinafter referred to as the "Parking Space(s)". The exact location and dimension of Parking Space(s) will be finalized by the Promoter only upon completion of the Real Estate Project in all respects. The Parking Space(s) shall be for the Allottees and Allottees' visitors. The Allottees are aware that just as the Parking Space(s) will be for his/her exclusive use, similar s of the respective parking spaces to other allottees of premises

Promoter

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shall be granted by the Promoter and that the same shall be binding on the Allottee, his/her nominees and assigns. The Allottee agrees that the Parking Space(s) would be used exclusively for parking of light motorized vehicles and would not be used as storage or put to any other use under any circumstances, inclusive of housing pets, cattle, animals etc.

The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the MCGM at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Premises to the Allottee, obtain from the MCGM, the Occupation Certificate or Completion Certificate in respect of the said Premises.

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- Time is of the essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Project and handing over the Premises to the Allottee after receiving the Occupation Certificate in respect thereof and the common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee and are listed in the Third Schedule hereunder written. Similarly, the Allottee shall make timely payments of all instalments of the Sale Consideration and other dues payable by him/her (including deposits, taxes and outgoings) and meeting, complying with and fulfilling all its other obligations under this Agreement. The Promoter shall, in respect of the Consideration and any other amount remaining unpaid by the Allottee/s under the terms and conditions of this Agreement will have a first lien on the said Premises. It is an essential and integral term and condition of this Agreement and of the title to be created in respect of the said Premises under this Agreement in favour of the Allottee/s, that only if the full amount of the said Consideration as aforesaid, as well as all Other Amounts & Deposits payable by the Allottee/s hereof are paid by the Allottee/s to the Promoter and Allottee/s has/have furnished to the Promoter the requisite Form 16B for all amounts of TDS, shall the Allottee/s have/ has or be entitled to claim any rights under this Agreement and/or in respect of the said Premises.
- 6. All the aforesaid amounts paid by the Allottee/s will be proportionately adjusted by the Promoter first towards the outstanding interest and thereafter towards the total Consideration payable by the Allottee/s to Promoter under this Agreement. The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 7. The Purchase Price mentioned in clause hereinabove, has been arrived at and mutually agreed to after having taken into consideration the following-

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Allottee/s

7.1 The facts as stated in Clause 9 hereinbelow, inter-alia, regarding Maximum Development Potential and the Clause 10 regarding the Rights of the Promoter that the same may cause inconvenience to the Purchaselys, or

7.2 The Allottee/s shall not make any claim for damage or abatement in the agreed consideration on any account whatsoever, including the facts mentioned below; or

The Sale Consideration is only in respect of the said Premises in bare-shell condition and the said Covered Parking Space/s and amenities as mentioned in Schedule hereunder

7.3 The Allottee/s having to bear the inconvenience, noise irritation and nuisance which would be caused when the Promoter undertakes additional construction.

8. FSI, TDR and development potentiality with respect to the said Building on the Property:

The Allottee hereby agrees, accepts and confirms that the Promoter proposes to develop the Real Estate Project (including by utilization of the full development potential) in the manner more particularly detailed herein and as depicted in the layout plans, proformas and specifications at <u>Annexures "[D]"</u> hereto and Allottee has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

9. FSI, TDR and maximum development potentiality with respect to the Proposed Future and Further Development of the Building:

The Allottee hereby agrees, accepts and confirms that the Promoter proposes to develop the Property by utilization of the maximum development potential which may include but shall not be limited to the construction of the Said Building and/or any other buildings/structures on the Said Property or part thereof now or at any time in future and for that purposes the Promoter shall be entitled to make such additions, alterations, amendments, deletions and/or shifting in the layout of the Said Property at any time in future as may be deemed necessary by the Promoter, without the consent of the Allottee/s, which may include but shall not be limited to construction of a new building in place of the demolished structure/s, relocating either partly or fully the R.Gs area/s whether located on the ground or anywhere on the Said Property to any other part of the Said Property, etc. and further for the aforesaid purposes the Promoter shall also be entitled to make such changes in the Latest Plans in respect of the said Building PROVIDED HOWEVER that such change shall not affect, in any manner whatsoever, the area and location of the Premises agreed to be purchased by the Allottee/s under this Agreement and the Allottee/s hereby give their express and unequivocal consent to the same. Provided always that the Promoter shall be at liberty at any time in the future, at its sole

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discretion to change, amend, modify and alter the layout, scope, scale and user of the Said Property or any part thereof and the Allottee/s has granted their express consent to amend and change the Layout in respect of the Said Property and develop the same in phase-wise matter cred-andertake multiple real estate projects therein in the manner more particularly described hereinabove and as depicted in the layout plans, proformas and specifications at Alarexthres. Desperous hereto constituting the Proposed Layout Plan and the Proposed Potential and Allotter has anxeed to purchase the said Premises based on the unfettered and vested rights up the Promoter hat each phase of the said Real little. Propert as and when undertaken) will comprise of earmarked sections of the proposed Development. It is expressly informed by the Promoter and understood by the Alletter has the common will be submitting, in phases, the aforesaid proposed revised plans from to the MCGM and the development will be carried out by the Promoter (on its own account and for its own benefit), in phases, in accordance with the plans sanctioned from time to time, so as to utilize and consume the optimum and maximum development potential (present and future) of the Said Property;

10. The Allottee/s is aware that the MCGM has sanctioned building plans in respect of the said Building upto thirteen floors and consumes FSI of 17,000 square meters or thereabouts. Provided further if the Development Potential of the said property as defined hereinabove is not fully utilized for construction of the said building for any reason whatsoever then in that event the rights of the Allottee/s or the Society in the Development Potential of the said building shall stand restricted to the FSI consumed in construction of the said building as per the final plans/approvals that are sanctioned by the MCGM and the Promoter shall be entitled to utilize balance/surplus Development Potential of the said building for construction of any other building and/or structures on the said Property and the Allottee has hereby given his/their irrevocable consent for the consumption of the Maximum Development Potential of the said Property and for the amendment and revision of the layout and the building plans of the said building for this purpose. The Allottee is aware and hereby expressly records, declares and confirms that right of the Allottee/s of the said Building and/or the Society shall be restricted to the FSI utilized in construction of the said building as per the final approvals from the MCGM. It is clarified by the Promoter that the amenities space, services areas, utilities space, RG areas, car-parking spaces, Fitness Centre and Society Office etc. as per present sanctions shall be changed depending on the phase wise development; accordingly the existing amenities space, services areas, utilities space, car-parking spaces, Fitness Centre and Society Office shall be subject to conversion/amalgamation into Apartments with revised amenities space, services areas, utilities space, car-parking spaces, Fitness Centre, Society Office at revised levels, as may be permitted and sanctioned by the authorities at the discretion of the Promoter.

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The Allottee/s is also aware and agrees that the Promoter is proposing to and reserves the right and shall be entitled to put up additional construction in the for profedditional floors above or extension to existing floor plate of the said Building by revising the afor sanctioned plans (but without reducing the carpet area and dimensions agreed to be aquired by the Allottee under this Agreement and without altering t thereof) by making amendments to the sanctioned floor plans in compliance applicable regulations in the event of amalgamation of two or more premises as the promoter may decide (at its sole discretion, considering the uncertainties approvals/development regulations/exigencies), by enclosing/amalgamating portion of the area/space which is located/to be located between the front doors of the concerned premis proposed to be amalgamated), or decks/extensions/balconies to be concerned premises (white amalgamated), or by change/reduction in the shaft area on the concerned floor.. The Promoter has informed and the Allottee/s is aware that the said building may be further extended in the future for construction of additional upper floors and other buildings/structures that may be proposed to be constructed in future at the sole and absolute discretion of the Promoter even after (i) the Allottee/s has been put in possession of the Flat; and (ii) hand over to the Society TO THE END AND EFFECT that upon such construction, the said Building and additional upper floors shall be interconnected and shall be used jointly by all the occupants of the said building for the purpose of ingress and egress and also for joint usage of any amenities and facilities provided by the Promoter thereon. The Allottee/s is aware that on such extension and additional construction being undertaken, the same is bound to cause inconvenience/ nuisance/ irritation to the Allottee/s. The Allottee/s has/have entered into this Agreement with full knowledge with the aforesaid facts and the Allottee/s hereby expressly consents to such extension including for amending the plans in respect of the said building and not make any claim for damage or abatement in the agreed Consideration on any account whatsoever including on the grounds of noise or air pollution, inconvenience, annoyance or otherwise or on the ground that light and air and/or ventilation to the Premises or any other part of the said building being affected by such construction and this consent shall be considered to be the Allottee's consent contemplated by RERA.

12. Possession Date, Delays and Termination:

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(i) The Promoter shall complete construction and obtain Occupancy Certificate (OC) along with water supply in respect of the said premises and give possession of the Premises to the Allottee on or before 31st day of March, 2028 ("Possession Date"). Provided however, that the Promoter shall not incur any liability and shall be entitled to extension of time for giving delivery of the Premises on the Possession Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors:-

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Any force majeure events;

Any notice, order, rule, notification of the Government and/or other public or competent authority/court;

Any stay order / injunction order issued by any Court of Law, competent authority, MCGM, statutory authority;

Any other circumstances that may be deemed reasonable by the Authority.

Any orders passed by any Court / competent authority/ judicial / quasijudicial / body or administrative authority and/or extension of time for giving possession as may be permitted by the Regulatory Authority under RERA due to such circumstances as may be deemed reasonable by the Authority and in any of the aforesaid events, the time for delivery of possession of the said premises to the Allottee shall stand extended by such period of delay.

- (ii) If the Promoter fails to abide by the time schedule for completing the said Real Estate Project and for handing over the said Premises to the Allottee on the Possession Date (save and except for the reasons as stated herein, then the Allottee shall be entitled to either of the following:-
 - (a) call upon the Promoter by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("Interest Notice"), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon for every month of delay from the Possession Date ("the Interest Rate"), on the Sale Consideration paid by the Allottee. The interest shall be paid by the Promoter to the Allottee till the date of offering to hand over of the possession of the said Premises by the Promoter to the Allottee; OR
 - (b) the Allottee shall be entitled to terminate this Agreement by giving written notice to the Promoter by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("Allottee Termination Notice"). On the receipt of the Allottee Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 days from the date of receipt of the Termination Notice by the Promoter, the Promoter shall refund to the Allottee the amounts already received by the Promoter under this Agreement with interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("Interest Rate") to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly

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in this clause), the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or car park space(s) and the Promoter shall be entitled to deal with and/or dispose on the said Premises and/or the car park space(s) in the manner it deems fit and proper.

- (iii) In case if the Allottee elects his remedy under sub-classian such a case the Allottee shall not subsequently be entited sub-clause (ii) (b) above.
- (iv) If as a result of any legislative order or regulation or direction of the Government or public authorities or an aforesaid Force Majeure condition which cannot be resolved within a reasonable time, the Promoter is unable to complete the Residential Real Estate Project and/or to give possession of the said premises to the Allottee, the only responsibility and liability of the Promoter will be to return to the Allottee the total amount (attributable to the said premises) that has been received from the Allottee (in terms of this Agreement) and, save as aforesaid, the Allottee shall have no right/claim of any nature whatsoever relating to the said premises or against the Promoter or otherwise on any account whatsoever and howsoever.
- (v) It is expressly clarified by the Promoter and agreed by the Allottee that if the Allottee desires any modification/s in the specification/s and amenities to be provided in the said premises and offers to make payment of the additional charges for such modification to the Promoter in advance and if the Promoter accepts such offer, then the time required for such modification shall be added to the time for delivery of possession of the said premises to the Allottee.
- (vi) If the Allottee fails to make any payments including Sale Consideration, any deposits, any other charges or penalties on the stipulated date/s and time/s as required under this Agreement, then, the Allottee shall pay to the Promoter interest at the Interest Rate, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.
- (vii) Without prejudice to the right of the Promoter to charge interest at the Interest Rate mentioned at Clause 12 (iv) above, and any other rights and remedies available to the Promoter, either (a) on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the

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Promoter under this Agreement (including his/her/its proportionate share of levied by concerned local authority and other outgoings) and/or (b) the emmitting three defaults of payment of instalments of the Sale ideration, the Promoter shall be entitled to, at his own option and discretion, erminate this Agreement, without any reference or recourse to the Allottee. Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee ("Default Notice"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee ("Promoter Termination Notice"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee. On the receipt of the Promoter Termination Notice by the Allottee, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this sub-clause, the Promoter shall be entitled to forfeit Ten (10) percent of the Sale Consideration ("Forfeiture Amount") as and by way of agreed genuine pre-estimate of liquidated damages. It is further clarified that in the event of termination of this Agreement by the Promoter (as provided in this Clause) if any amount/s have been paid/reimbursed by the Allottee to the Promoter towards GST (as specified in this Agreement), the same shall be refunded by the Promoter to the Allottee subject only upon the same being received by the Promoter from the concerned government/ statutory authorities and only to the extent received. Within a period of 30 (thirty) days of the Promoter Termination Notice, the Promoter shall (after deduction / adjustment of the Forfeiture Amount and any other amount which may be payable to Promoter) refund to the Allottee, the balance instalments or amount of the Sale Consideration which may till then have been paid by the Allottee to the Promoter. Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or car park and the Promoter shall be entitled to deal with and/or dispose off the said Premises and/or car parks in the manner it deems fit and proper.

(viii) Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or extension / allowance of additional time to the Allottee shall not be construed as a waiver, on the part of the Promoter, of any breach

Promoter

Allottee/s

Allottee/s

or non-compliance of any of the terms and conditions of this Agreement by the Allottee nor shall the same in any manner prejudice the rights of the Promoter.

- 13. The common areas, facilities and amenities in the said Project that may be usable by the Allottee and are listed in the Third Schedule hereunder written. The internal litting and fixtures in the said Premises that shall be provided by the Promoter are listed in the Fourth Schedule hereunder written.
- 14. The Allottee/s has/have been informed and is aware that:
 - a. all natural materials that are to be installed in the Project and/or the Premises and/or that form a part of the Premises Amenities, including marble, grantee natural timber etc., contain veins and grains with tonality differences/variations at the time of installation will be unavoidable;
 - b. the warranties of plant equipment, machinery, appliances, various other facilities and electronic items installed in the Project and/or Premises by the Promoter shall be as per the standard warranties provided by the manufacturer only and accordingly any defect in such plant, equipment, machinery, appliances, various other facilities and electronic items, and/or the installation thereof, shall be rectified in accordance with the warranties provided by the system / equipment installer / manufacturer only and it is agreed and acknowledged that, beyond manufacturer warranties, comprehensive/ non-comprehensive annual maintenance contracts shall be obtained by the Allottee/s and/or Society, as the case may be; and
 - the equipment, machinery, appliances, various other facilities and electronic items installed and forming a part of the Premises and/or common areas and Amenities shall be maintained, serviced and repaired by third party manufacturers, suppliers, dealers or maintenance providers who alone shall be appointed and engaged for such maintenance, service and repair etc. and if such equipment, machinery, appliances, various other facilities and electronic items are maintained, serviced and repaired, and/or tampered with, in any manner by any person other than the authorized third party manufacturers, suppliers, dealers or maintenance providers, then the warranties in respect thereof shall be rendered void.
- 15. The Promoter shall, for betterment thereof, and/or for quality control purposes, and/or due to non-availability or short supply, any of the Premises Amenities and/or Common Areas & Amenities and/or materials or items used, or comprised therein, may be altered, amended, or substituted and/or materials or items of a similar nature, materials or items may be provided and the Allottee shall accept the same without any recourse.

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16. Procedure for taking possession:

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Upon obtainment of the Occupancy Certificate from the MCGM and upon payment by the Allottee of the requisite instalments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the said Premises to the Aliottee in writing ("Possession Notice"). The Allottee agrees to pay the maintenance charges as determined by the Promoter or the Society, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the Occupancy Certificate of the Real Estate Project.

The Allottee shall take possession of the said Premises within 15 days of the Possession Notice.

Allottee shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Allottee. Irrespective of whether the Allottee takes or fails to take possession of the Premises within the time provided above, such Allottee shall continue to be liable to pay maintenance charges and all other charges with respect to the Premises, as applicable and as shall be decided by the Promoter.

- (iv) Within 15 (fifteen) days of receipt of the Possession Notice, the Allottee shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project and Property including inter-alia, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM or other concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of housekeeping staff, clerks, bill collectors, Security staff, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project and/or the Property. The Allottee further agrees that till the Allottee's share is so determined by the Promoter at its sole discretion, the Allottee shall pay to the Promoter provisional monthly contribution as mentioned in Annexure "[J]" towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and shall remain with the Promoter until handover to the Society. The aforesaid deposits less any deductions as provided for in this Agreement, shall be paid over by the Promoter to the Society.
- (v) So long as the Promoter obtains from the MCGM, the Part Occupation Certificate in respect of the floor on which the said premises is to be located, the Allottee shall pay the balance of the agreed total Consideration/price and the other amounts as per the

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Allottee/s

provisions of this Agreement and obtain from the Promoter passession of the said premises and shall thereafter be entitled to use and occupy the same in accordance with the provisions of this Agreement.

- Without prejudice to its other rights under this Agreement, the Promoter shall, at its (vi) sole discretion, be entitled to condone the delay or default on the part of the Allottee on the condition that the Allottee shall, in addition to all its other habitities and obligations herein, including payment of all the amounts payable at the time possession (as per the provisions of this Agreement) bear and pay to the Promoter separate/independent pre-estimated fixed charges, laddition to (and substitution of) interest, calculated at the rate of Rs. 200 per sq. mtrs. Rupees Two Hundred only per square meter) of Aggregate Carpet Area of the said premises per month plus applicable GST thereon (hereinafter referred to as the "Holding Charges") after the expiry of one month from the date of receipt of the intimation to take possession, till the Allottee complies with his/her/its obligations and takes possession of the said premises. It is clarified that, notwithstanding anything stated in this clause, upon expiry of a period of 90 (ninety) days from the date of receipt by the Allottee of the intimation to take possession, the Promoter shall, in addition to the right to levy Holding Charges as stated hereinabove, be entitled at its sole discretion to cancel this Agreement and refund the payments received from the Allottee in accordance with the provisions of Clause 3 of this Agreement.
- (vii) After possession of the said premises has been given to the Allottee by the Promoter in terms of this Agreement, the Allottee shall not give the said premises on Leave & License / Lease/care taker basis or allow any third party to occupy the said premises or any part thereof (for brevity referred as rental), unless the (a) Allottee has obtained the prior written consent of the Promoter/ Society, as the case may be, for the same, which consent shall be given on such terms and conditions as may be specified by the Promoter/ Society, as the case may be, (b) only if such rental is for a minimum duration of twelve months and (c) upon the Allottee having furnished the required Forms/documentation as specified by the Promoter/ Society, as the case may be and (d) the Allottee is not in breach/ default of any of its commitments/payments under this Agreement.

17. Defect Liability Period.

- 17.1 The provisions of the Act mandate a defect liability period of five years for any structural defect in the Premises or any defects in the Project on account of workmanship, quality or provision of service.
- 17.2 The Promoter has informed the Allottee that upon the completion of the Project the Promoter shall handover to the Society, the warranties, guarantees and annual maintenance contracts that shall be received by the Promoter from third party

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In case of any structural defect in the Premises or any defects in the Project on account of workmanship, quality or provision of service, which are outside the purview of the warranties, guarantees and annual maintenance contracts provided by the third-party contractors / vendors, then in that event wherever possible such defects shall be rectified by the Promoter at its own cost and expense. Provided however, the Promoter shall not be liable to carry out such rectification in case if such defects have surfaced by reason of any act of the Allottee or any other force majeure circumstance arising. The Allottee hereby agrees and undertakes that the Allogies shall not carry out any alterations of whatsoever nature in the said Premises or Fings or any structures related to the Common Areas and Amenities of the Project which shall include but not be limited to columns, beams etc. or in the fittings therein, in particular. It is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connection or any erection or alteration in the bedroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out by the Allottee and which result in any defect, then the defect liability of the Promoter shall automatically become void ipso facto. The word defect here means only the manufacturing and workmanship defects caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of Premises by the allottees /occupants, vagaries of nature etc.

- In spite of all the necessary steps and precautions taken while designing and constructing the Project, concrete slabs/beams may deflect due to self-weight, imposed load, creep and/or shrinkage phenomena (the inherent properties of concrete), for years after construction. Further the Allottee/s may come across cracks in finishes, flooring, ceiling, slab gypsum etc. as a result of such slab/beam deflection and also caused due to any renovation and/or alterations etc. carried out by the Allottee/s and any other allottees/purchasers/occupants of the Premises in the Project. The Allottee/s agree/s and covenant/s not to hold the Promoter liable and/or responsible in respect thereof.
- 17.5 It shall be the responsibility of the allottee to maintain his/her/their Premises in a proper manner and take all due care needed including but not limiting of the joints in the tiles in his/her/their Premises are regularly filled with white cement/epoxy to prevent water seepage.
- 17.6 Further where the manufacturer warranty as shown by the Promoter to the allottee ends before the defects liability period, and if the annual maintenance contracts are not done/renewed by the Allottee/s, the Promoter shall not be responsible for any defects occurring due to the same.

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- The project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/sharifacturers that all equipment's, fixtures and fitting shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the Premises and the common project amenities wherever applicable.
- The Allottee has been made aware and that the Allottee expressly agrees that the regular wear and tear of the Premises/Unit/Wing/Building includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature, the same shall not amount to structural defects and hence the same shall not be attributed to either bad workmanship or structural defect.
- 18. The Allottee shall use the said Premises or any part thereof or permit the same to be used only for the purpose of residence. The Allottee shall use the car parking space only for the purpose of parking the vehicle.
- 19. It is clarified by the Promoter and understood and consented to by the Allottee as an express and essential/integral term and condition of this Agreement that:
- 19.1 As the said Society is already in existence, the Promoter shall call upon the Allottee to join in as a member of the said Society and for this purpose, also from time to time sign & execute the application for membership and other papers and documents necessary for becoming a member, duly filled, signed & returned to the Promoter within 15 days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to make necessary application to the said Society for admitting the Allottee as the member of the said Society, and subject to the Allottee before delivery of possession of the said Premises in accordance with Clause 16 (iv) above, depositing the amounts with the Promoter as mentioned in <a href="Annexure "[J]". The above amounts are not refundable and no accounts or statement will be required to be given by the Promoter to the Allottee in respect of the above amounts deposited by the Allottee with the Promoter.
- 19.2 The Allottee shall pay to the Promoter a sum as mentioned in Annexure "[J]" for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law / Advocates of the Promoter in connection with this Agreement, the transaction contemplated hereby, for preparing other deeds, documents and writings.
- 20. The Allottee is aware that the Promoter proposes to put up multiple Billboards / Digital Display Screens / Hoardings on the dead-wall, façade and Terrace of the building, and which

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dead-wall / facade may be abutting the said Premises and the Allottee for himself and as a member of the said Society gives his irrevocable consent to the same. The Promoter proposes the billboards / digital display screens / hoardings for the purpose of generating for themselves through advertisements, license fees and any other mertiumand the Allotted for himself and as a member of the said Society shall not ask for any share or compensation or cost or license fees or rent for using such surfaces / spaces of the said Building. The Allottee recognizes the perpetual right of the Promoter to use such building surface / space and shall not cause any obstructions, hindrances or raise any objections or complaints in the future regarding the Promoters' right to use and enjoy the profits generated from it. The Sale Consideration includes the cost for recognizing the right of the Promoter under this clause. The Promoter shall incur substantial cost for putting up such billboards, digital display screens & hoardings which shall be compensated from the advertisement fees generated by licensing the same. However, such spaces or surfaces shall be restricted to certain dedicated spaces of the building and shall be accessible only from the Common Areas of the building. The Promoter shall take utmost care in the proper use and maintenance of such spaces, however the Allottee is made aware that the light / sound emitted from such spaces may cause disturbances to the Allottee or the occupants of the said Premises and the Allottee consents to the same. The Promoter alone shall bear the cost for the electricity charges, maintenance, repairs & installation cost of the billboards / digital display screens / hoardings and the Allottee or the Society shall not be responsible for the same in any manner. The Allottee undertakes without any recourse to execute for himself and as a member of the said Society such agreements / documents as may be necessary in the future to recognize the rights of the Promoter under this clause and to give proper effect and sanctity, if required.

21. The Promoter has informed the Allottee that there may be common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Property. The Promoter has further informed the Allottee that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allottee along with other purchasers of flats/premises in the Real Estate Project and/or on the Property, and the Allottee shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the purchasers of flats/units/premises in the Real Estate Project including the Allottee herein and the proportion to be paid by the Allottee shall be determined by the Promoter and the Allottee agrees to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Allottee nor any of the purchasers of flats/premises in the Real Estate Project shall object to the Promoter laying through or under or over the Property or part thereof pipelines, underground electric and telephone

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cables, water lines, gas pipelines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/towers which are to be developed and constructed on any portion of the Property.

22. RECREATIONAL FACILITIES IN THE PROJECT.

- 22.1 The Common Areas & Amenities, as currently planned include a proposed fitness centre, and certain recreational facilities for the benefit of all Allottee's, purchasers, owners and occupiers of residential premises/flats in the entire Project. Subject to the Allottee complying with, observing and performing all the terms, conditions and provisions of this Agreement, including making payment of the Aggregate Payments, the Allottee will be entitled to apply for and take up membership of such fitness centre, and after Project Completion, the Allottee may access, use, and enjoy the same, in respect of which the Allottee will be liable to comply with seriain terms and conditions.
 - 22.1.1 It is clarified that the common recreational facility/ies and/or amenity/ies which are to be located in the Building/Residential Real Estate Project, shall be available for use by the time the development of the Said Property is completed entirely. The Allottee shall have no objection to the Promoter carrying out the work on the aforesaid common recreational facility/ies and/or amenity/ies to be located in the Building/ Residential Real Estate Project, after taking over possession of the said Premises.
 - 22.1.2 The Promoter proposes (at its sole discretion and if permissible by law) to construct on the topmost terrace level of the Residential Real Estate Project (as may be finally constructed) an open to sky or enclosed swimming pool and the same shall be for the common use and benefit of all the Allottees of the Residential Premises in the Residential Real Estate Project (as may be finally constructed). The location of the said swimming pool is shown in the tentative plan of the terrace floor which is annexed hereto and marked as Annexure "K".
- 22.2 The Promoter has informed the Allottee of the following facts, matters and circumstances that shall pertain to the fitness centre and recreational facilities, which the Allottee has/have fully accepted, agreed and confirmed that is:
 - 22.2.1 the fitness centre, club house and recreational facilities shall be constructed and shall have the equipment, infrastructure, amenities and facilities as the Promoter deems fit, in its discretion;
 - 22.2.2 the use, benefit and enjoyment of the fitness centre and recreational

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facilities shall be, inter alia, solely and exclusively for all allottees, purchasers, owners and occupiers of residential flats in the Project) (collectively, "Users"). The Users shall use and enjoy the same on the same basis and consistently, without any preferential, exclusive or additional/further right or benefit;

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The management and operations of the fitness centre and recreational facilities shall, until handed over by the Promoter to the Society, shall be under the sole, exclusive and absolute control of the Promoter, and/or the Facility Management Company (FMC) (if appointed by the Promoter), who shall be entitled to inter alia, frame, and implement, the aforesaid rules and regulations in respect thereof.

- 22.2.4 The entitlement to use the fitness centre and recreational facilities is and shall be personal to the Allottee, and is not transferable or assignable in any manner; provided that on the completion of any permitted sale and transfer of the said Premises by the Allottee, or their assigns to any persons ("Premises Transferees"), the Premises Transferees shall solely be entitled to use and enjoy the fitness centre and recreational facilities in place and stead of the Allottee (who shall automatically and forthwith cease to be entitled to access, and enjoy the same), subject to the Premises Transferees making the necessary applications for membership and completing all formalities as may be required of them, at such time. Under no circumstances, shall the Allottee or any Premises Transferees be entitled to use, enjoy or access the club house and recreational facilities after he/she/they/it have sold and transferred the said Premises.
- 22.2.5 There may be recreational, social and other related events, performances, activities, parties, gatherings, etc. held in the fitness centre, and/or in the recreational facilities during the day or night, by the Promoter, and/or the FMC and/or Users. The Allottee, for himself/herself/themselves/itself and as a prospective member of the Society shall not be entitled to raise any disputes, differences, or objections in and/or hinder, restrict, obstruct or interfere in such events;
- 22.2.6 The fitness centre and other amenities in the said Project shall be operated and maintained out of the deposits towards maintenance and management of common areas as described in Annexure "J", which shall be proportionately levied, and paid by all Users in the Project. However, if,

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prior to the operations, administration, management, charge and control of the fitness centre and recreational facilities extanted over to the ociety, the actual charges and expenses required to be made for maintenance received thereof may exceed the amount so aforesaid purchasers, allottees and occupants, the FMC, shall be entitled to call for and demand such additional amounts from all Users, and/or the Society. In the event of substantial number of such Users, as determined by the Promoter, in its discretion, dela default in payment of such additional ambeint demanded by the Promoter and/or the FMC, the Promoter and/or the IMC shall not be obliged to operate, and/or manage, and/or maintain the club house and recreational facilities, and it/they may, in its/their discretion stop of suspend the same till receipt of such amounts as it/they determine/s necessary, in its/their discretion.

- The Allottee agrees and binds himself to regularly deposit, the further deposits towards maintenance and management of the common areas and the facilities/ utilities/services/ conveniences and infrastructures in the Residential Real Estate Project and the Said Property (to the extent attributable to the said premises), as provided in Annexure "J" and:
 - 22.3.1 The Allottee shall also pay to the Promoter, the usage charges as may be prescribed by the Promoter (or the authority/agency as may be appointed by the Promoter for managing/maintaining, inter alia, the Common Recreational amenities and facilities to be located in the Residential Real Estate Project (referred to this Annexure "J") once the same are ready for use, including charges of such authority/agency and applicable taxes thereon.
 - 22.3.2 The Allottee shall bear and pay (or reimburse to the Promoter) the GST (and other taxes/levies) as may be chargeable on all the aforesaid payments, contribution/s, legal expenses and/or ad hoc amounts and/or deposits that may be payable by the Allottee in accordance with this Agreement (including this Clause).
- 22.4 The Allottee agrees and binds himself/herself/itself/themselves to bear and pay his/her/ its/their proportionate share of the expenses and outgoings for the maintenance/ management / repair / replacement of the Said Property and the Residential Real Estate Project (as may be finally constructed thereon), its compound, common areas and lift/s, common lights, infrastructural utilities/services/ facilities / facilities, conveniences, etc. and including (but not limited to) proportionate share of Insurance statutory payments (including taxes, land revenue, cesses, levies, Premium, if any,

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statutory charges, etc.) that may, from time to time, be levied by the statutory authorities in respect of/against the Residential Real Estate Project (as may be finally constructed

(thereon) and the Said Property, proportionate share of water taxes & water

consumption charges, and other outgoings incurred in connection with the Said

Property and the Residential Real Estate Project (as may be finally constructed thereon).

22.4.1 In this regard, the Allottee shall keep deposited with the Promoter, within 15 (Fifteen) days from intimation to take possession of the said premises as

provided in Clause 16 above, an ad hoc deposit as mentioned in Annexure "J"

which is computed based on the estimated maintenance costs, but subject to

revision by the Promoter/FMC (referred to in sub-clause 22.2.3), based on

actual costs, from time to time) as security towards payment, from time to

time, to the FMC towards his/her/their/its proportionate share of the aforesaid

expenses and outgoings in connection with the Said Property and the

Residential Real Estate Project (as may be finally constructed thereon), till the

said Society takes over the management of the same. It is clarified that the

aforesaid sums of deposits/ad hoc amounts is based on the estimated

maintenance costs (which is not final and is subject to revision as aforesaid, from time to time) and therefore it shall last for such period of time until it is

depleted, presently such period is estimated to be a period of approximately

12 (twelve) months or could be lesser (depending on the actual costs). The

aforesaid sums of deposits/ad hoc amounts and the further ad hoc deposits (if

any) shall not carry interest and will remain with the Promoter (subject to the

payments to the FMC referred to in sub-clause 22.4.2, as aforesaid) until the

Society takes over the management and thereupon the balance of such

deposits/ad hoc amounts remaining with the Promoter (if any), shall be paid

over by the Promoter to the said Society/ each of the respective members of

the said Society (as the Promoter may decide, at its discretion).

22.4.2 The Allottee expressly authorizes the Promoter to enter into the required contract with such FMC on behalf of the Allottee and the Allottee undertakes to abide by the terms and conditions of the Agreement with such FMC and pay to such FMC, its proportionate share of the outgoings (as may be determined by such FMC) and also the fees and charges of such FMC along with applicable taxes. In such event, the Promoter shall not be responsible/liable to the Allottee (and other transferees of apartments/ premises in the Residential Real Estate Project for the management, maintenance, payment of taxes, outgoings etc. in respect of/relating to the Residential Real Estate Project and/or the Said Property. The Promoter shall be entitled to and is authorized by the Allottee to reimburse/pay to the FMC,

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the above amounts charged by the FMC, out of and to the extent of the deposits/ad hoc amounts specified in Annexure "J" and the further ad hoc deposits/ad hoc amounts being/becoming insufficient to make the payments to the FMC, as aforesaid, the Allottee agrees and undertakes to deposit with the Promoter further ad hoc deposits (in accordance with the demand of the Promoter and which shall be computed/determined based on the then prevailing estimates (for a further period of 12 (twelve) months approximately), but subject to revision by the Promoter/FMC, from time to time as security towards payment of the aforesaid expenses and outgoings to the FMC from time to time to the FMC from time to the

- 22.4.3 Further, the Promoter shall be entitled to reimburse the FMC all past arrears/unpaid amounts (as per the invoices raised for services rendered), if any and/or (ii) to appropriate to itself all past arrears/unpaid amounts (if any) receivable by the Promoter from the defaulting Allottee, from the interest accrued on the Corpus Fund for the Residential Real Estate Project and the Proposed Phase 2 Development and/or the income received on investment/s of the Corpus Fund and/or from such Corpus Fund (to the extent of the share/contribution of the defaulting transferee/Allottee in such Corpus Fund).
- 22.4.4 The Allottee shall accept the annual statement of the aforesaid expenses duly certified by the Chartered Accountants {"CA"} of the Promoter, as final and binding and shall not insist on any further clarification on the aforesaid maintenance costs/ expenses and enhancements/ increases thereto. Such CA certificate will also be considered as final at the time of hand over to the Society.

23. Representations and Warranties of the Promoter:

The Promoter hereby represents and warrants to the Allottee as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Title Certificate, and subject to the RERA Certificate,-

- (i) The Promoter has clear and marketable title and has the requisite rights to carry out development upon the said Property and also has actual, physical and legal possession of the said Land for the implementation the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;

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(iii) There are no encumbrances upon the Real Estate Project except those disclosed to the Allottee;

There are no litigations pending before any Court of law with respect to the Real

Estate Project except those disclosed to the Allottee;

All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project, shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and common areas;

- (vi) The Promoter has the right to enter into this Agreement and has not committed the Chean of committed to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Land and the said Premises, which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the handover to the Society, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Real Estate Project as detailed in the **Third Schedule** hereunder;
- (x) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent Authorities till the handover to the Society and thereupon shall be proportionately borne by the Society;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Property) has been received or served upon the Promoter in respect of the Property and/or the Project except those disclosed to the Allottee.
- 24. The Allottee/s, with intention to bring all persons into whosoever hands the Premises and/or its rights, entitlements and obligations under this Agreement, may come, hereby covenants with the Promoter as follows:-

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to maintain the Premises at the Allottee/s' own costs and expenses in good and tenantable repair, order and condition and to carry out all internal maintenance and repairs to the Premises such that the same is in the same state and correlation, as it was on the Date of Possession hereinabove, and not to do or suffer or permit to be done anything therein including any changes or alterations thereto, and/or to any part of the Building, including the staircase, lobbies car parking space, and/or any of the Common Areas & Amenities which are, or may be contrary to the terms of this Agreement, and/or rules, regulations, or bye-laws, do the Promoter, and/or the MCGM, and/or any Governmental Authorities, and/or the Society.

(ii) Not to store in the said Premises any goods which are of hazardance in business and construction or structure of the Real Estate Project in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Premises is situated, including entrances of the Real Estate Project in which the said Premises is situated and in case any damage is caused to the Real Estate Project in which the said Premises is situated or the said Premises on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- (iii) To carry out at his own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the Real Estate Project in which the said Premises is situated or the said Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the said Premises committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- on and after the Allottee/s is/are permitted to enter upon the Premises, after the Date of Offer of Possession in terms herein, to make suitable arrangement for removal of debris arising out of any interior works, renovation, furniture making or any other allied work in the Apartment. In case such debris is not removed by the Allottee/s, the Allottee/s shall pay/reimburse to the Promoter, cost incurred for removal of such debris;
- (v) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Real Estate Project in which the said

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Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Real Estate Project in which the said Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Premises without the prior written permission of the Structural Engineer and/or the Promoter and/or the Society and/or the MCGM as the case may be;

Not to carry out / undertake any such acts that shall result in any defect/s in the Premises or any other structure forming part of the Project and in the eventuality of any such situation arising, the Promoter shall be absolved from its obligation relating to remedying any defects during the defect liability period and the Allottee shall alone be responsible for the same and towards the other aggrieved allottees in the Project.

- (vii) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Property and/or the Real Estate Project in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- (viii) Not to throw dirt, rubbish, rags, garbage or other dump or permit the same to be thrown from the said Premises in the compound or any portion of the Property and/or the Real Estate Project in which the said Premises is situated. Further the dry and wet garbage shall be separated, and the wet garbage generated in the building shall be treated separately on the same plot by the Society /Allottees of the building, as mentioned in circular no. CHE/DP/00024/GEN dated 02.04.2016 issued by MCGM.
- (ix) Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or Electricity Supplying Authority or Mahanagar Gas Ltd. or any Utility Company for providing or giving facilities / services like water, electricity, gas, internet connection or any other service connection to the Real Estate Project in which the said Premises is situated.
- (x) Bear and pay in a timely manner and forthwith, all amounts, dues, taxes, installments of Sale Consideration, as required to be paid under this Agreement.
- (xi) in case of non-availability and/or shortage of water supply from MCGM or Government Authority, Promoter or Society, as the case may be, shall endeavor to arrange either through tankers or any other source, then in such case the Allottee/s shall contribute his/her/their/its share of expenses;
- (xii) Not to change the user of the said Premises without the prior written permission of the Promoter and/or Society. The Allottee shall not use the said premises for any

Promoter 5670 Allottee/s

purpose other than for private residential purposes as per the municipal regulations. The said Premises shall not be used as a guest house or for any commercial purpose (including service apartment or the like), or for any other use which is not permitted by law;

- (xiii) The Allottee shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, Sale Consideration and other amounts payable by the Allottee to the Promoter ander this Agreement are fully and finally paid together with applicable interest the roos, at the laters of Rate if any. In the event the Allottee is desirous of transferring the said Premises and/or its rights under this Agreement prior to making such full and final payment, then, the Allottee shall be entitled to effectuate such transfer only with the prior written permission of the Promoter.
- The Allottee shall observe and perform all the rules and regulations which the (xiv) Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the said Premises therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority, Government, the MCGM, Mahanagar Gas Limited, the Electricity Supplying Authority and other public bodies (including entering into the MOUs/ writings as may be required by such authorities), as applicable / may apply to the Said Property (in the course of the phase-wise development of the said Building thereon) and any variations/ modifications thereto, as may be decided by the Promoter and approved by the concerned authorities and shall attend to, answer and will be responsible for all actions for violation of any such conditions or rules or bye-laws. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the said Premises in the Real Estate Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement. The Allottee / Society shall carry out necessary repairs/structural audit/fire safety audit, etc. at regular intervals as per requirement of Chief Fire Officer and MCGM. Not to affix any fixtures or grills on the exterior of the said Building for the purposes (xv) of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the Premises. The Allottee shall fix the grills on the inside of the windows only. The standard design for the same shall be obtained by the Allottee

Promoter AAX 5670 Allottee/s

from the Promoter and the Allottee undertakes to not fix any grill having a design

other than the standard design approved by the Promoter.

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Not to install a window air-conditioner within or outside the Premises and not to put ODU of split AC on chajjas or on any other areas except inside the service duct or dedicated locations as identified by the Promoter.

Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and the said Building or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.

- NOT/TO enclose the elevation features or chajjas, if any and make them a part of Remises. The Allottee has/have been clearly informed that the elevation features or chajjas, if any, have been approved by the MCGM as an elevation feature free of FSI and cannot be converted as a habitable area of the Flat. These elevation features or chajjas, if any, shall continue to remain as elevation features or chajjas;
- (xix) The Allottee and its nominees/transferees, its legal heirs, executors, administrators and assigns and whosoever derives the title through the Promoter in future shall be bound by the Registered Undertaking dated 20.12.2022 (duly registered with the office of the Sub-Registrar of Assurances under Serial No. BDR-18-20954-2022 and Notarized Indemnity Bond dated 29.11.2022 given by the Promoter to the MCGM.
- (xx) Not to delay / default in payment of increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or government and/or other public authority from time to time.
- (xxi) Shall not at any time cause or permit any public or private nuisance or to use the loudspeaker, etc. in or upon the Premises, said Building or the Project Land or any part thereof or do anything which shall cause any annoyance, inconveniences, suffering, hardship or disturbance to the occupants or to the Promoter.
- (xxii) Shall not discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the Premises and/or the said Building nor litter or permit any littering in the common areas in or around the Premises and/or the said Building and at the Allottee's own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the Premises and/or the said Building to the requirement and satisfaction of the Promoter and/or relevant government and statutory authorities.
- (xxiii) Shall either by himself/ herself/ themselves or any person claiming by / through / from the Allottee not do anything which may or is likely to endanger or damage the said Building or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the said Building. No damage shall be caused to the electricity poles, cables, wiring, telephone cables,

sewage line, water line, compound gate, lifts, automation system if any DG basement ventilation system, fire measures, meters, provided in the said Building.

- (xxiv) Shall not display at any place in the said Building including the common areas, dead walls, windows any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee shall not stick or affix pamphlets, posters or any paper on the walls of the said Building of the Common Areas and Amenities or in any other place or on the window, doors and of the said Building. Provided however that nothing contained herein shall pre the Allottee from putting a decent nameplate on the maiting population said Premises.
- Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted (xxv) or exhibited in or about any part of the said Building or the exterior wall of the Premises or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever save and except the name of the Allottee in such places only as shall have been previously approved in writing by the Promoter in accordance with and in such manner, position and standard design laid down by the Promoter.
- Not to use the open places, terrace, stilt/basement (if any) in the said Building (xxvi) or compound or common areas thereof or in the said Project elsewhere for killing of animals and/or birds or in public view or otherwise or to offend religious feelings of other communities.
- (xxvii) Not to park at any other place and shall park all vehicles in the allotted/ designated parking spaces only as may be earmarked and prescribed by the Promoter.
- (xxviii) Not to any time demand partition of the said Building and/or Project Land etc. and/or his/ her/ their interest, if any.
- Shall not violate and shall abide by all rules and regulations framed by the (xxix)Promoter / its designated Project Manager or by the said Society, for the purpose of maintenance and up-keep of the said Building in connection with any interior / civil works that the Allottee may carry out in the Premises.
- (xxx)Shall not do or permit or suffer to be done anything in or upon the Premises or any part of the said Building which is or may, or which in the opinion of the Promoter is or may, at any time be or becomes a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining Premises or the neighborhood provided always that the Promoter shall not be responsible to the Allottee for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the

Promoter

Allottee/s

occupants of the adjoining Premises of the said Building and the Allottee shall not held the Promoter so liable.

Shall-not obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the Premises or in the Common Areas and Amenities.

Shall never in any manner enclose any chajjas, flower beds/pocket terrace/s and partial of the areas to be kept open in any manner including installing any temporary or partial partial partial partial or enclosure and shall not include the same in the Premises and keep the same unenclosed at all times. The Promoter shall have the right to inspect the Premises and the additional areas at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Allottee and also to recover costs incurred for such demolition and the instatement of the Premises and the additional area to its original state.

- (xxxiii) The Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the Real Estate Project or any part thereof to view and examine the state and condition thereof.
- (xxxiv) Till the Promoter hands over the New Building and management thereof to the Society, the Allottee shall permit the Promoter and/or Promoter Affiliates, and/or any Governmental Authorities and their respective officers, agents, or representatives, including the Project Management Consultant (PMC), the Project Architect and any engineers, surveyors, contractors, agents and employees, with or without workmen and others, at all reasonable times, the right to enter into and upon the said Premises and/or, the Property, and/or the Parking Space/s, or any part thereof, to view and examine the state and condition thereof and/or for the purpose of undertaking any works as may be required therein and thereto in relation to the Project.
- (xxxv) The Promoter shall be entitled to materialize and exploit the full advantage/benefit of the Property as given by the said Society in the Development Agreement/s and the Supplemental Development Agreement/s by amending, modifying the building proposals from time to time for constructing the building and/or the additional floors and selling the same and the Allottee hereby accords his/her/their irrevocable consent for the same.
- (xxxvi) The Promoter shall be entitled to put hoarding/boards of their Brand Name viz.

 "MS Realty", in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Real

 Estate Project and on the external façade, terrace, dead wall, compound wall or
 other part of the Real Estate Project and the Allottee/s hereby accords his/her/their
 irrevocable consent for the same and under no circumstances it shall be removed
 and/or shifted and/or altered/modified by any person/s before or after the

Promoter AAX 5670 Allottce/s

Society/Organization is handed over by the Promoter. The Promoter shall also be entitled to place, select, decide hoarding/board sites.

to change and the Promoter so long as they are permitted by the MCGM of other Authorities, for all times in future, shall be entitled to amend and/or modify any of the approved Plans and/or the Common Areas and Amenities so as to exploit the full commercial potential of the Project Land. In the event the Adiottee is not agreeable or raises any objection / dispute, then this agreement stand terminated and upon such termination the consequences of termination as provided in this Agreement shall follow.

(xxxviii) Breach of any of the conditions stated herein shall Tayse this Agreement to jo for facto, come to an end. Notwithstanding anything contrary hereto and without prejudice to all other rights that the Promoter may have goingst the Allower either under this Agreement or otherwise, the Promoter shall have the right to terminate this Agreement upon breach of any of the aforesaid conditions and shall forfeit and appropriate all or such amounts as they may deem fit out of the total amounts till then paid by the Allottee to the Promoter in respect of the Premises.

- (xxxix) In particular it is clarified and expressly agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability shall automatically become void.
- (xl) Not open out any additional window or fix any grill box or grills or ledge or cover or any other apparatus protruding outside the exterior of the said Premises or any portion thereof.
- (xli) The Allottee shall maintain the facade of the Residential Real Estate Project (along the front, the sides and the rear elevations thereof) and the said premises in the same form as the Promoter constructs and shall not at any time alter the said elevation in any manner whatsoever nor alter the outside colour scheme of the Residential Real Estate Project in which the said premises is to be situated without the prior consent in writing from the Promoter/Society.
- (xlii) Not make or permit to be made any alteration to the waterproofing and flooring provided in the bathroom/s, utility area, kitchen etc. and if this is not observed by the Allottee then the Promoter shall not be liable/responsible for leakages or damages to the said premises, or any other premises affected in the said building due to such alterations.
- (xliii) No obstruction or hindrance shall be caused by the Allottee to such further additional construction by the Promoter as mentioned in clause 9 above.

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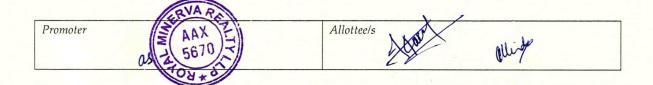
Allottee/s

- 25. The Promoter shall maintain a separate account in respect of sums received from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Society or towards the out goings, legal charges and shall utilize the CC Samounts only for the purposes for which they have been received.
- Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or the Real Estate Project or the Property and/or any buildings/towers/wings as may be constructed thereon, or any part thereof. The Allottee shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Promoter as thereinbefore mentioned until the Promoter hands over the New Building and management thereof to the Society, as the case may be.

27. TERMINATION

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- The Promoter shall solely at their discretion be entitled to terminate this Agreement on the happening of the following events ("Events of Default"):
 - (i) If the Allottee delays or commits default in making payment of any of the amounts and/or instalments payable under this Agreement or otherwise;
 - (ii) Any payments made in favour of any other account other than mentioned in Annexure "I" & Annexure "J", shall not be treated as payment towards the premises and shall be construed as a breach on the part of the Allottee, in which event the Promoter shall be entitled to terminate this Agreement without giving any notice to the Allottee in respect thereof and forfeit the amounts till then paid by the Allottee to the Promoter as mentioned in clause 12(vii);
 - (iii) If the Allottee commits breach of any of the terms, conditions, covenants and representations of this Agreement and/or any other writing and/or the terms and conditions of layout, I.O.D., Commencement Certificate, U.L.C. Permission, N.O.C. and other sanctions, approvals, permissions, concessions, undertakings and affidavits etc.;
 - (iv) If the Promoter is of the opinion and/or belief that any of the representation, declarations and/or warranties etc. made by the Allottee in the Booking form, Acceptance Letter, Allotment Letter / Letter of Reservation, this Agreement and/or any other documents executed and/or entered into or to be executed and/or entered into by the Allottee is untrue or false;



- (v) If the Allottee has been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up;
- (vi) If the Promoter is of the opinion that the Allottee is unable to pay his/her debts and/or makes, or has at any time made, a composition with the creditors;
- (vii) If the Allottee is, convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than six months;
- (viii) If a Receiver and/or a Liquidator and/or Official Assignee or any person is appointed of the Allottee or in respect of all off any of the assets and/or properties of the Allottee;
- (ix) If any of the assets and/or properties of the Allottee is attached for any reason whatsoever under any law, rules, regulation, statute etc.
- (x) If the Promoter is of the opinion and/or belief that the Allottee is an undesirable element and/or is likely to cause nuisance and/or cause hindrances in the completion of the development of the Project Land and/or anytime thereafter and/or it is apprehended that he/she/they is/are likely to default in making payment of the amounts mentioned in this Agreement;
- (xi) Any execution or other similar process is issued and/or levied against the Allottee and/or any of his/her/their assets and properties;
- (xii) If the Allottee has been declared and/or adjudged to be of unsound mind;
- (xiii) If the Allottee has received any notice from the Government of India (either Central, State or Local) or foreign Government for the Allottee's involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him;
- (xiv) If the Promoter is of the opinion and/or belief that any of the aforesaid event has been suppressed by the Allottee.
- On happening or occurring of any of the Event of Default, then in that event, the Promoter shall without prejudice to all other rights that the Promoter may have against the Allottee either under this Agreement, or in law or otherwise at their sole discretion be entitled to (i) terminate this Agreement and (ii) forfeit and appropriate all or such amounts as they deem fit out of the amounts till then paid by the Allottee to the Promoter within a period of 30 (thirty) days from the date of the Deed of Cancellation being executed by the Allottee in favour of the Promoter. The Allottee hereby agrees and undertakes that the Allottee shall not be entitled to claim any compensation and/or termination of this Agreement, in the event any of the aforesaid situation occurs by virtue of which the completion of the said Building

Promoter AAX 5670 -

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cannot be completed.

pon the Promoter terminating this Agreement, the Allottee shall cease to have any

te, interest, claim demand etc. of any nature whatsoever under this

greement and/or in the premises and/or in the additional areas and the exclusive

permanent facility of the Covered Parking Space and/or against the Promoter

notine Promoter shall be entitled to deal with and dispose off the Premises to any

person/s as it deems fit without any further act or consent of the Allottee and

tottee shall cease to be entitled to any rights under this Agreement.

Notwithstanding anything contained herein, in case of any delay or default in making payment of any of the amounts and/or instalments of any amount payable under this Agreement or otherwise, the Promoter shall without prejudice to any other rights or remedies that it may have against the Allottee, including the right to terminate and forfeit all such amounts from the consideration, put an end to this Agreement as mentioned herein, and be entitled to receive and recover from the Allottee and the Allottee shall pay to the Promoter the Allotee's Interest on all outstanding payment from the date the amounts become due and payable till the date of actual payment.

28. INDEMNITY:

The Allottee/s hereby agree/s and undertake/s to indemnify and keep indemnified and saved harmless at all times, the Indemnified Parties, and their estates and effects, against all loss or damage, and/or any suits, actions, proceedings or notices that they, or any of them, may sustain and suffer, and all costs, charges and expenses, that they, or any of them, may incur by reason, or as a result of: (a) any failure, breach, default, non-observance, or non-performance, or non-compliance by the Allottee/s of any of the terms, conditions and provisions of this Agreement, and/or (b) any accident or injury caused to, or suffered by, the Allottee/s, or his/her/their/its guests, servants, agents, representative/s, and any person/s residing in, or occupying, or entering upon, the Project, including any persons visiting the Allottee/s or his/her/their/its family, guests or visitors or staff, and all persons claiming through or under them or any of them.

- 29. Neither the Promoter nor any Promoter's Affiliates, nor the Project Management Consultant ("PMC") nor any of their respective directors, officers, employees, agents, or contractors, shall be liable to the Allottee/s, and/or any persons claiming through or under the Allottee/s, or otherwise, for and/or in respect of:
 - any harm, injury, loss or damage to any person/s, or property caused by, or through or in any way associated with, a failure, malfunction, explosion or suspension of

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electricity, telephone, gas, water, drainage, or sewerage, suppl the Project or any part thereof, and whether or not the same is caused by any Majeure Events, or otherwise however;

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29.2 and/or caused to, any any harm, injury, loss, damage, or inconvenience suffered by, person/s, or property, due to, or related to, or caused by, or in the course of the use; or entry into the Premises, and/or the access to any part of the Project; ar

29.3 for the security, safekeeping and insurance, of the Project or of any person/s therein, and/or of the contents and po

30. Promoter shall not mortgage or create a charge:

After the Promoter executes this Agreement, it shall not mortgage or create a characteristic and the said of the s the said Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such said Premises. Provided however, that nothing shall affect the already subsisting mortgage/charge created over the said Premises in favour of Nil.

31. **Binding Effect:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the Schedules and Annexes along with the payments due as stipulated in the Payment Plan in Annexure "[I]" herein, within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Office of the Sub-Registrar of Assurances as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

32. **Entire Agreement:**

This Agreement constitutes and contains the entire, composite and complete agreement between the Parties with respect to the agreement herein for allotment and sale of the Premises, and supersedes all prior letters of intent, term sheets, writings, correspondence, emails, communications, negotiations, Informative Materials etc. (whether oral or written), issued, and/or executed and/or exchanged between the Parties, and/or their respective agents,

Allottee/s Promoter

representatives and officers; none of which shall be referred to and/or relied upon by the

Allottee/s.

. Right to Amend

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

Provisions of this Agreement applicable to Allottee/ subsequent allottees:

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

35. Severability:

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

36. Method of calculation of proportionate share:

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the said Premises to the total carpet area of all the other premises/units/areas/spaces in the Real Estate Project.

37. Further Assurances:

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

38. Place of Execution:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's office, or at some other place, which

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May be mutually agreed between the Promoter and the Allottee, as Membai, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registran Hence this Agreement shall be deemed to have been executed at Mumbai.

of registration within the time limit prescribed by the Registration Promoter will attend such office and admit execution thereof.

All notices to be served on the Allottee and the Promoter as contemplated by instance.

Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Courier or Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses specified below:

NAME OF THE ALLOTTEE	ALLOTTEE'S	NOTIFIED EMAIL	
	ADDRESS	ID	(
1) MR. PARAS NASARE	J P Garden City, Atria	prajparas@gmail.com	
	3A - 2209, 22nd Floor,		
2) MRS. NAMITA NASARE	Kashimira,Mira Road		
	(East) – 401107.		

M/S. ROYAL MINERVA REALTY LLP,

720, Plaza Panchshil, 55, Hughes Road, Mumbai – 400007.

Notified Email ID: crm@msrealty.co.in

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

41. Joint Allottees:

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

42. Stamp Duty and Registration Charges:

The stamp duty and Registration charges as applicable on this Agreement shall be borne by the Allottees alone.

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43. Dispute Resolution:

Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such aspute or difference shall be referred to the Authority as per the provisions of the

RERA and the Rules and Regulations, thereunder.

28 Coverning Law:

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Mumbai City, and the Courts of Law in Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

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

THE FIRST SCHEDULE ABOVE REFERRED TO: -

(Description of the Property)

All that piece or parcel of freehold land or ground bearing Plot of Land bearing old C.T.S. No. 4966 (pt), 4966/1 to 29 corresponding to New CT3 No. 4966-B of lying together admeasuring 4652.90 square meters (as per the Property Register Card in respect thereof) together with the three building named and known as "Neel Shantiniketan" standing on the Plot lying, being and situated at Kole Kalyan, at Vidya Nagari Marg, off CST Road, Manipada, Kalina, Santacruz (East), Mumbai 400098, in the Registration Sub-District of Bandra, Registration District Mumbai City, and bounded as follows:-

On or towards North : By Property bearing C.T.S No. 4967 & Manipada Road;

On or towards South : By Property bearing C.T.S No. 4966-A;

On or towards East : By Property bearing C.T.S No. 4964 & 4965

On or towards West : By Property bearing C.T.S No. 4958-A & 4958-B.

THE SECOND SCHEDULE ABOVE REFERRED TO:-

(Description of the Premises)

Premises No. 1201 of the <u>2 1/2 BHK</u> type admeasuring 81.00 square meters aggregate carpet area (i.e. 77.89 square meters RERA carpet area + 3.11 square meters carpet area of deck / balcony) on the 12th Floor in the PINE wing of the building known as "Courtyard" alongwith <u>1</u> (One) car parking space(s) in the Building situated on the Property.



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THE THIRD SCHEDULE ABOVE REFERRED TO:-

The nature, extent and description of the common areas and facilities and of the Limited Common areas and facilities are as under:-

A) COMMON AREAS & FACILITIES FOR ALL ALLOTTEES / USERS:-

- i) Entrance lobbies of the said Building;
- ii) Compound of the said Building i.e. the open area (out of the Property described in the First Schedule) appurtenant to the built-up area of the said Building but excluding the car-park areas allotted to the flat purchasers/ allottees;
- iii) Staircase of the said Building including the landing for the purpose of ingress and egress but not for the purpose of storage, recreation, residence or sleeping;
- iv) Pump room with pump in the compound.
- iv) Passages and mid-landings;
- v) Common electricity meter rooms;
- vi) Society's office;
- vii) Fitness Centre and Club House
- viii) Community Hall / Multipurpose Party Hall / Games Room
- ix) Refuge Areas
- x) Common Terrace
- xi) Elevator/s.
- xii) Septic tank, drainage, storm water drain, electric sub-station, if construction. The Allottee will have a proportionate undivided interest in the above

बदर-१५ % ८९ ५० १२८९६ ६१ १२०



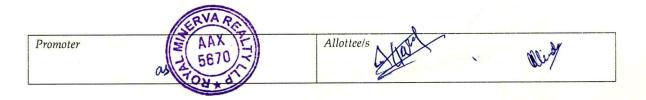
B) LIMITED COMMON AREAS & FACILITIES :-

- i) Landing in front of stairs on the floor on the particular premise is located, as a mere access to the flat but not for the purpose of storage, recreation, residence or sleeping. The landing is limited for the use of owners of the premises living on that particular floor and the visitors thereto but is subject to means of access for reaching other floors, available to all premises-owners and their visitors.
- ii) Car-parking spaces in the stilts/ compound, as the case may be.
- iii) All areas not covered under "common areas and facilities" including open spaces, parking spaces are restricted areas and facilities and the Promoter have absolute rights to dispose of the same as the Promoter deem fit.

THE FOURTH SCHEDULE ABOVE REFERRED TO:-

Internal Premises Amenities proposed to be provided as under:

1. Bare-shell Premises



54 SIGNED SEALED AND DELIVERED By the within named "the Promoter" M/S. ROYAL MINERVA REALTY LLP By the hand of its Designated Partner MR. ANKIT SHETH) For ROYAL MINE in the presence of the following witnesstamesh P. Ketalia Signature Designated Paymer / Authorised Signatory Name 8 30, malad Chs 1 Address Padlar Road, Malad (2) mumbai - 97 SIGNED SEALED AND DELIVERED By the within named "the Allottee/s" (1) MR. PARAS NASARE



(2) MRS. NAMITA NASARE



in the presence of the following witness-

Signature

Name

Sujay Chavan

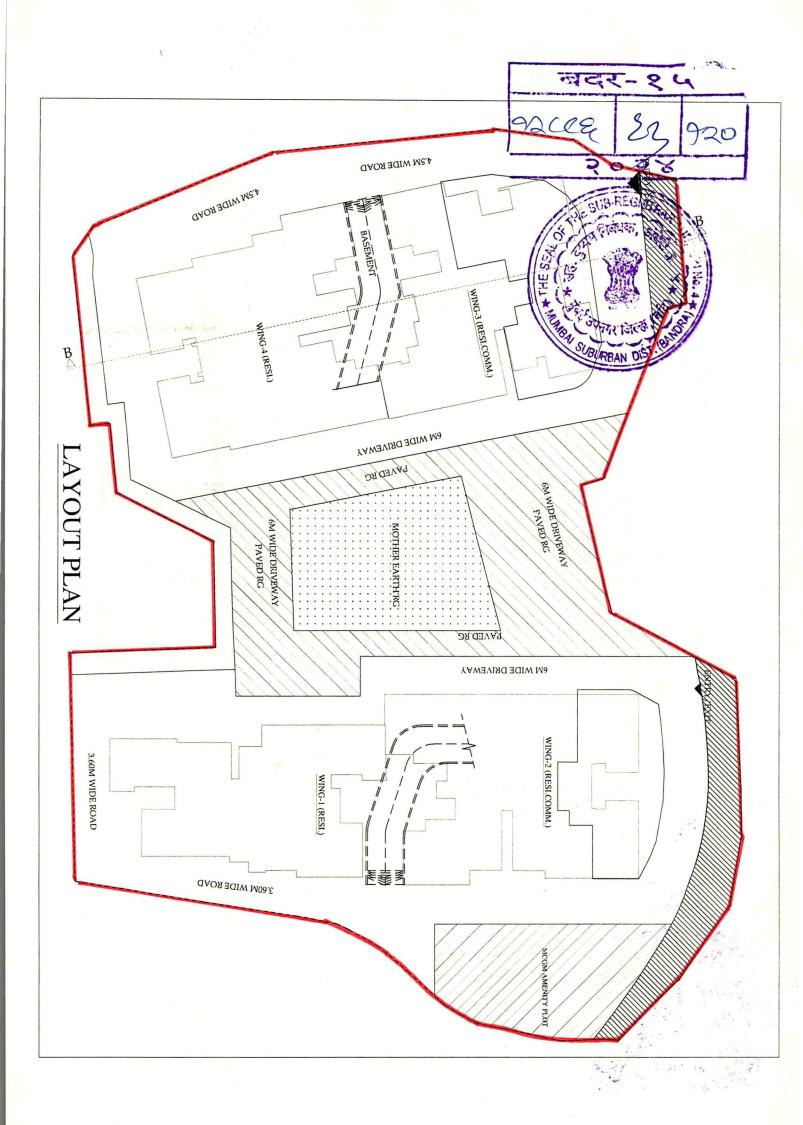
Address

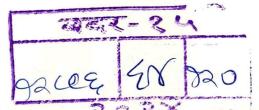
8 Bb. malad CHSL

Allottee/s

alling









महाराष्ट्र शासन

जमाबंदी आयुक्त आणि संचालक भूमिअभिलेख महाराष्ट्र राज्य, पुणे

W. REGINT	मा	लमत्ता पत्रक	1/2022
गाव/पेठ : कोलेक्ल्यरंग	तालुका/न.भू.क	ा. : नगर भूमापन अधिकारी,	बांद्रा जिल्हा : मुंबई उपनगर
नगर मुमापन क्रमा के किट नेबर प्लॉट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शासनाला दिलेल्या आकारणाचा किंवा भाड्याचा तपशिल आणि त्याच्या फ़ेरतपासणीची नियत वेळ
४९६६/व	४६५२.९०	सी	
सुविधाधिकार के हिल्ला के प्रारंक वर्ष:२०२२ पट्टेदार इतर भार			
इतर शेरे			

दिनांक	व्यवहार	खंड क्रमां क	नविन घारक(घा) पट्टेदार(प) किंवा भार	साक्षाकंन
०१/०६/२०२२	पोटहिस्सा आदेश नोंद – जिल्हाधीकारी,मुंबई उपनगर जिल्हा यांचेकडील आदेश क्रमांक : सी/कार्या-३क/पोवि/एसआर- १००२ आदेश दिनांक : ३०/०५/२०२२, बृहन्मुंबई म.न.पा. मंजूर रेखांकन क्रमांक : CHE/५५७/DPWS/H/K दिनांक : ०४/०७/२००७, पोटहिस्सा मो.र.क्रं. : ५२/२०२२ दिनांक : १८/०४/२०२२ अन्वये न.भू.क्र. ४९६६ मध्ये पोटहिरये झाल्याने न.भू.क्र. ४९६६ ची मिळकत पत्रिका रह करुन न.भू.क्र. ४९६६/अ, ४९६६/ब, या नवीन मिळकत पत्रिका तयार केल्या असत.		का. आप.हा।सग	फ़ेरफ़ार क्रं.१९७८ प्रमाणे सही- ०९/०६/२०२२ न.भू.अ. बांद्रा

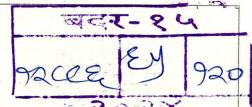
हे मालमत्ता पत्रक डिजिटली साईज केलेले आहे

हि मिळकत पत्रिका (दिनांक ६/१/२०२२ ३:१९:०२ PM रोजी) डिजीटल स्वाक्षरीत केली असल्यामुळे त्यावर कोणत्याही सही शिक्याची आवश्यकता नाही. मिळकत पत्रिका डाऊनलोड दिनांक ६/१/२०२२ ५:४८:३६ PM

वैधता पडताळणी साठी http://aapleabhilekh.mahabhumi.gov.in/DSLR/propertycard या संकेत स्थळावर जाऊन २२०५१००००२३९३६१७ हा क्रमांक वापरावा.







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 P51800050456

Project: Courtyard , Plot Bearing / CTS / Survey / Final Plot No.:4966/B at Kolekalyan, 400098;

- Royal Minerva Realty Llp having its registered office / principal place of business at Tehsil: Mumbai City, District: Mumbai City, Pin: 400007.
- 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.

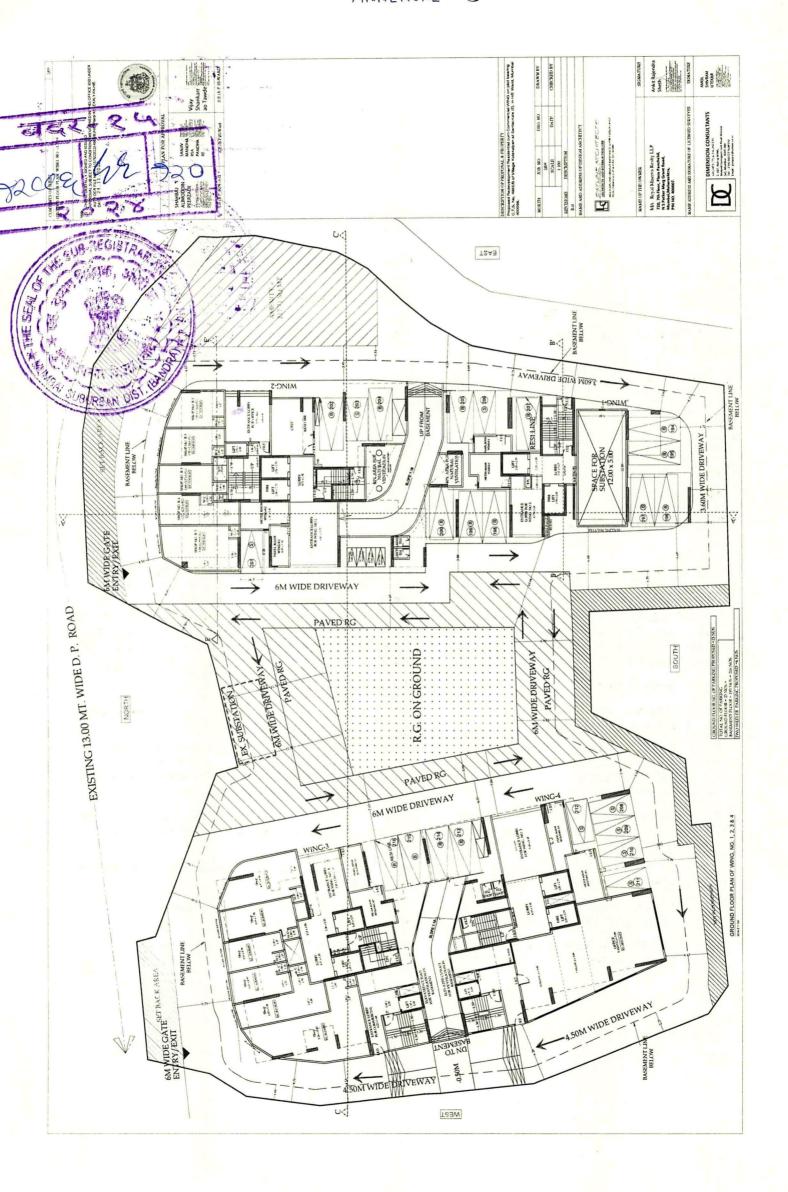
- The Registration shall be valid for a period commencing from 17/04/2023 and ending with 31/03/2028 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
- The promoter shall comply with the provisions of the Act and the rules and 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.



Dated: 17/04/2023
Place: Mumbai

Signature valid
Digitally Signed by
Dr. Vasant remanand Prabhu
(Secretary, MahaRERA)
Date:17-04-2023 16:08:38

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



ANNEXURE - E (COLLY)

अदर-१५ १०२४ २०२४

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

MUNICIPAL CORPORATION OF GREATER MUMBA

Intimation of Disapproval under Section 346 of the Mumbai Municipal amended up to date.

No. P-11576/2022/(4966/B)/H/E Ward/KOLEKALYAN-H/E/IOD/1/New

MEMORANDUM

Municipal Office,

Mumbai

To,

M/s Royal Minerva Realty LLP

720, Plaza Panchshil, 55, Hughes Road, Mumbai - 400 007

With reference to your Notice 337 (New), letter No. 5575 dated. 18/6/2022 and the plans, Sections Specifications and description and further particulars and details of your buildings at Proposed redevelopment on property bearing C.T.S. No. 4966/B of Village Kolekalyan, Kalina situated at Vidya Nagari Marg, off CST Road, Manipada, in H/East Ward, Mumbai. CTS/CS/FP No. 4966/B furnished to me under your letter, dated 18/6/2022. I have to inform you that, I cannot approve of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Mumbai Municipal Corporation Act as amended up to-date, my disapproval by reasons thereof:

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

- That the commencement certificate under section 44/69 (1)(a) of the M.R.T.P. Act will not be obtained before starting the proposed work.
- That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding as per D.C. Regulation No.38(27) before starting the work.
- That the low lying plot will not be filled upto a reduced level of atleast 92 T.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders etc. and will not be levelled, rolled and consolidated and sloped towards road side, before starting the work.
- That the Structural Engineer will not be appointed. Supervision memo as per appendix XI (regulation 5(3)(ix) will not be submitted by him.
- That the structural design and calculations for the proposed work and for existing building showing adequacy thereof to take up the additional load will not be submitted before C.C.
- That the sanitary arrangement shall not be carried out as per Municipal specifications and drainage layout approved by Ch.Eng.(S.P.). will not be submitted before C.C.

Page 1 of 12 On 24-Nov-2022



No. P-11576/2022/(4966/B)/H/E Ward/KOLEKALYAN-H/E/IOD/1/New

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

That the requirements of N.O.C. of (i) Reliance Energy / Tata Power, [ii] S.G. [iii] P.C.O., [iv] A.A. & C. H/West, [v] S.P. [vi] S.W.D., [viii] H.E. will not be obtained and the requisitions if any will not be complied with before occupation certificate / B.C.C.

- 9 That the qualified/registered site supervisor through architect/structural Engineer will not be appointed before applying for C.C.
- That "All Dues Clearance Certificate" related to H.E.'s dept. from the concerned Ward] shall not be submitted before applying for C.C.
- 11 That the development charges as per M.R.T.P. (amendment) Act 1992 will not be paid.
- 12 That the requisite premium as intimated will not be paid before applying for C.C.
- That the registered undertaking shall not be submitted for payment of difference in premium paid and calculated as per revised land rates.
- That the C.C. shall not be asked unless payment of advance for providing treatment at construction site to prevent epidemics like Dengue, Malaria, etc. is made to the Insecticide Officer of the concerned Ward Office and provision shall be made as and when required by the Insecticide Officer for inspection of water tanks by providing safe but stable ladder, etc. and requirements as communicated by the Insecticide Office shall not be complied with.
- That the Janata Insurance Policy in the name of site or policy to cover the compensation claims arising out of workman's compensation Act 1923 will not be taken out before starting the work and also will not be renewed during the construction work.
- That the soil investigation will not be done and report thereof will not be submitted with design.
- That the building will not be designed with the requirements of all relevant IS codes including IS code 1893 for earthquake design while granting occupation certificate from Structural Engineer to that effect will be insisted.
- That no main beam in R.C.C. framed structure shall not be less than 230 mm. wide. The size of the columns shall also not be governed as per the applicable I.S. Codes.
- That all the cantilevers [projections] shall not be designed for five times the load as per I.S. code 1893-2002. This also includes the columns projecting beyond the terrace and carrying the overhead water storage tank, etc.
- That the R.C.C. framed structures, the external walls shall be less than 230 mm, if in brick masonary or 150 mm autoclaved cellular concrete block excluding plaster thickness as circulated under No.CE/5591 of 15.4.1974.
- That the registered undertaking for not misusing the part / pocket terraces / A.H.Us. and area claimed free of F.S.I. will not be submitted.
- 22 That the registered undertaking for water proofing of terrace and Nahani traps shall not be submitted.

Page 2 of 12 On 24-Nov-2022



No. P-11576/2022/(4966/B)/H/E Ward/KOLEKALYAN-H/E/IOD/1/New

That the Indemnity Bond for compliance of I.O.D. conditions shall not be submitted.

That the owner/developer shall not display a board at site before starting the work giving the retails such as name and address of the owner/developer, architect and structural engineer, approved date of the layout and building proposal, date of issue of C.C., area of the plot, permissible built area, built up area approved, number of floors etc.

- That the design for Rain Water Harvesting System from Consultant as per Gott Notification under Sec.37[2] of MR&T.P. Act, 1966 under No.TPB-4307/396/CR-24/2007/UD-11 dt.6/6/2007 shall not be submitted.
- That the authorized Pvt .Pest Control Agency to give anti malaria treatment shall not be appointed in consultation with P.C.O.[H/West].
- That the debris removal deposit of Rs. 45,000/- or Rs. 2/- per sq.ft. of the built up area, whichever is less will not be paid before further C.C.
- That the 'Debris Management Plan' shall not be got approved from Executive Engineer [Env.] and the conditions therein shall not be complied with.
- 29 That the N.O.C. from Collector M.S.D. for excavation of land shall not be submitted.
- That the labour welfare tax as per circular No. Dy.Ch.Eng/3663/BP (City) Dt. 30.9.2011 shall not be paid before asking for C.C.
- The developer shall not submit the registered undertaking agreeing to comply with & follow all the rules, regulations, circulars, directives related to the safety of construction labors/workers, issued time to time by the department of building & other construction labours, Government of Maharashtra.
- That the developer will not intimate the prospective buyer and existing tenants regarding concessions availed for deficiency in open space etc. as well as not objecting neighbourhood development with deficient open spaces etc. and the clause shall not be incorporated in sale agreement so as to make aware prospective buyer/ members about deficient open space/maneouvering spaces.
- That the registered undertaking shall not be submitted for payment of difference for fungible, open space deficiency or any type of premium retrospectively as & when demanded by M.C.G.M.
- That the demarcation of plot boundary carried out by C.S.L.R. and M.R. Plan to that effect shall not be submitted.
- That all the structural members below the ground shall not be designed considering the effect of chlorinated water, sulphur water, seepage water, etc. and any other possible chemical effect and due care while constructing the same shall not be taken and completion certificate to that effect shall not be submitted from the Licensed Structural Engineer.
- That the R.U.T. shall not be submitted by the owner/developer for maintaining the noise levels as per the norms of Pollution Control Board.
- That the R.U.T. shall not be submitted for not misusing the additional parking proposed for full potential of F.S.I. and will count the same in FSI or will be handed over to M.C.G.M. free of cost, if the building is not constructed for full potential.
- That all the requisite document / remark from consultants as per E.O.D.B. shall not be submitted before asking for C.C.



No. P-11576/2022/(4966/B)/H/E Ward/KOLEKALYAN-H/E/IOD/1/New

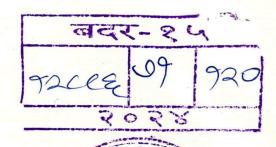
That the self -declaration in respect of installing compositing pit/ composite machine/ biometanise system, for processing wet waste generated at project site shall not be submitted by developer/builder/owner as per circular No. CHE/0024/GEN dated 02/04/2016.

That the adequate safeguards should not be employed for preventing dispersal of (dust) particles/particles through the Air (or even otherwise) & adequate record shall not be maintained & uploaded for every single trip for disposal of C&D waste, at the time of loading the C&D waste in vehicle, after loading the C&D waste in the vehicle during the hauling.

- 41 That the SWM NOC Shall not be submitted before start of demolition of existing building.
- That the construction site & landfill site shall not be inspected by the Licensed Architect/ Licensed Engineer, the compliance report thereof shall not be uploaded, any breach in respect of the same will not entail the cancellation of the building permission or the IOD & the work will not be liable to be stopped immediately.
- That the construction is being permitted with a condition that the debris shall not be deposited on pre-identified site with due consent / NOC of the land Owner.
- That C&D Waste of large scale above 20 MT shall not be disposed off as per Waste management plan approved online & as per Construction and Demolition Waste Management Rules 2016.
- That in the event the consent given by the disposal site owner / authority is revoked for any reasons, and/ or in the event the time limit during which disposal site was available gets expired, the relevant construction activity shall not be stopped & show cause notice shall not be given & till such time Waste Management Plan/ Debris Management plan is amended to provide the new site for dumping of C&D Waste and got approved online, construction work shall not be recommenced.
- That any officer of MCGM/ Monitoring Committee shall not be entitled to inspect the record of grant of IOD, visit & inspect landfill sites, as well as, MCGM Officers/ Monitoring Committee shall not be entitled to bring to the notice of MCGM any breach in the IOD conditions. The order passed by MCGM on the reported breaches shall not be final & binding.
- That all the conditions in the orders of Hon'ble Supreme Court of India dated 15.03.2018 in the case of Dumping Ground should not be complied with.
- That the valid Bank Guarantee of Rs.500000/- shall not be furnished solely for the purpose of ensuring compliance of the conditions in the Waste Management Plan/ Debris Management Plan approved by SWM department of MCGM, till grant of full Occupation Certificate.
- a. That the requisitions of Reg. 49 of DCPR 2034 shall not be complied with and records of quality of work, verification report, etc. shall not be maintained on site till completion of the entire work. b. The inadequate size of room may be permitted by disclosure in the rehab / sale agreement and a RUT to that effect to be insisted at zonal level. c. The Registered Undertaking for handed over excess parking spaces to MCGM free of cost without clamming any compensation in any from in case full permissible TDR/FSI is not consumed as per circular u/no. CHE/DP/110/Gen dated 2019-20 (C-2)

C: CONDITIONS TO BE COMPLIED BEFORE FURTHER C.C

- 1 That the notice in the form of appendix XVI of D.C.R. shall be submitted on completion of plinth.
- 2 That N.O.C. from Civil Aviation department will be obtained for the proposed height of the building.
- That the debris shall not be transported to the respective Municipal dumping site and challan to that effect shall not be submitted to this office for record.



BURBAN

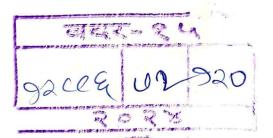
No. P-11576/2022/(4966/B)/H/E Ward/KOLEKALYAN-H/E/IOD/1/New

- 4 That the N.O.C. from A.A. & C. [H/East] shall be submitted.
- 5 That the N.O.C. from AEWW. [H/East] shall be submitted
- 6 That the plinth stability certificate from R.C.C. consultant shall be submitted
- 7 That the work-start notice shall be submitted.
- That the testing of building material to be used on the subject work shall be done and results of the same will be submitted periodically.
- That the quality control for building work / for structural work / supervision of the work shall be done and certificate to that effect shall be submitted periodically in proforma.
- 10 That the monthly status report shall be submitted regularly
- 11 That the A.M.S.L. of the completed work upto plinth/stilt/podium level, as applicable, shall be verified and submitted

D: GENERAL CONDITIONS TO BE COMPLIED BEFORE O.C.

- 1 That some of drains will be laid internally with C.I. pipes.
- That the dust bin will be provided as per C.E.'s circular No. CE/9297/II dated 26.6.1978.
- That the surface drainage arrangement will be made in consultation with E.E.(S.W.D.) or as per his remarks and a completion certificate will be obtained and submitted before applying for occupation certificate/B.C.C.
- 4 That the 10' wide paved pathway upto staircase will be provided.
- That the surrounding open spaces, parking spaces and terrace will be kept open and unbuilt upon; and will be levelled and developed before requesting to grant permission to occupy the bldg. or submitting the B.C.C. whichever is earlier.
- That the name plate/board showing plot no., name of the bldg. etc. shall be displayed at a prominent place before O.C.C./B.C.C.
- 7 That the carriage entrance will be provided before starting the work.
- 8 That the parking spaces will be provided as per DCPR 44.
- That B.C.C. will be obtained and IOD and debris deposit etc. will be claimed for refund within a period of six years from the date of occupation.
- That every part of the building constructed and more particularly overhead water tank will be provided with the proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder.
- 11 That the letter box of appropriate size shall be provided for all the tenements at the ground floor.
- That the infrastructural works such as construction of hand-holes/manholes, ducts for underground cables, concealed wiring inside the flats/rooms, room/space for telecom etc. required for providing telecom services shall be provided.
- 13 That the regulation No.49 of DCPR 2034 shall be complied with.
- 14 That the provisions of Rain Water Harvesting as per the design prepared by approved consultants in the field shall be made to the satisfaction of Municipal Commissioner while developing plots having

Page 5 of 12 On 24-Nov-2022



area more than 300 Sq.Mts. as per Govt. notification under Sec.37[2] of M.R.T.P. Act, 1966.

That the requisition from fire safety point of view as per DCPR 2034 shall be complied with.

That the Vermiculture bins for disposal of wet waste as per the design and specification of Organizations individuals specialized in this field, as per the list furnished by Solid Waste Management Department of M.C.G.M. shall be provided to the satisfaction of Municipal Commissioner.

PREThat the Drainage Completion Certificate shall be obtained from Ch.E.(S.P.) & shall be submitted.

- 18 That the Lift Inspector's completion certificate shall be submitted.
- 19 That the structural stability certificate shall be submitted.
- 20 That the Site Supervisor's completion certificate shall be submitted.
- 21 That the smoke test certificate shall be submitted.
- 22 That the water proofing certificate shall be submitted.
- That the N.O.C. from A.A. & C. [H/East] shall be submitted.
- That the final completion certificate from C.F.O. shall be submitted.
- 25 That the completion certificate for Rain Water Harvesting System from Consultant shall be submitted.
- That the construction of road including S.W. Drain and footpath, providing central dividers, lane marking and providing street furniture and obtain completion certificate from E.E. [Roads]W.S. shall be submitted before applying for occupation.
- That the Energy Conservation Systems as stipulated vide circular under No.ChE/M&E/1063 dt.16/06/2008 shall be complied with.
- 28 That the list of documents required to be scanned and legible scanned image shall be submitted.

92 Ceq 93 920

No. P-11576/2022/(4966/B)/H/E Ward/KOLEKALYAN-H/E/IOD/1/New

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

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

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the 23 November day of but not so as to contrivance any of the provision of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time In force.

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

Executive Engineer, Building Proposals, Zone, Wards.

SPECIAL INSTRUCTIONS

- 1. THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.
- 2. Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Mumbai has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.
- 3. Under Byelaw, No. 8 of the Commissioner has fixed the following levels :-

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

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

Page 7 of 12 On 24-Nov-2022

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

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





No. EB/CE/

/BS

/A/

NOTES

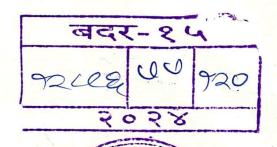
- 1) The work should not be started unless objections are complied with
- 2) A certified set of latest approved plans shall be displayed on site at the time of commencement the work and during the progress of the construction work.
- 3) Temporary permission on payment of deposit should be obtained any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

Page 9 of 12 On 24-Nov-2022



avoid the excavation of the road an footpath.

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



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

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

Page 11 of 12 On 24-Nov-2022



> **Executive Engineer, Building Proposals** Zones wards.

P-11576/2022/(4966/B)/H/E Ward/KOLEKALYAN-H/E/IOD/1/New

Copy To :- 1. Amol S Utekar

1001/A-WING, 10th Floor, Asha Nagar, Samarth Garden, Datta Mandir Road, L.B.S. Marg, Bhandup (W) Shop No.15, B 106, Natraj building, Sristi Complex, Mulund-Link Road (W)

- Asst. Commissioner H/E Ward.
 A.E.W.W. H/E Ward,
 Dy.A & C. Western Suburb I
 Chief Officer, M.B.R. & R. Board H/E Ward.
 Designated Officer, Asstt. Engg. (B. & F.) H/E Ward
- 7. The Collector of Mumbai





BRIHANMUMBAI MUNICIPAL CORPORATION

Amended Plan Approval Letter

File No. P-11576/2022/(4966/B)/H/E Ward/KOLEKALYAN-H/E/337/2/Amend da

To

Amol S Utekar

1001/A-WING, 10th Floor,Asha
Nagar,Samarth Garden,Datta Mandir
Road, L.B.S. Marg,Bhandup(W) Shop
No.15, B 106,Natraj building,Sristi
Complex, Mulund-Link Road (W)

CC (Owner),

M/s Royal Minerva Realty LLP 720, Plaza Panchshil, 55, Hughes Road, Mumbai – 400 007

Subject

Proposed redevelopment on property bearing C.T.S. No. 4966/B of Village Kolekalyan, Kalina situated at Vidya Nagari Marg, off CST Road, Manipada, in H/East Ward, Mumbai.

Reference : Online submission of plans dated 16.10.2023

Dear Applicant/ Owner/ Developer,

There is no objection to your carrying out the work as per amended plans submitted by you online under reference for which competent authority has accorded sanction, subject to the following conditions.

- 1) That all the conditions of IOD under even number P-11576/2022/(4966/B)/H/E WARD/KOLEKALYANH/E/337/1/NEW dated 24.11.2022 & conditions of subsequent amended approvals shall be complied with.
- 2) That Structural Stability Certificate from Structural Engineer shall be submitted for extension/additional floors.
- 3) That the revised R.C.C. drawing/designs, calculations shall be submitted through Licensed Structural Engineer.
- 4) That the condition of revised bye-law 4[c] shall be complied with.
- 5) That the N.O.C. from Airport Authority of India shall be submitted.
- 6) That the Janata Insurance Policy in the name of site under reference shall be submitted.
- 7) That all the payments shall be made.
- 8) That the C.C. shall be got re-endorsed.
- 9) That NOC From A.A. & C (H West) ward shall be submitted.
- That the work shall be carried out between 6.00am to 10.00p.m. only.
- 11) That all the conditions in the order of Hon'ble Supreme court of India, dated 15/03/2018 in the case of Dumping Ground shall be complied with and bank Guarantee for the same shall be submitted. Any breach will entail the cancellation of building permission and the work will be liable to be stopped immediately.
- 12) That all the conditions and directions specified in the order of Hon'ble Supreme Court dated 15/03/2018 in Dumping Ground case shall be complied with before starting demolition of structures and/ or starting any construction work.
- 13) That adequate safeguard shall be employed in consultation with SWM. Dept. of MCGM for preventing dispersal of particles through air. That guidelines as per circular CHE/DP/214/Gen dated 15.09.2023 and MGC/F/1102/dated 25.10.2023 regarding measures to be taken to control the environmental pollution due to building construction activities shall be strictly complied with.
- 14) The construction and demolition waste shall be handled and transported to the designated unloading site as approved by E.E.(SWM) vide NOC and comply with all conditions mentioned in the said NOC.
- 15) Any breach of condition regarding debris disposal will entail the cancellation of the building permission or IOD & the work will be liable to be stopped immediately.
- 16) That B.G. submitted as per Hon. Supreme Court directives shall be revalidated timely and submitted to this office.
- 17) That the record of C& D Waste generated, transported and unloaded at designated unloading site & shall be maintained & submitted monthly on AutoDCR System.



For and on behalf of Local Authority Executive Engineer . Building Proposal ANNEXURE - E (COLLY)

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BRIHANMUMBAI MUNICIPAL CORPORATION

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No P-11576/2022/(4966/B)/H/E Ward/KOLEKALYAN-H/E/

COMMENCEMENT CERTIFICATE

To.
M/s Royal Minerva Realty LLP
720, Plaza Panchshil, 55, Hughes Road, Mumbai –
400 007

Sir.

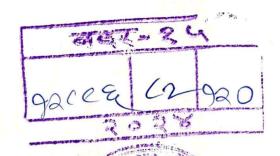
With reference to your application No. P-11576/2022/(4966/B)/H/E Ward/KOLEKALYAN-H/E/FCC/1/New Dated. 18 Jun 2022 for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no 337 (New) dated 18 Jun 2022 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. - C.T.S. No. 4966/B Division / Village / Town Planning Scheme No. KOLEKALYAN-H/E situated at off CST Road Road / Street in H/E Ward Ward

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

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

The Municipal Commissioner has appointed Shri. Asst. Eng. (BP)H/East & K/East Ward Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 24/1/2024



Issue On : 25 Jan 2023

pplication Number

DOMO USURBAN T

Valid Upto:

24 Jan 2024

P-11576/2022/(4966/B)/H/E Ward/KOLEKALYAN-H/E/CC/1/New

C.C. up to the top of the basement (i.e. 0.15 AGL for wings 2 to 4) and top of stilt(i.e 3.25 AGL for wing 1) as per approved IOD plans dated 24.11.2022.

Approved By

Exe Engineer (BP) H Ward

Executive Engineer

Issue On: 09 Feb 2024

Valid Upto:

24 Jan 2025

Application Number:

P-11576/2022/(4966/B)/H/E

Ward/KOLEKALYAN-H/E/FCC/1/New

Remark:

Re-endorse CC for wing 1 to wing 4 upto top of plinth/stilt and further C.C. for wing 1 to wing 3 upto top of 13th floor including LMR/OHT (i.e upto height of 44.50 AGL) and wing 4 upto top of ground floor i.e 3.25m as per approved amended plan dated 05.02.2024.



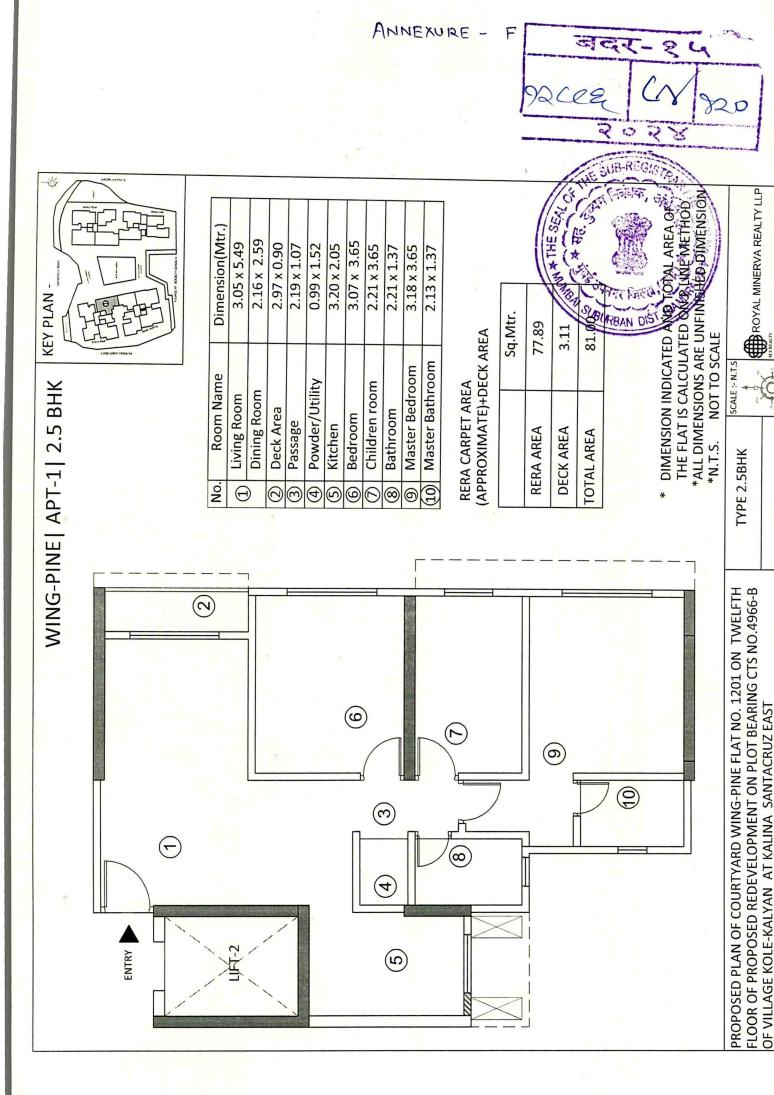
For and on behalf of Local Authority Brihanmumbai Municipal Corporation

Assistant Engineer Building Proposal

Western Suburb I H/E Ward Ward

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

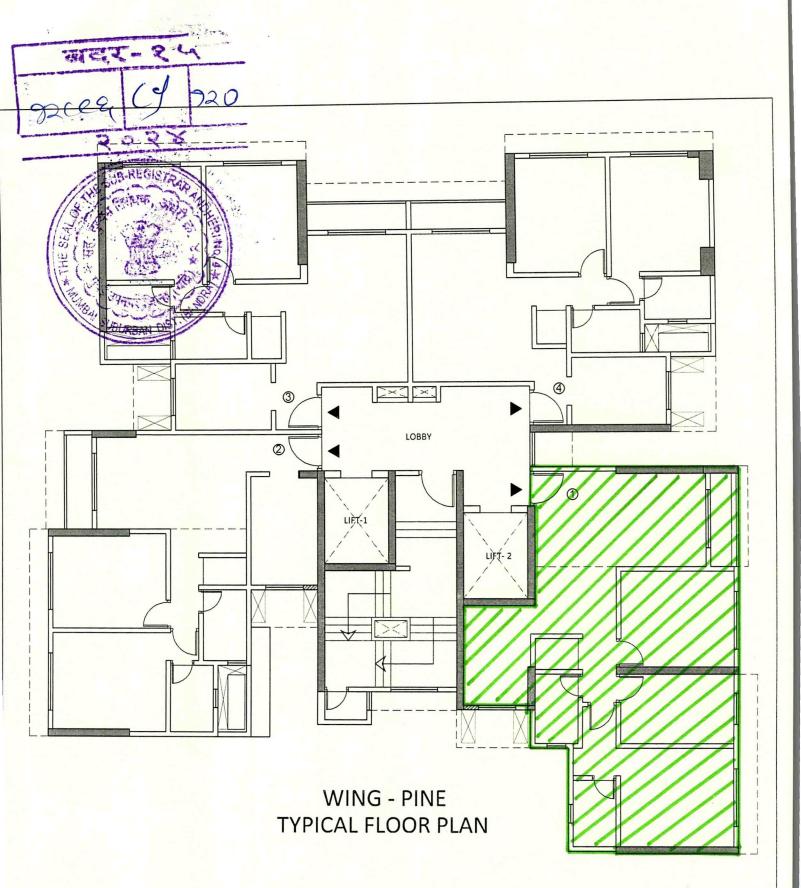




Add.: 720,7th Floor, Plaza Panchshil, 55,Hughes Road, Mumbai -400007 Phone: 022,2362,8844 / 022,2368,4488

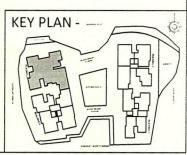
OF VILLAGE KOLE-KALYAN AT KALINA SANTACRUZ EAST

MUMBAI-400098 IN H/E WARD

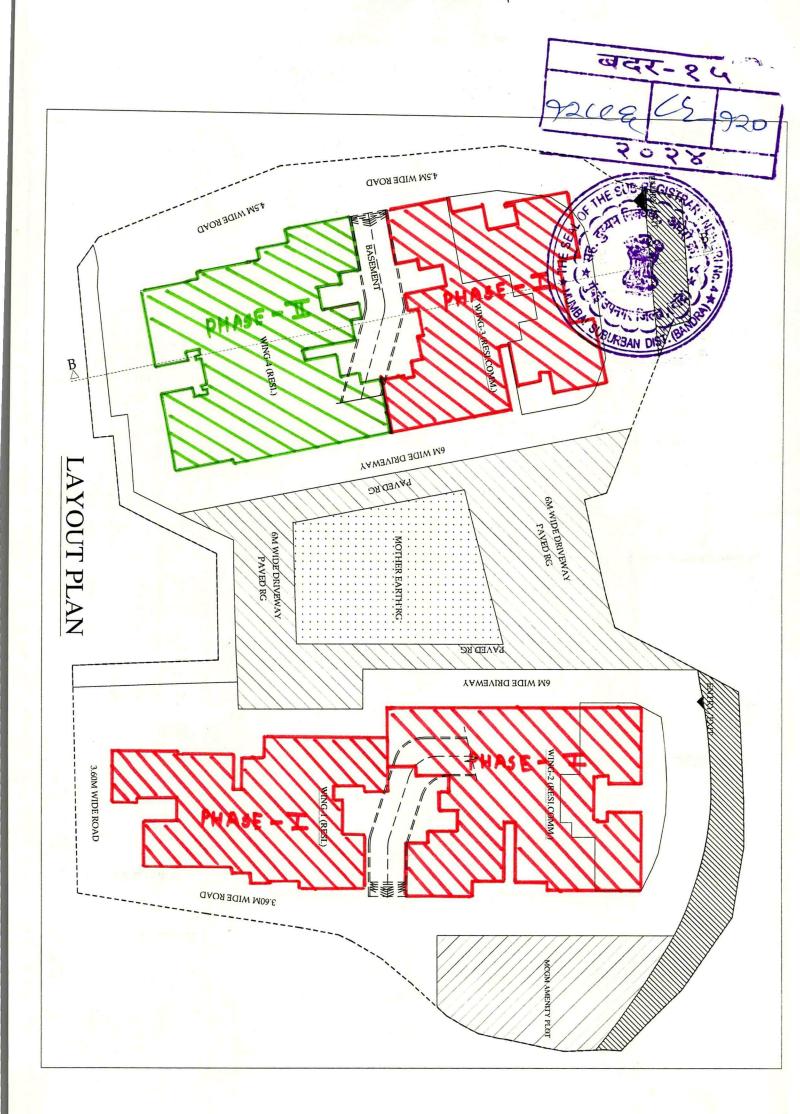


RERA CARPET AREA (APPROXIMATE)

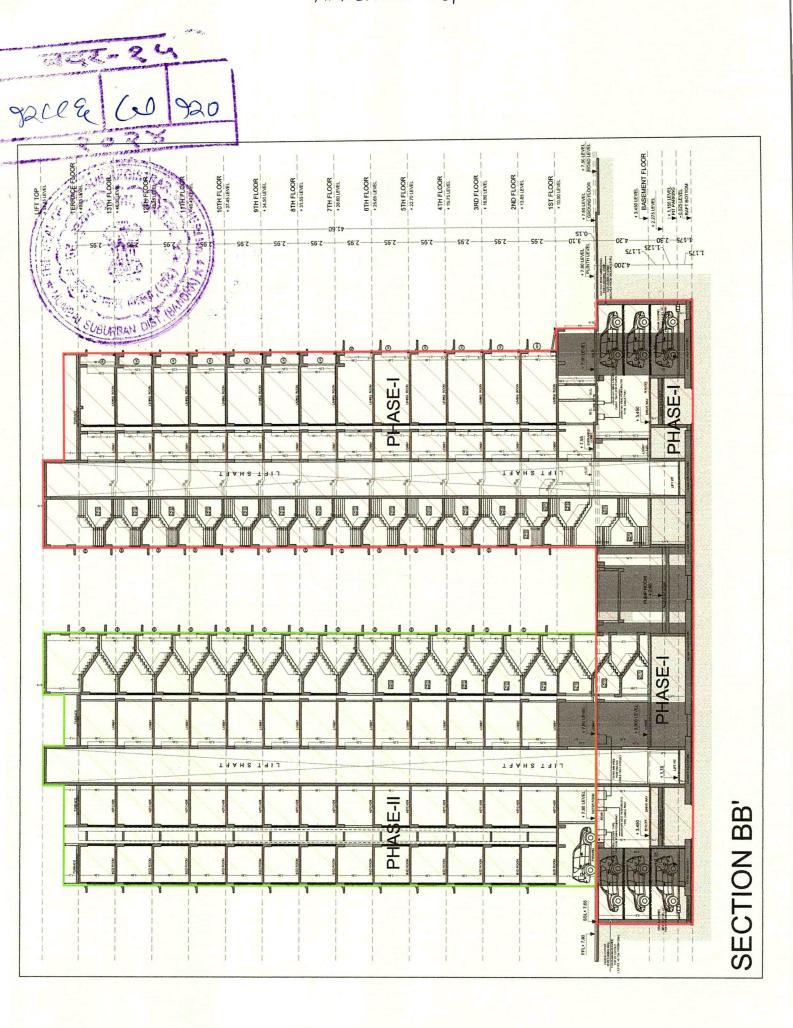
Units	Sq.Mtr.
Series 1 (2.5BHK)	81.00
Series 2 (2BHK)	67.07
Series 3 (2BHK)	65.96
Series 4 (2BHK)	65.66







a tool





92CEE CC 920 2028

TITLE CERTIFICATE

This is to certify that I have investigated the title of the NELL SHANTENIRETAN CO-OPERATIVE HOUSING SOCIETY LIMITED, incorporated and registered under the provisions of the Maharashtra Co-operative Societies Act and registered registration BOM/HSG 1879 of 24-10-1968, having its registered vidya Nagari, Kalina, Santacruz (East), Mumbai 400098 ("the Society") to the property more particularly described in the Schedule hereunder written ("the Property").

- 1) The Society is registered under Section 10 of the Bombay Co-operative Societies Act 1925 (Bombay VII of 1925) under Registration No. BOM/HSG 1879 of 24-10-1968 and is deemed to be registered under the provisions of the Maharashtra Co-operative Societies Act, 1960.
- 2) The Society derives title to the Property by virtue of a Deed of Conveyance dated 26th June 1972 duly registered before the Office of the Sub-Registrar of Assurances under Serial No. Serial No. 3174 of 1972 of Book No. 1 dated 28th June 1972 made and entered into between one Mr. Lachmandas Sewaram (as "the Vendor") and Mr. Lachmandas Sewaram, Mr. Girdharidas Sewaram, Mr. Bhagwandas Sewaram and Mr. Bhiharilal Sewaram (as "the Confirming Party") and the Society herein, the Society became absolute and lawful owner of the said Property.
- 3) In the circumstances, the Society has become absolutely entitled to the Property.

 The name of the Society is reflected on the Property Register Card in respect of the Property.

Durga Chambers, 5th Floor, Plot No. 40, Waterfield Road, Bandra (West), Mumbai - 400 050. +91 22-26553636 pd@gradeasal.com 92 Cege (P. 920

The Society after obtaining Conveyance of the said Property had constructed in three buildings named A, B & C are situated on a part of the Society occupied Plot of Land bearing Survey No. 291, Hissa No. 1 and Survey No. 292 Hissa No. 14, together admeasuring 4652.90 square meters being and situated at Kole Kalvans at Vidya Nagari Marg, off CST Road Manipada, Kalina, Santacruz Owners of the Society, which is standing on the part of the society occupied Plot, consisting of Ground and three upper floors with 81 residential flats and 11 Shops therein.

- By a Development Agreement dated 11th November 2021 made between M/s. ROYAL MINERVA REALTY LLP, [LLPIN No. AAX-5670] a limited liability partnership registered under the provisions of the limited liability Partnership Act, 2008 and having its registered address at 720, Plaza Panchshil, 55, Hughes Road, Mumbai 400007 ("the Developers") of the First Part, the Society of the Second Part and the Members of the Society of the Third Part ("the Development Agreement"), the Society and its Members granted development rights in respect of the Property to the Developers on the terms and conditions contained therein. The Development Agreement is duly stamped and has been registered with the Sub-Registrar of Assurances at Andheri 1 under Serial No. BDR1-14452-2021 dated 20th December, 2021.
- 6) The development of the Property entails inter alia the demolition of the building, of Neel Shantiniketan Cooperative Housing Society Ltd. and the construction of a new building on the Property, utilizing therefor the Floor

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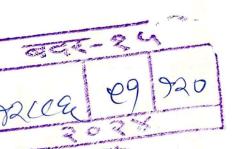


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Space Index ("FSI") of the Property and Floor Space Index of other properties that may be obtained by way of Transferable Development Rights as per the Development Control and Promotion Regulations, 2034 for Greater Mitinbai. In terms of the Development Agreement, the Developers are required; inter alia to allot to the members of the Society, free of costs, 81 residential flats and 11 Shop in the new building so as to cover the lower floors of the new building and he rest of the premises are available to the Developers to deal in the same under the provisions of the Real Estate (Regulation and Development) Act, 2016.

- I had published a Public Notice in The Free Press Journal (February 8, 2022 Issue) and Navshakti (February 8, 2022 Issue) inviting third party claims in respect of the Property. I received no claims / objections in response to the public notice. I had appointed Mr. N. D. Rane to conduct search with regard to the Property in the offices of Sub-Registrar of Assurances at Bombay for the period from 1962 to 2022. The Search Report dated 22nd February, 2022, records the entries made, referred to in the above paragraphs herein. However, the Search Clerk has qualified that the records for certain years more particularly set out therein are either partly or completely in torn condition and/or are not maintained properly and that the records for the year 2022 were not ready for Search at the Office of the Sub-Registrar at Mumbai. I had also inspected the original title deeds in possession of the Society.
- 8) For the purpose of this opinion, I have assumed;
 - 9.1 Copies provided to me are accurate copies of originals;
 - 9.2 Each document binds the parties intended to be bound thereby;

1



- 9.3 Any statements in the documents, authorization or any certificates or confirmations relied upon by me for issuance of this title certificate are correct and otherwise genuine;
- 9.4 That there have been no amendments or changes to the documents examined by me.
- 9.5 The accuracy and completeness of all the factual representations made in the documents and that all prior title documents have been adequately stamped and registered.
- 9) A certificate, determination, notification, opinion or the like will not be binding on an Indian Court or any arbitrator or judicial or regulatory body which would have to be independently satisfied, despite any provision in the documents to the contrary. I am not certifying the boundaries of the Property nor am I qualified to express my opinion on physical identification of the Property.
- 10) This opinion is addressed to M/s. Royal Minerva Realty LLP alone. This opinion may not be furnished, quoted or relied on by any person or entity other than M/s. Royal Minerva Realty LLP for any purpose without my prior written consent. It may however be disclosed or furnished by M/s. Royal Minerva Realty LLP, as may be required in connection with any transaction or legal process or in relation to an inquiry or demand by any Indian governmental or regulatory authority.



THE SCHEDULE ABOVE REFERRED TO:-

All that piece or parcel of freehold land or ground bearing Plot of Land bearing old C.T.S. No. 4966 (pt), 4966/1 to 29 corresponding to New CTS No. 4966-B of lying together admeasuring 4652.90 square meters (as per the Property Register Card in respect thereof) together with the three building named and known as "Neel Shantiniketan" standing on the Plot lying, being and situated at Kole Kalyan, at Vidya Nagari Marg, off CST Road Manipada, Kalina, Santacruz (West), Mumbai 400098, in the Registration Sub-District of Bandra, Registration District Mumbai City, and bounded as follows:-

On or towards North: By Property bearing C.T.S No. 4967 & Manipada Road;

On or towards South: By Property bearing C.T.S No. 4966-A;

On or towards East : By Property bearing C.T.S No. 4964 & 4965

On or towards West: By Property bearing C.T.S No. 4958-A & 4958-B.

MUMBAI DATED THIS 4th DAY OF JUNE, 2022.

Pranjal Dave



ANNEXURE "I"

(Agreed Installments of the Sale Price)

The Sale Price agreed to be paid by the Allottees to the Promoter in respect of the Premises is

Rs.2,49,80,000/- (Rupees Two Crore Forty Nine Lakhs and Eighty Thousand Only exclicting GST () and is agreed to be paid by the Allottees to the Promoter in the following agreed instalments:-

T., . 4 . 11 4		The state of the s
Installment	Amount	Amount (in words) and time of payment
no.		518-R5G/85
1.	Rs.24,98,000/-	(Rupees Twenty Four Lakhs Ninety Eight Thousand Only)
		by way of earnest money has been paid on or before the
	(execution of this Agreement (the payment and receipt
		whereof the Promoter hereby admit and acknowledge;
2.	Rs.37,47,000/-	(Rupees Thirty Seven Lakhs Vorty Seven Thousand Only)
		shall be paid on completion of Recall Restationing of the
		Building or Wing in which the Premises is located;
3.	Rs.49,96,000/-	(Rupees Forty Nine Lakhs Ninety Six Thousand Only) shall
		be paid on Completion of RCC of Plinth of the Building or
		Wing in which the Premises is located;
4.	Rs.12,49,000/-	(Rupees Twelve Lakhs and Forty Nine Thousand Only) shall
		be paid on Completion of RCC of 2nd Slab of the Building or
	~ (Wing in which the Premises is located;
5.	Rs.12,49,000/-	(Rupees Twelve Lakhs and Forty Nine Thousand Only) shall
		be paid on Completion of RCC of 4th slab of the Building or
		Wing in which the Premises is located;
6.	Rs.12,49,000/-	(Rupees Twelve Lakhs and Forty Nine Thousand Only) shall
		be paid on Completion of RCC of 6th slab of the Building or
		Wing in which the Premises is located;
7.	Rs.12,49,000/-	(Rupees Twelve Lakhs and Forty Nine Thousand Only) shall
		be paid on Completion of RCC of 8th slab of the Building or
*		Wing in which the Premises is located;
8.	Rs.12,49,000/-	(Rupees Twelve Lakhs and Forty Nine Thousand Only) shall
	-	be paid on Completion of RCC of 10th Slab of the Building
		or Wing in which the Premises is located;
9.	Rs.12,49,000/-	(Rupees Twelve Lakhs and Forty Nine Thousand Only) shall
	*	be paid on Completion of RCC of 12th slab of the Building or
		Wing in which the Premises is located;
10.	Rs.12,49,000/-	(Rupees Twelve Lakhs and Forty Nine Thousand Only) shall
		be paid on Completion of RCC of Terrace Slab of the Building
		or Wing in which the Premises is located;



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	Installment no.	Amount	Amount (in words) and time of payment
	11.	Rs.12,49,000/-	(Rupees Twelve Lakhs and Forty Nine Thousand Only) shall be paid on Commencement of Plumbing Work of the Building or Wing in which the Premises is located;
	12.	Rs.12,49,000/-	(Rupees Twelve Lakhs and Forty Nine Thousand Only) shall be paid on Commencement of Electrical Work of the Building or Wing in which the Premises is located;
वदः १२८९	13.24	Rs.12,49,000/-	(Rupees Twelve Lakhs and Forty Nine Thousand Only) shall be paid on Commencement of Installation of Lift of the Building or Wing in which the Premises is located;
2 Sept. 19 S	TEGISTOR OF THE PROPERTY OF TH	Rs.12 49,000/-	(Rupees Twelve Lakhs and Forty Nine Thousand Only) against the Allottees taking possession of the Flat or within fifteen days of the Promoter intimating the Allottees of the completion of the Flat (after receipt of the Occupation Certificate in respect of the New Building, whichever is earlier;
To the state of th	BAN DIST 18 BAN	Rs.2,49,80,000/-	(Rupees Two Crore Forty Nine Lakhs and Eighty Thousand Only) TOTAL

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ANNEXURE "J"

(Deposits/ amounts payable by the Allottees along with the final Installment of the Sale Price, and utilization of the same by the Promoter)

DETAILS OF AMOUNTS PAYABLE BY THE ALLOTTEES:-

i)	Rs.600/-	(Rupees Six Hundred Only) as a non-refundable amount for share money,
		application, entrance fee of the Society;
ii)	Rs.43,600/-	(Rupees Forty Three Thousand and Six Hundred Only) as a refundable
		deposit towards interior work;
iii)	Rs.1,04,640/-	(Rupees One Lakhs Four Thousand Six Hundred and Forty Only) as 12
		months adhoc advance maintenance charges @ Rs.10/- per square feet);
iv)	Rs.3,92,400/-	(Rupees Three Lakhs Ninety Two Thousand and Four Hundred Only) as
		a non-refundable amount towards Amenities & Club House Charges;
v)	Rs.2,81,172/-	(Rupees Two Lakh Eighty One Thousand One Hundred and Seventy Two
		Only) as a non-refundable amount towards Development Charges;

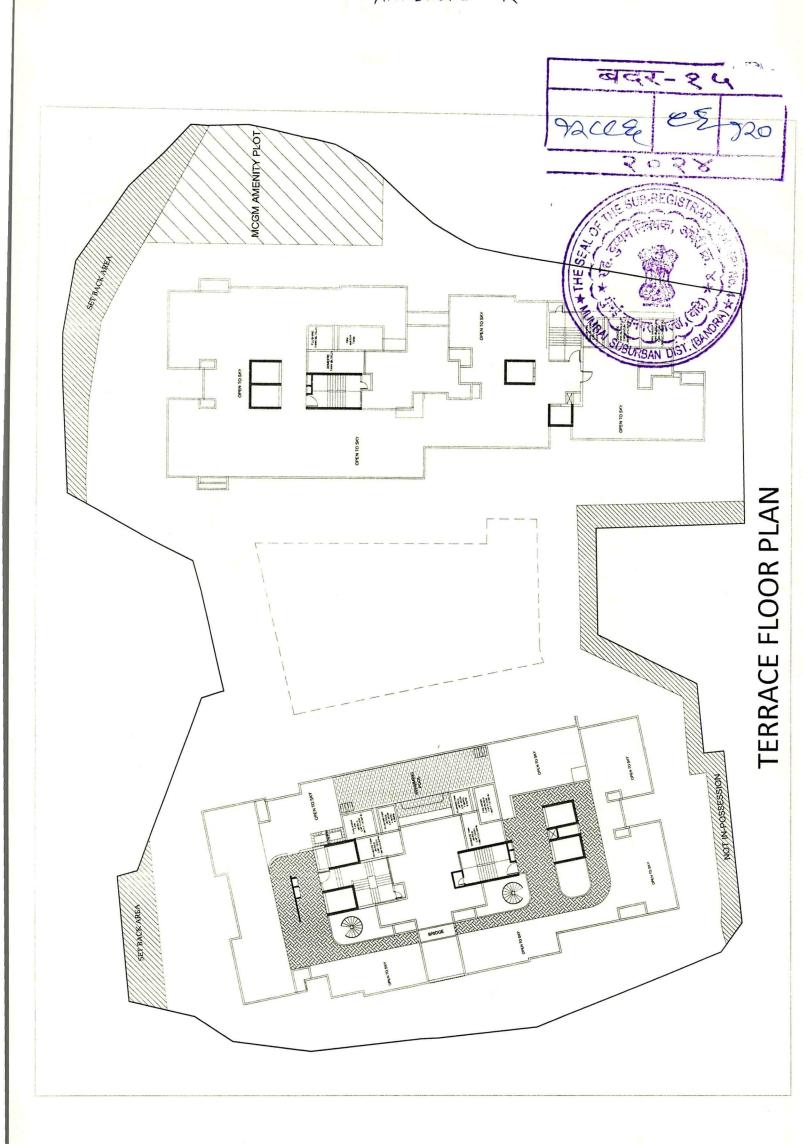
Rs.8,22,412/- TOTAL (Rupees Eight Lakhs Twenty Two Thousand Four Hundred and Twelve Only) Excluding GST.



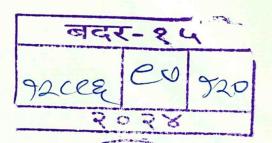




Will Will



घोषणापत्र



मी SANDESH MADAV या द्वारे घोषित करतो की, दुय्यम निबंधक ANDHERI - अयांच्या कार्यालयात AGREEMENT FOR SALE या शिर्षकाचा दस्त नोंदण्यासाई मादर करण्यात आला आहे. ANKIT SHETH व इ. यांनी दिनांक 03/06/2023 रोजी मला दिलेखा केलमुखत्यार प्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे/निष्पादीत करून कबुलीजवाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहीन यांची मला जाणीव आहे.

दिनांक: 19 07 2024,

कुलमुखत्यारपत्रधारकाच नाव व सही

92CER EC 920

Page 1 of 1

Page 1 of 1

Original/Duplicate

All SUBURBAN DESIGN

450/10792 Saturday,June 03 ,2023 3:37 PM

पावती क्रं.: 11897

दिनांक: 03/06/2023

गावाचे नाव: मलबार

दस्तऐवजाचा अनुक्रमांक: बबई3 -10792-2023

दस्तऐवजाचा प्रकार: पॉवर ऑफ अँटर्नी मादर करणाऱ्याचे नाव: अंकित आर. शेठ

> नोंदणी फी दस्त हाताळणी फी पृष्ठांची संख्या: 15

पावती

क. 100.00

ਸ. 300.00

एकूण:

DELIVER IN

क. 400.00

आपणाम मूळ दस्त ,थंवनेल प्रिंट,सूची-२ अंदाजे 3:54 PM ह्या वेळेस मिळेल.

वाजार मुल्य: रु.1 /-

मोबदला रु.0/-

भरलेले मुद्रांक शुल्क : रु. 500/-

मह दुय्यम निवंधक, मुंबई-3

सह द्वयम तिसंधक,

1) देयकाचा प्रकार: DHC रक्कम: रु.300/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0206202312979 दिनांक: 03/06/2023

वँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रक्कम: रु.100/-

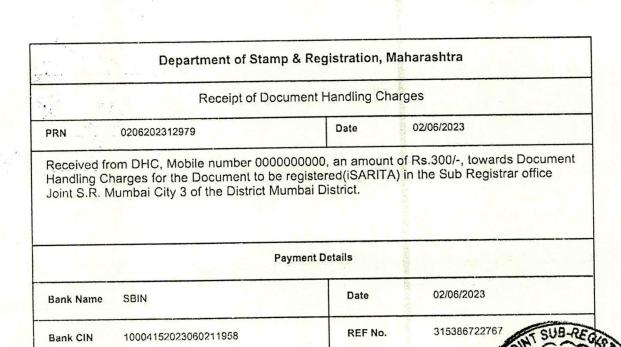
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH003005873202324E दिनांक: 03/06/2023

वँकेचे नाव व पत्ता:

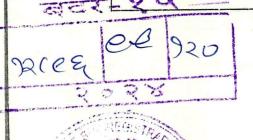
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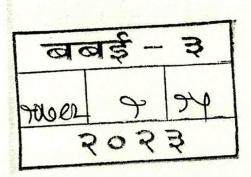
6/3/2023

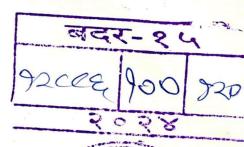
nugGC



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









Receipt of Document Handling Charges

PRN

0206202312979

Receipt Date

03/06/2023

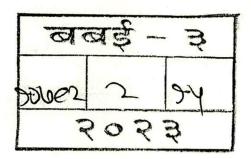
Received from DHC, Mobile number 0000000000, an amount of Rs.300/-, towards Document Handling Charges for the Document to be registered on Document No. 10792 dated 03/06/2023 at the Sub Registrar office Joint S.R. Mumbai City 3 of the District Mumbai District.

DEFACED ₹ 300 DEFACED

Payment Details

				Sandricking Span	11.
	Bank Name	SBIN	Payment Date	02/06/2023	AL OF
10000	Bank CIN	10004152023060211958	REF No.	31538672276	As S
	Deface No	0206202312979D	Deface Date	03/06/2023	,

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





CHALLAN MTR Form Number-6



GRN MH003005873202324E BARCODE			III Date	02/06/2023-17:59:29 F	Form ID 48(f)
Department Inspector General Of Registration				Payer Details	
Stamp Duty		TAX ID / TA	N (If Any)		
Type of Payment Registration Fee		PAN No.(If A	pplicable)		
Office Name BBE3_JT_SUB_REGISTRA MUMBAI	CITY 3	Full Name		ANKIT R SHETH	
Location MUMBAL SQ D					
Year (2023-2024 One Time		Flat/Block I	Vo.	FLAT NO 503 TARETI BU	JILDING
Account Head Details	Amount In Rs.	Fremises/E	uilding		**
0030045601 Stamp Duty	500.00	Road/Stree	t	29 C DOONGARSY ROA	D .
0030063304 Registration fee	100.00	Area/Local	ty	MALABAR HILL MUMBAI	
1/8 (31 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1		Town/City/	District		
15 (15)		PIN		4	0 0 0 0 6
图 必要		Remarks (I	f Any)		SUB-REA
		SecondPart	yName=AJ	IT SHRIKANT ATHALE	No comments
SUBUREAN OS				TE SE	
				NO KE	
				May Co	
		Amount In	Six Hund	dred Rupees Only	
Total	600.00	Words		4	MICHBALL
Payment Details PUNJAB NATIONAL E	BANK		F	OR USE IN RECEIVING B	ANK
Cheque-DD Details		Bank CIN	Ref. No.	0300617202306020101	6 444058696
Cheque/DD No.	A STATE OF THE PROPERTY OF THE	Bank Date	RBI Date	02/06/2023-18:00:32	Not Verified with RBI
Name of Bank		Bank-Branc	h	PUNJAB NATIONAL BA	ANK
Name of Branch		Scroll No.,	Date	Not Verified with Scroll	

Department ID : Mobile No. : NOTE:-This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवळ दुरयम निबंधक कार्यालयात नोदंणी करावयाच्या दस्तांसाठी लागु आहे . नोदंणी न समस्माच्या चरतांसाठी तागु आहे .



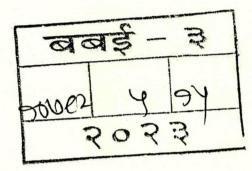
CHALLAN MTR Form Number-6



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Departr					Payer Petails	- 24
Type of	Stamp Duty Payment Registration Fee		TAX ID / TA	AN (If Any)		0 01
1,400.01	Tayment		PAN No.(If	Applicable)	92008	104920
Office N	Name BBE3_JT SUB REGISTRA MUMBAI (CITY 3	Full Name		ANKIT R SHETH	2×.
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/ear	2023-2024 One Time		Flat/Block	No.	FLAT NO BOX TARETIE	PHEDING:
O No.	Account Head Details	Amount In Rs.	Premises/E	Building	100	S. Ole
030045	5501 Stamp Duty	500.00	Road/Stree	t	29 DOONGARSY RO	(D)
030063	3301 Registration Fee	100.00	Area/Local	ity	MALABAR HILL MUMBA	
			Town/City/	District	Can Control	
	The state of the s		PIN		SUBURALA	V 0197 0 0 6
20			Remarks (I	f Any)		3 SUB-REGA
			SecondPart	yName=AJI	T SHRIKANT ATHALES	NO PARTERIE
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Cheque/ Departm IOTE:	FACEO at Details Cheque-DD Details (DD No. (Bank (Branch This challan is valid for document to be recome that द्रयंग निवाय कार्याटायात लोदंग	ANK	Bank CIN Bank Date Bank-Branc Scroll No	Ref. No. RBI Date h Date	PR USE IN RECEIVING E 030061720230602010 02/06/2023-18:00:32 PUNJAB NATIONAL B Not Verified with Scrol	Not Verified with RBI ANK
Cheque/ Name of Name of Oppartm	FACE of Details PUNJAB NATIONAL BAR Cheque-DD Details Cheque-DD Details DDD No. F Bank F Branch This challan is valid for document to be regarded that द्रयम निवधक कार्योत्यात सोद्रय	ANK pistered in Sub Regis कित्तवयाच्या दस्तान	Bank CIN Bank Date Bank-Branc Scroll No	Ref. No. RBI Date h Date	O30061720230602010 02/06/2023-18:00:32 PUNJAB NATIONAL B Not Verified with Scrol	Not Verified with RBI ANK 996-13663







POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, I, MR. ANKIT R. SHETH, an adult Indian Inhabitant, aged 38 years, holding PAN No. AWCPS3770P, residing at Flat No. 503, Tareti Building, 29-C, Doongarsy Road, Malabar Hill, Mumbai – 400 006, SEND GREETINGS:

WHEREAS:

(a) I, MR. ANKIT R. SHETH, am a partner / director / authorized signatory in various developer/builder partnership firms / LLPs, companies, viz. RSB Developers Private Limited, M/s. Royal Minerva Realty LLP, M/s. Lucrative Trading LLP, M/s. Bowen Developers LLP, Patarc Developers, M/s. Clean Slate Real Estate LLP, Superaction Realty Private Limited, Sunmist Developers Private Limited, Raghunandan Sales Agencies Private Limited, Green Stream Farms & Agro Private Limited and Spotted Trading LLP and as a builder/developer, I regularly execute various development, sale and purchase documents, give and take various premises on leave and license basis, etc.

as

}

(b) I, MR. ANKIT SHETH being a partner / director Pauthorized signatory in various partnership firm / LLPs, companies viz. RSB Developers Private Limited, M/s. Royal Minerva Realty LLP, M/s. Lucrative Trading LLP, M/s. Bowen Developers LLP, Patarc Developers, M/s. Clean State Real Estate LLP,

बदर-१

Private Limited and Spotted Trading LLP, the said Mr. Afti Shrikant Athale and/on Str. Sandesh Dilip Madav, to act as my constituted attorney to lodge such agreements for registration i.e. agreements for sale and/or development

Superaction Realty Private Limited, Sunmist Developers Private Limited,

agreements and/or deeds of transfer and/or deeds of assignment and/or deeds of rectification and/or supplemental agreements and/or purchase agreements and/or leave & license agreements and/or permanent alternate accommodation agreement and/or deed of rectifications and/or undertakings and/or indemnity bonds to be executed by us and to admit execution of the same before the Sub-Registrar of Assurance and get the same recorded in the Registration Department and/or all other purposes relating to my business as a partner / director / authorized signatory in various partnership firm / LLPs, companies viz. RSB Developers Private Limited, M/s. Royal Minerva Realty LLP, M/s. Lucrative Trading LLP, M/s. Bowen Developers LLP, Patarc

Pevelopers, M/s

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Private Limited, Commist

Trading LLP, for the commist of the comm

Revelopers, M/s. Clean Slate Real Estate LLP, Superaction Realty Private Limited, Summist Developers Private Limited, Raghunandan Sales Agencies Private Limited, Green Stream Farms & Agro Private Limited and Spotted Trading LLP, for the various properties and/or premises.

NOW KNOW YOU ALL BY THESE PRESENTS THAT I, MR. ANKIT R. SHETH, being the partner / director / authorized signatory in various partnership firm / companies viz. RSB Developers Private Limited, M/s. Royal Minerva Realty LLP, M/s. Lucrative Trading LLP, M/s. Bowen Developers LLP, Patarc Developers, M/s. Clean Slate Real Estate LLP, Superaction Realty Private Limited, Sunmist Developers Private Limited, Raghunandan Sales Agencies Private Limited, Green Stream Farms & Agro Private Limited and Spotted Trading LLP do hereby nominate, constitute and

appoint Mr. Ajit Shrikant Athale residing at C-3/005, Narmada Lokgram CHSL, Lokgram, Kalyan (East), Dist. Thane, Pin Code – 421306 (having PAN No. AJDPA 8083 D) and/or Mr. Sandesh Dilip Madav residing at C-1203, Jeevan Jyot SRA CHS, Litkarsh Nagar, T.P. Road, Opp YCS School, Bhandup (W), Mumbai – 400 078 (having

PAN No. AOAPM 7229 M), to be my true and lawful Attorney, in fact and

and for us and our behalf to do jointly and/or severally all or any of the following

acts, deeds, matters and things that is to say:-

For him to attend before the concerned Sub Registrar of Assurances, to as execution of the agreements for sale and/or development agreements and/or permanent alternate accommodation agreements and/or individual agreements and/or deeds of conveyance and/or indenture of lease and/or sale deeds and/or deeds of transfer and/or deeds of assignment and/or deeds of rectification and/or supplemental agreements and/or purchase and/or leave & license and/or permanent alternate accommodation agreement and/or deed of rectifications and/or undertakings and/or indemnity bonds and/or other similar and ancillary documents to be entered into between any third parties, and RSB Developers Private Limited, M/s. Royal Minerva Realty LLP, M/s. Lucrative Trading LLP, M/s. Bowen Developers LLP, Patarc Developers, M/s. Clean Slate Real Estate LLP, Superaction Realty Private Limited, Sunmist Developers Private Limited, Raghunandan Sales Agencies Private Limited, Green Stream Farms & Agro Private Limited and Spotted Trading LLP. It is clarified that I shall continue to sign the documents / agreements as the partner / director / authorized signatory as may be required, and the power hereby given is purely for the sake of registration and execution before the Office of the Sub-Registrar of Assurances.

And generally for the attorney to do or cause to be done all such acts, deeds, matters or things as my said Attorney may in their absolute discretion freem fit, proper or necessary for any of the purposes set out hereinbefore as amply and effectually as we ourselves could do if personally presented.

3. The previous Power of Attorneys in respect of what is stated herein stand rescinded, cancelled and superseded in view of this Power of Attorney.

as & A

IN WITNESS WHEREOF we have set and subscribed our hands to this writing at Mumbai this <u>3</u> day of June 2023. Signed and Delivered by the withinnamed MR. ANKIT R. SHETH acting for self, and as a partner / director / authorized signatory of RSB Developers Private Limited M/s. Royal Minerva Realty L M/s. Lucrative Trading LL M/s. Bowen Developers LI Patarc Developers, M/s. Clean Slate Real Estate LLP Superaction Realty Private Limited, Sunmist Developers Private Limited, Raghunandan Sales Agencies Private Limited,) Green Stream Farms & Agro Private Limited and Spotted Trading LLP in the presence of We accept (Mr. Ajit Shrikant Athale) (Mr. Sandesh Dilip Madav) Con

Photograph of Mr. Ankit R. Sheth Photograph of Mr. Ajit Athale Photograph of Mr. Sandesh Madav



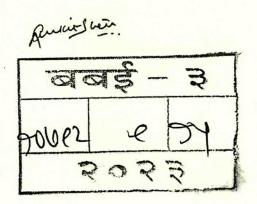


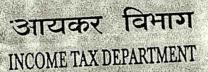














भारत सरकार GOVT. OF INDIA

ANKIT RAJENDRAKUMAR SHETH

RAJENDRAKUMAR OKHALAL SHETH

31/05/1985

Permanent Account Number

AWCPS3770P

register of Assyrance

Ragistronom





भारत सरकार Government of India

अंकित राजेन्द्र शेठ Ankit Rajendra Sheth जन्म तारीख / DOB : 31/05/1985

पुरुष / Male



9341 3119 9993

आधार - सामान्य माणसाचा अधिकार

Depor

Ankithin.

भारतीय बिरोध्य ओळख प्राधिकरण Unique Identification Authority of India

पत्ता 503 लोटी बिल्डिंग, 29-सी,डोगाशी रोड, एतिज़बेत हान्पिटल, मलबार हिल, मुंबई, मलबार Malabar Hill, Mumbai, Malabar Hill. हिल, महाराष्ट्र, 400006

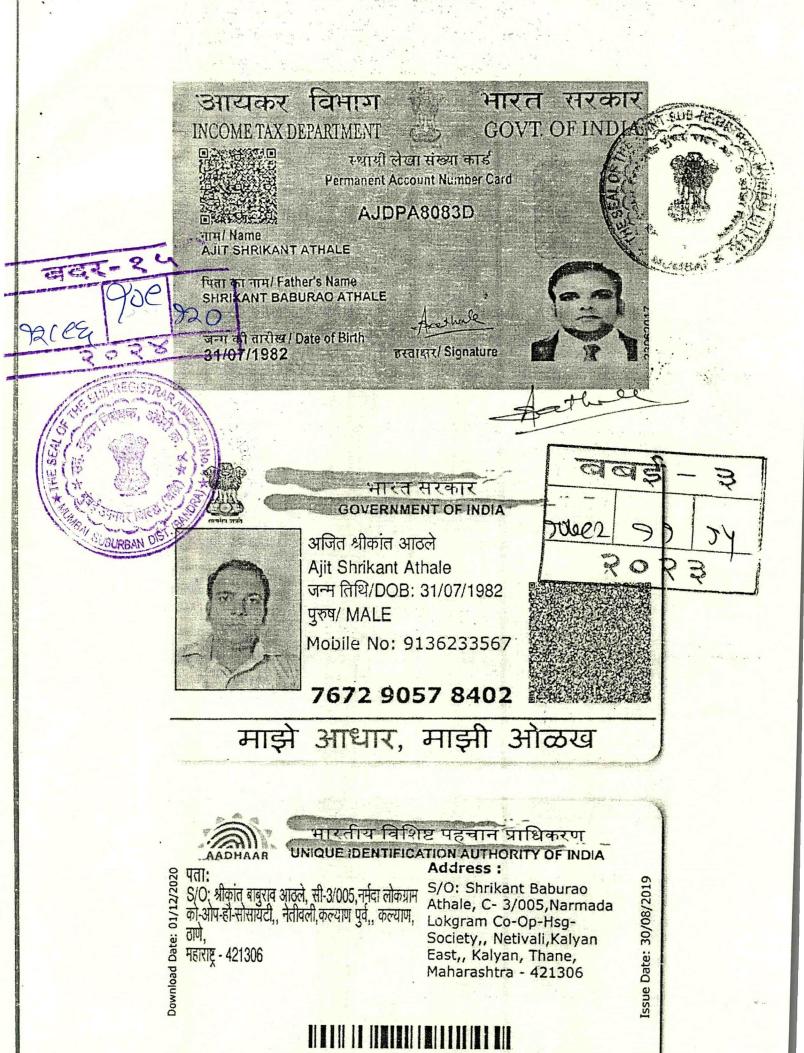
Address: 503 Tareti Building. 29-C, Dongarshy Road, Elizabeth Hospital, Maharashtra, 400006

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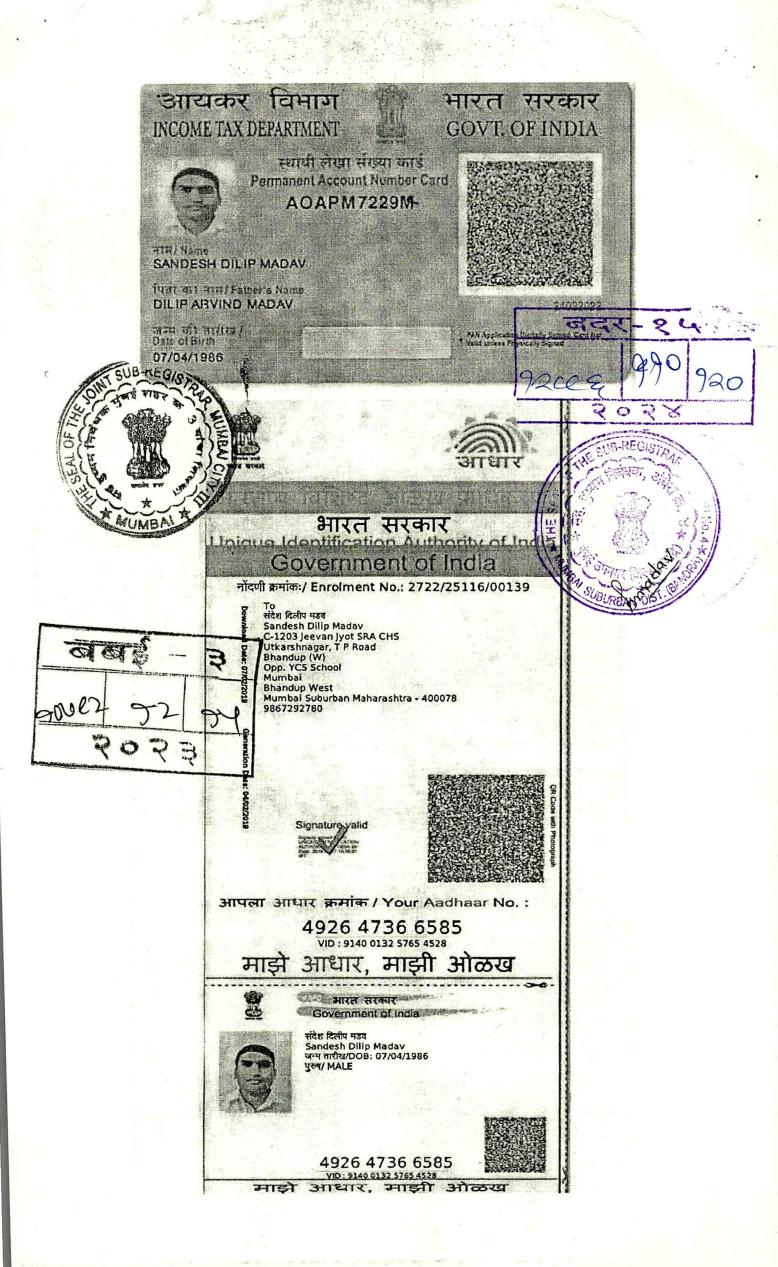
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help@uldal.gov.in

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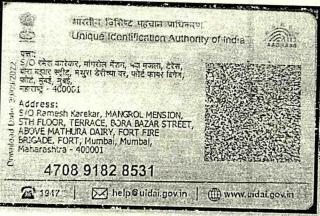
P.O. Box No. 1947, Bengaluru-560 001



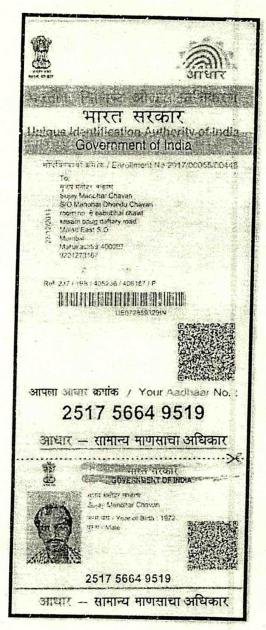


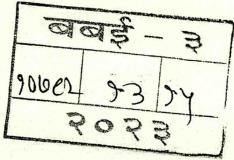
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450/10792 शनिवार,03 जून 2023 3:37 म.नं.

दस्त गोषवारा भाग-1

ववर्ड3 **५५१५** दस्त क्रमांक: 10792/2023

दस्त क्रमांक: बबई3 /10792/2023

वाजार मुल्य: रु. 01/-

मोबदला: रु. 00/-

भरलेले मुद्रांक शुल्क: रु.500/-

दु. नि. सह. दु. नि. बवई3 यांचे कार्यालयात अ. क्रं. 10792 वर दि.03-06-2023

रोजी 3:33 म.नं. वा. हजर केला.

पावती:11897

मादरकरणाराचे नाव: अंकित आर

नोंदणी फी दस्त हानाळणी फी पृष्टांची संख्या: 15 100.00 SHE SUB-REGIS 300.00 SHE SUB-REGIS 300.00

दस्त हजर करणाऱ्याची मही:

मह दुय्यम निवंधक मुंबई-3

सह दुय्यम निवंधक, मुंबई-3

दस्ताचा प्रकार: पॉवर ऑफ अँटर्नी

मुद्रांक शुल्क: (48-ह) (अ) ने (ग) खेरीज@ इतर कोणत्याही प्रकरणात

शिक्का क्रं. 1 03 / 06 / 2023 03 : 33 : 50 PM ची वेळ: (सादरीकरण)

शिक्का कं. 2 03 / 06 / 2023 03 : 34 : 28 PM ची वेळ: (फी)

प्रतिज्ञापत्र

*सदर इस्सदेवण हा नोंदणी कायदा १९०८ अंतर्गत जरकेल्या न कुलिनुसारच नोंदणीस दाखल केहीला आहे. *दस्तातील संपूर्ण मजकूर, निजादक व्यकती, साक्षीदार व सोवत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. " दस्ताची सत्यता, वैघता कायदेशीर बाहीसादी दस्त निष्पादक व कबुलीघारक हे संपूर्णपणे जबाबदार राहतील.

लिहुन वेणहे ::

NT SUB-REGIETA

लिहून घेणारे:

Smaday

द्यत क्रमांक :बबई3 /10792/2023 दस्ताचा प्रकार :-पॉवर ऑफ ॲटर्नी

अन्कः. पक्षकाराचे नाव व पत्ता

> नाव:अजिन श्रीकान आठले पना:प्लॉट नं: सदनिका क्र. सी - 3/005, माळा नं: -, इमारतीचे नाव: नमंदा लोक्याम मी.एच.एस.एल., लोक्याम, ब्लॉक ग: कल्याण (पूर्व), रोड नं: -, महाराष्ट्र, ठाणे. पॅन नंबर:AJDPA8083D

> नाव:संदेश दिलीप मडब पना:प्यांट नं: सद्दिनका क्रू. सी - 1203, माळा नं: -, इमारतीचे जीवन ज्यान एसआरए सी.एच.एस., ब्लॉक नं: भांडुप ए।, रेड नः उक्कर्ष नगर, दी,पी, रोड, वायसीएस स्कूलच्या

का क्र. 503, माळा नं: -, इमारतीचे नाव: ्रेतर्रेष्टे विकिंद्ग <mark>देशांक वं: मनवार</mark> हिल, रोड वं: 29 - सी, डोंगरमी स्वाधरी:-

गुब-सहाराष्ट्र-मुंबई TE TENAWOPS3770P पक्षकाराचा प्रकार पांवर ऑफ़ अटॉर्नी होल्डर वय:-40 स्वाधरी:-

पांवर ऑफ़ अटॉर्नी होल्डर वय:-37 स्वाक्षरी:-

कुलमुखत्यार देणार वय:-38

स्वाक्षरी

छायाचित्र







अंगठ्याचा ठमा







र्सपृष्ट्रीय करत देशार तथाक्रियीत प्रेश्विय ऑफ ॲटर्नी चा दस्त ऐवज करन दिल्याचे कबुल करतात. भ 3 जी बेळ 03 / 06 / 2023 03 : 39 : 33 PM

र्ष्यु इक्ष्में अस् निर्वेदीन करतीने की के र्रम्पनएवज करुन देणा-यानां व्यक्तिशः ओळखनान, व त्यांची ओळख पटविनात

SUBURBAN

पना अधिम क्र. 30. तळ मजला, विल्डिंग नं. 8, द मालाड सी.एच.एस.एल., सराफ मातृ हालच्या समोर, पोद्दार रोड, मालाड पूर्व, मुंबई. पिन कोड:400097

नाव:कृष्णा कारकर वय:27

पना:ऑफिय क. 30, तळ मजला, विल्डिंग नं. 8, द मालाइ सी.एच.एस.एल., सराफ मान हॉलच्या समोर, पोद्दार रोड, मालाड पूर्व, मुंबई. पिन कोइ:400097

छायाचित्र









अंगट्याचा ठमा

प्रमाणित करणेत येते की दस्तामध्ये ि....पाने आहेत पुस्तक क्र.-१, मध्ये बनई-३/..... 🕽 🕽 🥨 🤉 २३

नोंदला.

शिक्का क्र.4 ची वळ:03 / 06 / 2023 03 : 40 : 10 PM

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sr.	Purchaser	Туре	Verification no Various	cence	सह Amount	ाडुस्स At	न निबंधक, पुंबई २ Deface Number	Deface Date
1	ANKIT R SHETH	eChallan	03006172023060201016	MH00300588302324E	500.00	SD	0001604280202324	03/06/2023
2		DHC		0206202312979	300	RF	0206202312979D	03/06/2023
3	ANKIT R SHETH	eChallan		MH003005873202324E	100	RF	0001604280202324	03/06/2023

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

10792 /2023

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आयंकर विभाग

INCOME TAX DEPARTMENT

ANKIT RAJENDRAKUMAR SHETH

RAJENDRAKUMAR OKHALAL SHETH

31/05/1985

Permanent Account Number

AWCPS3770P

भारत सरकार

GOVT. OF INDIA

PROOF OF DOCUMENTS SUBMITTED TO

of Assurance agreement Registration.



queissien.



- भारत सरकार Government of India

अंकित राजेन्द्र शेठ Ankit Rajendra Sheth जन्म तारीख / DOB : 31/05/1985 पुरुष / Male



PROOF OF DOCUMENTS SUBMITTED TO Heristray of Assurance

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9341 3119 9993

आधार - सामान्य माणसाचा अधिकार



भारतीय विशिष्ट जोळख प्राधिकरण Unique Identification Authority of India

पत्ता 503 तरेटी बिव्हिंग,

Address: 503 Tareli Building, 29-सी,डोगगर्गी रोड, एतिजबेत हास्प्रिटस, मतबार हिन, मुंबई, मतबार हिन, महाराष्ट्र, 400006 Walebar Hill, Mumbal, Malebar Hill, Maherashtra, 400008



9341 3119 9993



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आयकर विभाग INCOME TAX DEPARTMENT

भारत सरकार GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड **Permanent Account Number Card** ABDFR2989M

ROYAL MINERVA REALTY LLP

निगमन / गठन की नारीख Date of incorporation / Formation 28/06/2021

EROYAL MINERVA REALTY LLP queisson

Designated Partner requirement Signatory



आयकर विमाग INCOMETAX DEPARTMENT

भारत सरकार GOVT. OF INDIA

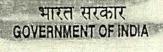
SANDESH DILIP MADAV DILIP ARVIND MADAV 07/04/1986

AOAPM7229M

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Share of the s





संदेश दिलीप मडव Sandesh Dilip Madav

जन्म वर्ष / Year of Birth : 1986

पुरुष / Male



4926 4736 6585

आधार – सामान्य माणसाचा अधिकार



भारतीय विशिष्ट ओळख प्राधिकरण UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पत्ता S/O दिलीप मडव, वाय.सी.एस स्कूल समोर, रु नं-२०,चाळ नं-२,जीवन ज्योत सोसायटी,जंगल मंगल रोड, भांडूप वेस्ट स.ओ, मुंबई, महाराष्ट्र, 400078

Address: S/O Dilip Madav, opp Y.C.S school, R no-20,chawl no-2,jeevan jyot society,jangal mangal road, Bhandup West S.O, Mumbai, Maharashtra, 400078



1947 1800 180 1947

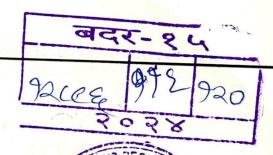


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P.O. Box No. 1947, Bengaluru-560 001





आरत सरकार

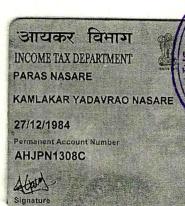
Government of India

जन्म तारीख / DOB : 25/03/1981

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आधार - सामान्य माणसाचा अधिकार

नमिता पारस नसरे Namita Paras Nasare









बदर-920 10

> REGIST E TO SHE In case this card is lost / found tently inform / return to :
> Income last IAN Services this .VIIISI
> Plot No. 3. Sector 11. CBD Belopur,
> New Mumbal - 400 614, 5
> इस सार्थ के स्त्रीन प्राप्ति कुंग्रम स्थित करें/लीटाएं :
> शिक्कर पेंट संघा की है। TIII IRI,
> स्तार तं. 3. तेण्टर क. सीजी जी नेलावा,
> स्वी कुंग्रें क्टर केंद्र.

इस कार्ड के खोने । पाने पर कृपया सुधित करें । लौटाएं : आयर पेत सेवा इकाई, एत एस की एता इयो पंजिल, नेजी स्टर्शिन, प्लॉट में 341, सर्वे में 997/8, में हिंदी काली वी प्रबंगता श्लीक के प्रास, पुणे-411 016.

If this can't is lost toomeone's lost card is found, please inform / return to income Tax PAN Services Unit, NSDL 5th Ilcon, Mantia Sterling, Plot No. 341, Nurvey No. 997/8, Model Colony, Near Deep Bungallow Chowk, Punc. 411 C16.

Tel: 41-20-2721 8080, Fax: 91-20-2721 8081 e-mail: thomfoconsult.co.in



अस्तीय विविष्ट ओळस प्राधिकरण Unique Identification Authority of India

पत्ता W/O: पारस नसरें, 106/7, एमईएस कॉलनी, कलीना सांताकुड़ा पर्व, विद्यानगरी, विद्यानगरी, मुंबई, महाराष्ट्र, 400098

Address: W/O: Paras Nasare, 106/7, MES Colony., Kalina Santacruz East, Vidyanagari, Vidyanagari, Mumbai, Maharashtra, 400098

8089 8281 9901

1947 1800 300 1947

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आरतीय विकिन्द पहचान प्राधिकरण Unique intentification Authority of India

पता: नामिता हिंडे, एम ई एस कॉलोनी 106/7, मिलिटरी कॅप, ओपपोसीट ट्र मठुरवस धु कॉलोनी, कळिना सांताकुड़ा ईस्ट, मुंबई, धु मुंबई, महाराष्ट्र, 400093

Address: C/O, Namita Hinde, M.e.s
Colony 106/7, Military Camp, Opposit To
Mathuradas Colony, Kalina Santacruz
East, Mumbai, Mumbai, Maharashtra,
400005



3047 8463 4186

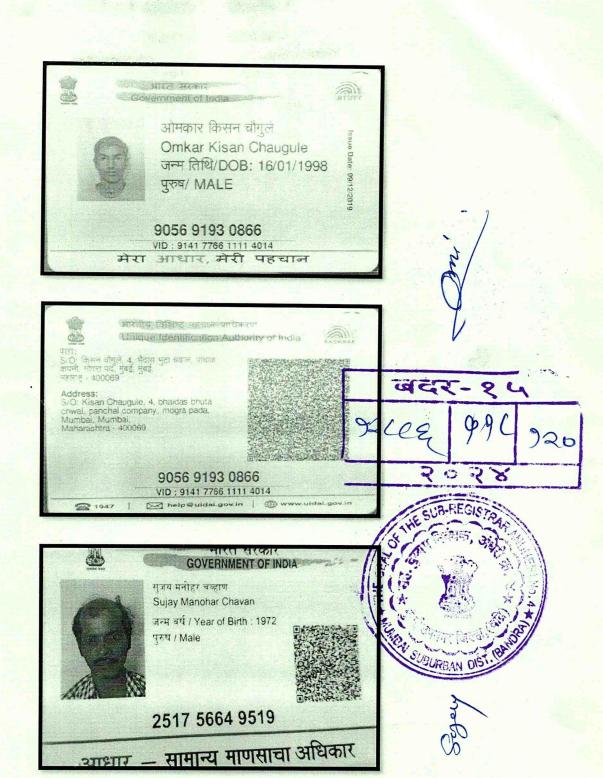
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नोंदविण्याचा क्रमांक / Enrollment No 2017/00055/00448

To, मुजय मनोहर चव्हाण Sujay Manohar Chavan S/O Manohar Dhondu Chavan room no 6 babubhai chawl kasam baug daftary road Malad East S.O Mumbai Maharashtra 400097 9221273167 दस्त गोषवारा भाग-1

वदर15

दस्त क्रमांक: 12896/2024

दस्त क्रमांक: वदर15 /12896/2024

वाजार मुल्य: रु. 1,67,65,959/-

मोबदला: रु. 2,49,80,000/-

भरलेले मुद्रांक शुल्क: रु.14,98,800/-

दु. नि. सह. दु. नि. वदर15 यांचे कार्यालयात

अ. क्रं. 12896 वर दि.19-07-2024

रोजी 3:53 म.नं. वा. हजर केला.

पावती:14164

पावनी दिनांक: 19/07/2024

सादरकरणाराचे नाव: पारस नासरे

नोंदणी फी

₹. 30000.00

दस्त हाताळणी फी

ਙ. 2400.00

पृष्टांची संख्या: 120

दस्त इजर करणान्यां की मही

एकुण: 32400.00

मह.दू.नि.अधरी-4

दस्ताचा प्रकार: करारनामा

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

शिक्का क्रं. 1 19 / 07 / 2024 03 : 53 : 29 PM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 19 / 07 / 2024 03 : 54 : 42 PM ची वेळ: (फी)

प्रतिज्ञापत्र

 सदर दस्तावेज हा नोंदणी १९०८ अंतर्गत असलेट्या तरतुदीनुसारच नोंदणीस दाखल कलेला आहे. इ. इम्हातील वपूर्ण पडाकूर, निवादक ब्यक्ती, साक्षीदार व स्रोकत जोडलेल्या कामदाक्रीचे पुल्यता तपासली आहे. दस्ताची सत्यता, कैवता कायदेशार बादीसाठी दस्त निव्यादक व कबुलीधारक है संपूर्वको जकावदार राहतील.

लिनुन देणारे :

लिहुन घेणारे :

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वदर15

दस्त क्रमांक:12896/2024

19/07/2024 3 56:41 PM

दस्त क्रमांक :वदर15/12896/2024 दस्ताचा प्रकार:-करारनामा

अन् क्र. पक्षकाराचे नाव व पत्ता

- नाव:मेसर्स रॉयल मिनर्वा रिअलटी एलएलपी चे भागीदार अंकित शेठ तर्फे मुखत्यार संदेश मडव पत्ता:प्लॉट नं: सदनिका क्र. 720,बी विंग, माळा नं: -, इमारतीचे नाव: प्लाझा पंचशील, ब्लॉक नं: -, रोड नं: 55 , ह्यूजेस रोड, महाराष्ट्र, मुंबई. पॅन नंबर:ABDFR2989M
- 2 नाव:पारस नासरे पत्ता:प्लॉट नं: सदनिका क्र. 2209, माळा नं: 22 वा मजला, इमारतीचे नाव: जे पी गार्डन सिटी, अट्रिया 3ए, ब्लॉक नं: मीरा रोड स्वाक्षरी:-(पूर्व), रोड नं: काश्मीरा , महाराष्ट्र, ठाणे. पॅन नंबर:AHJPN1308C

नाव:नमिता नासरे पत्ता:प्लॉट नं: सदनिका क्र. 2209, माळा नं: 22 वा मजला, इमारतीचे नाव: जे पी गार्डन सिटी, अट्रिया 3ए, ब्लॉक नं: मीरा रोड स्वाक्षरी:-(पूर्व), रोड नं: काश्मीरा, महाराष्ट्र, ठाणे. पॅन नंबर:ABVPH9077N

पक्षकाराचा प्रकार लिहून देणार वय :-38

स्वाक्षरी:-

लिहून घेणार वय:-39

लिहून घेणार वय:-43

छायाचित्र







ठसा प्रमाणित







वरील दस्तऐवज करुन देणार तथाकथीत करारनामा चा दस्त ऐवज करुन दिल्याचे कबुल करतात. शिक्का क्र.3 ची वेळ:19 / 07 / 2024 03 : 56 : 12 PM

ओळख:-

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

अनु क्र. पक्षकाराचे नाव व पत्ता

नाव:सुजय चव्हाण

पत्ता:ऑफिस क्र . 30, तळ मजला ,बिल्डिंग नं. 8, द मालाड सी.एच.एस.एल., सराफ मातृ हॉलच्या समोर, पोद्दार रोड, मालाड पूर्व, मुंबई

पिन कोड:400097

नाव:ओमकार चौगुले

पत्ता:ऑफिस क्र. 30, तळ मजला, बिल्डिंग नं. 8, द मालाड सी.एच.एस.एल., सराफ मातृ हॉलच्या समोर, पोद्दार रोड, मालाड पूर्व, मुंबई.

पिन कोड:400097

शिक्का क्र.4 ची वेळ:19 / 07 / 2024 03:56:43 PM

छायाचित्र







ठसा प्रमाणित



प्रमाणित करणेत येते की, या दस्तामध्ये एकूण....े २०....पाने आहेत. बदर-१41 92Cle

पुस्तक क्र. १, क्रमांक. 92 202...वर

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sr.	Purchaser	Туре	Verific	ation no	1	7	CRN/Lice	ce	Amount	Used	Deface Number	Deface Date
1	PARAS NASARE AND OTHER	eChallan	02901	1792024	071	683943	REGISTO MH005290	445202425E	मुंबई उपन 1498800.00	ार जिल SD	אי, טוקון איז טן	19/07/2024
2		DHC			SEA	(his	072419460	1985 2	400	RF	0724194601985D	19/07/2024
3		DHC			THE	(#)	72419780	1951	2000	RF	0724197801951D	19/07/2024
4	PARAS NASARE AND OTHER	eChallan				CHICAL ST	1	202425E	30000	RF	0002954963202425	19/07/2024

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



22/07/2024

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. अंधेरी 4

दस्त क्रमांक : 12896/2024

नोदंणी : Regn:63m

गावाचे नाव: कोलेकल्याण

(1)विलेखाचा प्रकार

करारनामा

(2)मोबदला

24980000

(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार 16765959.05

बाबाततपटटाक ते नमुद करावे)

(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)

1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :सदिनका नं: 1201, माळा नं: 12 वा मजला,पाइन विंग, इमारतीचे नाव: कोर्टयार्ड बिल्डिंग, ब्लॉक नं: सांताक्रूझ पूर्व,मुंबई - 400098, रोड : विद्या नगरी मार्ग,ऑफ सीएसटी रोड,मणीपाडा,कलीना, इतर माहिती: एकूण क्षेत्रफळ 81.00 चौ.मी. रेरा कारपेट(77.89 चौ.मी. रेरा कारपेट + 3.11 चौ.मी. बाल्कनी कारपेट),सोबत एक कार पार्किंग स्पेस.((C.T.S. Number: 4966 B;))

(5) क्षेत्रफळ

1) 89.1 चौ.मीटर

(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.

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

1): नाव:-मेसर्स रॉयल मिनर्वा रिअलटी एलएलपी चे भागीदार अंकित शेठ तर्फे मुखत्यार संदेश मडव वय:-38; पत्ता:-प्लॉट नं: सदिनका क्र. 720,बी विंग, माळा नं: -, इमारतीचे नाव: प्लाझा पंचशील, ब्लॉक नं: -, रोड नं: 55, ह्यूजेस रोड, महाराष्ट्र, मुंबई. पिन कोड:-400007 पॅन नं:-ABDFR2989M

(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व र्किवा दिवाणी न्यायालयाचा हुकुमनामा र्किवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता 1): नाव:-पारस नासरे वय:-39; पत्ता:-प्लॉट नं: सदिनका क्र. 2209, माळा नं: 22 वा मजला, इमारतीचे नाव: जे पी गार्डन सिटी, अट्रिया 3ए, ब्लॉक नं: मीरा रोड (पूर्व), रोड नं: काश्मीरा , महाराष्ट्र, ठाणे. पिन कोड:-401107 पॅन नं:-AHJPN1308C

2): नाव:-निमता नासरे वय:-43; पत्ता:-प्लॉट नं: सदिनका क्र. 2209, माळा नं: 22 वा मजला, इमारतीचे नाव: जे पी गार्डन सिटी, अट्रिया 3ए, ब्लॉक नं: मीरा रोड (पूर्व), रोड नं: काश्मीरा, महाराष्ट्र, ठाणे. पिन कोड:-401107 पॅन नं:-ABVPH9077N

(9) दस्तऐवज करुन दिल्याचा दिनांक

19/07/2024

(10)दस्त नोंदणी केल्याचा दिनांक

19/07/2024

(11)अनुक्रमांक,खंड व पृष्ठ

12896/2024

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

1498800

(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 Californient area annexed to it.

सुलभ व्यवहारासाठी नागरिकांचे सक्षमीकरण दस्तऐवज नोंदणीनंतर मिळकत पत्रिका/ कर नोंदवही अद्ययावत करणे गरजेचे आहे. या व्यवहाराचे विवरण पत्र ई-मेल द्वारे बृहन्मुंबई महानगरपालिकेस पाठविणेत आलेला आहे. आता हे दस्तऐवज दाखल करण्यासाठी कार्यालयात स्वतः जाणेची आवश्यकता नाही.

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

Details of this transaction have been forwarded by Email (dated 19/07/2024) toMunicipal Corporation of Greater Mumbai.

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

सह दुव्यम निबंधक अधेरी-४ भू मुंबई उपनगर जिल्हा

Rs.20