353/4013 Thursday, March 19, 2020 4:24 PM

पावती

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

पावती क्रं: ४६९१

दिनांक: 19/03/2020

गावाचे नाव: उलवे

दस्तऐवजाचा अनुक्रमांक: पवल2-4013-2020

दस्तऐवजाचा प्रकार: करारनामा

सादर करणा-याचे नाव. मंजुश्री संदिप कोतकर डॉटर ऑफ संभाजीराव गोविंदराव वळसे - -

नोंदणी फी दस्त हाताळणी फी पृष्ठांची संख्या: 72

₹. 30000.00

₹. 1440.00

एकूण:

₹. 31440.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 4:44 PM ह्या वेळेस मिळेल.

Joint & Panvel 2

बाजार मुल्य: रु.5370647 /-मोबदला रु.5400000/-भरलेले मुद्रांक शुल्क : रु. 324000/-

।) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-डी.डी./धनादेश/पे ऑर्डर क्रमांक: MH013633796201920E दिनांक: 19/03/2020

बँकेचे नाव व पत्ताः

2) देयकाचा प्रकार: DHC रक्कम: रु.1440/-डीडी/धनादेश/पे ऑर्डर क्रमांक: 1903202009568 दिनांक: 19/03/2020

बॅकेचे नाव व पत्ता:

पेसेकारंची राही



सूची क्र.2

दुय्यम निबंधक : सह दु.नि.पनवेल 2

दस्त क्रमांक : 4013/2020

नोदंणी: Regn 63m

गावाचे नाव: उलवे

(1)विलेखाचा प्रकार

करारनामा

(2)भोबदला

5400000

(3) वाजारमाव(माडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते 5370647

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

1) पालिकेचे नाव रायगढ इतर वर्णन :, इतर माहिती: विभाग कमांक 27.1 दर 62900/- प्रति चौ. मी. सदनिका नं 1005,दहावा मजला,सी स्टार,प्लॉट नं- 77,सेक्टर नं- 5,उलवे,नवी मुंबई,तालुका-पनवेल,जिल्हा-रायगढ.(क्षेत्रफळ-31.255 भी. मी. कारपेट एरिया + 22.214 ची. मी.एफ बी. एरिया + 61.814 ची. मी. टेरेस एरिया)( ( Plot Number: 77; SECTOR NUMBER: 5;))

(5) क्षेत्रफळ

नाव व पत्ता.

1) 31.255 चौ.मीटर

(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा. (7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या

पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे 1): नाव:-मे. राजेश लाणि डीसोझा लसोसिएट्स तर्फे भागीदार चंदर एन. लखानी सफें कु. मु. म्हणून राजेश लखानी - वय:-38; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 1 सी स्टार, सेक्टर नं- 5, प्लॉट नं- 77, उलवे, नवी मुंबई., ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, रायघर(एमएच). पिन कोड:-410206 पॅन नं:-AAPFR0697D

(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश मल्याम,प्रतिवादिचे नाव व पत्ता

1): नाव:-मंजुत्री संदिप कोतकर डॉटर ऑफ संमाजीराव गोविंदराव वळसे - - वय:-34; पत्ता:--, -, कोतकर मळा, केडगाव, नगर पुणे रोड, अहमदनगर, नगर, महाराष्ट्र, -, -, आक.डेपो, MAHARASHTRA, AHMEDNAGAR, Non-Government. पिन कोड:-414001 पॅन नं:-BELPK2995A

(9) दस्तऐवज करुन दिल्याचा दिनांक

19/03/2020

(10)दस्त नोंदणी केल्याचा दिनांक

19/03/2020

(11)अनुक्रमांक,खंड व पृष्ठ

4013/2020

(12)बाजारभावाप्रमाणे मुदांक शुल्क

324000

(13)वाजारमावाप्रमाणे नोंदणी शुल्क

30000

(14)शेरा

य्यम निबंधक वरी (पनवल-

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

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

### Payment Details

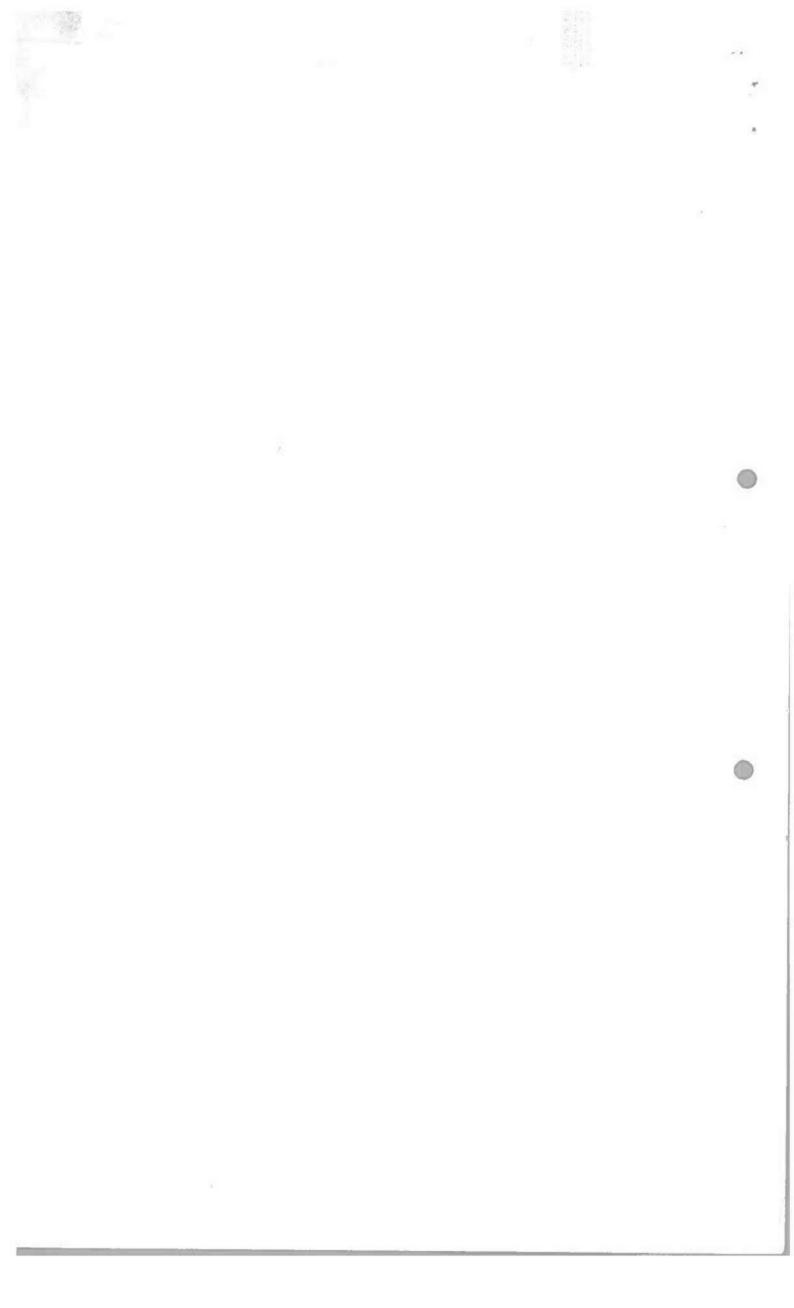
sr.	Purchaser	Туре	Verification no/Vendor	GRN/Licence	Amount	Used At		Da Dai
1	MANJUSHREE SANDIP KOTKAR	eChallan	69103332020031910947	MH013633796201920E	324000.00	SD	0006980844201920	19/01
2	MANJUSHREE SANDIP KOTKAR	eChallan		MH013633796201920E	30000	RF	0006980844201920	
7	KOTTON	DHC		1903202009568	1440	RF	1903202009568D	19/03/20

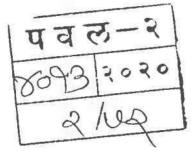
[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

		मुल्यांकन पत्रक ( प्रभाव क्षेत्र - साधीव ) (9 March 2020,05 37 58 PM
Valuation II)	202003194518	पवल2
मूल्याकनाचे वर्ष जिल्हा तातुक्याचे नांव गावाचे नांव पमुख मूल्य विभाग उप मूल्य विभाग क्षेत्राचे नांत	2019 रायगड पनवेल उलवे,गटहाण,खारकोपर 27 27 I Influence Area	सर्व्ह संबर्ग्स भू क्रमांक
वार्षिक मूल्य दर तक्त मूल्यदर 62900	चानुसार मूल्यदर ह.	मोजमापनाचे एकक चौ मीटर
बांधीव क्षेत्राची माहिती मिळकतीचे क्षेत्र - बाधकामाचे वर्गीकरण उद्ववाहन सुविधा -	56 194ची मीटर मिळकर 1-आर मी सी मिळकर काहे मजला	ाचा वापर - निवासी सदनिका मिळकतीचा प्रकार वाधिव विवय 0 TO 2वर्ष मूल्यदराखाधकामाता तर १८.६२७॥৮ 5th to 10th Floor
	ap Property constructed after circul	ा र्वा 02/01/2018 =(वार्षिक मृत्यदर * घसा-यानुसार टक्केवारी )
चसा-यानुसार मिळव	तीया प्रति चौ मीटर मूल्यदर	=(62900 * (100 / 100 ·))
		= Rs.62900/-
	मजता निहाय घट/वाढ	= Rs.62900/- = 1.05 of 62900 - Rs.66045/-
lufes Applicable	मजला निहाय घट/बाढ ३	= 1 05 of 62900 - Rs 66045/-
Rules Applicable	मजता निहाय घट/बाढ } मृष्डय मिळकतीचे मूल्य	
100.	3-2	= 1 05 of 62900 = Rs 66045/- = वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र = 66045 * 56 594 = Rs 3737750 73/- 61 81 चौ मीटर   Rule 14
<b>(1)</b>	मुख्य मिळकतीचे मूल्य लगनची गच्ची/खुली बाल्कमीचे क्षेत्र लगतची गच्ची/खुली बाल्कमीचे क्षेत्र लगतची गच्ची/खुली बाल्कमीचे मूल्य मुख्य मिळकतीचे मूल्य नेता गच्चीत गच्चीचे मूल्य + इत	= 1 05 of 62900 = Rs 66045/-  = वरील प्रमाणे मृत्य दर * मिळफतीचे क्षेत्र = 66045 * 56 594 = Rs 3737750 73-  61 81 पी मीटर   Kulc 14 = 61 81 * ( 66045 * 40/100 ) = Rs 1632896 58-  खुल्या जमिनीवरील बाहुन तळाचे मृत्य + बरिलह बाहुन तळाचे मृत्य + लगतच्या ग्रह्मीचे मृत्यक्ष्मि बर्जनाची वर्ती भोवतीच्या खुल्या जमेचे मृत्य + बिलह बाहुन तळाचे मृत्य + लगतच्या ग्रह्मीचे मृत्यक्ष्मि बर्जनाची

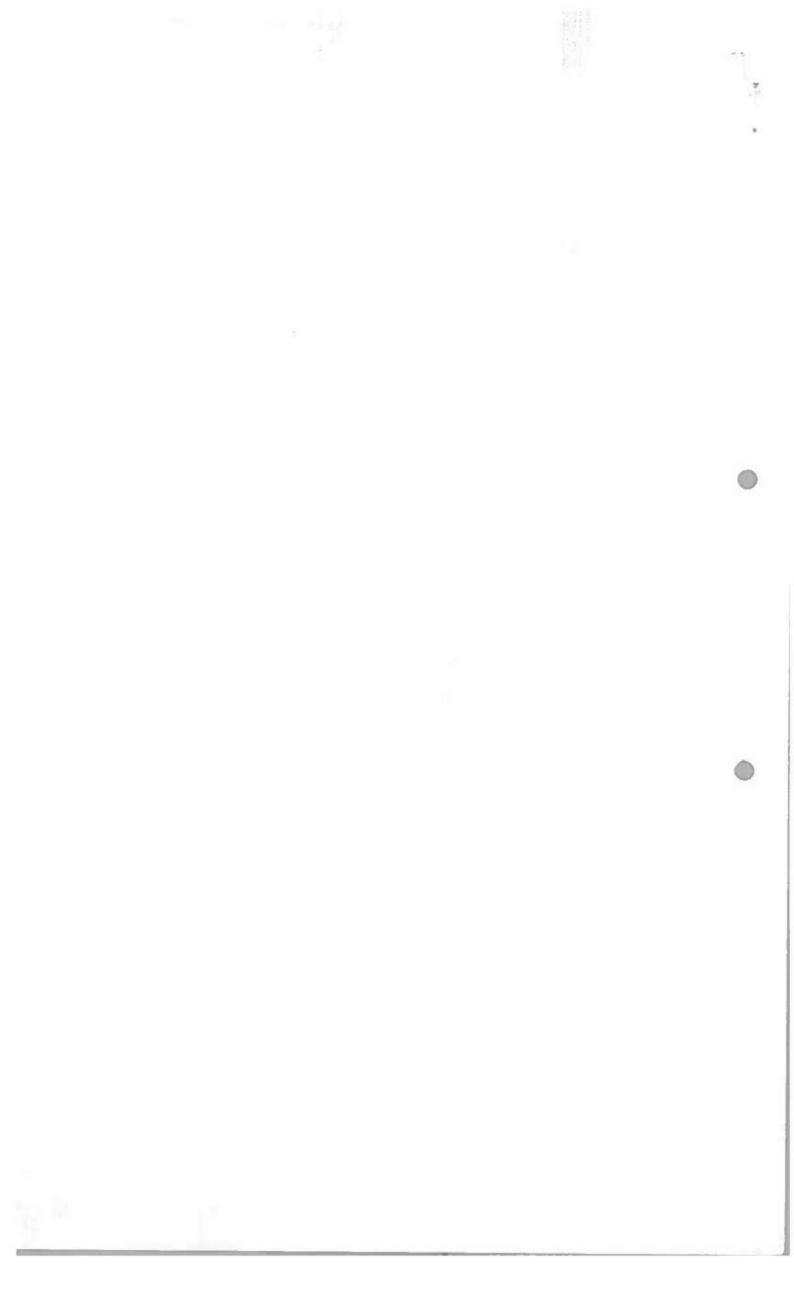
सह द्वायम निबंधक वर्ग-२ (पनवेल-२)



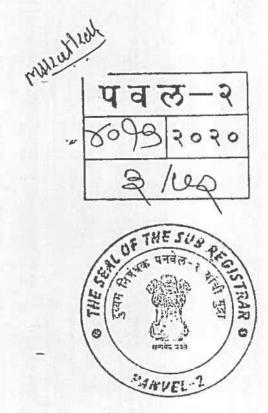








## Department of Stamp & Registration, Maharashtra Receipt of Document Handling Charges PRN 1903202009568 Date 19/03/2020 Received from MANJUSHREE SANDIP KOTKAR, Mobile number 9820845165, an amount of Rs.1440/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Panvel 5 of the District Raigarh. **Payment Details** Bank Name Date 19/03/2020 Bank CIN 10004152020031908136 REF No. 2602840874 This is computer generated receipt, hence no signature is required.



### CHALLAN MTR Form Number-6

GRN MH013633796201920E	BARCODE IIII	A IN LEAD OF THE UNITED BY A	HERRITA REPUBLICA		2) 10 10 10 10 10 10 10 10 10 10 10 10 10	10	
Department Inspector General Of	The state of the s		maneria erarieri	mint in Da	te 19/03/2020-11:38:57	Form ID	
Stamp Duty Type of Payment Registration Fee				Payer Details			
				TAX ID / TAN (If Any)			
Office No.	PAN No.(If Applicable)		BELPK2995A				
Office Name PNL5_PANVEL NO 5 SUB REGISTRAR				пе	MANJUSHREE SANDIP KOTKAR		
Location RAIGAD			7				
Year 2019-2020 One Time		Flat/Blo	ck No.	FLAT NO- 1005, 10TH FLOOR, SEA STA			
Account Head Qetal	Amount In Rs	-	s/Building				
0030046401 Stamp Duty		Road/Street		PLOT NO- 77, SECTOR NO- 5, ULW			
0030063301 Registration Fee				MUMBAI			
		+	y/District	TAL-PANVEL, DIST-RAIGAD			
		PIN	youstrict	8 1			
		-		4	1 0 2		
		1	Remarks (If Any)  PAN2=AAPFR0697D-SecondPartyName=MS RAJESH AN  ASSOCIATES-CA=5400000				
		A Company of the Comp					
पव		ASSOCIA:					
- 200							
8673	२०२०						
- V	1000		Amount In	Three Lek	h Fifty Four Thousand Ru	pees Only	
ital	707	3,54,000.00	Words			TO COCK STATE OF THE STATE OF T	
yment Details IDBI BAN				FOR	R USE IN RECEIVING BA	NK	
cheque no	HUM / C - 1		Bank CIN	Ref. No.	69103332020031910947	682835527	
eque/DD No.	Ele (2)(2)	\	Bank Date	RBI Date	19/03/2020-11:40:54	100000000000000000000000000000000000000	
me of Bank	AR WIR	1				Not Verified with	
200 1 12 1	DK 12 20		Bank-Branc	n	IDBI BANK		

Department ID : NOTE:-This challan is valle for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवळ दुव्यम निवास कम्मिन्सात बीम्ली करावयाच्या दस्तासाठी लागु आहे . नोदणी न करावयाच्या दस्तांसाठी सदर चलन लागु

Mysolkol



### Receipt of Document Handling Charges

PRN

1903202009568

Receipt Date

19/03/2020

Received from MANJUSHREE SANDIP KOTKAR, Mobile number 9820845165, an amount of Rs.1440/-, towards Document Handling Charges for the Document to be registered on Document No. 4013 dated 19/03/2020 at the Sub Registrar office Joint S R. Panvel 2 of the District Raigarh.

**Payment Details** 

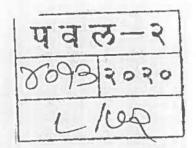
₹ 1440 DEFACED

DEFACED

Bank Name	IBKL	Payment Date	19/03/2020		
		1/2 (63.5	117 27 27 2		
Bank CIN	10004152020031908136	REF No.	2602840874		
Deface No	1903202009568D	Deface Date	19/93/2020 7070		

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







### AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made and entered into at Navi Mumbai on this 19<sup>th</sup> day of March 2020 BETWEEN M/s. RAJESH & D'SOUZA ASSOCIATES, a partnership firm, duly registered under the provisions of the Indian Partnership Act, 1932, having its office at 1, SEA STAR, Sector no. 5, Plot No. 77, Ulwe, Navi Mumbai-410206 (PAN AAPFR0697D) hereinafter referred to as "THE PROMOTER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its present & future Partner their heirs, executors, administrators and assigns) of the ONE PART.

AND

(1)Mrs. MANJUSHREE SANDIP KOTKAR (D/O Sambhajirao Govindrao Valse) (PAN No. BELPK2995A)

having Present address at Kotkar Mala, Kedgaon, Nagar Pune Road, Ahmednagar, Nagar, Maharashtra

having it's e-mail address as: sandipkotkar30@gmail.com

the context or meaning thereof shall deem to mean and include his/her/their respective legal neirs executors, successors, administrators and permitted assigns) of the OTHER PART.

WHEREAS the City and Industrial Development Corporation of Maharashtra Ltd. Thereinafted called as "the Lessor") is the New Town Development Authority declared for the areas designed as a site to the new towns of New Bombay by the Government of Maharashtra in exercise of its powers under site Section (i) and (3-a) of Section 113 of the Maharashtra Regional Town Ranking Act of 1966 (Maharashtra Regional Town Ranking Act of 1966) hereinafter referred to as the said act.

AND WHEREAS, the State Government in pursuance of Section 113(1) of the said Act acquired the land described therein and vested such lands in the said corporation for Development and disposal.

AND WHEREAS, by virtue of being the Development Authority the Corporation has been empowered under Section 118 of the said Act to dispose off any land acquired by it or vested into it in accordance with the proposal approved by the State Government under the said Act.

For RAJESH & D'SOUZA ASSOCIATES

Pariner

Malkey

AND WHEREAS, by an Agreement to Lease, dated. 13-06-2008 made and entered into between the City & Industrial Development Corporation of Maharashtra Limited, therein called and referred to as the Corporation, of the One Part, (hereinafter referred to as "the Lessor") and 1. Shri. Pundalik S. Patil, 2. Amrut S. Patil, 3. Bhagwan S. Patil, 4. Rukmabai J. Thokal, 5. Bharti B. Mhatre, 6. Tushar N. Patil, 7. Shivdas S. Patil & 8. Arun S. Patil residing at Village - Ulwe, Taluka - Panvel, District- Raigad, therein & herein called and referred to as "the Original Licensee" of the Other Part, the said Corporation agreed, to grant a lease of all that piece or parcel of Plot of land bearing Plot No.77, area admeasuring 1798.34 Sq. Mtrs., situate, lying & being at Sector-5, Node-Ulwe, Tal-Panvel, District- 'Raigad, under 12.5% Scheme, vide File No.841, hereinafter referred to as "the Project Land", for consideration of lease premium of Rs. 22500/- and upon the terms and conditions contained in the said Agreement to Lease for the period of 60 years. The said Agreement to Lease is duly stamped & lodged for registration in the office of Sub Registrar of Assurances at Panvel; vide its Registration Receipt No. 4923 and Document Serial No. PANVEL-2-4654-2008 dated 13.06.2008 and the Corporation delivered the possession of the said plot to the Original Licensee in pursuance of the Said "Agreement To Lease".

AND WHEREAS, the Original Licensee's, by their application requested to the Corporation to grant them the permission to transfer & assign his lease hold right, interest in or benefits in respect of said Plot of land in favour of said M/S. RAJESH & D'SOUZA ASSOCIATES a Partnership Firm Through its Partners 1) Mr. Chander N. Lakhani 2) Mr. Gilbert S. D'souza 3) Mr. Arun S. Patil and 4) Mr. Pundik S. Patil & accordingly on payment of transfer charges the said Corporation granted its permission to Fansfor said Plot of land in favour of M/S. RAJESH & D'SOUZA ASSOCIATES a Partnership Firm

AND WHEREAS, by and under the Tripartite Agreement, dated 29-06-2011 executed by and between City & Industrial Development Corporation of Maharashtra Limited, therein called and referred to as the Corporation, of the Birst Part, and 1. Shri. Pundalik S. Patil, 2. Amrut S. Patil, 3. Bhagwan S Patil, 4. Rukmabai J. Thokat, 5. Bharti B. Mhatre, 6. Tushar N. Patil, 7. Shivdas S. Patil & 8. Arun S. Patil residing at Village | Ulwe, Taluka - Panvel, District- Raigad, being the "Original Licensee of the Second Part and M/S. RAJESH & D'SOUZA ASSOCIATES a Partnership Firm Through its Partners 1) Mr. Chander N. Lakhani 2) Mr. Gilbert S. D'souza 3) Mr. Arun S. Patil and 4) Mr. Pundlik S. Patri therein called & referred to as the "New Licensee" of the Third Part, the Original Licensee declared and confirmed having relinquished and released his rights, title, benefits, interests, claims or demands whatsoever in respect of all that piece or parcel of Plot of land as Plot No.77, area admeasuring 1798.34 Sq. Mtrs., situate, lying & being at Sector - 5, Node - Ulwe, Tal -Panvel, District - Raigad, under the said Agreement to Lease. The said Tripartite Agreement is duly stamped & the same was lodge for registration in the office of Sub Registrar of Assurances at Panvel vide its Registration Receipt No. 6096 Document Serial No. Panvel-2-6002-2011 dated 29.06.2011.

Medical

AND WHEREAS, In pursuance whereof, the CIDCO Ltd., agreed to substitute the Original Licensee and grant lease to the New Licensee and also confirmed the execution of the Tripartite Agreement in favour of M/S. RAJESH & D'SOUZA ASSOCIATES a Partnership Firm, & eventually transferred the rights of the Original Licensee in respect of the said Plot of land, in his favour by issuing a letter (Final Order) under its REF. NO. CIDCO/EMS/ 12.5%SCHEME/ ULWE/ 841/2011 dated 7.07.2011.

AND WHEREAS, Adv Pratibha M. Jadhav-Pawar, Advocate, High Court, Mumbai having its address at A-202, Shree Nand Dham, Plot 59, Sector 11, CBD Belapur, Navi Mumbai -400614, have issued the Title Certificate to The Promoter. The Allottees have become fully satisfied about the title of The Promoter to the said property and the Allottees shall not be entitled to the further investigation of the title of The Promoter or to raise any requisition or to raise any objection with regards to any other matter relating thereto., (copy enclosed as Annexure - 2-I).

AND WHEREAS, in the premise and by virtue of the said Tripartite Agreement dated 29-06-2011, M/S. RAJESH & D'SOUZA ASSOCIATES, the New Licensee therein and The Promoter herein are seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of the said property referred to as "the Project Land" as per the Layout in on lease basis for the period of 60 years, more particularly described in the first schedule hereunder written.

AND WHEREAS The Promoter have approached Architect SATISH V. AHUJA & Associates Architects, registered with the Council of Architects having its address Ashiana, S-wing, 1st Floor, Sector No.17. Vashi, Navi Mumbai 400703 and submitted the building plans through him to The Associate Planner (BP) Navi Mumbai & Khopta. The Town Planning Dept. of CIDCO of Maharashtra Ltd..

AND WHEREAS The Promoter have appointed a Structural Engineer ME CSE Consultants for the preparation of the structural design and drawing of the buildings and The Promoter accepts the professional supervisions of the Architect and the Structural Engineer till the completion of the building/buildings.

AND WHEREAS the Promoter shall develop the said Property according to the plans and specifications as laid down by the said Architect and the said Structural Engineer.

AND WHEREAS the Corporation, by its letter under CIDCO/BP-8878/ATPO/(NM&K)/2012/088 dated 17.01.2013 has granted its permission for development & approved Plans in respect of said Plot of land & also issued Commencement Certificate under the said letter, as required under Section 45 of the Maharashtra Regional & Town Planning Act, 1966, in the name of M/S. RAJESH & D'SOUZA ASSOCIATES to construct building thereon for residential purpose as per the terms & conditions of the said Commencement Certificate and thereby approved and sanctioned the Plans in respect of the

Page 3 of 27

proposed building having (Stilt + 10 Upper Floor), consisting of 58 Residential Units & 8 Commercial in Residential Cum Commercial building as per the terms and conditions & stipulations which are to be observed and performed by the Promoter-Builders and upon the observance and performance whereof the completion and / or Occupancy Certificate will be granted by the CIDCO.

AND WHEREAS the Builders and Developers with the intent to develop the said property by constructing building/s thereto have got the plans sanctioned from CIDCO Ltd. and the Development Permission and Commencement Certificate vide letter No. CIDCO/BP-8878/ATPO/(NM&K)/2012/088 dated 17.01.2013 in respect of the said property have been issued by CIDCO Ltd., (copy enclosed as Annexure – 3-B-II).

AND WHEREAS the Corporation / CIDCO, by its letter under BP-8878/2099 dated 29.11.2017 has granted Occupancy Completion Certificate in the name of M/S. RAJESH & D'SOUZA ASSOCIATES ('SEA STAR') (copy enclosed as Annexure – 3-B-I)

AND WHEREAS The Promoter herein have as per their mutual understanding decided to share the units/flats/shops of building in the agreed sharing units, more particularly as per list of sharing of units/flats/shops enclosed herewith and accordingly sale consideration will be accepted in their individual account and for the same other Co-Licensee/Promoters shall have free consent further Promoters herein will not have any objection, shall have free consent to Financial Institution for the whose shares the units/flats/shops agreed to be purchasers in favour of concerned Promoters of whose shares the units/flats/shops agreed to be purchased alone have the sole and exclusive right to sell the Flats in the said quilding/s as per the Floor Plan to be constructed by The Builders and Developers on the said property and to enter into Agreement/s with the Allottee/s and to receive the sale price in respectitle for the property enclosed as Annexure – 3-C).

AND WHEREAS The Building is being constructed with Society office, Gym/Indoor Games on 1st floor, Units/, Shops/ flats on the Stilt +10 upper floors of the Plot shall be known as "SEA STAR".,

The developers shall hand over the gym and society office free of cost to the Society. This area shall not at any point of time be encroached upon by the society, failing which CIDCO is liable to take action against the society. The clause shall be binding on the entire society and its members.

AND WHEREAS, along with the approval of the Building and floor plans, the nature and quality of the construction and fittings, fixtures, features and amenities to be provided in the flat/shop as per the general specifications are being stated and has been agreed to provide the amenities to the Allottee., as set out in the Second Schedule appearing hereinafter.

Willie Head

1/1

AND WHEREAS the Promoter has applied for Registration of the Project, under the provisions of the Real Estate (Regulations and Redevelopment) Act, 2016 herein after referred to as "the said RERA Act" at Mumbai under no. <u>P52000011974</u>.(copy enclosed as Annexure - 4).

AND WHEREAS the allottee demanded from The Promoter and the Promoter has given inspection to the allottee of all the documents of title relating to the Project Land AND the Plans, Designs and Specifications prepared by the Developer's Architect and the Structural Engineer and of such other documents as are specified under the RERA Act and the rules and regulations made there under.

AND WHEREAS while sanctioning the said plan, concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by The Promoter while developing the said property and the said building/s and upon the due observation and performance of which only the completion and occupation certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Allottee has also taken inspection of all the documents, plans designs and specifications sanctioned by the Competent Authority and other Authorities and the continuous the plans and specifications of the premises agreed to be purchased by the Allottee as approved by the concerned local authority have been inspected by the Allottee as regards to its shape size and location.

AND WHEREAS, the Allottee, after verification as aforesaid, has approached the Fromder allotment of the premises called Flat no. 1005 on 10th floor in the SEA STAR Building being constructed on the said Project Land.

AND WHEREAS, the carpet area of the said premises is 31.255 square meters, the "carpet area" means the net usable floor area of the premises which is including the area covered by the internal partition walls of the Unit but which is excluding the area covered by the external walls, area under service shafts, cup boards, enclosed/ projected balcony, flower bed, verandah area appurtenant to the said premises for exclusive use of the Allottee (hereinafter known as "the other area") and exclusive open terrace area appurtenant to the said premises for exclusive use of the Allottee (hereinafter known as "the terrace area"), , hereinafter known as "the area defined as per RERA".

AND WHEREAS, under section 13 of the said RERA Act the Promoter is required to execute a written Agreement for sale of said Premises with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter has agreed to sell to the Allottee and the Allottee has agreed to purchase from The Promoter, a residential flat bearing No. 1005 on the 10th floor, of an area admeasuring 31.255 square meters

RERA defined carpet, 22.214 square meters of other area & 61.814 of Terrace area, in the building known as "SEA STAR" on the said property hereinafter referred to as "the said premises" at the price and upon the terms and conditions hereinafter contained.

AND WHEREAS, prior to the execution of these presents, the Allottee has paid to the Promoter a sum of Rs.30,00,000/- (Rupees Thirty Lakhs only), being part payment of the sale consideration of the Said Premises agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, 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.

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

The Promotes shall construct the said SEA STAR building consisting of 0 (Zero) basement, I (One) ground/stilt, 0 (Zero) podiums, and 10 (Ten) upper floors (including 0 podium) on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time which have been seen and approved by the Allottee. The Promoter may in their absolute disciplion from time to time make variations, amend and/or alter the plans, designs, and specifications in respect of the said building provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Unit of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

2. 2. (i)(a) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Flat no. 1005 of on the 10<sup>th</sup> floor in the building known as "SEA STAR" (hereinafter referred to as the said premises) of floor carpet area admeasuring 31.255 sq. meters "the area defined as per RERA", as shown in the Floor plan thereof hereto annexed and marked Annexure – 3-D hatched in Blue for the composite lumpsum consideration of Rs.54,00,000/- (Rupees Fifty Four Lakhs Only) along with stamp duty and registration charges inclusive being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities.

VIII

PARVEL

Michael

2. (i)(b) Allottee/Purchasers has requested for reservation of one car parking (the "car parking") to be used to park its motor vehicle. Accordingly, Promoter hereby reserves one car parking for exclusive use of Allottee. The car parking is subject to final building plan approved by the corporation at the time of grant of occupancy certificate and exact parking shall be allotted at the time of possession on the basis of final plan.

Parking spaces bearing no. 1005 situated on Ground floor.

2. (ii) In addition to what is stated in 2(i), without any further consideration, affected is entitled to the ancillary areas under service shafts, cup boards appurtenant to the said premises for exclusive use of the Allottee, an aggregate 22.214 square meters of other area and enclosed projected balcony, flower bed, verandah area, & 61.814 open terrace area appurtenant to the said premises for exclusive use of the Allottee, of the premises hereto annexed and marked Annexure 2. Denatched in yellow as other area and red as terrace area.

2. (iii) The aggregate of carpet area of the said premises along with other area and terrace area which is "gross usable area" is totaling to 115.283 Square meters. The total aggregate consideration of the said Premises is Rs.54,00,000/-

2. (iv) The Allottee has paid on or before execution of this agreement a sum of Rs.30,00,000/- (Rupees Thirty Lakhs only) (exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs 24,00,000/- (Rupees Twenty Four Lakhs Only) within 10 days from the date of agreement.

The Allottees shall pay the amounts as aforesaid on the due date without fail and without any delay or default or demur as time in respect of the said payments is the essence of the Agreement. Allottee shall deduct tax at source on the payment made at the prevalent rate, if applicable and furnish a TDS certificate to Promoter within seven (07) days of such deduction is made. Provided that the receipt for the payment made shall be issued by Promoter only after the bank instrument is cleared and the funds mentioned therein reaches the stated bank account of the Promoter or in the account as Promoter subsequently intimated to the Allottee and the TDS certificate is received by Promoter from Allottee.

2. (v) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, Property Tax, Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter up to the date of handing over the possession of the said Premises.

- 2. (vi) Allottee hereby agrees to pay the escalation on said consideration on following grounds:
  - (a) Any increase on account of development charges payable to the competent authority.
  - (b) Any other increase in charges which may be levied or imposed by the competent authority from time to time.
  - (c) Additional cost/charges imposed by the competent authorities,
  - (d) The Promoter may charge the Allottee separately for any upgradation/ changes specifically requested by the Allottee in fittings, fixtures and specifications and any other facility.
  - (e) Additional taxes levied by the Government.
- 2. (vii) The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @ 6.00% per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 2. (viii) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three errors. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate pay square methras agreed in Clause 2 (i) of this Agreement.

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payment in any undertakes.

- 2. (x) The Allottees indemnify and keep indemnified the Promoter against any payment to be made to the concerned department on account of GST whether in present or in future.
- 3. 3. (i) The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Said Premises to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Said Premises.

Page 8 of 27

3. (ii) Time is 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 said Premises to the Allottee and the common areas to the association of the allottee/s after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 2 (v) herein above. ("Payment Plan").

#### 4. DEFAULT BY ALLOTTEE:

- 4. (i) Following shall be deemed to be default on the part of Allottee:
  - a. Default in making timely payment of sums due as mentioned in this agreement;
  - b. Creating nuisance on the site resulting in danger/damage to the said project/land, threat to life;
  - c. Delay in accepting the possession of the unit within a period of two (02) months on intimation to take possession by Promoter;
  - d. Refusing delay to take membership of society formed for the said proje
  - e. Breach of any terms and conditions of this agreement.
  - f. Breach of any law or provisions thereto.
  - g. Obtain forceful occupancy/ possession of said unit before receipt of occupation certificate by competent authority.

4. (ii) The Allottee shall not be in default if he removes/remedies such breach of receipt of notice from the Promoter to the Allottee as per clause 9.2.

4. (iii) If the Promoter fails to abide by the time schedule for completing the project and handing over the Premises to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee to the Promoter.

4. (iv) Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention

Page 9 of 27

to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement, provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration (without any interest thereon) of the Said Premises which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the said Premises as are set out in Second Schedule annexed hereto.

6. The Promoter shall give possession of the Said Premises to the Allottee on or before 30th day of September 2020. If the Promoter fails or neglects to give possession of the Said Premises to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Said Premises with interest at the same rate as may mentioned in the clause 4.1 herein vo from the cate the Fromoter received the sum till the date the amounts and interest thereon is Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Said Premises on the afcresaid date, if the completion of building in which the Said Premises is to be situated is delayed on account of -A) THE HADION

civil commotion or act of God; order, rule, notification of the Government and/or other public or competent

(iii) Nonrayment of the amounts by the Allottees on due dates and as per schedule of payment. (iv) Non availability of water connection, Electricity connection from CIDCO/MSEB.

reunstances beyond the control of the promoters.

## 7. 7.1 Procedure for taking possession:

any notice

The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the said Premises to the Allottee in terms of this Agreement and the Promoter shall give possession of the said Premises to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, 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 Project. Takkeette al

Page 10 of 27

7.2 The Allottee shall take possession of the Said Premises within 15 days of the written notice from the promoter to the Allottee intimating that the said Said Premises are ready for use and occupancy:

7.3 Failure of Allottee to take Possession of the Premises: Upon receiving a written intimation from the Promoter as per clause 7.1, the Allottee shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Said Premises] to the allottee. In case the Allottee fails to take possession within the time propriet in chase 7.5 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 If within a period of five years from the date of handing over the Said Premises to the the Promoter offering in writing the possession of the said Premises to the Allottee earlier, the Allottee brings to the notice of the Promoter any structural defect in the Said Premises or the building in which the Said Premises are situated or any defects on account of workmanship or provision of service save and except what is stated in clause 14/appearing wherever possible such defects shall be rectified by the Promoter at his contact and it case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. This warranty is applicable only if after occupying the said Premises the allottee shall maintain thesaid Premises in the same condition as it was handed over to him by the promoter. In case he makes any changes like shifting of the walls, doors, windows and their grills, bedrooms, kitchen, bathrooms, enclosing balconies, flower bed, extending rooms, changing flooring, plumbing systems, electrical wiring, sanitary systems and fitting, fixing falls ceiling or doing any work affecting and damaging the columns and / or beams of the building, or damaging the stability of the structure of the building, intentionally or due to 4 negligence, with or without the permission of the competent authority and / or society or association / company. Further, in the following cases where the allottee (i) installs air-conditioners or antenna on the external walls haphazardly which may destabilize the structure (ii) allottee and/or its tenants load heavy luggage in the lift, (iii) damage any portion of the neighbour's Said Premises, or common area by drilling or hammering etc. and (iv) does not follow the conditions mentioned in the maintenance manual, the aforesaid warranty given by the promoters shall not be invocable.

8. The Allottee shall use the Said Premises or any part thereof or permit the same to be used only for purpose of \*residence/shop for carrying on any industry or business.(\*strike of which is not applicable) He shall use the garage or parking space if allotted only for purpose of keeping or parking vehicle. It is expressly agreed by and between the parties hereto that notwithstanding anything herein contained, the purchaser shall not use the said Premises for vehicle repair garage, beer bar, floor mill, and chicken mutton shop, Restaurant, eatery, hotel and fabrication shop without the written prior consent from the promoter.

9. 9.1 The Allottee along with other Allottees of Said Premises in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.2 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Said Premises is situated., subject to the Occupation Certificate Competion Certificate is received from the Competent Authority.

9.3 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the

Vendor/Lessar/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings of building are constructed.

Premises is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Said Premises) of outgoings in respect of the project land and Building's namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s., as appearing in the Third Schedule hereinafter. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs.5.250/- per month towards the outgoings. The Allottee, before taking possession of the premises or before assigning his/her/their rights under this agreement to the third party whichever is earlier, and/or on demand deposit with The Builders and Developers an amount of Rs.63,000/- (Rupees Sixty Three Thousand only)., equivalent to 12 months of provisional monthly contribution. The amounts so paid by the Allottee to the Promoter

Page 12 of 27

shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

- 10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:-
- (i) <u>Rs. 800/-</u> for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

(ii) Rs. 25,000/- for formation and registration of the Society or Limited Company/Federation/ Ape-

(iii) Rs. 65,000/- for proportionate share of taxes and other charges/levies in Deed.

bution towards on griffs of Society or

(iv) Rs. 63,000/- for deposit towards provisional monthly contribution towards on games of society of Limited Company/Federation/ Apex body., as mentioned in clause 9.4 above.

(v) Amount as per current rate applicable for Deposit towards Water, Electric, an services connection charges.

(vi) Amount as per current rate applicable for deposits of electrical receiving and Sub Station provided in Layout.

- 11. The Allottee shall pay to the Promoter a sum of Rs. 11,000/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
- 12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

### 13. Solid Waste Management:

The Allottee shall observe scrupulously the following conditions in order to ensure the directives and recommendations of the Honorable Supreme Court regarding solid waste management.

- a. The Allottee shall keep two streams of waste, one for food waste and bio- degradable waste and another for recyclable waste such as papers, plastic, metal, Glass, tags, etc.
- b. The Allottee shall ensure that no domestic /institutional waste shall be thrown on the streets, footpaths, open spaces, drains or water bodies.
- c. The Allottees Shall make separate agreement for disposal of toxic or hazardous household waste such as used batteries ,containers for chemicals and pesticides, discarded medicines and other toxic or hazardous household waste.

bins containers for storage of food waste, bio-degradable waste and recyclable waste.

e The Allottee shall abide by the instructions as may be issued from time to time by the Promoter till the formation & registration of a Co-op Housing Society and upon formation and registration of such Co-op Housing Society then by such Co-op Housing Society in relation to disposal of solid waste management in the light of the directives issued by the Honorable Supreme Court.

he Promoter declares and the Allottee is made aware that in the construction industry in general the Hydrolysis precess of cement continues for a longer period of two years and the strength of Cement increases over a period of time. The process is exothermic in nature and hence during Hydralysis process omission of heat shows up in the form of air cracks wherever cement is used in general. The construction is carried out though at normal speed, the given time required for settlement of Block/Brickwork due to self load is insufficient and plastering work is carried out before that period and thereafter the RCC Beam/column joints with brickwork get exposed to this natural Hydrolysis process and sometimes are seen as air cracks. The normal period required after brickwork is minimum of twelve months which is impractical in our era of construction industry. Seeing financial expenses incurred to the Allottees by booking during under constructions, speedy construction gets the first priority. The red bricks manufactured by earthen clay along with cement also undergo expansion and contraction in different seasons of the year initially for one year after of the completion of work. This also leads to minor cracks in the portion of the wall. The Final solutions for all types of cracks occurred is to do painting and crack filling jobs after two years of possession. The solutions are to be carried out at the cost and expenses of the Allottees. After due diligence and proper understanding by the Allottee regarding the facts narrated in this clause, the Promoter and Allottee have agreed to the conclusion that this particular happening shall not be considered as any defects on account of workmanship.

Page **14** of **27** 

15. It has been specifically agreed by the Allottee/s that he/she is fully aware of the fact that the wall tiles and floor tiles installed in the flat and in the building will have shade or tone variation because vitrified is processed at extremely high temperature in oven or kiln by the manufacturing industries as such the Allottee/s will not take any objection for the same.

16. The Allottees of shops shall be treated on the same basis as the Allottees of the flats and shall have the same rights and be subject to the same liabilities in all respects, including dues and maintenance of the Building as stipulated hereto except for the designated maintenance, municipal taxes, water charges and other Government levies which shall be payable by every Allottees of the Shops on the basis of the area of his/her/their respective premises in the said Building and/or as per separate assessment made in respect of each premises either by The Builders and Developers or the Society.

### 17. REPRESENTATIONS AND WARRANTIES OF THE PROMO

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

i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry of development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;

iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;

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

Millight

vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said 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 said Premises to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed / assignment of lease of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outsides what soever payable with respect to the said project to the competent Authorities, till the possession of the said Premises is handed over./ Occupancy Certificate whichever is earlier.

xi. No notice from the Confirment or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project except those disclosed in the title report.

The Allottee or himself themselves with intention to bring all persons into whosoever hands the Said Premises may come, hereby covenants with the Promoter as follows:-

i. To maintain the Said Premises at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Said Premises is taken and shall not do or suffer to be done anything in or to the building in which the Said Premises is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Said Premises is situated and the Said Premises itself or any part thereof without the consent of the local authorities, if required.

MALIKOL

ii. Not to store in the Said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building 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 building in which the Said Premises is situated and in case any damage is caused to the building 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 including what is stated in clause 14 above, 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 building 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 Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority index other public authority.

iv. 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 building in which the Said Premises is situated and shall keep the portion, sewers, drains and pipes article said Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so is to support shelter and protect the other parts of the building 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 Promoter and/or the Society or the Limited Company.

v. 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 building in which the Said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

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

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of various charges and / or security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Said Premises is situated.

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

ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Said Premises until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said 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 and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Said Premises in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

xi. Till a conveyance of the structure of the building in which Said Premises is situated is executed in favour of Society/Limited Society, 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 building or any plate affects to view and examine the state and condition thereof.

3030

executed in favour of Apex Body or Federation, 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 project land or any part thereof to view and examine the state and condition thereof.

19. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

20. 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 of the said Building 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, open parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as herein before mentioned. In the event of the society being formed and registered before

Page 18 of 27

the sale and disposal by The Promoter of all the flat/ premises etc. in the said building the power and authority of the society so formed or of the Purchasers and other purchases of flat in the said building shall be subject to the overall control of the Promoter in respect of any of matters covering the said building the construction and completion thereof and all amenities, appurtenance to the same and in particularly. The Promoter shall have absolute authority and control as regards the unsold flat and /or shops of which the Agreement are cancelled at any stage for some reason or other and The Promoter have the absolute authority regarding the disposal thereof.

#### 21. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

- 22. Over and above the consideration and other amounts payable by the Allottee, the Allottee hereby agree that in the event of any amount becoming payable by way of levy of premium taxes, cess, fees, Service charges, ALP, Maveja etc., after the date of this Agreement to the NMMC/CIDCO and other concerned local authorities or to the State/Central Government or in the event of the payment for a similar nature becoming payable in respect of the said Property and or in respect of the various premises to be constructed thereon, the same shall be paid by the Proposer, however, the same would be reimbursed by the Allottee to the Promoter in proportion of the area of the said Premises to the total area of all the premises being constructed as a part of the Proposed Building on the said Property.
- 23. The Allottee is/are further made aware that potable water supply is provided by the CODCO / NMMC and other concerned government authorities, and shall be made available to the said Proposed Building as per the supply received from such authorities. It is clarified that the Promoter has not represented to the Allottee or undertaken to the Allottee that such water supply is assured, as the same is subject to availability and supply from the concerned authorities.
- 24. It is also agreed and understood that the Promoter shall only pay proportionate charges towards Property tax, Service Charges, Sinking Fund, Insurance Charges, NA Tax, Lease Rent as per actuals for Said Premises lying vacant, & unsold Said Premises in the said Building. However the promoter shall not pay the proportionate charges for water, common electricity, contribution towards repair and maintenance funds, expenses on repair and maintenance of the lifts including charges for running the lifts, car parking, non-occupancy charges or any other charges. However if the promoter gives the said Premises on lease he shall pay all the proportionate charges as paid by all other said Premises allottees.

Mella

25. Further the Promoter and the Allotee agree that the Promoter can sell the premises in the said Project to any prospective buyer and such prospective buyers will become the member of the said Body without paying any transfer premium or any other charges to the said Society/Condominium.

26. The Allottee is/are aware that only on the basis of and relying on the representations, assurances, declarations, covenants and warranties made by him/her/them herein, the Promoter has/have agreed to and is/are executing this Agreement and Allottee hereby agree/s to indemnify and keep indemnified the Promoter absolutely and forever from and against all and any damage or loss that may be caused to the Promoter including interalia against and in respect of all actions, demands, suits, proceedings, penalties, impositions, losses, damages, costs, charges and expenses, that may be caused to or incurred, sustained or suffered by the Promoter, by virtue of any of the aforesaid representations, assurances, declarations, covenants and warranties made by the Allottee being untrue and/or as a result of the Promoter entering in to this Agreement and/or any other present/future writings with the Allottee and/or arising there from.

ranker 6s/lef2heir interest in the said Premises or wishes to transfer or give the benefit of this appendent to other persons, the same shall be done only after the Allottee obtain/s the prior written permission of the Promoter on their behalf. In the event of the Promoter granting such consent, the Allottee shall be clieble to and shall pay 5% of the aggregate consideration to the Promoter or such sums as the Promoter may in its absolute discretion determine by way of the transfer charges and administrative may other costs/charges, expenses pertaining to the same PROVIDED HOWEVER that such transferce transfer and administrative may on the part of the Allottee shall always be bound and liable by the terms, conditions and covenants hereof and untite part of the Allottee to be observed, performed and complied with. All the provisions of this Aprendent shall ipso facto and automatically apply mutatis mutandis to such transferce/s/assignee/s also. The Allottee shall obtain "No Objection Certificate" and "No Dues Certificate" from Promoter to transfer the right, title and interest in respect of the said unit to third party during course of construction of said project or before possession of said unit to Allottee whichever is later. Without obtaining the said certificates any document executed by Allottees in the name of third party shall be treated as 'void-ab-initio'

28. All obligations of the Allottee and covenants made by the Allottee herein shall be deemed to be obligations and/or covenants, as the case may be, running with immoveable property and the observance, performance and compliance with such obligations and/or covenants shall be the responsibility of all persons into whose hands the said Premises may come.

29. Notwithstanding anything contained herein, the Promoter shall, in respect of any amount remaining unpaid by Allottee under the terms of this Agreement, have a first lien and charge on the said Premises agreed to be purchased by the Allottee hereunder.

Page 20 of 27

30. Any delay or indulgence shown by the Promoter in enforcing the terms of agreement or any forbearance or giving of time to the Allottee shall not be constructed as a waiver on the part of the Promoter or any breach or non compliance of any of the terms and conditions of this Agreement by the Allottee nor shall the same in any manner prejudice any rights of the Promoter hereunder or in law.

- 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 along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee 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, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the paid said Premises/plot/building, as the case may be.

of the

- 33. RIGHT TO AMEND: This Agreement may only be amended through Parties.
- 34. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE!

  SUBSEQUENT ALLOTTEES: It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the 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 Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under 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 REFERRED TO IN THE AGREEMENT: Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee in Project, the same shall be in proportion to the RERA defined carpet area of the said Premises to the total RERA defined carpet area of all the Premises in the 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 lace, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said represent shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Navi Mumbai.

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

Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D. or through email as mentioned in the clause herein.

41. Name of Allottee: 1. Mrs. MANJUSHREE SANDIP KOTKAR

(Allottee's Address): Kotkar Mala, Kedgaon, Nagar Pune Rd, Ahmednagar,

Nagar, Maharashtra 414001.

(Email of the Allottee) <u>sandipkotkar30@gmail.com</u>

Caracterit-2

M/s Promoter name: RAJESH & D'SOUZA ASSOCIATES

(Promoter Address): 1, SEA STAR, Plot-77, Sector-5, Ulwe,

Navi Mumbai- 410206.

(Email of the Promoter): rajesh.lakhani@gmail.com

V///

khani@gmail.com

- 42. 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.
- 43. 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.
- 44. Stamp Duty and Registration:- Any charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.
- 45. Dispute Resolution:- Any dispute between parties shall be settled amicable in case of failure to settle the dispute amicably, which shall be referred to Arbitrator as per provision of Arbitration and Conciliation Act, 1996, all the disputes and differences arising between the Promoter and allottees hereto, including any disputes and differences in regard to the interpretation of any provisional or term or the meaning there off, or in regard to any claim at the allottees against the Promoter or in regards to the rights and obligation of the Promoter and the Allottees here under the agreement or otherwise, howsoever shall be referred to common arbitrator as mufually decided by both, the Promoter and the allottee. In case of failure to settle the dispute by arbitration, which shall be referred to the RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.
- 46. The Promoter and the Allottees may sign and execute the supplementary agreement to confirm and ratify certain provisions herein. The said Supplementary Agreement as well as the documents referred to at the outset like the Agreement to Lease, and/or Lease Deed, Tripartite Agreement, Allotment Letter of CIDCO, Deed of Lease to be executed as herein provided, Commencement Certificate, Occupation Certificate and all other documents, papers etc. shall form part and parcel of this Agreement and shall be so read and construed as if the same have been incorporated herein and the Allottees shall abide by, observe and perform the covenants, conditions contained in the said aforesaid referred documents.
- 47. GOVERNING LAW: That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Navi Mumbai courts only will have the jurisdiction for this Agreement



who Hall

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.
FIRST SCHEDULE HEREINABOVE REFERRED TO:

# SCHEDULE OF PROPERTY

All that piece or parcel of Plot of land known as Plot No.77, area admeasuring about 1798.34 Sq.Mtrs., under Gaothan Expansion Scheme, (presently under 12.5 %Scheme) lying and being at Sector-5, Node-Ulwe, Taluka-Panvel, District-Raigad, Navi Mumbai, in the registration Sub-District and DistrictRaigad, and the same is bounded as follows:

Towards the North By: 9 Mtrs Wide Road

Towards the South By: Plot No.76 Towards the East By: Plot No.78

Towards the West By: 24 Mtrs Wide Raod

Flat bearing No. 1005 on 10th Floor, having Carpet area adm. 31.255 sq.mtr. as per RERA and other area such as Encl. Balcony / fb / CB adm. 22.214 sq. mtr. & 61.814 open terrace in building known as "SEA STAR", situated at Plot bearing No. 77, Sector-5, Ulwe, Navi Mumbai,

Tal. Uran, Dist. Raigad.

U J C - ?

1. Starcase

2. Lobby/Pasage/ U Q

3. Electric Room, Society Office / Club House (IF ANY)

4. Top Floor Terrace of Building

SECOND SCHEDULE HEREINABOVE REFERRED TO:

FLOORING:

2' X'2' Vitrified tile flooring in Living, Bedroom & Kichen.

KITGHEN:

Granite Kitchen platform with S. S. Sink and Ceramic tiles dado.

BATHAWA

Concealed plumbing with good quality sanitary fittings.

Reputed plumbing fittings.

Glazed tiles dado up to lintel level.

Ceramic tile flooring in Bath & WC.

Good quality aluminium louvers in Bath & WC.

DOOR:

Main door with decorative laminate finish and Internal flush doors.

Wood/Marble Frame for all the doors of Bath & WC.

Wooden door frames for other Rooms.

Page 24 of 27

#### WINDOWS:

Powder Coated Aluminum sliding windows. Granite Sill for all the windows of Bath & WC.

#### **ELECTRICAL:**

Concealed wiring of ISI marked quality with common T.V./ Telephone/Electrical Fans and Lighting points with circuit breakers and electrical switches.

#### COLOR:

Internally good quality paint for entire flat. Externally good quality semi acrylic paint.

#### RCC

R.C.C. framed Structure.

R.C.C. Staircase, lifts and terraces as shown in the Plan, siporex block/ acc blocks/ fly ash blocks/ brick walls of required thickness for the walls.

#### WATER TANK:

Underground & overhead tank with adequate storage capacitants

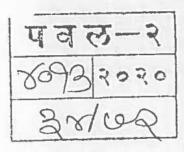
THIRD SCHEDULE HEREINABOVE REFERRED

- 1. The expenses of maintaining, repairing, redecorating etc. of the building and in particular the roof, water tanks, gutters and rain water pipes of the building, water pipes and cleding wires, in under or upon building and enjoyed or used by the Allottees in common with the other occupiers flats and parking spaces and the main entrance, passages, landings and staircases of the boundary walls of the building compounds, terraces, etc.
- 2. The costs of cleaning and lighting the passages, landings, staircases building so enjoyed or used by the Allottee as aforesaid.
- 3. The costs of maintaining and lighting the walking trail, children play area if any, and other parts of the first floor recreation areas of the building so enjoyed or used by the Allottee as aforesaid.
  - 4. The costs of the salaries of clerks, bill collectors, sweepers, watchmen, etc.
- 5. The costs of working and maintenance of lifts, battery backup system, antenna wiring, water connections, lights and other services.
  - 6. Municipal and other taxes.
  - 7. Insurance and other charges, consulting and / or professional fees and charges etc.

Page 25 of 27

8. Such other expenses as are necessary or incidental for the maintenance and upkeep of the Building.

SIGNED, SEALED AND DELIVERED	)	Arms and I
By the within named "the PROMOTER"	)	
M/s.RAJESH & D'SOUZA ASSOCIATES.	)	
Through its partner / authorized signatory	)	
Shri CHANDER N. LAKHANI	)	For RAJESH & D'SOUZA ASSOCIATE
In the presence of:  1. As can feeter Samuel	ŕ	Partne
2. Alix BrizE DEVIL		rarine
SIGNED, SEALED AND DELIVERED	)	. \
By the within named "ALLOTTEE"	)	W. Whithitely
1) Mrs. MANJUSHREE SANDIP KOTKAR	)	White State of the
In the presence of:  1. As 19m Patel Sumulul	,	
2. Pila BUORF Anix		





#### RECEIPT

RECEIVED a sum of <u>Rs.30,00,000/-</u> (Rupees Thirty Lakhs only) as mentioned below from the Allottee herein, being the earnest money deposit in respect of Shop / Flat agreed to be sold under these presents:

Sr. No.	Cheque No./ Pay Order No	Date	Bank	Amount (Rs.)
1	000007	19-03-20	HDFC	20,00,000/-
2	000008	27-03-20	HDFC	10,00,000/-
TOTAL	30,00,000/-			

WE SAY RECEIVED

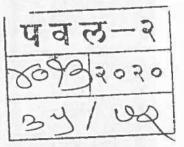
FOR M/S RAJESH & D'SOUZA ASSOCIATES.

For RAJESH & DSO 2 ASSUCIATES

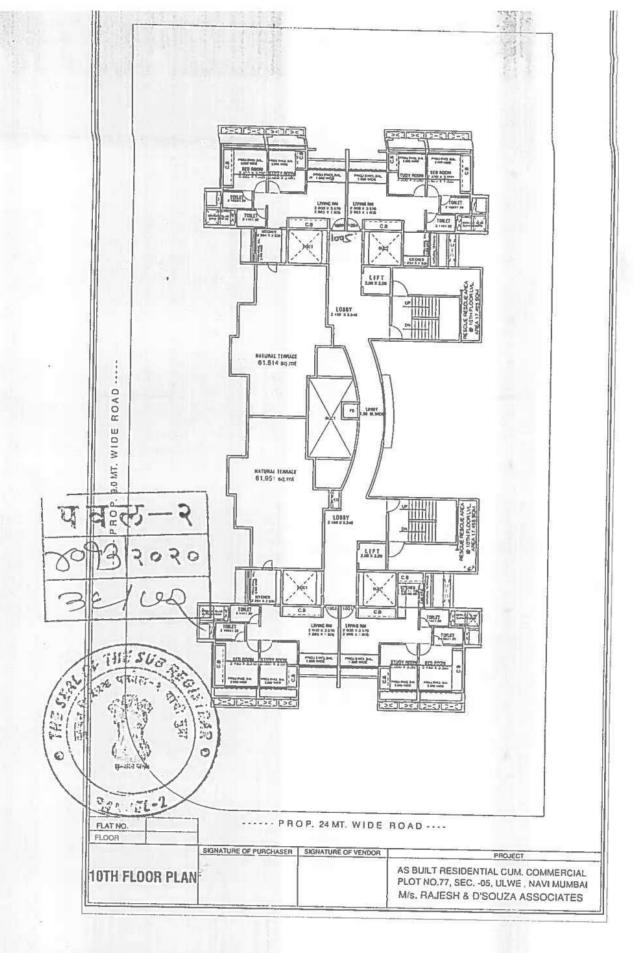
Partner

PARTNER / AUTHORIZED SIGNATORY. (THE PROMOTER)

Receipt subject to Realization of Cheque.







For RAJESH & D'SOUZA ASSOCIATES

Partner

What is

## Annexure - 3-C

### **CHANDER LAKHANI**

Sr. No.	Flat No.	
1	101	
2	102	
3	103	
4	201	
5	202	
6	401	П
7	402	
8	1 501	
9	502	
10	503	_
11	504	
12	601	_
13	602	-
14	701	_
15	702	_
16	703	=
17	704	-
18	705	
19	706	_
20	801	
21	802	_
22	803	
23	804	-
24	805	_
25	806	-
26	901	-
27	902	
28	903	-
29	904	_
30	905	
31	906	***
32	1002	-
33	1005	_
34	1006	
35	Shop 2	
36	Shop 4	_
37	Shop 5	-
38	Shop 6	_





#### 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 project registration number: P52000011974

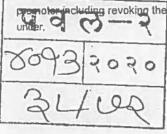
Project Sea Star, Plot Bearing / CTS / Survey / Final Plot No.: PLOT NO. 77 at Ulawe, Panvel, Raigarh, 410206;

- Rajesh And Dsouza Associates having its registered office / principal place of business at Tehsil: Panvel, District: Raigarh, Pin: 410206.
- 2. This registration is granted subject to the following conditions, namely:-
  - · The promoter shall enter into an agreement for sale with the alfottees;
  - 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 01/09/2017 and ending with 30/04/2018 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,
- o That the promoter shall take all the pending approvals from the competent authorities

If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there



Dated 01/89/2017.
Place Mumbai

Signature valid
Digitally Signed by
Dr. Vasant Premanand Prabhu
(Secretary, MahaRERA)
Date:01-09-2017 14:59:50

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



#### CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

REGD. OFFICE:

"NIRMAL", 2nd Floor, Nariman Point,

Mumbai - 400 021.

PHONE: (Reception) +91-22-6650 0900 / 6650 0928

)

+91-22-2202 2509 / 6650 0933

HEAD OFFICE:

CIDCO Bhavan, CBD Belapur,

Navi Mumbai - 400 614.

PHONE: +91-22-6791 8100 ; +91-22-6791 8166

Dale: 17 JAN 2013

CIDCC/BP-8878/ATPO(NM & K)/2012/ Ref. No.

To

M/s Rajesh & D' souza Associates, Partners, Shri, Chander N. Lakhani & Others Three, 408, Commodity Exchange Bldg., Plot No 2, 3 & 4, Sector-19, Vashi, Navi Mumbai.

#### ASSESSEMENT ORDER NO.603/2012-13 REGISTER NO.02 PAGE NO.603

																-	
Unique Code No.	2	0	1	2	0	3	0	2	1	0	2	2	1	8	6	0	1
Sallesia	4.00				100					-		-	1	1		-	

SUB - Payment of Construction & Other Workers Welfare Cess charges for Residential Building on Plot No.77, Sector-5, Ulwe, (12.5% Scheme) Navi Mumbai.

REF - 1) Your architect's application dated 30/11/2010, 05/10/2012 & 12/11/2012

ORDER OF ASSESSMENT OF CONSTRUCTION & OTHER WORKERS WELFARE CESS (AS PER BUILDING AND OTHER CONSTRUCTION WORKER 'S WELFARE CESS RULES, 1998)

Name of Assessee :- M/s. Rajesh & D' souza Associates 1 Partners, Shri. Shande No. akhani & Cihers Three, Plot No.77, Sacol-S, Ulive, 12.5% Scheme) Navi 2 Location :- Plot No.77, Se Mumbai. 3 Land use :- Residential Plot area :- 1798.340 Sq. Intrs Permissible FSI :- 1.5

:- 6002.126 Sq.mtrs. GROSS BUA FOR ASSESSEMENT

ESTIMATED COST OF CONSTN. Al 72025512/-B) AMOUNT OF CESS

:- 6002.126 Sq.mtrs. X 12000 (ID= Rs 7 :- Rs. 72025512/- X 1% (R) 720256 12 ess charges paid Rs. 1.20 5000 vide Re Construction & Other Workers Welfare Cess charges paid Re No.9522. dtd. 18/12/2012

THE

0 dt. Town Planning Officer(BP)



#### CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

REGD. OFFICE:

NIRMAL . 2nd Floor, Nariman Point,

Mumbai - 400 021

PHONE: (Reception) +91-22-6650 0900 / 6650 0928

+91-22-2202 2509 / 6650 0933 CIDCO/BP-8878/ATPO(NM & K)/2012/ 0 8

Rel. Ng.

A.

i)

3)

i) 8: P.L.

AI (fi)

(B)

i)

9)

10)

M/s Rajesh & D' souza Associates, Partners Shri, Chander N. Lakhani & Others Three, 408, Cemmodity Exchange Bldg., Plot No.2, 3 & 4, Sector-19, Vashi, Navi Mumbai.

Permissible ESI3. Rates as per Stamp Duly Ready Reckoner, for Sec-5, Ulwe

TOR COMMERCIAL

FOR BESIDENTIAL
PROPERTY OF THE PROPERTY OF TH

FOR COMMERCIAL
On plot area (D) (%) (6) above
On built up area (D) (6) above

FOR RESIDENTIAL On alloh area @ 0.5% of (6) above

Total :Assessed development

Date of Assessment

On built up area @ 2% of (6) above

70

Plot area

charges

Built up area

HEAD OFFICE

CIDCO Bhavan, CBD Belapur.

Navi Mumbai - 400 614 PHONE: +91-22-6791 8100 +91-22-6791 8166

Date: 17 JAN 2013

ASSESSEMENT ORDER NO.603/2012-13 REGISTER NO.02 PAGE NO.603

SUB:- Payment of development charges for Residential Building on Plot No.77, Sector-5, Ulwe, (12.5% Scheme) Navi Mumbai

1) Your architect's application dated 30/11/2010, 05/10/2012 & 12/11/2012

 Delay condonation NOC issued by M(TS-II) vide letter No. CIDCO/Estate/12.5%/Ulwe/841/2012, dtd.19/06/2011

 Final transfer order issued by M(TS-II) vide letter No. CIDCO/Estate/12.5%/Ulwe/841/2011, dtd.07/07/2011

Maveja NOC issued by AEO vide letter No. CIDCO/Estate/12.5%/Ulwe/841/2012, dtd.25/06/2012

5) PSIDC NOC issued by EE(Elect-II) vide letter No. CIDCO/EE(Elect-II)/12/UL-0092/63, dtd 09/07/2012 6) Height Clearance NOC issued by AAI vide letter No BT-1/NOC/MUM/11/NM/35/1018-20, dtd.03/04/2012

7) Extension in time limit issued by M(TS-II) vide letter No. CIDCO/Estate/12.5%/Ulwe/841/2012, dtd.18/06/2012

8) Fire NOC issued by Fire Officer vide letter No. CIDCO/FIRE/KLLM/3700/2012, dtd.10/:1/2012

9) 50% IDC paid of Rs.9,00,000/- vide Receipt No.9522, dtd.18/12/2012

ORDER OF ASSESSMENT FOR DEVELOPMENT CHARGES (AS PER MAHARASHTRA REGIONAL & TOWN PLANNING (AMENDED) ACT 2010)

Name of Assessee :- M/s. Rajesh & D' souza Associates, Partners, Shri. Chander N. Lakhani & Others Three, : Plot No.77, Sector-5, Ulwe. (12.5% Scheme)

:-Residential

:- 1798.340 Sq. mlrs.

:- 1.5

: Rs.11600/-

88.344 Sq.mtrs. :- 132.516 Sq.mtrs.

:- 1709.996 Sq.mtrs.

:- 2558.218 Sq.mtrs

:- 88.344 Sq.mtrs.X 11600 X 1%=Rs.10247.904 :- 132.516 Sq.mtrs.X 11600 X 4%=Rs.61487.424

Total Rs.71735.328

:- 1709.996 Sq.mtrs.X 11600 X 0.5%=Rs. 99179.768 :- 2558.218 Sq.mtrs X 11600 X 2%=Rs.593506.576

TOTAL =Rs.692686.344

:- 8(A) + 8(B)=Rs.764421.672, Say Rs.764422/-

:- 20/12/2012

:- Upto 12/06/2013

11) Due date of completion

12. Development charges paid of Rs.7,65,000/- vide Receipt No.9522, dtd.18/12/2012
Unique Code No. 2012 03 021 02 2186 01 is for this Development Permission on Plot No.77, Sector-5, Ulive, (12.5) Scheme) Navi Mumbai.

(R.B. Pailt)

Addl. Town Planning Officer(BP) (Navi Mumbai & Khopta)

Yours failefully



HEAD OFFICE:

## CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

"NIRMAL", 2nd Floor, N Mumbai - 400 021. PHONE (Reception) I-AX . +91-22-2202 CIDCO/BP-8878/AT	+91-22 2509 /	2-665( 665 <b>0</b>	0900	0.022-0.000			-					C No	IDCO avi M	umbo : +91	an, ( ii - 40 I-22-	0614.	100
Ref. No. Unique Code No.	2	0	1	2	0	3	0	2	1	1 0	2	Dr.	10:1	7 1	AN	2013	31
To, M/s. Rajesh & D' so Partners, Shri. Char 408, Commodity Ex Sector-19, Vashi, N: Sub:- Development Navi Mumbai REF - 1) Your arcl 2) Delay cor dtd 19/06	nder N. change avi Mun Permis nitect's ndonati	Lakha Bldg, nbai, sion f	ani & C , Plot or Res	No.2, sidenti	3 & 4, ial Bui	lding l	D5/1	0/2015	0 0 40	14 4 100							
dtd. 19/06 3) Final tran CIDCO/E 4) Maveja N 5) PSIDC N 6) Height CI 7) Extension 8) Fire NOC 9) 50% IDC	sfer ord state/1: OC issi OC issi earance in time	der iss 2.5%/l ued by ued by e NOC by Fin	ued by Ulwe/8 AEO EE(E issue issue	y M(Table 1/20) vide lect-II ed by M	S-II) vi 111, d letter I ) vide AAI vid (TS-II)	ide let td.07/ No. CI letter de let ) vide	ter No 07/20 DCO/I No. Cl ter No letter	I1 Estate/ DCO// BT-1/ No. CI	/12.5% EE(Ele NOC/I DCO/I	6/Ulwe ect-II)/ MUM/ Estate	/841/2 12/UL- 11/NM	2012, -0092 /35/1	dtd.25 /63, d	5/06/20 ltd.09/0	012 07/20 03/04	12 1/2012 1 <del>8/</del> 06/2	2012
Please ref (12 5% Scheme) Na The develo	oment p	ermis	sion is	s here	by gra	inted t	o con:	struct F	Reside	ntial f	Buildin	g on i	he die	L men	Que	d abov	
Act, 1966 is also encl	nceme osed he	nt cer erewit	tificate h for th	as re ne stru	equire ucture:	d und s refer	er sec red at	tion 4:	5 of th	é Mal	narash	itra I	Region	nal an	d To	vn Pla	nning
The Develope Nodal Executive Eng shops to be minimum finished stilt level to be	e minir	num 3	100 mr	n. abo	ve the	road	edge	level.	age ic	/	829 /	h lexi	ge los el of the	aing is	pose hay	og. stil	t, the
The approve from the Executive E										c coit	be ser	DEL AAG	OEK.%	5 44	1	60	- 3
The Develop construction period of pest control at project	the prosite to	Builde oject. o avoid	rs sha If req d epide	II take uired emic .	e all p , you d	recaul can ap	lionary	meas h Heal	sures Ith De	for pre	eventicent CI	oco.	Malar for o	ia bre	שנוסו	rogran	g the and
You will ens	ure that	the b	uilding	mate	rials v	lon Iliv	be st	acked	on the	road	durinģ	the	constr	ruction	perio	nd	
(1 no. for Dry and 1 N	e that o. for V	for ev Vet Ga	ery 50 arbage	no. c	of flats be pro	, two vided	wheel at site	ed bin	s of H e seek	DPE i	nateria	al and	d of ca	apacity	240	liters	
Since, you had Office of Executive En	we naid	1 500%	inc .	- F D-	0 00 0	125-255.7					d.18/1:	2/201	2, you	ı may	appr	oach te	the

Thanking you,

(R. B. Patil)
Addl. Town Planning Officer(BP)
(Navi Mumbai & Khopta)

Yours faith fully

#### CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARSHTRA LTD

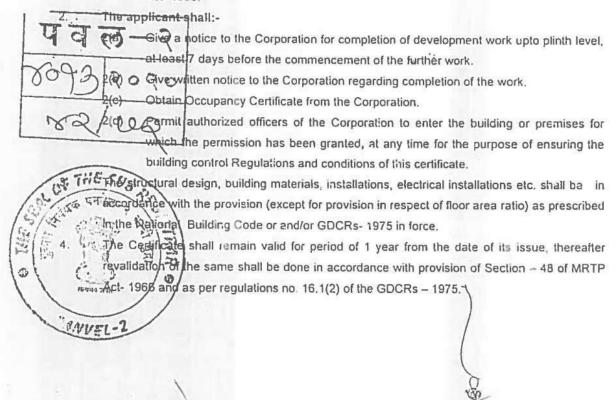
#### COMMENCEMENT CERTIFICATE

Permission is hereby granted under section – 45 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra XXXVII of 1966) to M/s Rajesh & D'souza Associates Partner Shri. Chander N.Lakhani & Other 3, on Plot No- 77, Sector-05 at Ulwe(12.5% Scheme), Navi Mumbai, As per the approved plans and subject to the following conditions for the development work of the proposed Residential Building(Ground Floor +13<sup>th</sup> Floor ), Resi, BUA = 2558.218 Sq.Mt. Comm BUA = 132.516 Sq.Mt, Total BUA = 2690.734 Sq.Mt.

(Nos. of Residential Units - 58, Nos. of Commercial units - 08)

This Commencement Certificate is valid up to plinth level only. The further order will be given after the plinth is inspected and plinth Completion Certificate is issued.

- This Certificate is liable to be revoked by the Corporation if: -
  - 1(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.
  - 1(b) Any of the conditions subject to which the same is granted or any of the restrictions imposed upon by the corporation is contravened.
  - 1(c) The Managing Director is satisfied that the same is obtained by the applicant through fraud or Misrepresentation and the applicant and/or any person deriving title 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.



- 5. The conditions of this certificate shall be binding not only on the applicant but also on its successors and/or every person deriving title through or under him.
- A certified copy of the approved plan shall be exhibited on site.
- 7. The amount of Rs 9000/- deposited with CIDCO as security deposit shall be forfeited either in whole or in part at the absolute discretion of the Corporation for breach of any of the conditions attached to the permission covered by the Commencement Certificate. Such forfeiture shall be without prejudice to any other remedy or right of Corporation.
- "Every Building shall be provided with underground and over head water tank. The capacity of the tanks shall be as per norms fixed by CIDCO. In case of high rise buildings underground and over head water tank shall be provided as per the fire fighting requirements of CIDCO. The applicant shall seek approval of the EE (Water Supply) of CIDCO in respect of capacity of domestic water tanks. The applicant shall seek approval of the Fire Officer of CIDCO in respect of capacity of water tanks for the fire fighting purpose".
- You shall approach Executive Engineer, M.S.E.B. for the power requirements, location of transformer, if any, etc.
- As per Govt. of Maharashtra memorandum vide No. TBP/4393/1504/C4-287/94, UD-11/RDP, Dated 19<sup>th</sup> July, 1994 for all buildings following additional conditions shall apply.
  - As soon as the development permission for new construction or re-development is obtained by the Owners/Developer, he shall install a Display Board on the conspicuous place on site indicating following details:
  - a) Name and address of the owner/developer, Architect and Contract
  - Survey Number/City survey Number, Plot Number/Sector & Node of Land under reference along with description of its boundaries.
  - c) Order Number and date of grant of development permission or re-development permission issued by the Planning Authority or any other authority of THE SUP
  - d) Number of Residential flats/Commercial Units with areas.
  - e) Address where copies of detailed approved plans shall be a disple for inspection.
  - A notice in the form of an advertisement, giving all the detailed mentioned in (i) above, shall be published in two widely circulated newspapers one of which should be in regional language.

- 11. As per the notification dtd. 14<sup>th</sup> September 1999 and amendment on 27<sup>th</sup> August 2003, issued by Ministry of Environment & Forest (MOEF), Govt. of India and as per Circular issued by Urban Development Deptt., Govt. of Maharashtra, vide No. FAR/102004/160/P. No. 27/UD-20, dtd. 27/02/2004, for all Buildings following additional condition shall apply. The Owners/Developer shall use Fly Ash bricks or blocks or tiles or clay fly ash bricks or cement fly ash bricks or blocks or similar products or a combination of aggregate of Them to the extent of 100 % (by volume) of the total bricks, blocks & tiles as the case may be in their construction activity.
- 12. As directed by the Urban Development Deptt. Government of Maharashtra, under Section 154 of MR & TP Act- 1966 and vide Provision No. TPB 432001/2133/CR-230/01/UD-11, dated 10/03/2005, for all buildings, greater than 300.00 Sq. m. following additional condition of Rain Water Harvesting shall apply.
  - a) All the layout open spaces/amenities spaces of Housing Society and new construction /reconstruction / additions on plots having area not less than 300.00 Sq. m. shall have one or more Rain Water Harvesting structures having minimum total capacity as detailed in schedule (enclosed). Provided that the authority may approve the Rain water Harvesting Structures of specifications different from those in Schedule, subject to the minimum capacity of

Rain Water Harvesting being ensured in each case.

The owner/society of every building mentioned in the (a) above shall ensure that the water Harvesting structure is maintained in good repair for storage of water for potable purposes or recharge of groundwater at all times.

Authority may impose a levy of not exceeding Rs. 100/- per annum for every 100 sq. m. of built up area for the failure of the owner of any building mentioned in the (a) above to provide or to maintain Rain Water Harvesting structures as required under

C. Q. FO. ARCHITEOT

Review May Satish V. Ahuja Vashi

S.C. TO. Separately to:

2. CUC

EE (KHR/PNL/KLM/DRON)

4. EE (WS)

ADDL. TOWN PLANNING OFFICER

Navi Mumbai & Khopta

## CIDCO OCCUPANCY COMPLETION CERTIFICATE

BP-8878/2099

Date: 29 November,

Residential

(W/S

2017

Unique Code: 20120302102218601

M/S. Rajesh and Dsouza Associates

408, Commodity Exchange Building, plot no 2,3

and 4, sector 19, vashi, navi mumbai

PIN - 400703

Sub Occupancy Certificate for Residential [ Residential Bldg/Apartment ] Building on Plo No. 77, Sector 5 at Ulwe(New) 12.5 % Scheme Plot, Navi Mumbai.

1)Your Architect's online application dated 25/07/2017

2)PSIDC NOC issued by EE (Elec-I) vide letter no CIDCO/EE (Elec-I)/12/UL-0092/63/,dtd 09/07/2012 3)No dues certificate issued by AEO(III)vide letter no.CIDCO/Ext/12.5%/ulwe/841/2017,2133

dtd 18/07/2016

4)Final Fire NOC , CIDCO vide letter No.CIDCO/FIRE/HQ/626/2017 dtd.02/08/2017 5)Extension of time vide letter no. CIDCO/Est/12.5/UL-841/2017/21183, dtd. 12/07/2017

6) 100 % IDC Paid Rs-1800000/REC PET NO -17333 Dtd- 16/10/2017 & 9522 Date -18/12/2012

Dear Sir,

Please find enclosed herewith necessary Occupandy [ Residential Bldg/Apartment ] Building on above mentioned plot along duly approved.

2020 You shall carry out Structural Audit of this development from Structural engineer after every 5 years from the date of occupancy certificate granted and submit the copy of structoral audit to Estate section. CIDCO for their record, However, If the said premise is to be transferred to the register society, the above terms & conditions shall be incorporated in the conveyance deed and the society member shall be made aware of the said terms and conditions and conditions are of execution 56 enomitted as built

The Developers / Builders shall take a note that, you have regarding change made at site. Hence as per condition mentioned in commencement destricted Your security deposit has been forfeited .

Since, you have paid 100% IDC, you may approach to the office -l) to get the water supply connection to your plot.

Document certified by PATIL MITHLESH JANARDHAN <mithilesh pufficiential com-

CHAVEL-2

Name : PATIL MA ALESH JANARDIAN Designation Planner Organization : CIDCO

Page 1 of 2

Executive Engineer

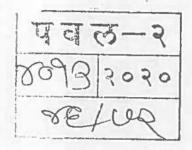
Date: 29 November, 2017

Unique Code: 20120302102218601

## OCCUPANCY COMPLETION CERTIFICATE

I hereby certify that the development of Residential [ Residential Bldg/Apartment ] Building Ground+ 10 Floors [ Total BUA = 2690.73Sq.mtrs , Residential BUA = 2558.21 Sq.mtrs , Commercial BUA = 132.51 Sq.mtrs , Any Other BUA = 0 Sq.mtrs Number of units = 66No. , No. of Residential Units = 58No. , No. of Commercial Units = 8No. , Any Other Units = Fitness center: 27.64 Sq.mtr, Society office: 23.982 SqmtrNo. Ground+No. Of Floors = Ground+ 10 Floors ] Plot No. 77 ,] , Sector - 5 at Ulwe(New) 12.5 % Scheme Plot of Navi Mumbai completed under the supervision of SATISH VARANDMAL AHUJA Architect has been inspected on 02 November, 2017 and I declare that the development has been carried out in accordance with the General Development Control Regulations and the conditions stipulated in the Commencement Certificate dated 17 January, 2013 and that the development is fit for the use for which it has been carried out.

You have to pay the necessary charges due to GST If applicable in future as per CIDCO policy and as informed to you in writing and if not paid the permission granted will be revoked.





Yours faithfully,

Document cartified by PATIL MITHILESH JANARDHAN <mithilesh.pa

Name : PATIL M JANARDY N Designatio

Organization : CIDCO ASSOCIATE PLANNER (BP)

Page 2 of 2

LESH

नोंदणी ३९ म Regn 39 m इस्तिचेवजाचा अजीचा अनुक्रमांक वावनी के हिमांक प्रशासिय एनेड सन २० तस्तार्वजाना प्रकार - स्तिहरूके ने -प्रतिभा मोहन जाहात सावर करणाराचे भाव - 313 वातीलप्रमाणे की मिळाती - हिर्मित्री 340=10 नक्कल फी (फोलिओ हिस्सूट) के एक पृथ्वांकनाची नक्कल फी रपालखर्च राजी २००८ ते २०१3 नकला किंवा आपने (कलम ६४ ते ६७) भोध विद्या निरीक्षण दड-कलम रण अन्वये कलम १४ अन्वरे प्रमाणित नवाला (कलम ५७) (पालिअ इतर की (भागील पानावरील) बाब क .. 64,0 940=60 केने पाउनती जाड़ेल. दस्तऐवज नक्कल न्तंत्रहा-१) नोदणीक्ते डाकन पाठवान । नावे तम्तिएतज खाली नाव दिलेल्या व्यक्तीच्या हवाली करावा साद एकर्ता

And downed and -3 draging accesses



# Pratibha M. Jadhav-Pawar

#### ADVOCATE HIGH COURT

Off.: A-202, Shree Nand Dham, Plot Ng. 59, Sector - 11, C.B.D. Belapur, Navi Mumbai - 400 614.

• Tel.: 022-27579060 • Mob.: 93233 60060

Date 16/04/2013

#### TITLE CLEARANCE CERTIFICATE

Sub: Title Clearance Certificate in respect to Plot No. 77, Admeasuring about 1798.34 Sq. Mtrs., in Sector 05, at Ulwe, Tal-Panvel Dist. Raigad.

#### TO WHOMSOEVER IT MAY CONCERN

THIS IS TO CERTIFY that I have taken search as per request made by M/S.

RAJESH & D'SOUZA ASSOCIATES a partnership firm through its Four Partners MR CHANDER NAHCHALDAS LAKHANI 2 MR GILBERT SIMON D'SOUZA 3 MR ARUN SHRAWAN PATIL 4. MR PUNDLIK SITARAM PATIL having their Office at 408. Commodity Exchange Building, Plot Nos. 2.3.4, Sector No. 19, Vashi, Navi Mumbai by making application to Sub Registrar Office at Panvel by Receipt 15/04/2013 of 6 years from 2008 to 2013 in respect of the property which is described as follows:

1) DESCRIPTION OF PROPERTY:

All that piece and parcel of Land known as Plot no 77, in Sector- 05, at Utive Tall Parcel Dist- Raigad under 12.5% Scheme admeasuring about 1798 34 Sa parts and beinged that is to say

On or lowerds the Bouth by On or towards the East by

२०२०

24 Mtrs. Wide Road & 5 0 Mtrs. Lay Bye Plot No. 78 09 Mtrs. Wide Road & 5 0 Mtrs. Lay Bye Plot No. 76

Alternat

#### DOCUMENTS: 2)

For the purpose of investigation of title of the said Plot, I also perused the following documents

- AGREEMENT TO LEASE dated 13th June 2008 executed between CITY AND INDUSTRIAL DEVELOPMENT CORPORATION through its Asst. Land 1) & Survey Officer as the CORPORATION of One Part and 1. SHRI, PUNDLIK SITARAM PATIL 2. SHRI AMRUT SITARAM PATIL 3. SHRI BHAGWAN SITARAM PATIL 4 SMT RUKMABAI JOMA THOKAL 5. SMT BHARATI BHARAT MHATRE 6 SHRI TUSHAR NARESH PATIL 7 SHRI SHIVDAS SHRAWAN PATIL 8 SHRI ARUN SHRAWAN PATIL as the 'LICENSEES' of the Other Part of Plot no. 77, admeasuring 1798.34 sq. mtrs in Sector-05 at Ulwe, Tal-Panvel, Dist-Raigad [Hereinafter referred to as the said Plot]. The same is registered before the Sub-Registrar of Assurances at Panvel-2 vide its Registration Receipt No. 4923, Document Serial No. URN-04654-2008 dtd 16<sup>th</sup> June 2008.
  - POSSESSION LETTER of Plot no. 77, admeasuring Sector-5 at Ulwe, Tal-Panvel, Dist-Raigad, dated 02/06/2008 Given book AND INDUSTRIAL DEVELOPMENT CORPORATION through its & Survey Officer to SHRI PUNDALIK SITARAM PATIL
    - TRIPARTITE AGREEMENT dtd. 29th June 2011 executed between AND INDUSTRIAL DEVELOPMENT CORPORATION LES the First Part, 1 SHRI PUNDLIK SITARAM PATIL 2. RUKMABAT JOMA PATIL 3 SHRI BHAGWAN SITARAM PATIL 4. THOKAL 5 SMT BHARATI BHARAT MHATRE 6 SHRIFTISHAR PATIL 7 SHRI SHIVDAS SHRAWAN PATIL 8 SHRI ARUN SHRAWAN PATIL as the ORIGINAL LICENSEES of Second Part and M/S RAJESH & D'SOUZA ASSOCIATES (Partnership firm) through its Partners 1 MR. CHANDER NAHCHALDAS LAKHANI 2. MR. GILBERT SIMON D'SOUZA 3

MR ARUN SHRAWAN PATIL 4 MR PUNDLIK SITARAM PATIL as 'THE - NEW LICENSEES' of the Third Part in respect of the said Plot. The same is registered with the Sub-Registrar of Assurances at Panvel-2 vide Registration Receipt No. 6096, under Registration Serial No. URAN-06002-2011 dated 29/06/2011

- 4) CIDCO FINAL ORDER Letter bearing No. CIDCO/VASAHAT/SATYO/ ULWE/841/2011 dtd 07/07/2011
- DEVELOPMENT PERMISSION along with COMMENCEMENT CERTIFICATE issued by ADDL TOWN PLANNING OFFICER, Navi Mumbai & Khopta, dated 17<sup>th</sup> January 2013 of Plot no. 77, admeasuring 1798.34 sq. mtrs. in Sector-05 at Ulwe, Tal-Panvel, Dist-Raigad vide Letter bearing Reference No. CIDCO/BP-8878/ATPO(NM&K)/2012/088 dated 17<sup>th</sup> January 2013.

And I have to report and certify as under:

WALET-

That the City and Industrial Development Corporation of Maharashtra Ltd is a property in perpendicular the provision of Companies Act 1956 (hereinafter referred to as "C DCO LTD") having its registered office at Nirmal 2<sup>nd</sup> floor, Nariman Maharashtra Ltd is

under the provision of Sub - Sector 3-A of Section 113 of (Maharashtra Regional & , 100 as 100 file 1966) Maharashtra Act No. XXXVIII of 1966 hereinafter referred Act. (I) for the New Town of New Bombay by Government of Maharashtra in exercise of its Powers for the area designated as site for the New Town under Sub-Section (I) of Section 113 of the said Act.

南北江水

That the State Government has acquired land within the designated are of New Bombay land vested the same in the CIDCO by an order duly made in that behalf as per the provisions of Section 113 of the Said Act.

That by virtue of being the Development Authority of new Town (Navi Mumbai) the CIDCO has been empowered under Section 118 of the Said Act to dispose off any land acquired by if or vested in it in accordance with the proposal approved by the State Government under the Said Act.

That the immovable property consisting of Plot No. 77, admeasuring about 1798 34 sq. mtrs. Sector 05, at Ulwe, Tal- Panvel, Dist-Raigad is allotted by CIDCO of Maharashtra Ltd., on lease basis for Sixty (60) years in favour of SHRI. PUNDLIK SITARAM PATIL & 7 Others under the Agreement to Lease dated 13<sup>th</sup> June 2008 and under the Tripartite Agreement dated 29<sup>th</sup> June 2011, M/S. RAJESH & D'SOUZA ASSOCIATES a partnership firm through its Partners 1. MR. CHANDER NAHCHALDAS LAKHANI 2. MR. GILBERT SIMON D'SOUZA 3. MR. ARUN SHRAWAN PATIL 4. MR. PUNDLIK SITARAM PATIL has become the New Licensees/Owners of the said plot.

By virtue of the Plot allotted by the CIDCO and further by virtue of the said New Licensees have a clear and marketable title and the said Plot is without any encumbrances. Therefore said Owners M/S. RAJESH & D'SOUZA ASSOCIATES a partnership firm through its Partners 1. MR. CHANDER NATIONAL AKHANI, 2. MR. GILBERT SIMON D'SOUZA, 3. MR. ARUN SHOWANT PATIL A MR. PUNDLIK SITARAM PATIL is authorized to develop in said plot and to construct the building/s thereon accordance with the plans sanctioned to be sanctioned by the CIDCO Ltd.

On the basis of the above documents placed before me, I hereby certify that M/S RAJESH & D'SOUZA ASSOCIATES (Partnership Firm) is entitled to develop

the said property and the title of the said property is clear, marketable and free from all encumbrances.

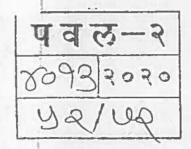
SEARCH TAKEN BY

(PRATIBHA M JADHAV)

ADVOCATE

Date 16/04/2013

Place CBD Belapur, Nav Mumbai





रोहियी स्टॉम वेंडर हाल के काम के श्वास से स्टर-१.

अनुक्रमाः 12299 किंगत 100 मावः ते अभिने किंगत 100 मावः ते अभिने किंगत 100 मावः ते अभिने किंगत विरादार 100 किंगत विरादार

SPECIAL POWER OF ATTORNEY FOR ADMISSIO

LAKHANI, Partner in M/S RAJESY & D'SOUZA ASSOCIATES having its office address at 1705, The Ambience Court Sector Its APMG, Vashi, Navi Mumbai DO HEREBY SEND GREETINGS

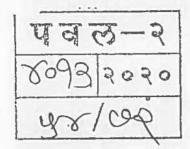
Whereas I am the owner in possession of Residential Flats & Shops, in Building known as 'SEA STAR', Plot No.77, Sector No.5, Ulwe, Taluka Panvel and District Raigad, (hereinafter for the sake of brevity referred to as one said Property").

And whereas on account of personal commitments, I am unable execute or to be executed Agreement/Any Document of the said Property. To represent before the Sub Registrar, in respect of the said Property

WELL BY HERN BY DISOURT

2

..2







NOW KNOW YE AND THESE PRESENTS WITNESSETH THAT I CHANDER N. LAKHANI DO HEREBY APPOINT NOMINATE CONSTITUTE Mr. RAJESH N. LAKHANI my brother, adult of Indian Inhabitants, having address at 1705, The Ambience Court, Sector 19, APMC, Vashi, Navi Mumbai (hereinafter for the sake of brevity referred to as "the said Attorney") to be my true and lawful attorney for me in infinance and on my behalf pertaining to said Property that is to say:

1. To lodge the said Agreement for Sale, Rectification Deed, Sale Deed/ Any Document which are executed by us with the Sub-Registrar of Assurances for Registration and admit execution thereof.

2. To present the any Document before the Sub-Registrar.

To sign and execute agreement with the Vendor/s in respect property and /or to sign and execute agreement with The CIDCO

4. And Generally to do all acts, deeds and things registration of the said property to my name.

Specimen signature of my said Attorney Mr. RAJESH N. LAKHANI is as

under:

IN WITNESS WHEREOF I CHANDER N. LAKEAN Page signed this .
POWER OF ATTORNEY on this 18 day of July, 2014.

Signed And Delivered by the

Within named

Mr. CHANDER N. LAKHANI

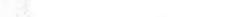
Partner of

Witnesses:

M/S RAJESH & D'SOUZA ASSOCIATES

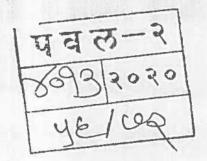
For RAJESH & D'SOUZA ASSOCIATES



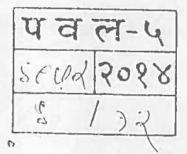


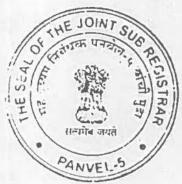
1. M.N. THAKARE #

2. R.S. JADHAY &





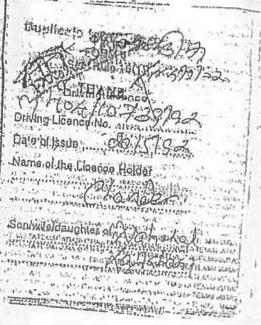


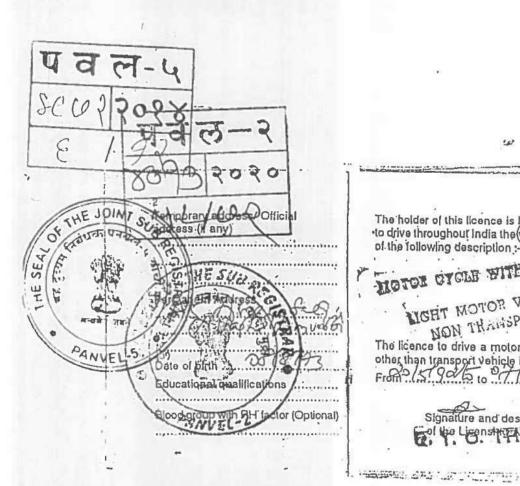


ATEGE प व ल- 1 ४०१ १०१ THE SEA!









The holder of this Ilcence is licensed to drive throughout India the vehicles of the following description:

MOTOR CYCLE WITH GAR

MOTOR VEHICLE NON THANSPORT

The licence to drive a motor vehicle other than transport vehicle is valid

Signature and designation of the Licenshur Author





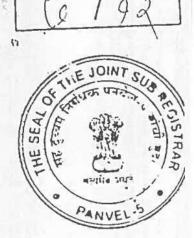
ISATION TO DRIV CLES THROUGH DOI 14-05-2001 14-05-2001

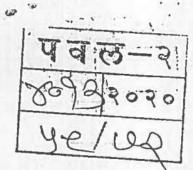
Name :RAJESH LARHANI
SCOW Of NECHALDAS LARHANI
Add FLT-1302 TOWER-8, SAGAR D
SEC-18, NERUL, NAVI MUMDAL
PIN :400706
Synglume & ID of
Issuing Authority: MH43 2011254



वल-५

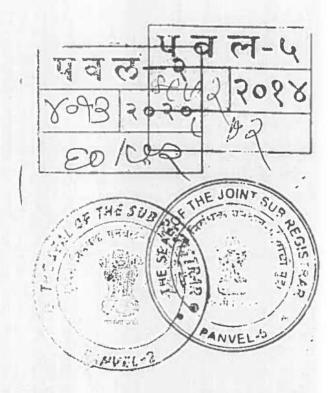
(L. 1 · · | Signature/Thumb Impression of Holder





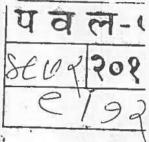


४४०६ . .



Contract Street

CUCIEST TENTA TO CONTROL TO CONTROL A CONTROL OF THE CANADA CONTRO





SAUCIANT TELEPTIC SE PITZAT TERROTUS

THAKARE MADAKNAMBEV

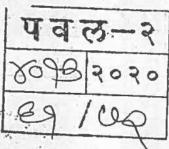
NAMBEV PANDURANG SUPAKARE

D5.01.4 983

Promenou Ascerum plucies

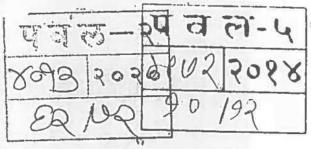
Aly P10205G'

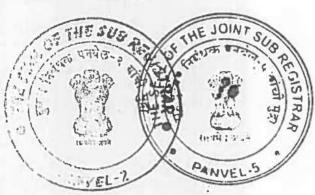
Supalities





T.





529/4972 शनिवार,19 जुलै 2014 1:11 म.नं. दस्त गोपवारा भाग-1

पवल5

दस्त क्रमांक: 4972/2014

वस्त क्रमाच पवत्र /4972/2014

वाजार भूला र 01/-

मोबदना र 00/-

गरतान मुद्रासः शत्यः र 100/-

द्रान सह ६ नि पवल5 याचे कार्यालयात व क 4972 वर दि 19-07-2014 नजी 1 08 मन वा हजर केला

पावती:5125

पावनी दिनाक, 19/07/2014

गादरकरणागचे नाव: राजेश एन लखानी - -

दस्य हजर करणाऱ्याची सहीः

7. 100.00

gistrar Panvel 5

नोंदणी फी 240.00 दस्त हाता 840.00

Sub Registrar Panvel 5

इंग्लाना प्रकार संगेशल पाँचर ऑफ अंटर्नी

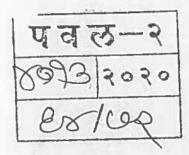
मदाक शक्क (48-व) जेव्हा इलाखा लघुवाद न्यायालय अधिनियम@1882 येखाली

शिक्ता क 1 19 / 07 / 2014 01 : 08 : 15 PM ची चळ: (मादरीकरण)

भिक्ता म 2 19 / 07 / 2014 01 : 09 : 18 PM ची वेळ: (फी)

किया वर्षे हीत आवश्यक







|--|--|

19/07/2014 1 13:14 PM

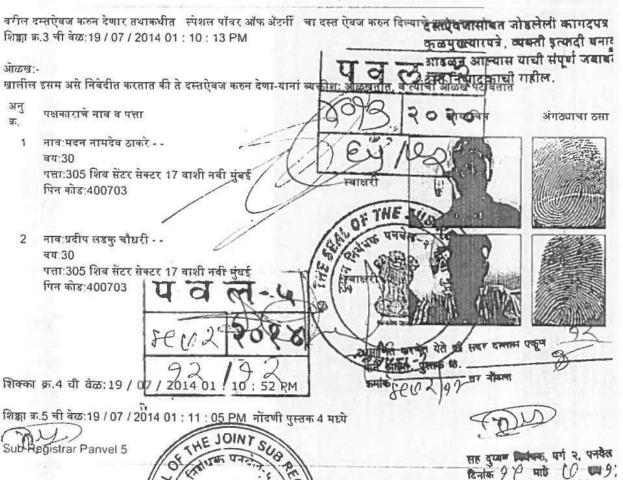
दस्त गोपवारा भाग-2

पवल5

दस्त क्रमांक:4972/2014

दस्त कमांक :पवल5/4972/2014 दस्ताचा प्रकार :-स्पेशल पॉवर ऑफ ॲटर्नी

अन् क पक्षकाराचे नाव व पत्ता पक्षकाराचा प्रकार छायाचित्र अंगठ्याचा ठसा नाव:राजेश एन लखानी - -पॉवर ऑफ़ अटॉर्नी पत्ता:-, -, 1705 दि ॲम्बिएंस कोर्ट सेक्टर 19 एपीएमसी वाशी नवी मुंबई , -, -, K.U.Bazar, वय:-32 MAHARASHTRA, THANE, Non-Government. स्वाक्षरी: पैन नंबर:ACFPL6093D कुलमुखत्यार देणार नाव:मेसर्स राजेश अँण्ड डिसोजा असोसिएट्स तर्फे भागीदार चंदर एन लखानी - -वय:-46 पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 1705 दि स्वाक्षरी:-ॲम्विएंस कोर्ट सेक्टर 19 एपीएमसी वाशी नवी मुंबई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, ठाणे. पैन नंबर:AAPFR0697D

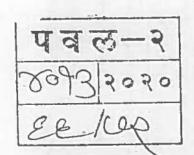


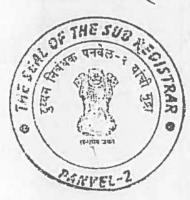
as Registrants

immediately after registration.

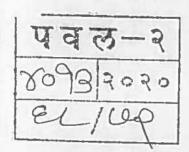
iSarita v1.3.0

Verify Scanned Document for correct
 Get print and mini-CD of scanner of





:: घोषणापत्र :: या दवारे घोषित करतो की, दुय्यम निबंधक <u>प्रताये</u> (<u>)र रिनामी</u> या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला 自信 चारि एव अस्मावी 19/07/10/4 रोजी मला कुलमुखत्यार पत्राच्या आधारे मी स्टूर्डिंग् रोजी मला कुलमुखत्यार पत्राच्या आधारे मी स्टूर्डिंग रोजी मला कुलमुखत्यार पत्राच्या आधारे मी स्टूर्डिंग रोजी भादर केला आहे.निष्पन्न करून कवुलीजबाब दिला आहे. सदर कुल्मुख्त्या देणार यांनी कुलमुखत्यारपत्र रद्द देलेले नाही किंवा कुलुमुखत्य स्पन रपत्र रद्दवातल ्यक्तीपैकी कोणत्याही कारणामुळे कुलमुखत्या मदर चे कुलमुखत्यारपत्र पूर्णपणेवैध असून अपरोक्त कृती कर् मक्षम आहे. सदर चे कथन चुकीचे आढळुन आल्यास नोंदणी अ कलम ८२ अन्वयं शिक्षेस मी पात्र राहीन याची मला पूर्ण जाणीव औ क्लम्खत्यारधारकाचे नाव व सही







#### CHE AND THE PARTY OF THE PARTY "TGÖVARIHAN TIMBULAD "

मजुश्री सदिप कोतकर Manjushree Sandip Kolkar जन्म तारीख / DOB : 07/07/1986 स्त्री / Female



3160 8042 8953

माझे आधार, माझी ओळख





क्षेत्रपुर्वे स्मारतन्यारकार "\* STENCED TERRITORING ...



, असलम अकबर पटेल Aslam Akbar Patel जन्म तारीख/ DOB: 30/11/1980 पुरुष / MALE

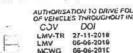


2460 2793 4016









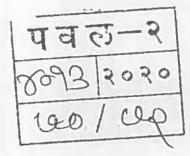


Name AJIT SUNIL BHORE
S/D/W C/SUNIL GOVIND BHORE
Add BLOG NO. 150/07000 NO. 20s/TRASIST CAMP
KAMAGAR NAGARIKURLANEHRU KAGARIEAST/
Grester Mumbai Suburban, MH
PIN 406/074
Signature & ID of
ISSuing Authority Janus



ature/Thumb ession of Floider







#### Summary 1 (GoshwaraBhag-1)

353/4013 गुरुवार,19 मार्च 2020 4:24 म.नं.

दस्त गोषवारा भाग-1

पवल2 (QA) (QA) दस्त क्रमांक: 4013/2020

दस्त क्रमांक: पवल2 /4013/2020

बाजार मुल्यः रु. 53,70,647/-

मोबदला: रु. 54,00,000/-

भरलेले मुद्रांक शुल्क: रु.3,24,000/-

दु. नि. सह. दु. नि. पवल2 यांचे कार्यालयात अ. कं. 4013 वर दि.19-03-2020 रोजी 4:22 म.नं. वा, हजर केला.

पावती:4691 पावती दिनांक: 19/03/2020 सादरकरणाराचे नाव: मंजुश्री संदिप कोतकर डॉटर ऑफ संभाजीराव गोविंदराव वळसे - -

नोंदणी फी

₹.

दस्त हाताळणी फी

30000.00

1440.00

पृष्टांची संख्या: 72

एकुण: 31440.00

Join Sr Panvel 2

Joint Sr Panyel 2

दस्ताचा प्रक्रारः करारनामा

MKeller

दस्त हजर करणाऱ्याची सही:

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

शिक्का क्रं. 1 19 / 03 / 2020 04 : 22 : 27 PM ची वेळ: (सादरीकरण)

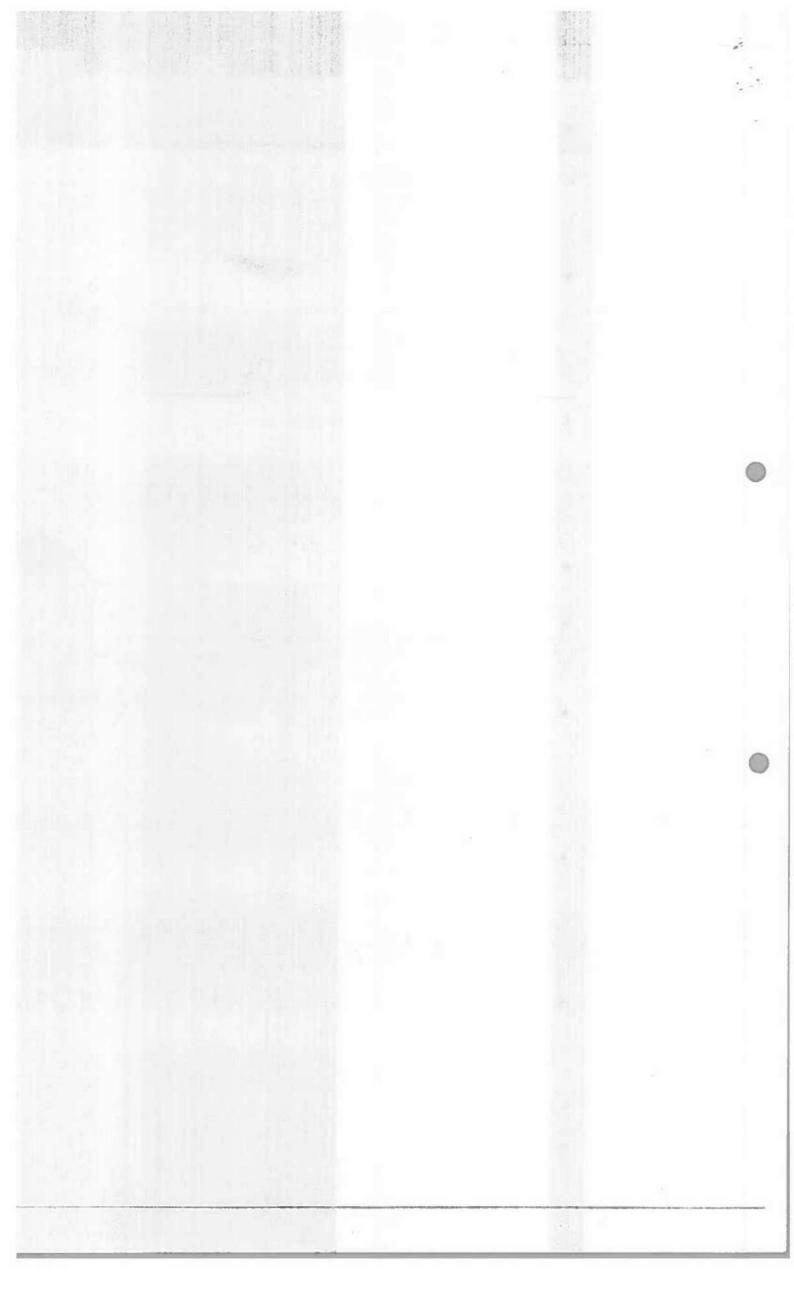
शिक्का क्रं. 2 19 / 03 / 2020 04 : 24 : 07 PM ची वेळ: (फी)

PARVEL?

दस्तऐवजासोबत जोडलेली कागदपत्रे कुळमुखत्यारपत्रे व्यक्ती इत्यादी बनाबट आढळून आल्यास याची संपूर्ण जबाबदारी दस्त निष्मदकार्या राहील

लिहुन देगार

लिहून घेणार



ELHO	ER TYLKERY OF BREEFER AND A TOTAL		RUPATRICA	दस्त गोपवारा भाग-2	पवल2		00	10	0			
19/0	3/2020 4 33:46 P			300 30 7 31 1 31 754	-	मांक:40	13/2020		7			
	क्रमांक :पवल2/4013	deservation (CA)		THE STATE OF								
रम्ता	वा प्रकार -करारनाम	ī	10 = 19.0°	Marie.								
अनु	क्र पक्षकाराचे	नाव व पत्ता		पक्षकाराचा प्रकार		द्धाया	चित्र	अगठ्याचा उसा				
	लखानी तर्फे पत्ताःप्लॉट 5, प्लॉट न- रायधर(एम	कु. मु. म्हणून नं: -, माळा नं -77, उलवे, न	ोझा अमोमिएट्स तर्फे भागीदार ६ राजेश लखानी - : -, डमारतीचे नाव: 1 मी स्टार, हे बी मुंबई., ब्लॉक नं: -, रोड नं: -,	वय :-38 विस्टर ने- स्वाक्षुरी:-	129							
	पता -, -, व महाराष्ट्र, -, Non-Gov	, गतकर मळा, -, आक.डेपो,	र डॉटर ऑफ संमाजीराव गोविंदर केंडगाव, नगर पुणे रोड, अहमदनर MAHARASHTRA, AHMED A	वय:-34 गर, नगर, स्वाक्षरी:-								
	दम्तऐबज करून देणा ज 3 ची बेळ 19 / 03		करारनामा चा दस्त ऐवज करून - २२ - ०२ PM	ा दिल्याचे कबुल करतात.								
	ल इसम असे निवेदीत इ. पक्षकाराचे नाव नाव:अजित भोरे वय:24 पत्ता:सेक्टर नं. 1 पिन कोड:4102 वय:40	व पसा  18, नवीन पन 06 क्वर पटेल , कांचनगंगा ग	मी.एच.एस.,सेक्टर मं. 7, खांदा कं स्	All or state of	पटिवतात	द्धाया (	चित्र 	эл сч С	चा उमा			
Join	कि.4 ची वेळ:19 ar Panvel 2 ment Details.	1930	h mil al	12	आहेत, पुस्त	कक्र.	ते, सदर दस्तास ए प्रमास नो		20			
sr.	Purchaser	Туре	Verification not Vendor	GRN/Licence	Amount	संस्कृत स्थाव	प्रकृतिसम्बद्धाः विभावे १०	2, 4	खिस <b>्</b> र मृथ्ड२०			
1	MANJUSHREE SANDIP KOTKAR	eChallan	69103332020031910947	MH013633796201920E	324000.00	SD	000698084420	7	19/03/2020			
2	MANJUSHREE SANDIP KOTKAR	eChallan		MH013633796201920E	30000	RF	000698084420	1920	19/03/2020			
3		DHC		1903202009568	1440	RF	190320200956	8D	19/03/2020			
SD	Stamp Duty] [RF	:Registrati	on Fee] [DHC: Document	Handling Charges]			AMASSI PARTIES AND A	1				

Know Your Rights as Registrants

Verify Scanned Document for correctness through thumbnail (4 pages on a side) printout after scanning.
 Get print immediately after registration.

4013 /2020

