

369/1835

पावती

Original/Duplicate

Saturday, February 17, 2018

नोंदणी क्र.: 39म

5:34 PM

Regn.: 39M

पावती क्र.: 2307 दिनांक: 17/02/2018

गावाचे नाव: कांजूर

दस्तऐवजाचा अनुक्रमांक: करल1-1835-2018

दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: सारीका जितेंद्र भोसले

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 5440.00

पृष्ठांची संख्या: 272

DELIVERED

एकूण:

रु. 35440.00

बाजार मूल्य: रु.9012568.95 /-

मोबदला रु.10196763/-

भरलेले मुद्रांक शुल्क : रु. 510000/-

मुक्त दस्ता व थमनेल प्रिन्ट मिळाली

सह. दुय्यम निबंधक
कुर्ला-१ (वर्ग-२)

1) देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH010750008201718R दिनांक: 17/02/2018

बँकेचे नाव व पत्ता: IDBI

2) देयकाचा प्रकार: By Cash रक्कम: रु 5440/-

Hot Payment Successful. Your Payment Confirmation Number is 129570894



CHALLAN			
MTR Form Number - 6			
GRN NUMBER	MH010750008201718R	BARCODE	Form ID : Date: 16-02-2018
Department	IGR	Payee Details	
Receipt Type	RE	Dept. ID (If Any)	
Office Name	IGR197-KRL1 JT SUB REGISTRAR KURLA NO 1 Location	PAN No. (If Applicable)	PAN-BMNPB4302A
Year	Period: From : 16/02/2018 To : 31/03/2099	Full Name	SARIKA JITENDRA BHOSALE
Object	Amount in Rs.	Flat/Block No, Premises/ Bldg	FLAT NO T2 3303 33rd FLOOR
0030045501-75	510000.00	Road/Street, Area /Locality	CITRUS RUNWAL FORESTS
0030063301-70	30000.00	Town/ City/ District	L B S MARG BHANDUP W MUMBAI Maharashtra
	0.00	PIN	4 0 0 0 7 8
	0.00	Remarks (If Any)	<div style="border: 2px solid black; padding: 5px; display: inline-block;"> <p style="font-size: 1.2em; margin: 0;">करल - १</p> <p style="font-size: 1.2em; margin: 0;">०८३५</p> <p style="font-size: 1.2em; margin: 0;">३</p> <p style="font-size: 1.2em; margin: 0;">२०१६</p> </div>
	0.00		
	0.00		
	0.00		
	0.00		
	0.00		
Total	540000.00	Amount in words	Rupees Five Lakhs Forty Thousand Only
Payment Details: IDBI NetBanking Payment ID : 154533542		FOR USE IN RECEIVING BANK	
Cheque- DD Details:		Bank CIN No : 69103332018021651398	
Cheque- DD No.		Date	16-02-2018
Name of Bank	IDBI BANK	Bank-Branch	
Name of Branch		Scroll No.	



Bhosale

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AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") is made at Mumbai this 17 day of February, 2018

Pragati Bhosale

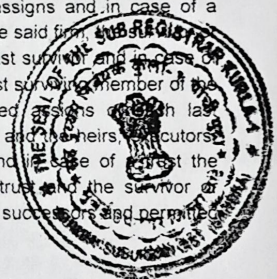
BETWEEN

WHEELABRATOR ALLOY CASTINGS LIMITED, a Company incorporated under the provisions of the Companies Act, 1956 having its Corporate office at Runwal & Omkar Esquare, 4th Floor, Opp Sion Chunabhathi Signal, off Eastern Express Highway, Sion (E) Mumbai- 400 022 through its duly Authorized Signatory Mr. SOHIT D. BAJPAI authorized under Board Resolution/ POA dated 01-JUL-17 hereinafter referred to as the "Promoter" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **ONE PART**;

Pragati Bhosale

AND

SARIKA JITENDRA BHOSALE, having his/her/their address at **C/12, ROOM NO. 14, SAHYADRI NAGAR, CHARKOP, KANDIVILI (WEST), MUMBAI - 400067**, hereinafter referred to as "**the Allottee**", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, and in case of survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of each last surviving member of the co-parcenary and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate/company its successors and permitted assigns) of the **OTHER PART**



WHEREAS:

- A. By diverse deeds and documents M/s Neosym Industry Ltd., (formerly known as The Indian Smelting and Refining Co. Ltd.) ("**Neosym**") was seized, possessed of and otherwise well and sufficiently entitled to all that pieces and parcels of land admeasuring about 61,665.60 square meters, bearing CTS Nos. 596, 596/1-6, 597, 597/1-7, 598, 598/1-3, 599A, 599A/1-81, 601, 602, 602/1-9, 603, 604, 605, 605/1-17, 606, 606/1-83, 607A, 607/1-31 and 607D situated at Village Kanjur, Taluka Kurla within the Registration District and Sub-District of Mumbai City and Mumbai Suburban together with the buildings and other structures standing thereon, lying being and situate at Lal Bahadur Shastri Marg, Bhandup (West), Mumbai-400078 and more particularly described in the **First Schedule** hereunder written (hereinafter referred to as the "**Larger Land**") and delineated in Blue colour boundary line on plan annexed hereto and marked as **Annexure "A"**.
- B. By and under a Deed of Transfer of Undertaking dated 1st August, 2012 ("**the DTU**") executed between Neosym of the One Part and the Promoter of the Other Part and registered with the office of the Sub-Registrar of Assurances at Kurla under Serial

Pragati Bhosale

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No. BDR-3/7504 of 2012
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the Promoter purchased and acquired from Neosym the Larger Land for the consideration and on the terms and conditions set out therein.

By virtue of the DTU, the Promoter is absolutely seized and possessed of or otherwise well and sufficiently entitled to the Larger Land.

D. On an application made by the Promoter, the Government of Maharashtra vide its orders dated 11th July, 2013 and 4th March 2014, permitted the Promoter to close down the factory and also vide order dated 20th August, 2013, the Commissioner of Labour, Govt of Maharashtra has issued a no-objection certificate (NOC) in respect of the development of the Larger Land.

E. The Municipal Corporation of Greater Mumbai ("MCGM") has changed the user of the Larger Land from Industrial to Residential / Commercial purposes by its letter bearing reference No. CHE/31275/DPES dated 15th January 2014.

F. The details with respect to the litigations pending with respect to the Larger Land are annexed hereto and marked as **Annexure "B"** and the encumbrances affecting the Larger Land are annexed hereto and marked as **Annexure "C"**

G. By virtue of the aforesaid, the Promoter is entitled to construct buildings on the Larger Land and is undertaking the development of the Larger Land in a phase-wise manner.

H. The Promoter is now developing/redeveloping 3 (Three) towers/wings of a building known as Tower No. 1 [Tower 1 shall consist of two buildings i.e., Palm & Citrus], Tower No. 2 (Pine) and Tower No. 4 (Oak) on a portion of the Larger Land measuring 18,476 square metres (plinth area) ("**the said Land**") (the said Land is more particularly described in the **Second Schedule** hereunder written, and delineated in Yellow colour boundary line and the 3 (three) towers/wings are washed in Yellow colour boundary line on the plan annexed hereto and marked as **Annexure "A"**) as a phase of the Whole Project (as defined below) and proposed as a "real estate project" by the Promoter and has been registered as a 'Real Estate Project' ("**the Real Estate Project**") with the Real Estate Regulatory Authority ("**Authority**"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("**RERA**") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("**RERA Rules**"). The Authority has duly issued a Certificate of Registration bearing No. **P51800000818** dated **23rd July 2017** ("**the RERA Certificate**") for the Real Estate Project and a copy of the RERA Certificate is annexed and marked as **Annexure "D"** hereto.

I. The Allottee has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/its Advocates and Planning and Architectural consultants. The Allottee has agreed and consented to the development of the Larger Land. The Allottee has also examined all documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.

J. The principal and material aspects of the development of the Real Estate Project as sanctioned under the RERA Certificate, are briefly stated below:

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- (i) The Real Estate Project consists of 3 (Three) Wings which has Tower No. 1 (Wing-1) [Tower 1 shall consist of two buildings i.e., Palm & Citrus] Tower No. 3 (Wing-2) (Pine) and Tower No. 4 (Wing-3) (Oak);
- (ii) The details of each tower/wing are as followings:
- Tower No. 1 (Wing-1) [Tower 1 shall consist of two buildings i.e., Palm & Citrus] of the Real Estate Project is proposed to be up to 44 No. of slabs of super structures (proposed 42 habitable floors each), of which habitable floors sanctioned are as per approval attached hereby and;
 - Tower No. 3 (Wing-2) (Pine) of the Real Estate Project is proposed to be up to 44 No. of slabs of super structures (proposed 42 habitable floors), of which habitable floors sanctioned are as per approval attached hereby ; and;
 - Tower No. 4 (Wing-3) (Oak) of the Real Estate Project is proposed to be up to 42 No. of slabs of super structures (proposed 40 habitable floors), of which habitable floors sanctioned are as per approval attached hereby.
- (iii) The Real Estate Project shall comprise units/premises consisting of apartments and flat/s and tenement/s as per the details provided in the **Third Schedule** hereunder written;
- (iv) Total FSI of 50,050.87 square metres has been proposed for consumption in the construction and development of the Real Estate Project to be consumed in the following manner:
- The total FSI of 16500.46 square metres has been proposed for consumption in the construction and development of Tower No.1 [Tower 1 shall consist of two buildings i.e., Palm & Citrus] of the Real Estate Project. The Promoter shall eventually consume the total FSI of **16,500.46 square metres** in the construction and development of Tower No. 1 (Palm & Citrus) as per the terms of sanction and approval that may be granted from time to time
 - The total FSI of 16500.46 square metres has been proposed for consumption in the construction and development of Tower No. 3 (Pine) of the Real Estate Project. The Promoter shall eventually consume the total FSI of **16,500.46 square metres** in the construction and development of Tower No.3 (Pine); as per the terms of sanction and approval that may be granted from time to time and
 - The total FSI of 17,049.95 square metres has been proposed for consumption in the construction and development of Tower No. 4 (Oak) of the Real Estate Project. The Promoter shall eventually consume the total FSI of **17,049.95 square metres** in the construction and development of Tower No. 4 (Oak) as per the terms of sanction and approval that may be granted from time to time.
- (v) The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee and are listed in the **Fourth Schedule** hereunder written ("**Real Estate Project Amenities**").

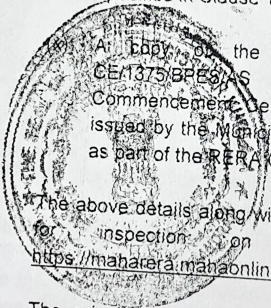


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करल	(vi) The common areas, facilities and amenities in the Whole Project that may be usable by the Allottee and are listed in the Fifth Schedule hereunder written ("Whole Project Amenities") which may be used by the Allottee after the proposed development of the Larger Land is completed.
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(viii) The Promoter shall be entitled to designate any spaces/areas in the Real Estate Project (including on the terrace and basement levels of the Real Estate Project) for Third Party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the Allottee and other allottees of apartments/flats in the Real Estate Project and/or other allottees in the Whole Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc.

(ix) The details of formation of the Society, and, conferment of title upon the Society with respect to the Real Estate Project, are more particularly specified in Clause 13 below.



At copy of the Intimation of Disapproval (IOD) bearing No. CE/1375/BPE/S dated 6th September, 2014 and the updated Commencement Certificate (CC) bearing No. CHE/ES/1458/S/337(NEW) issued by the Municipal Corporation of Greater Mumbai, are also included as part of the RERA Certificate at Annexure "D" hereto.

The above details along with the annexes to the RERA Certificate, are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.

K. The principal and material aspects of the development of the Larger Land ("Whole Project") as disclosed by the Promoter are briefly stated below:-

- (i) The area of the Larger Land to be developed in a phase-wise manner is 61,665.60 square metres.
- (ii) The area of the Proposed Real Estate Project is total FSI of 50,050.87 square metres (including sanctioned/ consumed and proposed FSI).
- (iii) Subject to the receipt of approvals/ sanctions from the Municipal Corporation of Greater Mumbai and / or other Competent Authority(ies), the Promoter further proposes to construct 9 (nine) new Wings in addition to the Real Estate Project on a portion of the Larger Land by consuming proposed FSI of approximately 1,59,414.03 square metres ("Proposed Wing").
- (iv) The Allottee has perused a copy of the Proposed Layout Plan ("Proposed Layout") which specifies, inter alia, the location of the new/future/further buildings/towers/wings to be built on the Larger Land, together with a draft proforma specifying the proposed total FSI proposed to be utilized on the

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law from time to time.

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- (xiv) The Promoter would be entitled to aggregate any contiguous land parcel with the development of the Larger Land, as provided under the Proviso to Rule 4(4) of the RERA Rules, as amended from time to time.
- (xv) The Promoter is entitled to amend, modify and/or substitute the Proposed Future and Further Development of the Larger Land (defined below), in full or in part, as may be required by the applicable law from time to time.
- (xvi) The Promoter will be entitled to develop the Larger Land itself or in joint venture with any other person and will also be entitled to mortgage and charge the Larger Land and the structures to be constructed thereon from time to time.

The above details and further aspects of the proposed future and further development of the Larger Land, are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in> and are annexed with the RERA Certificate at Annexure "D" hereto ("**Proposed Future and Further Development of the Larger Land**").

- L. The Allottee/s is/are desirous of purchasing a residential premises / flat bearing No. **3303** on the **33rd** floor of Tower/Wing **T2(CITRUS)** of the Real Estate Project (hereinafter referred to as the "**said Premises**").
- M. The Promoter has entered into standard Agreement/s with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.
- N. The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Real Estate Project shall be under the professional supervision of the Architect and the structural Engineer (or any suitable replacements / substitutes thereof) till the completion of the Real Estate Project.
- O. The Promoter has the right to sell the said Premises in the Real Estate Project to be constructed by the Promoter, and, to enter into this Agreement with the Allottee of the Premises and to receive the sale consideration in respect thereof.
- P. On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the Larger Land, and the plans, designs and specifications prepared by the Promoter's Architects, Messrs Aakar Architects & Consultants and of such other documents as are specified under the RERA and the Rules and Regulations made thereunder, including *inter-alia* the following: -
- All approvals and sanctions issued by the competent authorities for the development of the Real Estate Project and the Whole Project including layout plans, building plans, floor plans, change of user permissions, IOD, C.C., Parking Plans, Traffic NOC, MOEF EC, MCZMA NOC etc. and such other documents as required under Section 11 of RERA;
 - All title documents by which the Promoter has acquired the right and entitlement to develop the Larger Land viz. diverse deeds and documents whereby Neosym acquired the Larger Land and Deed of Transfer of Undertaking dated 1st August, 2012.
 - All the documents mentioned in the Recitals hereinabove;



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Larger Land ("Proposed Potential"). The Proposed Wings are washed in Grey colour boundary line on the plan annexed hereto and marked as Annexure "A".

- (v) As mentioned in the Recitals above, the Whole Project Amenities that may be usable by the Allottees are detailed in the Fifth Schedule hereunder written.
- (vi) The Proposed common areas and facilities, including Podium, Club-House, Swimming-Pools, Gymnasiums etc. shall be available to and usable by the allottees/occupants, as and when handed over, of the Whole Project.
- (vii) The Promoter shall be entitled to designate any spaces/areas in the Proposed Wing of the Whole Project (including on the terrace and basement levels of such towers comprised in the Whole Project) for third party service providers, for facilitating provision and maintenance of utility services (such as power, water, drainage and radio and electronic communication) to be availed by the other allottees in the Whole Project. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method. For this purpose, the Promoter may lay and provide the necessary infrastructure such as cables, pipes, wires, meters, antennae, base sub-stations, towers etc.
- (viii) The scheme and scale of development proposed to be carried out by the Promoter on the Larger Land will be as set out in the Proposed Layout, as amended from time to time;
- (ix) The Promoter shall be entitled to put hoarding/boards of their Brand Name in the form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Land and on the facade, terrace, compound wall or other part of the buildings/towers/wings as may be developed from time to time. The Promoter shall also be entitled to place, select, decide hoarding/board sites and be entitled to a full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the logo/signs.
- (x) The Promoter shall be entitled to confer title of a particular tower/wing to such Other Societies, as mentioned at Clause 13 below.
- (xi) The details of formation of the Apex Body, and, conferment of title upon the Apex Body with respect to the Larger Land and all common areas, facilities and amenities, basements, podiums and other spaces and areas on the Larger Land are more particularly specified in Formation of the Apex Body Clause below.
- (xii) The statutory approvals mandatorily require the Promoter to hand over certain stipulated percentage of the Larger Land to the concerned authorities or develop the same as public amenities. The Promoter shall determine and identify the portion and location of the Larger Land to be handed over for complying with the terms and conditions of statutory approvals. The portion of the Larger Land remaining after handing over the stipulated percentage if any, to the MCGM or any other statutory authority and/or after developing public amenities, would be available for transferring to the Apex Body. A list of the amenities and reservations affecting the Larger Land is set out in the Proposed Layout.
- (xiii) The nature of development of the Larger Land will be phase wise and would constitute a mixture of users as may be permissible under applicable

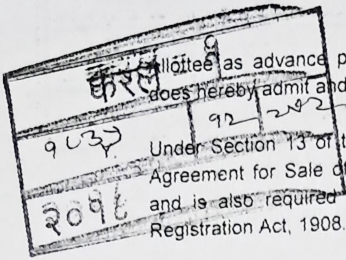
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- (iv) Title Certificate M/s Kanga & Company, Advocates & Solicitors and Mr. S.K. Dubey Advocate, High Court ("Title Certificate"), certifying the right/entitlement of the Promoter, copies whereof are annexed hereto and collectively marked as **Annexure "E"**; and
- (v) The certified true copies of the Property Register Card for the Larger Land, which are annexed hereto and marked as **Annexure "F"**.
- Q. An authenticated copy of the plan of the Premises, is annexed and marked as **Annexure "G"** hereto.
- R. While sanctioning the plans, approvals and permissions as referred to hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the Real Estate Project and upon due observance and performance of which only, the Occupation Certificate and Building Completion Certificate in respect of the Real Estate Project shall be granted by the competent authority.
- S. Further, (i) the requisite approvals and sanctions, for the development of the Real Estate Project from the competent authorities are obtained and are being obtained and (ii) all approvals and sanctions from other relevant statutory authorities as may be required for the development of the Real Estate Project are applied for and/or process of being obtained and/or obtained by the Promoter.
- T. The Promoter has accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove.
- U. Prior to execution of this Agreement, the Allottee has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is satisfied with respect to, (i) the title of the Promoter to develop the Real Estate Project and the Whole Project, and such title being clear and marketable; (ii) the approvals and permissions (including IOD and CC) obtained till date and (iii) the Promoter's entitlement to develop the Real Estate Project and the Whole Project and to construct the Real Estate Project thereon as mentioned in this Agreement including in the Recitals above and applicable law and sell the premises therein. The Allottee undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm that the Allottee has/have the financial capability to consummate the transaction.
- V. The carpet area of the said Premises as defined under the provisions of RERA, is **43.79** square metres plus square metres balcony area, if any.
- W. 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 this Agreement on the terms and conditions appearing hereinafter.
- X. The Promoter has agreed to sell to the Allottee and the Allottee has agreed to purchase and acquire from the Promoter, the said Premises, at or for the price of **Rs.10196763/- (Rupees One Crore One Lakh Ninety Six Thousand Seven Hundred Sixty Three Only)** and upon the terms and conditions mentioned in this Agreement ("**Sale Consideration**"). Prior to the execution of these presents, the Allottee has paid to the Promoter a sum of **Rs.1009480/- (Rupees Ten Lakhs Nine Thousand Four Hundred Eighty Only)**, being part payment of the Sale Consideration of the Premises agreed to be sold by the Promoter to the



Signature
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Allottee as advance payment (the payment and receipt whereof the Promoter does hereby admit and acknowledge).

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

- Z. In accordance with and subject to the terms and conditions set out in this Agreement, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase and acquire, the Premises and the parking as set out herein below.
- AA. The list of Annexures attached to this Agreement are stated hereinbelow,-

Annexure "A"	(Plan demarcating (i) the Larger Land in Blue colour boundary line, (ii) the said Land in Yellow colour boundary line and (iii) the towers/wings <u>T2</u> of the Real Estate Project washed in Yellow colour.
Annexure "B"	Details of Litigation in Larger Land
Annexure "C"	List of Encumbrances in Larger Land
Annexure "D"	RERA Certificate & Copy of IOD & CC.
Annexure "E"	Title Certificate issued by Advocates
Annexure "F"	Certified true copy of Property Register Card/Larger Land
Annexure "G"	Plan of the said premises
Annexure "H"	Payment schedule

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

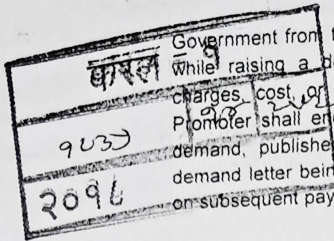
1. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same have been set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience, and are not intended in derogation of RERA.
2. The Promoter shall construct the Real Estate Project being the 3 (three) Towers/Wings known as Tower No. 1 (Wing-1) [Tower 1 shall consist of two buildings i.e. Palm & Citrus], Tower No. 3 (Wing-2) (Pine), and Tower No. 4 (Wing-3) (Oak), each Tower/Wing consisting of such floors as set out in the Recitals above and the Third Schedule hereunder written in accordance with the plans, designs and specifications as referred hereinabove, and as approved by the MCGM from time to time. The Real Estate Project shall have the common areas, facilities and amenities that may be usable by the Allottee and are listed in the Fourth Schedule hereunder written.

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

3. **Purchase of the Premises and Sale Consideration:**

- (i) The Allottee hereby agrees to purchase and acquire from the Promoter, and the Promoter hereby agrees to sell to the Allottee, the said Premises bearing No. 3303 of the 1.5 BHK type admeasuring 43.79 square metres carpet area plus : square metres balcony area as per RERA on the 33rd

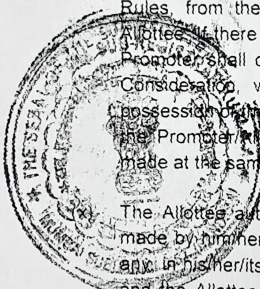
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Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order / rule / regulation / demand, published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

(viii) It is agreed between the parties that in the event the Allottee/s has/have availed of the benefit of any subvention scheme or any other scheme as may have been made available to the Allottee, the terms and conditions of such scheme including the subvention scheme and any letters, NOCs, Indemnity Bonds, Deeds, Agreements/Tripartite Agreements, MOUs, etc. as may have been executed between the Promoter and the concerned Banks/Financial Institutions shall apply and the Allottee/s shall comply with the same. The Promoter shall also be authorized to take such steps under the schemes and documents executed in that regard, as deemed fit by the Promoter.

(ix) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said Tower/Wing is complete and the Occupation Certificate is granted by the MCGM, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three per cent). The total Sale Consideration payable on the basis of the carpet area of the Premises, shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit of 3%, then, the Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee towards Sale Consideration, which shall be payable by the Allottee prior to taking possession of the Premises. It is clarified that the payments to be made by the Promoter/Allottee, as the case may be, under this Clause shall be made at the same rate per square meter as agreed in this clause 3.



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/its 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/her/its payments in any manner.

(xi) On a written demand being made by the Promoter upon the Allottee with respect to a payment amount (whether Sale Consideration or any other amount payable in terms of this Agreement), the Allottee shall pay such amount to the Promoter, within 7 (seven) days of the Promoter's said written demand, without any delay, demur or default.

(xii) If the Allottee enters into any loan/financing arrangement with any bank/financial institution, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, in the same manner detailed in this Clause 3 and in Clause below (which will not absolve Allottee of its responsibilities under this Agreement).

(xiii) The Promoter shall be entitled to securitise the Sale Consideration and other amounts payable by the Allottee under this Agreement (or any part thereof), in the manner permissible under RERA, in favour of any persons

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including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Sale Consideration and other amounts payable by the Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee shall be required to make payment of the Sale Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated.

4. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the MCGM or any other authority at the time of sanctioning the plans of the Real Estate Project or thereafter and shall, before handing over possession of the said Premises to the Allottee, obtain from the MCGM, the Occupation Certificate or Completion Certificate in respect of the said Premises, as may be applicable.
5. Time is of the essence of this Agreement for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Premises and handing over the Premises to the Allottee after receiving the Occupation Certificate in respect thereof and the common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee and are listed in the Fourth Schedule hereunder written. Similarly, the Allottee shall make timely payments of all instalments of the Sale Consideration and other dues payable by him/her/it and meeting, complying with and fulfilling all its other obligations under this Agreement.

6. **FSI, TDR and development potential with respect to the said Tower/Block on the said Land:**

The Allottee hereby agrees, accepts and confirms that the Promoter proposes to develop the Real Estate Project (including by utilization of the full development potential) in the manner more particularly detailed in the Recitals above and all the plans and specifications pertaining thereto and the Allottee has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.



7. **FSI, TDR and development potential with respect to the Proposed Future and Further Development of the Larger Land/ Whole Project:**

The Allottee hereby agrees, accepts and confirms that the Promoter proposes to develop the Whole Project of the Larger Land (by utilization of the full development potential) and develop the same in a phase-wise manner and undertake multiple real estate projects therein in the manner more particularly detailed in the Recitals above and as depicted in the layout plans, proformas and specifications at **Annexure "A"** hereto constituting the Proposed Layout and the proposed potential and the Allottee has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard. It is further agreed between the parties that any unutilized/balance FSI of the said Real Estate Project shall be transferred/utilized in another phase/cluster of the proposed Real Estate Project of the Larger Land.

8. **Possession Date, Delays and Termination:**

- (i) The Promoter shall give possession of the Premises to the Allottee on or before **30th May 2020** ("**Possession Date**"). Provided however, that the Promoter shall be entitled to extension of time for giving delivery of the Premises on the Possession Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors: -

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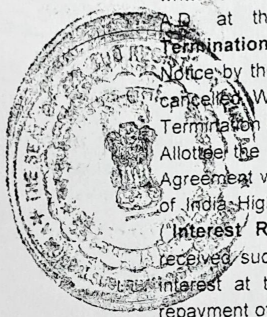
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- (a) Any force majeure events;
 order, rule, notification of the Government and/or other
 public or competent authority/court;
 Any stay order / injunction order issued by any Court of Law,
 competent authority, MCGM, statutory authority;
 Any other circumstances that may be deemed reasonable by the
 Authority.

(ii) If the Promoter fails to abide by the time schedule for completing the said Real Estate Project and for handing over the said Premises to the Allottee on the Possession Date (save and except for the reasons as stated in Clause 8(i) above), then the Allottee shall be entitled to either of the following options: -

(a) call upon the Promoter by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("Interest Notice"), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon for every month of delay from the Possession Date ("the Interest Rate"), on the Sale Consideration paid by the Allottee. The interest shall be paid by the Promoter to the Allottee till the date of offering to hand over of the possession of the said Premises by the Promoter to the Allottee; OR

(b) the Allottee shall be entitled to terminate this Agreement by giving a written notice to the Promoter by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("Allottee Termination Notice"). On the receipt of the Allottee Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within a period of 30 days from the date of receipt of the Termination Notice by the Promoter, the Promoter shall refund to the Allottee the amounts already received by the Promoter under this Agreement with interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("Interest Rate") to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Promoter (as stated in this clause), the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or car park and the Promoter shall be entitled to deal with and/or dispose of the said Premises and/or the car park in the manner it deems fit and proper.



- (iii) In case the Allottee elects its remedy under sub-clause (ii) (a) above then in such a case the Allottee shall subsequently not be entitled to the remedy under sub-clause (ii) (b) above.
- (iv) If the Allottee fails to make any payment on the stipulated date/s and time/s as required under this Agreement, then, the Allottee shall pay to the Promoter interest at the Interest Rate, on all and any such delayed payments computed from the date such amount was due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate.
- (v) Without prejudice to the right of the Promoter to charge interest at the

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Interest Rate mentioned at Clause above, and any other rights and remedies available to the Promoter, either (a) on the Allottee committing default in payment on a due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) and/or (b) the Allottee committing three defaults of payment of instalments of the Sale Consideration, the Promoter shall be entitled, at its own option and discretion, to terminate this Agreement, without any reference or recourse to the Allottee. Provided that, the Promoter shall give a notice of 15 (fifteen) days in writing to the Allottee ("**Default Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with interest thereon computed at the Interest Rate, then at the end of the period specified in the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee ("**Promoter Termination Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee. On the receipt of the Promoter Termination Notice by the Allottee, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this sub-clause, the Promoter shall be entitled to forfeit 5% percentage of the Sale Consideration ("**Forfeiture Amount**") as and by way of agreed genuine pre-estimate of liquidated damages. Within a period of 30 (thirty) days of the Promoter Termination Notice, the Promoter shall after deduction of the Forfeiture Amount, refund the balance amount of the Sale Consideration to the Allottee. Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or park and the Promoter shall be entitled to deal with and/or dispose of the said Premises and/or car parks in the manner it deems fit and proper.



- (vi) It is further agreed between the Promoter and the Allottee that in case of termination/cancellation of this Agreement, due to any reasons whatsoever, if the Promoter suffers any loss, costs etc. on account of non-adjustment of taxes paid earlier on the sale of the said Premises in terms of the prevailing law, then the said loss, costs etc. shall be adjusted/recovered from any amount refundable/payable to the Allottee by the Promoter and accordingly the balance amount, if any, only shall be refunded/ paid to the Allottee.
- 9. The common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee are listed in the Fourth Schedule hereunder written. The common areas, facilities and amenities in the Whole Project that may be usable by the Allottee are listed in the Fifth Schedule hereunder written. The internal fitting and fixtures in the said Premises that shall be provided by the Promoter are listed in the **Seventh Schedule** hereunder written.
- 10. **Procedure for taking possession:**
 - (i) Upon obtainment of the Occupancy Certificate from the MCGM and upon payment by the Allottee of the requisite instalments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the said Premises to the Allottee in writing ("**Possession Notice**"). The Allottee agrees to pay the maintenance charges as determined by the Promoter or the Society,

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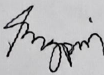
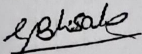
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as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the Occupancy Certificate of the Real Estate Project, provided the Allottee has made payment of the requisite instalments of the Sale Consideration and all other amounts due and payable in terms of this Agreement.

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

- (iii) Upon receiving the Possession Notice from the Promoter as per Clause 10(i) above, the Allottee shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Allottee. Irrespective of whether the Allottee takes or fails to take possession of the Premises within the time provided above in this Clause, the Allottee shall continue to be liable to pay maintenance charges and all other charges with respect to the Premises, as applicable and as shall be decided by the Promoter.
- (iv) Within 15 (fifteen) days of receipt of the Possession Notice, the Allottee shall be liable to bear and pay his/her/its proportionate share i.e. in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project and Larger Land including *inter-alia*, local taxes, betterment charges, GST, other indirect taxes of every nature, or such other levies by the MCGM or other concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project and/or the Larger Land. Until the Society is formed and the Society Conveyance is duly executed and registered, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at its sole discretion. The Allottee further agrees that till the Allottee's share is so determined by the Promoter at its sole discretion, the Allottee shall pay to the Promoter provisional monthly contribution of **Rs. 4500/- (Rupees Four Thousand Five Hundred Only)** per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and shall remain with the Promoter until the Society Conveyance is duly executed and registered. On execution of the Society Conveyance, the aforesaid deposits less any deductions as provided for in this Agreement, shall be paid over by the Promoter to the Society.

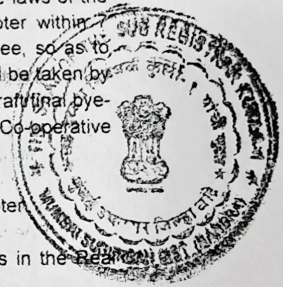
11. If within a period of 5 (five) years from the date of handing over the said Premises to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Premises or the said Tower/Wing or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in 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 RERA. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the willful default and/or negligence of the Allottee and/or any other allottees in the Real Estate Project or by wear and tear in regular course.
12. The Allottee shall use the said Premises or any part thereof or permit the same to be used only for residential purpose. The Allottee shall use the car parking space only for purpose of parking vehicle.

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13. Formation of the Society and Other Societies:

- (i) Upon 51% of the total number of units/premises in the Real Estate Project being booked by allottees, the Promoter shall submit an application to the competent authority to form a co-operative housing society to comprise solely of the Allottee and other allottees of units/premises in the Real Estate Project, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules.
- (ii) The Allottee shall, along with other allottees of premises/units in the Real Estate Project, join in forming and registering a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules thereunder and in accordance with the provisions of the RERA and RERA Rules, in respect of the Real Estate Project in which the allottees of the premises in the Real Estate Project alone shall be joined as members ("the Society").
- (iii) For this purpose, the Allottee shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Promoter within (seven) days of the same being made available to the Allottee, so as to enable the Promoter to register the Society. No objection shall be taken by the Allottee if any changes or modifications are made in the draft final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.
- (iv) The name of the Society shall be solely decided by the Promoter.
- (v) The Society shall admit all purchasers of flats and premises in the Real Estate Project as members.
- (vi) The Promoter shall be entitled, but not obliged to, join as a member of the Society in respect of unsold premises in the Real Estate Project, if any. Post execution of the Society Conveyance, the Promoter shall continue to be entitled to such unsold premises and to undertake the marketing etc. in respect of such unsold premises. The Promoter shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees / charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Society/Apex Body for the sale / allotment or transfer of the unsold areas in the Real Estate Project or elsewhere, save and except the municipal taxes at actuals (levied on the unsold premises) and a sum of Rs.1000/- (Rupees One Thousand only) per month in respect of each unsold premises towards the outgoings.
- (vii) Post execution of the Society Conveyance, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.
- (viii) Upon 51% of allottees of premises/units in the other real estate projects to be developed on the Larger Land having booked their respective premises/units, the Promoter shall submit application/s to the competent



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authorities to form a co-operative housing society, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules ("Other Societies"). The Promoter shall similarly undertake the necessary steps for formation of the Other Societies in which the allottees of the premises/units comprised in the other real estate projects comprised in the Larger Land shall become members, in accordance with the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder and the RERA and RERA Rules.

- (ix) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society and/or Other Societies, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the respective Society/Other Societies and their respective members/intended members including the Allottee, as the case may be, and the Promoter shall not be liable toward the same.

14. Conveyance to the Society and Other Societies:

- (i) On or before 30th May 2020 or within 3 months from the date of issuance of the full Occupation Certificate or the full Completion Certificate with respect to the Real Estate Project, whichever is later or latest, or as may be prescribed by the applicable laws, the Real Estate Project with the common areas, facilities and amenities described in the Fourth Schedule hereunder written shall be conveyed to the Society vide a registered indenture of conveyance, provided however that the basements, podium and stairs shall be retained by the Promoter and shall not be conveyed to the Society ("Society Conveyance"). The Society shall be required to join in execution and registration of the Society Conveyance. The costs, expenses, charges, levies and taxes on the Society Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Society alone. Post the Society Conveyance, the Society shall be responsible for the operation and management and/or supervision of the Real Estate Project including any common areas facilities and amenities and the Promoter shall not be responsible for the same.
- (ii) The Promoter shall execute and register similar conveyances to the Other Societies with respect to their respective real estate project.

15. Formation of the Apex Body:

- (i) Within a period of 3 months of obtainment of the Occupation Certificate or full completion certificate of the last real estate project in the layout of the Larger Land and the Whole Project, whichever is later, the Promoter shall submit application/s to the competent authorities to form a federation of societies comprising the Society and Other Societies, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rules ("Apex Body").
- (ii) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Apex

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Body, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates/Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Apex Body and its members/intended members, and the Promoter shall not be liable toward the same.

16. **Conveyance of the Larger Land to the Apex Body:**

- (i) Within a period of 3 (three) months of registration of the Apex Body, the Promoter and Apex Body shall execute and register an Indenture of Conveyance whereby the Promoter shall convey all its right, title and interest in the land comprised in the Larger Land and in all areas, spaces, common areas, facilities and amenities in the Larger Land that are not already conveyed to the Society/Other Societies, in favour of the Apex Body ("**Apex Body Conveyance**").
- (ii) The Apex Body shall be required to join in execution and registration of the Apex Body Conveyance. The costs, expenses, charges, levies and taxes on the Apex Body Conveyance and the transaction contemplated thereby including stamp duty and registration charges shall be borne and paid by the Apex Body alone. Post the Apex Body Conveyance, the Apex Body shall be responsible for the operation and management and/or supervision of the Larger Land including any common areas facilities and amenities and the Promoter shall not be responsible for the same.

17. The Allottee shall, before delivery of possession of the said Premises in accordance with Clause 8 above, deposit the following amounts with the Promoter, -

- (i) **Rs.651/-** for share money, application entrance fee of the Society and Apex Body;
- (ii) **Rs.2500/-** for formation and registration of the Society and Apex Body;
- (iii) **Rs.0/-** for proportionate share of taxes and other charges/levies in respect of the Society and Apex Body;
- (iv) **Rs. 81000/-** for deposit towards provisional monthly contribution towards outgoings of Society and Apex Body; (as advance for **18** months)
- (v) **Rs. 10297/-** for deposit towards water, electricity, and other utility and services connection charges;
- (vi) **Rs.28913/-** for deposits of electrical receiving and sub-station provided/to be provided in layout of the Larger Land; and
- (vii) **Rs./- not applicable** being one-time membership fee with respect to the club house forming part of the Whole Project as disclosed in the Proposed Layout and as mentioned in the Recitals above.

The above amounts are not refundable and no accounts or statement will be required to be given by the Promoter to the Allottee in respect of the above amounts deposited by the Allottee with the Promoter. The Promoter shall maintain a Separate Account in respect of sums/amounts received from the Allottee as advances or deposits, above amounts and also towards the share capital for the formation of the Society, applicable Taxes including GST etc. or towards the other out goings, legal charges and shall utilize the

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amounts/deposits only for the purposes for which the same have been received. It is clarified that the said other amounts, any other amount other than the Sale Consideration shall be payable by the Allottee in the Bank Account No. ICIC0000740 (the Separate Account*) maintained with ICICI Bank, Sion Branch with IFSC Code

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18. The Allottee shall pay to the Promoter a sum of Rs.20000/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law / Advocates of the Promoter in connection with this Agreement, the transaction contemplated hereby, the formation of the Society/Apex Body, for preparing the rules, regulations and bye-laws of the Society/Apex Body, and, the cost of preparing and engrossing the Society Conveyance, Apex Body Conveyance and other deeds, documents and writings.

19. Certain facilities such as club house and swimming pool shall have usage charges in addition to the said membership fees, and, the same shall be paid by the Allottee as and when demanded by the Promoter along with applicable taxes thereon.

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

21. **Loan and Mortgage:**

- (i) The Allottee shall be entitled to avail loan from a bank/financial institution and to mortgage the said Premises by way of security for repayment of the said loan to such bank/financial institution, with the prior written consent of the Promoter. The Promoter shall be entitled to refuse permission to the Allottee for availing any such loan and for creation of any such mortgage/charge, in the event the Allottee has/have defaulted in making payment of the Sale Consideration and/or other amounts payable by the Allottee under this Agreement.
- (ii) All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Premises, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said Premises, shall be solely and exclusively borne and incurred by the Allottee. The Promoter shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.

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- (iii) The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner, and shall be subject to and shall ratify the right and entitlement of the Promoter to receive the balance Sale Consideration and balance other amounts payable by the Allottee under this Agreement.
- (iv) In the event of any enforcement of security/mortgage by any bank/financial institution, the Promoter shall be entitled to extend the necessary assistance/support as may be required under applicable law.

22. Representations and Warranties of the Promoter:

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

- (i) The Promoter has clear title and has the requisite rights to carry out development upon the Larger Land and also has actual, physical and legal possession of the Larger Land for the implementation of the Whole Project, subject to the terms and conditions of the Indentures mentioned in the Recitals above, the litigations referred to in the Recitals above, and the mortgages set out in the Recitals above.
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project and shall obtain requisite approvals from time to time to complete the development of the Real Estate Project;
- (iii) There are no encumbrances upon the Real Estate Project except those disclosed to the Allottee;
- (iv) There are no litigations pending before any Court of law with respect to Real Estate Project except those disclosed to the Allottee;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project, shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed 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 said Land and the said Premises, which will, in any manner, adversely affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee in the manner contemplated in this Agreement;



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(ix) At the time of execution of the Society Conveyance, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Real Estate Project as detailed in the Fourth Schedule to the Society, save and except the basements, podium and stairs retained by the Promoter;

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(x) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Real Estate Project to the competent Authorities till the Society Conveyance and thereupon shall be proportionately borne by the Society;

(xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Land) has been received or served upon the Promoter in respect of the Land and/or the Project except those disclosed to the Allottee.

23. The Promoter may appoint a third party / agency for the purpose of operating and maintaining the Real Estate Project and the Larger Land including any common areas facilities and amenities on such terms and conditions as it may deem fit.

24. The Promoter shall be entitled to designate any spaces/areas on the Larger Land or any part thereof (including on the terrace and basement levels of the Real Estate Project) for third party service providers, for facilitating provision and maintenance of utility services (including power, water, drainage and radio and electronic communication) to be availed including by the purchaser/s of the units/premises to be constructed thereon. Such designation may be undertaken by the Promoter on lease, leave and license basis or such other method as the Promoter may deem proper in accordance with applicable law. Further, the infrastructure (including cables, pipes, wires, meters, antennae, base stations, towers) in respect of the utility services may be laid/provided in the manner the Promoter may require, and may be utilized in common including by purchaser/s of units/premises in the Real Estate Project/ on the Larger Land, as the case may be. The Promoter and its workmen/agents/contractors/employees and any third party contracts shall be entitled to access and service such infrastructure and utilities over the Larger Land.

25. The Promoter shall be entitled to transfer and/ or assign the benefit of additional F.S.I./ T.D.R. or any other rights of the Larger Land to any third party and/ or to allow any third parties to use and/ or consume T.D.R. or any other benefits or advantages of any other properties, on the Larger Land, who shall be entitled to all the rights mentioned above, including to do construction mentioned above.

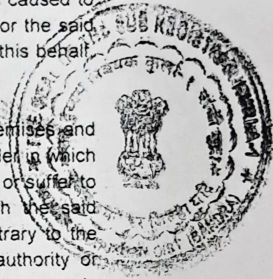
26. For all or any of the purposes mentioned under this Agreement, the Promoter shall be entitled to keep and/ or store any construction materials, on any portion of the Larger Land, and/ or to have additional Electricity Supply and/ or additional Water Supply and for the purpose of construction, to do all such further acts, deeds, matters and things as may be necessary. In such an event or otherwise, the Allottee/s shall not take any objection or otherwise, on the ground of any nuisance, noise and/ or shall not claim any easement rights and/ or any other rights in the nature of easement or prospective or other rights of any nature whatsoever. The Allottee/s directly and/ or indirectly, shall not do any act, deed, matter or thing, whereby the Promoter may be prevented from putting any such additional and/ or new construction and/ or shall not raise objection and/ or obstruction, hindrance or otherwise.

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27. The Allottee, with intention to bring all persons into whose ~~possession~~ ^{possession} the Premises and/or its rights, entitlements and obligations under this Agreement 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 Real Estate Project which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the said Tower/Wing in which the said Premises is situated and the said Premises itself or any part thereof without the consent of the local authorities and Promoter.
- (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 Real Estate Project in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, lifts, common passages or any other structure of the building in which the said Premises is situated, including entrances of the Real Estate Project in which the said Premises is situated and in case any damage is caused to the Real Estate Project in which the said Premises is situated or the said Premises on account of negligence or default of the Allottee in this behalf the Allottee shall be liable for the consequences of the breach.
- (iii) To carry out at his own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the Real Estate Project in which the said Premises is situated or the said Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (iv) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Real Estate Project in which the said Premises is situated and shall keep the portion, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Real Estate Project in which the said Premises is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Premises without the prior written permission of the Promoter and/or the Society;
- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Larger Land and/or the Whole Project and/or the Real Estate Project in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- (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



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Larger Land and/or the Real Estate Project in which the Premises is situated.

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२०१६	(viii)	Bear and pay in a timely manner and forthwith, all amounts, dues, taxes, instalments of Sale Consideration, as required to be paid under this Agreement.

(ix) Not to change the user of the said Premises without the prior written permission of the Promoter and Society;

(x) The Allottee shall not let, sub-let, transfer, assign, sell, lease, give on leave and license, or part with interest or benefit factor of this Agreement or part with the possession of the said Premises or dispose of or alienate otherwise howsoever, the said Premises and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, Sale Consideration and all other amounts payable by the Allottee to the Promoter under this Agreement, are fully and finally paid together with applicable interest thereon at the Interest Rate if any. In the event the Allottee is desirous of transferring the said Premises and/or its rights under this Agreement prior to making such full and final payment, then, the Allottee shall be entitled to effectuate such transfer only with the prior written permission of the Promoter.

(xi) The Allottee shall observe and perform all the rules and regulations which the Society and Apex Body 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 Real Estate Project and for the observance and performance of the Building Rules, Regulations and By-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 /Apex Body regarding the occupancy and use of the said Premises in the Real Estate Project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

(xii) The Allottee shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the Real Estate Project or any part thereof to view and examine the state and condition thereof. Furthermore, for the purpose of making, laying down, maintaining, repairing, rebuilding, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the Real Estate Project, the Promoter and their surveyors and agents with or without workmen and others, shall be permitted at reasonable times to enter into the said Premises or any part thereof and undertake the necessary works.

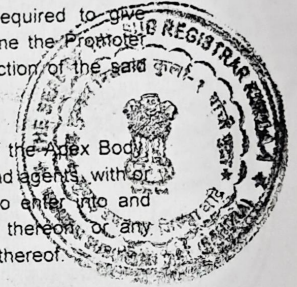
(xiii) All undertakings, declarations, indemnity bond/ bonds, deeds and writing/s given/ executed and/or may be executed by the Promoter in favour of MCGM and the concerned bodies/ authorities in respect of the Larger Land and its development shall be binding upon the Allottee/s and Society including the Apex Body as may be formed of the purchaser/s of flat/

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premises.

- (xiv) Till the entire development of the Larger Land is completed, the Allottee/s shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/ or any other common facilities or the amenities to be provided in the Larger Land and the Allottee/s shall have no right or interest in the enjoyment and control of the Promoter in this regard.
- (xv) The Allottee/s shall not take any objection, on the ground of nuisance, annoyance, and/ or claiming any rights, of easement, and/ or any rights in nature of an easement and/ or obstruction of light, air, ventilation, open space and/ or open area, and/ or on any other grounds, of any nature whatsoever and/ or shall not directly or indirectly do anything and/ or shall not ask for an injunction, and/ or prohibitory order and/ or calling the Municipal or any other authorities to issue stop work notice, and/ or withdraw and/ or suspend or cancel any orders passed and/ or approved Plans so as to prevent the Promoter, or any of their nominees or transferees, from developing and/ or to carry out construction, on the Larger Land.
- (xvi) It is further agreed that the Promoter shall not be required to give inspection of the said Premises to the Allottee till the time the Promoter calls upon the Allottee to come forward and take inspection of the said Premises before offering for possession.
- (xvii) Till the Apex Body Conveyance is executed in favour of the Apex Body, the Allottee shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Larger Land, the buildings/towers/wings/units thereon, or any part thereof, to view and examine the state and condition thereof.
- (xviii) Not to affix any fixtures or grills on the exterior of the Real Estate Project or any part thereof for the purposes of drying clothes or for any other purpose and not to have any laundry drying outside the said Premises. For fixing grills on the inside of the windows, the standard design for the same shall be obtained by the Allottee from the Promoter and the Allottee undertakes not to fix any grill having a design other than the standard design approved by the Promoter. If the Allottee has affixed fixtures or grills on the exterior of the said Premises for drying clothes or for any other purpose or if the Allottee has affixed a grill having a design other than the standard approved design, the Allottee shall be liable to pay such sum as may be determined by the Promoter/ the Society to the Promoter / the Society, as the case may be.
- (xix) Not to install a window air-conditioner within or outside the said Premises. If the Allottee affixes a window air-conditioner or the outdoor condensing unit outside the said Premises, the Allottee shall be liable to pay such sum as may be determined by the Promoter/ the Society to the Promoter / the Society, as the case may be.
- (xx) The Allottee shall not create any hardship, nuisance or annoyance to any other allottees in the Real Estate Project.
- (xxi) The allottee has expressly agreed to take prior written consent from the Promoter or the society as the case may be, before carrying out any



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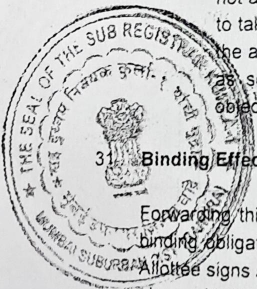
changes/alteration/modification in the Said Premises or part thereof. If the allottee has carried out such changes/alteration/modification without the written consent of the promoter or the society will not be liable for any consequences or compensation on account of such changes/alterations/modifications.

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

29. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or the Real Estate Project or the Larger Land and/or any buildings/towers/wings as may be constructed thereon, or any part thereof. The Allottee shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Promoter as hereinbefore mentioned until the Society Conveyance and the Apex Body Conveyance, as the case may be.

30. Promoter shall not mortgage or create a charge:

- (i) After the Promoter executes this Agreement, it 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 said Premises. Provided however, that nothing shall affect the already subsisting mortgage/charge created over the said Premises set out in the Recitals above, which will be subject to the no-objection received from the mortgagees therein.



31. Binding Effect.

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the Schedules and Annexes along with the payments due as stipulated in the Payment Plan at Clause 3 above, within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Office of the Sub-Registrar of Assurances as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, the application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

32. Nominee:

- (i) The Allottee hereby nominates Master/Mr./Mrs./Ms. ARYA JITENDRA BHOSALE ("said Nominee") as his/her/their nominee in 100.0% Ratio respect of the said Premises. On the death of the Allottee, the Nominee

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shall assume all the obligations of the Allottee under this Agreement and in respect of the said Premises, and shall be liable and responsible to perform the same, so far as permissible in law. The Allottee shall at any time hereafter be entitled to substitute the name of the Nominee. The Promoter shall only recognize the Nominee or the nominee substituted by the Allottee (if such substitution has been intimated to the Promoter in writing) and deal with him/her/them in all matters pertaining to the said Premises, till the time the necessary order of the Court of law has been obtained by any legal heirs and/or representatives of the Allottee.

- (ii) The heirs and legal representatives of the Allottee shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the Nominee.

33. Entire Agreement:

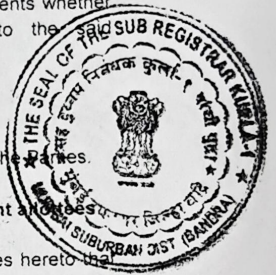
This Agreement, along with its schedules and annexes, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, booking form, letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the apartment/plot/building, as the case may be.

34. Right to Amend:

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

35. 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.



36. Severability:

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

37. Method of calculation of proportionate share:

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

38. Further Assurances:

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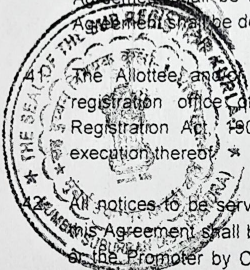
Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition to the presents and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction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

Waiver

No forbearance, indulgence or relaxation or inaction by either Party at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice the rights of such Party to require performance of that provision and any waiver or acquiescence by such Party of any breach of any of the provisions of these presents by the other Party shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

40. Place of Execution:

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



The Allottee and the Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act, 1908 and the Promoter will attend such office and admit execution thereof.

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

FOR ALLOTTEE:

SARIKA JITENDRA BHOSALE
C/12, ROOM NO. 14, SAHYADRI NAGAR, CHARKOP, KANDIVILI (WEST),
MUMBAI - 400067
Notified Email ID:

FOR PROMOTER:

Wheelabrator Alloy Castings Limited
Runwal & Omkar Esquare, 4th Floor,
Opp Sion Chunabhatti Signal,
off Eastern Express Highway,
Sion (E), Mumbai- 400 022
Notified Email ID: CUSTOMER.CARE@RUNWAL.COM

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted

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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 Charges:

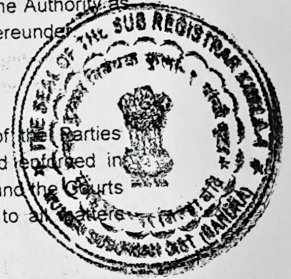
The charges towards stamp duty fees and registration charges of this Agreement and all out of pocket costs, charges and expenses on all documents for sale and/or transfer of the said Premises and the said Car Parking Space/s shall be borne by the Allottee alone.

45. Dispute Resolution:

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

46. Governing Law:

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



47. Permanent Account Numbers:

Details of the Permanent Account Numbers of the Promoter and Allottee are set out below:-

Party	PAN
Wheelabrator Alloy Castings Limited	AAACW0462F
SARIKA JITENDRA BHOSALE	BMNPB4302A

48. Construction of this Agreement:

- (i) Any reference to any statute or statutory provision shall include:-
 - (a) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and
 - (b) any amendment, modification, re-enactment, substitution or consolidation thereof (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment, substitution or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted, substituted or consolidated) which the provision referred to has directly or indirectly replaced;

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(ii) Any reference to the singular shall include the plural and vice-versa;

(iii) Any references to the masculine, the feminine and/or the neuter shall include each other;

(iv) The Schedules and Annexes form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it;

(v) References to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;

(vi) Each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;

(vii) References to a person (or to a word importing a person) shall be construed so as to include:

(a) An individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/separate legal entity); and

(b) That person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement.



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

THE FIRST SCHEDULE ABOVE REFERRED TO
(Description of the Larger Land)

All that pieces and parcels of land admeasuring about 61,665.60 square meters bearing CTS Nos. 596, 596/1-6, 597, 597/1-7, 598, 598/1-3, 599A, 599A/1-81, 601, 602, 602/1-9, 603, 604, 605, 605/1-17, 606, 606/1-83, 607A, 607/1-31 and 607D situated at Village Kanjur, Taluka Kurla within the Registration District and Sub-District of Mumbai City and Mumbai Suburban together with the buildings and other structures standing thereon, lying, being and situate at Lal Bahadur Shastri Marg, Bhandup (West), Mumbai-400078.
On or towards North: Nalla adjoining Jai Hind Oil Mills
On or towards South: Part of property developed by Gundecha Builders
On or towards East: Central Railway Line
On or towards West: LBS Marg

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

All those pieces and parcels of land admeasuring 1874.78 mtrs (Plinth area) forming part of the larger land as mentioned in the First Schedule hereinabove.

THE THIRD SCHEDULE ABOVE REFERRED TO:

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(Details of the number of floors/units etc. in the Real Estate Project - Lower wise)

Tower No.	Total No. of Flat/Units	Nos of floors
1 (Palms & Citrus) (Wing-1)	320	44 Nos of slabs of super structures (42 Habitable floors)
3 (Pine) (Wing-2)	320	44 Nos of slabs of super structures (42 Habitable floors)
4 (Oak) (Wing-3)	231	42 Nos of slabs of super structures (40 Habitable floors)
Grand Total	871	

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Details of the common area facilities in the Real Estate Project)

Building Amenities

- Entrance lobby in each tower at drop off level
- DG back up for emergency services only
- 2 staircase per tower for emergency exit
- Multiple level Parking
- High-speed Elevators in each tower Brand: Schindler, Otis or equivalent

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Details of the common area facilities in the Whole Project)

External Amenities

- Common Parking
- Common Basement
- Recreational Open Space
- RG Area
- Central landscaped areas
- Modern clubhouse with
 - > State-of-the-art gymnasium
 - > Party hall
 - > Café
 - > Mini-theatre
 - > Basketball / Badminton court
 - > Squash court
 - > Tennis court
 - > Games room
 - > Baby Creche
 - > Music/art room
 - > Steam / massage room
 - > Convenience Store
 - > Bakery outlet
- Two Swimming pools and one Kids pool
- Jogging / running track / Cycling Track
- Zen garden
- Water bodies
- Dedicated children play area
- Open air Gymnasium
- Skating rink
- Cricket pitch
- Putting green
- Yoga Zone
- Senior citizen area



Signature
SBhake

करल - 9		
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THE SIXTH SCHEDULE ABOVE REFERRED TO
(Description of the Flat/Premises)

All that piece and parcel of the Flat/ Unit being No **3303** on **33rd** floor admeasuring **471** sq.ft. carpet area and (equivalent to **43.79** sq. mtrs.) in Tower No. T2 (Building **CITRUS**) plus **-** square metres balcony area and also **1** Car parking constructed or to be constructed on the Larger property as described in the First Schedule hereunder.

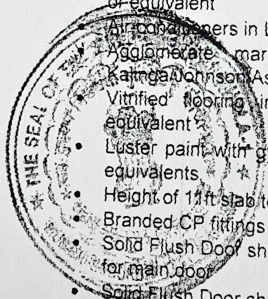
THE SEVENTH SCHEDULE ABOVE REFERRED TO:
(Details of the internal fittings and fixtures in the said Premises)

Internal amenities for 1.5 BHK /2 BHK

- Vitrified flooring in Living, Dining, Bedrooms and Kitchen - Kajaria/Nitco/RAK/Simpolo or equivalent
- Branded CP fittings and sanitary ware - American Std/Kohler/Grohe or equivalent
- Polished granite kitchen platforms with stainless steel sink - Nirali/Franke/Futura or equivalent
- Acrylic /Plastic paint with gypsum finish walls - Asian Paints, Nerolic, New World or equivalents.
- Exhaust fan in toilet and kitchen - Indo/GMC or equivalent
- Powder coated aluminum windows - Gindal/Bhoruka/Sapa/Global/Gulf or equivalents.
- Solid Flush Door shutter front side veneer finish & laminated finish on backside for main door - Asian/Shreeji/Kaamdhenu or equivalent
- Solid Flush Door shutter laminate finish for Bedrooms & toilets - Asian/Shreeji/Kaamdhenu or equivalent
- Bathroom dado tiles up to door height - Kajaria/Nitco/RAK/Simpolo or equivalent
- Kitchen dado tiles 2 feet above kitchen platform - Kajaria/Nitco/RAK or equivalent

Internal amenities for 3 BHK

- Polished granite kitchen platforms with stainless steel sink - Nirali/Franke/Futura or equivalent
- Air conditioner in Living and Bedrooms - Videocon/Voltas/Onida or equivalent
- Agglomerate marble flooring in the living room, dining, passage - Kajaria/Johnson/Asian or equivalent
- Vitrified flooring in other bedrooms, kitchen, deck - Kajaria/Nitco/RAK or equivalent
- Luster paint with gypsum finished walls - Asian Paints, Nerolic, New World or equivalents
- Height of 11ft slab top to slab top (unfinished)
- Branded CP fittings and sanitary ware - American Std/Kohler/Grohe or equivalent
- Solid Flush Door shutter front side veneer finish & laminated finish on backside for main door
- Solid Flush Door shutter laminate finish for Bedrooms & toilets - Asian/Shreeji/Kaamdhenu or equivalent
- Powder coated aluminum windows - Gindal/Bhoruka/Sapa/Global/Gulf or equivalents.
- Bathroom dado tiles up to door Height - Kajaria/Nitco/RAK or equivalent
- Exhaust fan in toilet and kitchen - Indo/GMC or equivalent
- Kitchen dado tiles 2 feet above kitchen platform - Kajaria/Nitco/RAK or equivalent.



Signature
Abhok

करल - 9		
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SIGNED AND DELIVERED

By the within named **PROMOTER**
WHEELABRATOR ALLOY CASTINGS
LTD.

By hand of its Director/
 Authorized Signatory
MR. SOHIT D. BAJPAI

in the presence of

1. [Signature]
2. [Signature]

SIGNED AND DELIVERED

By the within named **ALLOTTEE/S**

SARIKA JITENDRA BHOSALE

in the presence of

1. [Signature]
2. [Signature]

RECEIVED of and from the Flat/Unit
 Allottee/s /s above named the sum of
Rs.1009480/- (Rupees Ten Lakhs Nine
Thousand Four Hundred Eighty Only)

as advance payment or deposit paid by
 The Allottee/s to the Promoter



WHEELABRATOR ALLOY
CASTINGS LTD.

For **WHEELABRATOR ALLOY CASTINGS LTD.**

Director/Authorised Signatory.

[Signature]
 Authorised Signatory



We say received
FOR. WHEELABRATOR ALLOY
CASTINGS LTD

For **WHEELABRATOR ALLOY CASTINGS LTD.**

Director/Authorized

Signatory
 Authorised Signatory

[Signature]



कॉलेज - १		
१८७	३८	२०२
२०१६		



करल - १

Annexure "H"
Payment Schedule

१८३५

३२

२२२

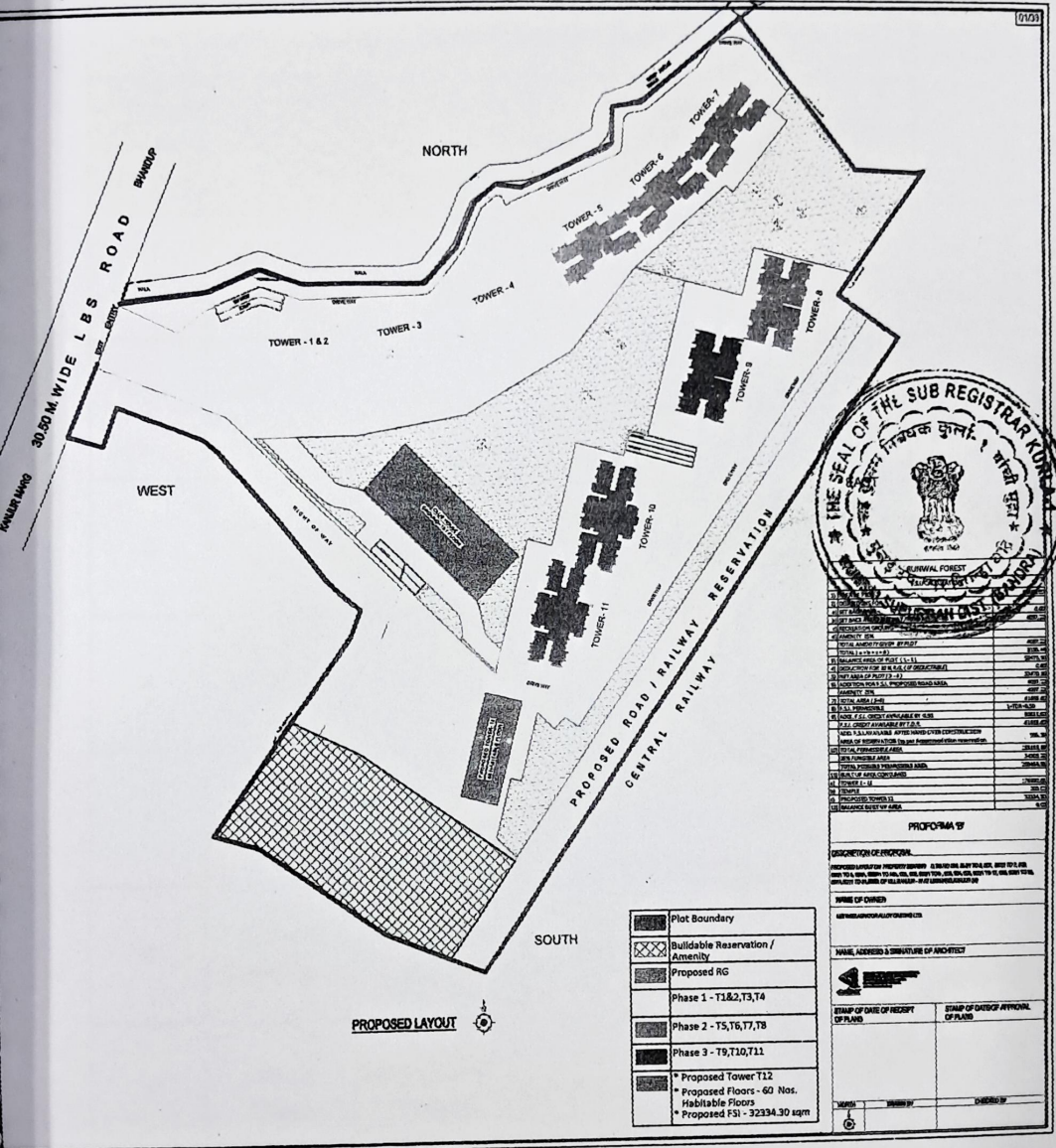
Particulars	%	Amount
Balance Within 30 Days	10%	1019676
On Completion Of Excavation	20%	2039353
On Completion Of Plinth	10%	1019676
On Completion Of 1St Floor	4%	407871
On Completion Of 5th Floor	4%	407871
On Completion Of 10th Floor	4%	407871
On Completion Of 15th Floor	4%	407871
On Completion Of 20th Floor	4%	407871
On Completion Of 25th Floor	4%	407871
On Completion Of 30th Floor	3%	305903
On Completion Of Top Floor	3%	305903
Completion Of The Walls, Internal Plaster, Floorings, Doors And Windows Of The Apartment	5%	509838
Completion Of The Sanitary Fittings, Staircases, Lift Wells, Lobbies Upto Floor Level Of The Apartment	5%	509838
Completion Of The External Plumbing And External Plaster, Elevation, Terraces With Waterproofing Of The Building Or Wing In Which The Apartment Is Located	5%	509838
Completion Of The Lifts, Water Pumps, Electrical Fittings, Electro, Mechanical And Environment Requirements, Entrance Lobby, Plinth Protection, Paving Of Areas Appertain Of The Building Or Wing In Which The Apartment Is Located	10%	1019676
On Possession/Receipt Of Oc/ Completion Certificate.	5%	509838
Total	100%	10196763

Pragati
Subsidiary



ANNEXURE - "A" करल - 9

9039	20	20
2096		



1. AREA OF PLOT		10000.00
2. AREA OF BUILDABLE RESERVATION		10000.00
3. AREA OF PROPOSED TOWERS		10000.00
4. AREA OF PROPOSED ROAD		10000.00
5. AREA OF PROPOSED RAILWAY RESERVATION		10000.00
6. AREA OF PROPOSED AMENITY		10000.00
7. AREA OF PROPOSED GREEN SPACE		10000.00
8. AREA OF PROPOSED PARKING		10000.00
9. AREA OF PROPOSED STAIRS		10000.00
10. AREA OF PROPOSED LIFT		10000.00
11. AREA OF PROPOSED ELEVATOR		10000.00
12. AREA OF PROPOSED ESCAPE ROUTE		10000.00
13. AREA OF PROPOSED FIRE FIGHTING		10000.00
14. AREA OF PROPOSED SECURITY		10000.00
15. AREA OF PROPOSED MAINTENANCE		10000.00
16. AREA OF PROPOSED WASTE DISPOSAL		10000.00
17. AREA OF PROPOSED WATER SUPPLY		10000.00
18. AREA OF PROPOSED SEWERAGE		10000.00
19. AREA OF PROPOSED GAS SUPPLY		10000.00
20. AREA OF PROPOSED TELEPHONE		10000.00
21. AREA OF PROPOSED CABLE TV		10000.00
22. AREA OF PROPOSED INTERNET		10000.00
23. AREA OF PROPOSED POWER		10000.00
24. AREA OF PROPOSED WATER TREATMENT		10000.00
25. AREA OF PROPOSED WASTE WATER TREATMENT		10000.00
26. AREA OF PROPOSED STORM WATER DRAINAGE		10000.00
27. AREA OF PROPOSED FLOOD CONTROL		10000.00
28. AREA OF PROPOSED LANDSLIDE CONTROL		10000.00
29. AREA OF PROPOSED SOIL CONSERVATION		10000.00
30. AREA OF PROPOSED AIR POLLUTION CONTROL		10000.00
31. AREA OF PROPOSED NOISE CONTROL		10000.00
32. AREA OF PROPOSED VIBRATION CONTROL		10000.00
33. AREA OF PROPOSED ELECTROMAGNETIC INTERFERENCE CONTROL		10000.00
34. AREA OF PROPOSED RADIATION CONTROL		10000.00
35. AREA OF PROPOSED HEAVY METALS CONTROL		10000.00
36. AREA OF PROPOSED PEST CONTROL		10000.00
37. AREA OF PROPOSED MICROBIAL CONTROL		10000.00
38. AREA OF PROPOSED TOXIC SUBSTANCES CONTROL		10000.00
39. AREA OF PROPOSED PHARMACEUTICALS CONTROL		10000.00
40. AREA OF PROPOSED CHEMICALS CONTROL		10000.00
41. AREA OF PROPOSED METALS CONTROL		10000.00
42. AREA OF PROPOSED NON-METALS CONTROL		10000.00
43. AREA OF PROPOSED ORGANIC COMPOUNDS CONTROL		10000.00
44. AREA OF PROPOSED INORGANIC COMPOUNDS CONTROL		10000.00
45. AREA OF PROPOSED POLYMER CONTROL		10000.00
46. AREA OF PROPOSED PLASTIC CONTROL		10000.00
47. AREA OF PROPOSED RUBBER CONTROL		10000.00
48. AREA OF PROPOSED GLASS CONTROL		10000.00
49. AREA OF PROPOSED CERAMIC CONTROL		10000.00
50. AREA OF PROPOSED TEXTILE CONTROL		10000.00
51. AREA OF PROPOSED LEATHER CONTROL		10000.00
52. AREA OF PROPOSED WOOD CONTROL		10000.00
53. AREA OF PROPOSED PAPER CONTROL		10000.00
54. AREA OF PROPOSED FOOD CONTROL		10000.00
55. AREA OF PROPOSED DRUG CONTROL		10000.00
56. AREA OF PROPOSED MEDICAL CONTROL		10000.00
57. AREA OF PROPOSED VETERINARY CONTROL		10000.00
58. AREA OF PROPOSED AGRICULTURE CONTROL		10000.00
59. AREA OF PROPOSED FISHERY CONTROL		10000.00
60. AREA OF PROPOSED MINING CONTROL		10000.00
61. AREA OF PROPOSED QUARRY CONTROL		10000.00
62. AREA OF PROPOSED CONSTRUCTION CONTROL		10000.00
63. AREA OF PROPOSED TRANSPORT CONTROL		10000.00
64. AREA OF PROPOSED COMMUNICATION CONTROL		10000.00
65. AREA OF PROPOSED ENERGY CONTROL		10000.00
66. AREA OF PROPOSED ENVIRONMENTAL CONTROL		10000.00
67. AREA OF PROPOSED CLIMATE CONTROL		10000.00
68. AREA OF PROPOSED AIR QUALITY CONTROL		10000.00
69. AREA OF PROPOSED WATER QUALITY CONTROL		10000.00
70. AREA OF PROPOSED SOIL QUALITY CONTROL		10000.00
71. AREA OF PROPOSED NOISE LEVEL CONTROL		10000.00
72. AREA OF PROPOSED VIBRATION LEVEL CONTROL		10000.00
73. AREA OF PROPOSED ELECTROMAGNETIC INTERFERENCE LEVEL CONTROL		10000.00
74. AREA OF PROPOSED RADIATION LEVEL CONTROL		10000.00
75. AREA OF PROPOSED HEAVY METALS LEVEL CONTROL		10000.00
76. AREA OF PROPOSED PEST LEVEL CONTROL		10000.00
77. AREA OF PROPOSED MICROBIAL LEVEL CONTROL		10000.00
78. AREA OF PROPOSED TOXIC SUBSTANCES LEVEL CONTROL		10000.00
79. AREA OF PROPOSED PHARMACEUTICALS LEVEL CONTROL		10000.00
80. AREA OF PROPOSED CHEMICALS LEVEL CONTROL		10000.00
81. AREA OF PROPOSED METALS LEVEL CONTROL		10000.00
82. AREA OF PROPOSED NON-METALS LEVEL CONTROL		10000.00
83. AREA OF PROPOSED ORGANIC COMPOUNDS LEVEL CONTROL		10000.00
84. AREA OF PROPOSED INORGANIC COMPOUNDS LEVEL CONTROL		10000.00
85. AREA OF PROPOSED POLYMER LEVEL CONTROL		10000.00
86. AREA OF PROPOSED PLASTIC LEVEL CONTROL		10000.00
87. AREA OF PROPOSED RUBBER LEVEL CONTROL		10000.00
88. AREA OF PROPOSED GLASS LEVEL CONTROL		10000.00
89. AREA OF PROPOSED CERAMIC LEVEL CONTROL		10000.00
90. AREA OF PROPOSED TEXTILE LEVEL CONTROL		10000.00
91. AREA OF PROPOSED LEATHER LEVEL CONTROL		10000.00
92. AREA OF PROPOSED WOOD LEVEL CONTROL		10000.00
93. AREA OF PROPOSED PAPER LEVEL CONTROL		10000.00
94. AREA OF PROPOSED FOOD LEVEL CONTROL		10000.00
95. AREA OF PROPOSED DRUG LEVEL CONTROL		10000.00
96. AREA OF PROPOSED MEDICAL LEVEL CONTROL		10000.00
97. AREA OF PROPOSED VETERINARY LEVEL CONTROL		10000.00
98. AREA OF PROPOSED AGRICULTURE LEVEL CONTROL		10000.00
99. AREA OF PROPOSED FISHERY LEVEL CONTROL		10000.00
100. AREA OF PROPOSED MINING LEVEL CONTROL		10000.00

PROFORMA 'B'

CONSTRUCTION OF ENCLOSURE

PROPOSED CONSTRUCTION OF ENCLOSED PROPERTY IS SUBJECT TO THE RULES AND REGULATIONS OF THE GOVERNMENT OF JHARKHAND AND THE STATE OF JHARKHAND AND THE RULES AND REGULATIONS OF THE GOVERNMENT OF INDIA AND THE RULES AND REGULATIONS OF THE GOVERNMENT OF JHARKHAND AND THE STATE OF JHARKHAND AND THE RULES AND REGULATIONS OF THE GOVERNMENT OF INDIA.

NAME OF OWNER: _____

NAME, ADDRESS & SIGNATURE OF ARCHITECT: _____

STAMP OF DATE OF RECEIPT OF PLAN: _____

STAMP OF DATE OF APPROVAL OF PLAN: _____

DATE: _____

BY: _____

FOR: _____

	Plot Boundary
	Buildable Reservation / Amenity
	Proposed RG
	Phase 1 - T1&2, T3, T4
	Phase 2 - T5, T6, T7, T8
	Phase 3 - T9, T10, T11
	* Proposed Tower T12
	* Proposed Floors - 60 Nos.
	* Habitable Floors
	* Proposed FSI - 32334.30 sqm

PROPOSED LAYOUT



करल - १		
१०३३	५३	२५२
२०१६		

ANNEXURE - "D"

C - 3



MUNICIPAL CORPORATION OF GREATER MUMBAI
FORM 'A'
MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No CHE/ES/1456/S/337(NEW)

COMMENCEMENT CERTIFICATE

To
Shri. Subhodh S. Runwal, Director of Wheelbrator
Alloy Casting
Omkar and Runwal Esquare, Opp. Sion-Chunabhathi
signal, Sion(E), Mumbai-400022

Sir,

With reference to your application No. CHE/ES/1456/S/337(NEW) Dated 29/11/2017 for development, Permission and grant of Commencement Certificate under Section 44 & 89 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 34B and 337 (New) dated 29/11/2017 of the Mumbai Municipal Corporation Act 1988 to erect a building for development work of on plot No. - C.T.S. No. 596, 596/1-6, 597, 597/1-7, 598, 598/1-3, 599A, 599A/1-3, 601, 602, 603, 603, 604, 605, 605/1-17, 606, 606/1-83, 607/1-31, 607A, 607D Division / Village / Planning Scheme KANJUR-W situated at LBS Marg Road / Street in S Ward Ward.



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

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

The Municipal Commissioner has appointed Shri. Assistant Engineer S&T ward Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

कारल - १	
This CC is valid upto 6/1/2016	१५३
३०१६	

Issue On : 7/1/2015

Valid Upto : 6/1/2016

Remark :

C.C. Upto basement top for Tower 6 part and Tower 7 as per phase programme and as per approved plans dt. 06/09/2014.

Approved By
A.C Wade
Executive Engineer

Issue On : 3/7/2015

Valid Upto : 6/1/2016

Remark :

C.C. Upto basement top for Tower 1 to 5, 8 to 10 as per approved plans dt. 06/09/2014.

Approved By
S. Tatekar
Executive Engineer



Issue On : 31/12/2015

Valid Upto : 6/1/2016

Remark :

C.C. Upto 2nd floor for Tower 7 as per approved IOD plans dt. 06/09/2014.

Approved By
A.G. Tambewagh
Executive Engineer

करल - १		
१८५५	७३	२५२
२०१६		

Issue On : 22/4/2016

Valid Upto : 6/1/2017

Remark :

Grant C.C. Upto 10th floor for tower 7 & re-endorsed the plinth C.C. For Tower no. 1, 3, 4, 5, 6, 8, 9, 10 & 11 as per approved plans dt 13/04/2016.

Approved By

J.C. Siddhpura

Assistant Engineer (BP)

Issue On : 27/4/2016

Valid Upto : 6/1/2017

Remark :

Full C.C. i.e. Upto 11th floor for tower 1 & 3 and full C.C. i.e. Upto 10th floor for tower 2 as per approved amended plans dt. 13/04/2016.



Approved

J.C. Siddhpura

Assistant Engineer (BP)

Issue On : 27/6/2016

Valid Upto : 6/1/2017

Remark :

Further C.C. Upto 2nd floor for Tower 9 as per approved amended plans dt. 08/04/2015 & as per the approved revised phase programme.

Approved By

J.C. Siddhpura

Assistant Engineer (BP)

Issue On : 12/8/2016

Valid Upto : 6/1/2017

Remark :

करल = १	
१६३१	४६ २०२
C.C. Upto 1st floor for Tower 4 & 8 as per approved plans dt. 13/04/2016.	
२०१६	

Approved By
J.C.Siddhpura
Assistant Engineer (BP)

Issue On : 7/11/2016

Valid Upto : 6/1/2017

Remark :

Further C.C. For tower no. 01 (full C.C. i.e. Upto 15th floor), Tower No. 3 upto 11th floor, Tower No. 04 upto 7th floor, Tower No. 5, 6 & 7 (full C.C. i.e. Upto 17th floor), Tower No. 8 upto 6th floor & Tower No. 09 upto 4th floor as per approved plans dt. 08/09/2016.

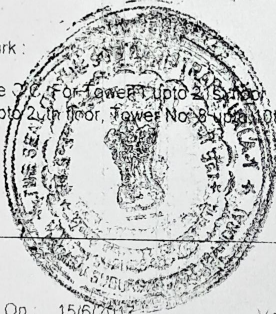
Approved By
J.C.Siddhpura
Assistant Engineer (BP)

Issue On : 12/4/2017

Valid Upto : 6/1/2018

Remark :

Further C.C. For Tower 1 upto 2nd floor, Tower No. 3 upto 16th floor, Tower No. 4 upto 10th floor, Tower No. 5, 6 & 7 upto 2nd floor, Tower No. 8 upto 10th floor & Tower No. 9 upto 2nd floor as per approved plan dt. 07.04.2017



Approved By
J.C.Siddhpura
Assistant Engineer (BP)

Issue On : 15/6/2017

Valid Upto : 6/1/2018

Remark :

"Further C.C. up to 19th floor for Tower No. 3, C.C. up to 14th floor for Tower No. 4, upto 23rd floor for Tower No. 5 & 6, up to 22nd floor for Tower No. 7, up to 14th floor for Tower No. 8, upto 4th floor for Tower No. 9 & re-endorsement of C.C. up to 21st floor for Tower No. 1 and up to plinth for Tower No. 10 & 11 as per amended plans dated 13/06/2017.

Approved By

CHE/ES/1458/S/337(NEW)

करल - १		
१८३७	५५	२५२
२०१६		

J.C.Siddhpura

Assistant Engineer (BP)

Issue On : 21/7/2017

Valid Upto : 6/1/2018

Remark :

The C.C. up to 26th floor for Tower no.1, C.C. up to 23rd floor for Tower no. 3, C.C. up to 24th floor for Tower no. 5, C.C. up to 25th floor for Tower no. 6 & 7, C.C. up to 5th floor for Tower no. 9 & re-endorsement of C.C. up to 14th floor for Tower no. 4 & 8 and up to plinth for Tower no. 10 & 11 as per amended plans dated 19.07.2017.

Approved By

J.C.Siddhpura

Assistant Engineer

Issue On : 23/10/2017

Valid Upto : 6/1/2018

Remark :

The C.C. up to 29th floor for Tower no. 1, 27th floor for Tower no. 3, 19th floor for Tower no. 4, Tower no. 5, 6 & 7, 18th floor for Tower no. 8 & 6th floor for Tower no. 9 and re-endorsement of C.C. for Tower No. 10 & 11 as per approved amended plans dated 16/10/2017.

Approved By

J.C.Siddhpura

Assistant Engineer (BP)



Issue On : 22/12/2017

Valid Upto : 6/1/2018

Remark :

The full C.C. i.e. up to 35th floor for Tower no. 1, up to 30th floor for Tower no. 3, up to 25th floor for Tower no. 4, up to 30th floor for Tower no. 5 & 6, up to 29th floor for Tower no. 7, up to 19th floor for Tower no. 8, up to 8th floor for Tower no. 9 and re-endorsement of C.C. up to plinth for Tower No. 10 & 11 as per amended plans dated 14/12/2017

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Document certified by
Jitendra Chhaganlal
Siddhpura.

Name : Jitendra Chhaganlal
Siddhpura
Designation : Assistant
Engineer
Organization : Personal
Date : 22/12/2017 18:31:58

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

Assistant Engineer . Building Proposal

Eastern Suburb S Ward Ward

Cc to :

1. Architect.
2. Collector Mumbai Suburban /Mumbai District.



CHE/ES/1458/S/337(NEW)

ANNEXURE 'B'		
करल - 9		
9037	74	282
2096	785	

BMF-16455-2013-14-5,000 Forms. (4 Pages F/B)

Form 346
88

in replying please quote No. Valid upto 05 SEP 2015
and date of this letter.

Intimation of Disapproval under Section 346 of the Mumbai
Municipal Corporation Act, as amended up to date.

MEMORANDUM No. E.B./CE/ BS/A of 20 - 20
CE / 1375 / BPES / AS 06 SEP 2014
M/s. Wheelabrator Alloy Casting Ltd. Municipal Office,
Mumbai.



With reference to your Notice, letter No. 6291 dated 29.03.2014

and the plans, Sections Specifications and Description and other particulars and details of your buildings at Proposed building on plot bearing C.T.S. No. 596, 596/1 to 6, 597, 597/1 to 7, 598, 598/1 to 3, 599A, 599A/1 to 81, 601, 602, 602/1 to 9, 603, 604, 605, 605/1 to 17, 606, 606/1 to 83, 607/1 to 11, 607A & 607D of village Kanjur, at B.S. Marg, Bhandrup, District of Mumbai, to me under your letter dated 29.03.2014. I have up to date information that the work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Bombay Municipal Corporation Act as amended upto-date, my disapproval by thereof reasons :-

(A) CONDITIONS TO BE COMPLIED WITH BEFORE STARTING THE WORK BEFORE PLINTH C.C.

1. That the commencement certificate under Sec.45/69(1)(a) of the M.R. & T.P. Act will not be obtained before starting the proposed work.
2. That the compound wall is not constructed on all sides of the plot clear of road widening line with foundation below the bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.C.Regulation No.38(27).
3. That the low lying plot will not be filled up to reduced level of at least 92 T.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders, etc. and will not be leveled, rolled, consolidated and sloped towards road side before starting the work.
4. That the specification for layout/D.P./or access roads/development of setback land will not be obtained from Executive Engineer (Road Construction) before starting the construction work and the access and setback land will not be developed accordingly including providing street lights and S.W.D., the completion certificate will not be obtained from Executive Engineer (R.C.)/Executive Engineer (S.W.D.) E.S. before submitting building completion certificate.

S.E.B.F.
6/9/14
S.E.B.F./*BP(S/T)*

Mmy
26/9/14
Executive Engineer Building Proposal
o/c (Eastern Suburbs.) - II

of the roof of the building and down pipes are not intended to be put to prevent water dropping from the roof of the building.

That the drainage work generally is not intended to be executed in accordance with the requirements of the Act.

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by means of other arrangements otherwise you will be at liberty to proceed with the said building or work at anytime before the expiration of the day of 05 SEP 2015 but not so as to contravene any of the provision of the said Act as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time in force.

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

Executive Engineer, Building Proposals
 G/C Zone - ES - II CS Wards.
 S.E.B.P (S) T.B.P (SM)

SPECIAL INSTRUCTIONS

4.05.2009 1998

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

(2) Under Section 68 of the Bombay Municipal Corporation Act as amended, the Municipal Commissioner Greater Mumbai has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.

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

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

(a) Not less than 2 feet (60 cms.) above the centre of the adjoining street at the nearest point at which the drain from such building can be connected with the sewer than existing or thereafter to be laid in such street"

(b) Not less than 2 feet (60 cms.) above every portion of the ground within 5 feet (160 cms.) of such building.

(c) Not less than 92 ft. (28.12) meters above Town Hall Datum."

(4) Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. This compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion or occupation is detected by the Assessor and Collector's Department.

(5) Your attention is further drawn to the provision of Section 353-A about the necessary of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance under Section 471 if necessary.

(6) Proposed date of commencement of work should be communicated as per requirements of Section 347 (1) (a) of the Bombay Municipal Corporation Act.

(7) One more copy of the block plan should be submitted for the Collector, Mumbai Suburbs District.

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

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

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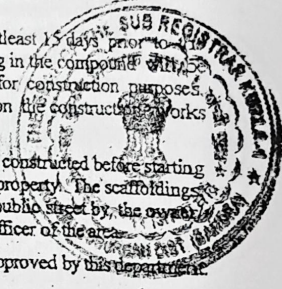
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NOTES

- (1) The work should not be started unless objections are complied with
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencement of the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained any shed to house and store for constructional purposes, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.
- (4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site workers, before starting the work.
- (5) Water connection for constructional purpose will not be given until the hoarding is constructed and application made to the Ward Officer with the required deposit for the construction of carriage entrance, over the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer or his representative in Wards atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presumed that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- (7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks, metal, sand, preps, debris, etc. should not be deposited over footpaths or public street by the owner, architect/their contractors, etc. without obtaining prior permission from the Ward Officer of the area.
- (8) The work should not be started unless the manner in obviating all the objections is approved by this department.
- (9) No work should be started unless the structural design is approved.
- (10) The work above plinth should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces & dimension.
- (11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road on footpath.
- (12) All the terms and conditions of the approved layout/sub-division under No. _____ of _____ should be adhered to and complied with.
- (13) No Building/Drainage Completion Certificate will be accepted nor water connection granted (except for the construction purpose) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 45 of the Bombay Municipal Corporation Act and as per the terms and conditions for sanction to the layout.
- (14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.
- (15) The access road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner including asphaltting, lighting and drainage before submission of the Building Completion Certificate.
- (16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- (17) The surrounding open spaces around the building should be consolidated in Concrete having broken glass pieces at the rate of 125 cubic meters per 10 sq. meters below payment.
- (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.
- (19) No work should be started unless the existing structures proposed to be demolished are demolished.



(20) This Intimation of Disapproval is given exclusively for the purpose of enabling you to proceed further with arrangements of obtaining No Objection Certificate from the Housing Commissioner under Section 13(4) of the Rent Act and in the event of your proceeding with the work either without an intimation about commencement of the work under Section 147(1)(aa) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 44 of the Maharashtra Regional and Town Planning Act, 1966, (12 of the Town Planning Act), will be with drawn.

- (21) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following:-
 - (i) Specific plans in respect of evicting or rehousing the existing tenants on hour stating their number and area in occupation of each.
 - (ii) Specifically signed agreement between you and the existing tenants that they are willing to avail of an alternative accommodation in the proposed structure at standard rent.
 - (iii) Plans showing the phased programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development control Rules regarding open spaces, light and ventilation of existing structure.
- (22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first before starting the work.
- (23) In case of additional floor no work should be start or during monsoon which will same arise water leakage and consequent nuisance to the tenants staying on the floor below.
- (24) the bottom of the over hand storage work above the finished level of the terrace shall not be more than 1 meter.
- (25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained.
- (26) It is to be understood that the foundations must be excavated down to hard soil.
- (27) The positions of the mainis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- (28) The water arrangement must be carried out in strict accordance with the Municipal requirements.
- (29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Corporation Act.
- (30) All gully traps and open channel drains shall be provided with right fitting mosquito proof covers made of wrought iron plates or hinges. The manholes of all jirterns shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on highly serring the purpose of a lock and the warning pipes of the ribbet pretressed with screw or dome shape pieces (like a garden man rose) with copper pipes with perfections each not exceeding 1.5 mm. in diameter the cistern shall be made easily, safely and permanently a ceasible by providing a firmly fixed iron ladder, the upper ends of the ladder should be earmarked and extended 40 cms. above the top where they are to be fixed and its lower ends in cement concrete blocks.
- (31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall.
- (32)
 - (a) Louvres should be provided as required by Bye-law No. 5 (b).
 - (b) Lintels or Arches should be provided over Door and Window opening.
 - (c) The drains should be laid as require under Section 234-1 (a).
 - (d) The inspection chamber should be plastered inside and outside.
- (33) If the proposed additional is intended to be carried out on old foundations and structures, you will do so at your own risk.

o/c copy to
 owner Architect, A. E. B. P. (S)
 ASST. Comm. & Const. Div. A. C. R. E. D.
 The collector (M.S.D), Ex. Eng. Town Planing

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29/11/14
 S.E.B.P.

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 06109/14
 E.B.P (SM)

Executive Engineer, Building Proposals
 B/C Zones E. & - II 5th Wards.

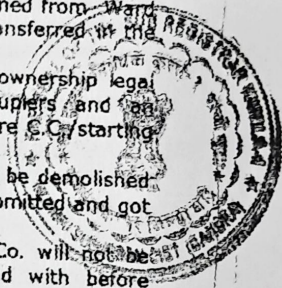
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BRIHANMUMBAI MAHANAGARPALIKA
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5. That the Licensed Structural Engineer will not be appointed, supervision memo as per appendix XI Regulation 5(3)(IX) will not be submitted by him
6. That the structural design and calculations for the proposed work considering seismic forces as per I.S. Code Nos. 456-2000, 13920 - 1993, 4326 and 1893 - 2002 as per circular u.no.CE/PD/11945/1 dated 2.2.2006 for existing building showing adequacy thereof to take up additional load will not be submitted by him.
7. That the regular/sanctioned/ proposed lines and reservations will not be got demarcated at site through A.E.(Survey)/E.E.(T&C)/ E.E.(D.P.)/ D.I.L.R. before applying for C.C.
8. That the registered undertaking and additional copy of plan shall not be submitted for agreeing to hand over the setback land free of compensation and that the setback handing over certificate will not be obtained from Ward Officer and the ownership of the setback land will not be transferred in the name of M.C.G.M.
9. That the Indemnity Bond indemnifying the Corporation for ownership legal dispute, damages, risks, accidents, etc. and to the occupiers and an undertaking regarding no nuisance will not be submitted before C.C. starting the work.
10. That the existing structure proposed to be demolished will not be demolished or necessary phase programme with agreement will not be submitted and got approved before C.C.
11. That the requirements of N.O.C. from Local Power Supply Co. will not be obtained and the requisition, if any, will not be complied with before occupation certificate / B.C.C.
12. That the qualified registered site supervisor through architect/structural engineer will not be appointed before applying for C.C. & his name and licence No. duly revalidated will not be submitted.
13. That 'No dues pending' certificate from Assistant Engineer, Water Works 'S' Ward before C.C. shall not be submitted.
14. That adequate care in planning, designing and carrying out construction will not be taken in the proposed building to provide for the consequence of settlement of floors and plinth filling etc.
15. That adequate care will not be taken to safeguard the trees existing on the plot while carrying out construction work & remarks from S.G. shall not be submitted.
16. That the notice under Sec. 347 (1)(a) of the Mumbai Municipal Corporation Act will not be sent for intimating the date of commencement of the work.
17. That this office will not be intimated in prescribed proforma for checking the opens spaces and building dimensions as soon as the work upto plinth is completed.
18. That the clearance certificate from assessment Department regarding upto date payment of Municipal taxes etc. will not be submitted.
19. That the requirement of bye law 4© will not be complied with before starting the drainage work and in case Municipal sewer is not laid, the drainage work will not be carried on as per the requirement of Executive Engineer (Sewers Project), Planning & completion certificate from him will not be submitted.



S.E. P. W. A. E. B. P. (S/T)

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 of Eastern Suburbs.

20. That the copy of Intimation of Disapproval conditions & other layout or sub-division conditions imposed by the Corporation in connection with the developmental site shall not be given to the would be purchaser and also displayed at site.
21. That the N.A. permission from the Collector of Mumbai shall not be submitted.
22. That a Janata Insurance Policy or policy to cover the compensation claims arising out of Workmen's Compensation Act 1923 will not be taken out before starting the work and will not be renewed during the construction.
23. That the development charges as per M.R.T.P.(amendment) Act 1992 will not be paid.
24. That the carriage entrance shall not be provided before starting the work.
25. That the registered undertaking in prescribed proforma agreeing to demolish the excess area if constructed beyond permissible F.S.I. shall not be submitted before asking for C.C.
26. That the adequate & decent temporary sanitary accommodation will not be provided for construction workers on before starting the work.
27. That the documentary evidence regarding ownership, area and boundaries of holding is not produced by way of abstracts from the District Inspector of Land Records, extracts from City Survey Record and conveyance deed etc.
28. That separate P.R. Cards for each sub-divided plots, road etc. for exhibiting area in words & figures etc. will not be submitted.
29. That the debris will not be removed before submitting the building completion certificate and requisite deposit will not be paid before starting the work towards faithful compliance thereof.
30. That the No Objection Certificate from Hydraulic Engineer for the proposed development will not be obtained and his requirements will not be complied with.
31. That the registered undertaking to form Co-op-Hsg. Society will not be submitted before starting of work.
32. That the society will not be formed & got registered and true copy of the registration of society will not be submitted.
33. That the proposal will contravene the section 251(A)(A) of the Mumbai Municipal Corporation Act.
34. That the remarks from Asst. Engineer, Water Works regarding location, size capacity of the suction tank, overhead storage tank for proposed and existing work will not be submitted before starting the work and his requirements will not be complied with.
35. That the capacity of overhead tank will not be provided as per 'P' form issued by department of Hydraulic Engineer and structural design to that effect admitted before requesting to grant commencement certificate.
36. That the phase programme for infrastructure development will not be submitted and got approved and will not be developed as per phase programme.
37. That the undertaking for paying additional premium due to increase in land rate as and when demanded shall not be submitted.
38. That the N.O.C. from Insecticide Officer shall not be submitted.
39. That the board mentioning the name of Architect/Owner shall not be displayed on site.

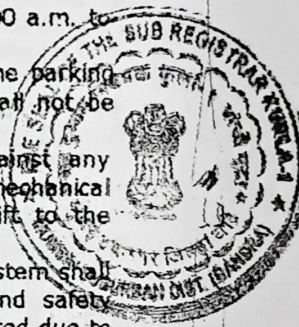
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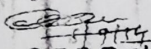
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o/c (Eastern Suburbs.) - II

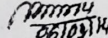
BRIHANMUMBAI MAHANAGARPALIKA

No. CE / 1375 / BPES / AS 06 SEP 2014

- 40. That the debris management plan shall not be submitted to S.W.M. Department.
- 41. That the register U/T shall not be submitted by Owner / Developer / Builder to sell the tenements / flats on carpet area basis only and abide by the provisions of Maharashtra Ownership flats ((Regulation of the promotion of construction, sale, Management & Transfer) Act; (MOFA) amended upto date Indemnity Bond indemnifying MCGM & its officers from any legal complications arising due to MOFA shall not be submitted.
- 42. That the registered undertaking from the owner stating that they will not object development of the neighbouring plot which may involve deficiency in open space shall not be submitted.
- 43. That the registered undertaking stating that the owner/ developer will not object in future for development of adjoining plot whenever they came forward for development, which may involve deficient open space and the clause to that effect will be incorporated in sale agreement.
- 44. That the work of construction shall not be carried out between 7.00 a.m. to 7.00 p.m.
- 45. That the registered under taking stating that area reserved for the parking purpose shall be used / utilized for the parking purpose only, shall not be submitted.
- 46. That the registered undertaking indemnifying the M.C.G.M. against any litigation arising out of hardship to user in case of failure of mechanical system/ car lift/ nuisance due to mechanical system and car lift to the building under reference and to the adjoining wing / building
- 47. That the registered undertaking stating that mechanical parking system shall be equipped with electric sensor and also proper precaution and safety reasons shall be taken to avoid any mishap and the damages occurred due to flooding in lift, if any and maintenance of mechanized parking system shall be done regularly and registered undertaking and indemnity bond to that effect shall not be submitted.
- 48. That as per Circular No.ChE/27921/DP/Gen dated 06/01/2014, the owner / developer and concerned architect / L.S. shall compile and preserve the following documents :-
 a)Ownership document, b)Copies of IOD, CC subsequent amendments, O.C.C., B.C.C. and corresponding canvass mounted plans, c) copies of Soil Investigation Reports, d)RCC details and canvas mounted structural drawings, e) Structural Stability Certificate from Licensed Structural Engineer,f)Structural Audit Reports, g)All details of repairs carried out in the buildings, h) Supervision certificate issued by the Licensed Site Supervisor, i) Building Completion Certificate issued by L.S. / architect, j) NOC and completion certificate issued by the C.F.O., k)Fire Safety Audit carried out as per the requirement of C.F.O.
 The above documents / plans shall be handed over to the end user / prospective society within a period of 30 days in case of redevelopment of properties and in other cases, the same should not be handed over within a period of 90 days after granting Occupation Certificate.
- 49. That all the structural members below the ground shall not be designed considering the effect of chlorinated water, sulphar water, seepage water etc. and any other possible chemical effects and due care while constructing the same will be taken and completion certificate to that effect shall be insisted before granting further C.C. beyond plinth from the licensed Structural Engineer.




 S.E.B.P. / A.E.B.P.(S/T)


 Executive Engineer Building Proposal
 (Eastern Suburbs.) - II

BRIHANMUMBAI MAHANAGARPALIKA

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- That the conditions mentioned in DP release letter u/no.CHE/31275/DPES of 15.01.2014 shall be not complied with.
- No third-party rights are created and shall not be created in the property on the basis of issue of IOD and approvals of plan, till ULC NOC is obtained.
52. That the MOEF NOC shall not be submitted that the demolition of existing structures shall not be done prior to MOEF NOC.
 53. That the High rise NOC shall not be submitted.
 54. That the NOC from Noval shall not be submitted.
 55. That the P.R.Cards in the name of present owner shall not be submitted.
- B) CONDITIONS TO BE COMPLIED WITH BEFORE FURTHER C.C.**
- 1) That the N.O.C. from Civil Aviation Department will not be obtained for the proposed height of the building.
- C) GENERAL CONDITIONS TO BE COMPLIED WITH BEFORE O.C.**
1. That some of the drains will not be laid internally with C.I. pipes of adequate size.
 2. That the dust bin will not be provided as per C.E.'s circular No.CE/9296/11 of 26.6.1978.
 3. That the surface drainage arrangement will not be made in consultation with Executive Engineer (S.W.D.) or as per his remarks and a completion certificate will not be obtained and submitted before applying for occupation certificate.
 4. That 10 ft. wide paved pathway upto staircase will not be provided.
 5. That the surrounding open spaces, parking spaces and terrace will not be kept open and unbuild upon and will not be leveled and developed before requesting to grant permission to occupy the building or submitting the B.C.C. whichever is earlier.
 6. That the name plate/board showing plot No. name of the building etc. will not be displayed at a prominent place before O.C.C./B.C.C.
 7. That the parking spaces shall not be provided as per D.C. Regulation No.36.
 8. That B.C.C. will not be obtained and I.O.D. and debris deposit etc. will not be claimed for refund within a period of 6 years from the date of its payment.
 9. That the provision will not be made for making available water for flushing and other non-potable purposes through a system of bore well and pumping that water through a separate overhead tank which will be connected to the drainage system and will not have any chances of mixing with the normal water supply of the Corporation.
 10. That the certificate to the effect that the licensed surveyor has effectively supervised the work and has carried out tests for checking leakages through sanitary blocks, termites, fixtures, joints in drainage pipes etc. and that the workmanship is found very satisfactory shall not be submitted.
 11. That three set of plans mounted on canvas will not be submitted.
 12. That the certificate from Lift Inspector regarding satisfactory installation and operation of lift will not be submitted.
 13. That the federation of flat owners of the sub-division/ layout for construction and maintenance of the infrastructure will not be formed.

8/9/14
S.E.B.P. of W.A.E.B.P (S/T)

(Mummy 06/09/14)
Executive Engineer Building Proposal
(Eastern Suburbs.)

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BRIHANMUMBAI MAHANAGARPALIKA
 No. CE / 1375 / EPES / AS 06 SEP 2014

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14. That the adequate provision for post-mail boxes shall not be made at suitable location on ground floor /stilt.
15. That the every part of the building construction and more particularly, overhead tank will not be provided with a proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder etc.
16. That the final NOC from S.G. shall not be submitted.
17. That the infrastructural works such as; construction of handholes/manholes, ducts for underground cables, concealed wiring inside the flats/rooms, rooms/space for telecom installations etc. required for providing telecom services shall not be provided.
18. That the requisitions of clause No.45 & 46 of D.C.R.91 shall not be complied with.
19. That the provision for rain water harvesting as per design prepared by approved consultant in the field shall not be made to the satisfaction of Municipal Commissioner.
20. That the Vermiculture bins for disposal of wet waste as per the design and specification of Organizations / individuals specialized in this field, as per the list furnished by Solid Waste Management Department of MCGM, shall not be provided to the satisfaction of Municipal Commissioner
21. That the final CFO NOC shall not be submitted.



D) CONDITIONS TO BE COMPLIED WITH BEFORE B.C.C.

1. That certificate under Section 270-A of the Bombay Municipal Corporation Act will not be obtained from H.E.'s department regarding adequacy of water supply.

Mmm
 08/09/14
 o/c Executive Engineer
 (Building Proposals)E.S.II

67114
 S.E.P. A.E.B.P.(ST)

20/02/2018

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. कुर्ला 1
दस्त क्रमांक : 1835/2018
नोंदणी :
Regn:63m

गावाचे नाव : 1) कांजूर

- (1) विलेखाचा प्रकार करारनामा
(2) मोबदला 10196763
(3) बाजारभाव(भाडेपट्टयाच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे) 9012568.95
(4) भू-मापन,पोटहिस्सा व परक्रमोक(असल्यास)

(5) क्षेत्रफळ

1) पालिकेचे नाव: मुंबई म.न.पा. इतर वर्णन : सदनिका नं: टी2-3303, माळा नं: 33 वा मजला, इमारतीचे नाव: सिट्टस रुणवाल फेरिस्ट, ब्लॉक नं: भांडुप प मुंबई-400078, रोड नं: एल बी एस मार्ग, इतर माहिती: एक कार पार्किंग स्पेस((C.T.S. Number : 596 596/1 TO 6 597 597/1 TO 7 598 598/1 TO 3 599A 599A/1 TO 81 601 602 602/1 TO 9 603 604 605 605/1 TO 17 606 606/1 TO 83 607 607/1 TO 31 607A 607D ;))
1) 48.16 चौ.मीटर

(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.

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

1): नाव:- व्हिलारेटर अलॉय कास्टिंग्स लिमिटेड चे ऑथोराईज सिग्रेटरी सोहित डी बाजपई तर्फे मुखत्यार रितेश प्रताप सावंत वय:-32; पत्ता:-, 4 था मजला, रुणवाल एन्ड ओमकार ईस्केअर, ऑप चुनाभट्टी सिग्रल सायन पु, ऑफ इस्टर्न एक्सप्रेस हायवे, राओळी कॉप, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400022 पॅन नं:-AAACW0462F

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

1): नाव:- सारीका जितेंद्र भोसले वय:-35; पत्ता:-सि/12 रूम नं 14, -, सह्याद्री नगर चारकोप, कादिवली प, -, काण्डीवाळी पश्चिम, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400067 पॅन नं:-BMNPB4302A

(9) दस्तावेज करुन दिल्याचा दिनांक 17/02/2018

(10) दस्त नोंदणी केल्याचा दिनांक 17/02/2018

(11) अनुक्रमांक, खंड व पृष्ठ 1835/2018

(12) बाजारभावाप्रमाणे मुद्रांक शुल्क 510000

(13) बाजारभावाप्रमाणे नोंदणी शुल्क 30000

(14) शेर

मुल्यांकनासाठी विचारात घेतलेला तपशील :-

मुल्यांकनाची आवश्यकता नाही कारण दस्तकारानुसार आवश्यक नाही कारणचा तपशील दस्तकारानुसार आवश्यक नाही

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

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



खरी प्रत

जुहू दुय्यम निबंधक, कुर्ला-1
मुंबई उपनगर जिल्हा.

17/02/2018 5:37:49 PM

दस्त गोपवारा भाग-2

दस्त क्रमांक : करल1/1835/2018
दस्ताचा प्रकार :- करारनामा

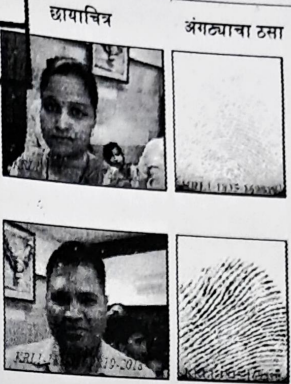
करल 1
दस्त क्रमांक:1835/2018

करल - 9	
9639	पक्षकाराचा प्रकार
लिहून देणार	वय :-35
स्वाक्षरी	

अनु क्र. 1 पक्षकाराचे नाव व पत्ता
 नाव:सारीका जितेंद्र भोसले
 पत्ता:सि/12 रूम नं 14, -, सह्याद्री नगर कांदिवली प, -
 MAHARASHTRA, MUMBAI, Non-Government.
 पॅन नंबर:BMNPB4302A

अनु क्र. 2 नाव:व्हिलाब्रेटर अलॉय कास्टिंग लिमिटेड चे
 ऑथोराईज सिग्रेटरी मोहित डी बाजपई तर्फे मुखत्यार
 रिदेश प्रताप सावंत
 पत्ता:-, 4 था मजला , रुणवाल एन्ड ओमकार ईस्ट्रेअर,
 ऑप चुनाभट्टी सिप्रल सायन पु, ऑफ इस्टर्न एक्सप्रेस
 हायवे, राखळी कांप , MAHARASHTRA,
 MUMBAI, Non-Government.
 पॅन नंबर:AAACW0462F

Blaske
 लिहून देणार
 वय :-32
 स्वाक्षरी
Yog



दरील दस्तऐवज करून देणार तथाकथित करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिक्षा क्र.3 ची वेळ:17 / 02 / 2018 05 : 14 : 00 PM

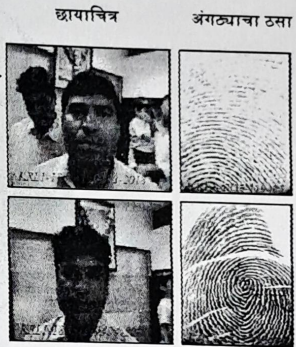
ओळख:-

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

अनु क्र. 1 पक्षकाराचे नाव व पत्ता
 नाव:अमोल गणेश मेळ्ही
 वय:40
 पत्ता:एच/२०५ श्री सूर्योदय सोसा दहिसर पु
 पिन कोड:400068

अनु क्र. 2 नाव:जितेंद्र - भोसले
 वय:42
 पत्ता:सि/12 रूम नं 14 सह्याद्री नगर चारकोप कांदिवली प
 पिन कोड:400067

Amol
 स्वाक्षरी
Jitendra
 स्वाक्षरी



शिक्षा क्र.4 ची वेळ: 17 / 02 / 2018 05 : 16 : 58 PM

शिक्षा क्र.5 ची वेळ:17 / 02 / 2018 05 : 17 : 24 PM नोंदणी पुस्तक 1

निबंधक कुर्ला 1

प्रमाणित करण्यात येते कि या दस्तामळे
 एकूण दोन (2) खटात पाने आहेत.
 करल - 9 / 9639 / 2096
 पुस्तक क्रमांक 9 क्रमांकावर नोंदला :
 दिनांक : 9/2/2018

EPayment Details.

sr. Epayment Number
 1 MH010750008201718F

Defacement Number
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 निबंधक कुर्ला-9
 मुंबई उपनगर 1835/2018



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