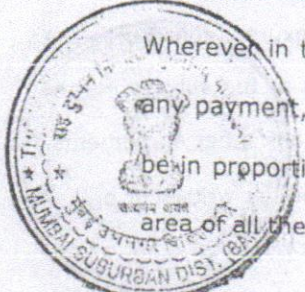


करल provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

२०१३. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT



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

35. FURTHER ASSURANCES

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

36. PLACE OF EXECUTION

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

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

[Handwritten signature]

38. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served.

If sent to the Allottee or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name & Address of Allottee:

Mr. Dhruv Davar

address at E 190 Lajpat Nagar Area
New Delhi - 110024

Notified Email ID: dhruvdavar@gmail.com

Promoter Name & Address:

M/S. WESTIN DEVELOPERS PVT. LTD., having its Registered Office at S.B.I MILAN and a Corporate Office at 1st Floor, SBI Milan CHS, Off Veera Desai Road, Near Andheri sports Complex, Andheri (West), Mumbai 400058.

Notified Email ID: project.ratnadeep2015@yahoo.in

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

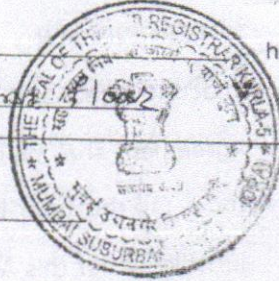
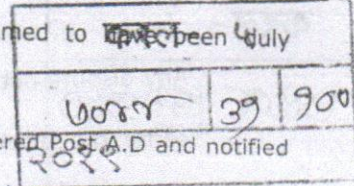
40. JOINT ALLOTTEES

That in case there are Joint Allottee/s all communications shall be sent by the Promoter to the Allottee/s 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 Allottee/s.

41. STAMP DUTY AND REGISTRATION

The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.

42. DISPUTE RESOLUTION



having

[Handwritten signature]

[Handwritten signature]

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

43. GOVERNING LAW



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

44. The stamp duty and registration charges of and incidental to this agreement shall be borne and paid by the Purchasers alone.

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands and signatures the day and year first hereinabove written.

FIRST SCHEDULE ABOVE REFERRED TO:

(the said Land):

All that piece or parcel of land or ground admeasuring 1830.00 sq. meters bearing on the land bearing Survey No. 20 (pt), of Village: Chembur, Taluka - Kurla, District -Mumbai Suburban in the Registration District of Mumbai Suburban City and bounded as follows that is to say:

ON or towards the North: By building No. 57 and 56.

ON or towards the South: By building No. 54 and 30 M wide Road.

ON or towards the East: By 30 M wide Road.

ON or towards the West: By Building No. 55 and 56.

D. D. D.

SECOND SCHEDULE ABOVE REFERRED TO:

(the said Premises)

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Flat No. 1201 on the 12th floor admeasuring 64.82 Sq. Mtrs Carpet Area (As per RERA) of the said Building "Chembur Ratnadeep" in Wing "A" lying and located on the property most particularly described in the first schedule herein

SIGNED AND DELIVERED)

By the within named Developers)

For Westin Developers Pvt. Ltd.

M/S. WESTIN DEVELOPERS PVT. LTD.)

Shankar

Director



Through the hands of its duly authorized)



Signatory.)

Shankar Wade)

in the presence of)

1) Mr. Dhruv Davak)

Daw

2))



SIGNED AND DELIVERED)

By the within named "Purchaser")

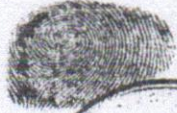
1) SAINIVAS KONDAT)

2) *Sainivas*)

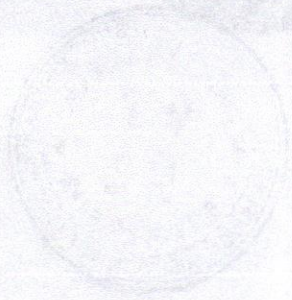
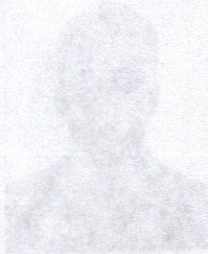
In the presence of ...)

1) SAINIVAS KONDAT)

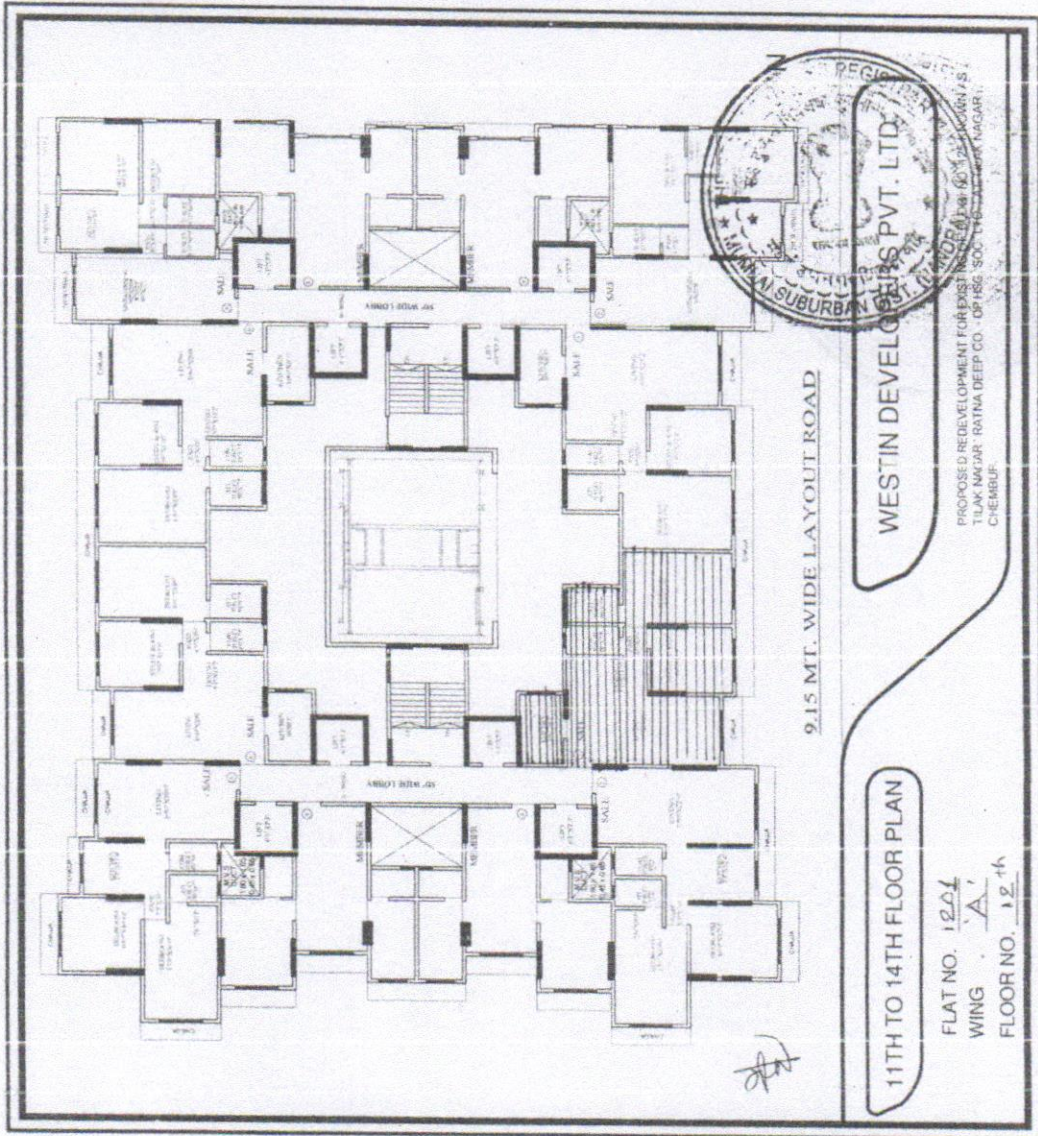
2) *Sainivas*)



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11TH TO 14TH FLOOR PLAN

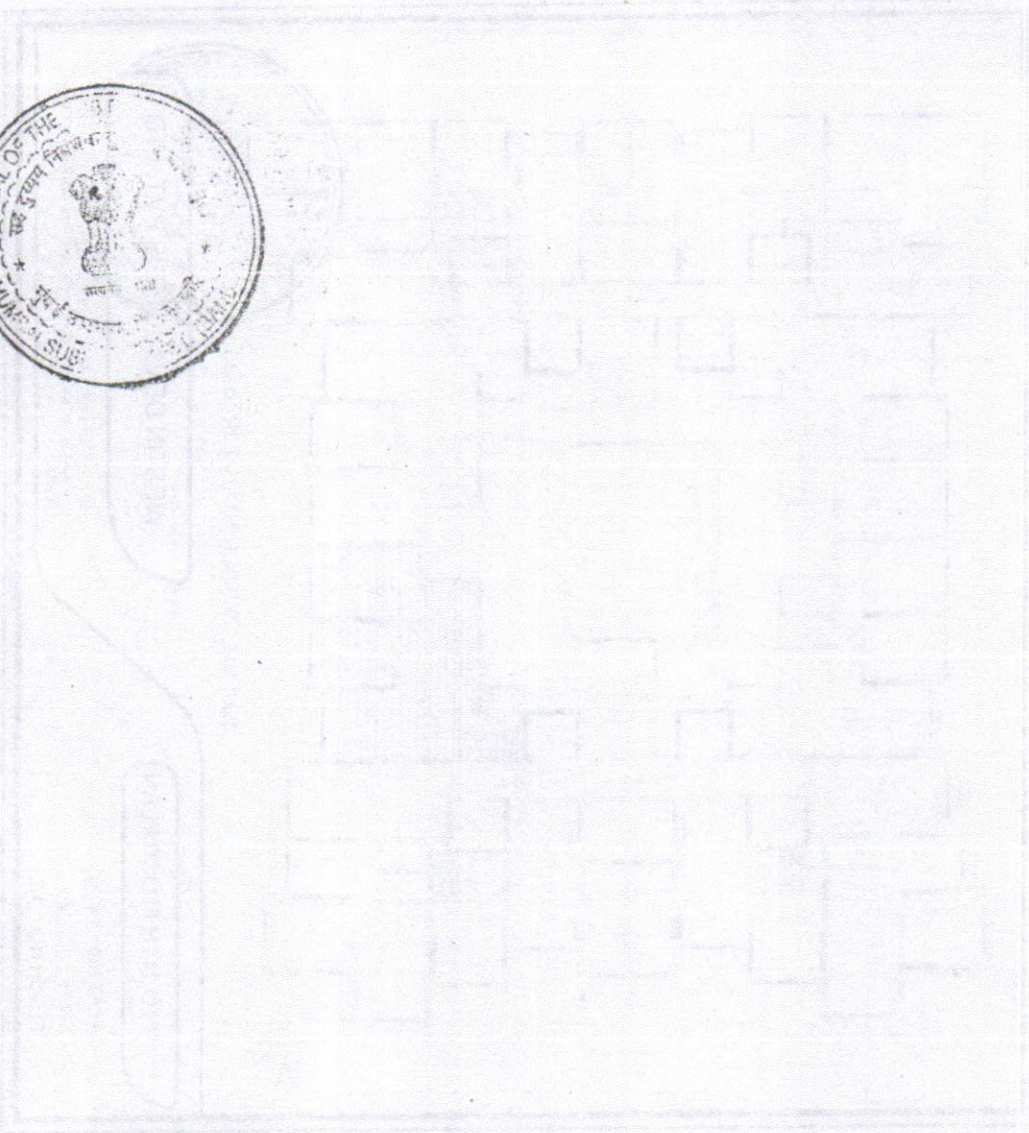
FLAT NO. 1204

WING 'A'

FLOOR NO. 12th

Draw

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

No CE/5182/BPES/AM

COMMENCEMENT CERTIFICATE

To,
M/s Ratnadeep Co. Op Hsg. Soc. Ltd
Bldg. No. 125 on plot bearing C.T.S. No.20 (Pt) of
Village Chembur at Tilak Nagar, MHADA Layout,
Chembur.

Sir,

With reference to your application No. CE/5182/BPES/AM Dated 30/12/2016 for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no. 337 (New) dated 30/12/2016 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. - C.T.S. No. 20 (Pt) Division / Village / Town Planning Scheme No. CHEMBUR-W situated at - Road / Street in **M/W 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 (M)** Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 13/12/2016

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Valid Upto : 13/12/2016

Remark :

C.C. upto top plinth as per approved amended plans dt. 24/09/2014.

Approved By
K.G.Shahdadpuri
Executive Engineer

Issue On : 14/12/2015

Valid Upto : 13/12/2016

Remark :

C.C. upto top plinth as per approved amended plans dt. 24/09/2014.

Approved By
K. G. Shahdadpuri
Executive Engineer

Issue On : 7/5/2016

Valid Upto : 13/12/2016

Remark :

C.C. upto 10th upper floors as per approved amended plans dt. 24/09/2014.

Approved By
Ramesh N. Kulkarni
Assistant Engineer (BP)

Issue On : 14/10/2016

Valid Upto : 13/12/2016

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Remark :

C.C. upto 12th upper floors as per approved amended plans dt. 24/09/2014.

Approved By

Ramesh N Kulkarni

Assistant Engineer (BP)



Issue On : 6/7/2017

Valid Upto : 5/7/2018

Remark :

Full C.C. as per approved amended plan dated 22.6.17 except for flat nos. 5,6 on 16th floor in wing A and flat nos. 3,4,5,6 on 16th floor in wing B.

Approved By

Assistant Engineer (M)

Assistant Engineer (BP)

Issue On : 2/2/2018

Valid Upto : 13/12/2018

Remark :

Full C.C. as per approved amended plans dated 22.06.2017

Document certified by
Ramesh Nagbhusan
Kulkarni.

Name: Ramesh Nagbhusan Kulkarni
Designation: Assistant Engineer
Organization: Person
Date: 02 Feb-2018 11:05:30



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

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Cc to:

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

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

Form 346
88

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

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07 DEC 2013
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EC-48

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

MEMORANDUM

No. E.B./CE/ BS/A
CE / 5182 / EPES / AM

Chembur Ratnadeep CHS Ltd.



With reference to your Notice, letter No. 1871 dated 24.05.2012 and delivered on 20 and the plans, Sections Specifications and Description and further particulars and details of your buildings at Proposed redevelopment of existing Bldg. 125, known as Chembur Ratnadeep CHS Ltd. on plot bearing C.T.S. No. 20 (Pt) of Village Chembur at Tilak Nagar, MHADA Layout, furnished to me under your letter, dated 20. I have to inform you that I cannot approval of the building or 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.P. & 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.18(27).
3. That the low lying plot will not be filled up to reduced level of atleast 92 T.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders, etc. and will not be leveled, rolled, consolidated and sloped towards road side before starting the work.
4. That the specification for layout D.P. for 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.
5. That the Licensed Structural Engineer will not be appointed, supervision memo as per appendix XI Regulation 5,37(X) will not be submitted by him.

M. K. Kulkarni
07.12.2013
Executive Engineer Building Proposal
(Eastern Suburbs.)-2

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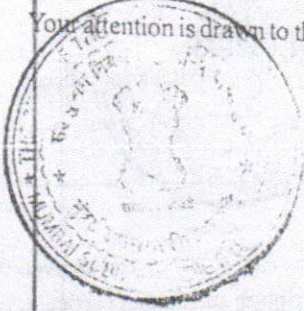
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) That proper gutters and down pipes are not intended to be put to prevent water dropping from the leaves of the roof on the public street.

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

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the day of 200 , 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.



M. H. D. S.
07.12.2013
Executive Engineer, Building Proposals,
Zone, E-S/M/W/Wards.

SPECIAL INSTRUCTIONS

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

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

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

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

"(a) Not less than 2 feet (60 cms.) above the 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. () 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. Thus compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion 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.