

30/06/2016

सची क्र.2

दुय्यम निबंधक : सह दु.नि. बोरीवली 2

दस्त क्रमांक : 6430/2016

नोवंगी Regn:63m

#### गावाचे नाव: 1) मालाड

(1)विलेखाचा प्रकार

करारनामा

(2)मोबदला

20519300

(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार'ते नमुद करावे)

13065000

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

1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :सदनिका नं: सदनिका क्र 1203 विंग बी, माळा नं: बारावा मजला, इमारतीचे नाव: रोमेल दिवा, ब्लॉफ नं: मालाड पश्चिम मुंबई, इतर माहिती: मॅकेनिकल कार पार्किंग स्पेस फॉर 1 कार( ( C.T.S. Number : 954D ; ) )

(5) क्षेत्रफळ

1) 100.37 चौ.मीटर

(6) आकारणी किंवा जुडी देण्यात असेल

(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा

आदेश असल्यास,प्रतिवादिचे नाव व

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

1): नाव:-रोमेल रियल ईस्टेट प्रा.ली.चे संचालक ज्यूड रोमेल तर्फे मुखत्यार विजय कायंदेकर वय:-31; पत्ता:-प्लॉट नं: सदनिका क्र 101 बी विंग, माळा नं: पहिला मजला, इमारतीले नाव: घरकुल को ऑप ही सो ली, ब्लॉक नं: विलेपार्ले पूर्व मुंबई , रोड नं: आझाद रोड , महाराष्ट्र, मुम्बई, पिन कोड:-400057 पॅन नं:-AAACR2503C

1): नाव: उमा के. सामते दिया वय: 60: पत्ता:-प्लॉट नं: 8/15, माळा नं: -, इमारतीचे नाव: पिरामल नगर, ब्लॉक ने लोकेगाब पश्चिम मुंबई , रोड नं: एस व्ही रोड , महाराष्ट्र, मुम्बई. पिन कोड:-400062 जैन न AMERS2096Q

2): नाव; हेमंत सामारिया वंग 40; पत्ताः फ्लॉट नं: 8/15, माळा नं: -, इमारतीचे नाव: पिरामल नगरः क्लॉक ने किर्दान पश्चिम मुंबई; रोड नं: एस व्ही रोड , महाराष्ट्रः मुन्बई. पिन कोड: -400062 पेनान AMDRS 5882K
3): नाव:-किशनगाप्ताल - सागारी रियालयः 65; प्रताः-प्लॉट नं: 8/15, माळा नं: -, इसारतीचे नाव: पिरामल नगर, ब्लॉक नं: गोरेगाल पश्चिम मुंबई, रोड नं: एस व्ही रोड , महाराष्ट्रः मुम्बई.

पिन कोड:-400062 पॅन न:-ALAPS4431N

(9) दस्तऐवज करुन दिल्याचा दिनांक

29/06/2016

(10)दस्त नोंदणी केल्याचा दिनांक

30/06/2016

(11)अनुक्रमांक,खंड व पृष्ठ

6430/2016

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

1026000

(13)वाजारभावाप्रमाणे नोंदणी शुल्क

30000:

(14)शेरा

मुल्यांकनासाठी विचारात घेतलेला नपशील:-:

मुद्रांक शुल्क आकारत

अनुच्छेद :- :

the limits of any Municipal Corporation or any Cantonment area

TRUE COPY

UMESH SHIWAJI DALVI Special Executive Officer Regd. No. 9154 S/4/3, Sundar Nagar, S. V. Road, Malad (W) Mumbai - 400 064





#### SLUM REHABILITATION AUTHORITY

No. SRA/DDTP/667/PN/PL/AP Date - 3 Nov 2070

To, Mechitect Shri Girish Chaudhari 101, B-wing, Gharkul Apts., Mumbai – 400 057.9

Sub:- Full Occupation Certificate for sale building consisting of Wing 'A' Stilt/Ground + 23rd Floors & Wing 'B' Stilt + 23rd Upper Floors of S.R. Scheme No. 1 on plot bearing CTS Nos. 954B & 954D of village Malad at off Chinch Bunder Road, at Malad (W), Mumbai in P/N Ward under reg. 33/14(D) of DCR 1991.

Ref: - Your letter dated 21/02/2019.

### Gentlemen,

In continuation to part occupation granted on dated 29/04/2017, now it is to inform you that the permission to occupy the Sale Building consisting of Wing 'A' Stilt/Ground + 23<sup>rd</sup> Floors & Wing 'B' Stilt + 23<sup>rd</sup> Upper Floors under the supervision of Architect Shri Girish Chaudhari (License No. CA/5783/80), Consulting Structural Engineer Shri. Achyut Watve (Reg. No. STR/W/10), Site Supervisor Shri Girish Chaudhari (Reg. No. C/68/SS-1) and shown in red colour on the plans submitted by you on 21/02/2019 is hereby granted subject to the following conditions;-

- 1. The full occupation permission to Sale building is granted for Wing 'A' Stilt/Ground + 23<sup>rd</sup> Floors & Wing 'B' Stilt + 23<sup>rd</sup> Upper Floors including 2 nos. of parking tower.
- That the certificate under section 270A of MMC, Act shall be obtained from A.E. (WW)-P/N ward and a certified copy of the same shall be submitted to this office.

3. That the O.C.C. for the balance sale FSI in scheme no. 2 plot bearing CTS nos. 19A(PT.), 19/B1, 19/C(PT), 20/B(PT.), 20/C (PT.) & 25/D of village Malad east, shall be granted subject to handing over of PTC tenements.

One set of plans of Sale building comprising Wing 'A' Stilt/Ground + 23<sup>rd</sup> Floors & Wing 'B' Stilt + 23<sup>rd</sup> Upper Floors is returned herewith as token of approval.

Yours faithfully,

sol-

Executive Engineer Slum Rehabilitation Authority

Copy to:

✓. M/s. Romell Real Estate Pvt. Ltd.

- 2. Asst. M.C., P/North ward
- 3. A.E. (WW), P/ North ward
- 4. A.A. & C., P/ North ward

Executive Engineer
Slum Rehabilitation Authority

पावती

Original/Duplicate

नोंदणी क्रं. : 39म

Regn.:39M

Thursday, June 30, 2016 9:23 AM

पावती क्रं.: 7565

दिनांक: 30/06/2016

गावाचे नाव: मालाड

दस्तऐवजाचा अनुक्रमांक: बरल-2-6430-2016

दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: उमा के, सांगानेरिया

नोंदणी फी

दस्त हाताळणी फी

रः. 30000.00

रु. 2320.00

पृष्ठांची संख्या: 116

एकूण:

₹. 32320.00

आपणास मूळ दस्त , थंबनेल प्रिंट, सूची-२ अंदाजे 9:42 AM ह्या वेळेस मिळेल.

बाजार मुल्य: रु.13065000 /-मोबदला रु.20519300/-

भरलेले मुद्रांक शुल्क: रु. 1026000/-

सह दुख्यम निबंधक बीरीयली - २. मुंबई उपनगर जिल्हा

1) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-डीडी/धनादेश/पे ऑर्डर क्रमांक: MH002190932201617E दिनांक: 28/06/2016 बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रक्कम: रु 2320/-



KEGISTERED ORIGINAL DOCUMENT

> ELEVERIED ON .....

TRUE COPY

IESH SHIWAJI DALVI Special F ecutive Officer

Re., t. No. 9154

S/4/3 'undar Nagar,

S. V Provid, Malad (VV) Mu rival - 400 064

#### ANNEXURE - D - 3

## SLUM REHABILITATION AUTHORITY 5th floor, Griha Niman Bhavan, Bandra (E) Mumbal - 400 051.

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966 (FORM "A")

NO. SRA/DDTP/667/PN/PL/AP C 4 APR 2013 COMMENCEMENT CERTIFICATE

. То,	COMPOSITE BLDG.	
Shri, Jude Romell (C.A. to Owner) Building Gharkul Apts., Azad Road,	that deliction was people from total cool and allow from rape most total	
Vile Parlo (East), Mumbai 400 057.		
With reference to your application No. 2660 dated 1 Permission and grant of Commencement Certificate under section 44 & 89 of Planning Act. 1986 to carry out development and building permissance Regional and Town Planning Act, 1986 to erect a building on plot C.T.S. No. 9548 & 9540 of village Malad(South) T.P.S. ward P./No.zth	nission under section 45 of No No	
Somvor Bozor, Mala	d (West), Mumbsi.	•
The Commencement Certificate/Building Permit is granted sub in LOI U/R No. SRA/DDTP/220/PN/PL/LOT		
IOA U/R No: SRA/DDTP/667/PN/PL/AP	dl. <u>15/01/2013</u>	
<ol> <li>The land vacated in consequence of endorsement of the setbac form part of the Public Street.</li> </ol>	k line/road widening line shall	
That no new building or part thereof shall be occupied or allo or permitted to be used by any reason until occupancy permission has to The Commencement Curtilicate/Daystonment permission has to the commencement of the commenc	wed to be occupied or used	
the date of its issue. However the construction shall r	emain valid for one year from	
4. This permission does not entitle you to	does not vest in you of in	
5. Il construction is not commenced this of		
lapse shall not bar any subsequent and the determined yet	ars provided furth action uch	,
6. This Certificate is liable to be revoked by the C.F.O. (CDA)	Carry Constitution of the	
carried out or the use thereat is not to according to the permission is gran	led und control is not &	
by the C.E.O. (SRA) is contravined or not seemed with	any of the vestricity appeard *	
misroprosoniation and the applicant and even and average by		
of soction 43 and 45 of the Mahamatian Designation out the deve	lopment work in the sample of the lope	
The conditions of this conficute shall be blodden and lown Flanni	ng Act, 1986.	<b>.</b>
The C.E.O. (SRA) has appointed Shri Avinach Rao	a nuconou or under plus	
		JOINT SUB REC
xeculive Engineer to exercise his powers and functions of the Planning said Act.	Authority under section 48 of	CAR LIBERT CAS
This C.C. is granted for work up to Stilt slab level	15000	A ( 10 C. C. C. S.
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	Executive Engineer (SRA)W, S.	THE THE PARTY OF T
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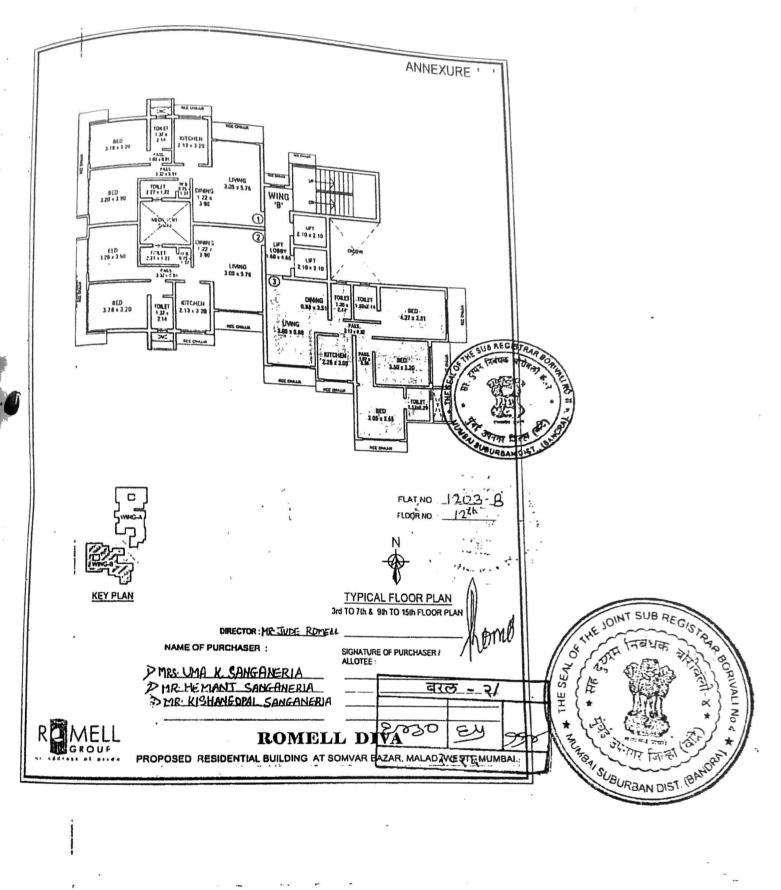
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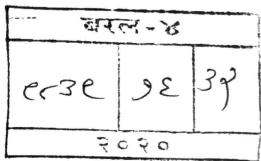
## SRAY DOTAL 667/PN/PL/AFIGIT MAY 2013

this c.c. is further extended us in full height for Rec wark and of compaint bridge word brick wark us to the floor block be of the train and per approved of and the states of the states as per approved of and the states of th

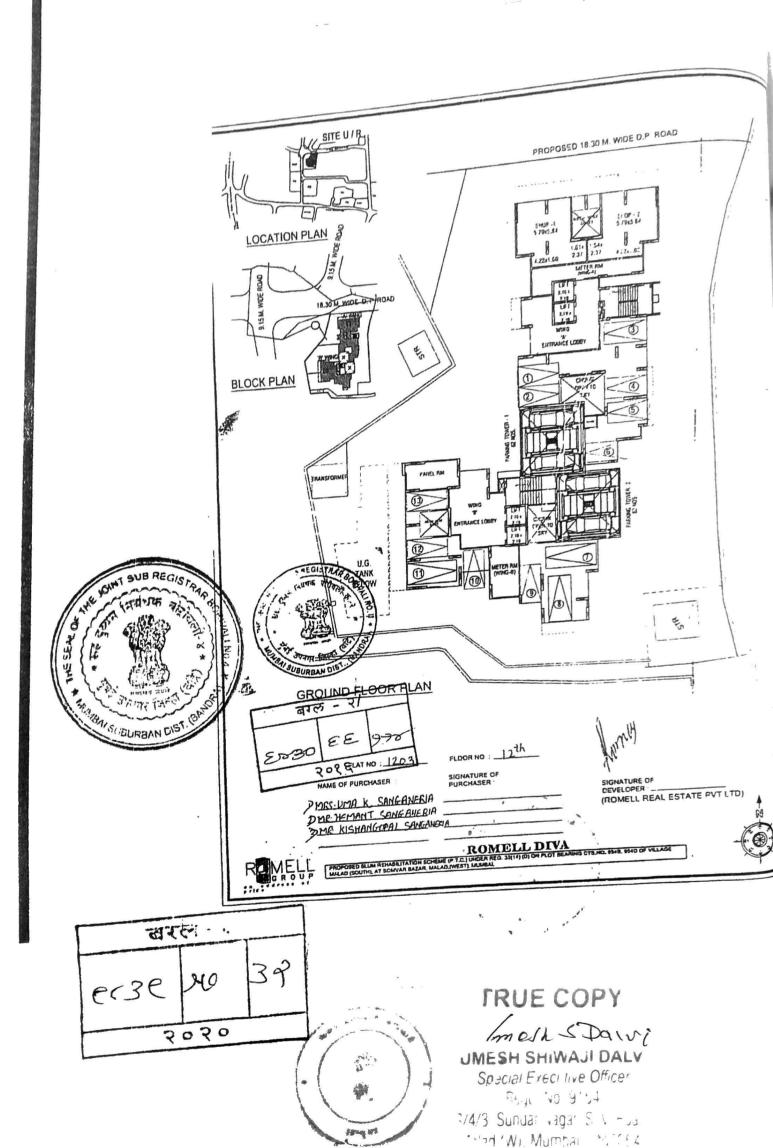
Rieglive Engineer













# CONDITIONAL NOC

Ref no: LBMUM00002930605

Date: November 24, 2020

TO.

Hemant Kishangopal Sanganeria

1203, 12th floor, B Wing, Romell Diva, Somwari Bazar, Malad West, Mumbai 400064.

Mobile: 9869657474, Email: hemant.sanganeria@gmail.com

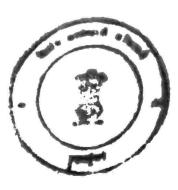
Dear Sir(s)/Madam:

Subject: No Objection Certificate ("NOC") for gifting of Property mortgaged to ICICI Bank as a security in relation to Loan Account number LBMUM00002930605.

We refer to your letter dated 21/11/2020 requesting to issuance of NOC for transfering 33 Thirty Three point Three Three percent) of your share in the Property situated 1203: 125 floor, B wing, Romell Diva, Somwari Bazar, Malad West, Mumbai 400064, to your spouse will Rinita Hemant Sanganeria ("TRANSFEREE"), by way of Gift Deed.

We hereby confirm that, we do not have any objection in you gifting 33.33% (thicty three point Three three percent) of your share in the Property to the Transferee, subject, however to complying with the following:

1) ICICI Bank shall release the title deeds of the Property only after full repayment and final settlement of all outstanding dues under your loan account with ICICI Bank.



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# Aicici Bank

2) It shall be your responsibility to ensure that your dues under the loan account are repaid in full, failing to which ICICI Bank shall not release the title deeds pertaining to the

Property.

3) The Original gift deed so executed shall be submitted to ICICI Bank and shall remain with the ICICI Bank till the full repayment and full settlement of all outstanding dues in your loan account with ICICI Bank, failing to which this NOC shall stand revoked.

The consent hereby granted is subject to you and the Transferee entering into such a subject to you and the Transferee entering into such documents as may be required by ICICI Bank and in a subject to ICICI Bank. In the event you or the Transferee do not execute the aforesaid agreements / documents for any reason whatsoever, this NOC shall forthwith become conditional until execution of the documents.

SUBURBAN DIST COMMITTED

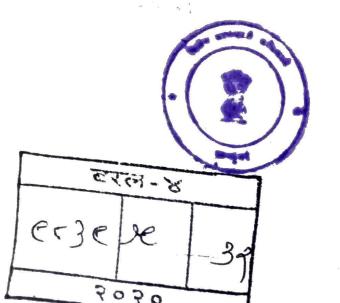


CC: The Guarantor/s

CC: Third party Security providers

CC: Co-Applicants

CC: Co-Borrowers



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IMESH SHIWAJI DALV

Spacial Frech tive Officer

No. 9114

2/4/3. Surfuar lagar 5 V Fr...

1 d Nr. Mumbar appoint

Romell Diva CHS 954, B And 954 D., Off Link Road, Somvari Bazar, Malad West, Mumbai 400064, State Name: ity Mumbal Date Credit Days: 13 Days : 19-10-2020 Due On : 1-11-2020 Billing Period NATURE OF CHARGES : JUL 2020 TO SEP 2020 Society Maintanance Charges HSN/SAC AMOUNT 24300.00 Current - Total Previous Balance 24300.00 24300.00 SEALON TO BEER LAND OF THE PARTY OF THE PART 11 26/11/2020 Aust 48600/ Aust 48600/ वराल-४ TOTAL == >>> 48600.00 : INR Forty Eight Thousand Six Hundred Only Amount In Words Terms & Conditions : For Romell Diva CH& Payment should be made in favour of "Romell Diva Chs Proposed" & A/C PAYEE ONLY Payment must be made on or before due date of every month. No post dated cheques are accepted. Manta and bedreamed the control of t Members are requested to write their name, wing, flat, bill no., date on the reverse of the chq. ETDETAILS: (NAME:ROMELL DIVA CHS PROPOSED, A/C No:2090072000022706, ACCOUNT TYPE:SAVING ACCOUNT, WEST MINNE:CITIZENCREDIT CO-GPERATIVE BANK LTD IFSC CODE:CCBL0209007.MICR CODE:40020 9007,BRANCH:BORIVALI WEST.

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Office Name BRL2_JT SUB REGISTRAR BORIVALI 2			Full Name Uma K Sanganeria										
Location	MUMBAI												
Yoar 2016-2017 One Time			Flat/Block No. Flat No.1203 Wing B 12th Fir Rom			Ir Romel							
Account Head Dotalis			Amount in Rs.	Premises/Building			I Diva						
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UMESH SHIWAJI DALVI

Special Executive Officer

Regd. No. 9154
S/4/3, Sundar Nagar,
S/4/3, Sundar Nagar,
Regd. No. 9154
S/4/3, Sundar Nagar,
Mumbei - 400 064
W) Deish Denis

S V Road Malad (W) Munitime - word one



#### AGREEMENT FOR SALE

THIS AGREEMENT made and executed at Mumbai on this 29 th day of June 2016 BETWEEN ROMELL REAL ESTATE PVT. LTD 32 Company incorporated under the Companies Act, I of 1956, having its registered office at Gharkul C.H.S., Flat No.101, First Floor, Wing-B, Azad Road, Vile Parle (East), Mumbai - 400 057 hereinafter referred to as "the DEVELOPERS" (which expression shall unless it is repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the ONE PART; AND; (1) MRS, UMA K SANGANERIA & (2) MR. HEMANT SANGANERIA & (3) MR. KISHANGOPAL SANGANERIA Adult Indian Inhabitant/s, residing / having address at 8/15, Piramal Nagar, S. V. Road, Goregaon - West, Mumbai - 400062 hereinafter referred to as "the PURCHASER/S" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in the case of individual/s his/her/their heirs, executors, administrators and permitted assigns, in the case of a partnership firm the partner or partners for the time being constituting the said firm, the survivor or survivors of them and the heirs, executors, administrators and permitted assigns of

the last surviving partner and in the case of a Company its successors, and populated assigns) of the OTHER PART:

UMESH SHIWAJI DALVI

Regd. No. 9154
Si4/3, Sundar Nagar,
S. V. Road, Malad (VV)

Mumba: - 400 064

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(a) By virtue of aniale aniation and sub-division of the properties bearing e in; Survey No 954 and 956, admeasuring in augregate 3150 50 sq mic. to as "the sand Fust Property" and the Property bearing City Sursey No 957 admeasuring 1169 20 s.j. mtrs, also situated at Malad (West, Mumbai Suburban District, hereinafter referred to as "the said Second Property" both admeasuring in aggregate 4319.70 sq. mtrs., and both the said First Property and the Second Property are hereinafter collectively referred to as "the said Larger Property" and out of the said amalgamation and sub-division of the said Larger property a naturally sub-divided Plot admeasuring 2148.8 sq. mtrs., bearing new City Survey No.954-D was formed in place and stead of the Plot bearing City Survey No.957 hereinafter referred to as "the said Plot" which said Plot is being developed by the Developers as set out hereafter.

### Short Particulars of Devolution of Title of the said First Property: 2.

- (a) At all material times One Shri Narayan Waman Mahan ('Original Owner') owned and was seized and possessed of and otherwise entitled to ALL THOSE pieces and parcels of land bearing Survey No.454. Hissa No.1 and 4 corresponding to City Survey No.954 and 956 being the said First Property together with City Survey No.955 admeasuring 23730 square metres, collectively admeasuring in aggregate 3387.80 sq. mtrs. hereinafter referred to as "the Original First Property" more particularly described Firstly in the First Schedule hereunder written;
- (b) The said Shri.Narayan Waman Mahant expired intestate on or about 3rd December, 1952 leaving behind his widow Smt. Laxmibai Narayan Mahant ('said Laxmibai') five sons viz (1) Anant Mahant ('said Anant') (2)Shyamrao Mahant ('said Shyamrao') (3)Balwant Mahant ('said Balwant') (4)Ramakant Mahant ('said Ramakant') (5)Ramkrishna Mahant ('said Ramkrishna') as his only heirs and legal representatives;

(c) The said Ramkrishna, son of Shri.Narayan Waman Mahant expired as a achelor leaving behind his mother said Laxmibai, and his four brothers iz said Anant, said Shyamrao, said Balwant, said Ramakant, as his only Teirs and legal representatives;

(d) The said Smt. Laxmibai expired intestate on or about 11th November 1985 leaving behind her four sons viz said Anant, said Shyamrao. said Balwant, said Ramakant, as her only heirs and legal representatives;

341

UMESH SHIWAJI DALVI Special Executive Officer

Regd. No. 9154 5/4/3, Sundar Nagar. S. W. Road, Malad (W) Mumbai - 400 064



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NO. NO.

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- (e) The said Anant expired intestate on 10<sup>th</sup> December, 1990 without any issues and leaving only his widow Smt. Sunita Anant Mahant ('said Sunita Anant') as his only heir and legal representative;
- (f) The said Balwant expired inte state on 30<sup>th</sup> September, 1994 leaving his widow (1)Smt. Sarita Balwant Mahant, (2)son Rajesh Mahant and two daughters (3)Smt. Jayashree Santosh Tambe nee Jayshree Mahant and (4)Smt. Sulbha Sudhakar Raikar nee Rajeshree Mahant (hereinafter referred to as 'said Sarita Balwant & Others') as his only heirs and legal representatives;
- (g) The said Ramakant expired intestate on 6<sup>th</sup> February, 1986 without any issues and leaving only his widow Smt. Surekha Ramakant Mahant ('said Surekha Ramakant') as his only heir and legal representative;
- (h) In the premises the said Sunita Anant, said Shyamrao, said Sarita Balwant & Others' and said Surekha Ramakant' (the 'said Owners') became seized and possessed of and otherwise entitled to their respective undivided share right title and interest in the said Original First property more particularly described Firstly in the First Schedule hereunder written;
- (i) As pointed out hereafter, litigation by way of Bombay High Court Suit No.988 of 1988 had taken place in respect of the said Original First Property interalia against the Owners by one Prabhakar Karhadkar and Another which was carried upto Supreme Court and was ultimately dismissed:

with the Sub-Registrar of Assurances at Bandra, under Serial No.BD registered with the Sub-Registrar of Assurances at Bandra, under Serial No.BD registered 10886 of 2004 read with Deed of Rectification dated 7th July registered with the Sub-Registrar of Bandra-2 under Serial 2312 and made between (1)said Sunita Anant, therein referred to as the 'First Owner' of the First Part, (2)said Shyamrao & Others therein referred to as the 'Second Owners' of the Second Part, (3)said Sarita Bourgest Others therein referred to as the 'Third Owners' of the Third Part, (4)said Surekha Ramakant therein referred to as the 'Fourth Owner' of the Fourth Part all therein and hereinafter referred to as "the Owners" and the Developers herein viz.Romell Real Estate Pvt. Ltd., therein referred to as the Developer of the Fifth Part, the said First to the Fourth Owner agreed to grant, assign and transfer in favour of the Developer, the right to develop the said Original First property on the terms set-out therein:

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Special Executive Officer Regd No. 9154 S/4/3, Sundar Nagar, S. V. Road, Malad (W) Mumbai - 400 064

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- (k) Simultaneously to the execution and registration of Agreement for Development dated 30th November, 2004 the said Mrs. Sunita Anant Mahant and Others have executed an irrevocable Power of Attorney duly registered in favour of the Developers and its nominees to do several acts registered in favour of the Developers and its nominees to do several acts registered in favour of the Developers and its nominees to do several acts registered in favour of the Developers and its nominees to do several acts registered in favour of the Said Original First property including interalia with power to execute Conveyance in respect of the said Original First power to execute Conveyance in respect of the said Original First power to execute Conveyance in respect of the said Original First power to execute Conveyance in respect of the said Original First power to execute Conveyance in respect of the said Original First power to execute Conveyance in respect of the said Original First power to execute Conveyance in respect of the said Original First power to execute Conveyance in respect of the said Original First power to execute Conveyance in respect of the said Original First power to execute Conveyance in respect of the said Original First power to execute Conveyance in respect of the said Original First property;
- (1) The Developers paid full consideration to Mrs.Sunita Anant Mahant & Others, the said Owners in respect of the said Original First property. Dursuant to the aforesaid Agreements the said Developers were put in possession of the said Original First property.

## 3. Litigation in respect of the Original First Property

- (a) By an Agreement for Sale dated 18<sup>th</sup> May, 1979, the said Owners agreed to allow one M/s.United Fire Engineers, a partnership firm hereinafter referred to as the said M/s. United Engineers, to develop the said Original First property for the price and on the terms and conditions more particularly set out in the said Agreement for Sale dated 18<sup>th</sup> May, 1979:
- (b) By an Agreement dated 12<sup>th</sup> May, 1981 the said M/s. United Engineers had purported to assign the rights conferred on them by virtue of the said Agreement dated 18<sup>th</sup> May, 1979 unto one Prabhakar Mahadev Karhadkar and one Ganesh N. Muley as Promoters of Ketan Co-op. Hsg. Soc. (Proposed said Society') ('the said Prabhakar Mahadev Karhadkar and Another') and permitted the said Prabhakar Mahadev Karhadkar the and Another to develop the said Original First property on the terms and conditions more particularly set out in the said Agreement for Sale dated 12<sup>th</sup> May, 1981;
- (c) The said M/s. United Engineers failed to pay the full consideration to the Owners and therefore the Owners vide their Letter dated 18<sup>th</sup> January 1983 cancelled and/or terminated the said Agreement for Sale dated 18<sup>th</sup> May. 1979 along with all other Agreements entered and executed with the said M/s. United Engineers and the said cancellation and/or termination has not been disputed by the said M/s. United Engineers:

The said Owners entered into an Agreement dated 8th January, 1988 with one Soli Pirozshah Arya and thereby interalia agreed to sell the said Original First property in favour of the said Soli P.Arya ('said Soli Arya');

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- (c) Being aggressed by the said cancellation and/or termination of the said Agreement for Sale dated 18th May, 1979 along with all other Agreements entered and executed with the said M/s. United Engineers, the said Prabhakar Mahadev Karhadkar & Another ('the said Plaintiffs') filed a Suit in the Bombay High Court of Judicature being Suit No.988 of 1988 ('the said Suit') inter alia for specific performance of the said Agreement dated 12th May, 1981 against the Owners ( the 'said Defendant No.1 to 14') and said M/s. United Engineers ( the 'said Defendant No.15') and the Soli Arya (Defendant No.16). This suit was dismissed for default on 10th November, 1997 and no application was made for restoration of the said Suit till February, 1998;
- (f) After the aforesaid Suit No.988 of 1988 being dismissed, the said Soli Arya under an Agreement for Assignment dated 29th December, 1997 assigned and transferred his rights under the said Agreement dated 8th January, 1988 unto and in favour of Mr. Jude Romell and Mr. Domnic Romell being the directors of Romell Real Estate Pvt. Ltd. the Developers herein, the Owners and the said United Engineers had joined as confirming parties to the said Agreement dated 29th December, 1997;
- (g) By an Application for Restoration of the said Suit made by the said Prabhakar Mahadev Karhadkar & Another ('the said Plaintiffs'), the said Suit was restored by the Hon'ble High Court of Bombay on 19th March, 1998 and the said Jude Romell and Domnic Romell were impleaded as Defendant Nos. 17 and 18 respectively;
- (h) By a Judgment and Order dated 11th December, 2001, 12th December, 2001 and 18th December, 2001, the said Suit was dismissed except for a decree ordering a refund of the amounts paid by the members of the said Society with interest and the same had been deposited in the H Bombay High Court on 26th September 2002;
- (i) The said Prabhakar Karhadkar & Another preferred an Appea challen the aforesaid Judgement and Order being Appeal No.1015 (Local) of 2002 (the said Appeal) in Bombay High Court wherein Notice Motion taken out by the Appellants for interim reliefs was dismissed by the Hon'ble Division Bench on 12th August, 2002;
- (j) The said Prabhakar Karhadkar & Another filed Civil Appeal No.8367 of 2007 arising out of SLP @ No.9484 of 2003 in the Hon'ble Supreme Court challenging the refusal of grant of interim reliefs in the said Notice of Motion by the Hon'ble Division Bench in the said Bonday High Tourt

Appeal No.1015, which said Civil Appeal was disposed off by the 56830 3088





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Hon'ble Supreme Court on 17th October, 2003 directing the Developers to indicate the pendency of the Appeal in the event of any Agreement or transaction being entered into with the Third Party / Parties;

- (k) As stated hereinafter the said Appeal No.1015 (Lodging No.3 5) was dismissed by Bombay High Court and SLP filed therefrom in the Supreme Court was also dismissed and as such the aforesaid Order dated 17th October, 2003 passed by the Hon'ble Supreme Court does not survive.
- (i) By a Judgment and Order dated 17<sup>th</sup> February, 2009, the said Appeal No 1015 (lodging No.315) of 2002, also came to be dismissed by the Hon ble High Court of Bombay for the reasons recorded therein;
- (m) The said Prabhakar Karhadkar & Another filed Special Leave Petition No.27110 of 2009 in the Supreme Court of India from the said Judgement and Order dated 17<sup>th</sup> February, 2009 which said SLP was dismissed on 11<sup>th</sup> December, 2009;
- (n) Accordingly, all the litigations pertaining to the said Original First Property stand disposed off and to the best of knowledge of the Developers no suit or proceedings are pending in respect of the said Original First Property.

## 4. Short Particulars of Devolution of Title of the said Second Property:

(a) At all material times the said Shri. Anant Narayan Mahant owned and was seized and possessed of and otherwise entitled to the said Second Property being ALL THAT piece and parcel of land bearing Survey No.454 Hissa No.5 corresponding to City Survey Nos.957, admeasuring 1169.2 square metres or thereabouts situate, lying and being in the revenue Village Malad(W), Taluka Malad, Mumbai Suburban District and more particularly described Secondly in the First Schedule hereunder written (hereinafter referred to as "the Second property"):

(b) The said Anant Narayan Mahant expired intestate on 10<sup>th</sup> December, 1990 without any issues and leaving only his widow Smt. Sunita Anant Mahant Others' and said Surekha Ramakant' as recited in the aforesaid Clauses possessed of and otherwise entitled to their respective undivided share right title and interest in the said Second property:

(c) One Yeshwant Ganpat Keni ('the said Yeshwant Keni') claimed to be the

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- (d) By an Indenture of Lease dated 10th June, 1964 registered with the Sub-Registrar of Assurances at Bombay, under Serial No.BOM/R/1722 of 1964 ('the said Lease Deed') made between the said Yeshwant Keni, therein referred to as the 'Lessor' of the First Part and Smt. Moolibai Ramkumar Sharma, therein referred to as the Lessee of the Other Part, the said Lessor therein demised the said Second property to the Lessee thereon on lease for 97 years commencing from 10th June, 1964 on lease rent and on terms more particularly set out in the said Indenture of Lease dated 10th June, 1964;
- (e) The said Yeshwant Keni died intestate in the year, 1969 leaving his widow Smt. Devkabai and his one Anil Yeshwant Keni and his only heirs and next of kin;
- (f) The said Smt. Moolibai Ramkumar Sharma, the Lessee of the Second property expired intestate on or about 17th October, 1987 leaving behind her husband the deceased Ramkumar Sharma, four sons (1)Prakash R. Sharma (2)Subhash R. Sharm, (3)Suresh R.Sharma, (4)Anand R. Sharma and one daughter (5)Smt. Champa S. Sharma as her only heirs and legal representatives (the 'said Prakash R. Sharma & Others');
- (g) By an Agreement for Sale dated 3<sup>rd</sup> August, 1992 the said Devkabai Yeshwant Keni and the said Yeshwant Keni agreed to sell the said Second Property to Ramdular Mataru Tiwari and pursuant there to the said Ramdular Mataru Tiwari was put in possessin of the said Property subject to the said Lease in favour of the said deceased Lessee Smt. Moolibai Ramkumar Sharma;

(h) By the said Agreement for Sale dated 3<sup>rd</sup> August, 1992, it was recorded that the said Lease Deed was never acted upon and the cancelled by the deceased Lessee;

with the Sub-Registrar of Assurances at Bandra, under Serial No. 2010 and 10987 of 2004 read with Deed of Rectification dated 7th July, 2010 and registered with the Sub-Registrar of Bandra-2 under Serial No.7312 of 2010 made between (1)said Sunita Anant, therein referred to as the 'First Owner' of the First Part, (2)said Shyamrao & Others therein referred to as the 'Second Owners' of the Second Part, (3)said Sarita Balwant & Others therein referred to as the 'Third Owners' of the Third Part, (4)said Surekha Ramakant therein referred to as the 'Fourth Owner' of the Fourth Part and the Developers herein viz.Romell Real Estate Pvt. Ltd. Ltd. Perein viso referred to as the Developer of the Fifth Part, the said First Owner to the

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Fifth Owner agreed to grant, assign and transfer in favour of the Developer, the right to develop the said Second property:

- (j) Simultaneously with the execution and registration of Agreement for Development dated 30th November, 2004 the said Mrs. Sunita Anany Development dated 30th November, and irrevocable Power of Attorney duly Mahant and Others have executed an irrevocable Power of Attorney duly registered in favour of the Developers and its nominees to do several acts pertaining to the said second property;
- (k) By Deed of Surrender of Lease dated 8th March, 2006 registered with the By Deed of Surfaces at Borivali-1, Mumbai, under Serial No.BDR-10-1721 of 2006 made between the said Mr. Prakash Sharma & Others, therein collectively referred to as the 'Lessees' of the First Part to the Fifth Part, Smt. Devkabai w/o Yeshwant Keni and Mr. Anil Yeshwani Keni (through their Constituted Attorney the said Shri Ramdular Mataru Tiwari), therein referred to as 'the First Confirming Parties' of the Sixth Part, the said Shri. Ramdular Matarul Tiwari, therein referred to as the Second Confirming Party of the Seventh Part, Mrs. Sunita Anant Mahant & Others therein referred to as 'the Present Owners' of the Eight Part and Romell Real Estate Pvt. Ltd. the Developers herein, therein also referred to as the Developer of the Ninth Part, the said Mr. Prakash Sharma and Others have surrendered all their right title and interest under the said Lease dated 10th June 1964 in the said Second property unto the Developers for the residuary term and the said First and the Second Confirming Parties therein have confirmed that they claimed no right, title or interest in the said Second Property and that the present owners were owners of the said Second Property for the consideration and on the terms and conditions more particularly setout in the said Deed dated 8th March 2006 and the Present Owners confirmed thereto that upon surrendering of the Lease the Developers shall be deemed to be in possession of the said Second Property pursuant to and in terms of the said Development Agreement;



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Others, said Shri Ramdular Mataru Tiwari and said Prakash R. Sharma & Others in respect of the said Second property, pursuant to the aforesaid Agreements and the said Developers were put in possession of the said Second property;

(m) Simultaneously with the execution and registration of Deed of Surrender .

have also executed an irrevocable Power of Attorney duly registered in

Special Executive Officer
Regd. No. 9154
S/4/3, Sundar Nagar

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## Litigation in respect of the said Second Property:

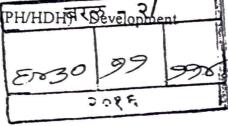
- (a) Devkabai Yeshwant Keni & Anil Yeshwant Keni being the heirs of the said Yeshwant Keni ('the said Plaintiffs') filed a Suit in the Bombay High Court of Judicature being Suit No.52 of 2009 ('said Suit No.52 of 2009') inter alia for a declaration of ownership in respect of the said Second property and possession thereof against Mrs.Sunita Anant Mahant & Others (the 'said Defendant No.1 to 17'), the said Shri Ramdular Mataru Tiwari ( the 'said Defendant No.18'), the said Prakash R. Sharma & Others ( the 'said Defendant No.19 to 23') and the Developers herein as ( the 'said Defendant No.24');
- .(b) In the said Suit No.52 of 2009, the said Plaintiff had taken out a Notice of Motion No.191 of 2009 for interim and ad-interim relief in terms of prayer clause (a) & (b) referred therein. By an Order dated 23<sup>rd</sup> November, 2009 the Hon'ble High Court of Bombay refused to grant ad-interim order and disposed off the said Notice of Motion;
- (c) The Plaintiffs aforesaid had thereafter, filed an Appeal challenging the aforesaid Order dated 23<sup>rd</sup> November, 2009 before the Division Bench of the Hon'ble High Court of Bombay being Appeal No.1014 of 2010 which Appeal also came to be dismissed by the Hon'ble High Court of Bombay by its Order dated 13<sup>th</sup> June, 2011;
- (d) By Order dated 3<sup>rd</sup> August 2013 passed by the Hon'ble Bombay City Civil Court at Bombay, the said Suit No.52 of 2009 was dismissed;
- (e) One Santosh Kumar Babulal Agarwal has filed a Suit in Bombay Helistration Court being Suit No.2505 of 2010 for specific performance of a drawfted on Agreement dated 7<sup>th</sup> July, 1993 made between the said Process of Sharesh and Others (being the Lessees referred to in recitals 4(f) against the said Present Lessees as also against the Developers horon which said Suit and Notice of Motion No.2578 of 2010 taken Plaintiffs and the said Suit are also pending and ad-interim Application made in the said Notice of Motion was rejected by the Hon'ble Court on 24<sup>th</sup> September, 2010.

### 6. Reservations on the said Plot under the D.P. Plan

(a) Under the Development Plan for Greater Mumbai, the said Larger property is falling partly under reservation for "Public Housing/Housing of the Dis-housed" PH/HDH9 Development

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- Permission for (PH/HDH) reservation has been obtained  $v_{ide}$  No.CHE/160/DP(WS)/P & R dated 3  $^{d}$  July, 2006
- (b) That part of the said larger property pursuant to amalgamation bearing City Survey No.954B admeasuring 1553.9 square metres is falling under reservation for D.P.Road and the said area falling under reservation for D.P.Road is to be handed over to M.C.G.M. and/ or the concerned Authority and the Developers are entitled to utilise the F.S.I/T.D.R. of such handed over portion in the development of the buildings on the said plot;
- 7. The Developers have obtained the following Orders/ Permissions / Exemptions/ Corrigendum from the various Government Authorities in respect of the said First and the Second property hereunder written as under:
  - (a) The Additional Collector & C.A. (U.L.C.), Mumbai, has granted Exemption under Section 8(4) of the Urban Land (Ceiling & Regulation) Act 1976 in respect of the First and Second property vide Order No C /ULC /6(i)/SR-IV/792/310 dated 31<sup>st</sup> January 1983 and subsequent Corrigendum dated 28<sup>th</sup> December, 1998 and a further Corrigendum dated 4<sup>th</sup> June 2003 the said First and Second property are declared as land within ceiling limit and as Non Surplus vacant and on the terms and conditions contained therein;
- (b) The Additional Collector & C.A. (U.L.C.), Mumbai has vide Order No. C/ULC/D-XV/WS-463/2006 dated 13<sup>th</sup> October, 2006 granted permission under ULC Act for joint development of the said First and Second property;
- (c) The Brihan Mumbai Mahanagarpalika (B.M.C.) vide Order No.CHE/1223/LOP dated 25<sup>th</sup> January, 2008 has approved the layout/amalgamation/sub-division of the said First and Second property:
- (d) The Office of the Collector, Mumbai Suburban District has granted Non-Agricultural Permission in respect of the said First and Second property under Order No.C/Desk-VII-A/LND/NAP/ SRB 8663 dated 16<sup>th</sup> July, 2009 in accordance to the powers delegated under Section 44 (i) of Maharashtra Land Revenue Code, 1966;

Ayout/Complex known as 'ROMELL DIVA':

(a) The Developers had applied for the Amalgamation and Sub-Division of the said First property (save and except City Survey No.955) and Second property and the Office of the Collector Mumbai Suburban District vide its Order No.7A-SR 3980 dated 24th July, 2007 has sanctioned the



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Amalgamation and Sub-Division of the said First property (save and except City Survey No.955) and Second property and also approved sub-division whereby interalia naturally sub-divided portion of the said Larger Property being the said Plot referred to herein admeasuring 2148.8 sq. mtrs., bearing New City Survey No.954-D formed;

(b) The Developers, from and out of the amalgamated and sub-divided First and Second property are developing a portion of the said larger Plot being sub-divided plot bearing City Survey No.954 D admeasuring 2148.80 square metres as per the Property Registrar Card by constructing multi-storied buildings, in the manner stated hereinafter, in the Layout/Complex called "ROMELL DIVA" comprising of one Building with two Wings viz. Wing-A consisting of Part Ground & Part Stilt + 23 upper floors and Wing -B consisting of Stilt + 23 upper floors (hereinafter referred to as 'said Building').

### 9. Further Stipulations:

- (a) Access to the said Plot is from 18.30 mtrs., wide proposed D. P. Road passing through the said Larger Property to be handed over to MCGM;
- (b) The Developers are developing the said Plot by way of clubbing scheme under Regulation 33(14)(D) read with sub-regulation 8.1 of the Appendix IV of the Development Control Regulations (D.C.R.) for Greater Mumbai, 1991amended/revised upto date and/or rules framed thereunder (hereinafter referred to as "the said Scheme");
- Plauning Authority") has issued LETTER OF INTENT bearing No.SRA/ DDTP/ 220/ PN/ PL/ LOI dated 15th January, 2013 and INTIMATION OF APPROVAL bearing No.SRA/DDTP/667/PN/EDITOR dated 5th February, 2013 for development of the said Plot of the provisions of Regulation 33(14)(D) of the Development of the Regulations, 1991.

## 10. Development of the said Plot:

(a) The development of the said Plot consists of said Building having ARRANGE A & B, the Developers have already obtained Sanctioned Plans and I.O.D. and part C.C. in respect of Wings A & B from the Municipal Corporation of Greater Mumbai being the then Planning Authority as aforesaid;

(b) The said Wings -A & B will comprise of the said Plot admeasuring 2133.80 square metres and is hereinafter referred to as "the said Building

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Special Executive Officer
Regd. No. 9154
S/4/3, Sundar Nagar,
S. V. Road, Malad (W)
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- (c) The Developers hereby make it abundantly clear to the Purchaser/s that the building, in which the Purchaser/s is/are purchasing a flat or other premises is part and parcel of the respective building, which the Developers are constructing. The building, in which the Purchaser/s is/are purchasing a flat, is inseparable unit / building of the entire complex. The Purchaser/s is/are hereby stopped from claiming any independent right in respect of the building, in which he/she/they is/are purchasing his/her/their flat;
- (d) The Developers hereby also make it abundantly clear and hereby disclose to the Purchaser/s that the Developers may commence construction of any Building, which is suitable for the Developers from the point of selling creating third party interest in the constructed area. The Purchaser/s cannot demand, request, compel the Developers to commence and complete phase/complex as it has been shown in any brochure. It is also made clear that the brochures are for general representation/awareness and should not be construed as the complete and conclusive document for the purpose of determining anything, the Purchaser/s should rely upon the Sanctioned Plans to determine the final layout of the Complex:
- by consuming F.S.I. available of the said Plot and as may be permitted under the said Scheme under Regulation 33(14)(D) read with subregulation 8.1 of the Appendix IV of the Development Control Regulations (D.C.R.) to its maximum potential and/or the future or additional F.S.I. or balance F.S.I. or any F.S.I. available by change in D.C. Rules or change in D.P. Plan due to Road Widening of Set-back reservation or by any other means or ways of any other reason whatsoever:
- (f) By executing this Agreement the Purchaser/s has/have accorded his/ her/ their consent required under Section 9 of the Maharashtra Ownership of Flats (Regulation of Promotion of Construction, Sale, Management, and Transfer) Act, 1963 (hereinafter referred to as "the said Act") whereby the Developers shall be entitled to sell, mortgage or create charge on any Flat and other units etc., including the said Plot or portion of it; which is not pereby agreed to be sold;

by executing this Agreement the Purchaser's has/have accorded his/ her/ their consent required under Section 7 of the Maharashtra Ownership of Flats (Regulation of Promotion of Construction. Sale. Management, and Transfer) Act, 1963 (hereinafter referred to as "the said Act") whereby the Developers will be entitled to make such alterations, additions in the





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structures in respect of the building/s as may be necessary and expedient in the opinion of the Architect/ Engineer;

- (h) The Developers have till date obtained Commencement Certificate (CC) from the said Planning Authority bearing No.SRA/DDTP/667/PN/PL/AP dated 4<sup>th</sup> April, 2013 being full CC for construction of Wing-A and Wing-B in the Complex known as "ROMELL/DIVA";
- (i) In pursuance to the Commencement Certificate and in pursuance of the approvals of the plans, specifications, elevations, section and details for the said building from the concerned Planning authority the Developers have commenced the construction of Wings A & B on the said Plot being the Layout/Complex known as "ROMELL/DIVA";
- (j) The Developers have entered into a standard agreement with Architects, Mr. Girish Chaudhari, registered with the Council of Architects and such arrangement is as per the agreement prescribed by the Council of Architects. The Developers have appointed a Structural Engineer, M/s. J. W. Consultants, for the preparation of the structural design and drawings of the building and the Developers accept the professional supervision of the Architects and the Structural Engineer till the completion of the building;
- (k) While sanctioning the said plans the Planning Authority and concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developers while developing the said Plot and the said building and upon due observance and performance of which only the completion and occupation certificates in respect of the said building shall be granted by the concerned Planning authority;
- (I) The Purchaser/s demanded from the Developers and the Developers given inspection to the Purchaser/s of all the documents of title relative to the said Plot and the plans, designs and specifications prepared by the Developers' Architects, Mr. Girish Chaudhari and of documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management & Transfer) Act, 1963 (hereinafter referred to as "the said Act") and the Rules framed thereunder;

11. Developers have also annexed to this Agreement the copies of the following documents as required by the provisions of the said Act and the

Rules viz.:

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- (a) Certificate of Title issued by Kadam & Company, Advocated dated 6th March, 2007 relating to the title of the Owners and the Developers to the said First and Second property (b) Supplemental Report on Title of the Developers to the said Physics issued by M.P. Savla & Co., Advocates & Solicitors dated 13th May, 2013 ANNEXURE "A" (collectively);
- (b) Copies of the Property Register Card of the said Plot bearing City.

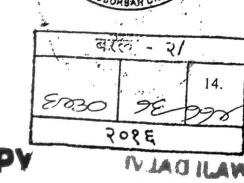
  Survey No.954-D & City Survey Plan (collectively) of the said property ANNEXURE "B";
- (c) Copy of the Typical Floor plan of the flats, stilt/ Mechanical Car Parking Space car parking spaces agreed to be allotted to the Purchaser/s, duly approved by the Planning Authority .

  ANNEXURE "C";
- (d) Copy of Letter of Intent bearing No.SRA/DDTP/220/PN/PL/LOI dated 15<sup>TH</sup> January, 2013- ANNEXURE "D-1";
- (e) Copy of Intimation of Approval (IOA) bearing No.SRA/DDTP/ 667/PN/PL/AP dated 5<sup>th</sup> February. 2013 - ANNEXURE "D-2";
- (f) Copy of Commencement Certificate (CC) bearing No.SRA/DDTP/667/PN/PL/AP dated 4<sup>th</sup> April, 2013 ANNEXURE "D-3";
- 12. The Purchaser/s herein has/have applied to the Developers for allotment to the Purchaser/s Flat No. 1203 on the 12th Floor of the Wing A/B and Mechanical Car Parking Space for 1 car in Unit No.1/ Unit No.2 in the said Complex known as "ROMELL DIVA" being constructed by the Developers on the said Plot (hereinafter referred to as "the said Premises and/or the said Flat');

Under Section 4 of the said Act, the Developers are required to execute a written agreement for sale of the said Flat/Premises to the Purchaser/s, being in fact these presents and also register the said Agreement under the Registration Act:

The said Larger Property is more particularly described as Firstly and Secondly in the First Schedule hereunder written, the said Plot which is being developed by construction of building "Romell/Diva" is more

Flat is more particularly described in the Second Schedule hereunder written, the said common areas and facilities are more particularly described in the Fourth Schedule hereunder written.



SHIWAJI DALVI

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

- 1. The Developers hereby declare and confirm that what is recited hereinabove with regard to its rights, title and interest of the said Plot shall be treated as declarations/representations on its part as if the same are set out herein in verbatim and forming an integral part of this Agreement. The Purchaser/s hereby declare/s and confirm/s that he/she/ they has/have agreed to purchase/accept the allotment of the said Flat/ Shop Premises after having taken inspection of the documents of title relating to the said Plot and the plans, designs and specifications approved by the Planning Authority and after having understood the Scheme of development of the said Plot.
- 2. The Developers are developing the said Plot by constructing multi storied building known as "ROMELL DIVA" comprising of two Buildings, that is, Wing-A consisting of Part Ground & Part Stilt + 23 upper floors and Wing -B consisting of Stilt + 23 upper floors on the said Plot, in accordance with the approved plans, designs and approved by the Planning Authority under the said Scheme which have been seen and approved by the Purchaser/s with only such variations and modifications as the Developers may consider necessary or as may be required under the said Scheme to be made in them or any of them.
- The Purchaser/s has/have seen the proposed Building plans and also the particulars of the specifications in accordance with which, the said Building comprising of Wing-A and Wing-B is to be constructed. The Developers however shall make such changes in the Building plans as and when necessary and as shall be approved by the authority under the said Scheme and the Purchaser/s hereby agree/s to the same. This shall operate as an irrevocable consent of the proposed to the Developers for carrying out such changes in the building plans. The said building will be constructed in accordance with the plans and specifications with shall be approved by the concern Authority under the said Scheme.
- 4. The Purchaser/s has/have prior to the execution of this satisfied himself/herself/themselves of the Developers title to the said Plot and the Purchaser/s shall not be entitled to further investigate the title of the said Plot and no requisition or objection shall be raised on any matter relating thereto nor shall the Developers be bound to reply to the same. The Purchaser/s shall be deemed to have purchased the said premises on the conditions set out in the rephals above.

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The name and address of the Purchaser/s till possession of the premises/flat is taken by the Purchaser/s shall be as under:

Name:

(1) MRS. UMA K SANGANERIA &

(2) MR. HEMANT SANGANERIA &

(3) MR. KISHANGOPAL SANGANERIA 8/15, Piramal Nagar, S. V. Road, Goregaon - Purc

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Address:

West, Mumbai - 400062

Telephone No.:

9867352743 / 9167666666

PAN No:

AMEPS2096Q

AMDPS5882K

ALAPS4431N

The Purchaser/s hereby agree/s to purchase from the Developers and the Developers hereby agree to sell to the Purchaser/s, Flat/ Shop Premises No. 1203 admeasuring 900 square feet carpet area (inclusive of enclosed balconies and Fungible FSI) equivalent to 83.61 square meters carpet area on the 12th Floor of the Wing-A-/ Wing-B of the said Layout/Complex known as "ROMELL DIVA" as shown in the typical floor plan thereof hereto annexed and marked as Annexure-C, being constructed on the said Plot (hercinafter referred to as "the said Flat" and/or 'the said Premises' and/or 'the said Shop Premises") more particularly described in the Third Schedule hereunder written and the benefit of the proportionate share in the common areas and facilities appurtenant to the said Flat/ Shop premises more particularly described in the Fourth Schedule hereunder written in the said building on the said Plot at or for the lumpsum price of Rs. 2,05,19,300/- (Rupees Two Crores Five Lakhs Nineteen Thousand Three Hundred Only) agreed to be paid by the Purchaser's to the Developers as per the

table given below:

## Payment Schedule in respect of premises in Wing-A/B of - "ROMELL

THE LABOR DIST.	Sr.No.	Particulars	Payment in %	Amount
TOUBURBAN DIST.	1	On Booking	10%	20,51,930/-
	2	After completion of each slab	72%	1,47,73,896/-
बरल - २/	3	After completion of Brick Work	3%	6,15,579/-
N	1	After completion of Internal /	6.%	12,31,158/-
E130 JU	32	After completion of Painting	6%	12,31,158/-
२०१६		On Possession	3%	6,15,579/-
	200	Total	100%	Rs. 2,05,19,300

The amount due before possession, being the balance consideration will be paid by the Purchaser/s to the Developer on the Developer notifying to the Purchaser/s that the said Flat is ready for occupation OR on the Developer at the request of the Purchaser/s giving to the Purchaser/s the permission to carry on their preliminary/furniture work in the Flat allotted herein, whichever is earlier.

- The Sale Price shall be exclusive of all taxes, levies, duties, cesses etc. All such taxes, levies, duties, cesses (whether applicable/payable now or become applicable/payable in future) including Service Tax and/or Value Added Tax (VAT) and/or Goods and Service Tax (GST) etc. shall be borne and paid by the Purchaser/s alone and the Developers shall never be liable, responsible and/or required to bear, and/or pay the same or any part thereof.
- 8. In addition to the payment of consideration aforesaid, the Purchaser/s hereby agrees to pay to the Developers, Service Tax at such rate as may be applicable at the relevant time against each installment payable hereinabove and also on other charges or consideration receivable from the Purchaser/s.
- 9. Further, the Purchaser/s hereby agrees and undertakes to pay on or before the date of execution of this Agreement, to the Developers the Value Added Tax (V.A.T.) at such rate as may be applicable at the relevant time and also on all other charges or consideration receivable from the Purchaser/s at the rate as may be applicable at the relevant time.
- 10. In the future and even after the Purchaser/s having paid Service Tax, V.A.T. and other such taxes and in the event of the concerned tax authority demanding further amounts by way of taxes, then such increase in taxe and in the event of the concerned tax authority demand made by the concerned tax authority will be borne and part by the Purchaser/s alone.
- other dues, within the period of 10 (ten) days from the date of issue of the Letter by the Developers. The Purchaser's shall make all payments of the purchase price due and payable to the Developers through an account payee cheque/ demand draft / pay order / wire transfer/ any other instrument drawn in favour of "ROMELL REAL ESTATE PVT. LTD.". In case of any financing arrangement entered by the Purchaser's with any financial institution with respect to the purchase of the said Premises, the Purchaser's undertake to directly uch financial institution to, and shall ensure that such financial institution does disburse/ pay all such amounts towards purchase price due and payable to the Developers through an account payee-cheque / demand draft drawn in favour of the Developers as state hereinabove. Any payments made in favour of any other

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UMESH SHIWAJI DALVI Special Executive Officer Regd. No 9154

- (d) The aggregate area of the said Premises shall be computed for determining the proportionate sharing amongst the various flat/shop holders of the common expenses incurred or to be incurred on the whole of the said building and the said Plot.
- (e) The Parties hereto confirm that this document constitutes the full agreement between the Parties and supersedes all previous agreements, arrangements, understanding, writings, allotment letters, brochures and/or other documents entered into, executed and/or provided which are contrary and inconsistent with the provisions of this Agreement.
- (f) It is also made clear that the brochures are for general representation/awareness and should not be construed as the complete and conclusive document for the purpose of determining anything, the Purchaser/s should rely upon the Sanctioned Plans to determine the final layout of the said Plot;
- The Developers hereby declare that FSI available for development of the said Plot is under Regulation 33(14) (D) of D. C. Regulation.
- 16. Upon completion of the said Wings A & B of "ROMELL DIVA" and on obtaining Occupancy Certificate for the same, the Developers shall permit the Purchaser/s to use the said Premises. The Developers shall endeavour to complete the construction of the said Premises by August 2016 (hereinafter referred to as "Early Date"), and if the construction of the said Premises is not completed by the Early Date, then the Developers shall complete the construction of the said Premises within further period of 12 (twelve) months after the Early Date (hereinafter referred to as "the Late Date") provided always that the Developers shall be entitled to further extension of time for completion of the said Pressessis7, if the completion of building is delayed on account of:

Non-availability of sand, steel, cement, other building material (a) electric supply;

War, Civil Commotion or act of God; (b)

Any notice, order rule, regulation, notification or directive (c) Government and/or any local or public or private body or authority and/or any other Competent Authority of any Court or Tribunation of any other Competent Authority of any Court of Tribunation

and ludicial body or authority;

Economic downturn; (d)

Any other eventuality which is beyond the control of (e) including precarious financial condition of the Develo downswing in real estate or any other industry;

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- (f) Any force majeure circumstances or conditions or other causes beyond the control of or unforeseen by the Developers or its agents including strikes or agitation by the workers or labourers of the Developers or the Contractor or suppliers;
- 17. The Purchaser/s shall take possession of the said Premises by paying the entire balance consideration and other dues /deposits payable under these presents within 10 (Ten) days of the Developers giving written notice to the Purchaser/s intimating that the said Premises are ready for use and occupation.
- 18. As soon as the Developers shall notify that the said Premises is ready for use and occupation, the Purchaser/s shall pay the balance consideration amount (together with accrued interest, if any) along with all other dues and deposits payable by the Purchaser/s within 10 (ten) days of issue of such notice issued in writing to the Purchaser/s at their above mentioned address.
- 19. On the Developers giving written notice to the Purchaser/s intimating that the said Premises is ready for use and occupation, the Purchaser/s shall, before taking possession of the said Premises, inspect the same thoroughly as to the construction and/or amenities and other facilities provided therein as agreed upon hereto:
- 20. The Purchaser/s agree/s to sign and deliver to the Developers before and after possession of the said Premises all writings, papers, documents, applications etc. as may be necessary or required by the Developers to put the intention of the parties as reflected herein into complete effect.
- 21. After possession of the said Premises is handed over to the Purchaser/s, if any additions or alterations (not arising by reason of any breach by the Developers of any law, rules or regulations) in or about or relating to the said Building and/or Flats/shops are required to be carried out by any statutory authority, the same shall be carried out by the Purchaser/s and the other acquirers of the flats/shops in the said building at their own costs and the Developers will not in any manner be responsible or liable for the same.

22. Under no circumstances the possession of the Flat shall be given to the Purchaser/s unless and until all payments required to be made under this Agreement by the Purchaser/s has been made by him/her/them.

23. The Purchaser's shall on or before payment of last installment pay to the Developers the following amounts:

Rs. 620 /- towards share money, application & entrance fee;

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- Rs.5,000 /- being his/her/their share of costs, charges and expenses for and incidental to formation and registration of the Society;
- Rs.15000/- being minimum amount towards deposit for electrical and water connections, metres etc. to the said Premises and the said Building in the Layout/Complex known as 'ROMELL DIVA';
- iv. Rs.5,000/- towards the proportionate costs of setting up sub-stations in the said Plot and/or in the said Layout.
- v Rs.10,000/- towards legal charges of this Agreement;
- vi. Rs.7,000/- towards MGNL (Pipe Gas) connection;
- vii. Rs.125,000/- towards Club Charges;
- Rs.1,94,400/- towards two years provisional outgoings like Municipal taxes, Water bill, Common Electricity bill, maintenance charges & other Society expenses, which amount is calculated at the rate of Rs.9/- per square foot of Carpet area;
- ix. Rs.80,000/- towards Development charges payable to MCGM, which amount is calculated at approx. 2% of the FSI rate stated in the Ready Recknor and computed on the built-up area;
- 24. If the Purchaser/s desire to carry out their preliminary furniture work or other work in the Premises allotted herein prior to issuance of Occupation Certificate, the Purchaser/s shall make all payment/s as provided in Clause Nos. 2 & 23, including payment of all or any statutory dues, taxes, if any, such as V.A.T and/or Service Charges and thereafter the Developers may at the request of the Purchasers, permit the Purchaser to carry out such work entirely at the risk and account of the Purchaser. The Purchaser/s shall not carry out any algorithms of Occupation Certificate. The Purchaser shall become liable to part all outgoints and taxes from the date the Developers allow the Purchaser to carry the Preliminary furniture work. The Purchasers shall not occupy or occupied the said Flat till Occupation Certificate is granted. The Developers make it clear that formal possession of the Flat shall be handed over to the Purchaser only after issuance of Occupation Certificate.

25. The Purchaser/s agrees and accepts that the Developers will give the consolidated accounts of only payments made under clause 23(i) and clause 23(viii) that is, paid by the Purchaser/s towards share money application and entrance fee, towards two years provisional outgoings. The Developers will not be

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liable to give accounts of the remaining items. Accounts of these two items shall be rendered to the flat/ shop Purchaser/s by the Developers along with the expenses incurred by the Developers from and out of the same to the Society expenses incurred or within two months of formation of the ad-hoc committee when it is registered or within two months of formation of the ad-hoc committee. The Purchaser/s shall not demand from the Developers to render individual accounts to each of the Flat/Shop Purchaser/s.

- 26. The Developers shall handover to the Society the balance amount from the sums received by the Developers from the Purchaser/s as advance contribution towards outgoings after adjusting all dues and amounts paid on behalf of the Purchaser/s towards the outgoings etc, in terms of what is stated hereinabove in Clauses 23(i) and (viii) hereinabove. If the Developers have spent any amount of money that exceeds the sums of moneys received for and on behalf of the Purchaser/s towards the said outgoings then the Purchaser/s shall pay the same without raising any objection. The Developers shall be entitled to appropriate the remaining amounts forming party of clause 23 and shall not be liable to render accounts for the same to the Purchaser/s or to the proposed society.
- 27. The timely payment of all payments due under this Agreement by the Purchaser/s is the essence of the contract. Without prejudice to the other rights and remedies available to the Developers, the Purchaser/s agree/s to pay to the Developers interest @ 18% per annum for the delayed period on the amounts which become due and payable by the Purchaser/s to the Developers but not paid. The Developers shall have the first lien and paramount charge on the said Premises agreed to be sold to the Purchaser/s in respect of any amount due and payable by the Purchaser/s under the terms and conditions of this Agreement.
- building known as "ROMELL/Diva" shall join in forming and registering a Cooperative Housing Society or a Limited Company or a Condominium or an
  Association of Persons (hereinaster for brevity sake referred to as 'the said Co-op.
  Society') as may be decided by the Developers to be known by such name as the
  Developers may decide and which will be approved by the Registrar of Cooperative Societies and for this purpose also from time to time sign and execute
  the application for registration and for membership and other papers and
  documents necessary for the formation and registration of the Society and for
  becoming a member, including adoption of the bye-laws of the proposed Society
  and shall duly fill in sign and return them to the Developers within seven days of
  the same being forwarded by the Developers to the Purchaser's, so as to enable
  the Developers to register the Society of the Purchaser's, under Section 10 of the
  said Act within the time limit prescribed by the Rule 8 of the said Act. No

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objection shall be taken by the Purchase kall any changes of modification are made in the deaft bye-laws as may be required by the Registral of Companies as the case may be or any other competent authority. It is further agreed by and between the parties hereto that the Society shall be formed and registered by the Developers only after all the flats in the said building have been sold.

The Flat Purchaser's is aware and is informed that upon completion of construction of the building Wings A & B of the Layout Complex known as "ROMELL DIVA" is completed in all respects and after the Developers have received the purchase price of all the premises and all other amounts payable by the purchasers thereof under their respective agreements, the Developers shall, within two (2) years from the date of obtaining Building Completion Certificate/Occupation Certificate in thereof, execute or cause to be transferred to the Society all the rights, title and interest of the Developers in the said Plot together with the building thereon by obtaining/or causing the Owners to execute the necessary Deed of Conveyance in favour of the said Society or body of Flat Purchasers of the Complex ROMELL DIVA and such Conveyance shall be in keeping with the terms and provisions of this Agreement. The Stamp Duty, Registration Charges as well as legal, miscellaneous and out-of-pocket expenses will be borne and paid by the Purchaser/s and/or the Society or body of the flat/shop purchasers, at the relevant time.

It is clarified and expressly agreed and understood that notwithstanding such Conveyance in favour of the said Society all other rights directly and/or indirectly attached to and of and in the said Plot related to the said Plot including its further or future development by use of additional FSI as also the open terrace above the top floor of the said Wings shall always remain the personal property of the Developers and the Developers are and shall always be entitled justillation liberty to exclusively utilize the said rights as also to the exclusive us the said open terrace for itself or to transfer, sell and dispose off the right the st terrace or portion or portions thereof to any other person or for onstruction additional floors thereon. The Purchaser/s shall not be entitled to and and agree/s not to raise any objection to such exclusive use or transfer by Theave Developers of the open terrace and give full co-operation in such development and ensure that the Society will admit such allotees as members. The only obligation of the Developers shall be to provide in or above the open terrace space for water-storage tank and/or for lift machinery and to permit restricted access thereto to the Society to be formed by the Purchaser/s for attending to the said

tank and lift machinery.

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Special Executive Officer
Regd. No. 9154
S/4/3, Sundar Nagar,
S. V. Road, Malad (W).
Mumbai - 400 064



- This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats, Act, 1963 and the Rules thereunder and/or any modification/s and/or re-enactment thereof and/or the rules or any other provisions of law applicable thereto and the provisions hereto
- The Purchaser/s hereby agrees to pay Service Tax as well as M. VAT as may be applicable on this transaction/agreement as and when demanded by the Developers as and when applicable. The Purchaser/s shall not dispute or challenge the amount of Service Tax and M.VAT demanded by the Developers. In future, even after having paid Service Tax as well as M,VAT if on account of reassessment/scrutiny or otherwise, if the concerned authority make demand for payment of additional amounts of tax, the Purchaser/s hereby agree/s and undertake/s to pay such additional amounts, if so, demanded by the concerned authority.
- Notwithstanding any other provisions of this Agreement and until the said 68. property is transferred by execution of a Deed of Conveyance, the Developers shall be entitled at their sole and absolute discretion:
- To have a Society and/or any other body or bodies of Purchaser/s to be (a) formed and constituted as contemplated herein.
- To cause to be conveyed and/or transferred the building and structures (b) together with the land beneath the same in favour of such Society.
- and determine how and in what manner (c) infrastructure including the common utility areas may be transferred and/or conveyed.
- To provide for and incorporate covenants and obligations with regard to (d) the provisions of maintaining the infrastructure and common amenity REGISTRA
- To determine in what proportion all out goings will be payable will (e) group of flat/ purchasers & parties.
- This Agreement is executed in Mumbai. In the event of any 69. Courts at Mumbai alone will have jurisdiction to entertain and try the

## THE FIRST SCHEDULE ABOVE REFERRED TO:

#### Firstly:

ALL THAT piece and parcel of land bearing Survey No.454 Hissa No.1 and 4 corresponding to City Survey Nos.954, 955 and 956 admeasuring 2012.60, 237.30 and 1137.90 square metres respectively aggregating to 3387.80 square metres or thereabouts situate, lying and being in the revenue Village Maladow),

Taluka Malad, Mumbai Suburban District.

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ALL THOSE pieces and parcels of land bearing City Survey No.954 and ALL THOSE pieces and parcels of land all that piece or parcel of land. ALL THOSE pieces and party and all that piece or parcel of land bearing 3150.50 sq. mtrs., and all that piece or parcel of land bearing 1169.20 sq. mtrs., both admediately 956 admeasuring 3150.50 sq. mtrs., both admeasuring 1169.20 sq. mtrs., both admeasuring in being the said Property referred to in the the said City Survey No.957 admeasuring the said Property referred to in the recitals aggregate 4319.70 sq. mtrs., being the said Property referred to in the recitals aggregate 4319.70 sq. mus., Malad (West) in the registration Sub-District of hereinafter situate at village Mumbai Suburban.

## THE SECOND SCHEDULE ABOVE REFERRED TO:

(Description of the 'said Plot')

ALL THAT sub-divided Plot bearing City Survey No.954-D admeasuring ALL ITIAL sate at village Malad (West) in the registration Sub-District 2148.00 sq. mtrs., situate at village Malad (West) in the registration Sub-District of Mumbai Suburban.

## THE THIRD SCHEDULE ABOVE REFERRED TO:

Residential Flat being premises No. 1203 admeasuring 900 sq. feet carpet area equivalent to 83.61 sq. meters carpet area on the 12th floor of the Wings A or Wing-B TOOETHER WITH Mechanical Car Parking Space for 1 Car in Unit No.1/ Unit No.2 of the said Layout/Complex known as "ROMELL DIVA constructed on the said property more particularly described in the Second Schedule hereinabove written and as shown in the floor plan thereof herein annexed and marked as Annexure-C.



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**Executive Officer** gd. No. 9154

Sundar Nagar, oad, Malad (W)

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THE FOURTH SCHEDULE ABOVE REFERRED TO: FLOORING: Vitrified flooring in the flat premises and Designer tiles wall dade in toilets and kitchen. KITCHEN: Modular Kitchen with fitted cabinets, Granite kitchen platform with

WALL & CEILING FINISHES: Walls of entire flat with POP pulming and Plastic Emulsion paint.

WATER PROOFING: Water proofing by reputed company

stainless steel sink, exhaust and service platform.

WINDOWS: Aluminum anodized sliding windows.

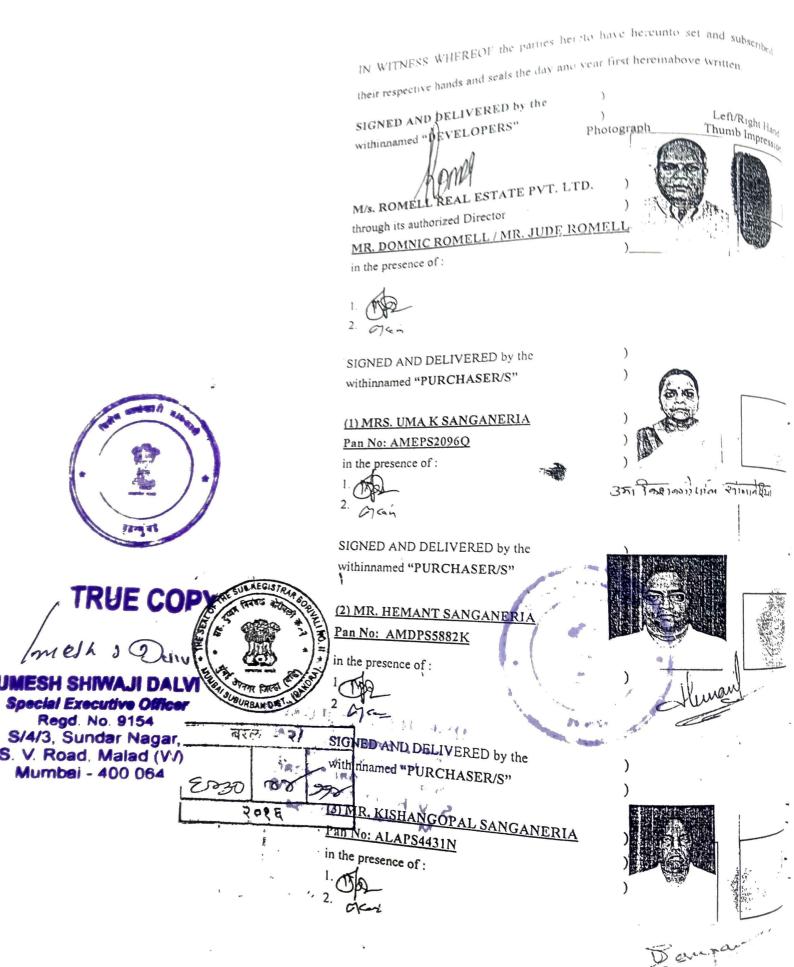
PEUNBING: Concealed plumbing with Sanitary fittings of reputed companies Geysers in all bathrooms.

DOORS: All doors of flushed type with good quality brass fittings.

ELECTRICAL Premium sanitary and electrical fittings.

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