

514/18982
Friday, October 25, 2024
1:55 PM

पावती

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

पावती क्र.: 20556 दिनांक: 25/10/2024

गावाचे नाव: मजास

दस्तावेजाचा अनुक्रमांक: बंदर18-18982-2024

दस्तावेजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: गिरीशचंद्र चंद्रमणी पांडे

नोंदणी फी

₹. 30000.00

दस्तानहाताळणी फी

₹. 3200.00

पुष्टाची संख्या: 160

एकूण:

₹. 33200.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे
2:14 PM ह्या वेळेस मिळेल.

Joint S.R. Andheri-7

सह. दुकान निबंधक, अंजली क्र. ७
मुंबई जवळ दिवस

बाजार मुल्य: ₹.8887558.5/-
मोबदला ₹.10417000/-
भरलेले मुद्रांक शुल्क : ₹. 625020/-

- 1) देयकाचा प्रकार: DHC रकम: ₹.1200/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 1024255008109 दिनांक: 25/10/2024
बँकेचे नाव व पत्ता:
- 2) देयकाचा प्रकार: DHC रकम: ₹.2000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 1024251707943 दिनांक: 25/10/2024
बँकेचे नाव व पत्ता:
- 3) देयकाचा प्रकार: eChallan रकम: ₹.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH010398750202425P दिनांक: 25/10/2024
बँकेचे नाव व पत्ता:

REGISTERED ORIGINAL DOCUMENT
DELIVERED ON 28/10/2024

Valuation ID	202410254311	25 October 2024, 12:54:26 PM
मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)		

मूल्यांकनाचे वर्ष	2024
जिल्हा	मुंबई(उपनगर)
मूल्य विभाग	53-मजास (अंधेरी)
उप मूल्य विभाग	भुभाग: उत्तरेस वॉर्ड सीमा व गाव सीमा, पुर्वेस शेरें पंजाब कॉलनीचे पश्चिमेकडील दक्षिणोत्तर 18.30 मि.रुंद वि.यो. रस्ता. दक्षिणेस गावाची सीमा व पश्चिमेस दुतगती मार्ग.
सर्व्हे नंबर (न. भू. क्रमांक :	सि.टी.एस. नंबर#153

वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.				
खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक
63110	136260	156690	170320	136260
				मोजमापनाचे एकक चौरस मीटर

बांधीव क्षेत्राची माहिती				
बांधकाम क्षेत्र(Built Up)-	61.74चौरस मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-
बांधकामाचे वर्गीकरण.	1-आर सी सी आहे	मिळकतीचे व्य-	0 TO 2वर्षे	बांधकामाचा दर -
उद्दवाहन सुविधा.		मजला -	1st floor To 4th floor	बांधीव
रस्ता सन्मुख -				Rs.30250/-
Sale Type - First Sale				
Sale/Resale of built up Property constructed after circular dt.02/01/2018				

मजला निहाय घट/वाढ = 100% apply to rate= Rs.136260/-

घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर =(((वार्षिक मूल्यदर -खुल्या जमिनीचा दर) * घसा-यानुसार टक्केवारी)+ खुल्या जमिनीचा दर)

$$= (((136260-63110) * (100 / 100)) + 63110)$$

$$= Rs.136260/-$$

= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र

$$= 136260 * 61.74$$

$$= Rs.8412692.4/-$$

$$13.94\text{चौरस मीटर}$$

$$= 13.94 * (136260 * 25/100)$$

$$= Rs.474866.1/-$$

Applicable Rules = ,10.4,16

एकत्रित अंतिम मूल्य

= मुखा मिळकतीचे मूल्य +तळघराचे मूल्य + मेझॅनाईन मजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + बंदिस्त बाल्कनी + मेकॅनिकल वाहनतळ

$$= A + B + C + D + E + F + G + H + I + J$$

$$= 8412692.4 + 0 + 0 + 0 + 0 + 474866.1 + 0 + 0 + 0 + 0 + 0 + 0$$

$$= Rs.8887558.5/-$$

Home Print

(Signature)

सह. दुय्यम निबंधक, अंधेरी क्र. ७



बदर - १८		
१८८८	१	१६०
		२०२४



CHALLAN
MTR Form Number-6



GRN	MH010398750202425P	BARCODE		Date	25/10/2024-12:38:25	Form ID	25.2
Department	Inspector General Of Registration						
Type of Payment	Stamp Duty Registration Fee						
Office Name	BDR18 __JT SUB REGISTRAR ANDHERI 7						
Location	MUMBAI						
Year	2024-2025 One Time						

Payer Details

TAX ID / TAN (If Any)	
PAN No.(If Applicable)	CPPPP0693L
Full Name	Girishchand Chandramani Pandey
Flat/Block No.	Flat No. 204, 2nd Floor, C Wing, Avant Heritage - III
Premises/Building	III
Road/Street	Village Majas, Majaswadi, Jogeshwari East
Area/Locality	Mumbai
Town/City/District	
PIN	4 0 0 0 6 0
Remarks (If Any)	PAN2=AAAYCA2144A~SecondPartyName=Avant Heritage III Realty Private Limited-

Account Head Details		Amount In Rs.
0030045501	Stamp Duty	625020.00
0030063301	Registration Fee	30000.00
Total		6,55,020.00



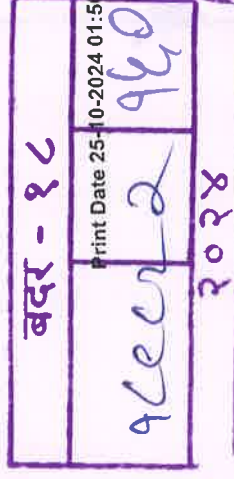
Amount In	Six Lakh Fifty Five Thousand Twenty Rupees Only		
Words	Six Lakh Fifty Five Thousand Twenty Rupees Only		
FOR USE IN RECEIVING BANK			
Bank CIN	Ref. No.	10000502024102503264 9802824995756	
Bank Date	RBI Date	25/10/2024-12:38:52 Not Verified with RBI	
Bank-Branch	STATE BANK OF INDIA		
Scroll No. , Date	Not Verified with Scroll		

Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 सादर चतान करवळ दुय्याम निबध्दक कार्यालयात नोंदणी करावयाच्या दस्त्यासाठी लागू आहे. नोंदणी न करतावयाच्या दस्त्यासाठी घेतलेले चतान लागू नाही.

Mobile No. : 9833258399

Challan Defaced Details

Sr. No.	Remarks	Defacement Date	UserId	Defacement Amount
1	(IS)-514-18982	25/10/2024-13:55:10	IGR555	30000.00





Document Handling
Inspector General of Registration & Stamps

Chaarges

Receipt of Document Handling Charges

PRN 1024251707943 Receipt Date 25/10/2024

Received from Avant Heritage III Realty Private Limited, Mobile number 9833258399, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 18982 dated 25/10/2024 at the Sub Registrar office Joint S.R. Andheri 7 of the District Mumbai Sub-urban District

DEFACED

₹ 2000

DEFACED

Payment Details

Bank Name ICICIC	Payment Date 25/10/2024
Bank CIN 10004152024102507536	REF No. 0918421387
Deface No 1024251707943D	Deface Date 25/10/2024

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



बदर - १८
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Document Handling
Inspector General of Registration & Stamps

Charges

Receipt of Document Handling Charges

PRN 1024255008109 Receipt Date 25/10/2024

Received from Avant Heritage III Realty Private Limited, Mobile number 9833258399, an amount of Rs.1200/-, towards Document Handling Charges for the Document to be registered on Document No. 18982 dated 25/10/2024 at the Sub Registrar office Joint S.R. Andheri 7 of the District Mumbai Sub-urban District

DEFACED
₹ 1200
DEFACED

Payment Details

Bank Name ICICIC	Payment Date 25/10/2024
Bank CIN 10004152024102507694	REF No. 0918423057
Deface No 1024255008109D	Deface Date 25/10/2024

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



बदर - १८
रसीद १६०
२०२४

AGREEMENT FOR SALE

THIS ARTICLES OF AGREEMENT made at Mumbai this 25th day of Oct in the Christian Year TWO THOUSAND AND TWENTY -FOUR (2024)

BETWEEN

AVANT HERITAGE- III REALTY PRIVATE LIMITED, (formerly known as AVANT HERITAGE - III REALTY L.L.P) a Company incorporated under the provisions of the Companies Act, 2013 having its registered office at 522, 5th Floor, The Summit – Business Bay, Andheri Kurla Road, Off Western Express Highway, Adjacent to WEH Metro station Gate No. 3 and Guru Nanak Petrol Pump, Andheri (E), Mumbai 400069, holding P.A.N No. AAYCA2144A, through its duly authorized Director **MR. SUDEEP KUMAR SAHA**, hereinafter referred to as “the PROMOTER” (which expression shall, unless it be repugnant to the meaning and context thereof, shall deemed to mean and include its successors and assigns) **OF THE ONE PART;**

AND

MR. GIRISHCHAND CHANDRAMANI PANDEY PAN NO: CPPPP0693L AADHAR CARD NO: 2083 9968 3803 an adult/s, of Mumbai Indian Inhabitant/s presently residing at / having his / her / its address at **HEX211518 RAMDEO SINGH CHAWL SHASTRI NAGAR KALINA N.R RADHAKRISHNA TEMPLE SANTACRUZ EAST MUMBAI- 400029**, hereinafter referred to as “The ALLOTTEE/S or The PURCHASER/S or The INVESTOR/S”, (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individual include his/her/their respective heirs, executors, administrators and permitted assigns / in case of the HUF, the members and the coparceners of HUF from time to time and the last surviving member and coparcener and the legal heirs, executors and administrators of such last surviving member / in case of partnership firm the partners or partner as at present constituting the said firm the survivors or survivor of them and the heirs, executors, administrators and permitted assigns of the last survivor or survivors and in case of a limited company / corporate body its successors and permitted assigns) **OF THE OTHER PART:-**


WHEREAS:

A. HISTORY IN RESPECT OF “THE SCHEME I LANDS”:

AVANT HERITAGE – I & II BUILDINGS i.e. “the said First Property”: “the said Second Property”: “the said Third Property” And “the said Fourth Property”:

- (1) Originally one **Shri Jivatlal Purtapshi** was the absolute owners and fully seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of land admeasuring about 1,115.2 square meters bearing Plot No.26 (Part-1) corresponding to C.T.S. No.157, 157/1 to 55, of Village Jogeshwari Taluka Andheri, at Jogeshwari (East), MUMBAI 400 060, within the registration district and sub-district of Mumbai City and Mumbai Suburban and hereinafter referred to as “the said FIRST PROPERTY” and more particularly described Firstly in the **FIRST SCHEDULE** hereunder written ;
- (2) **Shri Jivatlal Purtapshi** was also the absolute owners and fully seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of land admeasuring about 1,028.50 square meters bearing Plot No.25 (Part-1) corresponding to C.T.S. No.158, 158/1 to 33, of Village Majas, Taluka Jogeshwari Taluka Andheri, at Jogeshwari (East), MUMBAI 400 060, within the registration district and sub-district of Mumbai City and Mumbai Suburban and hereinafter referred to as “the said SECOND PROPERTY” and more particularly described Secondly in the **FIRST SCHEDULE** hereunder written;




Promoter


Purchaser I
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- (3) **Shri Jivatlal Purtapshi** was also the absolute owners and is fully seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of land admeasuring about 100 sq. mtrs. bearing **C.T.S. No.192(pt)** of Village Majas, Taluka Andheri, at Jogeshwari (East), MUMBAI 400 060, within the registration district and sub-district of Mumbai City and Mumbai Suburban and hereinafter referred to as “**the said THIRD PROPERTY**” and more particularly described Thirdly in the **FIRST SCHEDULE** hereunder written;
- (4) **Shri Jivatlal Purtapshi** was also the absolute owners and fully seized and possessed of or otherwise well and sufficiently entitled to all those pieces or parcels of land or ground bearing Plot No. 20 corresponding to **C.T.S. No.156-D (Part)** admeasuring about 1,050 sq. mtrs., lying, being and situate at village Majas, Pratap Nagar, Jogeshwari East, K/East ward, Mumbai 400 060, along with the slum structures standing thereon and within the registration District and Sub-District of Mumbai City and Mumbai Suburban and hereinafter referred to as “**the said FOURTH PROPERTY**” and more particularly described Fourthly in the **FIRST SCHEDULE** hereunder written;
- (5) **Shri Jivatlal Purtapshi** was also the absolute owners and is fully seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of land admeasuring about 81 sq. mtrs. bearing **C.T.S. No.192 (part) and 192/74(pt)** of Village Majas, Taluka Andheri, at Jogeshwari (East), MUMBAI 400 060, within the registration district and sub-district of Mumbai City and Mumbai Suburban and hereinafter referred to as “**the said FIFTH PROPERTY**” and more particularly described Fifthly in the **FIRST SCHEDULE** hereunder written;
- (6) By and under the Memorandum of Understanding dated 8th August, 2001, in respect of the 41 properties including the said Property duly entered into between the **M/s. JIVATLAL PURTAPSHI**, (therein referred to as “the Party of the One Part”) and the **M/s. RAJ DEVELOPERS**, (therein referred to as “the Party of the other part”), **M/s. JIVATLAL PURTAPSHI**, agreed to sell the 41 properties including the said Property to **M/S. RAJ DEVELOPERS** at and for the Lumpsum price and consideration and on the terms and condition more particularly mentioned in therein;
- (7) By and under the Development Agreement dated 18th August 2004, duly entered into between the **MR. JIVATLAL PURTAPSHI**, (therein referred to as “the Party of the One Part”) and the **M/S. RAJ DEVELOPERS**, therein referred to as “the Party of the Other Part”) duly registered with the Sub-Registrar of Assurances, Bandra, Mumbai vide Deed of Confirmation executed on or about 16th December, 2005 under No. BDR-9/11720/2005 on or about 16th December, 2005 and also executed a Power of Attorney on or about 16th December, 2005 and duly registered the same with the Sub-Registrar of Assurances, Bandra, and Mumbai under No. BDR-9/11721/2005 on or about 16th December, 2005, the said **MR. JIVATLAL PURTAPSHI** had granted the development rights in respect of the said First Property in favour of **M/S. RAJ DEVELOPERS**, on the terms and conditions and for the compensation as set out therein;
- By and under the Development Agreement dated 18th August 2004 duly entered into between the **MR. JIVATLAL PURTAPSHI**, (therein referred to as “the Party of the One Part”) and the **M/S. RAJ DEVELOPERS**, (therein referred to as “the Party of the Other Part”) with the Sub-Registrar of Assurances, Bandra, Mumbai vide Deed of Confirmation executed on or about 16th December, 2005 under No. BDR-9/11724/2005 on or about 16th December, 2005 and also executed a Power of Attorney on or about 16th December, 2005 and duly registered the same with the Sub-Registrar of Assurances,



बदल - १८	
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[Handwritten Signature]

Promoter

Purchaser 1

Bandra, and Mumbai under No. BDR-9/11725/2005 on or about 16th December, 2005, the said **MR. JIVATLAL PURTAPSHI** had granted the development rights in respect of the said Second Property in favour of **M/S. RAJ DEVELOPERS**, on the terms and conditions and for the compensation as set out therein;

(9) By and under the Development Agreement dated 18th August 2004 duly entered into between the **MR. JIVATLAL PURTAPSHI**, (therein referred to as “the Party of the One Part”) and the **M/S. RAJ DEVELOPERS**, (therein referred to as “the Party of the Other Part”) with the Sub-Registrar of Assurances, Bandra, Mumbai and a Power of Attorney on or about 16th December, 2005 and duly registered the same with the Sub-Registrar of Assurances, Bandra, Mumbai under No. BDR-9/11723/2005 on or about 16th December, 2005, the said **MR. JIVATLAL PURTAPSHI** had granted the development rights in respect of the said Third Property in favour of **M/S. RAJ DEVELOPERS**, on the terms and conditions and for the compensation as set out therein;

(10) The said Shri Jivatlal Purtapshi seems to have expired leaving behind his heirs namely two (2) sons **Shri Chandrakant Dalal** and **Shri Vasantlal Dalal**. **Shri Vasantlal Dalal** also seems to have expired on or around 11th May 1986 leaving behind him as his heir namely his wife **Smt. Lilavati Vasantlal Dalal**. The said **Smt. Lilavati Vasantlal Dalal** also seems to have expired intestate on 30th March, 1998 leaving behind her as her legal heir and representative and successor brother-in-law **Shri Chandrakant Jivatlal Purtapshi Dalal**, who had filed for grant of Letters of Administration to the said property with the Hon’ble Bombay High Court, which granted the said Letter of Administration / Probate to the said property on 3rd October, 2005, in the Testamentary Petition No 516 of 2005. Thus, the said Shri Chandrakant Jivatlal Dalal became the absolute owners and fully seized of the said First Property, the said Second Property and the said Third Property, the said Fourth Property and the said Fifth Property by virtue of the said Letters of Administration granted by the Hon’ble Bombay High Court, at Bombay. The said, **Shri Chandrakant Jivatlal Dalal** alias **Purtapshi** died intestate on or about 23rd November 2017, in Mumbai, surviving him (1) **Mrs. Minakshi Chandrakant Dalal** alias **Purtapshi**, (his wife) and (2) **Shri Gautam Chandrakant Dalal** alias **Purtapshi**, (his son), as his only legal heirs and representative under the law by which he was governed at the time of his death.

(11) By a Deed of Conveyance dated 20th July 2008, duly registered before the Sub-Registrar of Assurance under serial no. BDR-9/8497/2008, made and entered into between the said **Shri Chandrakant Jivatlal Dalal** alias **Purtapshi** (therein referred to as “the Owner”) on one hand and **Samruddhi Infrastructure and Developers Pvt. Ltd.** (therein referred to as “the Purchaser”) on other hand, the said **Shri Chandrakant Jivatlal Dalal** had duly sold, transferred, conveyed and assigned the said Fourth Property along with handing over of the physical possession of the said Fourth Property unto and in favour of **Samruddhi Infrastructure and Developers Pvt. Ltd.**, for consideration and on the conditions stipulated therein.

(12) Thereafter vide a Deed of Conveyance executed on or about 2nd November 2013, and duly registered with the Sub-Registrar of Assurances under serial no. BDR-1/11217/2014 made and entered into between **Shri Chandrakant Jivatlal Dalal** alias **Purtapshi** (therein referred to as “the Owner”) of the First Part and **M/s. Jivatlal Raj Developers** (therein referred to as “the Confirming Party No 1”) of the Second Part and **M/s. Jivatlal Purtapshi** (therein referred to as “the Confirming Party No 2”) of the Third Part **Aishwarya Avant Builders L.L.P.** (therein referred to as “the Purchaser”) of the Fourth Part, the said **Chandrakant Jivatlal Dalal** alias **Purtapshi**, with the consent of the the Confirming Parties therein have duly sold, transferred,



		Purchaser 1	
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Promoter

conveyed and assigned the said First Property, the said Second Property and the said Third Property along with the physical possession having been handed over unto and in favour of **Aishwarya Avant Builders L.L.P.**, for consideration and on the covenants mentioned therein.

- (13) Thereafter vide a Deed of Conveyance executed on or about 23rd July, 2014 and duly registered with the Sub-Registrar of Assurances under serial no. BDR-1/5932/2014 made and entered into between M/s. Samruddhi Infrastructure and Developers Pvt. Ltd. (therein referred to as "the Owner") on one hand and **Aishwarya Avant Builders L.L.P.** (therein referred to as "the Purchaser") on other hand, the said M/s. Samruddhi Infrastructure and Developers Pvt. Ltd., have duly sold, transferred, conveyed and assigned the said Fourth Property along with the physical possession having been handed over unto and in favour of **Aishwarya Avant Builders L.L.P.**, for consideration and on the covenants mentioned therein.
- (14) The said, Shri Chandrakant Jivatlal Dalal alias Purtapshi died intestate on or about 23rd November 2017, in Mumbai, surviving him (1) Mrs. Minakshi Chandrakant Dalal alias Purtapshi, (his wife) and (2) Shri Gautam Chandrakant Dalal alias Purtapshi, (his son), as his only legal heirs and representative under the law by which he was governed at the time of his death.
- (15) Thereafter, vide Deed of Conveyance executed on or about 27th November, 2021 and duly registered with the Sub-Registrar of Assurances under serial no. BDR-18/16040/2021 on 29th November 2021, made and entered into between (1) Mrs. Minakshi Chandrakant Dalal and (2) Shri Gautam Chandrakant Dalal (therein referred to as "the Vendors") of the part and the Promoter herein namely **Avant Heritage III Realty L.L.P.** (therein referred to as "the Purchaser") on other hand, the said M/s. Samruddhi Infrastructure and Developers Pvt. Ltd., have duly sold, transferred, conveyed and assigned the said Fifth Property on "as is where is basis" in favour of the Promoter herein namely **Avant Heritage III Realty L.L.P.**, for consideration and on the covenants mentioned therein.
- (16) Thereafter, by an Irrevocable General Power of Attorney executed on or about 27th November, 2021, duly registered before the Sub-Registrar of Assurances under No. BDR-18/16041/2021, by (1) Mrs. Minakshi Chandrakant Dalal and (2) Shri Gautam Chandrakant Dalal in favour of the Promoter herein namely **AVANT HERITAGE- III REALTY PRIVATE LIMITED** to do all the acts, deeds, matters and things in respect of development of the said Fifth Property, as recorded therein.
- (17) Hereinafter "the said First Property", "the said Second Property", "the said Third Property", "the said Fourth Property" and "the said Fifth Property", are hereinafter collectively referred to as "**the said Avant Heritage – I & II Property**" / "**Scheme 1 Lands**" hereto and more particularly described in the **FIRST SCHEDULE** hereunder written;
- (18) The said **Avant Heritage – I & II Property** / "**Scheme 1 Lands** was encroached upon by the Slum-dwellers / Occupant/s who had built huts, slum tenements and chawls thereon and in view thereof, the same was declared / notified as "Slum" under the Slums Area (Improvement, Clearance and Development) Act, 1971 (hereinafter referred to as "**Slum Act**"), by the Deputy Collector (ENC) and competent Authority vide its Order dated 9th September, 1977, bearing Order no **DC/ENC/A-14** Nagar, published in the Maharashtra Government Official Gazette.

- (19) The said **Scheme 1 Lands** i.e. the said **Avant Heritage – I & II Property** was fully occupied by slum dwellers/occupants/tenants who were residing with their respective families in their respective structures /



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Promoter

Purchaser 1

hutments and is to be developed under SRA Scheme/Provisions (“the Slum Dwellers”). These Slum Dwellers who have proposed to form SRA Co-Operative Housing Societies Proposed”, namely “RAJ COMPLEX SRA COOPERATIVE HOUSING SOCIETY (PROPOSED)” (“THE SAID FIRST SLUM SOCIETY”).

(20) By a Special General Body Resolution dated 18/01/2014, the said First Slum Society, granted development rights in respect of the said **Avant Heritage – I & II Property** unto the **Aishwarya Avant Builders L.L.P.**

(21) The slum dwellers of the said First Slum Society have given their irrevocable consent to the **Aishwarya Avant Builders L.L.P.** for developing the said **Avant Heritage – I & II Property** and have executed necessary agreements with the **Aishwarya Avant Builders L.L.P.**

(22) In the premises aforesaid, the **Aishwarya Avant Builders L.L.P.** are the owner and entitled to develop the **Scheme 1 Lands i.e., the said Avant Heritage – I & II Property**, as more particularly described in the First Schedule hereinafter written, in the manner as they may deem fit and proper.

(23) In pursuant to subsection (2) of section 7 and sub-section (1) of section 8 of the Companies Act, 2013 (18 of 2013) and Rule 18 of the Companies (Incorporation) Rules, 2014, the said **AVANT HERITAGE - III REALTY LLP** converted into a Private Limited Company more popularly known as “**AVANT HERITAGE - III REALTY PRIVATE LIMITED** effective from 10th January 2023. Subsequently all references, right, title and interest in the present Agreement to “**AVANT HERITAGE - III REALTY LLP**” shall be deemed to be references to “**AVANT HERITAGE - III REALTY PRIVATE LIMITED, the PROMOTER herein.**”

B. HISTORY IN RESPECT OF “THE SCHEME 2 LAND”:

IAVANT HERITAGE - III BUILDING (i.e. the said Sixth Property):

(1) One Mohanlal T. Surti (since deceased) was sole and absolute owner and fully seized and possessed of or otherwise well and sufficiently entitled to all those pieces or parcels of land or ground bearing Plot No. 27 of the Jogeshwari Scheme, and now corresponding to **C.T.S. No.153, 153 / 1 to 100**, totally admeasuring 2,634.30 Sq. Mtrs. equivalent to 3150.62 Sq. Yds. being and situate at Village Majas, Majaswadi, Jogeshwari East, K/East ward, Mumbai 400 060, along with the slum structures standing thereon and within the registration District and Sub-District of Mumbai City and Mumbai Suburban and hereinafter referred to as “**the said SIXTH PROPERTY / the SCHEME 2 LANDS**” and more particularly described in the **SECOND SCHEDULE** hereunder written;

(2) After the death of said Mohanlal T. Surti on or about 12th June, 1928, by virtue of the Consent Decree dated 26th April, 1930 being passed in the Regular Civil Suit No. 349 of 1929 by the Court of First-Class Sub-Judge at Thane, his heirs & his widow, one Smt. Dhangauri Mohanlal Saraiya was declared as the sole and absolute owner of the said Sixth Property. The said Consent Decree and the Order by the said Court of First-Class Sub-Judge at Thane dated 26th April, 1930 are annexed hereto and marked as **ANNEXURE “B”**. Accordingly, the name of the said Smt. Dhangauri Mohanlal Saraiya was recorded in the revenue records of the said Sixth Property vide Mutation Entry no. 704, dated 22nd January, 1969;

(3) Thereafter, the said Smt. Dhangauri Mohanlal Saraiya expired at Navsari (Gujarat) on 26th April, 1986 leaving her last Registered Will and Testament dated 11th October, 1983, registered in the office of the Sub-Registrar of Olpad, District-Surat, under Registration No. 1277 on 1st August 1986, inter alia,



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bequeathing the said Fifth Property upon (1) Mr. Nitin Subodhchandra Saraiya, (2) Mr. Hemant alias Amit Subodhchandra Saraiya, (3) Mr. Nirupam Hasmukhlal Saraiya and (4) Mr. Kamlesh Hasmukhlal Saraiya in equal moiety;

- (4) In the circumstances aforesaid, the said (1) Mr. Nitin Subodhchandra Saraiya, (2) Mr. Hemant alias Amit Subodhchandra Saraiya, (3) Mr. Nirupam Hasmukhlal Saraiya and (4) Mr. Kamlesh Hasmukhlal Saraiya became seized and possessed of or otherwise well and sufficiently entitled to the said Sixth Property, each of them being entitled to an equal one-fourth undivided share, right, title and interest therein and thereto;
- (5) The said Mr. Nitin Subodhchandra Saraiya expired intestate at Mumbai on or about 19th November, 1997 leaving him surviving (1) Mrs. Anjana Nitin Saraiya (his widow), (2) Mr. Premal Nitin Saraiya (his son) and (3) Mrs. Tushima Samir Vora nee Tushima Nitin Saraiya (his daughter), as his only heirs and legal representatives according to the Hindu Succession Act, 1956 by which he was governed during his lifetime and his ¼ (one-fourth) undivided share, right and interest in the said Sixth Property more particularly described in the **SECOND SCHEDULE** hereunder written devolved upon the said (1) Mrs. Anjana Nitin Saraiya, (2) Mr. Premal Nitin Saraiya and (3) Mrs. Tushima Samir Vora nee Tushima Nitin Saraiya ;
- (6) Thereafter, by a Release Deed dated 3rd June 2016, duly registered under Serial No. BDR -1/6172/2016, the aforesaid (1) Mr. Premal Nitin Saraiya and (2) Mrs. Tushima Samir Vora (Nee Tushima Nitin Saraiya) have surrendered, released and relinquished all their right in respect of ¼ (one-fourth) undivided share, right, title and interest in the said Sixth Property in favour of Mrs. Anjana Nitin Saraiya, to the effect that Mrs. Anjana Nitin Saraiya shall be solely entitled to all the ¼ (one-fourth) undivided share, right and interest in the said Sixth Property, on the terms and conditions mentioned therein;
- (7) Thus, the said (1) Smt. Anjana Nitin Saraiya, (2) Shri Nirupam Hasmukhlal Saraiya, (3) Shri Hemant alias Amit Subodhchandra Saraiya and (4) Shri Kamlesh Hasmukhlal Saraiya, were seized and possessed of or otherwise well and sufficiently entitled to the undivided share, right, title and interest in the said Sixth Property, more particularly described in the Second Schedule hereunder written.
- (8) Thereafter, by a Deed of Conveyance executed on or about 22nd June, 2016, duly registered before the Sub-Registrar of Assurances under serial no. BDR-15/7898/2016 on 27th October, 2016, made and entered into between (1) Smt. Anjana Nitin Saraiya, (2) Shri Nirupam Hasmukhlal Saraiya, (3) Shri Hemant alias Amit Subodhchandra Saraiya and (4) Shri Kamlesh Hasmukhlal Saraiya (therein referred to as “the Vendors”) of the One Part and the Promoter herein namely **AVANT HERITAGE - III REALTY LLP** (herein referred to as “the Purchasers”) of the Other Part, the said Smt. Anjana Nitin Saraiya and Ors., jointly sold, transferred, conveyed and assigned the said Sixth Property in favour of the Promoter herein namely **AVANT HERITAGE - III REALTY LLP**, for consideration mentioned therein and on the conditions mentioned therein.
- Thereafter, by an Irrevocable General Power of Attorney executed on or about 27th October, 2016, duly registered before the Sub-Registrar of Assurances under No. BDR-15/7899/2016, by (1) Smt. Anjana Nitin Saraiya, (2) Shri Nirupam Hasmukhlal Saraiya, (3) Shri Hemant alias Amit Subodhchandra Saraiya and (4) Shri Kamlesh Hasmukhlal Saraiya in favour of Mr. Sudeep Kumar Saha being the Designated Partner of the Promoter herein namely **AVANT HERITAGE - III REALTY LLP**, to do all the acts, deeds, matters and things in respect of development of the said Sixth Property, as recorded therein.



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Promoter

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(10) The said Sixth Property was encroached upon by the Slum-dweller/s / Occupant/s who had built huts, slum tenements and chawls thereon and in view thereof, (i) the portion of the said Sixth Property, bearing CTS No 153 admeasuring 1797.90 sq. mtrs or thereabouts was declared / notified as "Slum" under the Slums Area (Improvement, Clearance and Redevelopment) Act, 1971 (hereinafter referred to as "Slum Act"), by the Deputy Collector (ENC) and competent Authority vide its Order dated 12th January 1983, bearing Order no DCA/ENC/RMND/220/Pratap Nagar, published in the Maharashtra Government Official Gazette dated 26th January 1984, Part 1 on Page No 87, and (ii) the remaining part of the said Sixth Property bearing CTS No. 153 (Part) admeasuring 1277.20 sq. mtrs or thereabouts was also declared / notified as "Slum" under the Slum Act, by the Deputy Collector (ENC) and competent Authority vide its Order dated 22nd January 1985, bearing Order no DCA/ENC/RMND/240/Shyam Nagar Majas, published in the Maharashtra Government Official Gazette dated 7th February 1985.

(11) In the premises aforesaid, the Promoter herein are the owner and entitled to develop the said Sixth Property, as more particularly described in the Second Schedule hereinunder written, in the manner as they may deem fit and proper.

(12) The said **Scheme 2 Lands** i.e. the said Sixth Property was fully occupied by slum dwellers/occupants/tenants who were residing with their respective families in their respective structures / hutments and is to be developed under SRA Scheme/Provisions ("**the Slum Dwellers**"). These Slum Dwellers who have proposed to form SRA Co-Operative Housing Societies Proposed", namely "**MAULI MAJASWADI SRA COOPERATIVE HOUSING SOCIETY (PROPOSED)**" ("**THE SAID SECOND SLUM SOCIETY**").



(13) By a Special General Body Resolution dated 25/06/2017, the said Second Slum Society, granted development rights in respect of the said Sixth Property unto the **AVANT HERITAGE - III REALTY PVT LTD.**

(14) The slum dwellers of the said Second Slum Society have given their irrevocable consent to **Aishwarya Avant Builders L.L.P.** for developing the said Sixth Property and have executed the said agreements with the **AVANT HERITAGE - III REALTY PVT LTD.**

C. HISTORY IN RESPECT OF SCHEME 3 LAND

(1) Promoter herein Avant Heritage III Realty L.L.P. and/or Avant Heritage IV Realty L.L.P. and/or in favour of its sister concerns and/or any of the Group of Companies, have under the drivers deeds / documents / writings / have acquired the rights to the neighboring / adjoining properties i.e. plots bearing C.T.S. No. **192 (pt), 192/74(pt), 150, 150 (1 to 35), 151, 151 (1 to 29)**, of Village Majas, Taluka Andheri (hereinafter collectively referred as "**the Scheme 3 Lands**") and shall retain the rights of amalgamating / clubbing / de-clubbing the same with "**the said Scheme 1 Lands**" [i.e. "**the said Avant Heritage - I & II Property**"/ "**Scheme 1 Lands**" (i.e. "**the said First Property**", "**the said Second Property**", "**the said Third Property**", "**the said Fourth Property & Fifth Property**")] and "**the said Scheme 2 Land**" [i.e. "**the said Sixth Property**"].. Amalgamation of land bearing CTS No. **150, 150 (1 to 35), 151, 151 (1 to 29), 192 (pt), 192/74(pt)**, with the ongoing schemes i.e. Scheme 1 and scheme 2 lands has already been approved by SRA qua Revised LOI dated 14th June, 2022.



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D. HISTORY IN RESPECT OF SCHEME 4 LAND

[i.e., the said Neighbouring / Adjoining / Contiguous Properties]:

1. The Aishwarya Avant Builders L.L.P. and/or the Promoter herein Avant Heritage III Realty L.L.P. and/or Avant Heritage IV Realty L.L.P. and/or in names of its sister concerns and/or any of the Group of Companies, have under the drivers deeds / documents / writings / are in process of acquiring/ through various group companies the rights to the neighboring / adjoining properties i.e. plots bearing C.T.S. No. 148, 149, 152-B, 154, 155, 156B of Village Majas, Taluka Andheri and other neighboring / adjoining / contiguous lands being the neighboring / adjoining / contiguous properties (hereinafter collectively referred as **“the Scheme 4 Lands / the NEIGHBOURING / ADJOINING / CONTIGUOUS PROPERTIES”**) and shall retain the rights but not under any obligation of amalgamating / clubbing / de-clubbing the same with **“the said Scheme 1 Lands”**, **“the said Scheme 2 Land”** and **“the said Scheme 3 Land”**. The Promoter and/or its Sister Concerns and/or its Group of Companies may either develop the said Scheme 4 Lands in the same scheme or in more schemes as the Promoters and/or its Sister Concerns and/or its Group of Companies may deem fit and proper.

2. Aishwarya Avant Builders L.L.P. and/or the Promoter herein **AVANT HERITAGE - III REALTY PVT LTD** and/or Avant Heritage IV Realty L.L.P. and/or in names of its sister concerns and/or any of the Group of Companies, also are in the process of acquiring the rights to several other plots being adjacent / adjoining and neighboring to **“the said Scheme 1 Lands”** and **“the said Scheme 2 Land”** and **the said Scheme 3 Land”** in all the 4 (four) directions including but not limited to neighboring / adjoining / contiguous properties for clubbing / de-clubbing / amalgamating the development of **“the said Scheme 1 Lands”** and **“the said Scheme 2 Land”** and **the said Scheme 3 Land”** with any one or more other scheme / development / land in addition to and / or substitution of the Clubbed Scheme / De-Clubbing Scheme / Amalgamating Scheme and by redeveloping the same with **“the said Scheme 1 Lands”** and **“the said Scheme 2 Land”** and **“the said Scheme 3 Land”** and **the said Scheme 4 Land”** to form a larger layout anytime in future. Promoters has prior to the execution of this agreement informed and explained the Allottee/s / Purchaser/s / Investor/s about the same and the Allottee/s / Purchaser/s / Investor/s and the Allottee/s / Purchaser/s / Investor/s hereby unconditionally and irrevocably agree and consent for the same, and further agree and undertake not to raise any grievance, demand or dispute or objection regarding the same in any/all respects whatsoever and the same shall be considered as the specific consent of the Allottee/s / Purchaser/s / Investor/s.

E. COMMON HISTORY IN RESPECT OF “THE SCHEME 1 LANDS”; “THE SCHEME 2 LAND”
AND “THE SCHEME 3 LANDS” and “THE SCHEME 4 LANDS”:

The Promoter have through the aforesaid Deeds and writings referred to therein and any amendments, modifications and/or changes therein, the sole and exclusive right to sell and/or otherwise deal with the premises / flats / units / parking space or any other premises to be constructed by the Promoter on the said Scheme 1 Lands and Scheme 2 Land and to enter into agreement/s with the Purchaser/s / Allottee(s) of the premises, flats etc. and to receive the sale proceeds in respect thereof.

(1) Hereinafter, **“the said Scheme 1 Lands”** [i.e. *“the said Avant Heritage – I & II Property”* / *“Scheme 1 Lands”* (i.e. *“the said First Property”*, *“the said Second Property”*, *“the said Third Property”*, *“the said Fourth Property”* & *the said Fifth Property”*)] and **“the said Scheme 2 Land”** [i.e. *“the said Sixth Property”*] and **“the said Scheme 3 Lands”** are hereinafter collectively referred to as **“the said**



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alongwith its Sister concern / its other Group of Companies, have agreed to jointly implement their respective S.R. Schemes as a single scheme which the Slum Rehabilitation Authority has allowed as per the provisions of the Clause 7.7. of Appendix – IV of Regulations No 33 (10) of the D. C. Regulations 1991 and as amended upto date.

- (5) Pursuant to the Promoter herein alongwith its Sister Concerns / its other Group of Companies submitting a proposal to develop the said entire property, Slum Rehabilitation Authority (SRA)/ Dy Collector (Encroachment) has granted draft Annexure 2, whereby, the Promoter herein alongwith its Sister Concerns / its other Group of Companies are required to construct and hand over certain flats free of cost to the eligible Slum Dwellers / Occupant/s and the Promoter herein alongwith its Sister Concerns / its other Group of Companies are also entitled to construct and sell flats in the “Free Sale Components” as per rules and regulations of the slum development authorities.
- (6) Further, after amalgamation and/or clubbing
- (7) of the Scheme 1 Lands with the Scheme 2 Land and the Scheme 3 Lands, the same being ongoing scheme was approved by SRA on 16th July, 2018 and Accordingly the said proposal was accepted by SRA on 16th July, 2018.
- (8) Similarly, clubbing of the Scheme 3 Lands with the ongoing scheme was approved by SRA on 18th August 2018 and accordingly the said proposal was accepted by SRA on 21st August 2018.
- (9) Similarly, amalgamation of land bearing CTS No. **150, 150 (1 to 35), 151, 151 (1 to 29)** with the ongoing schemes i.e. Scheme 1 and scheme 2 lands was approved by SRA vide Revised LOI dated 14th June, 2022, bearing its Reference No. SRA/ENG/1114/KE/PL/LOI and all the Scheme 1, Scheme 2, and scheme 3 lands are amalgamated together
- (10) The Allottee/s / Purchaser/s / Investor/s herein have been informed by the Promoter herein that they alongwith **Aishwarya Avant Builders L.L.P.** and **Avant Heritage IV Realty L.L.P** and its Sister Concerns and/or Group of Companies have / are in process of clubbing / de-clubbing / amalgamating “**the said Scheme 1 Lands**” and “**the said Scheme 2 Land**” with any one or more other scheme / development / land in addition to and / or substitution of the Clubbed Scheme / De-Clubbing Scheme / Amalgamating Scheme and by redeveloping the same with “**the said Scheme 1 Lands**” and “**the said Scheme 2 Land**” and “**the said Scheme 3 Land**” to form a larger layout anytime in future without having to obtain specific consent of the Allottee/s / Purchaser/s / Investor/s herein. The Allottee/s / Purchaser/s / Investor/s herein do and each of them doth hereby / doth hereby gives their irrevocable / deemed consent to the Promoter and its group of companies for clubbing / de-clubbing / amalgamating “**the said Scheme 1 Lands**” and “**the said Scheme 2 Land**” and “**the said Scheme 3 Land**” to form a larger layout, as they may deem fit and proper, without any objection and/or recourse to the Allottee/s / Purchaser/s / Investor/s herein, in any manner whatsoever and the same is implied by execution and/or registration of these presents.

- (11) The Promoter herein alongwith its Sister Concerns / its other Group of Companies are presently undertaking the development of the said Larger Property in accordance with (i) Letter of Intent (**for short “LOI”**), dated 22nd May, 2017, bearing Ref. No. SRA/ENG /1104/KE/PL/LOI; (ii) Revised LOI dated 2nd January 2020, bearing its Reference No. SRA/ENG/1114/KE/PL/LOI, (iii) Revised LOI dated 21st



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Promoter

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May 2021, bearing its Reference No. SRA/ENG/1114/KE/PL/LOI, iv) Revised LOI dated 26th August, 2021, bearing its Reference No. SRA/ENG/1114/KE/PL/LOI and Revised LOI dated 14th June, 2022, bearing its Reference No. SRA/ENG/1114/KE/PL/LOI (as may be amended from time to time) (hereinafter collectively referred to as “**the said LOI’s**”) under the provisions of Regulation 33(10) of the DCPR 2034, whereby the development of the Larger Property, is amalgamated and clubbed with “the said Scheme 1 Lands”, “the said Scheme 2 Land” and “the said Scheme 3 Lands” and/or with any another scheme (details whereof are duly set out in the said LOI) (“**Clubbed Scheme**”), in the manner and on the terms and conditions as set out therein. A copy of the said Revised LOIs dated 26th August, 2021 and 14th June, 2022, are annexed and marked as **ANNEXURE “C”** (colly) hereto respectively.


(12) The Promoter herein alongwith its Sister Concerns / its other Group of Companies are undertaking the development / re-development of the Larger Property in a phase-wise manner and are constructing a residential/mixed-use project thereon in a phase wise manner. Accordingly, the Promoter herein alongwith its Sister Concerns / its other Group of Companies, having proposed to construct the building/s, on the portion of the said Larger Property, i.e., on the said Scheme 2 Lands, being residential/commercial building/s, for which the Promoter herein alongwith its Sister Concerns / its other Group of Companies, have obtained the requisite and necessary approvals for building plans for construction of the proposed residential building and sanction from the Slum Rehabilitation Authority (hereinafter referred to as the said “**SRA**”) and the concerned authorities.

(13) The Promoter herein alongwith its Sister Concerns / its other Group of Companies having constructed / propose to construct the New Building/s on the portion of the said Larger Property, in the following manner:

(i) Aishwarya Avant Builders L.L.P., has obtained Intimation of Approval, dated 16th February, 2015, bearing Ref. No. SRA/ENG/1725/KE/PL/AP from the SRA (hereinafter referred to as the said “**IOA**”) and further have also obtained the Commencement Certificate bearing No. SRA/ENG/1725/KE/PL/AP dated 17th April, 2015 (hereinafter referred to as the said “**CC**”) for Proposed First Residential cum Commercial Building, to be constructed on the East side of the Larger Property, i.e., on the said Scheme 1 Lands, to be known as “**AVANT HERITAGE- I**”, for residential cum commercial user consisting of stilt, and thereafter the residential floor shall be 23 (twenty three) or more upper floors (hereinafter referred to as the said “**THE PROPOSED FIRST RESIDENTIAL/COMMERCIAL BUILDING**”). The SRA has issued Full Occupation Certificate for the building **AVANT HERITAGE- I**, for residential cum commercial user – I on 25th July, 2022.

(ii) Similarly, Aishwarya Avant Builders L.L.P. is also constructing another tower, on the East side of the said Larger Property, on the said Scheme 1 Lands, to be known as “**AVANT HERITAGE- II**”, for residential cum commercial user consisting of Basement + Stilt + Commercial First Podium, Second Podium and thereafter the residential floors shall be 20 (Twenty) habitable or more upper floors (hereinafter referred to as the said “**THE PROPOSED SECOND RESIDENTIAL / COMMERCIAL BUILDING**”), subject to approvals from relevant authorities. Aishwarya Avant Builders L.L.P., have already obtained Intimation of Approval, dated 15th February, 2018, bearing Ref. No. KE/PVT/0103/20050609/S2 from the SRA (hereinafter referred to as the said “**IOA**”) and Commencement Certificate bearing No. KE/PVT/0103/20050609/S2 dated 15th February, 2018 (as amended from time to time) (hereinafter referred to as the said “**CC**”) for the Proposed Second Residential Building.



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- (iii) Thereafter, the Promoter herein alongwith its Sister Concerns / its other Group of Companies, have obtained IOA dated 31st May, 2021 bearing No. KE/PVT/0103/20050609/A2/COM-3 and Amended IOA and C.C. both dated 8th February 2022, bearing No. KE/PVT/0103/20050609/C-3, for construction a proposed Composite Building No. "3", to be constructed on the portion of the said Larger Property, i.e., on the Scheme 2 Land, to be known as "**AVANT HERITAGE - III**", subject to further approvals to be obtained from time to time from the relevant concerned authorities. The copy of the said IOA's and C.C.'s, is annexed and marked as **ANNEXURE "D" and "E"** hereto respectively.
 - (iv) The Promoter herein are desirous to construct on the Scheme 2 Land, a proposed Composite Building No 3, to be known as "**AVANT HERITAGE- III**", comprising of 4 (four) Wings namely Wing "A", Wing "B", Wing "C" and Wing "D" ("**the said Wings**") (hereinafter collectively referred to as "**the said BUILDING**"), which shall be comprised of the following:
 - (a) in the Basement below the said Wings, the Promoter are desirous of proposing a common basement, whereby cars / vehicle parking's slot in the Mechanical / Robotic Parking System shall be provided (which may be in the form of a tandem parking, tower parking, puzzle parking or stack parking or any other form of automated or mechanical or robotic parking) (hereinafter referred to as "**the said Car Parking Slot in Basement**");
 - (b) On the Ground Floor of Wing "A", the Promoter are desirous of proposing commercial premises for rehabilitating of the Slumdweller / occupants shall be provided (hereinafter referred to as "**the said Commercial Premises**") and on the Ground Floor of Wing "B", Wing "C" and Wing "D", the Promoter are desirous of proposing cars / vehicle parking's slot in the Mechanical / Robotic Parking System shall be provided (which may be in the form of a tandem parking, tower parking, puzzle parking or stack parking or any other form of automated or mechanical or robotic parking) (hereinafter referred to as "**the said Car Parking Slot in Ground Floor**");
 - (c) On the 1st Podium Level / 1st Floor from Ground Level of Wing "A", the Promoter are desirous of proposing (i) Balwadi, Welfare Center, Society Office and other amenities shall be provided to hand over the same to SRA (hereinafter referred to as "**the said SRA Amenities**") and (ii) 1 (one) Residential Premises on the portion of the 1st Podium Level of Wing "A" and the Promoter are desirous of proposing a on the 1st Podium Level / 1st Floor from Ground Level of Wing "B", Wing "C" and Wing "D", Partly shall be for providing amenities such as Swimming Pool, Gym, Garden and other amenities (hereinafter referred to as "**the said Sale Amenities**") and on the remaining portion shall be partly for providing Residential Premises;
- Thereafter the Promoter are desirous of proposing from the 2nd residential floor upto 23 (twenty-three) habitable or more upper floors for Residential Premises.
- As disclosed above, the said Wings (save and except the Wing "A" for Commercial & Residential Rehab Units) is proposed as Sale Portion, however, as per the sanctioned layout plans as may be amended from time to time, the Promoter may construct PTC / PAP tenements by utilization of PTC / PAP component, as per the said LOI ("**PTC / PAP Component**") or Sale Component on 20th to 23rd floor of the Wing A or more upper floors ("**PTC / PAP Portion**"). The Promoter are in the process of swapping this PTC // PAP Component with sale component of one or more schemes and upon undertaking the same, the Promoter shall obtain amended approvals and plans for Wing



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(Signature)

Promoter

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A, in the manner as stated herein. This is however subject to sanction from the competent authorities. It is agreed and clarified that upon swapping of the PTC / PAP Component, with the free sale component of any one or more other scheme and subject to the obtaining necessary approvals and amended sanctioned layout plans, the aforesaid PTC / PAP Portion shall be converted to the sale premises and the same shall form part of the Sale Portion of Wing A.

(v) the Promoter herein alongwith its Sister Concerns / its other Group of Companies are desirous of constructing on the Scheme 3 Lands, in one or more phases, as and when they may deem fit and proper, subject to obtaining necessary approvals from the concerned authorities from time to time and has prior to the execution of this agreement informed and explained the Allottee/s / Purchaser/s / Investor/s about the same, and the Allottee/s / Purchaser/s / Investor/s do and each of them doth hereby / doth hereby agrees, confirms and gives his / her /their irrevocable consent and No Objection for the same, by executing this Agreement.

F. The Promoter shall be entitled to change the Sale/Rehab Buildings and/or the area and/or location and/or path ways and/or drive ways, etc., and/or the common amenities, facilities etc. and/or other specifically earmarked areas as they may desire and make any amendments, modifications and/or changes therein and Promoters has prior to the execution of this agreement informed and explained the Allottee/s / Purchaser/s / Investor/s about the same and the Allottee/s / Purchaser/s / Investor/s, do and each of them doth hereby / doth hereby agrees, confirms and gives his / her /their irrevocable consent and No Objection for the same, by executing this Agreement. It has been clarified that the said plans, specification, elevations, sections and details of the said building “**Avant Heritage – III**”, may be altered, modified, changed, etc., as it may be required for obtained any approval, permissions, sanctions, etc., from the concerned authorities and that the Allottee/s / Purchaser/s / Investor/s have given its Irrevocable Consent and approval for the same as required under the provisions of section 14(2)(i) and 14(2)(ii) of the Real Estate (Regulations and Development) Act 2016 and has prior to the execution of this agreement informed and explained the Allottee/s / Purchaser/s / Investor/s about the same and Allottee/s / Purchaser/s / Investor/s hereby agrees and undertakes that they shall in no event raise any grievances for the same, challenge and/ or dispute for the same in any manner whatsoever.

G. The Promoter are entitled to transfer / sell / allot the premises / units (*other than those which are for rehabilitation of the tenants / occupants of the Larger Property*) in the new building/s to be constructed on the portion of the Larger Property now to be known as “**AVANT HERITAGE - III**” (“**New Buildings**”) in accordance with the terms and conditions of sanctions and approvals obtained / being obtained in relation to the same.

H. The development of **AVANT HERITAGE – III**, building on the Scheme 2 Land i.e. on the portion of the said Larger Property is proposed as a “Real Estate Project” by the Promoter (“**REAL ESTATE PROJECT**”) and the Promoter have registered the Real Estate Project with the Authority, under the provisions of the Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 (“**RERA Rules**”). The Authority has issued the **Certificate of Registration No. “P51800029940”, dated 15th July 2021**, for the Real Estate Project and a copy of the RERA Certificate is annexed and marked as **ANNEXURE “F”** hereto.

I. The Details of mortgage(s) and other encumbrances with respect to the said Larger Property (or part thereof) are as disclosed on the Maharashtra Website.



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J. Further buildings/wings shall be constructed on the said Larger Property or any adjoining property by utilizing balance F.S.I. in respect of the said Larger Property or any other F.S.I. / benefit which may be available in respect of the said Larger Property or otherwise as also by utilizing T.D.R. as may be permitted in law for construction on the property or any part thereof. The Promoter alone shall be entitled to the same.

K. The Allottee/s / Purchaser/s / Investor/s, do and each of them doth hereby / doth hereby agrees, confirms and acknowledges that the Promoter propose to construct the Real Estate Project by utilization of development potential in accordance with approvals and permissions obtained / to be obtained from time to time and as disclosed in the Disclosed Layout. The proposed layout plan being Disclosed Layout (“**Disclosed Layout**”), annexed to this Agreement as **ANNEXURE “G”**, tentatively indicates the present/future/further buildings/towers/wings that may be built on the Larger Property and/or the said Scheme 2 Land. The Promoter reserve their rights and are and shall continue to be entitled to amend, modify and/or substitute the Disclosed Layout including any future and further development of the Larger Property and/or the said Scheme 2 Land, the location of the reservations affecting the Larger Property (including the said Scheme 2 Land) to be constructed on the Larger Property (including the said Scheme 2 Land), in full or in part, swapping of the PTC Component with sale component of one or more other schemes and constructing units for sale in place of PTC tenements, as may be required by the Promoter from time to time or due to planning constraints which inter alia may include construction of buildings with such permutations and combinations of residential or residential cum commercial premises or such other users as may be permissible and shifting the location of the reservations affecting the Larger Property (including the said Scheme 2 Land), if any anywhere on the Larger Property (including the said Scheme 2 Land), in a phase-wise manner or as may be deemed fit and proper by the Promoter including, by implementing various schemes as mentioned in DCR 1991/ DCPR 2034 or based on expectation of increased FSI / development potential which may be available in future on modification of DCR 1991 and DCPR 2034, which are applicable to the development of the Larger Property (including the said Scheme 2 Land) inter alia in consonance with revised DCR 1991/DCPR 2034. Any amendments to the Disclosed Layout in accordance with the approvals and permissions and what is stated herein will result in changes to the Disclosed Layout. The Promoter shall be entitled to (and reserves their right in this regard) to club / de-club / amalgamated the development of the said Scheme 2 Land with any one or more other scheme / development / land in addition to and / or substitution of the Clubbed Scheme.

L. The present layout, design, elevation, plans etc., may be required to be amended from time to time by the Promoter and the Allottee/s / Purchaser/s / Investor/s has entered into the present Agreement knowing fully well that the scheme of development proposed to be carried out by the Promoter on the said entire property may take a very long time, therefore the Promoter may require to amend, from time to time, the plans, lay out, design, elevation etc. and the Allottee/s / Purchaser/s / Investor/s has no objection to the Promoter making such amendments; Before entering into this Agreement, the Promoter have put the Allottee/s / Purchaser/s / Investor/s to the Notice of the aforesaid facts and the Allottee/s / Purchaser/s / Investor/s hereby accord his / her / their informed consent for the same.



The Real Estate Project is known as '**AVANT HERITAGE- III**' ;

(2) The Promoter shall have the sole discretion and right to change the name of the Real Estate Project from its present name to any other name and the Allottee/s / Purchaser/s / Investor/s gives his / her / their consent for the same and shall not raise any objection in this regard.

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Promoter

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- (3) SRA issued Intimation of Approval dated 31st May, 2021 bearing No. KE/PVT/0103/20050609/A2/COM-3 and Amended IOA & C.C. both dated 8th February 2022, bearing No. KE/PVT/0103/20050609/C-3, (as amended from time to time) for construction a proposed Composite Building No. "3" in favour of the Promoter for constructing a proposed New Building on the portion of the said Larger Property and has granted Commencement Certificate dated 8th February 2022 in favour of the Promoter with respect to the Real Estate Project, in the manner and on the terms and conditions as set out therein. The Real Estate Project shall comprise of the Sale Portion of Wing "B", Wing "C" and Wing "D" (as set out above) being constructed in phases.
- (4) The Wing "A" shall be partly for the Residential and Commercial Rehab Units for the Slumdwellers / occupants and partly for sale units, subject to approval to be obtained from concerned authorities from time to time.
- (5) The Real Estate Project shall comprise such number of car parking slots as may be permissible in law and approved by the concerned authorities, from time to time.
- (6) The Allottee/s / Purchaser/s / Investor/s has been explained by the Promoter and the Allottee/s / Purchaser/s / Investor/s understands that the Promoter may for the planning constraints or on account of the height of the New Building and / or the FSI not being sanctioned or for any other reason as may be deemed fit and proper in their sole discretion, construct a building of floors less than the aforesaid floors and Allottee/s / Purchaser/s / Investor/s explicitly and irrevocably agrees and consents for the same. On account of the above, there may be changes / amendments in location, area, count (of refuge floors/units, water tanks, staircases, width of staircases, lifts, basements, car parking tower, fire check floor, fire chute, etc.), and the Allottee/s / Purchaser/s / Investor/s agrees and provides his/her irrevocable consent for the same.
- (7) The premises comprised in the Real Estate Project shall be comprising of residential flats and/or such other user as the Promoter may deem fit and as may be permissible in law.
- (8) The Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building; The Promoter further undertakes to obtain the above approvals and obtain balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building;
- (9) While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the promoter while developing the Real Estate Project and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.
- (10) The Allottee/s / Purchaser/s / Investor/s and the other allottee/s / occupant/s in the Real Estate Project shall become members of the said Society.
- (11) The Real Estate Project Amenities shall be constructed in a phase-wise manner and shall be completed upon construction of the entire Real Estate Project and obtainment of the occupation certificate thereof.



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Further, the Promoter reserve their right to substitute, upgrade, modify, delete, relocate or enhance any or all the Real Estate Project Amenities.

(12) The Promoter shall have the exclusive right to put up signage, hoarding, and all other forms of advertisement board whatsoever within the said Scheme 2 Land and/or the said Larger Property. The Promoter shall be entitled to place, select, decide and put hoarding/boards of their Logo and/or Brand Name or any other Logo and/or Brand name as decided by the Promoter from time to time, in perpetuity in the form of Neon Signs, MS Letters, and Vinyl & Sun Boards or any other form ("Sign Board") on the Real Estate Project and on the façade, terrace, compound wall or other part of the Real Estate Project and shall be entitled to all the revenues arising from the same. The Promoter or its nominee shall have right of ingress and egress to such Sign Board at all the times for the purposes of repairs and maintenance or otherwise and the Allottee/s / Purchaser/s / Investor/s or the said Society shall not directly or indirectly obstruct the same. The Promoter shall have right to obtain separate electricity meter for such Sign Board and they shall pay the electricity bills for the same. The Promoter shall not be liable to pay any fees, charges or moneys for the same to the said Society.

(13) The details of conferment of title upon the Promoter with respect to the Real Estate Project, are more particularly specified herein.

(14) The Allottee/s / Purchaser/s / Investor/s hereby gives his/her express consent to the Promoter to mortgage the said Property or any part thereof and the buildings under construction or any of them in such manner that the said Premises being sold to the Purchaser herein shall not form part of the Mortgage.

N. The Allottee/s / Purchaser/s / Investor/s is/are desirous of purchasing a residential premises / Flat in the Real Estate Project as more particularly described in the **THIRD SCHEDULE** hereunder written (hereinafter referred to as the "said Premises") has / have approached the Promoter and requested to allot to him/her/them the said Premises.

O. The Allottee/s / Purchaser/s / Investor/s confirms to have examined:

(i) A copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/their Advocates and Planning and Architectural consultants.

(ii) All documents and information uploaded by the Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects.

(iii) The Allottee/s / Purchaser/s / Investor/s has agreed and consented to the development of the Real Estate Project as defined herein).

The Disclosed Layout.

The Promoter have procured certain approvals from the concerned government authorities for development of Real Estate Project, as has been disclosed under the Act on <https://maharera.mahaonline.gov.in> (hereinafter referred to as "the MahaRERA Website") and shall obtain the balance approvals from the concerned authorities from time to time so as to carry out construction and obtain the Occupation Certificate in respect thereof.

Q. The Promoter have presently engaged the services of the Architect and Structural Engineer details whereof are set out in the Maharera Website, for the preparation of the drawings and structural designs of the Real Estate Project and reserves right to change or replace them with any other Architect or Structural Engineer.



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R. The Promoter have the right to sell the said Premises in the Real Estate Project to be constructed by the Promoter and to enter into this Agreement with the Allottee/s of the Premises and to receive the Sale Consideration and Other Charges in respect thereof.

S. On demand from the Allottee/s / Purchaser/s / Investor/s, the Promoter have given inspection to the Allottee/s / Purchaser/s / Investor/s of all the documents of title relating to the development of the Larger Property, the said Scheme 2 Land, and the Clubbed Scheme, etc., and the plans, designs and specifications prepared by the Promoter' Architects and of such other documents as are specified under the RERA and the Rules and Regulations framed thereunder, including but not limited to the following:

- (i) All the title deeds, documents, etc., referred to in this Agreement.
- (ii) All the title deeds and documents in relation to the Real Estate Project.
- (iii) All the approvals and sanctions of concerned authorities issued till date for the development of the Larger Property, the said Scheme 2 Land, and the Clubbed Scheme, etc. including the layout plan, building plan, floor plan and the commencement certificate of the said Real Estate Project constructed / being constructed on the said Scheme 2 Land;
- (iv) The copy of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as ANNEXURE "H". Further, the other acquired plots and the other plots yet to be acquired, shall be amalgamated and jointly developed along with the said Scheme 2 Land as a single layout in future, by the Promoter, forming a single larger layout thereto.

(v) Copy of Property Register Cards are annexed and marked as ANNEXURE "I";

(vi) Copy of the floor plan of the said Premises, is hereto annexed and marked as ANNEXURE "J".

(vii) Copy of the Title Certificate dated 03/04/2019 issued by Advocate R.T. Mishra, certifying the right/entitlement of the Promoter is annexed hereto and marked as ANNEXURE "K" hereto ("the said Title Certificate").


(viii) Copy of the D.P. Remark reflecting that the said Scheme 2 Land is not under any reservation development plan save and except as stated shown in the D. P. Remark dated 10/05/2022 bearing number E/E/2022/111391409. A photo copy of the D. P. Remark with the Plan is annexed hereto and marked as ANNEXURE "L".

T. Further, (i) the requisite approvals and sanctions, for the development of the Real Estate Project from the competent authorities are obtained / being obtained, (ii) approvals and sanctions from other relevant statutory authorities are applied for and/or in process of being obtained and/or obtained by the Promoter.

U. The Promoter have accordingly commenced construction of the Real Estate Project in accordance with the sanctioned plans and approvals and permissions, as referred hereinabove.

V. The RERA Carpet Area of the said Premises is 604 square feet and "RERA CARPET AREA" means includes the net usable floor area of the Premises, excluding the area covered by the external walls, areas under service shafts/service area, exclusive enclosed balcony / balcony, deck or verandah area and exclusive open terrace area, but includes the area covered by the internal portion walls ("walls" would mean walls made




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of Reinforced Cement Concrete (RCC) or plain concrete or Shear wall(s) or wall made from bricks or blocks or precast materials or drywalls or precast walls or columns or walls made of any material or composition of one or more of any of the materials and shall include column(s) within or adjoining or attached to the wall) of the said Premises. The Allottee/s / Purchaser/s / Investor/s has been specifically informed that apart from the said Carpet Area, the said premises enjoys certain further areas provided with certain common areas such as vehicle parking floors, passages, lift well, staircase, entrance lobby, etc., as part of the building for the use of Allottee/s / Purchaser/s / Investor/s."

W. Prior to execution of this Agreement, the Allottee/s / Purchaser/s / Investor/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is/are satisfied with respect to, (i) the title of the Promoter to undertake the said Scheme 2 Land / the Clubbed Scheme on the Larger Property, and such title being clear and marketable and to construct the Real Estate Project thereon as mentioned in this Agreement and applicable law and sell the premises therein and (ii) the entire Scheme (iii) the approvals and permissions (including Commencement Certificate) obtained till date. The Allottee/s / Purchaser/s / Investor/s undertake(s) that he/she/it/they has/have verified and confirm having seen, perused, verified and understood the said documents, writing etc., fully and have thereafter agreed to enter into this Agreement with the full knowledge thereof realizing that this Agreement is subject to the terms and conditions contained in the above-mentioned documents. The Allottee/s / Purchaser/s / Investor/s has taken inspection of the said documents to their satisfaction and shall not raise any demand or requisitions in the future and/or to call for any further documents, pertaining to title of the said Larger Property and an authority of the Promoter, to develop the said Scheme 2 Land and the Larger Property. The Allottee/s / Purchaser/s / Investor/s undertake(s) that he/she/it/they has/have taken the financial advice and confirm that the Allottee/s / Purchaser/s / Investor/s has/have the financial capability to consummate the transaction.


X. The Promoter have agreed to sell to the Allottee/s / Purchaser/s / Investor/s and the Allottee/s / Purchaser/s / Investor/s has agreed to purchase from the Promoter, the said Premises as set out in the **THIRD SCHEDULE** for lumpsum consideration as mentioned hereunder ("**Sale Consideration**") hereunder written and upon the terms and conditions mentioned in this Agreement.


Y. The Promoter alone have subject to the terms and conditions of the Deed of Conveyance cum Assignments and writings referred to herein and any amendments, modifications and/or changes therein, the sole and exclusive right to sell and/or sell with the flats / shops / units / premises / car parking space / offices / commercial premises or any other premises to be constructed by the Promoter on the said Scheme 2 Land and to enter into agreement/s with the Purchaser/s of the flats / shops / offices / units / premises / car parking space etc. and to receive the sale proceeds in respect thereof.



Prior to the execution of these presents the Allottee/s / Purchaser/s / Investor/s has paid to the Promoter a sum of **Rs. 95,238/- (Rupees Ninety-Five Thousand Two Hundred Thirty-Eight Only)** being the part payment of the sale consideration of the said Premises agreed to be sold by the Promoter to the Allottee/s / Purchaser/s / Investor/s as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s / Purchaser/s / Investor/s has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing:

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Promoter


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completed and the F.S.I. and/or T.D.R. and/or Fungible F.S.I. and/or any other benefits available on "the said Larger Property" is fully utilised by the Promoter / group companies and the amount or amounts receivable by the Promoter and all the obligations, required to be carried out by the Allottee/s / Purchaser/s / Investor/s herein and the other purchasers / Allottee/s / Purchaser/s / Investor/s of premises from the said Promoter, are fulfilled as also till the entire project is completed. Promoters has prior to the execution of this agreement informed and explained the Allottee/s / Purchaser/s / Investor/s about the same and the Allottee/s / Purchaser/s / Investor/s and the Allottee/s / Purchaser/s / Investor/s hereby unconditionally and irrevocably agree and consent for the same, and further agree and undertake not to raise any grievance, demand or dispute or objection regarding the same in any/all respects whatsoever.

3. The Promoter and its Sister Concerns / the Group of Companies may club, de-club, amalgamate, sub-divide the development/redevelopment of the Larger Property and/or the said erstwhile Scheme 2 Land, with one or more other schemes/lands. The Promoter shall also be entitled to club / de-club / amalgamate the Larger Property and/or the said Scheme 2 Land (or part thereof) with any such other land, whether as a common integrated layout with the Larger Property and/or the said erstwhile Scheme 2 Land (or part thereof) or otherwise, subject to necessary approvals/sanctions from the concerned authorities. For this purpose, the Promoter shall be entitled to take steps including but not limited to following:

- (a) Club / de-club /Amalgamate schemes of development of the adjoining / contagious / neighbouring lands, land plates, land composition and land mix;
- (b) Float FSI/Transferable Development Rights ("TDR") from the Larger Property and/or the said Scheme 2 Land onto the other lands/properties and/or from the other lands/properties onto the Larger Property and/or the said Scheme 2 Land and undertake consequent construction, development, sale, marketing and alienation;
- (c) To club / de-club / amalgamate the development of the said Scheme with any one or more other scheme / development / land in addition to and / or substitution of the Clubbed Scheme.

(d) Swap PTC Component with sale component of one or more other schemes, as the Promoter deem fit and proper.

(e) To avail the benefit, of any increase in FSI / development potential as may be available from time to time.

(f) Provide common access and entry and exit points to and from the Larger Property (including the said Scheme 2 Land), or part thereof and the other properties, which may be used in common by the occupants of premises constructed on the said Larger Property and/or the said Scheme 2 Land (or part thereof) and the other properties;

Upon such acquisition, clubbing, de-clubbing or amalgamation of the other land the magnitude and scope of the Real Estate Project and / or the said Land Larger Property and/or the said Scheme 2 Land, shall vary and accordance with the actual acquisition of land/project. Promoters has prior to the execution of this agreement informed and explained the Allottee/s / Purchaser/s / Investor/s about the same and the Allottee/s / Purchaser/s / Investor/s and the Allottee/s / Purchaser/s / Investor/s hereby unconditionally and irrevocably agree and consent for the same, and further agree and undertake not to raise any grievance, demand or dispute or objection regarding the same in any/all respects whatsoever.



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Promoter

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4.

DISCLOSURES AND TITLE:

- (a) The Allottee/s / Purchaser/s / Investor/s hereby declares and confirms that prior to the execution of this Agreement, the Promoter have made full and complete disclosure of their right, title and interest in the Real Estate Project and the development of the Larger Property, the said Scheme/the Clubbed Scheme on the Larger Property and the said Premises and the Allottee/s / Purchaser/s / Investor/s has taken full, free and complete disclosure of the right, title and interest of the Promoter, the said Premises and the Allottee/s / Purchaser/s / Investor/s has taken full, free and complete inspection of all the information, documents, disclosures including that of existing disputes/litigations that have been uploaded by the Promoter on the MahaRERA website, and has/have also satisfied himself / herself / themselves of the particulars and disclosures and has independently verified all the aforesaid documents and information and has satisfied himself with the title of the Promoter, including the following:
- (i) Nature of the right, title and interest of the Promoter to the development of the Larger Property, the said Scheme/ the Clubbed Scheme and the development of the Real Estate Project and the encumbrances thereon; and the details of the existing disputes/litigations in respect to the project are disclosed by the promoter.
- (ii) The drawings, plans and specifications duly approved and sanctioned till date by the sanctioning authorities in respect of the Real Estate Project, and the floor plan of the said Premises;
- (iii) Particulars of the fixtures, fittings and specifications with regard to the flooring and sanitary fittings proposed to be provided in the said Premises to be provided by the Promoter in the said building and the said premises as are set out in ANNEXURE "M", annexed hereto.
- (iv) FSI utilized and/or to be utilized in the Real Estate Project;
- (v) The nature of the organization to be constituted of the Allottee/s of the Premises in the Real Estate Project;
- (vi) The approvals, drawings, plans to be obtained, in relation to the Real Estate Project;
- (vii) Nature of responsibilities of the Promoter and Allottee/s / Purchaser/s / Investor/s under this Agreement;
- (viii) Nature of inter-se roles, responsibilities and obligations of the Promoter shall be as per the LOI's; the LOI's;
- (ix) The various amounts and deposits that are to be paid by the Allottee/s / Purchaser/s / Investor/s including the Sale Consideration, Other Charges, taxes, maintenance and outgoings;
- (x) The nature of the right, title and interest of the Allottee/s / Purchaser/s / Investor/s in the said Flat/Premises hereby agreed to be created.
- (xi) The Promoter would be entitled to aggregate any contiguous / non – contiguous land parcel with the development of the Larger Property and/or the said Land, in accordance with applicable law, as may be amended, modified and / or re-enacted from time to time.
- (xii) The Promoter are entitled to amend, modify and/or substitute the plans, in full or in part, as may be required by them from time to time in accordance with law and / or as stated/disclosed herein.



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Promoter

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(xiii) Prior to the execution hereof, the Allottee/s / Purchaser/s / Investor/s further confirms and warrants that the Allottee/s / Purchaser/s / Investor/s has independently investigated and conducted through their legal counsels/advocates/consultants, legal and technical due diligence in respect of the Real Estate Project and the said Scheme /the Clubbed Scheme/the Amalgamated Scheme and the said Premises and has satisfied himself/herself/themselves in respect of the title thereof and waives his/her/their right to dispute or raise objections in that regard, at any time in future. The Allottee/s / Purchaser/s / Investor/s confirms that the Allottee/s / Purchaser/s / Investor/s has been suitably advised by his/her/their Advocate/s / Solicitors and that after fully understanding and accepting the terms hereof, the Allottee/s / Purchaser/s / Investor/s has decided and agreed to enter into this Agreement. The Allottee/s / Purchaser/s / Investor/s hereby confirms that the Allottee/s / Purchaser/s / Investor/s has agreed to purchase the said Premises based on the terms and conditions stated hereunder and that the Promoter shall not be held liable for anything not stated in this Agreement.

(xiv) It is expressly agreed that the right of the Allottee/s / Purchaser/s / Investor/s under this Agreement or otherwise shall always be restricted only to the Premises agreed to be sold and such right will accrue to the Allottee/s / Purchaser/s / Investor/s only on the Allottee/s / Purchaser/s / Investor/s making full and final payment of the Sale Consideration, Other Charges, taxes, maintenance and outgoings payable in pursuance hereof to the Promoter in accordance with this Agreement and only on the Allottee/s / Purchaser/s / Investor/s performing and complying with the terms, conditions, covenants, obligations, undertakings etc. as contained herein without any breach of the same.

(xv) The Allottee/s / Purchaser/s / Investor/s agrees that in the event of any change in plan due to statutory requirements or otherwise, the Promoter shall have option to allot any other Premises of the same area, in lieu of the Premises hereby agreed to be sold. Provided that Sale Consideration shall be adjusted at the same rate as agreed herein.

5. PURCHASE OF THE PREMISES AND SALE CONSIDERATION:

A. The Allottee/s / Purchaser/s / Investor/s hereby agrees/agree to purchase from the Promoter and the Promoter hereby agree to sell to the Allottee/s / Purchaser/s / Investor/s a residential / premises being **Flat No. 204**, admeasuring **604 Sq. ft. RERA Carpet Area**, including Fungible F.S.I. on the proposed **2nd Floor** (including the 1 podium level / floor), in **Wing "C"**, of the proposed Residential/Commercial Building to be known as "**AVANT HERITAGE – III**" (hereinafter collectively referred to as "**the said FLAT PREMISES**"), as shown delineated in **RED** colour boundary line on the Typical Floor Plan, attached hereto is a copy of the Typical Floor Plan and marked as **ANNEXURE "N"**. The Promoter hereby agrees to allot to the Allottee/s / Purchaser/s / Investor/s **01 Stack in the Ground** in the car parking system/ podium ("**the said CAR PARKING SPACE**"). The said car parking space shall be allotted by the Promoter to the Allottee/s at any place in the said Larger Layout, at the sole discretion of the Promoter and it is agreed and clarified that the allocation of the said car parking space may be undertaken even post handing over the possession of the said premises depending upon the completion of the amenity/building/ layout where the said car parking space is allocated. Promoters has prior to the execution of this agreement informed and explained the Allottee/s / Purchaser/s / Investor/s about the same and the Allottee/s / Purchaser/s / Investor/s and the Allottee/s / Purchaser/s / Investor/s hereby unconditionally and irrevocably agree and consent for the same, and further agree and undertake not to raise any grievance, demand or dispute or objection regarding the same in any/all respects whatsoever.

The said "**PREMISES**" is more particularly described in the **THIRD SCHEDULE** hereunder written.



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Promoter

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B. The Promoter herein, at its sole discretion has offered the said Premises at a Discounted rates of **Rs. 1,04,17,000/- (Rupees One Crore Four Lakhs Seventeen Thousand Only) ("Discounted Sale Price / Discounted Consideration")** to the Allottee/s / Purchaser/s / Investor/s herein being the proportionate price of the common areas and facilities appurtenant / available to the said premises, the nature, extent and description of the common areas and facilities provided that Allottee/s / Purchaser/s / Investor/s herein pay the balance consideration amount as per the said, **"payments schedule"** mentioned herein.

C. The Allottee/s / Purchaser/s / Investor/s has paid on or before execution of this agreement a sum of **Rs. 95,238/- (Rupees Ninety-Five Thousand Two Hundred Thirty-Eight Only)** as and by the way of earnest money and hereby agree/s to pay to the Promoter the entire Sale Price / Total Consideration in the following payment schedule ("the Payment Schedule") in the manner hereunder written:

i. A sum of **Rs. 80,56,064/- (Rupees Eighty Lakhs Fifty-Six Thousand Sixty-Four Only)**, On registration of RERA Agreement.

ii. A sum of **Rs. 22,65,698/- (Rupees Twenty-Two Lakhs Sixty-Five Thousand Six Hundred Ninety-Eight Only)**, payable on or before 15th Feb 2025.

iii. A sum of **Rs. NIL/- (Rupees NIL Only)**, to be payable by the Purchaser/s / Allottee/s / Investor/s to the Promoters, on the Promoters completing the construction of the said building. Since, the Purchaser/s / Allottee/s / Investor/s has specifically requested the Promoters that they would be carrying out interior works as per their requirements by engaging their private interior designers/contractors etc. and for the said purpose has requested the promoters to Hand over two sets of keys to the Purchaser/s / Allottee/s / Investor/s for the limited purpose of fittings, furniture, fixtures, etc.; hence, the Purchaser/s / Allottee/s / Investor/s shall pay this amount to the Promoters on or before the Promoter hand over two sets of keys to the Purchaser/s / Allottee/s / Investor/s for the limited purpose of fittings, furniture, fixtures, etc. being the balance amount payable against of the said premises being offered by the Promoter to the Allottee/s / Purchaser/s / Investor/s.

1% TDS shall be deducted by the **Purchasers** from the consideration payable to the Promoter and paid to the competent authority and certified Challan to be provided to the **Promoter** as per process under Law.

The Allottee/s / Purchaser/s / Investor/s shall without fail and without any delay or default or demerit pay the aforesaid stage-wise payment on its respective due dates. The Promoters will forward the courier/email/ post to the Allottee/s / Purchaser/s / Investor/s giving intimation of the Promoter having carried out/commented the aforesaid work, at the address given b-y the Allottee/s / Purchaser/s / Investor/s under this Agreement and accordingly shall raise applicable demand as per the above payment plan and the Allottee/s / Purchaser/s / Investor/s will be bound to pay the amount of installments within seven days of Promoter dispatching such intimation, as time in respect of each of the said payments is THE ESSENCE OF THE CONTRACT since the said premises has been purchased by the Allottee/s / Purchaser/s / Investor/s at a discounted price.

The Promoter shall keep the certificate of their Architect/s certifying that the Promoter have carried out/commented the aforesaid work and such certificate will be open for inspection to the Allottee/s / Purchaser/s / Investor/s at the office of the Promoter and on demand by the Allottee/s / Purchaser/s / Investor/s, the Promoter shall provide a copy of the same. The said certificate shall be valid and binding



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upon the Allottee/s / Purchaser/s / Investor/s and the Allottee/s / Purchaser/s / Investor/s agree not to dispute the same. In event the Allottee/s / Purchaser/s / Investor/s committees any breach of the said Payment Schedule under this Agreement then the Allottee/s / Purchaser/s / Investor/s herein shall not be entitled for the Discounted Sale Price but the Allottee/s / Purchaser/s / Investor/s shall pay to the Promoters herein at the original Sale Price (i.e. without obtaining any discount on the said Total Consideration) the Allottee/s / Purchaser/s / Investor/s, herein do and each of them agree, confirm and undertake the same and shall not raise any dispute in any manner whatsoever. Even if the Promoters do not send any such intimation of work done at site, the Purchaser/s / Allottee/s / Investor/s are generally liable and responsible for payment of the said sale consideration, being deemed to be aware of the stage of work done at site and shall not tender any reason or excuse of the Promoters not having issued any notice of seeking such sale consideration based on the completion of work at site.

Since, the said premises has been purchased by the Allottee/s / Purchaser/s / Investor/s at a discounted price, the said "Payment Schedule" is modified from the Schedule prescribed under the R.E.R. Act, 2016 at the specific request of the Allottee/s / Purchaser/s / Investor/s. Since this specific payment schedule is designed at the specific request of the Allottee/s / Purchaser/s / Investor/s, against specific monetary discount availed by Allottee/s / Purchaser/s / Investor/s, he/she/they/it, shall never raise any dispute in respect thereof, in any forum including but not limited to any Court and/or Authorities and/or The Real Estate Regulatory Authority, Consumer Forum and/or any Tribunals, etc.

Notwithstanding anything contained herein it shall always be obligatory on the part of the Allottee/s / Purchaser/s / Investor/s to pay the instalments of the Total Consideration as and when due under the terms of this Agreement as per **Payment Scheduled** mentioned herein above, irrespective of his / her / their / its Bank/s / Financial Institution pays to the Promoter herein or not. The Allottee/s / Purchaser/s / Investor/s shall duly and promptly pay the instalments of the Total Consideration irrespective of the fact that the Purchaser/s has / have applied for the loan to such financial institution, banks, or such other institutions and further irrespective of the fact that the said loans are being under process and/or not been disbursed and/or any stage of payment have not been disbursed on its respective due dates as mentioned in this Agreement and/or sanction awaited and/or is rejected. The Allottee/s / Purchaser/s / Investor/s shall not be permitted to raise any contention in respect of his/her/their/its failure to pay the instalments of the Total Consideration on time and on the due dates on the basis that the Allottee/s / Purchaser/s / Investor/s has / have applied for loans to such financial institution, banks or such other institutions and that the same are under process of disbursement or that the said loan application of the Allottee/s / Purchaser/s / Investor/s is rejected and/or any installment for a particular stage of completion the payment have not been disbursed by the bank any grounds including any dispute regarding stage of construction or valuation of the work done by the Promoter. In the event of the failure of the Allottee/s / Purchaser/s / Investor/s to pay the instalments of the consideration amount that is due and payable under this agreement, the Promoter shall be entitled to enforce its rights as mentioned herein including but not limited to Termination of this agreement.

D. The payment of the Sale Price / Discounted Consideration, Other Charges, taxes, maintenance and outgoings by the Allottee/s / Purchaser/s / Investor/s in accordance with the provisions of this Agreement,

is the basis of the sale and is one of the principal, material and fundamental terms of this Agreement. Time for payment of each installment and other amounts due and payable from time to time, shall be the essence of Contract. The Promoter have agreed to allot and sell the said Premises to the Allottee/s / Purchaser/s / Investor/s at the Sale Price / Total Consideration since the Allottee/s / Purchaser/s / Investor/s has agreed



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Promoter

to pay the Sale Price / Total Consideration, Other Charges, taxes, maintenance and outgoings in accordance with this Agreement to the Promoter.

E. The Sale Price being a Discounted Consideration and Other Charges, maintenance and outgoings as agreed herein are exclusive of all taxes, duties and cess including but not limited to Goods and Service Tax, Property Tax, Swachh Bharat Cess, local body tax and/or any other direct or indirect taxes which may be levied, in connection with the construction of and carrying out of the Real Estate Project and/or with respect to the said Premises and/or this Agreement and amounts payable by the Allottee/s / Purchaser/s / Investor/s in respect of the said Premises towards infrastructure charges, legal charges, maintenance charges of the Real Estate Project and for such facilities/infrastructure forming part of the Real Estate Project commonly shared by the Allottee/s / Purchaser/s / Investor/s in the Real Estate Project, corpus fund, society formation and share application money or any other charges as agreed in this Agreement. It is clarified that all such taxes, levies, duties, cesses (whether applicable / payable now or which may become applicable/payable in future) including Goods and Service Tax and all other applicable indirect and direct taxes, duties and impositions levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises or on this instrument, shall be borne and paid by the Allottee/s / Purchaser/s / Investor/s alone and the Promoter shall not be liable to bear or pay the same or any part thereof. The Allottee/s / Purchaser/s / Investor/s shall also fully reimburse the expenses that may be incurred by Promoter consequential upon any legal proceedings that may be instituted by the concerned authority/ies against Promoter or by Promoter against any authority/ies or third party on account of such liability arising out of non-payment of the aforesaid amounts/ taxes by the Allottee/s / Purchaser/s / Investor/s.



F. The Sale Price being a Discounted Consideration shall also exclude all costs, charges and expenses including but not limited to stamp-duty, registration charges and expenses incidental thereto. The Other Charges are tentative and subject to finalization on or before handing over possession of the said Premises. The changes, if any, in the Other Charges as setout above shall be intimated by the Promoter to the Allottee/s / Purchaser/s / Investor/s on or before handing over possession of the said Premises to the Allottee/s / Purchaser/s / Investor/s. It is further clarified that the heads of Other Charges mentioned hereinabove are only indicative and not exhaustive and the Allottee/s / Purchaser/s / Investor/s agrees to pay to the Promoter, such other charges/amounts or such increase in the above-mentioned other charges/ amounts as the Promoter may indicate without any delay or demur. The Allottee/s / Purchaser/s / Investor/s irrevocably and unconditionally agrees to pay the same and has understood and accepted that the payment of Other Charges shall be a precondition for handing over possession of the said Premises. The Allottee/s / Purchaser/s / Investor/s acknowledges that after utilization of the initial maintenance paid in terms of this Agreement, the Promoter shall have right to revise the Other Charges, maintenance and outgoings and the Allottee/s / Purchaser/s / Investor/s agrees to make the payment of the same.

G. The Sale Price being a Discounted Consideration shall also exclude the Other Charges, costs, fees, expenses, etc., payable in relation to the utilization of the Real Estate Project Amenities.

H. The Sale Price being a Discounted Consideration, Other Charges and taxes payable by the Allottee/s / Purchaser/s / Investor/s under this Agreement shall be paid by the Allottee/s / Investor/s through his /her /their own account and no payments from any third party shall be accepted.



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Promoter shall not be responsible towards any third-party making payment/remittance on behalf of any Allottee/s / Purchaser/s / Investor/s and such third party shall not have any right in the said Premises in any manner whatsoever. The Promoter will issue payment receipts in favour of the Allottee/s / Purchaser/s / Investor/s only. Also, in case of cancellation of said Premises in accordance with provisions of this Agreement, all refunds (subject to deductions in terms of this Agreement) shall be made in the name of Allottee/s / Purchaser/s / Investor/s only.

I. It is further agreed that if by reason of any enactment, amendment, notification, judicial pronouncement or for any other reason, this transaction or this Agreement attracts any other or additional taxes, duties, levies and cess, whether before or after the possession of the said Premises is handed over to the Allottee/s / Purchaser/s / Investor/s, the Allottee/s / Purchaser/s / Investor/s alone shall bear and pay the same to the Promoter or such concerned authority forthwith on demand and the Promoter shall not be liable for payment of any taxes, duties, levies and cess in connection with or arising out of this transaction/ Agreement or any other instrument in connection herewith. The Allottee/s / Purchaser/s / Investor/s shall, at all times hereafter keep the Promoter indemnified, saved and harmless against all losses, damages, penalties, fines, interest, cost of litigation and all consequences arising on account of non-payment of taxes as agreed herein.


J. The Sale Price being a Discounted Consideration is escalation-free, save and except escalations/ increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, Local Bodies / Government from time to time and reversion to Original/ Non-Discounted Price on account of nonpayment of dues in time. The Promoter shall while raising a demand on the Allottee/s / Purchaser/s / Investor/s for increase in development charges, costs, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order / rule / regulation / demand, published/issued in that behalf to that effect along with the Demand and Tax Invoice being issued to the Allottee/s / Purchaser/s / Investor/s.

K. The carpet area is subject to variation of +/- 3% (plus or minus three percent) on account of structural design and construction variances or for planning and other constraints. In case of any dispute on the measurement of carpet area, the same shall be physically measured after removing all finishes that have been applied/ fitted and the cost of removal and refitting of such finishes shall be solely borne and paid by the Allottee/s / Purchaser/s / Investor/s alone. The consideration payable on the basis of the re-measured carpet area of the said Premises shall be recalculated by the Promoter. If there is any reduction in the carpet area more than the tolerance limit of 3% (three percent), then the Promoter shall refund the proportionate excess money paid by Allottee/s / Purchaser/s / Investor/s on the date of handing over possession of the said Premises with interest at the Interest Rate (defined below) from the date of such joint measurement. Provided that, the Promoter shall cease to be liable to make the payment of any interest, if the Allottee/s / Purchaser/s / Investor/s fails to take possession in accordance with the Possession Notice. If there is any increase in the carpet area of the said Premises, the Promoter shall demand an additional amount from the Allottee/s / Purchaser/s / Investor/s towards the Sale Price / Discounted Consideration and Other Charges, taxes, maintenance and outgoings which shall be payable by the Allottee/s / Purchaser/s / Investor/s on or prior to the date of handing over possession of the said Premises. ~~Also~~ ~~to~~ make payments by the Allottee/s / Purchaser/s / Investor/s shall amount to "default" and the Allottee/s / Purchaser/s / Investor/s shall be liable for consequences of default or breach in terms of this Agreement. It is clarified that the payments to be made by the Promoter or the Allottee/s /



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Promoter

Purchaser/s / Investor/s, as the case may be, under this Clause shall be made at the same rate per square meter as agreed under this Agreement. After the possession of the said Premises is handed over to the Allottee/s / Purchaser/s / Investor/s, he/she/they shall have no dispute or claim of whatsoever nature with regard to the said Premises or otherwise.

L. The Promoter has expressly made clear to the Allottee/s / Purchaser/s / Investor/s that the Promoter has obtained necessary approvals however, some of the other approvals including amendments of the current approval shall be proposed from time to time and that the Allottee/s / Purchaser/s / Investor/s has granted an irrevocable consent to the above and entered into this agreement. While carrying out such amendment, the Promoter shall ensure that such amendments shall not affect floor of the said Premises and its area beyond the +/- variance of 3% in the carpet area and exclusive area. In case there is a change of floor and / or change in area beyond the +/- 3% (plus or minus three percent) in the carpet area and exclusive area Only then the Promoter shall require a written consent from the Allottee/s / Purchaser/s / Investor/s for making such amendments in the sanctioned plans from the local authorities. Such consent shall be deemed to have been given by the Allottee/s / Purchaser/s / Investor/s if not refused in writing by him/her within 15 days from intimation from the Promoter.

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

N. The Allottee/s / Purchaser/s / Investor/s shall be liable to pay cheque bouncing charges on account of a cheque bounced for any reason whatsoever including but not limited to 'insufficient funds', 'stop payment' or 'account closed' equivalent to 2 (two) per cent of the value of the concerned cheque (subject to minimum of INR 15,000/- (Rupees Fifteen Thousand Only) plus GST. The Promoter shall be entitled to adjust cheque bouncing charges against any amounts received from the Allottee/s / Purchaser/s / Investor/s as they may deem fit.

O. The Promoter have agreed to sell to the Allottee/s / Investor/s and the Allottee/s / Purchaser/s / Investor/s / Investor/s has agreed to purchase from the Promoter the said Premises on the basis of the carpet area only and the Sale Price / Total Consideration agreed to be paid by the Allottee/s / Purchaser/s / Investor/s to the Promoter is agreed on the basis of the carpet area of the said Premises.

P. Time is of the essence for the Allottee/s / Purchaser/s / Investor/s. The Allottee/s / Purchaser/s / Investor/s shall make timely payments of the entire Sale Price / Total Consideration, Other Charges, Taxes, maintenance and outgoings payable by him/her/ in terms of this Agreement. Subject to Allottee/s / Investor/s / Investor/s meeting, complying with and fulfilling all its obligations under this Agreement, and Force Majeure Events, the Promoter shall abide by the time schedule for completing the said Premises and offering to hand over the said Premises to the Allottee/s / Purchaser/s / Investor/s after receiving the part/ full Occupation Certificate in respect thereof.

Q. The Parties agree that, in addition to the penal interest as recorded herein, in case of every instance of delayed payment, the Promoter shall be entitled to recover from the Allottee/s / Purchaser/s / Investor/s, all costs associated with the administrative actions related to follow-up and recovery of such delayed payments, which shall be 2 (two) per cent of the amount of the delayed payment per instance (subject to minimum of INR 15,000/- (Rupees Fifteen Thousand Only) plus GST, per instance of delayed payment).



Promoter



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R. The Allottee/s / Purchaser/s / Investor/s shall be at liberty to make the payment of Sale Price / Total Consideration or part thereof, in advance before the same is due.

S. All payments shall be made by the Allottee/s / Purchaser/s / Investor/s by way of demand drafts/ pay orders/ account payee cheques/ RTGS/ ECS/ NEFT or any other instrument drawn in favour of / to the account of the Promoter i.e. "AVANT HERITAGE - III REALTY PVT LTD." hereunder written. In case of any financing arrangement entered by the Allottee/s / Purchaser/s / Investor/s with any bank/financial institution with respect to the purchase of the said Premises, the Allottee/s / Purchaser/s / Investor/s undertakes to direct and ensure that such bank/financial institution disburse / pay all such amounts due and payable to the Promoter through RTGS / ECS / NEFT / account payee cheque / demand draft / pay order drawn in favour of /to the account of the Promoter more particularly mentioned hereinabove. Any payments made in favour of / to any other account other than as mentioned hereinabove shall not be treated as payment towards Sale Price / Total Consideration in respect of the said Premises. The Promoter shall be entitled to change the account (as may require from time to time) by giving a written notice to the Allottee/s / Purchaser/s / Investor/s to that effect in which case the payments of the amounts under this Agreement shall be made by the Allottee/s / Purchaser/s / Investor/s and / or the aforesaid bank/financial institution in such new account. In the event, there is any delay in the payment of the said Total Consideration in accordance with the terms of this Agreement (whether the Allottee/s / Purchaser/s / Investor/s is paying himself or by availing any loan facility from any bank/financial institute), the Allottee/s / Investor/s shall solely be liable and responsible for such delay and shall be liable for the consequences for the same in accordance with the terms of this Agreement. In accordance thereto, the Allottee/s / Purchaser/s / Investor/s shall at all times indemnify and keep indemnified the Promoter against such claims or demands from the Bank or any other Financial Institutions.

T. Further, the Allottee/s / Purchaser/s / Investor/s or the financial institution making payment of Sale Price / Total Consideration or part thereof on behalf of the Allottee/s / Purchaser/s / Investor/s is responsible to deduct tax by way of Tax Deducted at Source (TDS) under section 194-IA of the Income Tax Act, 1961 at the rate applicable from time to time and deposit the same to the credit of Central Government and shall issue TDS Certificate(s) in favour of the Promoter in the prescribed Form 16B for the same within the statutory period. In the event of any error committed while deducting TDS or in E-filing, the same shall be verified by the Allottee/s / Purchaser/s / Investor/s / Financial Institution within a period of 30 (thirty) days from the said error being brought to the Allottee/s / Purchaser/s / Investor/s / financial institution's notice. The Credit for the TDS amount deposited by the Allottee/s / Investor/s / financial institution will be given to the Allottee/s / Investor/s only upon receipt of the Original TDS Certificate and only if the amount mentioned therein matches with the amount appearing in the Income Tax Department website. In the event, the Allottee/s / Investor/s / Purchaser/s / Investor/s fails to produce the Original TDS Certificates for all the payments made by the Allottee/s / Purchaser/s / Investor/s at the time of handing over possession of the said Premises or within the time prescribed in the Possession Notice, whichever is earlier, the Allottee/s / Investor/s will be required to deposit with the Promoter such equivalent TDS amount as interest free deposit, which deposit shall be refunded by Promoter to the Allottee/s / Purchaser/s / Investor/s only upon the Allottee/s furnishing the TDS Certificate within one month from the date of handing over possession of the said Premises. In case the Allottee/s / Purchaser/s / Investor/s fails to handover all the original TDS Certificates within the stipulated period of one month from the date of handing over or within the period stipulated in the Possession Notice, whichever is



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earlier, the Promoter shall be entitled to appropriate the said deposit against the amount of TDS Certificate receivable from the Allottee/s / Purchaser/s / Investor/s. The Allottee/s / Purchaser/s / Investor/s shall also be liable for all costs, expenses, penalties and interest as may be suffered by the Promoter on account of delay in furnishing the TDS certificate or otherwise. The Allottee/s / Purchaser/s / Investor/s hereby agrees that it shall be the responsibility and obligation of the Allottee/s / Purchaser/s / Investor/s to ensure that the terms of these Clause are duly complied with by the financial institution. The Allottee/s / Purchaser/s / Investor/s hereby indemnifies the Promoter from all such costs, expenses, penalties, interest, losses and damages as may be suffered by the Promoter.

U. The Allottee/s / Purchaser/s / Investor/s is/ are aware that in addition to aforesaid amounts as per present statute, GST are leviable /applicable on the sale price / total consideration payable hereunder and consequently the amount of each installment payable by the Allottee/s / Purchaser/s / Investor/s to the Promoter in respect of this transaction shall proportionately increase to the extent of the liability of such taxes. The Sale Price / Total Consideration above excludes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. 5% or as amended from time to time or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the said premises. The benefit of input tax credit in respect of GST has already been passed on in the Agreement value mentioned in clause 5 (A) here in above. The Allottee/s / Purchaser/s / Investor/s hereby undertake(s) to pay the amount of the applicable Tax/GST along with each installment from the effective date with retrospective effect on which the relevant enactment/notification shall/has come into effect and further shall not dispute or object to payment of such statutory dues. The Promoter shall not be bound to accept the payment of any installment unless the same is paid along with the amount of Tax/GST applicable thereon and the Allottee/s / Purchaser/s / Investor/s shall be deemed to have committed default in payment of amount due to the Promoter hereunder if such payment is not accompanied with the applicable Tax/GST. Provided further that if on account of change/amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government GST or any other taxes become payable hereafter on the amounts payable by the Allottee/s / Purchaser/s / Investor/s to the Promoter in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by authorities the Purchaser/s shall be solely and exclusively liable to bear and pay the same. If the same are not paid by the aforesaid, the Allottee/s / Purchaser/s / Investor/s shall be liable to pay the same with interest of 9% p.m. before taking possession of the said unit / premises. In case the said taxes are not paid by the Allottee/s / Purchaser/s / Investor/s on or before taking possession of the said Flat/Unit/Premises and of the said parking space, as the case may be, then in that event, the Allottee/s / Purchaser/s / Investor/s shall irrevocably authorize the Promoter, and the Promoter shall be entitled, to adjust the unutilized amount from and out of the amounts mentioned hereinabove towards the said taxes payable by the Purchaser/s. In the event the said unutilized amounts are not sufficient to pay the entire said taxes payable by the Allottee/s / Purchaser/s / Investor/s or the Promoter do not adjust the said unutilized amount for payment of the taxes payable by the Allottee/s / Purchaser/s / Investor/s or the Promoter do not adjust the said unutilized amount for payment of the said taxes payable by the Allottee/s / Purchaser/s / Investor/s, then in that event, the Allottee/s / Purchaser/s / Investor/s shall forthwith on demand pay to the Promoter the amount payable by the Allottee/s / Purchaser/s / Investor/s in order to enable the Promoter to pay the same to the concerned authorities. The Allottee/s / Purchaser/s / Investor/s confirms that adjustment by the Promoter of the said unutilized amounts for payment of the said taxes as stated hereinabove will not absolve the Allottee/s / Purchaser/s / Investor/s from making payments to the Promoter to meet the short



	
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fall in or the further amounts payable by the Allottee/s / Purchaser/s / Investor/s and the Allottee/s / Purchaser/s / Investor/s shall pay the same without any protest and there shall be a charge on the said premises for such unpaid amounts (without prejudice to any other rights that may be available to the Promoter). The Allottee/s / Purchaser/s / Investor/s hereby indemnifies and agrees to keep the Promoter indemnified for all times against any loss or damage or penalty or prosecution that may be occasioned to the Promoter on account of the Allottee/s / Purchaser/s / Investor/s failing to pay to the Promoter on demand the amount payable by the Allottee/s / Purchaser/s / Investor/s towards the said taxes as provided hereinabove.

V. Notwithstanding anything contained herein, each payment made by the Allottee/s / Purchaser/s / Investor/s shall be appropriated at the discretion of the Promoter, first to the discharge of any damages, interest and then to the payment of any other amount due in terms hereof. It will be the sole discretion of the Promoter to appropriate any amounts received from the Allottee/s / Purchaser/s / Investor/s towards the Sale Price / Total Consideration or any part thereof or any other amount that may be owed by the Allottee/s / Purchaser/s / Investor/s to the Promoter.

6. CAR PARKING SLOTS:

A. The Promoter have agreed to provide for the use of the Allottee/s / Purchaser/s / Investor/s shall with the said Premises, car parking slot in the Mechanical/ Robotic Parking System (which may be in the form of a tandem parking, tower parking, puzzle parking or stack parking or any other form of automated or mechanical or robotic parking) (hereinafter referred to as "said Car Parking Slot"). The said car parking space shall be allotted by the Promoter to the Allottee/s at any place in the said Larger Layout, at the sole discretion of the Promoter. It is further agreed and clarified that the allocation of the said car parking space may be undertaken even post handing over the possession of the said premises depending upon the completion of the amenity/building/ layout where the said car parking space is allocated. Promoters has prior to the execution of this agreement informed and explained the Allottee/s / Purchaser/s / Investor/s about the same and the Allottee/s / Purchaser/s / Investor/s and the Allottee/s / Purchaser/s / Investor/s hereby unconditionally and irrevocably agree and consent for the same, and further agree and undertake not to raise any grievance, demand or dispute or objection regarding the same in any/all respects whatsoever. The Allottee/s agrees and acknowledges that:


The said Car Parking Slot shall be provided for use by the Allottee/s / Purchaser/s / Investor/s shall. The Allottee/s / Purchaser/s / Investor/s shall be bound to abide by the rules and regulations as may be framed in regard to the said Car Parking Slot by the Promoter and shall pay such outgoings in respect of the said Car Parking Slot as may be levied by the Promoter. Further, the Allottee/s / Purchaser/s / Investor/s shall agree not to dispute the said Car Parking Slot and/or the suitability thereof at any time in future.

The Allottee/s / Purchaser/s / Investor/s shall undertake not to sell/transfer/lease or give on license or in any other manner part with the Car Parking Slot allotted to him/her. The rights of the Allottee/s / Purchaser/s / Investor/s shall in respect of the said Car Parking Slot shall be co-extensive and co-terminus along with this Agreement. The Allottee/s / Purchaser/s / Investor/s shall agree that unauthorized use of

the Car Parking Slot will tantamount material breach of the terms of this Agreement. For such breach, the Promoter shall have right *inter-alia* to levy such penalty or take such action as they may deem fit. The Allottee/s / Purchaser/s / Investor/s shall undertake to pay such maintenance charges in respect of the Car Parking Slot as may be decided by the Promoter or the said Society from time to time.



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(iii) The Robotic/Automated Car Parking System is purchased by the Promoter from third party Vendor/s and the same is subject to normal wear and tear and is also susceptible to malfunctioning. It may require shut down for repairs and maintenance. The Allottee/s / Purchaser/s / Investor/s shall waive any and all claims, liabilities against the Promoter and / or its affiliates or its successors, MCGM, SRA and its officers in case he/she/it/they experience any malfunctioning or shut down for any period or for want of electricity etc. Further, the obligation of the Promoter to maintain such Car Parking Slot shall be limited to the extent of the warranty period or until offering in writing to hand over the management of the New Building to the said Society, whichever is earlier. The Allottee/s / Purchaser/s / Investor/s shall agree not to withhold the maintenance to be paid towards the said Premises and/or the Car Parking Slot for any reason whatsoever.

(iv) The said Car Parking Slot shall be allotted by the Promoter to the Allottee/s / Purchaser/s / Investor/s shall, in the manner and at the sole discretion of the Promoter upon handing over possession of the said Premises and the Promoter's decision in this regard shall be final and binding on the Allottee/s / Purchaser/s / Investor/s shall.

(v) The Allottee/s / Purchaser/s / Investor/s herein hereby unconditionally accepts and confirms the same and agrees not to oppose the grant of such exclusive rights to park at any time hereafter and specifically agrees to vote in favour of creation of such exclusive rights if at any stage any voting takes place on a resolution passed in this regard at any meeting of the Society, whether General Body Meeting or of any Managing Committee in respect thereof or otherwise in any manner whatsoever including by circular resolution.



(vi) The Allottee/s / Purchaser/s / Investor/s agrees and undertakes to support any further exclusive rights to park that may be created by the Promoter herein in favour of the other Allottee/s / Purchaser/s / Investor/s which may be hereinafter made without any objection whatsoever and also agrees and undertakes not to object to and to specifically vote in favour of such exclusive rights in any resolutions that may be put up for passing in the General Body Meetings or Managing Committee Meeting of the Society or otherwise in any other meeting. The Allottee/s / Purchaser/s / Investor/s is aware that specifically relying on the aforesaid assurances and undertakings; the Allottee/s / Purchaser/s / Investor/s is specifically granted exclusive rights to park as stated herein. Such car parking space shall be allotted anywhere in the said layout / project, as the Promoter may deem fit and proper and to be provided post completion of the said Larger Property.

(vii) Agreed further that the irrevocable consent given herein shall be treated as an affirmative vote of the Allottee/s / Purchaser/s / Investor/s and the Allottee/s / Purchaser/s / Investor/s would be deemed to have assented to any resolution put up by the Society or Managing Committee referred to hereinabove.

7. For the common areas, facilities and amenities the maintenance and outgoings / Other Charges as decided by the Promoter shall be mandatorily paid by the Allottee/s / Purchaser/s / Investor/s and other allottee/s of the Real Estate Project whether they use the same or not.

8. **FSI (OF ANY NATURE WHATSOEVER), TDR AND DEVELOPMENT POTENTIALITY WITH RESPECT TO THE REAL ESTATE PROJECT/LARGER PROPERTY:**

A. The Allottee/s / Purchaser/s / Investor/s hereby agrees, accepts and confirms that the Promoter propose to develop the Real Estate Project (by utilization of the full development potential available) in the manner

	
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more particularly detailed in the Recitals hereinabove and Allottee/s / Purchaser/s / Investor/s has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter in this regard.

B. The Promoter shall be entitled to the entire unconsumed and residual FSI in respect of the Larger Property and/or the said Scheme 2 Land whether purchased from any authority by payment of premium or price or arising out of the change of law and policy, the purchase of TDR, availability and increase of FSI/TDR, floating FSI, clubbing FSI, Incentive FSI, additional FSI, fungible FSI, FSI arising due to changes in layout and the development thereof and FSI/TDR that may accrue due to handing over of the municipal reservation to the concerned authorities and/or FSI which is not computed towards FSI by any concerned authority or due to proposed changes in layout by implementing various scheme as mentioned in DCR 1991/DCPR 2034 or based on expectation of increased FSI which may be available in future on modification of DCR 1991 or DCPR 2034 which are applicable to the development of said Scheme/the Clubbed Scheme on the Larger Property or otherwise by any other means whatsoever, which shall absolutely and exclusively belong to and be available to the Promoter for utilization and consumption on the said Scheme 2 Land and which shall be developed as a proposed /separate phase and neither the Allottee/s / Purchaser/s / Investor/s nor the said Society shall have any claims, rights, benefits or interests whatsoever including for use and consumption in respect thereof and/or object to, obstruct or hinder on grounds of any inconvenience.

C. The Promoter shall have an irrevocable right and the Allottee/s / Purchaser/s / Investor/s hereby expressly consents and confirms that the Promoter will always be entitled to utilize any Floor Space Index ("F.S.I.") and/or Transferable Development Rights ("TDR") and/or any other benefits by whatever name called which may be available on the said Property or any other adjoining property or properties, as the case may be, and until the entire F.S.I. and/or TDR available on the property and any other adjoining or other properties is duly utilized or consumed or loaded by the Promoter and until the construction of all the buildings on the said Larger Property and/or Scheme 3 Lands and/or any other neighbouring / adjoining properties is completed and until all the flats / units / premises and other premises including basement, stilt, podium, parking, open spaces and other tenements in the buildings are sold and until all the amounts are received by the Promoter from the Allottee/s / Purchaser/s / Investor/s in respect of the premises and other premises including basement, stilt, parking, open spaces and other tenements in the buildings sold

Notwithstanding anything contrary to contained herein, the Promoter shall be entitled at any time to amend the existing layout to construct additional building/ structures on the said Larger Property and/or additional floors on said buildings being constructed on the said Larger Property, even after completion of said building. All such additions, alterations, additional floors or additional wings or structures shall be the sole property of the Promoter who shall be entitled to sell and/or otherwise deal with the same in the manner the Promoter deems fit. Such additional construction may either be on account of additional F.S.I. that may be available from the said Property or elsewhere and/or on account of TDR and/or any balance potential or other benefit that may be available on account of the amendment in the Development Control Rules or F.S.I or otherwise or on account of floating rights and all other benefits and rights. The Developer shall be entitled to utilize and consume such TDR, F.S.I or other benefit or any balance potential, to the extent possible in law. In case of any changes in the development potential and/or rules and regulations hereinafter, the same shall belong solely and exclusively belong to the Promoter and accordingly, the Promoter shall be permitted to enter upon the said property for such further and other construction and to construct such additional premises and Building/s and to sell the same along with the



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Promoter

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Purchaser 1

benefits thereto, without any recourse to or objection thereto by the Purchaser either on account of the individual Flat / premises hereby purchased or in his capacity as the member of the Society / Condominium to be formed and registered, hereinafter. The amendments to the said plans shall be done by the Promoter either presently and/or due to change in Laws, without affecting the area and layout of the Premises hereby committed to the Allottee/s / Purchaser/s / Investor/s and the Allottee/s / Purchaser/s / Investor/s hereby consents to the same and undertakes not to object or hinder the same, in any manner whatsoever. Before entering into this Agreement, the Promoter have put the Allottee/s / Purchaser/s / Investor/s to the Notice of the aforesaid facts and the Allottee/s / Purchaser/s / Investor/s hereby accord his / her / their informed consent for the same.

E. The Promoter shall be, if the Promoter so decides, entitled to construct in, over or around or above the terrace of the building any additional area or facility permitted within the rules of the SRA.



F. If any portion of the said property is acquired or notified to be acquired by the Government, or by any other public body or authority the Promoter shall be entitled to receive all the benefits in respect thereof and/or the compensatory F.S.I. or all other benefits which may be permitted in lieu thereof up to handing over the said Larger Property and building to the Society.

G. Till the time, the said property is handed over to the Society, the Promoter will be permitted to have the entire available F.S.I. including T.D.R. or any other benefit by whatever name called which could be used on the said property whether sanctioned or not including any benefit that may arise by virtue of change of law or Government policy and shall be entitled to utilise the same by making additions, alterations or putting up any additional structures as per the plan that may be approved by the local authority or the Government of Maharashtra or any other competent authority so as to consume the entire available F.S.I. in respect of the said Larger Property that may be available but not sanctioned. Such addition, structures or floors, shall be the property of the Promoter and the Promoter will be entitled to dispose of the same in any manner as Promoter may deem fit without adversely affecting the premises of the Allottee/s / Purchaser/s / Investor/s after transfer of the said property.

H. The Allottee/s / Purchaser/s / Investor/s agree/s and undertake/s to permit and give the Promoter all facilities for making any additions, alterations or to put up any additional structures or floors on the said Scheme 2 Land and the proposed new building/s to be constructed on the said Scheme 2 Land to be handed over to the respective society and the work mentioned hereunder is completed in full and possession of such flats / units/ premises / etc., are handed over to the respective Allottee/s / Purchaser/s / Investor/s of such premises, etc. as long as such additions, alterations do not adversely affect the Allottee/s / Purchaser/s / Investor/s rights and peaceful occupation of the said premises. The Allottee/s / Purchaser/s / Investor/s agree/s and undertake/s not to object to such construction on the ground of nuisance, annoyance and/or otherwise for any other reasons as long as such additions, alterations do not adversely affect the Allottee/s / Purchaser/s / Investor/s rights and occupation of the said premises. Before entering into this Agreement, the Promoter have put the Allottee/s / Purchaser/s / Investor/s to the Notice of the aforesaid facts and the Allottee/s / Purchaser/s / Investor/s hereby accord his/her their informed consent for the same.

I. The Allottee/s / Purchaser/s / Investor/s shall not be entitled to any rebate and/or concession and/ or any other advantage from Promoter on the ground of the Promoter or any other ground whatsoever for making additional construction or in the price at his / her / their flat / premises on account of the construction of additional floor/s and/or any other building and/or structure and/or the changes,



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alterations and additions made in the building or buildings or structures or on account of any advertisement hoarding and/or facilities for disk Antenna / Satellite transmission / distribution / facilities put up on any portion of the said Larger Property and/or the said building as long as such additions, alterations do not adversely affect the Allottee/s / Purchaser/s / Investor/s rights and occupation of the said premises. The Allottee/s / Purchaser/s / Investor/s hereby confirms and consents to the irrevocable right of the Promoter to construct and sell the said building / structures on the said Larger Property and/or additional floors on the said building/s proposed to be constructed on the said Larger Property in the manner deemed fit by the Promoter without any further or other consent or concurrence in future and these consents and confirmation shall be treated as irrevocable No Objection (“**NOC**”) irrevocable consent and permission given by the Allottee/s / Purchaser/s / Investor/s as long as it does not adversely affect the Allottee/s / Purchaser/s / Investor/s rights and occupation of the said premises.

J. The Promoter hereby agrees to observe perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the premises to the Allottee/s / Purchaser/s / Investor/s, obtain from the concerned local authority, occupation and/or completion certificate in respect of the said building.



9. POSSESSION DATE, DELAYS AND TERMINATION:

A. The Purchaser/s / Allottee/s / Investor/s has specifically requested the Promoters that they would be carrying out interior works as per their requirements by engaging their private interior designers/contractors and for the said purpose has requested the promoters to hand over two sets of keys to the Purchaser/s / Allottee/s / Investor/s for the limited purpose of fitting furniture, fixtures, etc. by end of **November, 2025**. The promoter has agreed to the said request of the Purchaser/s / Allottee/s / Investor/s, provided however that the Purchaser/s has paid to the Promoters the entire consideration payable hereunder and all the deposits to be made and the moneys to be deposited by the Purchaser/s with the Promoters under this agreement. Handing over of the keys the Purchaser/s / Allottee/s / Investor/s for the limited purpose of fitting furniture, fixtures, etc. shall not be construed as Possession under RER Act 2016 and The Promoters shall endeavor to procure the Part/Full Occupation Certificate within a period of **1 months** therefrom (i.e. by **31st December, 2025**). If the Developer fails to procure the Part/Full Occupation Certificate by 31st December, 2025, the last and final extension of **12 months**

shall be granted therefrom for obtaining Occupation Certificate. The Purchaser/s shall take the keys of the Premises within 7 days of the Promoters giving written notice to the Purchaser/s intimating that the said Premises is ready for fit outs. At the time of taking 2 set of keys for limited purpose of fittings, furniture, fixtures as mentioned above in respect of the said Premises, the Purchaser shall fully satisfy himself with regard to the completion of the Premises in all respects as being in accordance with the terms and conditions of this Agreement and pass a writing to that effect to the Promoters, where after the Promoters shall not be bound to meet any claim of the Purchaser on the ground that the Premises has not been completed in accordance with the agreed specification or that any unauthorized changes have been made therein or that the agreed amenities have not been adequately provided by the Promoters. The Purchaser/s shall also execute the declaration confirming the general and other terms and conditions stipulated by the Promoters. The purchaser shall be liable to pay all maintenance and other charges towards the new premises after the expiry of said notice period and / or acceptance of key for limited purpose of fittings, furniture, fixtures as mentioned above said in respect of the said new premises and the Promoters shall be absolved from the liability of payment of any taxes, charges, maintenance, etc.



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B. The Promoter herein, at its sole discretion has offered the Allottee/s / Purchaser/s / Investor/s a discount of **Rs. 11,00,000/- (Rupees Eleven Lakhs Only)** and the discounted rate of the said premise after the above said discounts is **Rs. 1,04,17,000/- (Rupees One Crore Four Lakhs Seventeen Thousand Only)** ("Discounted Sale Price / Discount of **Rs. 11,00,000/- (Rupees Eleven Lakhs Only)** discounted Consideration") to the Allottee/s / Purchaser/s / Investor/s herein being the proportionate price of the common areas and facilities appurtenant / available to the said premises, the nature, extent and description of the common areas and facilities; If the balance payment of sale consideration is not paid in terms of the said, "Payment's schedule" mentioned herein then the total sale consideration shall stand upgraded by **Rs. 11,00,000/- (Rupees Eleven Lakhs Only)** in addition to the other discretionary discounts offered in clauses mentioned herein or below. It is further clarified, that this clause 9 is specifically incorporated hereto based on the commitment, declaration, assurance and undertaking by the Purchaser/s / Allottee/s / Investor/s herein that the he/she/They shall not approach any other authority or forum including but not limited to RERA Tribunal, MAHARERA Appellate, Consumer Forum or any other governing or non-governing body, lobby for seeking any compensation for delay charges against the Developer provided the Developer pays the compensation as agreed in this clause 9.

C. The Purchaser/s / Investor/s / Allottee/s shall check up all the fixtures and fittings, etc. in the said new flat before taking the said one set of keys to the said new Flat. Thereafter, the Purchaser/s / Investor/s shall have no claim against the Promoters in respect of any item, or work in the said flat/premises or in the said building or buildings, which may be alleged not to have been carried out and/or completed including workmanship or quality of material used and/or being not in accordance with the plans, specifications, and/or this agreement and/or otherwise in relation thereto.

D. The Promoter shall endeavour to complete the construction of the said Premises and obtain the part / full Occupation Certificate from the SRA or the concerned authority, in respect of the said Premises on or about the 31st December, 2025 provided however that the Allottee/s / Purchaser/s / Investor/s has paid to the Promoter the Sale Price / Total Consideration payable hereunder and all the deposits to be made and the moneys to be deposited by the Allottee/s / Purchaser/s / Investor/s with the Promoter under this agreement. If the Developer fails to procure the part / full Occupation Certificate by 31st December 2025 then Promoter shall be entitled for an extension of period of 12 months thereafter from the date of obtaining part / full Occupation Certificate i.e. till 31st December 2026 "Possession Date" provided however, that the Promoter shall be entitled to further reasonable extension of time for giving delivery of the said Premises, if the completion of the Real Estate Project is delayed on account of any or all of the following factors ("Force Majeure Events"):

- (i) Non-availability of cement, labour, steel, sand or other construction materials, manufacturers, suppliers, transporters, or other intermediaries or due to any reason whatsoever;
- (ii) Any notice, order, rule, notification of the Government and/or other Public or Competent Authority / Court, which adversely affects the development work;
- (iii) Any stay order /injunction order issued by any Court of Law, Tribunal, Competent Authority, SRA, MCGM, Statutory Authority, High Power Committee etc.;
- (iv) War, Civil Commotion, Flood, Drought, Fire, Cyclone, Earthquake, Act of God, epidemic, pandemic, lockdown or any other natural calamity affecting the development of the Real Estate Project;
- (v) Any suit, application, writ or complaint, filed by any third party against the Promoter;



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- (vi) The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Government Authority that prevents or restricts Promoter from complying with any or all the terms and conditions as agreed under this Agreement; or any legislation, order or rule or regulation made or issued by the Government or any other authority which would affect the development; or
- (vii) If any matter or issue relating to such approvals, permissions, notices, notifications by the Competent Authority become subject matter of any suit/ writ before a competent court; or
- (viii) If any Competent Authority refuses, delays (including administrative delays), withholds OC /CC or denies the grant of necessary approvals for the said Premises/Real Estate Project; or
- (ix) Any other circumstances that may be deemed reasonable by the Authority; or
- (x) Any delay in granting approvals from the Ministry of Environment and Forest and Maharashtra Pollution Control Board (MPCB); or
- (xi) Any event or circumstances analogous to the foregoing or beyond the reasonable control of the Promoter.

E. If the Promoter fails to offer Possession of the said Premises to the Allottee/s / Purchaser/s / Investor/s on the Possession Date (subject to Force Majeure Events as stated herein), only in that event, the Allottee/s / Purchaser/s / Investor/s shall be entitled to either:

- (i) If the Allottee/s / Purchaser/s / Investor/s wishes to withdraw from the project, terminate this Agreement by giving written notice to the Promoter by registered post A.D. at the address provided by the Promoter (“**Allottee Termination Notice**”). It is agreed and declared by the purchaser that except for the failure of the Promoter to offer Possession of the said Premises to the Allottee/s / Purchaser/s / Investor/s on the Possession Date (subject to Force Majeure Events), the Allottee/s / Purchaser/s / Investor/s shall have no right to terminate this Agreement. On the receipt of the Allottee/s / Purchaser/s / Investor/s Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled forthwith. Within a period of 30 (thirty) days from the date of execution and registration of the Cancellation Deed of the present Agreement for the said Premises and providing to the Promoter No Objection certificate from the Bank/ Financial Institution (if applicable) and returning all Original documents including Original allotment Letter, Original Agreement for Sale, Payment Receipts etc. in respect of the said Premises to the Promoters by the Allottee/s / Purchaser/s / Investor/s, the Promoter shall refund to the Allottee/s / Purchaser/s / Investor/s, subject to applicable taxes and outgoing, the balance amounts of the Sale Price / Total Consideration, if any, with interest applicable in accordance with the RERA rules prevailing at the relevant time (“**Interest Rate**”) to be computed from the date the Promoter received Allottee/s / Purchaser/s / Investor/s Termination Notice. Provided, that it shall be the obligation of the Allottee/s / Purchaser/s / Investor/s to obtain and provide to the Promoter No Objection Certificate from the Bank/ Financial Institution (*if applicable*), and shall return all Original documents including Original allotment Letter, Original Agreement for Sale, Payment Receipts etc. in respect of the said Premises to the Promoters. within 30 (fifteen) days from the date of receipt of Allottee/s / Purchaser/s / Investor/s Termination Notice by the Promoter. It is agreed that if the Allottee/s / Purchaser/s / Investor/s does not :- (i) provide to the Promoter No



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Promoter

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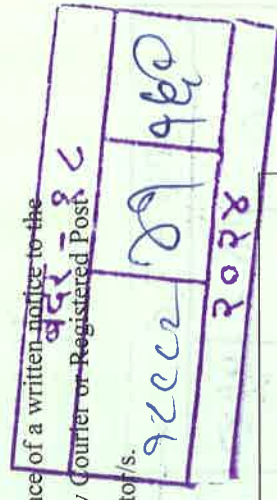
Objection Certificate from the Bank/ Financial Institution (if applicable); and (ii) return all Original documents including Original allotment Letter, Original Agreement for Sale, Payment Receipts etc. in respect of the said Premises to the Promoters; and (iii) register the deed of cancellation within 30 (Thirty) days from the date of the Promoter receiving the Allottee/s / Purchaser/s / Investor/s Termination Notice, the Promoter shall cease to be liable to pay any interest thereafter to the Allottee/s / Purchaser/s / Investor/s and the Promoter shall be at liberty to sell and transfer the said Premises and assign the Car Parking Space, if any, to any third party of its choice on such terms and conditions as the Promoter may deem fit in its sole discretion.



OR

(ii) Call upon the Promoter by giving a written notice by Courier or E-mail or Registered Post A.D. at the address provided by the Promoter (“Interest Notice”), to pay interest at the Interest Rate for every month of delay from the Possession Date, on the Sale Consideration being Discounted Consideration or part thereof paid by the Allottee/s / Purchaser/s / Investor/s till the date of Interest Notice. The interest shall be paid by the Promoter to the Allottee/s / Purchaser/s / Investor/s till the date of offering to hand over the possession of the said Premises by the Promoter to the Allottee/s / Purchaser/s / Investor/s; In case the Allottee/s / Purchaser/s / Investor/s elects his remedy under Clause E above then in such a case the Allottee/s shall not be entitled to the remedy under Clause (ii) above and vice-versa, save and except as deemed fit by the Promoter.

F. If the Allottee/s / Purchaser/s / Investor/s fails to make any payments on the due date as required under this Agreement, then, the Allottee/s / Purchaser/s / Investor/s shall pay to the Promoter interest at the Interest Rate, on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate. Without Prejudice to the right of the Promoter to charge interest at the Interest Rate and any other rights and remedies available to the Promoter, in the event of the Allottee/s / Purchaser/s / Investor/s committing default in payment on due date of any amount due and payable by the Allottee/s / Purchaser/s / Investor/s to the Promoter under this Agreement (including but not limited to his/her/their proportionate share of property taxes levied by concerned local authority, Other Charges, direct or indirect taxes, maintenance and outgoings etc.,) or breach of any of the provisions of this Agreement, the same shall constitute an event of default on the part of the Allottee/s / Purchaser/s / Investor/s. Provided (“Event of Default”).

G. Upon occurrence of an Event of Default, the Promoter shall be entitled at its own option and discretion to terminate this Agreement, without any reference to the Allottee/s / Purchaser/s / Investor/s. Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/s / Purchaser/s / Investor/s (“Default Notice”), by Courier or Registered Post A.D. or Email at the address provided by the Allottee/s / Purchaser/s / Investor/s, of its intention to terminate this Agreement with details of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s / Purchaser/s / Investor/s fails to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with the interest at the Interest Rate thereon, then at the end of the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee/s / Purchaser/s / Investor/s (“Promoter’s Termination Notice”), by Courier or Registered Post A.D. or Email at the address provided by the Allottee/s / Purchaser/s / Investor/s.



	
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H. On the issuance of the Promoter' Termination Notice, this Agreement shall stand terminated and cancelled and the Allottee/s / Purchaser/s / Investor/s shall cease to have any right, title and / or interest in the said Premises and / or the Car Parking Space, with effect from the date of expiry of the Promoter Termination Notice. Thereupon, the Promoter shall be entitled to (i) deal with and/or dispose of or alienate the said Premises and the Car Parking Space, if any, in the manner as the Promoter may deem fit without any reference and/or recourse to the Allottee/s / Purchaser/s / Investor/s; and (ii) the Promoter shall be entitled to deduct from the Sale Price / Total Consideration paid by the Allottee/s / Purchaser/s / Investor/s the following ("the said Deductions").

- (a) Pre-quantified and agreed liquidated damages equivalent to 20% (Twenty percent) of the Sale Consideration ("Pre-Quantified and agreed Liquidated Damages") and any losses that may be caused to or suffered by the Promoter;
- (b) Brokerage, if any, paid to channel partner/agent;
- (c) All other unpaid taxes and outgoing in respect of the said Premises up to the date of the Promoter Termination Notice;
- (d) Amount of stamp duty (if paid by the Promoter) on this Agreement, as per Clause 12 (l) herein below;
- (e) Amount of stamp duty and registration charges and expenses incidental thereto on the deed of cancellation
- (f) In case the Allottee/s / Purchaser/s / Investor/s has opted for subvention scheme, the total amount of Pre-EMI interest paid and /or payable by the Promoter (in their discretion), if any, to the lending Bank/Financial Institution
- (g) Any amount/ interest reimbursed by Promoter to the Allottee/s / Purchaser/s / Investor/s;
- (h) In case the Allottee/s / Purchaser/s / Investor/s has availed any loan then all amounts disbursed by the lending Bank/Financial Institution to the Promoter, which amounts may be refunded by the Promoter (in their discretion), if any, to such lending Bank/Financial Institution directly and the Allottee/s / Purchaser/s / Investor/s authorizes the Promoter to collect the original Agreement for Sale from such Bank/Financial Institution and shall not be required to take any consent/ confirmation from the Allottee/s / Purchaser/s / Investor/s at any time and refund the balance, if any, to the Allottee/s / Purchaser/s / Investor/s. At the option of the Promoter, the Allottee/s agrees to execute a deed of cancellation, for recording the termination of this Agreement in the form and manner as may be required by the Promoter[.



Upon receiving the Promoter' Termination Notice, the Allottee/s / Purchaser/s / Investor/s shall have no claim of any nature whatsoever against the Promoter and/or the said Premises and the Promoter shall be entitled to deal with and/or dispose off the said Premises and the said Car Parking Spaces, in the manner they deem fit and proper, without any recourse to the Allottee/s / Purchaser/s / Investor/s.

The Promoter shall upon resale of the said Premises i.e. upon the Promoter subsequently selling and transferring the said Premises to another purchaser and receipt of the sale proceeds thereof, and after deducting the aforesaid dues and adjusting the Pre-Quantified Liquidated Damages, and also after deducting all the amounts as interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Promoter and exclusive of any indirect taxes, stamp duty and registration charges as set out herein, refund to the Allottee/s / Purchaser/s / Investor/s, the balance

अंतर - १	deducting the aforesaid dues and adjusting the Pre-Quantified Liquidated Damages, and also after deducting all the amounts as interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Promoter and exclusive of any indirect taxes, stamp duty and registration charges as set out herein, refund to the Allottee/s / Purchaser/s / Investor/s, the balance
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amount, if any.



I. The Promoter shall within a period of 30 (thirty) days from the date of resale of the said Premises, refund the paid-up Sale Price / Total Consideration, if any, after deducting the said Deductions including the Pre-Quantified Liquidated Damages and after also deducting interest on any overdue payments, brokerage/referral fees, and other administrative charges as determined by the Promoter in terms of this Agreement, vide a cheque ("said Cheque") sent by registered post or such other mode as may be decided by the Promoter, at the last known address of the Allottee/s / Purchaser/s / Investor/s as and by way of full and final settlement. Further, after issuance of the Promoter' Termination Notice, the Promoter shall not be liable to pay to the Allottee/s / Purchaser/s / Investor/s any interest, compensation, damages, costs or expenses or any other amount and shall also not be liable to reimburse to the Allottee/s any incidental costs including but not limited to GST, stamp duty, registration fees etc.

J. The Promoter and the Allottee/s / Purchaser/s / Investor/s have agreed on the said Pre-Quantified Liquidated Damages taking into account all the relevant factors including but not limited to the timelines given to the Allottee/s / Purchaser/s / Investor/s to pay the Sale Price / Total Consideration. The Allottee/s / Purchaser/s / Investor/s waives his/her/their right to raise any objection to the said Deduction or adjustment or appropriation of the said Deductions including Pre-Quantified Liquidated Damages as agreed herein and acknowledges that the amount of Pre-Quantified Liquidated Damages is reasonable considering the consequent hardship and inconvenience that would be caused to the Promoter. The understanding arrived at in this Clause forms the material and fundamental basis on which the Promoter have agreed to sell the said Premises to the Allottee/s / Purchaser/s / Investor/s.

K. Without Prejudice to rights and remedies available to the Promoter under this Agreement or under the law, the Allottee/s / Purchaser/s / Investor/s agrees that if the Allottee/s / Purchaser/s / Investor/s has taken a loan from any bank/financial institution against the security of the said Premises with NOC of the Promoter and this Agreement is terminated by either party then in that case Allottee/s / Purchaser/s / Investor/s hereby undertakes to clear the entire mortgage, debt, or any other outstanding amount and to obtain necessary letter/ confirmation from such bank/financial institution stating clearance of mortgage etc., and that the bank/financial institution shall have no recourse against the Promoter or the said Premises.

L. It is further agreed and understood that irrespective of the fact whether the Allottee/s / Purchaser/s / Investor/s has obtained sanction of housing loan/finance from a bank or financial institution in respect of the said Premises, in the event of any delay or failure in payment of the balance Sale Price / Total Consideration/ Instalment and/or interest payable by the Allottee/s / Purchaser/s / Investor/s to the Promoter under these presents for any reason or cause whatsoever, the Allottee/s / Purchaser/s / Investor/s alone shall personally be liable or responsible to pay the amount of Instalments with interest (if so delayed in payment of the Instalments amount) so due and payable under these presents and shall not claim any equity or extension or otherwise on the ground of having not obtained sanction of such finance and/or disbursement or delay in disbursement of such amounts by bank/financial institution. The Allottee/s / Purchaser/s / Investor/s shall pay such amounts so due and payable to the Promoter from his/her/their/its own source of income. In the event of delay or default in payment of any one or more Instalments or the entire Sale Price / Total Consideration being

payable under these presents, by the Allottee/s / Purchaser/s / Investor/s and/or his/her/their/its Banker/ Financial Institution the Allottee/s / Purchaser/s / Investor/s personally shall be liable to pay

	
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Total Consideration being	₹ 2.00	₹ 920
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such amount of interest as the Promoter are entitled to as contemplated under these presents. The Bank/Financial Institution shall not claim any equity or otherwise against the Promoter or the said Premises. It is however clarified that on the either party cancelling the allotment of the said Premises and termination of this Agreement, the Promoter after deducting Pre-Quantified Liquidated Damages and the said Deductions and all the amounts agreed above together with litigation costs, if any, shall first offer the balance, if any, to the bankers/financial institutions who had disbursed the amount from the sanctioned limit against return of the Original of this Agreement and only thereafter the balance, if any, shall be refunded to the Allottee/s / Purchaser/s / Investor/s in terms of this Agreement.

M. The Promoter herein have specifically informed the Allottee/s / Purchaser/s / Investor/s that if in case, any inquiry is raised by any statutory or Government or Semi-Government Authority or any agency or Revenue Authorities or any other statutory authority pertaining to the amount paid by the Allottee/s / Purchaser/s / Investor/s to the Promoter, the Allottee/s / Purchaser/s / Investor/s alone shall be liable to provide the source of the amount paid by the Allottee/s / Purchaser/s / Investor/s to the satisfaction of such authorities or agency as the case may be. In case, the Allottee/s / Purchaser/s / Investor/s fails to provide information to the satisfaction of the concerned authorities and consequently any action is initiated by them, the Allottee/s / Purchaser/s / Investor/s alone shall be liable for all costs and consequences thereof. The Allottee/s / Purchaser/s / Investor/s hereby indemnifies the Promoter, its partners, directors, employees and officers and undertakes to continue to keep them indemnified against all the losses, damages, expenses, charges and payments (including the litigation costs, advocates and counsel fees).

N. The Allottee/s / Purchaser/s / Investor/s agrees that in the event of termination and/or determination of this Agreement, it will be obligation of the Allottee/s / Purchaser/s / Investor/s to claim the refund of TDS amount, if any, from the Income Tax Department and the Promoter shall not be responsible for the same.

10. PROCEDURE FOR TAKING POSSESSION:

Upon obtainment of the part / full Occupation Certificate from the SRA or any other competent authority with respect to the said Premises and upon payment by the Allottee/s / Purchaser/s / Investor/s of the entire Sale Price / Total Consideration, interest, if any, taxes, due and payable in terms of this Agreement, the Promoter shall offer possession of the said Premises to the Allottee/s / Purchaser/s / Investor/s in writing ("Possession Notice"). The Allottee/s / Purchaser/s / Investor/s shall be liable to pay the Other Charges, taxes, maintenance and outgoings as determined by the Promoter from the date of Possession Notice.


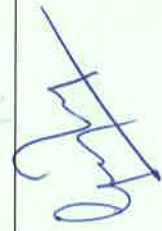
The Allottee/s / Purchaser/s / Investor/s shall take possession of the said Premises within 15 (fifteen) days from the date of the Possession Notice.

a. Upon receiving the Possession Notice from the Promoter as agreed above, the Allottee/s / Purchaser/s / Investor/s shall take possession of the said Premises from the Promoter by executing the necessary indemnities, undertakings and such other documentation as may be prescribed by the

Promoter, and the Promoter shall give possession of the said Premises to the Allottee/s / Purchaser/s / Investor/s, irrespective of whether the Allottee/s / Purchaser/s / Investor/s takes or fails to take possession of the said Premises within 15 (fifteen) days from the date of the Possession Notice, the Allottee/s / Purchaser/s / Investor/s shall become liable to bear and pay his/her/their proportionate



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share of maintenance and outgoings, including *inter-alia*, local /property / municipal taxes, betterment charges, other indirect taxes of every nature, or such other levies by the SRA or other competent authority or local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, managers, security guards, sweepers and all other expenses necessary and incidental to the management and maintenance of the New Building. Until the management of the New Building is offered to the said Society, the Allottee/s / Purchaser/s / Investor/s shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter at their sole discretion.

b. The Allottee/s / Purchaser/s / Investor/s shall, before delivery of possession of the said Premises in accordance with this Clause, pay to the Promoter such amounts as mentioned in Clause No 5 (B) hereinabove and hereafter. The amounts as mentioned in Clause No 12 (c) & 12 (e) hereinabove, shall be accounted only to the said Society and not to the Allottee/s / Purchaser/s / Investor/s individually and shall not carry any interest. The Other Charges are tentative and are liable to be revised by the Promoter. The Allottee/s / Purchaser/s / Investor/s shall make payments of such amounts as mentioned in Clause No 5 (A) AND 12 (c) & 12 (e) hereinabove to the bank account of the Promoter or as may be prescribed by the Promoter. For the purposes of this clause, the expression “**Promoter**” includes its nominee.

c. The Allottee/s / Purchaser/s / Investor/s shall on receipt of possession as provided in the agreement use the said premises or permit the same to be used only for purpose of residence in case of premises and for the purpose of business in case of shop or Flat and/or for such other purpose as may be authorised by the Promoter in writing and as may be permissible in law and/or by the local planning authority and/or any other concerned authorities in that behalf and which is not likely to cause nuisance or annoyance to the other occupiers of the said buildings and/or the owners and occupiers of the neighboring property or properties. The Allottee/s / Purchaser/s / Investor/s shall use the said premises for parking space only for purpose of keeping or parking the Allottee/s / Purchaser/s / Investor/s / vehicle.

d. That, if within a period of 5 (five) years from the date of Possession Notice, the Allottee/s / Investor/s brings to the notice of the Promoter any structural defect in the said Premises or the building in which the said Premises is situated or any defects on account of workmanship or quality, wherever possible such defects shall be rectified by the Promoter at its own cost and the Allottee/s / Investor/s may receive from is not possible to rectify such defects, then the Allottee/s / Purchaser/s / Investor/s may receive from the Promoter, reasonable compensation provided that the defect is not caused due to any act of omission or commission by the Allottee/s / Purchaser/s / Investor/s or other allottee/s in the Real Estate Project or third party or due to Force Majeure Events or for any other reason beyond the control of the Promoter;

PROVIDED FURTHER THAT the Allottee/s / Purchaser/s / Investor/s shall not carry out any additions or alterations of whatsoever nature in the said Premises and in specific the structure of the said Premises/Real Estate Project which shall include but not limited to columns, beams, walls, railings etc., in particular. It is hereby agreed that the Allottee/s / Purchaser/s / Investor/s shall not make any addition or alterations in any pipes, water supply connections or any addition or alteration in the bathroom, toilet and kitchen and shall not cover the duct area. If any addition or alteration whatsoever is carried out without the prior written consent of the Promoter, the defect liability shall



 <p>Promoter</p>	 <p>Purchaser 1</p>
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<p>Investor/s shall not make any addition or alteration</p>	<p>Investor/s shall not make any addition or alteration</p>
<p>the defect liability shall</p>	<p>the defect liability shall</p>

automatically become void. The word "defect" here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of the said Premises/Real Estate Project by the Allottee/s / Purchaser/s / Investor/s or occupants thereof, vagaries of nature etc. It is further agreed between the Parties:

- ii. That, before any liability of defect is claimed by or on behalf of the Allottee/s / Purchaser/s / Investor/s, it shall be necessary to jointly appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure of the Premises/ Real Estate Project and in the workmanship executed taking into consideration of the clauses of this Agreement;
- iii. That, it shall be the responsibility of the Allottee/s / Purchaser/s / Investor/s to maintain the said Premises and the building in a proper manner and take all due care needed including but not limiting to the joints in the tiles in the said Premises are regularly filled with white cement/epoxy to prevent water seepage;
- iv. That, further where the manufacturer's warranty on any product/amenity provided in the said Premises / Real Estate Project or Car Parking Slot ends before the defects liability period and such warranties are covered under the maintenance of the said Premises/ Real Estate Project, the Promoter shall not be liable for the defects therein. The Allottee/s / Purchaser/s / Investor/s or the said Society shall ensure that annual maintenance contracts are done/renewed from time to time;
- v. That, the Real Estate Project as a whole has been conceived, designed and is being constructed based on the commitments and warranties given by the vendors/manufacturers, that all equipment, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the Premises and the Real Estate Project Amenities wherever applicable. The Allottee/s / Purchaser/s / Investor/s shall not do any act or omission which invalidates any of the warranties in respect of equipment, fixtures and fittings provided by the Promoter;



The Promoter shall have the right to undertake upkeep and maintain the Real Estate Project and the Real Estate Project Amenities and in this regard shall have the right to enter into contract, agreement with any third party / vendors/ agency for the purpose of maintenance and upkeep of the Real Estate Project and the Real Estate Project Amenities in full or in part and such decision shall be final and binding upon the Allottee/s / Purchaser/s / Investor/s. Tenure of Facility Manager shall be until the Promoter offer to hand over the management of the Real Estate Project to the said Society and/or until such other period as may be decided by the Promoter. Upon handing over management of the Real Estate Project to the said Society the said Society shall be entitled to undertake the maintenance of respective buildings/wings of the Real Estate Project and the Real Estate Project Amenities or any part thereof. The Promoter may also

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formulate the rules and regulations for the maintenance and upkeep of the Real Estate Project and /or the Real Estate Project Amenities and the Allottee/s / Purchaser/s / Investor/s hereby agrees and undertakes to abide and follow and not to commit breach of any of the provisions of such rules, regulations and bye-laws.

B. The Promoter shall have the right to designate any space on the said Land and/or the Real Estate Project or any part thereof to third party service provider/s and/or vendor/s for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the Real Estate Project. The Promoter shall also be entitled to designate any space on the said Larger Property and/or the said Scheme 2 Land to utility provider either on leave and license or leasehold basis or in any other manner acceptable to utility provider for the purpose of installing power sub-stations with a view to service the electricity requirement in the Real Estate Project and / or in any other wing /building.

C. Notwithstanding any other provision of this Agreement, the Promoter have right to and shall be entitled to nominate any person/company (“**Facility Manager**”) to manage the operation and maintenance of the Real Estate Project, the Real Estate Project Amenities, common amenities and facilities in the Real Estate Project. The Promoter have the authority and discretion to negotiate with such Facility Manager and to enter into and execute formal agreement/s for maintenance and management of infrastructure with the Facility Manager. The cost incurred in appointing the Facility Manager shall be borne and paid by the Allottee/s / Purchaser/s / Investor/s residents / occupiers of the premises in the manner as may be determined by the Promoter. The Allottee/s / Purchaser/s / Investor/s agrees that he/she/they shall not raise any dispute regarding the appointment of any such Facility Manager by the Promoter or towards charges payable to Facility Manager as determined by the Promoter. It is agreed and understood by the Allottee/s / Purchaser/s / Investor/s that the cost of maintenance and management of the Real Estate Project shall be borne and paid by the Allottee/s / Purchaser/s / Investor/s of the premises in the Real Estate Project alone;


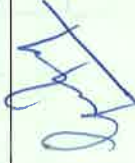
D. The Allottee/s / Purchaser/s / Investor/s agrees to abide by any and all terms, conditions, rules and/or regulations that may be framed by the Promoter and/or the Facility Manager including without limitation, payment of the Allottee/s / Purchaser/s / Investor/s share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the Real Estate Project Amenities.



12. FORMATION OF THE SOCIETY OR ASSOCIATION OR A LIMITED COMPANY AND APHX
BODY:
A. THE SOCIETY OR ASSOCIATION OR A LIMITED COMPANY.

a. The Allottee/s / Purchaser/s / Investor/s along with other allottee(s) of said premises in and the said building namely Avant Heritage -III as and when completed shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee/s / Purchaser/s / Investor/s, so as to enable the Promoter to register the common organization of Allottee/s / Purchaser/s / Investor/s. No objection

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shall be taken by the Allottee/s / Purchaser/s / Investor/s, if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

i. The Promoter shall, within 12 months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said premises is situated.

ii. The Promoter shall, within 12 months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, or upon completion of the entire construction on the said Larger Property, whichever is later, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

iii. Within 15 days after notice in writing is given by the Promoter to the Allottee/s / Purchaser/s / Investor/s that the said premises is ready for use and occupancy, the Allottee/s / Purchaser/s / Investor/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said premises) of outgoing in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee/s / Purchaser/s / Investor/s shall pay to the Promoter such proportionate share of outgoing as may be determined. The Allottee/s / Purchaser/s / Investor/s further agrees that till the Allottee/s / Purchaser/s / Investor/s share is so determined the Allottee/s / Purchaser/s / Investor/s shall pay to the Promoter provisional monthly contribution of **Rs. 5,436/- (Rupees Five Thousand Four Hundred Thirty-Six Only) (waived off Rs. 1,812/- out of Rs. 7,248/-)** (charges applicable for 1st 12 Months only) per month towards the outgoing. The amounts so paid by the Allottee/s / Purchaser/s / Investor/s to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

The name of the said Society shall be decided by the Promoter in case of change, if any.

v. The Promoter shall be entitled, but not obliged to, join as a member of the said Society in respect of unsold premises in the Real Estate Project, if any. However, it shall be at the option of the Promoter if he wants to become a member of the society in respect of the Promoter' rights and benefits conferred herein or otherwise. If the Promoter transfer, assign, and/or dispose off such rights and benefits at any time to anybody the assignees, transferees and/or the Allottee/s / Purchaser/s / Investor/s thereof shall become the members of the society in respect of the said rights and benefits. The Allottee/s / Purchaser/s / Investor/s herein and the society will not have any objection to admit such assignee or



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transferee as the member of the society and shall not charge any fees or other amounts therefore in respect of the first transfer.

vi. Post handing over of the charge, the said Society shall be responsible for the operation and management and/or supervision of the Real Estate Project, and the Allottee/s shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.

vii. The Promoter shall always and even after handing over of the charge continue to be entitled to such unsold premises and to undertake the marketing etc. in respect of such unsold premises. The Promoter shall not be liable or required to bear and/or pay any amount by way of contribution, outgoing, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the said Society for the sale/allotment or transfer of the unsold premises in the Real Estate Project.



viii. The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the addition of members to the said Society, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Allottee/s and other allottee/s, and the Promoter shall not be liable toward the same.

ix. Notwithstanding anything contained above, the Promoter reserve their right to form another co-operative housing society comprising of the Allottee/s and other allottees of premises in the said Real Estate Project i.e. Scheme 2 Land, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with RERA and the RERA Rule, in the manner and / or the terms and conditions as the Promoter seems fit and proper ("the Scheme 2 Land Society").

x. The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Scheme 2 Land Society including but not limited to the Advocates and Solicitors engaged by the Promoter for preparing, drafting and approving all such documents, instruments, papers and writings shall be borne and paid by the Scheme 2 Land Society and their respective members/intended members including the Allottee/s, as the case may be, and the Promoter shall not be liable towards the same in any manner whatsoever.

xi. Notwithstanding anything stated in this Agreement, nothing contained herein or under any other agreement and documents, executed or to be executed, the Promoter's right, and entitlement to the following shall not be affected in any manner whatsoever:

- (i) Sell, transfer, deal with and / or dispose of the unsold sale premises, other areas/interest/rights, and common areas and facilities, car parks, etc., appurtenant thereto in the Real Estate Project.
- (ii) All the right, title, interest, entitlements, benefits, advantages, FSI, TDR, and all other FSI, etc, with respect to and / or in relation to the said Larger Property;

	
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(iii) Complete the re-development of the Larger Property (or any part thereof) and / or the amalgamated land (other than the Real Estate Project) by consuming maximum and full balance development potential of the Larger Property (or any part thereof) present and / or future.

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

b. The Allottee/s / Purchaser/s / Investor/s shall use the said premises or any part thereof or permit the same to be used only for purpose of residence. He/She/They shall use the garage or parking space (if any) only for purpose of keeping or parking vehicle.

c. The Allottee/s / Purchaser/s / Investor/s further agree/s and undertake/s that till the Allottee/s / Purchaser/s / Investor/s share is so determined the Allottee/s / Purchaser/s / Investor/s shall pay to the Promoter / Society provisional / Ad-hoc amount towards the monthly contribution of **Rs. 5,436/- (Rupees Five Thousand Four Hundred Thirty-Six Only) (waived off Rs. 1,812/- out of Rs. 7,248/-)** (charges applicable for 1st 12 Months only) per month towards the outgoings in respect of the said Premises. The Allottee/s / Purchaser/s / Investor/s undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on or before the 10th day of each and every month in advance and shall not withhold the same for any reason whatsoever. However, a further sum of **Rs. 65,232/- (Rupees Sixty-Five Thousand Two Hundred Thirty-Two Only)** (waived, off **Rs. 21,744/- out of Rs. 86,976/-**) (charges applicable for 1st 12 Months only) maintenance charges shall be deposited by the Purchaser/s / Investor/s with the Promoter before taking possession of the said Premises.

d. It has been also agreed that in case of every delay in the payment of any installments / amounts hereunder, the Allottee/s / Purchaser/s / Investor/s shall be liable to an additional charge of **Rs. 15,000/- (Rupees Fifteen Thousand Only)** as administrative fee for every installment / amount



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e. The Allottee/s / Purchaser/s / Investor/s shall on execution of this agreement and prior to taking possession of the premises, deposit with the Promoter following sums of money in addition to any other amounts mentioned in this agreement: -

(i) The Allottee shall pay to the Promoter a sum of **Rs. 20,000/- (Rupees Twenty Thousand Only)** waived off for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

(ii) Share money of **5 shares of Rs.100/- (Rupees One Hundred only)** each and **Rs. 100/- (Rupees One hundred only)** towards entrance fee of the proposed co-operative housing society.

(iii) A sum of **Rs. 35,000/- (Rupees Thirty-Five Thousand only)** waived off towards charges for water meter and electric meter and costs of electric substation and cables.

(iv) A sum of **Rs. 2,54,824/- (Rupees Two Lakhs Fifty-Four Thousand Eight Hundred and Twenty-Four Only)** waived off towards Infrastructure Development Charges.

(v) A sum of **Rs. 75,000/- (Rupees Seventy-Five Thousand Only)** waived off towards Club House Charges.

(vi) A sum of **Rs. 10,000/- (Rupees Ten Thousand only)** waived off towards the legal expenses and other out of pocket expenses/expenditure for formation of the said society or limited company as the case may be preparing its rules, regulations and bye-laws etc.



(vii) A sum of **Rs. 25,000/- (Rupees Twenty-Five Thousand Only)** towards Pipe Gas Connection Charges, if gas pipe line is installed.

f. **Rs. 20,000/- (Rupees Twenty Thousand Only)** waived off towards all legal cost, charges and expenses including professional cost of attorney at law, advocates and solicitors of the Promoter in connection with the cost of preparing and engrossing RERA agreement.

g. It is agreed that for the amount mentioned in Clause 12 (f) above, the Promoter shall not be liable to render accounts to the Purchaser/s / Investor/s / Society or any person/s whomsoever claiming through to the Promoter shall hand over the deposits or balance thereof (if any) to the Society at the time of handing over the possession of the said Property to the said Society. In the event of any additional amount becoming due and payable in future, the Allottee/s / Purchaser/s / Investor/s shall forthwith on demand made by the said Society, pay and deposit such difference amounts as demanded by the said Society.

h. The Allottee/s / Purchaser/s / Investor/s shall forthwith comply with all the requisite and necessary compliances, formalities of the said Society to enroll and become a lawful and bonafide member of the said Society in respect of the said Premises. The Allottee/s / Purchaser/s / Investor/s shall diligently and punctually without any default or demur pay all the necessary cost, charges, taxes, charges etc., to the said Promoter and thereafter to the Society after the said Property is handed over to the said Society.



	
Promoter	Purchaser 1

Investor/s shall diligently pay all the necessary cost, charges, taxes, charges etc., to the said Society after the said Property is handed over to the said Society.
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i. The Allottee/s / Purchaser/s / Investor/s irrevocably agrees and confirms to after enrolling as a member/s of the said Society to abide by all the rules, regulations and bye-laws of the said Society and further diligently and punctually pay to the said Society all such amounts as may be payable by him/her/them at all times hereafter under Law, including pro rata share of sinking fund amounts as demanded by the Society. The Allottee/s / Purchaser/s / Investor/s shall occupy the said Premises subject to the rules and regulations and bye-laws of the said Society. The Allottee/s / Purchaser/s / Investor/s shall comply with and sign all necessary applications, memorandum, letters, documents and other papers and writings for the purpose of becoming member/s of the said Society.

j. The Allottee/s / Purchaser/s / Investor/s agrees and undertakes to pay all the amounts payable under this agreement as and when called upon by the Promoter and the Promoter are not bound to give any notice and the absence thereof shall not be admitted as an excuse for non-payments of any amount/s on the due dates. The Allottee/s / Purchaser/s / Investor/s further agree/s and undertake/s to observe and perform the terms, conditions and covenants contained in this agreement and to keep the Promoter indemnified against the said payments and observance and performance of the said terms, conditions and covenants to be observed and performed by the Allottee/s / Purchaser/s / Investor/s under this agreement.

k. It is agreed that in the event of any additional amounts becoming payable in respect of the items mentioned hereinabove, the Purchaser shall forthwith on demand pay to and/or deposit the additional amounts with the Promoter.

l. The Stamp duty to be executed in pursuance of this agreement shall be borne **PROMOTER** and Registration charges in respect of and incidental to this agreement shall be borne by **PURCHASER/s INVESTER/s**. In the event of any default, negligence, failure, non-compliance, non-performance and/or breach on the part of the Allottee/s / Purchaser/s / Investor/s in the arranging of the financial facilities and payment of the balance sale price / total compensation to the Promoter, within the time limits mentioned herein, then the Promoter shall duly cancel, terminate and revoke these presents and shall refund the amounts received by them from the Allottee/s / Purchaser/s / Investor/s till then after deducting the mandatory percentage as mentioned herein and the amounts as may be deducted by the competent authority by way of stamp duty and/or registration expenses thereof and such refund by the Promoter to the Allottee/s / Purchaser/s / Investor/s shall be done as and when the Promoter receive the same from the competent authority and not otherwise.



It is further agreed that the Real Estate Project shall be developed by the Promoter in a phase wise manner and hence all or any of the Real Estate Project Amenities may not be ready and operational at the time of handing over the possession of the said Premises to the Allottee/s / Purchaser/s / Investor/s. The Promoter may in their sole discretion complete and provide the Real Estate Project Amenities only after the completion of the entire Real Estate Project and obtainment of the occupation certificate thereof, to which the Allottee/s / Purchaser/s / Investor/s accords his irrevocable consent. The Promoter reserve their right to substitute, upgrade, modify, delete, relocate or enhance any or all the Real Estate Project Amenities, for which the Allottee/s / Purchaser/s / Investor/s accords his/her/their irrevocable consent and no objection. It is agreed that though the Real Estate Project Amenities shall form part of the Real Estate Project but they may be used by the

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Allottee/s / Purchaser/s / Investor/s. only in accordance with the rules and regulations framed by the Promoter / Society from time to time.

B. FEDERATION/APEX BODY AND TRANSFER

- a. The Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that the Promoters, at the cost and expenses of the purchaser/s of units in the Avant Heritage –I, Avant Heritage –II, Avant Heritage –III, Avant Heritage –IV, Avant Heritage –V and [Avant Heritage –VI, and Avant Heritage –VII (*as and when acquired and if deemed fit by the Promoters at its sole discretion*)], shall form an Federation/Apex Body of all the respective organisations of the Buildings (hereinafter referred to as “Federation/Apex Body”), for the purpose of supervision, operation and management including maintenance, repairs and/renovation of “the said LARGER PROPERTY” and the Common Area and Amenities of “the said LARGER PROPERTY” (hereinafter collectively referred to as the “Property of the Federation/Apex Body”) as per layout conditions. The Federation/Apex Body to be formed shall be a body incorporated under the provisions of the Maharashtra Cooperative Societies Act, 1960 or a company which shall be incorporated under the provisions of the Companies Act, 2013 and the Promoters shall incorporate the Federation/Apex Body as per its sole discretion.
- b. The Purchaser/s shall make his/her/their contribution as may from time to time be required to be made to the Organization for enabling the Organization to pay its contribution to the Federation/Apex Body.
- c. The Purchaser/s shall at the time of taking possession of the said Unit from the Promoters shall pay to the Promoters an amount as specified at serial no. 6 in table provided in Clause 14 below which will be held by the Promoters as deposit till the Federation/Apex Body is formed and constituted. On formation of the Federation/Apex Body, the said deposit shall be handed over to the Federation/Apex Body. The said deposit and / or interest accrued thereon shall be used by the Promoters /Federation/Apex Body for maintenance and management of the infrastructure, common areas and facilities of “the said LARGER PROPERTY”. It is however agreed that the Purchaser/s shall nevertheless also be strictly liable to pay monthly contributions to his/her/their organisation as may be determined by his/her/their organisation to be paid to Federation/Apex Body as aforesaid. The Purchaser/s undertake/s to pay such provisional monthly contribution and such contributions shall be paid outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever otherwise interest at the rate of 2% per month will be charged. The right of Promoters to charge the said interest is without prejudice to their rights including right to terminate this Agreement, levy cancellation charges etc.



- d. The Federation/Apex Body shall have a committee of its own formed of the 2 (two) representatives of the organisation of each Building of “the said LARGER PROPERTY” constructed on the said site of the said LARGER PROPERTY. After the election/nomination of the said two (2) representatives by each of the organisations, the said representatives so elected/nominated shall hold office as office bearers of committee of Federation/Apex Body for a period of three years. The committee so formed as stated herein above shall have full power, absolute control and discretion as regards the maintenance and management of the infrastructure, common areas facilities of “the said LARGER PROPERTY without there being any kind of interference in any manner whatsoever from any of the organisations. The Federation/Apex Body shall frame such rules, regulations and bye laws for the maintenance/management of the infrastructure, common area and facilities and the same shall have a binding effect

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and full force against the organisation including its members and others as aforesaid. Any violation of the said rules regulations or bye laws as framed by the Federation/Apex Body or by any of the organisation shall be liable to such action as stated in the said rules, regulation, and bye laws as the Federation/Apex Body may determine from time to time. The Federation/Apex Body shall be constituted under the guidelines to be framed by the Promoters and the Federation/Apex Body shall maintain, govern and administer the infrastructure and common area of "the said LARGER PROPERTY on the basis of such guidelines. The Federation/Apex Body shall unconditionally accept and adopt such guidelines as framed by the Promoters. It is clarified that the Federation/Apex Body/Promoters may charge additional charges/fees for maintaining "the said LARGER PROPERTY over and above maintenance charges of infrastructure, common area and facilities. The Purchaser/s hereby unconditionally and irrevocably agree/s and undertake/s to make payment of such amounts as and when demanded by the Federation/Apex Body/Promoters.

e. The Purchaser/s hereby unconditionally and irrevocably agree and undertake that he/she/they shall have no right to claim refund of amounts paid for the Federation/Apex Body nor will the said amounts be allowed to be set of or adjusted against any other amount or amounts payable by the Purchaser/s in any manner whatsoever. The Purchaser/s has entered into this Agreement after having understood the above arrangement and the Purchaser/s shall not be permitted to question or in any way dispute the said arrangement as stated hereinabove or with regard to the constitution and formation of the Federation/Apex Body and the said arrangement shall be final and binding on the Purchaser/s. It is further agreed accepted and confirmed by the Purchaser/s that until the Federation/Apex Body is formed and constituted for the maintenance and management of the infrastructure, common area and facilities of "the said LARGER PROPERTY as mentioned hereinabove the Promoters shall have full power, control and absolute authority to manage and maintain the infrastructure, common area and facilities of "the said LARGER PROPERTY in the manner they may deem fit and for that purpose the Promoters shall be entitled to lay down such terms and conditions as regards payment by the purchaser/s of units in each Building of "the said LARGER PROPERTY in respect of the monthly maintenance charges and/or property tax and/or otherwise to enable the Promoters to effectively maintain the infrastructure, common area and facilities of "the said LARGER PROPERTY.

The Purchaser/s has/have hereby agreed to abide by the terms as laid down by the Promoters and the Purchaser/s shall have no right to question and dispute the decision of the Promoters in regard to their powers and authorities for maintaining the infrastructure, common area and facilities. In the event of the Purchaser/s failing to abide by the terms and conditions as laid down by the Promoters the same shall be deemed as a breach of the terms of this Agreement and thereupon the Promoters shall have the right to exercise the remedies under the law and as per the terms of this Agreement.

It is agreed that the Promoters, at the costs and expenses of purchasers of Units in the Buildings, shall execute a Deed of Conveyance in respect of the Property of the Federation/Apex Body in favour of the Federation/Apex Body (hereinafter referred to as the "Federation/Apex Body Conveyance"), only after the Promoters have;

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Amenities of Avant Heritage-III) are hereinafter collectively referred to as "the said LARGER PROPERTY";

- (ii) completed the construction and development of Avant Heritage-III in all aspect/s and also development of the entire "the said LARGER PROPERTY";
- (iii) received all the amounts from the purchaser/s units in Avant Heritage-III and all other buildings in "the said LARGER PROPERTY including the Sale Price from the Purchaser/s hereof in respect of the said Unit;
- h. All costs, charges and expenses including the costs towards (a) formation of the Federation/Apex Body, (b) preparing, engrossing, stamping and registering the Federation/Apex Body Conveyance and all other ancillary and incidental deeds, documents required to be executed by the Promoters for effectively conveying the "the said LARGER PROPERTY in favour of the Federation/Apex Body (c) the entire professional fees of the Attorneys engaged by the Promoters for preparing, drafting and approving all such documents, shall be borne and paid by the Federation/Apex Body and its members. The Promoters shall not be liable to contribute anything towards such expenses.

i. It is agreed that one month prior to the execution of the Federation/Apex Body Conveyance, the Purchaser/s shall pay to the Promoters / Organisation, the Purchaser's share of stamp duty and registration charges payable, if any, on the execution of the Federation/Apex Body Conveyance. The Purchaser/s alone will be responsible for consequences of insufficient and/or non-payment of stamp duty and registration charges on the Federation/Apex Body Conveyance and/or all other ancillary and incidental documents.

j. The Purchaser/s agree and confirm that until the acts listed in Clause 12. (B) (g) above have been completed, the Promoters shall not be bound, liable, required and/or called upon to execute the Federation/Apex Body Conveyance and/or any other ancillary and incidental document, in favour of the Federation/Apex Body. The Purchaser/s agree/s and irrevocably consent/s not to have any demand and/or dispute or objection in that behalf.

k. The Purchaser/s and/or their successors-in-title shall, from time to time, sign all applications, papers and documents and do all acts, deeds, and things as the Promoters and/or the Organisation and/or the Federation/Apex Body may require for safeguarding the interest of the Promoters in "the said LARGER PROPERTY.

13. METHOD OF CALCULATION OF PROPORTIONATE SHARE:

- i. The Allottee/s / Purchaser/s / Investor/s. is informed that the cost of proportionate common areas has been charged to the Allottee/s / Purchaser/s / Investor/s. The Allottee/s / Purchaser/s / Investor/s has prior to the execution of this Agreement, satisfied himself as to the measurements of the Carpet Area and the Proportionate area of Common Areas in terms of the plans provided thereto. Wherever in this Agreement it is stipulated that the Allottee/s / Purchaser/s / Investor/s. has/have to make any payment, in common with other Allottee(s) in the Real Estate Project, the same shall be made in the mode and manner as the Promoters deem fit and proper and after handing over the management to the said Society in the mode and manner as the Society deems fit and proper.



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ii. So long as each premises / Flat / other premises in the Residential Building is not being separately assessed for municipal taxes and water charges, the Allottee/s / Purchaser/s / Investor/s shall pay to the Promoter a proportionate share of the Municipal tax and water charges assessed on the Residential Building/s. Such proportion to be determined by the Promoter on the basis of the area of the said premises, however for the purpose of determining such proportion, the area of the unsold premises will not be taken into account. The Allottee/s / Purchaser/s / Investor/s along with the other purchasers/ Allottee/s / Purchaser/s / Investor/s will not require the Promoter to contribute a proportionate share of the maintenance charges, municipal taxes, water charges and all other rent, rates and taxes in respect of the premises and other premises which are not sold or disposed of by the Promoter. In other words, any liability towards taxes or other outgoings etc. in respect of the unsold flat and other premises, shall be borne and paid by the Allottee/s / Purchaser/s / Investor/s of the premises including the Allottee/s / Purchaser/s / Investor/s is intimated to herein for a period of 12 months from the date the Allottee/s / Purchaser/s / Investor/s shall be liable and responsible to pay occupy the said premises. The Allottee/s / Purchaser/s / Investor/s shall be liable and responsible to pay the said property taxes, water charges, electricity charges, common maintenance charges, etc. from the date of expiry of the notice period issued by the Promoter to the Purchaser/s to occupy the said premises / permitted for furniture and fixtures, accordingly.

14. ENTIRE AGREEMENT:

(a) This Agreement, along with its Schedules and Annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes:



(i) Any and all understandings, any other agreements, arrangements, understanding, writings, application form, Brochure, Expression of Interest (EOI), letter of acceptance, allotment letter, correspondences, arrangements, and/or other documents whether written or oral, if any, between the Parties in regard to the said Flat/Premises.

(ii) All Brochures/ Leaflets/ Pamphlets/ ads/social media content/ walk through presentations/ master plan/layout plan or any other document including photographs, images, designs, plans, specifications, layout, height, dimensions, facilities, vegetation, features and communication as contained therein, which are merely an artistic impression and imagination and may vary to actual project on site. The actual and physical features, amenities and facilities in the Real Estate Project/s of the said Flat/Premises would be in accordance with plans and specifications approved by the authorities and as contained in this agreement.

The Parties hereby expressly agreed that the Promoter shall notwithstanding anything contained in this agreement be entitled to sell the premises, flats, shops, garages, open spaces / parking space, etc., in the said building/s and other structures on the said Larger Property and the said Scheme 2 Land for residential user, commercial user or for any other permissible user in that behalf in such manner and on such terms and conditions as the Promoter may deem fit without affecting or prejudicing the rights of the Allottee/s / Purchaser/s / Investor/s in the premises under this agreement. The Allottee/s / Purchaser/s / Investor/s not object to and given his irrevocable consent to the Promoter allotting, selling or otherwise dealing with parking spaces, open spaces etc. and such allotment, sale etc. shall be binding on the Allottee/s / Purchaser/s / Investor/s as long as such allotment / sale does not adversely affect the Allottee/s / Purchaser/s / Investor/s rights and occupation of the said premises.



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(c) It is also hereby expressly agreed that so long as it does not in any way affect or prejudice the rights created in favour of the Allottee/s / Purchaser/s / Investor/s in respect of the said premises, the Promoter shall be at liberty to sell, transfer, assign, mortgage or otherwise deal with or dispose off Promoter's all rights, title and interest of the Promoter area in the said building and/or in the said Larger Property or any part thereof or open land surrounding the said building and give open parking space or in any other manner the Promoter may deem fit including to assign and/or give on lease or sub-lease or otherwise any portion or portions of the said property and the same shall be binding on the Allottee/s / Purchaser/s / Investor/s.

(d) The Allottee/s / Purchaser/s / Investor/s and the persons to whom premises is let, sub-let, transferred, assigned or given possession of (after obtaining prior written permission of the Promoter) shall from time to time, sign all applications, papers and documents and do all acts, deeds and things as the Promoter and/or the society may require for safeguarding the interest of the Promoter and/or the Other flat / shop / garage / parking space/open space etc., holders in the said building/s.

(e) In the event of the Allottee/s / Purchaser/s / Investor/s attempting to and/or disposing of the premises or any part thereof to any persons or party (without obtaining the prior written consent of the Promoter and or the Society) this agreement shall without further notice automatically and forthwith stand cancelled and revoked and then in such event the amounts paid till then by the Allottee/s / Purchaser/s / Investor/s to the Promoter under this agreement shall be refunded to the Allottee/s / Purchaser/s / Investor/s without any interest save and except the earnest money which shall stand forfeited and the Allottee/s / Purchaser/s / Investor/s shall hand over vacant and peaceful possession of the said Premises to the Promoter forthwith.

(f) The Allottee/s / Purchaser/s / Investor/s or his/her permitted transferee and/or transferees and/or nominees shall not change the user of any of the premises from the aforesaid purposes at any time in future. The Allottee/s / Purchaser/s / Investor/s agrees to bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the premises by the Allottee/s / Purchaser/s / Investor/s.



(g) It is also understood and agreed by and between the parties hereto that the terrace space in front of the adjacent to the premises in the buildings, if any, shall belong exclusively to the respective Allottee/s / Purchaser/s / Investor/s of the premises and such terrace spaces are intended for the exclusive use of the respective terrace Allottee/s / Purchaser/s / Investor/s. The said terrace shall not be enclosed by the Allottee/s / Purchaser/s / Investor/s till the permission in writing is obtained from the concerned local authority and the Promoter and/or the society.

(h) The Allottee/s / Purchaser/s / Investor/s shall have no right in the said property, save and except to use, occupy and to deal with the said premises as the Allottee/s / Purchaser/s / Investor/s deemed appropriate and fit.

(i) The Promoter shall have the right to give lease, let or sale or otherwise for the purpose of advertising, putting up satellite dishes etc. open spaces in the said property including on the terrace either by putting up support and/or using compound walls for the said purpose on such terms and conditions as the Promoter may desire. The Promoter shall also be entitled to give open space or on terms for the purpose of having

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satellite transmitting center. The Promoter or its Nominee shall be exclusively entitled to the income that may be derived by display of such advertisement or putting up of Satellite etc. at any time thereafter.

- (j) The Allottee/s / Purchaser/s / Investor/s shall not be entitled to any abatement in price of the said premises/flat or to object to the same for any reason and shall allow the Promoter, his agents, servants, etc., to enter into the said property including the terraces and other open spaces in the said building for the purpose of putting and/or preserving and/or maintaining and/or removing the advertisements and/or hoardings and/or satellites / disk. The Promoter shall be entitled to transfer or assign such right to any person or persons whom the Promoter deem fit and the Allottee/s / Purchaser/s / Investor/s or the society or limited company shall not raise any objection thereto and shall not charge any fees or amount therefore. Before entering into this Agreement, the Promoter have put the Allottee/s / Purchaser/s / Investor/s to the Notice of the aforesaid facts and the Allottee/s / Purchaser/s / Investor/s hereby accord his / her / their informed consent for the same.
- (k) The Promoter and its Architects, Structural Engineers, Project engineers, surveyors, contractors' employees, employees of the contractors and any other authorized or licensed person/s shall have a right to enter and/ or occupy any area including common areas to carry out the developmental work till the completion of the entire project.
- (l) The Allottee/s / Purchaser/s / Investor/s or any other person/s claiming through the Allottee/s / Purchaser/s / Investor/s and/or members of the society shall have no right to object to or obstruct or stop the movement of the vehicle, men and materials (related to construction or otherwise) to be carried over in the said residential/commercial building/s even after the construction have been completed and the Promoter have handed over the said Scheme 2 Land to the respective Societies till the construction of the buildings "Avant Heritage – I, ", " Avant Heritage – II", , "Avant Heritage - III" and "Avant Heritage - IV", "Avant Heritage - V", "Avant Heritage - V", "Avant Heritage - VI" are completed and/or the said Larger Property has been fully developed. Before entering into this Agreement, the Promoter have put the Allottee/s / Purchaser/s / Investor/s to the Notice of the aforesaid facts and the Allottee/s / Purchaser/s / Investor/s hereby accord his / her / their informed consent for the same.
- (m) The Allottee/s / Purchaser/s / Investor/s shall have no claim save and except in respect of the said Premises for which he has entered into an Agreement for Sale. All the common area, staircase, lobbies, etc. will remain the property of the Promoter, till the possession of the said Scheme 2 Land has been handed by the Promoter to the respective Societies. However, the Allottee/s / Purchaser/s / Investor/s will have a right to use the common area till the time the entire building and underneath land is transferred in favour of the society.
- (n) The Allottee/s / Purchaser/s / Investor/s hereto specifically declares and confirms that they are aware that the Promoter are entitled to develop the said Larger Property and propose to develop the same.
- (o) The Allottee/s / Purchaser/s / Investor/s for himself/herself/themselves with intention to bring all persons into whosever hands the said premises may come, doth hereby covenant with the Promoter as follows: -

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the terms and conditions of the said Common Areas and Facilities Agreement;

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i. To maintain the said premises at Allottee/s / Purchaser/s / Investor/s own cost in good tenantable repair and condition from the date of possession of the premises and shall not do or suffered to be done anything in or to the building in which the flat is situated, staircase or any passages which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the building in which the said premises is situated and the premises itself or any part thereof.

ii. Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to cause damage to the construction or structure of the building in which the said flat is situated or storing of goods which is objected to/by the concerned local or other authority and shall not carry or caused to be carried heavy packages to the upper floors which may damage or likely to damage the staircase, lift, common passages or any other structure of the building in which the said premises is situated, including entrances of the building in which the said premises is situated and in case any damage is caused to the building in which the said premises is situated or the said premises on account of negligence or default of the Allottee/s / Purchaser/s / Investor/s in this behalf, the Allottee/s / Purchaser/s / Investor/s shall be solely and absolutely liable for the consequences of the breach.



iii. Not to carry at his/her/their/its own cost all internal repairs to the said flat and maintain the said flat in the same conditions, state and order in which it was delivered by the Promoter to the Allottee/s / Purchaser/s / Investor/s and shall not do/or suffered to be done anything in or to the building in which the premises is situated or which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority and in the event of the Allottee/s / Purchaser/s / Investor/s committing any act in contravention of the above provision, the Purchaser/s / Investor/s shall be solely responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

iv. Not to demolish or cause to be demolished the said premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the said building in which the said premises is situated and shall keep the portion, sewers, drain pipes in the said premises and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support and shelter and to protect the other parts of the building in which the said flat is situated and shall be chisel or in any other manner damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the premises without the prior written permission of the Promoter and/or the Society.

v. Not to do or permit to be done any Act or thing which may render void or voidable any insurance of the said property and the building in which the said premises is situated or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.

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

vii. Not to change the external façade colour scheme or the pattern of the colour of the said proposed Building;

	
Promoter	Purchaser 1





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- viii. Not to change exterior elevation façade or the outlay of the said Proposed Building/s;
- ix. Not to fix any grill to the said Proposed Building/s or windows except in accordance with the design approved by the said Promoter.
- x. Pay to the Promoter within 7 days of demand by the Promoter, Purchaser/s / Investor/s share of security deposit demanded by concerned local authority, Municipality or Government for giving water, electricity or any other service connection to the building in which the said premises is situated as also MCGM Transfer charge and service charge if applicable.
- xi. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said premises by the Allottee/s / Purchaser/s / Investor/s viz. user for any purposes other than for residential purpose in case of flat and business purpose in case of office/shop and parking purpose in case of garage/parking space.
- xii. The Allottee/s / Purchaser/s / Investor/s shall not without the prior consent in writing having been obtained first from the Promoter and or the Society let, sub-let, transfer, assign or part with Allottee/s / Purchaser/s / Investor/s interest or benefit under this agreement or part with the possession of the said flat until all the dues payable by the Allottee/s / Purchaser/s / Investor/s to the Promoter under this agreement are fully paid up and only if the Allottee/s / Purchaser/s / Investor/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s / Purchaser/s / Investor/s has intimated in writing to the Promoter.
- xiii. The Allottee/s / Purchaser/s / Investor/s shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the premises therein and for the observance and performance of the building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s / Purchaser/s / Investor/s shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the said premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this agreement.
- xiv. In the event any development charges or betterment charge, service charge or premium or tax or any other levy becomes payable by the Promoter, the Allottee/s / Purchaser/s / Investor/s hereby agrees to reimburse the same to the Promoter in proportion to the area of Flat / Parking space / Garage / premises etc., agreed to be purchased by him / her / them and in determining such amount, the decision of the Promoter shall be conclusive and binding upon the Allottee/s / Purchaser/s / Investor/s.

- xv. The Allottee/s / Purchaser/s / Investor/s shall insure and keep insured the said premises against loss or damage by fire of any other calamities for the full value thereof.

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xvi. The Purchaser/s / Investor/s agrees that his / her / their / its interest in the said larger property and the said building is impartable and he / she / they / it shall not be entitled at any time to demand partition of his / her / their interest in the said Larger property and/or in the said building.

	
Promoter	Purchaser 1

xvii. In case MSEB or any competent authority requires / demands construction of sub-station before supplying necessary electricity or domestic load to the proposed building, the cost charges and expenses thereof shall be borne and paid by all the Allottee/s / Purchaser/s / Investor/s in proportion to the area of their respective premises agreed to be acquired by them.

xviii. Until the said Scheme 2 Land together with the said building/s is handed over as aforesaid, the Promoter will control the management of the said building, realisation of outgoings and the disbursements of the payments to be made. The Allottee/s / Purchaser/s / Investor/s along with other flats / shops / offices / garages / parking space Allottee/s / Purchaser/s / Investor/s and/or the cooperative society will not have any objection to the aforesaid right of the Promoter.

xix. The Allottee/s / Purchaser/s / Investor/s are aware that out of the Real Estate Amenities, **Scheme 2 Lands and the Scheme 3 Lands** shall be entitled to utilize fitness center and they shall bear the proportionate costs and expenses for utilization of the same. The Allottee/s / Purchaser/s / Investor/s shall not raise dispute in any manner whatsoever in this regard.

xx. The Allottee/s / Purchaser/s / Investor/s has been explained by the Promoters and the Allottee/s / Purchaser/s / Investor/s understands that the Promoters may swap the PTC Component with one or more other schemes and construct sale units in place of presently sanctioned PTC Tenements and accordingly obtain and undertake construction as per the amended approvals, plans and permissions. The Allottee/s / Purchaser/s / Investor/s hereby agrees not to raise any dispute and / or claim in any benefit or revenues arising from the Real Estate Project which belongs to the Promoters.

xxi. All the revenues generated from the Real Estate Project including from the Real Estate Project Amenities of any nature whatsoever shall solely belong to the Promoters, and neither the Allottee/s / Purchaser/s / Investor/s nor the said Society and / or any other allottee/s of the Real Estate Project shall have any claim over the same. The Allottee/s / Purchaser/s / Investor/s hereby agrees not to raise any dispute and / or claim in any benefit or revenues arising from the Real Estate Project which belongs to the Promoters.

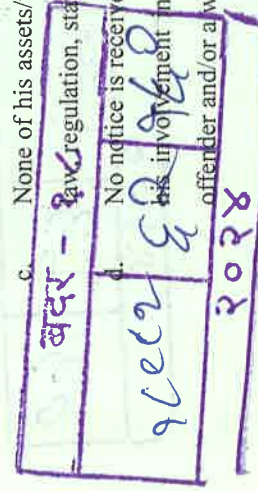




xxii. The Allottee/s / Purchaser/s / Investor/s hereby nominates **MRS. USHADEVI CHANDRAMANI PANDEY & AADHAR NO: 645292277883** his / her / their / its nominee in respect of the said Premises. On the death of Allottee/s / Purchaser/s / Investor/s, the said Nominee shall assume all the obligations of the Allottee/s / Purchaser/s / Investor/s under this Agreement or otherwise, and shall be liable and responsible to perform the same. The Allottee/s / Purchaser/s / Investor/s shall at any time hereafter be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The Promoters shall only recognize the said Nominee or the nominee substituted by the Allottee/s / Purchaser/s / Investor/s (if such substitution has been intimated to the Promoters in writing) and deal with him/her/them in all matters pertaining to the said Premises. The heirs and legal representatives of the Allottee/s / Purchaser/s / Investor/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc., of and/or by the said Nominee. The Promoters shall at its discretion be entitled to insist on Probate / Succession Certificate/Letter of Administration and/or such other documents as the Promoters may deem fit, from such nominee. The nominee would ~~be~~ **Required to give** an indemnity bond indemnifying the Promoters as may be necessary and required by the Promoters.

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Promoter	Purchaser 1

- (p) Notwithstanding any other provisions of this Agreement the Promoter shall be entitled to, at the Promoter sole and absolute discretion: -
- i. To decide from time to time when and what sort of document of transfer should be executed in whose favour.
 - ii. Have an exclusive, unfettered and unimpeachable right to sell, enter into any agreement with any persons as may decided by them from time to time.
 - iii. have a right to terminate this agreement for sale in the event of happening any one or many of the acts, deeds things done or caused to be done by the said Allottee/s / Purchaser/s / Investor/s if the Allottee/s / Purchaser/s / Investor/s is not co-operative or unwilling to follow or observe the policy formulated by the said Promoter for the said purpose and/or terms and conditions imposed by them from time to time for the better management of the project or anything done or caused to be done for any unlawful activities, gains or having any relation or connection with the organizations which has been banned by the Government of India or the State Government of Maharashtra as the case may be and / or propagating any message or information or things which may adversely affect the interest of the Promoter and/or persons associated with the Promoter till the Promoter hand over the property to the society as contemplated herein.
 - iv. to decide and determine how and in what manner the infrastructure including the common utility areas and gardens and other recreational facilities to be used by the various flat purchaser may be transferred and/or conveyed/assigned/ leased.
 - v. to provide for and incorporate covenants, restrictions and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads if any.
 - vi. For any amount remaining unpaid by the Allottee/s / Purchaser/s / Investor/s under this Agreement, the Promoter shall have first lien and charge on the said Premises agreed to be allotted to the Allottee/s / Purchaser/s / Investor/s.
- (q) Save and except obtaining written consent of the Promoter, the Allottee/s / Purchaser/s / Investor/s shall not be entitled to:
- (i) Create or permit any charge or lien on the said Premises. For the purpose of this clause the term "lien" shall include mortgage, pledge, charge, privileges and priorities of any kind.
 - (ii) Sell, mortgage, lease, surrender or otherwise howsoever alienate the said Premises or any parts thereof save and except with a prior written approval of the Promoter.
- Enter into any agreement or arrangement with any person or persons, institution or Government or Body for use and occupation or disposal of the said Premises or any part thereof, during the first 24 months Permit any merger, consolidation, reorganization, scheme of arrangement or compromise with its creditors and/or members, if any.
- The Allottee/s/ Purchaser/s / Investor/s represents and warrants that:
- He / She / They / It has not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up, as the case may be;
- b. No receiver and/or liquidator and/or official assignee or any person is appointed of the Purchaser or all or any of its assets and/or properties;
 - c. None of his assets/properties is attached and/or no notice of attachment has been received under any rule, law, regulation, statute etc.
 - d. No notice is received from the Government in India (either Central, State or Local) and/or from abroad for his involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him / her /them / it;



	
Promoter	Purchaser 1

- e. No execution or other similar process is issued and/or levied against him / her /them / it and/or against any of his / her /them / it assets and properties;
- f. He / she /they is not of unsound mind and/or is not adjudged to be of unsound mind;
- g. He / she / they / it has not compounded payment with his / her /their / its creditors;
- h. He is not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than six months.

The Promoter consider the accuracy of the representations and warranties to be an important and integral part of this agreement and has executed this agreement in reliance of the same.

(S) The Allottee/s / Purchaser/s / Investor/s hereby agrees to indemnify and keep indemnified, saved, defended and harmless the Promoter against any or all claims, losses, damages, expenses, costs or other liabilities incurred or suffered by the Promoter from or due to any breach by the Allottee/s / Purchaser/s / Investor/s of its covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Allottee/s / Purchaser/s / Investor/s in complying/performing his/her/their obligations under this Agreement.

15. BORROWINGS BY THE PROMOTER:

Without prejudice to any rights of the Allottee/s / Purchaser/s / Investor/s, the Promoter shall have a right to raise project loan, term loan with the any financial institutions, banks, private equity funds, mutual funds managers and or any other institution/s and for that purpose can create equitable mortgage of the Promoter Area. The Allottee/s / Purchaser/s / Investor/s hereby understood and accepts the rights of the Promoted for raising such project loan. For the said purpose, the Allottee/s / Purchaser/s / Investor/s specifically hereby provides his / her / their irrevocable consent for raising such project loan, save and except that such financial institution shall be intimated of the Allottee/s / Purchaser/s / Investor/s rights, title and interest on the said Premises.



16. MORTGAGES OF THE PREMISES:

It is agreed that the Allottee/s / Purchaser/s / Investor/s shall be entitled to avail housing loan from a Bank/Financial Institution and to mortgage the said Premises by way of security for repayment of the housing loan availed from such Bank/Financial Institution with the prior written consent of the Promoters. The Promoters will grant their no objection to the Allottee/s / Purchaser/s / Investor/s availing of such loan from the Bank and mortgaging the said Premises with such Bank, provided however, the Promoters shall not incur any liability/obligation for repayment of the monies so borrowed by the Allottee/s / Purchaser/s / Investor/s and/or any monies in respect of such borrowings including interest and cost and provided the mortgage created in favour of such Bank in respect of the said Premises of the Allottee/s / Purchaser/s / Investor/s shall not in any manner jeopardize the Promoters' right to receive full consideration and other charges and such mortgage in favour of such Bank shall be subject to Promoters' first lien and charge on the said Premises in respect of the unpaid amounts payable by the Allottee/s / Purchaser/s / Investor/s to the Promoters under the terms and conditions of this Agreement and subject to the other terms and conditions contained herein. The Promoters will issue the said No Objection Letter addressed to the Bank advising the Bank to make payment of the loan amount against the mortgage of the said Premises directly to the Promoters as per the schedule of payment of the Sale Price / Total Consideration or as may be requested by the Promoters from time to time.

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 The Promoters from time to time
 in respect of all remittances,
 to comply with the

17. It is abundantly made clear to the Allottee/s / Purchaser/s / Investor/s who is or may become a non-resident foreign national of Indian Origin during the subsistence of this Agreement, that in respect of all remittances, acquisitions/transfer of the said Premises, it shall be his/her/their/its sole responsibility to comply with the

Promoter	Purchaser 1

entering into this Agreement, the Promoter have put the Allottee/s / Purchaser/s / Investor/s to the Notice of the aforesaid facts and the Allottee/s / Purchaser/s / Investor/s hereby accord his / her / their informed consent for the same.

24. INTERPRETATION:

In this Agreement where the context admits:

- A. any reference to any statute or statutory provision shall include:
 - (i) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated);
 - (ii) such provision as from time to time amended, modified, re-enacted or consolidated (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced;
- B. any reference to the singular shall include the plural and vice-versa;
- C. any references to the masculine, the feminine and the neuter shall include each other;
- D. any references to a "company" shall include a body corporate;
- E. the word "Business Day" would be construed as a day which is not a Sunday, or a public holiday or a bank holiday under the Negotiable Instruments Act, 1881 either at Mumbai, or any place where any act under this Agreement is to be performed.
- F. the schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it. Any references to Clauses, Sections and schedules are to Clauses, Sections of and schedules to this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs or schedule in which the reference appears;
- G. references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- H. the expression "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the whole Clause (not merely the sub-Clause, paragraph or other provision) in which the expression occurs. The expression "this Agreement" shall, unless followed by reference to a specific provision, be deemed to refer to the whole Agreement.
- I. each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no Clause in this Agreement limits the extent or application of another Clause;
- J. in determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a Business Day, then the period shall include the next following Business Day.
- K. "the words "include", "including" and "in particular" shall be construed as being by way of illustration of and not by way of limitation, and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;



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Promoter	Purchaser 1

L. references to a Person (or to a word importing a Person) shall be construed so as to include:

- (i) an individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality);
- (ii) That Person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement; and
- (i) references to a Person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;

M. where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words;

- 25. All notices to be served on the Allottee/s / Purchaser/s / Investor/s as contemplated by this agreement shall be deemed to have been duly served if sent to the Purchaser/s / Investor/s under certificate of posting to his/her/their/its address given below;

Purchaser 1	MR. GIRISHCHAND CHANDRAMANI PANDEY
Address	HEX211518 RAMDEO SINGH CHAWL SHASTRI NAGAR KALINA N.R. RADHAKRISHNA TEMPLE SANTACRUZ EAST MUMBAI- 400029
Email Id	Gp25grand@gmail.com

- 26. It shall be the duty of the Allottee/s / Purchaser/s / Investor/s 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/s / Purchaser/s / Investor/s, as the case may be.

27. JOINT ALLOTTEE/S / PURCHASER/S / INVESTOR/S:


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

The Promoter shall not be responsible and/or liable for the consequences arising out of the change in law or changes in Municipal and other laws, rules, regulations etc.

This agreement shall not be modified or amended in any respect except by a written agreement executed by the Parties.

- 30. Provided that where the Promoter agree to modify or amend the agreement, such modification or amendment shall be carried out only with the mutual consent of both the parties.

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This agreement together with the duly filled in Application Form, Offer letter / Allotment Letter along with the basic terms and conditions contained therein constitute and contain the entire agreement and understanding between the Parties with respect to the subject matter hereof and in case of any discrepancy and/or for the purposes of interpretation, the clauses and/or Schedules of this Agreement shall have an overriding effect.

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Promoter	Purchaser 1

32. Each Party shall indemnify and agrees to defend and to keep the other indemnified including its successors, officers, directors, agents and employees and save harmless against all costs, expenses (including attorneys' fees), charges, loss, damages, claims, demands or actions of whatsoever arising out of or in connection with the said premises which are likely to be by reason of: -

- i. the non-performance and non-observance of any of the terms and conditions of the Agreement by the Indemnifying Party;
- ii. acts of negligence or intentional misconduct by the Indemnifying Party;
- iii. Breach of the provisions of this Agreement by the Indemnifying Party;
- iv. Any representation and warranty, express or implied, by the Indemnifying Party found to be misleading or untrue;
- v. failure by the Promoter Indemnifying Party to fulfill its obligations under any applicable law.

33. If any term, covenant, condition or provision of the Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each event the remainder of the Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by laws for the time being in force.

34. The PAN Nos. of the Promoter and Purchasers are as under:

a. **PROMOTER**

AVANT HERITAGE - III REALTY PVT LTD

PAN NO: AAYCA2144A

b. **FLAT PURCHASERS**

MR. GIRISHCHAND CHANDRAMANI PANDEY

PAN NO: CPPPP0693L




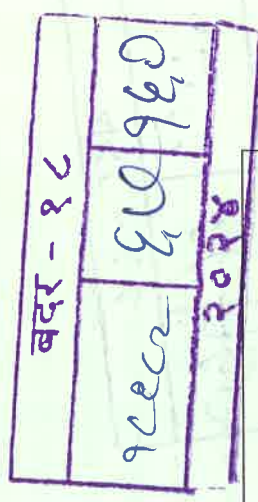
35. The Promoter shall not be responsible and/or liable for the consequences arising out of the change in law or changes in Municipal and other laws, rules, regulations etc.

36. The Stamp duty to be executed in pursuance of this agreement shall be borne **PROMOTER** and Registration charges in respect of and incidental to this agreement shall be borne by **PURCHASER/s / INVESTER/s**.

37. This agreement shall always be subject to the provisions of the Maharashtra Ownership Flat Act (Maharashtra Act No. XV of 1977) and the newly introduced REAL ESTATE REGULATORY ACT, 2016 and the rules made under the said act to the extent they are mandatory.

38. The Purchaser/s / Investor/s and/or the Promoter shall present this agreement at the proper registration office for Registration within the time limit prescribed by the Registration Act and/or the Purchaser/s and the Promoter will attend such office and admit execution hereof.

 Promoter	 Purchaser 1
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39. The Purchaser/s / Investor/s is/are aware of the provisions of law wherein service tax has been levied on construction services. The Purchaser/s / Investor/s shall be bound and liable to pay such taxes if any. The Purchaser/s / Investor/s hereby agrees and undertakes to pay the same if and when becomes payable.

40. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

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

41. **BINDING EFFECT:**

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

42. **RIGHT TO AMEND:**

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

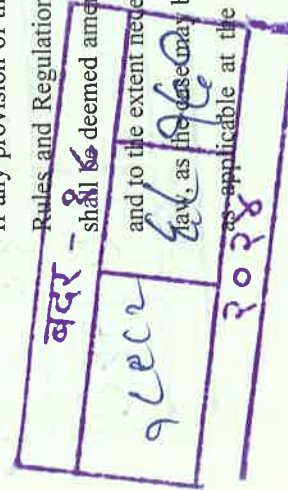




PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES:

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

44. **SEVERABILITY:**

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



	
Promoter	Purchaser 1

45. 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.

46. PLACE OF EXECUTION:

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

47. DISPUTE RESOLUTION:

1. Any dispute between parties firstly shall be settled amicably.
2. If such Dispute is not resolved through such mutual discussions within [30 (Thirty)] days after any Party has served a written notice on the other Party requesting the commencement of discussions, any Party may refer such Dispute to arbitration. The arbitration proceedings shall be under the Arbitration and Conciliation Act, 1996 and any statutory amendments/ modification thereto by a sole arbitrator who shall be mutually appointed by the Parties or if unable to be mutually appointed, then to be appointed by the Court. The decision of the Arbitrator shall be final and binding on the parties.

3. The arbitration proceedings shall be conducted in English language and the venue of arbitration shall be Mumbai.



4. Or in the alternative the parties may invoke the provisions of Real Estate (Regulation and Development) Act for dispute resolution as deemed fit by the parties invoking the dispute redressal mechanism.
5. The Parties acknowledge and agree that both parties have intentionally agreed and chosen this mode of dispute resolution in order to obtain an amicable and speedier resolution of any dispute that may arise between themselves.

48. 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 will have the jurisdiction for this Agreement.



बदल - १८
१८८२ & १९०
२०२४

	
Promoter	Purchaser 1

49. JURISDICTION:

Except as stated above in clause ss (ii) to (v) any dispute in relation to this Agreement, shall be subject to the exclusive jurisdiction of courts at Mumbai.

50. The Allottee/s / Purchaser/s / Investor/s hereby declares that he / she / they has gone through the Agreement and all the documents related to the said premises purchased by him / her / them and has expressly understood the contents, terms and conditions of the same and the Allottee/s / Purchaser/s / Investor/s after being fully satisfied with the contents has entered into this agreement.

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

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Description of "the said Avant Heritage – I & II Property" / "Scheme 1 Lands")

FIRSTLY: **ALL THAT** pieces and parcels of land or ground together with the structures standing thereon admeasuring about 1,115.2 square meters. bearing Plot No.26 (Part-1), Survey No. C.T.S. No.157, 157/1 to 55, of Village Majas, Taluka Andheri, lying, being and situate at Pratap Nagar, Jogeshwari East, K/East Ward, Mumbai 400060, within the Registration District and Sub-District of Mumbai City and Mumbai Suburban.

SECONDLY: **ALL THAT** pieces and parcels of land or ground together with the structures standing thereon admeasuring about 1,028.50 sq. mtrs. bearing Plot No.25 (Part-1) corresponding to C.T.S. No.158, 158/1 to 33, of Village Majas, Taluka Andheri, lying, being and situate at Pratap Nagar, Jogeshwari East, K/East Ward, Mumbai 400060, within the Registration District and Sub-District of Mumbai City and Mumbai Suburban.

THIRDLY: **ALL THAT** piece and parcel of land or ground together with the structures standing thereon admeasuring about 100 sq. mtrs. bearing C.T.S. No.192(pt) of Village Majas, Taluka Andheri, lying, being and situate at Pratap Nagar, Jogeshwari East, K/East Ward, Mumbai 400060, within the Registration District and Sub-District of Mumbai City and Mumbai Suburban.

FOURTHLY: **ALL THAT** piece and parcel of land or ground together with the structures standing thereon admeasuring about 1050 sq. mtrs. bearing C.T.S. No. 156D (Part), of Village Majas, Taluka Andheri, lying, being and situate at Pratap Nagar, Jogeshwari East, K/East Ward, Mumbai 400060, within the registration District and Sub-District of Mumbai City and Mumbai Suburban.

ALL THAT piece and parcel of land or ground together with the structures standing thereon admeasuring about 81 sq. mtrs. bearing C.T.S. No.192(pt) and 192/74(pt) of Village Majas, Taluka Andheri, lying, being and situate at Pratap Nagar, Jogeshwari East, K/East Ward, Mumbai 400060, within the registration District and Sub-District of Mumbai City and Mumbai Suburban



१८२-३८
१८/०८/२८
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२४

Promoter

२४

Purchaser 1

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Description of "the said Sixth Property / the Scheme 2 Lands")

All those pieces or parcels of land or ground bearing Plot No. 27 of the Jogeshwari Scheme, and now bearing C.T.S. No.153, 153/1 to 100 admeasuring 2,634.30 Sq. Mtrs. equivalent to 3150.62 Sq. Yds. all being and situate at village Majas, Taluka Andheri, Majaswadi, Jogeshwari East, K/East ward, Mumbai 400 060, along with the slum structures standing thereon within the registration district and sub-district of Mumbai City and Mumbai Suburban and bounded as under:

- ON or towards the North: CTS No. 156C, 156A, and 154
- ON or towards the South: CTS No. 159, 157/56, & 152A
- ON or towards the East: CTS No. 192 Existing Road, Majas Road
- ON or towards the West: CTS No. 192, Digambar Mhaskar Marg, CTS No. 156C.

THE THIRD SCHEDULE HEREINABOVE REFERRED TO:-

(Description of "the said Premises")

Premises being Flat No. 204, Wing - C on the 2nd floor admeasuring about 604 sq. Ft. RERA carpet area including Fungible F.S.I. in the said Proposed Residential / Commercial Building to be known as "Avant Heritage - III", along with exclusive user rights of 01 Stack in the Ground car parking system. The said car parking space shall be allotted by the promoters to the Allottee/s at any place in the said Larger Layout, at the sole discretion of the promoters. It is agreed and clarified that the allocation of the said car parking space may be undertaken even post handing over the possession of the said premises depending upon the completion of the amenity/building/ layout where the said car parking space is allocated by the premises acquires through their duly registered body, to be constructed on all those pieces and parcels of land as mentioned hereinabove in the First Schedule, situated at Village Majas, Taluka Andheri, at Jogeshwari (East), Mumbai: 400060



बदल - १८		
१८६८	७१	१६०
३०२४		

	
Promoter	Purchaser 1

WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR RESPECTIVE HANDS AND THE SEAL ON THE DAY AND YEAR FIRST HEREIN ABOVE MENTIONED.

COMMON SEAL OF THE WITHINNAMED)

M/s. AVANT HERITAGE - III REALTY PVT LTD)

Through Its Director)

MR. SUDEEP KUMAR SAHA)

PAN NO: AQCPS7214E)

The presence of:)

1.)

2.)



Saha

SIGNED AND DELIVERED by the)

Within named:" THE PURCHASER/S")

1. MR. GIRISHCHAND CHANDRAMANI PANDEY)

PAN NO: CPPPP0693L)

1.)

2.)



Pandey



बंदरा - १८		
१८८८	७२	१६०
२०२४		



Promoter	Purchaser 1
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RECEIPT

RECEIVED before the registration of the present Agreement for Sale the day and year first hereinabove written of and from the within named Purchaser/s the sum of Rs. 95,238/- (Rupees Ninety-Five Thousand Two Hundred Thirty-Eight Only).

As and by way of earnest money as mentioned)
Hereinabove to be paid by him/her/them to us.)

WITNESS:

1. 
2. 

WE SAY RECEIVED



Authorised Signatory



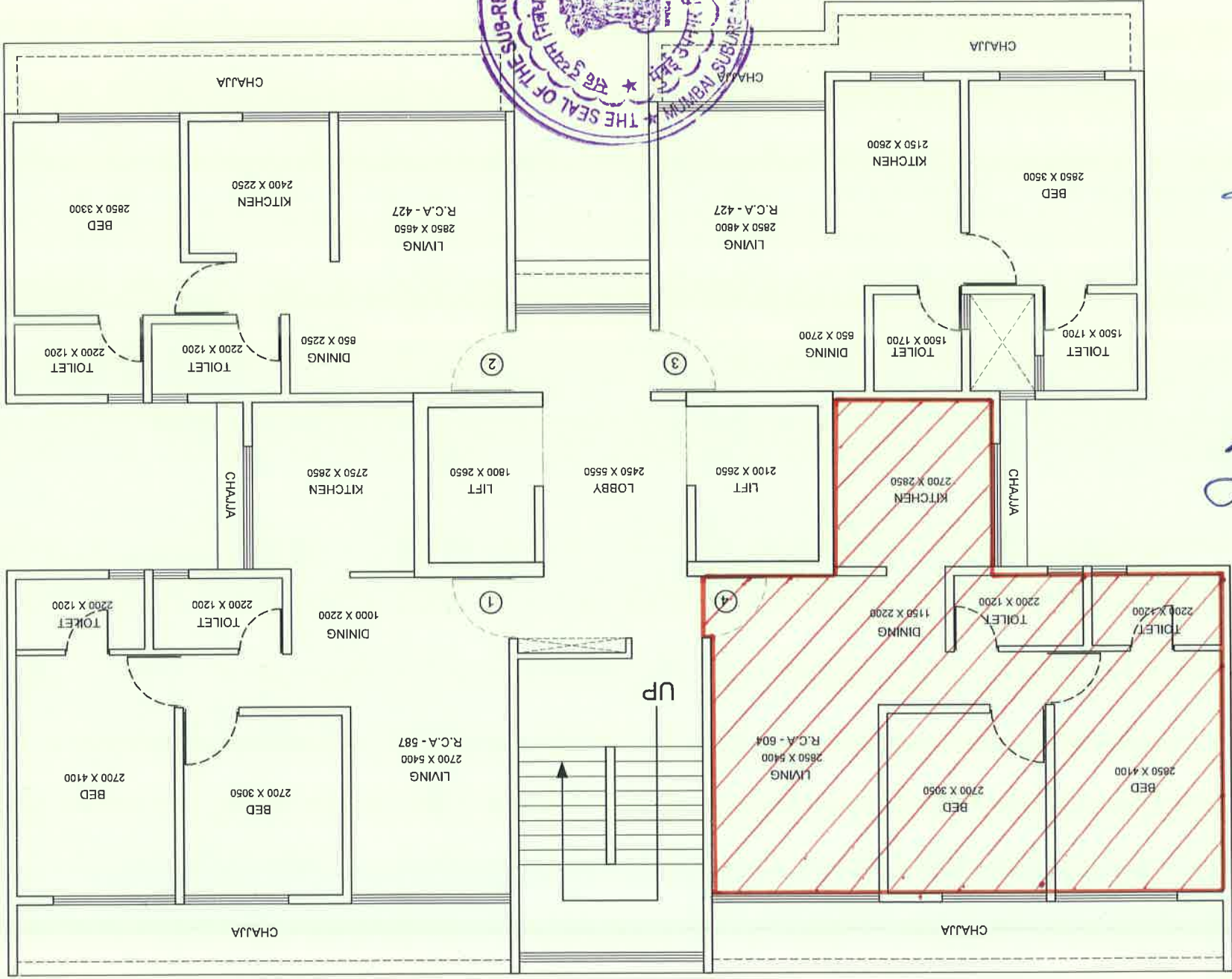
बदर - १८		
१८८८	०३	१६०
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Promoter	Purchaser 1

Annexure 'N'



2nd FLOOR PLAN (WING - C) FLAT NO. 204



Handwritten signatures and initials in blue ink.

बदर - १८
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बंदर - १८		
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पाने
२५६१-

अर्ज क्रमांक २४७२/१६
 अर्ज दाखल तारीख २६/४/१६
 अर्ज नकार तारीख २५/४/१६
 नकार कारण तारीख
 नकार कारण जो तारीख
 नकार उद्देश अर्ज के लिये ~~पुस्तक~~ पोचुने
 अर्ज नकार पुस्तकाल २५/४/१६

V. K. Konde
 दफ्तरदार

जिल्हा व सत्र न्यायालय ठाणे

12 MAY 2016



बदर - १८	
१८६२	००१६०
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REGISTRAR DIST. BANDRA
MUMBAI



बंदर - १८		
१८	१८	१८
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Decees.

Reg. Civ. Suit no. 54 of 1925

1. Mavilal Chhaganlal Paril aged about 40
business residing at Laxmi Nagar Khar
2. Ramchoddas Devedhand aged about 42
3. Haridas Vallabhdas aged about 54
Rameshdas K. Kulkarni
Mavilal P. Kodyakar about 43
4. Premji Negardas aged about 40
5. Radhondas Indaji aged about 43
6. Rajlal P. Bhandky aged about 49
7. Ganoder H. Valdiva aged about 46
8. Ratilal B. Candhi aged about 45
9. Girhananeker B. Trivedi aged about 54
10. Lalji B. Trivedi aged about 50
11. Dalpatram B. Trivedi aged about 48
12. Chhotalal H. Kothari aged about 40
13. Prajivandas Madhavji aged about 40
14. Mavilal Pratapsheky aged about 42
occupation of all business and Nos. 2 to 17
residing at Bombay & Banis by caste and
No. 1 residing at Laxmi Nagar Khar

versus



Plaintiffs

बदर - १८	
१८	१९०
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२१.१२.२०२४
पंजाब एजिडेंसि एंड रीजिस्ट्रार
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बंदर - २८		
५५०७	१०५०	
		२०२४

(2)

1. Ramkrishna Narayan Bijur Sarawat aged about 50 business residing at Calicut Francis Road Chola Puram P.O.
2. Manmohandas Jethabhai deceased by his heirs sons 1. Ishwardas Manmohandas 12
2. Rammiklal Manmohandas 10 Dania
by their guardian Premji Nagardas
Bazar guli Fort, Bombay
3. Mohanlal T. Suriya deceased by his heir his widow Dhan Gouri 20 Bania household Sonaji house Sandhurst Road Bombay
4. T.D.Pillay aged 55 Madras residing at Tanjore
5. Chimalal D.Sodagar 45 Bombay Share
Bazar

Filed on 22nd November 1928

Claim for jurisdiction ₹ 10000/-

" " Court fees ₹ 1382-8-0

The plaintiffs state as follows:-

1. Defendant No. 1 Ramkrishna Narayan Bijur conveyed an extensive piece of land at Kajas (Jogeshwar) as described in para 8 hereunder from one Tricundas Khimji and others for the consideration mentioned in the conveyance dated 20th January 1920.
2. After the said agreement he took the plaintiff's aged above as defendants for diverse consideration partners or sharers in the estate to the extent of the area shown against the name of each as in para 8 hereunder.
3. The object of the parties in the joint venture was to purchase this large area with a view to form a Housing Association and defendant No. 1 was the originator of the scheme, who entered



बदर - १८	
१८८२	८११६०
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Handwritten signature and text:
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बंदर - १८	
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(3)

into original agreement to purchase with Tricundas Khimayi and others, who secured the different shareholders partners and agreed with them what their shares were to be and for what consideration to be paid to him towards the purchase price he was paying to his vendors: plaintiff No. 1 was one of the partners in this venture and on request of defendant No. 1 the formal sale deed only was completed in his name on 20th January 1920.

4. The plaintiff No. 1 has on 30th April 1921 made a declarative by a deed duly registered that he held the total area of the land for himself and the parties bound to the extent of the interest of each proportionate to the area denoted against his name.

5. As there are no chances of the parties object or aim being ever realized in the near future. Plaintiff suggested just and equitable partition, but the defendants do not consent and hence Plaintiffs are obliged to file a suit to seek partition through Court. The defendants finally declined in 1920 and the cause of action arose at Rajas within the Special Jurisdiction of this Court in 1922.

6. Plaintiffs share will be 176400 sq yards out of 193600 sq yards and the assessment on plaintiffs share will be about ₹ 51 & 7½ times the assessment will be ₹ 382-9-0. There are caves, buildings and wells valuation of which is ₹ 1000 and the value for the purpose of Court fees is valued at ₹ 1582-4-0 for the purpose of jurisdiction plaintiffs share is valued at ₹ 100000. The description of the property purchased by plaintiffs by a conveyance dated 20th January 1920.

All those several pieces of parcels of Joravarri land being on the East side of Ghor Bunder Road and situated Turfa in the District of Malad in the Registration Sub District Thana Taluka South Salsette Zilla Bombay Suburban and bearing Survey Nos. &c. as follows:-

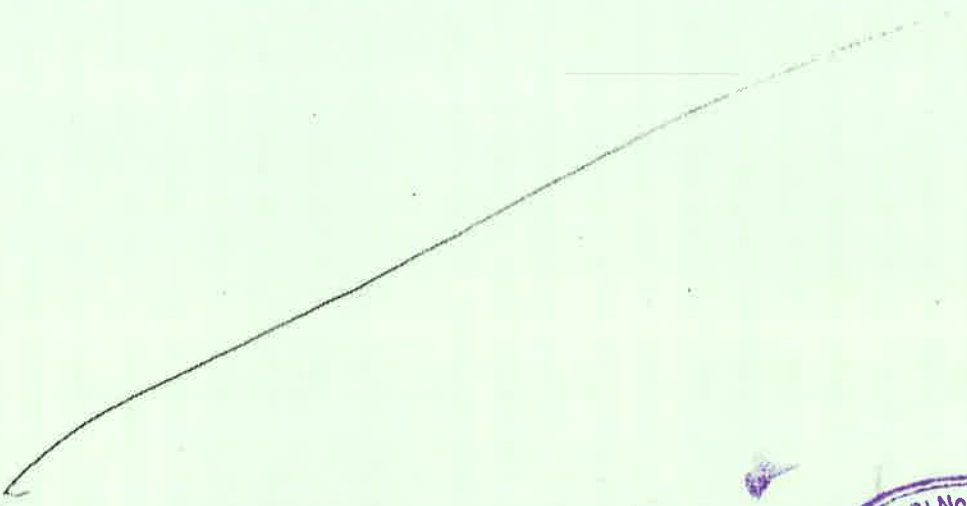


बंदर - १८		
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बदर - १८	
१८	१८
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(4)

(Vukas or Grass Land.)

Entry No.	Survey No.	Pot No.	Acre	Gunthas.
21	9	6	0	19
22	10	1	0	14
	10	2	0	12
	10	3	0	3
	10	4	0	3
	10	5	0	6
	10	6	0	5
26	11	4	11	30
27	12	1	0	3
27	12	2	0	3
27	12	3	0	7
29	13	1	1	8
110	59	6	0	35
111	59	7	0	0
114	60	1	3	39
			29	1

(Latty land)

10	1	5	112
12	1	0	32
12	2	0	32
12	4	1	282
12	5	0	51
23	6	0	92
12	7	0	352
60	1	1	14
		9	312
		29	1
		38	322

112 but according to measurement found to contain 41 acres and 152 gunthas including Kharaba land and Jogsakwari cases and bounded as follows:- On or towards the East by the Trust Settle-



वदर - १८
 १८८८ (१९) १६०
 २०२४

(5)

Settlement land bearing Survey No. 13 of Byramji Jeejeebhoy, partly by the Trust Settlement land bearing Survey No. 61 of -- Byramji Jeejeebhoy and partly by a water course called Nalla, north by the Trust Settlement land bearing survey No. 11 of -- Byramji Jeejeebhoy and partly by Land bearing Survey No. 7 of Lavdinbhai and South by the Trust Settlement land bearing Survey No. 59 of Byramji Jeejeebhoy and also partly by land of Ismail Mahomed and partly by a riverlet called Nalla.

8. The share of each partner in the land as agreed and stated in the declaration dated 30th April 1921.

1. Manilal Chhaganlal Baxi	35210 sq yards
2. Rameshchodas Devchand	4400 "
3. Haridas Vallabhdas	4400 "
4. Manilal A. Mody	21200 "
5. Premji sagardas	4400 "
6. Mansukhlal Chhaganlal	17600 "
7. Kameshian Indaji	4400 "
8. Vrijlal B. Gandhi	4400 "
9. Maganlal B. Gandhi	4490 "
10. Damodar R. Vaidya	4400 "
11. Ratilal B. Gandhi	8000 "
12. Girjashanker B. Trivedi	"
13. Lalji B. Trivedi	"
14. Dalpatram B. Trivedi	"
15. Chhotalal H. Kothari	"
16. Chunilal D. Sodagar	"
17. Pranjivardas Madhewji	"
18. P. Sunderrao	"
19. Jivatilal Pratapcey	30800 "
20. Ramkrishna Narayan Bijur	4000 "
21. Mannoandas Juthabhai	4400 "
22. Mohanlal T. Suriya	4400 "
23. T.D. Pillay	4400 "

9. Defendant No. 2 Mannoandas and defendant No. 3 Mohanlal T.



बदर - १८
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3/11/2024

पत्रिका क्र. १२३४
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बदा - १८		
१८	१६	
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श्री अ. १५२११६

(6)

Suriya are now dead and so their heirs are made as defendants.
10. Plaintiff pray

- (a) The property as described in para 7 be partitioned by notes and bounds amongst the plaintiffs in the proportionate of his shares of each as stated in para 8 above of the plaint.
- (b) All other rights of the parties arising during the pendency of the suit be adjourned and proper provision be made for management of the property and realisation of income till the final partition.
- (c) Costs of this suit be awarded.
- (d) All other orders suitable to the nature of the claim and the relief be passed.

This suit coming on this day for final disposal before Mr. N.M. Butti First Class Sub Judge in the presence of Mr. H.K. Deshpande Pleader for the plaintiffs and of defendant No. 2 in person other defendants experts, it is hereby declared that the shares of the parties are as under:-

Plaintiff 1	35210 square yards
Plaintiff 2	4400
Plaintiff 3	4400
Plaintiff 4	21200
Plaintiff 5	4400
Plaintiff 6	17600
Plaintiff 7	4400
Plaintiff 8	4400
Plaintiff 9	4490
Plaintiff 10	4400
Plaintiff 11	8000
Plaintiff 12	4000
Plaintiff 13	4000
Plaintiff 14	4000
Plaintiff 15	8000



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2/11/20

(7)

Plaintiff 16	4400 square yards
Plaintiff 17	50800 "
Defendant 1	4000 "
Defendant 2's heirs	4400 "
Defendant 3's heirs	4400 "
Defendant 4	4400 "
Defendant 5	4400 "
Defendant 6	4000 "

Parties do get their shares as above mentioned shares after partition by metes and bounds. The parties to pay the costs in proportion to their shares. Plaintiffs who have incurred the costs primarily to get the same.



Costs paid.

By the P.M.B. —

Stamp Rs. 895/-
 in law — £ 0-8-0
 in writs — £ 2-1-3
 Stamp of Rs. 32-8-0
 Plaintiff's share — Rs 580/-
 Plaintiff's share — Rs 710/-
 By the Plaintiff's share 709-1-3
 Plaintiff's share 1-1-1
 710-1-3



21-11-20

By the Plaintiff

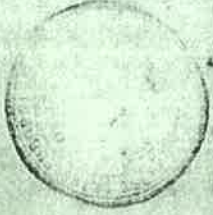
बकर - १८
रकम १९११०
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My wife: - Nil -

Given bonds by hand

and of the land - this 7th day of April 1930

Mine
chra



Ganeshkumar
F. Subbaraj.

My wife's hand

My wife's hand



जायफिकत करणार.....
रुजदात करणार.....

सुनील जगदीश
पं. सुनील
प्लॉट नं. ३८७/६०
जिल्हा नं. २०१२४
(स्वायत्ताय विभाग) ठाणे
२०/४/३०

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SLUM REHABILITATION AUTHORITY

No.:SRA/ENG/1114/KE/PL/LOI

Date: 14 JUN 2022

1. Architect : K. Zaman of M/s Daddy & Associates
14/B, Binçye Society, 51, Hill Road,
Bandra (W), Mumbai - 400050.
2. Developer: : 1) Aishwarya Avant Builder LLP
2) M/s Avant Heritage-III Realty LLP
3) M/s Avant Heritage -IV Realty LLP
3. Society : 1) "Raj Complex-SRA CHS Ltd."
2) "MauliMajaswadi SRA CHS (Proposed)"
3) "AvantVaishnaviVastu SRA CHS (Proposed)"

Sub: Proposed amalgamation of non-slum plot bearing C.T.S No.192 (pt.), 192/74 (pt.) of Village Majas-2, taluka Andheri Jogeshwari (East) under Reg. 30 with orgoing shum S.R. Scheme on plot bearing C.T.S No. 156-D (pt.), 157, 157/1 to 55, 158, 158/1 to 33 & 192 (pt.), 153,153/1 to 100, 150, 150/1 to 35,151,151/1 to 29 of village Majas, Jogeshwari (East), under Reg. 33(10) Mumbai - 400 060.

Ref: SRA/ENG/1114/KE/PL/LOI

Gentleman,

With reference to the above mentioned Slum Rehabilitation Scheme and on the basis of documents submitted by applicant, this office is pleased to issue in principle approval to the scheme in the form of this **Revised Letter of Intent (LOI)** subject to the following conditions.

1. This Letter of Intent is issued on the basis of plot area certified by the Architect.
2. That all the conditions of last approved LOI under SRA/ENG/1114/KE/PL/LOI dated 26/08/2021 shall be complied with. This Letter of Intent is issued on the basis of plot area certified by the Architect and the Annexure - II issued by Competent Authority and other relevant documents.
3. This LOI is valid for the period of 3 (three) months from the date of issue. However, if IOA/CC are obtained for any one bldg. of the project then this LOI will remain valid till validity of IOA/CC.



Administrative Building, Prof. Atant Kanekar Marg, Bandra (East), Mumbai - 400 051.
Tel.: 2656 5800, 2659 0405 / 1079. Fax : 022-2659 0457, Email: info@sra.gov.in

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SRA/ENG/1114/KE/PL/LOI

4. The built-up area for sale and rehabilitation shall be as per the following scheme parameters. In the event of change in area of plot, the parameters shall be revised from time to time.

SCHEME PARAMETER

Sr No	Description	Previous LOI						Now Proposed Revised		
		Scheme 1		Scheme 2		Total after Amalgamation A+B	Clubbing Scheme no. 3 C.T.S. No. 150, 151 33(10)	Slum area (in sq.mt.)	Non-slum Area (in sq.mt)	Total
		C.T.S. Nos. 156,157,158	Slum (A)	Slum (B)	C.T.S. No. 153					
1	Plot Area	Non-slum 32	33(10)	33(10)	3	2+3=4	6	7	6+7=8	
		775.70	2518.00	2634.30	2634.30	5:52.30	6829.60	856.70	7686.30	
							2518.00	775.70	3293.70	
							2634.30	81.00	2715.30	
							6829.60	856.70	7686.30	
2	Deduction for a) Setback	--	124.50	35.00	35.00	159.50	188.50	81.00	269.50	
							124.50	81.00	205.50	
							35.00	-	35.00	
							29.00	-	29.00	
3	Total (a)	--	124.50	35.00	35.00	159.50	188.50	81.00	269.50	
4	Balance plot area (1-3)	775.70	2393.50	2599.30	2599.30	4992.80	6641.10	775.70	7416.80	
5	Deduction for a) 15% R. G. if deductible	-	-	-	-	-	-	-	-	
6	Net plot area (4+5a)	775.70	2393.50	2599.30	2599.30	4992.80	6641.10	775.70	7416.80	
7	Addition for FSI purpose: a) Setback	--	124.50	35.00	35.00	159.50	188.50	81.00	269.50	
8	Plot area for FSI computation (6+7)	--	2518.00	2634.30	2634.30	5:52.30	6829.60	856.70	7686.30	
8a	Plot area for FSI computation (6+7)	775.70	2518.00	2634.30	2634.30	5:52.30	6829.60	856.70	7686.30	
9	Maximum FSI permissible on plot (Resitu)	2.2**	*	*	*	*	-	2.2	-	
	Non Slum Sale	-	-	-	-	-	-	-	-	
		775.70	-	-	-	-	-	775.70	775.70	
	b) TD8 2.75% area obtained of (1)	542.99	-	-	-	-	-	542.99	542.99	
	c) Additional FSI @ 50% of (1)	387.85	-	-	-	-	-	387.85	387.85	
	Total (b+c+d)	1706.54	-	-	-	-	-	162.00	162.00	
	Total Non-slum area for sale	1706.54**	-	-	-	-	-	1868.54	1868.54	



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12	Rehab built-up area	-	3532.01	7191.24	7026.14	14132.50	-	14132.50
13	Amenity BUA & Cornm. Passage	-	596.49	952.05	2393.45	3473.26	-	3473.26
14	Rehab component (12+13)	-	4128.50	8143.29	9419.59	17605.76	-	17605.76
15	Incentive FSI (1.05 x 14)	-	4334.92	8550.44	9890.56	18486.04	-	18486.04
16	Total BUA for the project (12+15)	-	7866.93	15741.68	16916.70	32618.54	-	32618.54
17	Total FSI Sanctioned for project (16/8)	-	3.124	2.989	10.085	4.776	-	-
18	Total sale area (1)	1706.54	4334.92	8550.44	9890.56	18486.04	1868.54	20354.58
19	Total BUA Rehab + Sale	1706.54	7866.93	15741.68	16916.70	32618.54	1868.54	34487.08
20	Total Rehab BUA in Scheme 1&2	-	3532.01	7191.24	-	7073.44	-	7073.44
21	Total Rehab BUA in scheme no.3	-	-	-	7026.14	7059.06	-	7059.06
22	Total Rehab BUA in Scheme No. 1 to 3.	-	-	-	-	14132.50	-	14132.50
23	Total amenities, common passage area in scheme no.1 & 2	-	596.49	952.05	-	1079.81	-	1079.81
24	Total amenities, common passage area in scheme no.3	-	-	-	2393.45	2393.45	-	2393.45
25	Total Amenities & passage in scheme No. 1 to 3	-	-	-	-	3473.26	-	3473.26
26	Total sale in scheme no. 1 & 2 (18)	-	4334.92	8550.44	-	9033.53	-	9033.53
27	Total sale BUA scheme no.3	-	-	-	9890.56	9452.51	-	9452.51
28	Total sale in scheme 1 to 3	-	-	-	-	18486.04	-	18486.04
29	Total sanctioned FSI in scheme No. 1 to 3. (22+27).	-	-	-	-	32618.54	-	32618.54
30	FSI consumed (29/8)	-	-	-	-	4.78	-	-
31	Total tenement	-	-	-	-	319	-	-
	a) Residential	-	-	-	-	216	-	-
	b) Commercial	-	-	-	-	12	-	-
	c) R/C	-	-	-	-	01	-	-
	Total Tenements (f)	-	-	-	-	229	-	-
	d) FAP	-	-	-	-	127	-	-
	Resl. Total (H)	-	-	-	-	127	-	-



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e) Provisional PAF		Residential					71	71
		Commercial					18	18
		R/C					01	01
		Total (iii)					90	90
	f) Total (i) + (ii) + (iii)					446	446	
	g) Balwadi					03	03	
	h) Welfare Centre					03	03	
	i) Society Office					03	03	
	j) Amenities					05	05	
	k) Community hall					--	--	
	l) Total					460	460	
32	After Clubbing Rehab built-up area					14132.50	14132.50	
	Amenity BUA & Commun. Passage					3473.26	3473.26	
	Rehab component (12+13)					17605.76	17605.76	
	Incentive FSI (1.05 x 14)					18486.04	18486.04	
33	After clubbing the sale area in scheme.	2212.15	2574.31	4736.46	9890.56			
		4334.92	4215.52	8550.44	15104.10			
		6547.07	6739.33	11336.90	4786.46			
34	Total Tenements Proposed					303	303	
	a) Residential					208	208	
	b) Commercial					14	14	
	c) R/C					01	01	
	Total Tenements (i)					223	223	
d) PAI Residential						127	127	
	Commercial					-	-	
	R/C					-	-	
	Others					-	-	
	Total (ii)					127	127	
e) Residential						79	79	
	Commercial					16	16	
	R/C					01	01	
	Total (iii)					96	96	
	Total (i) + (ii) + (iii)					446	446	
	Total (i) + (ii) + (iii) + (iv) + (v) + (vi) + (vii) + (viii) + (ix) + (x) + (xi) + (xii) + (xiii) + (xiv) + (xv) + (xvi) + (xvii) + (xviii) + (xix) + (xx) + (xxi) + (xxii) + (xxiii) + (xxiv) + (xxv) + (xxvi) + (xxvii) + (xxviii) + (xxix) + (xxx) + (xxxi) + (xxxii) + (xxxiii) + (xxxiv) + (xxxv) + (xxxvi) + (xxxvii) + (xxxviii) + (xxxix) + (xxxx) + (xxxxi) + (xxxxii) + (xxxxiii) + (xxxxiv) + (xxxxv) + (xxxxvi) + (xxxxvii) + (xxxxviii) + (xxxxix) + (xxxxx) + (xxxxxi) + (xxxxxii) + (xxxxxiii) + (xxxxxiv) + (xxxxxv) + (xxxxxvi) + (xxxxxvii) + (xxxxxxviii) + (xxxxxxix) + (xxxxxxx) + (xxxxxxxi) + (xxxxxxxii) + (xxxxxxxiii) + (xxxxxxxiv) + (xxxxxxxv) + (xxxxxxxvi) + (xxxxxxxvii) + (xxxxxxxviii) + (xxxxxxxix) + (xxxxxxxix) + (xxxxxxxix) + (xxxxxxxix)							



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5. This LOI is issued on the basis of documents submitted by the applicant. If any of the document submitted by Architect / Developer / Society or Owner are proved fraudulent/misappropriated before the Competent Court/HPC and if directed by Competent Court /HPC to cancel the LOI, then the LOI is liable to be cancelled and concerned person/Society /Developer/Architect are liable for action under version provision of IPC 1860 and Indian Evidence Act.1872.

6. Details of land ownership: -

a) As regards ownership of plot, it is owned by Private owner.

7. The Developer shall pay Rs. 40,000/- per tenement towards Maintenance Deposit as per clause 9.1 Reg. 33(10) of DCPR 2034. and shall also pay Infrastructural Development charges 2% of Ready Reckoner prevailing on the date of issue of LOI per sq.mt. to the Slum Rehabilitation Authority as per Clause 9.2 Reg. 33(10) of DCPR 2034.

8. The Developer shall hand over PAP tenements if any within three months after grant of OCC, generated in the S.R. Scheme after finalization of eligibility, before granting OCC to Sale building. The said PAP tenements as mentioned in salient features condition no. 3 above be handed over to the Slum Rehabilitation Authority/MHADA/MCGM or any designated Govt. Authority for Project Affected Persons, each of carpet area 27.88 sq.mt. free of cost.

The PAP tenements shall be marked as a PAP tenement on front doors prominently. After completion of the building, PAP tenements shall be protected by the developer at his cost till handing over to the concerned authority by providing security guards etc.

9. The Amenity Tenements as mentioned in salient features condition no.3 shall be handed over within 30 days from the date of issue of OCC of Composite bldg. & handing over / Taking over receipt shall be submitted to SRA by the developer.

Sr. No.	Amenity	Amenity handed over to
1	Bakwadi	Handed over to the women and Welfare Department, Government Maharashtra.
2	Society office	Handed over to the slum dwellers society.
3	Welfare Centre	Handed over to the slum dwellers society.
4	Amenity 1	Handed over to the slum dwellers society.
5	Amenity 2	Handed over to the slum dwellers society.



10. The conditions if any mentioned in certified Annexure-II issued by Competent Authority, it shall be complied and compliances thereof shall be submitted to this office in time.

11. The Developer shall rehabilitate all the additional hutment dwellers if declared eligible in future by the competent Authority, after amending plans wherever necessary or as may be directed.

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12. If it is noticed regarding less land premium is charged then the difference in premium paid and calculated as per the revised land rate shall be paid by the developer as per policy.
13. The Developer shall complete the rehab component of project within the stipulated time period from the date of issue of CC to 1st rehab building as mentioned below :-
- | | |
|---------------------------------------|--------------|
| Plot area up to 4000 sq.mt. | → 36 months. |
| Plot area between 4001 to 7500 sq.mt. | → 60 months. |
| Plot area more than 7500 sq.mt. | → 72 months. |

In case of failure to complete the project within stipulated time period the extension be obtained from the CEO/SRA with valid reasons.

14. The Developer/Chief Promoter shall register society of all eligible slum dwellers to be re-housed under Slum Rehabilitation Scheme before issue of CC. After finalizing the allotment of Project Affected Persons (PAP) by the Competent Authority they shall be accommodated as members of registered society.
15. The Developer, Architect shall submit the duly notarized Indemnity Bond on Rs.200/- non-judicial stamp papers indemnifying the Slum Rehabilitation Authority and its officers against any kind of dispute, accident on site, risks or any damages or claim arising out of any sort of litigation with the slum dwellers / property owners or any others before IOA in a prescribed format.
16. The Developer shall not block existing access/easement right leading to adjoining structures/users and shall make provision of adequate access to the adjoining land locked plot, if any, free of cost and the same shall be shown on layout plan to be submitted for approval on terms and conditions as may be decided by Slum Rehabilitation Authority.
17. A) The Society/Developer/Architect shall display the copy of approved LOI and list of Annexure-II on the notice board of Society and/or in the area at conspicuous place. The photo of such notices pasted shall be submitted to concern Ex.Engineer (SRA) within a period of two weeks from the date of this LOI.
- B) That Developer/society shall give wide publicity by way of advertisement in a prescribed format for the approval of S. R. scheme at least in one local Marathinewspaper in Marathi script & English newspaper in English script and copy of such newspapers shall be submitted to concern Ex. Engineer within two months from the date of LOI.
- The IOA/Building plans will be approved in accordance with the modified Development Control Regulations and prevailing rules, policies and conditions at the time of approval.
- If the land under this scheme is belonging to Govt./MHADA/ MCGM, the Public Authority is requested to grant NOC for the Slum Rehabilitation Scheme within a period of 60 days from the date of intimation of this



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approval, else the provision of clause No 2.8 of reg. 33 (10) of DCPR-2034 are applicable.

20. The Arithmetical error/ typographical error if any revealed at any time shall be corrected on either side.
21. That proper safety measures like barricading, safety net etc. shall be taken on site during construction work as maybe necessary depending upon the type of work and the developer along with their concerned technical team shall be solely responsible for safety.
22. That you shall rehouse the eligible slum dwellers as per the list certified by the Addl. Collector by allotting them residential tenements of carpet area of 27.88 sq.mt. and/or residential-cum-commercial of carpet area of 27.88 sq.mt. and /or commercial tenements as per the area mentioned in certified Annexure-II issued by Competent Authority or the carpet area of 20.90 Sq.mt., whichever is less, free of cost and constructing the same as per building specifications/norms/building bye-laws.
23. That S.R. Scheme has been approved taking all slum dwellers into consideration as per *certified slum plan and Draft Annexure-II*, and per provisions of Cl. 3.12 (C) of Regulation no. 33(10) of DCPR-2034, if number of slum dwellers declared eligible finally by Competent or Appellate Authority are less than rehab tenements so constructed under any Slum Rehabilitation Scheme then remaining tenements shall be used by Slum Rehabilitation Authority for the purpose of rehabilitating non-protected occupants before 1st January 2011. Thereafter remaining tenements if any, shall be used for the purpose of transit tenements or PAP or for pavement dwellers in slum rehabilitation area or non-protected occupants 1st January 2011 from other slums and distribution would be done as per policy decided by the Government of Maharashtra or slum dwellers from other areas and its distribution may be done as per policy decided by Government of Maharashtra. Accordingly, the scheme parameters shall be revised as per final eligibility before approval of last sale building in the S.R. Scheme.
24. That the work shall not be carried out between 10.00 pm to 6.00 am, only in accordance with Rule 5A(3) of Noise Pollution (Regulation & Control) Rules 2000 & the provisions of Notification issued by Ministry of Environment & Forest Dept.
25. That you shall register the said project with MAHA-RERA & submit the certificate to this office for office record.
26. That Developer shall ensure compliance of the provision of building & other construction worker (Regulation & Employment and condition of service) Act, 1996 and submit documentation to that effect in order to comply various order of Hon'ble Supreme Court of India in IA 127961/2015 & SWM (c) No(s) 1/2015.
27. That you shall submit Registered Undertaking stating therein that, the adequate safety measures shall be taken during entire construction activity



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as per the recommendation of Registered Structural Consultant & Geotechnical Consultant & or any other Consultant required as per specific site conditions. The entire responsibility in this regard shall vest with the Developer.

28. That the structural design of buildings having height more than 24m shall be got peer reviewed from another registered structural engineer the certification of structural stability (per review) from competent Government/Semi- Government Reputed Technical institutions such as IIT, VJTI / Registered structural engineer etc.

29. That you shall submit the Registered Undertaking for not to misuse / parking tower systems & the buyers/society members will not blame CEO (SRA) & it's staff for failure of mechanical parking system in future.

30. High Rise Building :

- a. That you shall appoint Project Management Consultant with prior approval of Dy.Ch.Eng. (S.R.A.)/E.E. (S.R.A.) for implementation / supervision / completion of S.R. Scheme.
- b. The Project Management Consultant appointed for the scheme shall submit quarterly progress report to Slum Rehabilitation Authority after issue of LOI.
- c. That the developer shall execute tri-partite Registered agreement between Developer, Society & Lift Supplying Co. or maintenance firm for comprehensive maintenance of the electro mechanical systems such as water pumps, lifts, etc. for a period of ten years from the date of issue of Occupation Certificate to the Rehabilitation / Composite building.

Entire cost shall be borne by the developer and copy of the registered agreement shall be submitted to S.R.A for record before applying for Occupation Certificate including part O.C.

d. The third party quality auditor shall be appointed for the scheme with prior approval of Dy. Ch. Eng. (S.R.A.) / E.E. (S.R.A.) for quality audit of the building work at various stages of the S.R. Scheme.

e. That the developer shall install fire-fighting system as per requirements of C.F.O. and to the satisfaction of this department. The developer shall execute tri-partite Registered agreement between Developer, Society & Fire Fighting equipment supplying Co. and/or maintenance firms for comprehensive maintenance for a period of ten years from the date of issue of occupation certificate to the building.

Entire cost shall be borne by the developer and copy of the Registered Agreement shall be submitted to S.R.A for record before applying for Occupation Certificate including part O.C.

That the structural design of buildings having height more than 24m shall be got peer reviewed from another registered structural engineer / educational institute.

That you shall execute standard format of individual agreement to be submitted to SRA as per Circular No.SRA/LA/DESK-1/T.L.2/450 dtd. 26/04/2016.



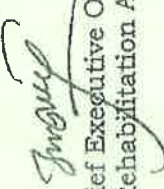
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SRA/ENG/1114/KE/PL/LOI

32. That you shall fix CCTV cameras on site in the building under construction with feed to SRA server as per the direction & specification of SRA.
33. As per the Circular No.137, you shall pay charges of identity card of eligible slum dwellers/lottery.
34. As per the Circular No.138, you shall pay the Structural Audit Fees as per the SRA policy.
35. That you shall pay the non-refundable Legal charges as per office order u/no. SRA/LA/Office Order/126/2016 dtd. 22/02/2016 before issuance of further approvals.
36. That you shall construct tenements in shear wall technology as per Circular No.154.
37. That the compliance of all the conditions in circular dt.28/08/2019 issued by GOM relevant to amendment in sec. 15A of slum act 1971, shall be complied with.
38. The Developer shall submit various NOCs including that from MOEF as applicable from the concerned authorities in the office of Slum Rehabilitation Authority from time to time during the execution of the S.R. Scheme.

If applicant Society/Developer/Architect are agreeable to all these conditions, then may submit proposal for approval of plans separately for each building, in conformity with the DCPR 2034 in the office of the undersigned within 90 days from receipt of this LOI.

Yours faithfully,


for Chief Executive Officer
Slum Rehabilitation Authority

(Hon'ble CEO (SRA) has approved the Revised LOI)





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SLUM REHABILITATION AUTHORITY

Administrative Building, Anant Kanekar Marg, Bandra(E), Mumbai: 400051

Intimation of Approval under Sub regulation of Regulation 33(10) Development Control and Promotion Regulations - 2034 For Grater Mumbai

No. SRA/ENG/KE/PVT/0103/20059609/AR/COM-3 Dated: 31 MAY 2021

Composite Bldg. No.03

To, M/s. Aishwarya Avant Builders LLP

M/s. Avant Heritage-III Realty LLP

M/s. Avant Heritage-IV Realty LLP

522, The Sumit Business Bay, Andheri-Kurla Road, Andheri (East), Mumbai-400 069.

With reference to your Notice, letter u/no. 000071 dated 10/09/2020 and delivered on 10/09/2020 and the Plans Sections Specifications and Description and further particulars and details of your building at Composite Bldg. No.03 on plot bearing CTS No.156-D(pt). 157, 157/1 to 55, 158, 158/1 to 33 & 192 (pt) and Scheme No.2 plot bearing CTS No.153, 153/1 to 100 with ongoing scheme No.3 on plot bearing CTS No. 150, 150/1 to 35, 151, 151/1 to 29 of Village Majas, Jogeshwari (E), Mumbai-60. furnished to me under your letter, dated 10/09/2020 I have to inform you that the proposal of construction of the building of work proposed to be erected or executed is hereby approved under Section 45 of the Maharashtra Regional & Town Planning Act, 1966 as amended up-to-date subject to the following conditions :

A. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE COMMENCEMENT OF THE WORK UPTO PLINTH LEVEL


- A.1) That the Commencement Certificate under section 44/69 (1) of the MP Act shall be obtained before starting the proposed work.
- A.2) That the compound wall shall be constructed, after getting the plot demarcated from the concerned authority, on all sides of the plot clear of the 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 DCPR 2034 Regulation No. 37 (24).
- A.3) That the structural Engineer shall be appointed, and the Supervision memo as per Annexure - 5 of DCPR - 2034 shall be submitted by him.
- A.4) That the Structural design and calculations for the proposed work accounting for system analysis as per relevant IS code along with plan shall be submitted before C.C.



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Subject to your so modifying your intention as to comply the aforesaid mentioned conditions and meet by requirements. You will be at liberty to proceed with the said building or work at any time before the _____ day of _____ 20 _____ but not so as to contravene any of the provisions of the said Act as amended as aforesaid or any rule, regulations of bye-law made under that Act at the time in force.

Your attention is drawn to the special Instructions and Notes accompanying this Intimation of Approval


3/15/21

Executive Engineer, (S.R.A.)

SPECIAL INSTRUCTIONS

- (1) IN CASE OF PRIVATE PLOTS THIS INTIMATION OF APPROVAL GIVES NO RIGHT TO BUILD UPON LAND WHICH IS NOT YOUR PROPERTY
- (2) Under Section 151 & 152 of M.R & T.P. Act 1966, as amended the Chief Executive Officer, Slum Rehabilitation Authority has empowered the Dy.Ch. Engineer (S.R.A.)/ Executive Engineer (S.R.A.) to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the C.E.O. (S.R.A.) by section of the said Act.
- (3) Proposed date of commencement of work should be communicated to this office.
- (4) One more copy of the block plan should be submitted to the Collector, Mumbai / Mumbai Suburbs District as the case may be.
- (5) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector, Mumbai/ Mumbai Suburban District before the work is started. The Non- agricultural assessment shall be paid at the rate 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 Approval

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- 5) That the minimum plinth height shall be 30 cm above the surrounding ground level or in areas subject to flooding the height of plinth shall be at least 60 cm. above the high flood level.
- 6) That the low lying plot shall be filled up to a reduced level of atleast 92 T.H.D. or 15 cm. above adjoining road level whichever is higher with murum, earth, boulders etc. and shall be leveled. rolled, consolidated and sloped towards road.
- 7) That the internal drainage layout shall be submitted & got approved from concerned Asst. Engineer (SRA) and the drainage work shall be executed in accordance with the approved drainage layout.
- 8) That the existing structure proposed to be demolished shall be demolished with necessary phase program by executing agreement with eligible slum dwellers.
- 9) That the Registered site supervisor through Architects/Structural Engineer shall be appointed before applying for C.C. & quarterly report from the site supervisor shall be submitted through the Architect/Structural Engineer certifying the quality of the construction work carried out at various stages of the work.
- 10) That no construction work shall be allowed to start on the site unless labour insurance is taken out for the concerned labours and the same shall be revalidated time to time. And the compliance of same shall be intimated to this office.
- 11) That the Registered Undertaking from the Developer and Society shall be submitted for the following
 - i) Not misusing part/pocket terrace.
 - ii) Not misusing stilt.
 - iii) Not misusing Refuge Area.
 - iv) To demolish the excess area if constructed beyond permissible F.S.I.
 - v) Handing over setback land free of compensation alongwith the system plan.
 - vi) Not misusing fitness centre & handing over the fitness centre to the society of occupants of the building u/ref.
 - vii) Not to misuse Puzzle/Mechanical and Stack parking system shall be equipped with electric sensor devices & also proper precaution & safety majors shall be taken to avoid mishaps & maintenance shall be done regularly.
 - viii) Not to misuse the entrance lobby.
 - ix) That condition for inadequate maneuvering space for car parking to be included in the sale agreement of prospective buyers & no complaints to SRA in this regards will be made in future & to incorporate a condition in sale agreement informing the prospective buyers regarding inadequate maneuvering space for car parking has been approved in the building u/ref. & that



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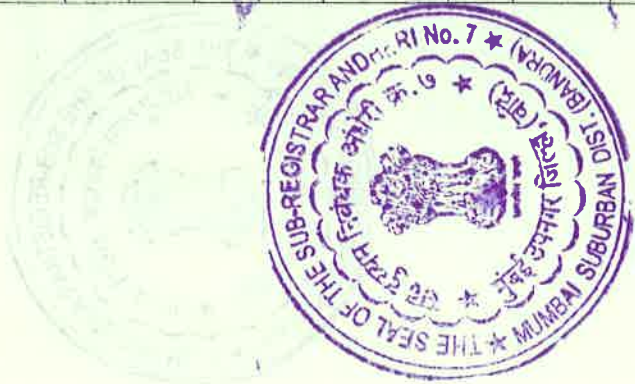
no claims/damages/risks will be maid against CEO (SRA) & its staff in this regards.

- x) That the buyers / member will not be held liable to SRA for inadequate/sub standard sizes of rooms in future.
- xi) That the buyers / member will not be held liable to SRA for deficient open spaces in composite building.
- xiii) That the buyers / member will not be held liable to SRA for failure of mechanical parking system in future.

12) The Structural designs and the quality of materials and workmanship shall be strictly as per conditions laid down in Regulation 45 of DCPR 2034 amended up to date.

13) That you shall submit the NOC's as applicable from the following concerned authority in the office of Slum Rehabilitation Authority at a stage at which it is insisted upon by the concerned Executive Engineer (SRA).

Sr. No.	NOC's	Stage of Compliance
1	A.A. & C. F/N' ward	Before Plinth C.C. of building u/ref.
2	H.E. from MCGM	Before Plinth C.C. of building u/ref.
3	Tree Authority	Before Plinth C.C. of building u/ref.
4	Dy. Ch. Eng.(SWD) E.S./W.S./City i) Regarding Internal SWD ii) Regarding Training of Nalla.	Before Further C.C. of building u/ref. Before Further C.C. of building u/ref.
5	Dy. Ch. Eng.(S.P.) (P & D)	Before Further C.C. of composite building u/ref.
6	Dy.Ch.Eng.(Roads) E.S./W.S./City	Before Plinth C.C. of building u/ref.
7	P.C.O.	Before Plinth C.C. of building u/ref.
8	BEST / TATA / Reliance Energy / MSEB / Electric Co.	Before Further C.C. of building u/ref.
9	NOC's from MTNL-Mumbai regarding required area & location for installation of telephone concentrator's room.	Before O.C.C. of building u/ref.
10.	Civil Aviation Authority	Before Further C.C. of building u/ref.
11.	E.E. (M&E) of MCGM	Before Further C.C. of building u/ref.
12.	E.E. (T&C) of MCGM for Parking Layout	Before Further C.C. of building u/ref.
13.	CFO	Before Further C.C. of building u/ref.



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- 14) That the design and construction of proposed building will be done under supervision of Registered Structural Engineer as per all relevant I.S. Codes including seismic loads as well as under the supervision of Architect and Licensed Site Supervisor.
- 15) That the regular/sanctioned/proposed lines & reservation will be got demarcated at site through A.E. (Survey)/E.E. (T. & C.)/E.E. D.P./DILR before applying for C.C.
- 16) That the regular /sanctioned /proposed lines & reservation will be got demarcated at site & addition copy of plan shall be submitted for agreeing to handover the set back land free of compensation & set back handing & that the setback handing over certificate will be obtained from Asst. commissioner, that ownership of setback land will be transferred in name of MCGM.
- 17) That all the cantilever projections shall be designed five times of load as per I.S. code 1993-2002 This also includes the column projecting beyond terrace & carrying OHWT etc.
- 18) That you shall be asked unless payment of advance for providing treatment at construction site to prevent epidemics like dengue, Malaria etc. is made by insecticide officer of concern ward office & provision shall be made as and when required by Insecticide officer for inspection of water tanks by providing safe but stable ladder etc. & requirements as communicated by insecticide office shall be complied.
- 19) That the structural members below the ground level shall be designed considering the effect of chlorinated water, sulphur water, seepage water etc. & any other possible chemical effect & due care while constructing the same will be taken & completion certificate to that effect shall be insisted before granting further C.C. beyond plinth.
- 20) That you shall submit the indemnity Bond indemnifying the Rehabilitation Authority and its officers against any accident or risks or any damages or claim arising out of any sort of litigation from the slum dwellers / property owners or any others before IOA.
- 21) That you shall provide rent for shifting from site or transit accommodation to the slum dwellers with requisite amenities required to be shifted for construction of proposed building, the permanent tenements are allotted and possession is given completely all formalities and existing amenities shall be maintained in sound working condition till slum dwellers are re-housed in the proposed rehabilitation tenements.
- 22) That you shall obtain the permission for construction of the temporary transit accommodation from Slum Rehabilitation Authority along with the phased development programme and the list of the eligible slum dwellers shifted in the transit camp or shifted on rental basis duly signed by Developer & Committee members with date of their



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displacement from their existing huts shall be submitted before requesting C.C. for Rehab bldg.

- 23) That you shall incorporate necessary condition in sale agreement of sale flat owners that, they will not blame SRA for inadequate/sub standard sizes of rooms in future & the prospective buyers will be made aware of the same & no claims /damages / risks will be made against CEO(SRA) & its staff with regards to the same. A copy of sale agreement will have to submit before granting plinth C.C. to building u./ref.
- 24) That you shall incorporate necessary condition in agreement for sale of sale tenements that the sale building is constructed with deficient open space & the prospective buyers will be made aware of the same & no claims /damages / risks will be made against CEO(SRA) & its staff with regards to the same. A copy of sale agreement will have to submit before granting plinth C.C. to building u./ref.
- 25) As per the circular SRA/Eng/2364 of 29.5.2008, it is directed to impose the following for High Rise Building:
- To appoint the Project Management Consultant and third party Quantity auditor for the supervision and quality audit of high rise building at various stages. The Project Management Consultant appointed for the scheme shall submit quarterly progress reports to Slum Rehabilitation Authority.
 - To insist upon Developer to enter into tri-partite Registered agreement between Developer, Society & Lift Supplying Co. or maintenance firm for comprehensive maintenance of the electro mechanical systems such as water pumps, lifts, etc. for a period of ten years from the date of issue of Occupation Certificate to the High-rise Rehab building.
 - Entire cost shall be borne by the developer and copy of the registered agreement shall be submitted to S.R.A for record before applying for Occupation Certificate including part O.C.
 - To insist the developer to install fire fighting system as per requirements of C.F.O. and to the satisfaction of this department. The developer shall execute tri-partite registered agreement between Developer, Society & Fire Fighting equipment supplying Co. and/or maintenance firms for comprehensive maintenance for a period of ten years from the date of issue of occupation certificate to the High-rise Rehab/Composite building.
 - Entire maintenance cost shall be borne by the developer and copy of the Registered Agreement shall be submitted to S.R.A for record before applying for Occupation Certificate including part O.C.
 - To insist upon Developer to get the structural design of buildings having height more than 24-m peer reviewed from another registered structural engineer / educational institute.
 - As per recent policy guidelines sanctioned u/no. SRA/ENG/3371 dated 15/06/2008, quality audit of buildings proposed in the scheme will be insisted and condition to that effect is incorporated in draft LOI.



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- h. The third party quality auditor shall be appointed for the scheme with prior approval of Dy. Ch. Eng. (S.R.A.) / E.E. (S.R.A.) for quality audit of the building work at various stages of the S.R. Scheme.
- 26) That you shall install C.C.T.V. cameras on site with its real time relay/display on real time basis at SRA office in co-ordination with I.T. officer (SRA).
- 27) That Rehab building shall constructed as per specifications of relevant IS Codes, NBC in force under specifications for quality control measures as prescribe by SRA.
- 28) That the C.C. shall be released as per co-relation Rehab BUA & P.R. card in word policy as may be decided by SRA.
- 29) That the existing stand post water connections in the scheme shall be disconnected after demolition of respective hutment and all the dues shall be paid & cleared by the developer in consultation of AE WW of concerned ward.
- 30) That you shall make payment in respect of the depreciated cost of any toilet block(s) existing in the slum plot to the Municipal Corporation of Greater Mumbai through Ch.E. (MSDP) / Ch.E.(SP) / Asst. Commissioner of concerned Ward, as the case may be if the same is required to be demolished for development under SRA.
- 31) That the Rain Water Harvesting system should be installed/provided as per the direction of U.D.D., Govt. of Maharashtra under No. TPB/432001/2133/CR-230/01/UD-11 dtd.10/03/2005 and the same shall be maintained in good working conditions all the time, failing which penalty of Rs.1000/- per annum for every 100 sq.mt. of built-up area shall be levied.
- 32) That the work shall not carried out between 10.00 pm. to 6.00 am, only in accordance with rule 5A (3) of noise pollution (regulation & control) Rules 2000 & the provision of notification issued by Ministry of Environment & forest Department.
- 33) That you shall obtain demarcation of 13.40mtr & 27.45 mtr before proposed re-aligned D.F. Road/D.P road before obtaining OC of 25% of Sale BUA in scheme.
- 34) That you shall obtain revised Layout as per proposed amendment.
- 35) That you shall execute the agreement to lease as per circular No.95 before any further approval.

B. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE FURTHER C.C. OF SUPER STRUCTURE:

- 1) That a plan showing the dimensions of the plinth and the available open spaces certified by the Architect shall be submitted and the same shall be got checked & certified by the concerned Sub Engineer (SRA).



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- 2) That the stability certificate for work carried out upto plinth level/stilt level shall be submitted from the Lic. Structural Engineer.
- 3) That the quality of construction work of bldg. shall be strictly monitored by concerned Architect, Site supervisor, Structural Engineer, Third Party Quality Auditor and Project Management Consultant. The periodical report as regards to the quality of work shall be submitted by Architect along with test result.
- 4) That you shall submit the P.R. Card with area mentioned in words duly certified by Superintendent of Land Records for amalgamated/sub-divided plots before requesting C.C. for last 25% of sale built up area.
- 5) That the developer shall submit revised MOEF NOC for additional BUA proposed in Sale Bldg No.7, before granting FCC
- 6) That High-Rise committee NOC shall be submitted before asking further CC of bldg under reference.

C. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE GRANTING O.C. TO ANY PART OF THE PROPOSED BUILDING.

- 1) All the conditions of Letter of Intent shall be complied with before asking for occupation certificate of sale/composite building.
- 2) The Building Completion Certificate in prescribed Performa certifying work carried out as per specification shall be submitted.
- 3) That some of the drains shall be laid internally with C.I. pipes.
- 4) That you shall developed the layout access/D.P. Road/setback land including providing streetlights as per the remarks/specifications MCGM. And submit the completion certificate from E.E. (Road Construction) as per the remarks.
- 5) That the dustbin shall be provided as per requirement.
- 6) That carriage entrance over existing SWD shall be provided and charges if any for the same shall be paid to MCGM before requesting occupation.
- 7) That the surface drainage arrangement shall be provided in consultation with E.E. (SWD) as per the remarks and a completion certificate shall be obtained and submitted before requesting for occupation certificate.
- 8) That the requirements from the M.T.N.L./ Reliance Energy /concerned electric Supply Co. shall be complied and complied with before asking occupation permission.
- 9) That the Architect shall submit the debris removal certificate before requesting for occupation permission.
- 10) That 10'-0" wide paved pathway up to staircase shall be provided.
- 11) That the surrounding open spaces, parking spaces and terrace shall be kept open and unbuilt upon and shall be levelled and developed before



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requesting to grant permission to occupy the building or submitted the B.C.C. whichever is earlier.

- 12) That the name plate/board showing Plot No., Name of the Bldg. etc. shall be displayed at a prominent place.
- 13) That the N.O.C. from Inspector of Lifts, P.W.D. Maharashtra, shall be obtained and submitted to this office.
- 14) That the drainage completion Certificate from E.E. (S.P.) (P&D) for provision of septic tank/soak pit/STP shall be submitted.
- 15) That stability Certificate from Structural Engineer in prescribed Performa 'D' along with the final plan mounted on canvas shall be submitted.
- 16) That the single P.R. cards for the amalgamated plot shall be submitted.
- 17) That layout R.G. shall be developed as approved by SRA.
- 18) That the N.O.C. from the A.A. & C. 'K/E' Ward shall be obtained and the requisitions, if any shall be complied with before O.C.C.
- 19) That the list of slum dweller to be accommodated in the building shall be submitted in duplicate before submitting BCC.
- 20) That completion certificate from C.F.O. shall be submitted.
- 21) That you shall submit P.R. Card and CTS plan thereby clearly earmarking the rehab plot and sale plot and built up area as per the approved layout.
- 22) That the completion certificate from Tree Authority of MCGM shall be submitted.
- 23) That the defect liability period for rehab/composite building will be 3 years from the date of obtaining OCC and any repairs/rectification required during this period will be done by the developer as per circular no. 108. The bank guarantee and deposits of the developer will be withheld till the completion of the defect liability period for rehab/composite bldg.
- 24) That you shall pay Rs. 100/- per eligible slum dwellers towards issue of Identity Cards as per circular No. 137 dtd. 01.08.2012 before O.C.C. to Rehab Bldg. / Composite Bldg.
- 25) That you shall pay Rs. 10/- (Rupees Ten Only) per sq. feet of rehab constructed area inclusive of rehab component & staircase, lift passage, stilt area etc. for the Structural Audit as per circular No. 138 before issue of Occupation Certificate of rehab building.
- 26) That Extra Water Sewerage & charges shall be paid to A.E. W.W. F/N' of MCGM before OCC



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D. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE B.C.C.

- 1) That certificate under Section 270A of B.M.C. Act. shall be obtained from H.E.'s department regarding adequacy of water supply
- 2) That you shall have to maintain the rehab building for a period of 3 years from the date of granting occupation to the rehab bldg.
- 3) That you shall have to maintain the electro mechanical systems such as water pumps, lifts, etc. for a period of ten years from the date of issue of Occupation Certificate to the Rehabilitation / Composite building.
- 4) That the Amenity Tenements i.e. Balwadi, Welfare Centre, Women welfare Centre, Yuvakendra, Society Office shall be handed over to within 30 days from the date of issue of OCC of Rehab/Composite bldg.

NOTES:

1. That C.C. for sale building shall be controlled in a phase wise manner as decided by CEO (SRA) in proportion with the actual work of rehabilitation component as per Circular No. 98 & 104.
2. That no occupation permission of any of the sale wing/sale building/sale area shall be considered until Occupation Certificate for equivalent Rehabilitation area is granted.
3. That CEO (SRA) reserves right to add or amend or delete some of the above or all the above mentioned conditions if required, during execution of Slum Rehabilitation Scheme.


31/5/23

Executive Engineer
Slum Rehabilitation Authority



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NOTES

- (1) The work should not be started unless objections _____ are complied with.
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencement of the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained for any shed to house and store for construction purposes, Residence of workmen shall not be allowed on site. The temporary structures for storing construction materials shall be demolished before submission of building completion certificate and a certificate signed by Architect shall be submitted along with the building completion certificate.
- (4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site for workers, before starting the work.
- (5) Water connection for construction purposes will not be given until the hoarding is constructed and application is made to the Ward Officer of M.C.G.M. with the required deposit for the construction of carriage entrance, over the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer of M.C.G.M. or his representative in wards of M.C.G.M. at least 15 days prior to the date of which the proposed construction work is taken in hand, that the water existing within the compound will be utilized for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presumed that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- (7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks, metal, sand, preps, debris etc should not be deposited over footpaths or public street by the owner/architect/their contractors, etc without obtaining prior permission from the Ward Officer of the area.
- (8) The work should not be started unless the compliance of above said conditions is approved by this department.
- (9) No work should be started unless the structural design is submitted from Licensed Structural Engineer.
- (10) The work above plinth should not be started before the same is shown to this office Sub Engineer (SRA) concerned and acknowledgement obtained from him regarding correctness of the open space dimension.
- (11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation of Greater Mumbai will require time to consider alternative sites to avoid the excavation of the road and footpath.
- (12) All the terms and conditions of the approved layout submitted to division/Amalgamation under No. _____ should be adhered to and complied with.
- (13) No building/Drainage Completion Certificate will be accepted and water connection granted (except for the construction purposes) unless road is constructed to the satisfaction of the concerned Ex Engineer of M.C.G.M. and as per the terms and conditions for sanction to the layout.
- (14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.
- (15) The access road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of concerned. Ex-Engineer of M.C.G.M including asphaltting, lighting and drainage before submission of the building Completion Certificate.
- (16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- (17) The surrounding open spaces around the building should be consolidated in



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concrete having broken glass pieces at the rate of 0.125 cubic meters per 10 sq. mt below pavement.

- (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of the bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.
- (19) No work should be started unless the existing structures or proposed to be demolished are demolished.
- (20) If it is proposed to demolish the existing structures by negotiations with the tenants under the circumstances, the work as per approved plans should not be taken up in hand unless the Dy.Ch.Engineer(SRA) is satisfied with the following :
- (i) Specific plans in respect of evicting or rehousing the existing tenants on your plot stating their number and the area in occupation of each tenant.
- (ii) Specifically signed agreement between you and the existing tenants that they are willing to avail for alternative accommodation in the proposed structure.
- (iii) Plans showing the phase program of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development Control Rules regarding open spaces, light and ventilation of existing structure promotion.
- (21) In case of additional floor no work should be started during monsoon which will give rise to water leakage and consequent nuisance to the tenants staying on the floor below.
- (22) The bottom of the overhead Water Tank above the finished level of the terrace shall not be less than 1.20-meter & not more than 1.50 meter.
- (23) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, wherever necessary, is obtained.
- (24) It is to be understood that the foundations must be excavated down to hard soil.
- (25) The positions of the nahanis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- (26) No new well tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing from the Chief Executive Officer of Slum Rehabilitation Authority.
- (27) All gully traps and open channel shall be provided with right fitting mosquito proof covers as per relevant I. S. specifications.
- (28) No broken bottle should be fixed over boundary walls. The prohibition refers only to broken bottles & not to the use of plains glass for coping over compound wall.
- (29) If the proposed addition is intended to be carried out on old foundations and structures, will do so at your own risk.



80/15/21

Executive Engineer, (S.R.A.)

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SLUM REHABILITATION AUTHORITY

Administrative Building, Anant Kanekar Marg, Bandra (east), Mumbai - 400051
MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966 (FORM "A")

DEVELOPER COPY

Sr. No. **239**

NO KE/PVT/0103/20050609/AP/C-3 **24 JUN 2021**

COMMENCEMENT CERTIFICATE

To, M/s. Aishwarya Avant Builder LLP
M/sr Avant Heritage-III Reality LLP
M/s. Avant Heritage-IV Reality LLP
522, The Summit Business Bag, Andheri-Kurla Road,
Andheri (E), Mumbai-400 069.

Composite Building No.03

Sir,

With reference to your application No. 000071 dated 10/09/2020 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 45 of Maharashtra Regional and Town Planning Act, 1966 to erect a building on plot No. 156-D(pt), 157, 157/1 to 55, 158, 158/1 to 33 & 192(pt),

C.T.S.No. 156-D(pt), 157, 157/1 to 55, 158, 158/1 to 33 & 192(pt),
Scheme No.02 CTS No. 153, 153/1 to 100 with ongoing scheme
No.03 CTS No.150, 150/1 to 35, 151, 151/1 to 29 of Vill. Majas.
of village Majas T.P.S.No. ---
ward K/E Situated at Andheri

The Commencement Certificate / Building Permits is granted subject to compliance of mentioned in LOI
URN No. SRA/ENG/1114/KE/PL/LOI dt. 21/05/2021
IDA/URN No. KE/PVT/0103/20050609/AP/C3 dt. 31/05/2021
and on following conditions.

1. The land vacated in consequence of 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 reason until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year from the date of its issue. However the construction work should be commenced within three months from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you or in contravention of the provision of coastal Zone Management Plan.
5. If construction is not commenced this Commencement Certified 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 C.E.O. (SRA) 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 condition subject to which the same is granted or any of the restrictions imposed by the C.E.O. (SRA) is contravened or not complied with.
 - (c) The C.E.O. (SRA) 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 and 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 C.E.O. (SRA) has appointed Shri. S. R. Tank

Executive Engineer to exercise his powers and functions of the Planning Authority under section 45 of the said Act.

This C.C is granted for work up to Grant upto top of podium of wing A, B, C.

Seen Original & Certified

K. Zaman
(Architect)

FOR
Executive Engineer (SRA)
CHIEF EXECUTIVE OFFICER
(SLUM REHABILITATION AUTHORITY)

For and on behalf of Local Authority
The Slum Rehabilitation Authority



बंदर - १८
१६०९९५१६०
२०२४

KE/PVT/O.C3/20050609/AP/C-3

8 FEB. 2022

This C.C. is re-endorsed as per amended approved plans dated 08/02/2022.

[Signature]
20111111

Executive Engineer
Slum Rehabilitation Authority

KE/PVT/O.C3/20050609/AP/C-3

7 JUL 2022

Now This C.C. is re-endorsed for Rehab Wing 'A' & Sals Wing 'B', 'C' and 'D' as per amended approved plans dated 07/07/2022.

[Signature]
7/7/22

Executive Engineer
Slum Rehabilitation Authority

Seen Original & Certified

K. Zaman
(Architect)



बदल - १८		
१०००	११६	१६०
		२०२४



Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT

FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number :
PS1800029940

Project: **AVANT HERITAGE - III** , Plot Bearing / CTS / Survey / Final Plot No.: **CTS No. 153, 153-1 to 100at Andheri, Mumbai Suburban, 400060;**

1. **Avant Heritage Iii Realty Llp** having its registered office / principal place of business at **Tehsil: Andheri, District: Mumbai Suburban, Pin: 400069.**
 2. This registration is granted subject to the following conditions, namely:-
 - The promoter shall enter into an agreement for sale with the allottees;
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment; or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;
- OR
- That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
- The Registration shall be valid for a period commencing from **15/07/2021** and ending with **31/12/2025** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
 - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
 - That the promoter shall take all the pending approvals from the competent authorities

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



Signature valid
Digitally Signed by
Dr. Vasanti Armanand Prabhu
(Secretary, Maharashtra)
Date: 15-07-2021 10:45:43

Dated: 15/07/2021

Place: Mumbai

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

बदर - १८	
१८०८११०८९६०	१६०
३०२४	

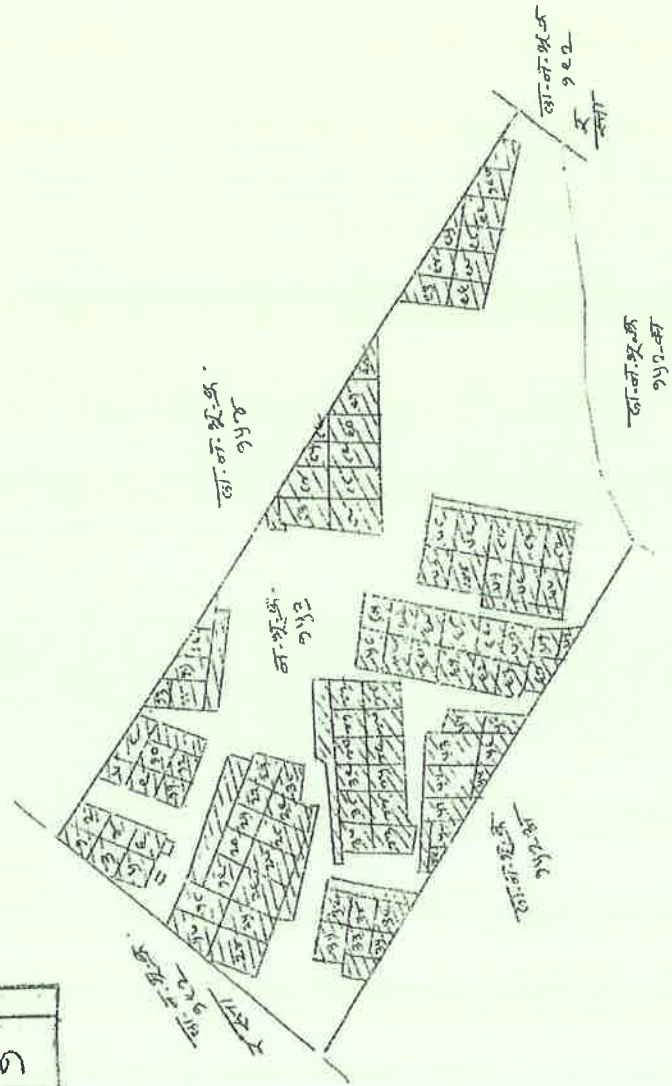


बकर - १८	
१८८२	११८ १६०
२०२४	



अर्ज क्र. १२३०
 अर्जदार: श्री. अशोक सुखदेव
 दि. २६/११/२०१७ रोजी अर्जानेचे मोजे: २२२/२२२
 गा. अंधेरी मेट्रो सुपरव्होकल आरक्षण क्र. १५४
 मजाल क्र.: १५३.१५३.१५३/१५३.२००
 टी नकाशा क्र. १५३/१५३/१५३/१५३/१५३

२५	५३४	४००८
५३५		



दि. २६ - १२३०
 अर्जदार: श्री. अशोक सुखदेव
 दि. २६/११/२०१७ रोजी अर्जानेचे मोजे: २२२/२२२
 गा. अंधेरी मेट्रो सुपरव्होकल आरक्षण क्र. १५४
 मजाल क्र.: १५३.१५३.१५३/१५३.२००



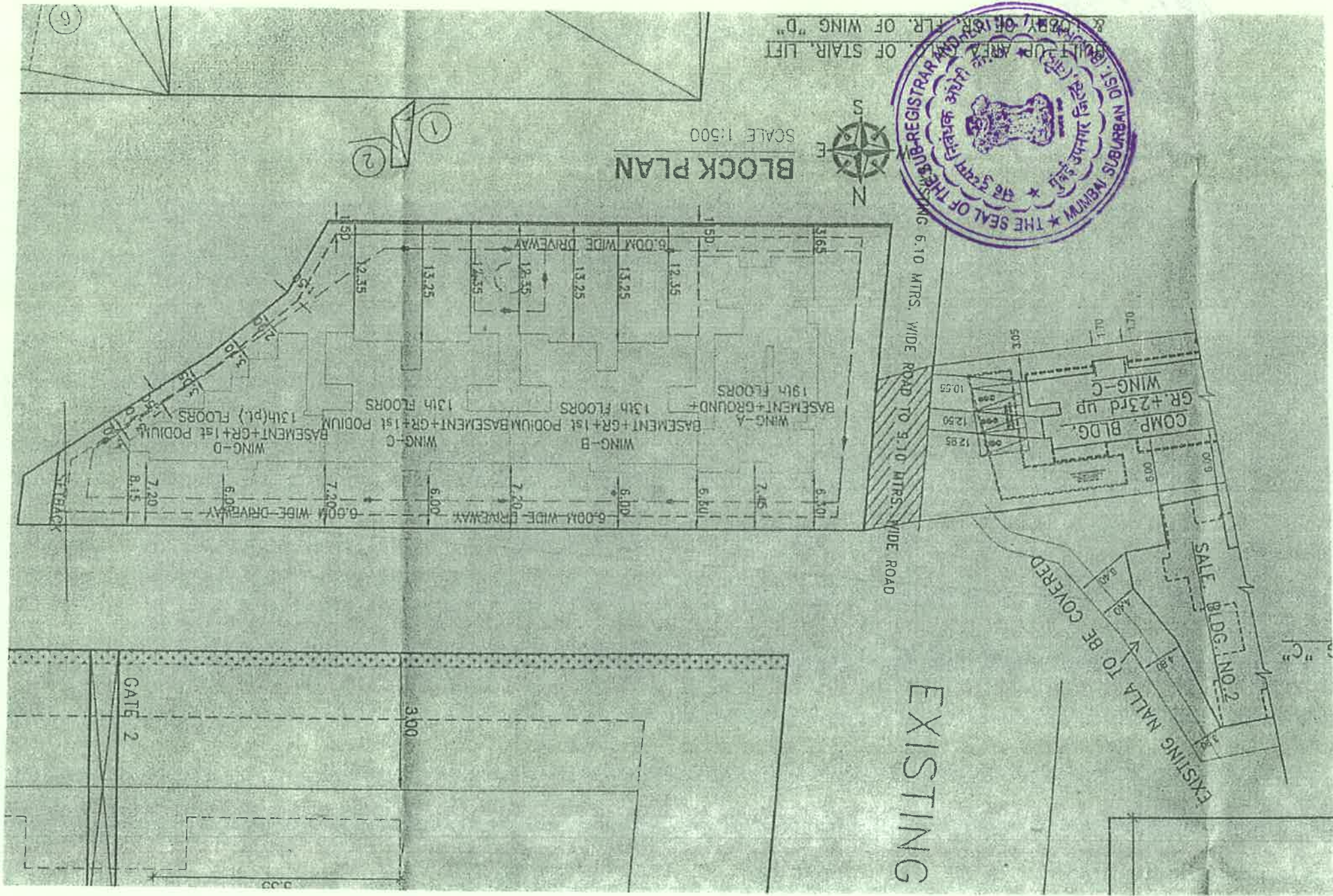
श्री. अशोक सुखदेव
 गा. अंधेरी मेट्रो सुपरव्होकल आरक्षण क्र. १५४

बदर - १८	
२६/११/२०१७	१६०
	२०२४



बदर - १८		
१८८२	१२०	१६०
		२०२४

Annexure H



EXISTING



बदर - १८	१८०९२१	२०२४
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SHEET NO.1/10

FORM - II

contents of sheet
 GROUND PLAN, AREA DIA. & CALCULATION OF WING 'A, B & C' FOR
 COND. BLDG. NO.3
 stamp of date of receipt of plan

SEALBACK

This is a developmental
 plan for the proposed plans
 sanctioned under the
 relevant provisions of the
 Act.

Date: 01/02/22

stamp of approval of plan

Approved in the condition
 specified in the above paragraph
 on 08 FEB 2022
 Sumit Haridasan Authority

SHEET NO.1/10

FORM-I

Sl. No.	Description	Area (sq. m)	Rate (Rs./sq. m)	Total (Rs.)
1	AREA OF SUB-SECTION	172.70	2018.00	348612.00
2	SEWER AREA	174.50	35.00	6107.50
3	BT ROAD AREA	174.50	35.00	6107.50
4	NET WING AREA OF TOWER-883	181.70	2892.30	525512.10
5	NET WING AREA OF TOWER-884	172.70	2892.30	499230.21
6	NET WING AREA OF TOWER-885	174.50	35.00	6107.50
7	NET WING AREA OF TOWER-886	174.50	35.00	6107.50
8	NET WING AREA OF TOWER-887	174.50	35.00	6107.50
9	NET WING AREA OF TOWER-888	174.50	35.00	6107.50
10	NET WING AREA OF TOWER-889	174.50	35.00	6107.50
11	NET WING AREA OF TOWER-890	174.50	35.00	6107.50
12	NET WING AREA OF TOWER-891	174.50	35.00	6107.50
13	NET WING AREA OF TOWER-892	174.50	35.00	6107.50
14	NET WING AREA OF TOWER-893	174.50	35.00	6107.50
15	NET WING AREA OF TOWER-894	174.50	35.00	6107.50
16	NET WING AREA OF TOWER-895	174.50	35.00	6107.50
17	NET WING AREA OF TOWER-896	174.50	35.00	6107.50
18	NET WING AREA OF TOWER-897	174.50	35.00	6107.50
19	NET WING AREA OF TOWER-898	174.50	35.00	6107.50
20	NET WING AREA OF TOWER-899	174.50	35.00	6107.50
21	NET WING AREA OF TOWER-900	174.50	35.00	6107.50
22	NET WING AREA OF TOWER-901	174.50	35.00	6107.50
23	NET WING AREA OF TOWER-902	174.50	35.00	6107.50
24	NET WING AREA OF TOWER-903	174.50	35.00	6107.50
25	NET WING AREA OF TOWER-904	174.50	35.00	6107.50
26	NET WING AREA OF TOWER-905	174.50	35.00	6107.50
27	NET WING AREA OF TOWER-906	174.50	35.00	6107.50
28	NET WING AREA OF TOWER-907	174.50	35.00	6107.50
29	NET WING AREA OF TOWER-908	174.50	35.00	6107.50
30	NET WING AREA OF TOWER-909	174.50	35.00	6107.50
31	NET WING AREA OF TOWER-910	174.50	35.00	6107.50
32	NET WING AREA OF TOWER-911	174.50	35.00	6107.50
33	NET WING AREA OF TOWER-912	174.50	35.00	6107.50
34	NET WING AREA OF TOWER-913	174.50	35.00	6107.50
35	NET WING AREA OF TOWER-914	174.50	35.00	6107.50
36	NET WING AREA OF TOWER-915	174.50	35.00	6107.50
37	NET WING AREA OF TOWER-916	174.50	35.00	6107.50
38	NET WING AREA OF TOWER-917	174.50	35.00	6107.50
39	NET WING AREA OF TOWER-918	174.50	35.00	6107.50
40	NET WING AREA OF TOWER-919	174.50	35.00	6107.50
41	NET WING AREA OF TOWER-920	174.50	35.00	6107.50
42	NET WING AREA OF TOWER-921	174.50	35.00	6107.50
43	NET WING AREA OF TOWER-922	174.50	35.00	6107.50
44	NET WING AREA OF TOWER-923	174.50	35.00	6107.50
45	NET WING AREA OF TOWER-924	174.50	35.00	6107.50
46	NET WING AREA OF TOWER-925	174.50	35.00	6107.50
47	NET WING AREA OF TOWER-926	174.50	35.00	6107.50
48	NET WING AREA OF TOWER-927	174.50	35.00	6107.50
49	NET WING AREA OF TOWER-928	174.50	35.00	6107.50
50	NET WING AREA OF TOWER-929	174.50	35.00	6107.50
51	NET WING AREA OF TOWER-930	174.50	35.00	6107.50
52	NET WING AREA OF TOWER-931	174.50	35.00	6107.50
53	NET WING AREA OF TOWER-932	174.50	35.00	6107.50
54	NET WING AREA OF TOWER-933	174.50	35.00	6107.50
55	NET WING AREA OF TOWER-934	174.50	35.00	6107.50
56	NET WING AREA OF TOWER-935	174.50	35.00	6107.50
57	NET WING AREA OF TOWER-936	174.50	35.00	6107.50
58	NET WING AREA OF TOWER-937	174.50	35.00	6107.50
59	NET WING AREA OF TOWER-938	174.50	35.00	6107.50
60	NET WING AREA OF TOWER-939	174.50	35.00	6107.50
61	NET WING AREA OF TOWER-940	174.50	35.00	6107.50
62	NET WING AREA OF TOWER-941	174.50	35.00	6107.50
63	NET WING AREA OF TOWER-942	174.50	35.00	6107.50
64	NET WING AREA OF TOWER-943	174.50	35.00	6107.50
65	NET WING AREA OF TOWER-944	174.50	35.00	6107.50
66	NET WING AREA OF TOWER-945	174.50	35.00	6107.50
67	NET WING AREA OF TOWER-946	174.50	35.00	6107.50
68	NET WING AREA OF TOWER-947	174.50	35.00	6107.50
69	NET WING AREA OF TOWER-948	174.50	35.00	6107.50
70	NET WING AREA OF TOWER-949	174.50	35.00	6107.50
71	NET WING AREA OF TOWER-950	174.50	35.00	6107.50
72	NET WING AREA OF TOWER-951	174.50	35.00	6107.50
73	NET WING AREA OF TOWER-952	174.50	35.00	6107.50
74	NET WING AREA OF TOWER-953	174.50	35.00	6107.50
75	NET WING AREA OF TOWER-954	174.50	35.00	6107.50
76	NET WING AREA OF TOWER-955	174.50	35.00	6107.50
77	NET WING AREA OF TOWER-956	174.50	35.00	6107.50
78	NET WING AREA OF TOWER-957	174.50	35.00	6107.50
79	NET WING AREA OF TOWER-958	174.50	35.00	6107.50
80	NET WING AREA OF TOWER-959	174.50	35.00	6107.50
81	NET WING AREA OF TOWER-960	174.50	35.00	6107.50
82	NET WING AREA OF TOWER-961	174.50	35.00	6107.50
83	NET WING AREA OF TOWER-962	174.50	35.00	6107.50
84	NET WING AREA OF TOWER-963	174.50	35.00	6107.50
85	NET WING AREA OF TOWER-964	174.50	35.00	6107.50
86	NET WING AREA OF TOWER-965	174.50	35.00	6107.50
87	NET WING AREA OF TOWER-966	174.50	35.00	6107.50
88	NET WING AREA OF TOWER-967	174.50	35.00	6107.50
89	NET WING AREA OF TOWER-968	174.50	35.00	6107.50
90	NET WING AREA OF TOWER-969	174.50	35.00	6107.50
91	NET WING AREA OF TOWER-970	174.50	35.00	6107.50
92	NET WING AREA OF TOWER-971	174.50	35.00	6107.50
93	NET WING AREA OF TOWER-972	174.50	35.00	6107.50
94	NET WING AREA OF TOWER-973	174.50	35.00	6107.50
95	NET WING AREA OF TOWER-974	174.50	35.00	6107.50
96	NET WING AREA OF TOWER-975	174.50	35.00	6107.50
97	NET WING AREA OF TOWER-976	174.50	35.00	6107.50
98	NET WING AREA OF TOWER-977	174.50	35.00	6107.50
99	NET WING AREA OF TOWER-978	174.50	35.00	6107.50
100	NET WING AREA OF TOWER-979	174.50	35.00	6107.50
101	NET WING AREA OF TOWER-980	174.50	35.00	6107.50
102	NET WING AREA OF TOWER-981	174.50	35.00	6107.50
103	NET WING AREA OF TOWER-982	174.50	35.00	6107.50
104	NET WING AREA OF TOWER-983	174.50	35.00	6107.50
105	NET WING AREA OF TOWER-984	174.50	35.00	6107.50
106	NET WING AREA OF TOWER-985	174.50	35.00	6107.50
107	NET WING AREA OF TOWER-986	174.50	35.00	6107.50
108	NET WING AREA OF TOWER-987	174.50	35.00	6107.50
109	NET WING AREA OF TOWER-988	174.50	35.00	6107.50
110	NET WING AREA OF TOWER-989	174.50	35.00	6107.50
111	NET WING AREA OF TOWER-990	174.50	35.00	6107.50
112	NET WING AREA OF TOWER-991	174.50	35.00	6107.50
113	NET WING AREA OF TOWER-992	174.50	35.00	6107.50
114	NET WING AREA OF TOWER-993	174.50	35.00	6107.50
115	NET WING AREA OF TOWER-994	174.50	35.00	6107.50
116	NET WING AREA OF TOWER-995	174.50	35.00	6107.50
117	NET WING AREA OF TOWER-996	174.50	35.00	6107.50
118	NET WING AREA OF TOWER-997	174.50	35.00	6107.50
119	NET WING AREA OF TOWER-998	174.50	35.00	6107.50
120	NET WING AREA OF TOWER-999	174.50	35.00	6107.50
121	NET WING AREA OF TOWER-1000	174.50	35.00	6107.50

NOTE: DRAWING OF THE SITE PLAN IS ATTACHED TO THE PROPOSAL AND THE PROPOSAL IS SUBJECT TO THE APPROVAL OF THE SUB-REGISTRAR AND THE REVENUE DEPARTMENT, MUMBAI.

SHEET NO.1/10

DESCRIPTION OF PROPOSAL AND PROPERTY

Proposed plan for rehabilitation scheme on plot bearing C.T. No.155/10/152/157/1-70 55, 168/169/1, 70, 38 & 192 (P.L.) 160, 169, 1, 70, 30, 151, 76/1, 76, 29, 49, 161, 163/1, 70, 100 of Village Kharis, Khariswadi (B), Mumbai.

Name of owner: M/s. ANANT HERITAGE III REALTY LLP

Job no. (date) (day) (month) (year) checked by: [Signature]

Office ref. no. (date) (day) (month) (year) checked by: [Signature]

Stamp of authority: [Stamp]

Stamp of daddy & Assoc.



72-256
 922960
 2028

महाराष्ट्र शासन

मालमत्ता पत्रक

गाव/पेठ : मजास भाग-२	तालुका/न.भू.क्र. : नगर भूमापन अधिकारी,अंधेरी	3973	चिह्न : मुंबई उपनगर
नगर भूमापन क्रमांक	प्लॉट नंबर	क्षेत्र चौ.मी.	शासनाला दिलेल्या आकारणाचा किंवा साड्याचा तपविल आणि त्याच्या फेरतपासणीची नियत वेळ
१५३	१५१२-१०	स	र.क्र. १४.४० दि. ०१/०८/१९५९ पासून

सुविधाधिकार

हक्काचा मुल धारक H

वर्ग: [श्री.मोहनलाल दी. सुरती]

पट्टेदार

इतर भाग

इतर गोरे

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक(वा) पट्टेदार(वा) किंवा भाग	साक्षात्कन
३०/०१/१९७१	अपर उप.जिल्हाधिकारी मु.उप.चि.अंधेरी यांचेकडील आदेश क्र. ADC-LMC- C-36७४ दि. ११/१२/१९६८ प्रमाणे सि.स.नं. १५३ ७/१५३/८३ ते ९२ सह क्षेत्र २०८७ चौ.मी. व सि.स.नं. १५३/७५ ते ८३ इतर ०१९.५ सह एकूण क्षेत्र ३२०.२ चौ.मि. वर विनोदी आकार सालिना क्र. १४.४० दि. ०१/०८/१९५९ पासून न्याय केला.		H [धनगौरी मोहनलाल सरेंच्या]	साही- ०२/१०/१९७१ न.भू.क्र.४४ मुंबई
२७/१०/१९७२	मोहनलाल मयत आदेशा क्र. माजास न.भू.क्र. १५३ दि. २७/१०/१९७२सि.स.नं. १५३ व ३४३/१ ते ११० सह		H [श्री. निरिन सुबोबानंद सरेंच्या] [श्री. निरनम हसमुखलाळः सरेंच्या] [श्री. कमला आरसमुखलाल सरेंच्या] [श्री. हेमंत (उर्फ अमित सुबोबानंद सरेंच्या)]	साही- ०६/१२/१९७२ न.भू.क्र. ७
२८/०१/१९९४	अर्ज जबाबच्ये कळोदार श्रीमती धनगौरी सरेंच्या मयत दि २४/०४/१९८६ धारस रजिस्टर मूल्यपत्राचे आधारे नातू ४ वारसांची नावे दाखल		H मा. मुख्य कार्यकारी अधिकारी श्री.पु.आ. मुंबई यांचे कडील आदेशा क्र.ओ.पु.आ./न.भू.अ/१२४/९८ दि. ११/०१/१९९९ अन्वये न.भू.क्र. १५२, १५२/१० ते १०२, १५३ १५३/१०१ ते ११० चे पो.वि.व सामीलकरण आदेशाच्ये न.भू.क्र. १५३ व १५३/१०१ ते ११० नवीन मि. पत्रिका नं.१६१ त्यावर २४४.४ चौ.मी. क्षेत्र नगर सखन न.भू.क्र. १५२/१०१ ते ११० क्षेत्र १९१.६ चौ.मि. क्षेत्र २८५.८ चौ.मि. व आर.१०६ ते ११० चे १२८.३ चौ.मी. क्षेत्र सामील केले व सा.मिळकत पत्रिका नं.१५३ व १५३/१०१ ते ११० सामील केल्या व धारसांची सत्ता प्रकाश नमूद केली. न.भू.क्र. १५२ चा मोज बदलून तो न.भू.क्र. १५२अ असा नमूद केला.	साही- २४/०४/१९९४ चि.मि.मु.अ. तथा न.भू.क्र.४४ मुंबई
२८/०१/१९९९	अर्ज, जबाब, मा.मु.का.अ.ओ.पु.आ. यांचे कडील पो.वि.व सामीलकरण आदेशा व इकडील आदेशा क्र.न.भू.माजास/न.भू.क्र. १५२ र्, १५३ र्, १९९ दि. २८/०१/१९९९		H मा. मुख्य कार्यकारी अधिकारी श्री.पु.आ. मुंबई यांचे कडील आदेशा क्र.ओ.पु.आ./न.भू.अ/१२४/९८ दि. ११/०१/१९९९ अन्वये न.भू.क्र. १५२, १५२/१० ते १०२, १५३ १५३/१०१ ते ११० चे पो.वि.व सामीलकरण आदेशाच्ये न.भू.क्र. १५३ व १५३/१०१ ते ११० नवीन मि. पत्रिका नं.१६१ त्यावर २४४.४ चौ.मी. क्षेत्र नगर सखन न.भू.क्र. १५२/१०१ ते ११० क्षेत्र १९१.६ चौ.मि. क्षेत्र २८५.८ चौ.मि. व आर.१०६ ते ११० चे १२८.३ चौ.मी. क्षेत्र सामील केले व सा.मिळकत पत्रिका नं.१५३ व १५३/१०१ ते ११० सामील केल्या व धारसांची सत्ता प्रकाश नमूद केली. न.भू.क्र. १५२ चा मोज बदलून तो न.भू.क्र. १५२अ असा नमूद केला.	साही- २४/०४/१९९९ चि.मि.मु.अ. तथा न.भू.क्र.४४ मुंबई
१६/१२/२०१५	मा.जमावंची आयुक्त आणि संचालक भूमि अभिलेख (न.राज्या) पुणे मंत्रालयातील परिपत्रक क्र.मा.भू.१/मि.प/आकरी नॉट/२०१५ पुणे दिनांक १६/०२/२०१५ व इकडील आदेशा क्र.न.भू.मजास/वे.क्र.४२ दिनांक १६/१२/२०१५ अन्वये मिळकत पत्रिकेवरील नमूद अंकी क्षेत्र अकरी रुपांतरात कळत एक हजार पाचशे वारा पुर्णिक एक वारा सा चौ.मी. नमूद केले.		H फेरकार क्र.४४२ प्रमाणे	साही- १६/१२/२०१५ न.भू.अ.अंधेरी



बदर - १८

२८०११२३१६०

२०२४

30/06/2019	वारसाने श्री.नितीन सुबोधचंद्र सरेंच्या हे दि. १०/११/१९९७ रोजी मृत असून त्यांचे कायदेशीर वारस १)श्रीमती.अंजना; नितीन सरेंच्या-पत्नी २)श्री.प्रेमल नितीन सरेंच्या-मुलगा ३)श्रीमती.दुर्दिमा समीर वीर-मुलगी असलेलात अर्ज व प्रतिज्ञापत्र, मृत्यूदाखला, श्रीमती अंजना नितीन सरेंच्या यांनी जबाब दिल्यानुसार वारसांची नोंद दाखल केली.	१)श्रीमती.अंजना नितीन सरेंच्या] [२)श्री.प्रेमल नितीन सरेंच्या] [३)श्रीमती.दुर्दिमा समीर वीर]	केरकार क्रं.४८७ प्रमाणे सही- ३०/०६/२०१७ न.सु.अ.अंधेरी
३०/०६/२०१७	हक्कसोडपत्राच्ये अर्जदार श्रीमती.अंजना नितीन सरेंच्या यांचा अर्ज, सह दुय्यम निबंधक अंधेरी क्र.१ मुंबई उपनगर जिल्हा यांचेकडील नोंदणीकृत हक्कसोड दस्त क्र.बदर-१/६१७३/२०१६ दि.०३/०६/२०१६ अच्ये व नोंदविलेल्या; जबाबाच्ये मार भूमामुल मवास वा.अंधेरी शेथील न.सु.क्र.१५३, १५३/१ ते १०० या मिळकतीचे वारसांपैकी १)श्री. प्रेमल, नितीन सरेंच्या २)श्रीमती.दुर्दिमा समीर वीर यांनी मिळकतीचे लाभार्थी श्रीमती. अंजना नितीन सरेंच्या यांचेकरीता; हक्कसोडल्याने १)श्री.प्रेमल नितीन सरेंच्या २)श्रीमती.दुर्दिमा समीर वीर यांची नावे कमी करून श्रीमती.अंजना नितीन सरेंच्या यांचे नाव कायम केलेची नोंद दाखल केली.	सह दु.नि. अंधेरी १	केरकार क्रं.४८८ प्रमाणे सही- ३०/०६/२०१७ न.सु.अ.अंधेरी
३०/०६/२०१७	खरेदीने सह दुय्यम निबंधक अंधेरी क्र.४ मुंबई उपनगर जिल्हा यांचेकडील नोंदणीकृत दस्त क्र.बदर-१५/१५९८/२०१६ दि.३/१२/२०१६ व सूचीक्र.२ अर्जदार यांचा अर्ज व जबाबाच्ये वारक १) श्रीमती अंजना नितीन सरेंच्या २)श्री.निष्पाम; इतरपुज्यलाल सरेंच्या ३)श्री.कमलेश इतरपुज्यलाल सरेंच्या ४)श्री.हेमंत उर्फ जमीत सुबोधचंद्र सरेंच्या यांनी सदरची मिळकत अवत हेरीटेज III रियल्टी एल.एल.पी यांना खरेदी दिलेले खरेदी देणार यांची नावे कमी करून खरेदी देणार अवत हेरीटेज III रियल्टी एल.एल.पी यांचे नाव धारक सदरी दाखल केलेची नोंद केली.	सह दु.नि. अंधेरी ४	सही- ३०/०६/२०१७ न.सु.अ.अंधेरी

१) अंजना नितीन सरेंच्या यांचे नाव कायम केलेची नोंद दाखल केली.

२) अंजना नितीन सरेंच्या यांचे नाव कायम केलेची नोंद दाखल केली.

३) अंजना नितीन सरेंच्या यांचे नाव कायम केलेची नोंद दाखल केली.

४) अंजना नितीन सरेंच्या यांचे नाव कायम केलेची नोंद दाखल केली.

५) अंजना नितीन सरेंच्या यांचे नाव कायम केलेची नोंद दाखल केली.

६) अंजना नितीन सरेंच्या यांचे नाव कायम केलेची नोंद दाखल केली.

७) अंजना नितीन सरेंच्या यांचे नाव कायम केलेची नोंद दाखल केली.

८) अंजना नितीन सरेंच्या यांचे नाव कायम केलेची नोंद दाखल केली.

९) अंजना नितीन सरेंच्या यांचे नाव कायम केलेची नोंद दाखल केली.

१०) अंजना नितीन सरेंच्या यांचे नाव कायम केलेची नोंद दाखल केली.



दि मिळकत पत्रिका दिनांक ७/४/२०१८ १२:००:०० AM रोजी डिजीटल स्वाक्षरीत केली असल्यामुळे त्यावर कोणत्याही सही विषयाची आवश्यकता नाही.

मिळकत पत्रिका डाउनलोड दिनांक १२/४/२०२१ ३:३६:१६ PM

शेधता पडताळणी साठी http://appleabhiilekh.mahabhumi.gov.in/DSL_R/propertycard वा सेकेट स्थावर जालन २२०४१०००१८८९२४१ हा क्रमांक वापरावा.

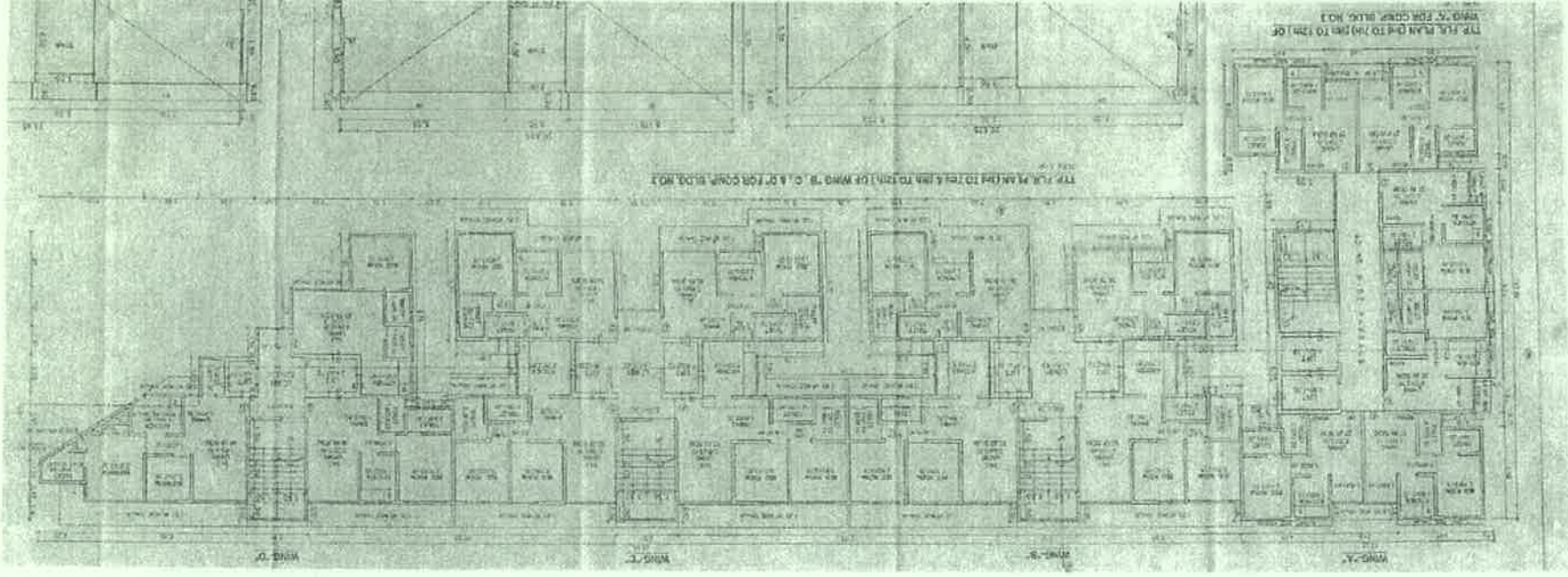


बदर - १८

१८/०६/२०१७

२०२४

Annexure J



बदर - १८	
१६६६	१६६६
	२०२४

Ratnakar T. Mishra
B.A. B.Ed. LL.B.
Advocates High Court, Mumbai
Reg. No. MAH/188-B/1996



Annawadi, Tople Wadi, Western
Express Highway, Opp. Sai Services,
Andheri (E), Mumbai - 400099.

Mob.: 9451346895

TITLE CERTIFICATE

All that piece and parcel of land bearing City Survey Nos. 153, 153/1 to 100, corresponding to Plot No. 27 of Jogeshwari Scheme in aggregate admeasuring about 2,634.30 sq. mtrs. equivalent to 3,150.62 sq. yards. or thereabouts along with the structures standing thereon of Village Majas, Taluka Andheri, within the registration District and Sub-District of Mumbai City and Mumbai Suburban and lying, being and situate at Jogeshwari (East), Mumbai-400060.

1. Originally, before 1929, one Mr. Mohanlal T. Surfi alias Mr. Mohanlal Saraiya alias Mohanlal Suriya (hereinafter referred to as '**the said Mohanlal**') was the absolute owner of property bearing Survey No. 12, Hissa No. 1, corresponding to Plot No. 27, admeasuring 4400 Sq. yards i.e. 3,678.96 Sq. meters (hereinafter referred to as '**the said larger property**'). The said larger property was then an agricultural Land.
2. The said larger property was a subject matter of the Regular Civil Suit No. 349 of 1929, at the Court of First Class Sub-Judge, Thane, filed by one Mr. Mohanlal Chhaganlal Baxi and Ors. V/s Mr. Ramkrishna Narayan Bijur and Ors. for partition and other reliefs as stated therein.
3. Subsequently, by virtue of Decree dated 26th April, 1930 passed in the aforesaid Regular Civil Suit No. 349 of 1929, by the Court of First Class Sub-Judge, Thane, the only heir of Mr. Mohanlal T. Surfi, i.e. Mrs. Dhangauri Mohanlal Saraiya being wife of said Mohanlal, was declared as the owner of



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Ratnakar T. Mishra
B.A.B.Ed.LL.B.
Advocates High Court, Mumbai
Reg.No. MAH/188-B/1996



Annawadi, Topie Wadi, Western
Express Highway, Opp. Sal Service,
Andheri(E), Mumbai - 400099.

Mob.: 9451346895

the said larger property, since said Mohanlal had died on or about 12th June, 1928, and she was the only heir.

4. Thereafter, on by an order dated 1st August, 1959, a part of the larger property was converted into a Non-Agricultural property.
5. Thereafter, Addl. District Collector by his order dated 11th December, 1968 bearing No. ADC / LNDC/3674 declared a part of the said larger property as Non-Agricultural land.
6. Thereafter, Addl. District Collector by his order dated 31st December, 1971 bearing No. ADC / LNDC-3674, declared a part of the said property bearing C.T.S. Nos. 153 and 153/83 to 153/92 as Non-Agricultural land.
7. Subsequently, there was consolidation of the Survey Numbers and Hissa Numbers and City Survey (CTS) Numbers were allotted inter alia the said larger property was sub-divided into numerous CTS Numbers. In the premises, due to consolidation, land admeasuring about 2,634.30 sq. mtrs. equivalent to 3150.62 sq. yds. or thereabouts out of the larger property was allotted CTS Nos. 153, 153/1 to 100.

8. In the premises, Mrs. Dhangauri Mohanlal Saraiya became entitled to the captioned property.



The said property was encroached upon by the Slum Dwellers who had built huts, slum tenements and chawls thereon and in view thereof, a part of the said property bearing CTS No.153 admeasuring 1,797.9 Sq. mtrs. was declared/notified as 'slum property' by the Deputy Collector (ENC.) and Competent Authority, Andheri, vide his order dated 12th January, 1983

P. K. K. K.

बंदर - १८	
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Ratnakar T. Mishra
B.A.B.Ed.LL.B.
Advocates High Court, Mumbai
Reg.No.MAH/188-B/1996



Annawadi, Tople Wadi, Western
Express Highway, Opp.Sai Service,
Andheri(E), Mumbai - 400099.
Mob.:9451346895

estate including his 25% undivided share, right, title and interest in the said property.

13. In the premises, (1) Mr. Nirupam Hasmukhlal Saraiya, (2) Mr. Kamlesh Hasmukhlal Saraiya and (3) Mr. Hemant Kumar alias Amit Subodhchandra Saraiya, individually became entitled to 25% undivided, share, right, title and interest each in the said property and (4a) Mrs. Anjana Subodhchandra Saraiya, (4b) Mr. Premal Nitiin Saraiya and (4c) Mrs. Tushima Samir Vora Nee Tushima Nitiin Saraiya became jointly entitled to 25% undivided, share, right title and interest in the said property and individually entitled to 8.33% each undivided, share, right title and interest in the said property (hereinafter referred to as "**the said Owners**").

14. Thereafter, by an Agreement for Development dated 9th December, 2003 executed by and between Mr. Hemant Kumar alias Amit Subodhchandra Saraiya (therein referred to as 'the Owner') of the One Part and Sonal Contractors Private Limited, (hereinafter referred to as "**the said company**") and therein referred to as 'the Developers') of the Other Part, the Owner therein did thereby agree to grant to the Developers therein and Developers did thereby agree to acquire the Development rights in respect of his undivided share, right, title and interest in the said property for the consideration and upon the terms and condition as mentioned therein. The said Mr. Hemant Kumar alias Amit Subodhchandra Saraiya had also pursuant to such a Development Agreement dated 9th December, 2003 issued a Power of Attorney on the same date in the favour of the said company permitting it to carry out all acts deeds and things for the development of the said property in respect of his undivided share, right, title and interest in the said property.



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१८०२	१३० १/४०
	२०२४

Ratnakar T. Mishra

B.A.B.Ed.LLB.
Advocates High Court, Mumbai
Reg.No. MAH/188-B/1996



Annawadi, Tople Wadi, Western
Express Highway, Opp. Sai Service,
Andheri(E), Mumbai - 400099.

Mob.:9451346695

15. Thereafter, by an Agreement for Development dated 9th December, 2003 executed by and between Mr. Nirupam Hasmukhlal Saraiya, (therein referred to as 'the Owner') of the One Part and the said company (therein referred to as 'the Developers') of the Other Part, the Owner therein did thereby agree to grant to the Developers therein and Developers did thereby agree to acquire the Development rights in respect of his undivided share, right, title and interest in the said property for the consideration and upon the terms and condition as mentioned therein. The said Mr. Nirupam Hasmukhlal Saraiya, had also pursuant to such a Development Agreement dated 9th December, 2003 issued a Power of Attorney on the same date in favour of the said company permitting it to carry out all acts deeds and things for the development of the said property in respect of his undivided share, right, title and interest in the said property.

16. Thereafter, by an Agreement for Development dated 10th December, 2003 executed by and between Mr. Kamlesh Hasmukhlal Saraiya, (therein referred to as 'the Owner') of the One Part and the said company (therein referred to as 'the Developers') of the Other Part, the Owner therein did thereby agree to grant to the Developers therein and Developers did thereby agree to acquire the Development rights in respect of his undivided share, right, title and interest in the said property for the consideration and upon the terms and condition as mentioned therein. The said Mr. Kamlesh Hasmukhlal Saraiya, had also pursuant to such a Development Agreement dated 9th December, 2003 issued a Power of Attorney on the same date in favour of the said company permitting it to carry out all acts deeds and things for the development of the said property in respect of his undivided share, right, title and interest in the said property.

Peeled



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Ratnakar T. Mishra
B.A., B.Ed., LL.B.
Advocates High Court, Mumbai
Reg. No. MAH/188-B/1996



Annawadi, Tople Wadi, Western
Express Highway, Opp. Sai Service,
Andheri(E), Mumbai - 400099.

Mob.: 9451346895

17. Thereafter, by an Agreement for Development dated 6th January, 2004 executed by and between (1) Mrs. Anjana Subodhchandra Saraiya, (2) Mr. Premal Nifin Saraiya and (3) Mrs. Tushima Samir Vora Nee Tushima Nifin Saraiya (therein referred to as 'the Owners') of the One Part and the said company (therein referred to as 'the Developers') of the Other Part, the Owners therein did thereby agree to grant to the Developers therein and Developers did thereby agree to acquire the Development rights in respect of their undivided share, right, title and interest in the said property for the consideration and upon the terms and condition as mentioned therein. The said (1) Mrs. Anjana Subodhchandra Saraiya, (2) Mr. Premal Nifin Saraiya and (3) Mrs. Tushima Samir Vora Nee Tushima Nifin Saraiya, had also pursuant to such a Development Agreement dated 9th December, 2003 issued a Power of Attorney on the same date in the favour of the said company permitting it to carry out all acts deeds and things for the development of the said property in respect of their undivided share, right, title and interest in the said property.

18. In view of the fact that the said Mr. Nirupam Hasmukhlal Saraiya resided permanently out of India he had by an Irrevocable General Power of Attorney dated 5th December, 2015 duly registered at Sub - Registrar of Assurances at Andheri-4, under Serial No. BDR/15/9944/2015, issued in favour of Mr. Premal Nifin Saraiya granted him permission to carry out all acts, deeds, matters and things in respect of his undivided share, right, title and interest in the said property as recorded therein.



There were no constructive steps taken by the said company for construction or development of the said property pursuant to the aforesaid

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पत्र - १८		
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Ratnakar T. Mishra

B.A.,B.Ed.,LLB.
Advocates High Court, Mumbai
Reg.No.MAH/188-B/1996



Annawadi, Tople Wadi, Western
Express Highway, Opp.Sai Service,
Andheri(E), Mumbai - 400099.

Mob.:9451346895

Development Agreement/s and thereby were breach of the terms of the aforesaid Development Agreement/s, in view thereof, (1a) Mrs. Anjana Subodhchandra Saraiya, (1b) Mr. Premal Nitiin Saraiya and (1c) Mrs. Tushima Samir Vora Nee Tushima Nitiin Saraiya and (2) Mr. Nirupam Hasmukhlal Saraiya by their respective letters both dated 5th December, 2015 recorded that the said company had abandoned and breached the aforesaid Development Agreements and cancelled the Powers of Attorney issued by them in the said Company's favour interalia they terminated their respective Development Agreements dated 6th January, 2004 and 9th December, 2003 aforesaid hereinabove and cancelled the Powers of Attorney issued pursuant thereto. Likewise (1) Mr. Hemant Kumar alias Amit Subodhchandra Saraiya and (2) Mr. Kamlesh Hasmukhlal Saraiya had also by their respective letters both dated 8th of December, 2015 recorded that the said company had abandoned and breached the aforesaid Development Agreements and cancelled the Powers of Attorney issued by them in said company's favour interalia terminated their respective Development Agreements dated 9th December, 2003 and 10th December, 2003 as aforesaid hereinabove and cancelled the Powers of Attorney issued pursuant thereto.

20. Subsequently, in view of the fact that said Mr. Hemant Kumar alias Amit Subodhchandra Saraiya also resided permanently out of India he had by a Power of Attorney dated 13th December, 2015 duly registered before Vice Consulate General of India New York, under Serial No. 03-4939762, issued in favour of Mr. Premal Nitiin Saraiya, granted him permission to carry out all acts, deeds, matters and things in respect of his undivided share, right, title and interest in the said property as recorded therein.

Peddy



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Ratnakar T. Mishra
B.A.B.Ed.L.L.B.
Advocates High Court, Mumbai
Reg.No. MAH/188-B/1996



Annawadi, Tople Wadi, Western
Express Highway, Opp. Sai Service,
Andheri(E), Mumbai - 400099.
Mob.: 9451346895

21. Subsequently, the said owners of the said property had caused Public Notices dated 18th December, 2015 in Two newspapers namely, The Free Press Journal (English) and Navshakti, (Marathi) all Mumbai Editions and which appeared in their respective issues declaring and stating that the said company has abandoned, breached, given a go bye to the aforesaid Development Agreements and they have no right, title and interest under the aforesaid Developments Agreements or in the said property and the owners are entitled to deal with the said property as it may deem fit to them.

22. Thereafter, the said company had by its letter dated 23rd December, 2015 bearing Ref No. SCPL/153/LEGAL/1215/0608, addressed to the owners, recorded/intimated the conditions restraining the development of the said property, that they had paid the entire consideration payable under the aforesaid Development Agreements to the said Owners and further recorded that if they trespass the said property they will take legal and criminal against them.

23. Thereafter, the said Owners had by their Advocate's letter dated 4th January, 2016 in reply to letter date 23rd December, 2015 from the said company denied all the allegations and the baseless statements of the said company and called upon the said company to give inspection of the documents and writings as recorded therein. The said Owners through their Advocate had also through this letter recorded that the possession of the said property has not been handed over to the said company and the said owners continues to be in the possession of the said property.

24. Lex Vidhaan, Advocates and Legal Consultants for the said Owners by letter dated 12th January, 2016 recorded that no claims have been received from



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any person/s in connection to the Public Notice dated 18th December, 2015 in respect of the said property.

25. Subsequent thereto, the said Owners had by their Advocate LexVidhaan's letter dated 25th February, 2016 to Advocate of the said company recorded that the inspection of documents was not completed as they were not provided with the certified copies of certain documents. It was noted that the documents relied upon by the said Company were neither adequately stamped nor duly registered. It was also recorded that the Advocate of the said Company had informed the Advocates for the owners that the said Company has neither reverted to him, in spite of repeated telephonic calls being made to the said Company, nor have they/said company has come to collect their original documents. It was further recorded under the said letter dated 25th February, 2016 that it appears that the said Company has accepted/admitted the abandoning of the Development Agreement/Power of Attorney and all the other documents incidental thereto executed by and between the said owners and the said Company. The Advocate Nikhil Saijan, also appointed by the owners had accompanied Ms. Madhavi Chaudhari of M/s. Lex Vidhaan for the said inspection has addressed a letter dated 1st March, 2016 to us, stating the same facts as mentioned under the letter dated 25th February, 2016 and he has further, mentioned that no documents or writings creating any third-party rights were provided during the said inspection.

26. Subsequently no response and/or reply to the said letter dated 25th February, 2016 is received from said company and/or its Advocates.

Ratnakar



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Ratnakar T. Mishra
B.A.B.Ed.LL.B.
Advocates High Court, Mumbai
Reg.No.MAH/188-B/1996



Annawadi, Tople Wadi, Western
Express Highway, Opp.Sai Service,
Andheri(E), Mumbai - 400099.

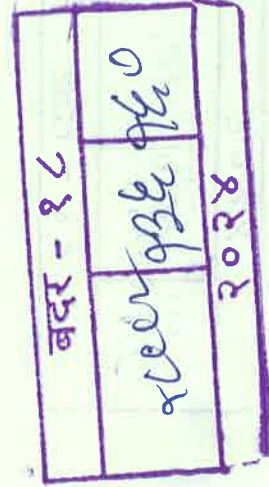
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27. Pursuant thereto, no steps have been taken and/or initiated by the said company to and for claiming the alleged rights in the said property and/or for invalidating the termination of the aforesaid Development Agreements and Powers of Attorney.

28. Subsequently, by Release Deed dated 3rd June, 2016, duly registered with the Sub Registrar of Assurances at Andheri -1, under No. BDR/1/6172 of 2016, executed by and between (1) Mr. Premal Nitin Saraiya and (2) Mrs. Tushima Samir Vora Nee Tushima Nitin Saraiya (therein referred to as 'the Releasers') of the One Part and Mrs. Anjana Nitin Saraiya (therein referred to as 'the Releasee') of the Other Part, the Releasers therein did thereby release, surrender and relinquish their respective share, right, title and interest in said property to and in favour of their mother being the releasee therein for the consideration being the love and affection and on the terms and conditions as recorded therein.

29. In the premises (1) Mrs. Anjana Nitin Saraiya, (2) Mr. Nirupam Hasmukhlal Saraiya, (3) Mr. Kamlesh Hasmukhlal Saraiya and (4) Mr. HemantKumar alias Amit Subodhchandra Saraiya became jointly entitled to and the absolute owners of the said property.

30. By Deed of Conveyance dated 4th June, 2016 registered at Sub- Registrar of Assurances at Andheri - 4, under Serial No. BDR/15/7898/2016, by and between (1) Mrs. Anjana Nitin Saraiya, (2) Mr. Nirupam Hasmukhlal Saraiya, (3) Mr. Hemant Kumar alias Amit Subodhchandra Saraiya and (4) Mr. Kamlesh Hasmukhlal Saraiya (therein referred to as 'the Vendors') and M/s. Avant Heritage - III Rectly LLP, through Designated Partner Mr. Sudeep Kumar Saha (therein referred to as 'the Purchasers'), the Vendors therein did



Ratnakar T. Mishra

B.A., B.Ed., LL.B.
Advocates High Court, Mumbai
Reg. No. MAH/188-B/1996



Annawadi, Topla Wadi, Western
Express Highway, Opp. Sal Service,
Andheri (E), Mumbai - 400099.

Mob. : 9451346895

thereby sell, convey, transfer and assure the said property to the purchasers for the consideration and on the terms as stated therein. Pursuant thereto, an Irrevocable General Power of Attorney dated 27th October, 2016 registered with the Sub-Registrar of Assurances under Serial No. BDR-15/7899/2016 was duly executed by the Vendors of the said Deed of Conveyance dated 4th June, 2016 in favour of the designated partner Mr. Sudeep Kumar Saha granting him permission to carry out all acts, deeds, matters and things necessary, in respect of the development of the said property as recorded therein.

31. In these circumstances, we, i.e., M/s. Avant Heritage - III Realty LLP are entitled to said property as the sole and absolute owners thereof and in peaceful possession thereto and also as the said property is transferred to their name as is evident from P. R Card copies.

Dated this 3rd day of April, 2019.

Ratnakar T. Mishra
Advocate 314119
R. T. Mishra
B.A., B.Ed., LL.B.

Annawadi, Topla Wadi, Western
Express Highway, Opp. Sal Service,
Andheri (E), Mumbai-400 099.



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MUNICIPAL CORPORATION OF GREATER MUMBAI

NO. Ch.E./DP3420220511391404 D.P. Rev. dt. Refer Inward Number: K/E/2022/11391409 Payment Dated 10/05/2022

Office of the Chief Engineer (Development Plan)
Municipal Head Office, 5th Floor,
Annex Building, Fort,
Mumbai - 400 001

DP 2034 Remarks

To,
Mr./Mrs. Avant . Group
Andheri East

Sub: Development Plan 2034 remarks in respect to Land Bearing C.T.3. No(s) 153 of MAJAS Village situated in K/E Ward, Mumbai.

Ref : Application ulno. K/E/2022/11391409 Payment Challan No. DP3420220511391404 Dated 10/05/2022 certifying payment of charges made under Receipt no. 18200048909 Dated 10/05/2022

Gentleman/Madam,

With reference to above, Development Plan 2034 remarks sanctioned by GaM in respect of subject land boundaries, shown in blue color boundary on the accompanied plan, are as follows.

Description	Nomenclature	Remarks
CTS No.	153	
Village	MAJAS	
Development Plan 2034 referred to Ward	K/E	
Zone [as shown on plan]	Residential(R)	
Sanctioned Roads affecting the Land [as shown on plan]	Existing Road	Present
	Proposed Road	NIL
	Proposed Road Widening	NIL
Reservation affecting the Land [as shown on plan]	NO	
Reservation abutting the Land [as shown on plan]	NO	
Existing amenities affecting the Land [as shown on plan]	NO	
Existing amenities abutting the Land [as shown on plan]	NO	
Whether a listed Heritage building/ site:	Yes / No	
Whether situated in a Heritage Precinct:	Yes / No	
Whether situated in the buffer zone/Vista of a listed heritage site:	Yes / No (JOGESHWARI CAVES BUFFER)	



ASI Monuments:
NOC from Archaeological Survey of India Monument shall be obtained before commencing any development.

This is electronically generated report. Hence personal signature is not required

CHE/DP3420220511391404/DP/K/E

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<p>Note: The remarks are offered based on the records of CS/CTS boundaries:CS/CTS Nos available with this office. However the boundaries shown in the records of City Survey Office shall supersede those shown on the DP Remarks Plan.</p>
<p>Demarcation: The Alignment of the proposed road/R.L. and boundaries of reservations and their area are subject to the actual demarcation on site by E.E.T&C/A.E.(Survey) as case may be.</p>
<p>Remarks are offered only from the zoning point of view without reference to ownership and without carrying out actual site inspection and without verification of the status of the structures if any on the land under reference. Status of the existing road, if any, shall be confirmed from the concerned Ward Office.</p>
<p>The DP Remarks and Plan shall be read with notification no. TPB.4317623/CR-118/2017/UD-11 dt. 8.11.2017, TPB.4317778/CR-267/2017/UD-11 dt. 7.2.2018, TPB.4317629/CR-118/2017/UD-11 dt.8.5.2018 & TPB.4317629/CR-118/2017/EPUD-11 dt.8.5.2018 before granting any development permission on the lands. (For the Sanctioned Modification & Excluded Portion the link for notification is as under:- DP 2034 Remarks MCGM Home Page (portal.mcgm.gov.in)> Ward & Departments> Chief Engineer - Development Plan> Docs> Sanctioned DP2034</p>
<p>Notifications: MCGM Home Page (portal.mcgm.gov.in)> Ward & Departments> Chief Engineer - Development Plan> Docs> Sanctioned DP2034</p>
<p>Plans: EP Sheets:- MCGM Home Page (portal.mcgm.gov.in)> Ward & Departments> Chief Engineer - Development Plan> Docs> Sanctioned DP2034> Development Plan 2034 (Excluded Part) EP Sheets, 8th May 2018 - For Suggestions / objections by Government SM Sheets:- MCGM Home Page (portal.mcgm.gov.in)> Ward & Departments> Chief Engineer - Development Plan> Docs> Sanctioned DP2034> Development Plan 2034(sanctioned part) SM sheets, 8th May 2018</p>

Additional Information

<p>Water pipeline Remark: Water pipeline near the plot (1.34 meters far) has 300 mm pipe diameter.</p>
<p>Sewerline Remark: Sewer Manhole near the plot (Node No. 17279904, 2.06 meters far) has invert level 40.11 meters with reference to Town Hall Datum (THD).</p>
<p>Drainage Remark: Drain Manhole near the plot (Node ID 2174178501, 0.00 meters far) has invert level 39.84 meters with reference to Town Hall Datum (THD).</p>
<p>Ground level: The plot has minimum 41.60 meters and maximum 43.20 meters ground level with reference to Town Hall Datum (THD)</p>
<p>RL Remark: REGULAR LINE REMARKS (Traffic): Land bearing C.T.S. No.(s) 153 of Village MAJAS in KJE ward of N.C.G.M. as shown bounded blue on accompanying plan is affected by the sanctioned Regular line of 13.40mts. i.e. (44.0' approx.) wide K. Gavkar Road marked in red colour on the RL plan submitted by you. REGULAR LINE REMARKS (Survey): As far as Survey department is concerned, there is no proposed or sanctioned Regular Line/Road Line at present along the plot C.T.S. No.(s) 153 of Village MAJAS in KJE ward of M.C.G.M. as shown bounded blue on accompanying plan.</p>

Heritage Buffer/Vistas:

The plot(s) under reference is/are situated within 100 mtrs. Buffer Zone, Vistas of heritage sites/structure. Hence, clearance / remarks from MHCC (Heritage) and / or Competent authority might be necessary as may be applicable for any development of property so that appropriate cognizance of the grandeur of or view from the existing grade-I Heritage buildings/ Monuments, can be ensured.



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MUNICIPAL CORPORATION OF GREATER MUMBAI
(Development Plan Department)

Development Plan 2034

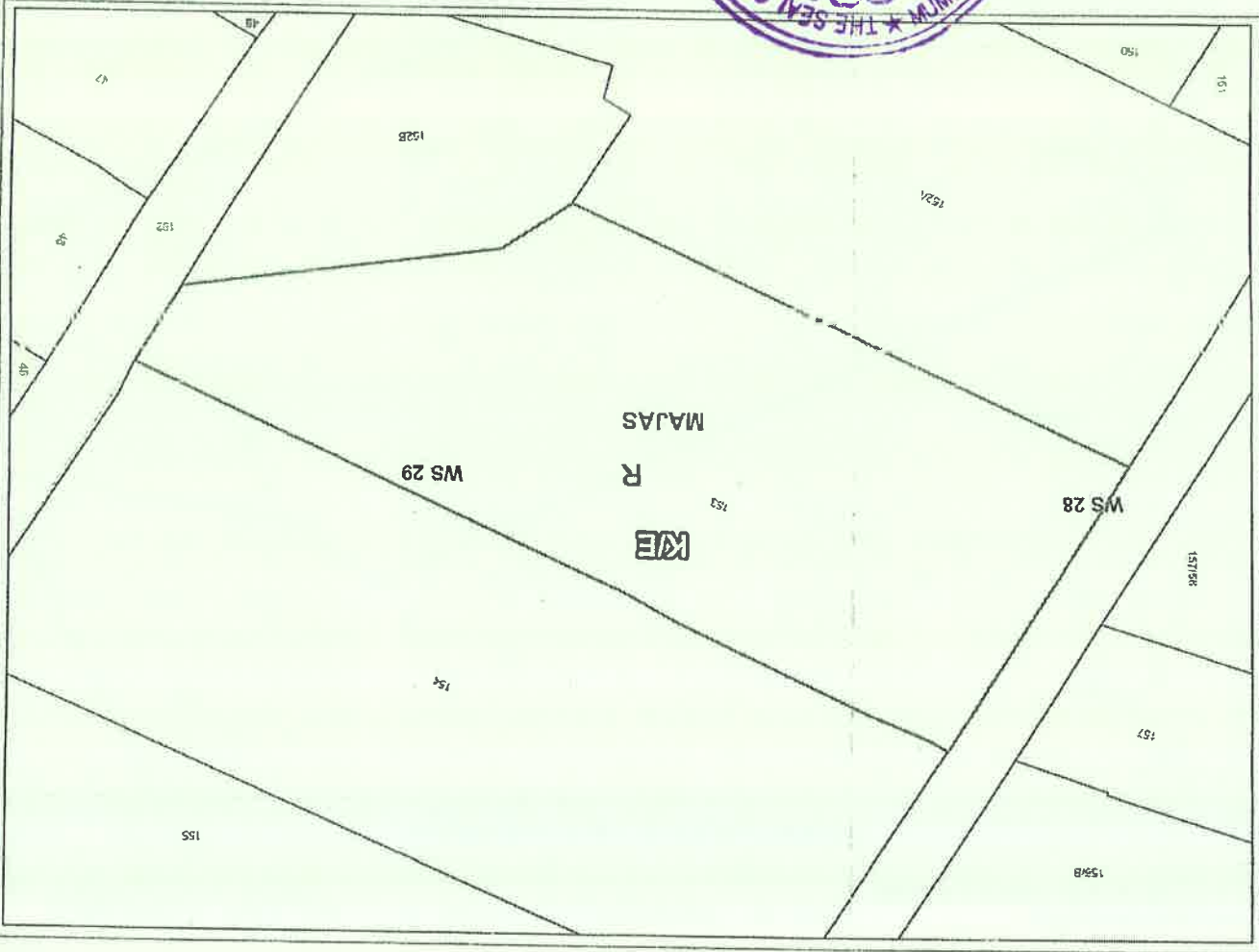
Office of the Chief Engineer (Development Plan),
 5th Floor, Annex Building,
 Municipal Head Office,
 Mahapalika Marg, Fort, MUMBAI - 400 001.



Scale 1:500
 Land Revenue, T.S. (S) 153 of MAJAS Village in K/E Ward



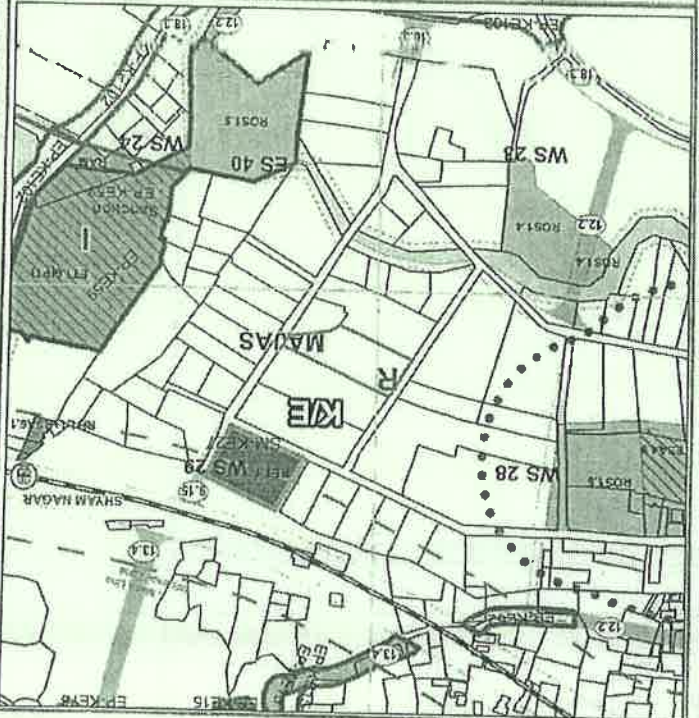
BLOCK PLAN



Note:
 DP Remarks have been offered only from Zoning point of view without any reference to the existing and status of the structures on the land under reference etc.
 This plan is to be read with letter under
 CHE/DP/3420220511391404/PMWS/R/E

This is an electronically generated document. Hence, No signature required Assistant Engineer (DP), K/E Ward, Dated: 10/05/2022

LOCATION PLAN
 Scale 1:4000





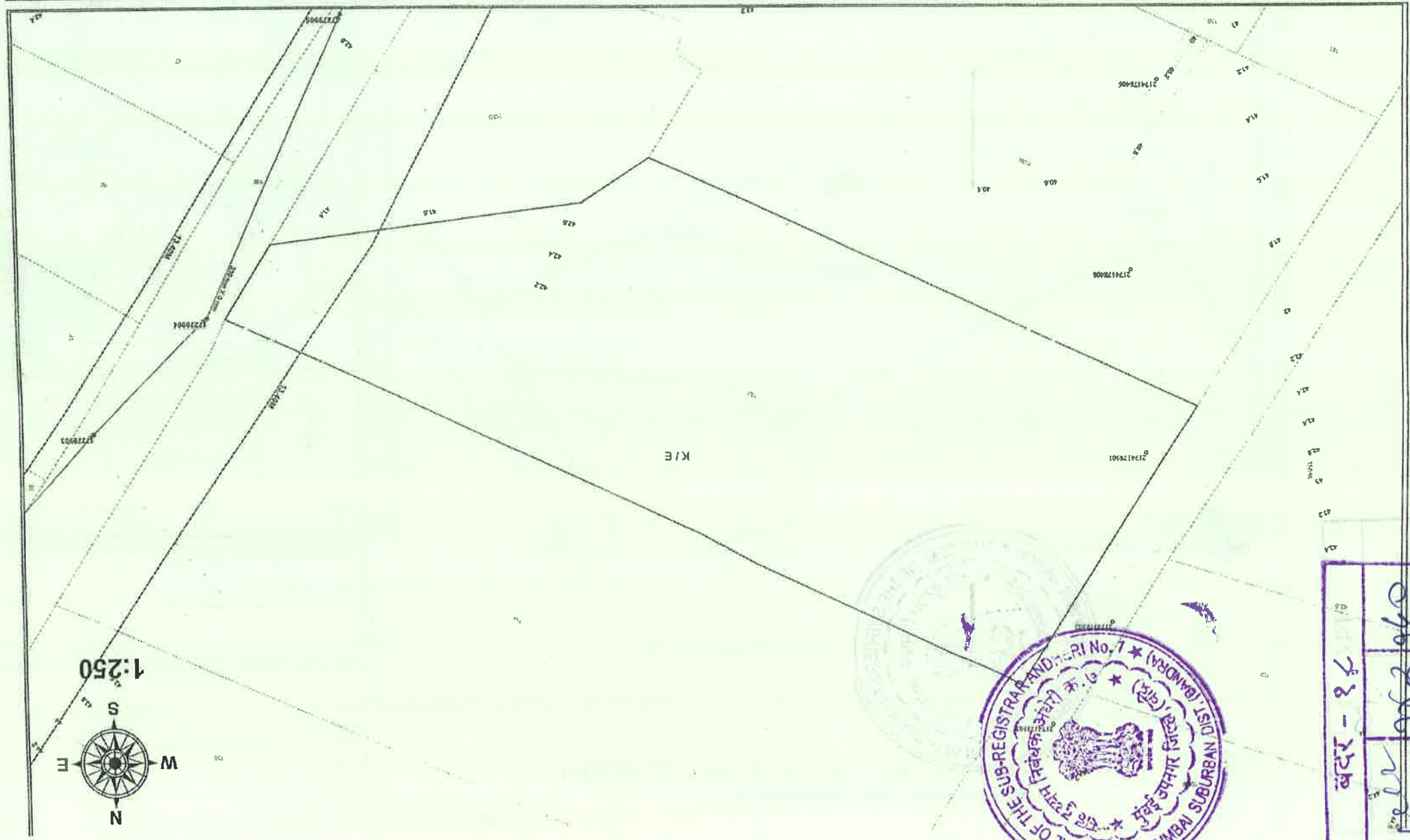
MUNICIPAL CORPORATION OF GREATER MUMBAI
(Development Plan Department)

This plan is to be read with additional information given in letter no CHE/DP/3420220511391404/DP/MS/K/E

Land Bearing CTS No(s) 153 of MAJAS Village in K/E Ward

Legend

- Sewer Manholes
- SMD Manholes
- Survey Roadlines
- Traffic Roadlines
- Sewerlines
- Ward Boundary
- Storm Water Drains



1:250



2022	276
2022	276

ANNEXURE "M"
THE FIXTURES, FITTINGS AND AMENITIES TO BE PROVIDED IN THE SAID BUILDING
AND IN THE PREMISES

- Earthquake Resistant structure conforming to IS codes
- Rain water harvesting: rain water pipes shall terminate into flower bed along the boundary line
- Entrance Lobby with Premium Marble / Granite Flooring and Wall Cladding; Designer Ceiling
- Designer Flooring with Ceramic or Vitrified tiles and textured walls Elevator Lobbies
- Staircases: Polished Kota Treads; MS Hand Rail
- Two High Speed Elevators including one stretcher Elevators of reputed make
- Energy Efficient Fluorescent Lamps for Corridor Lighting
- Driver's and Servants toilet at Ground Floor
- Video phone security system & Intercom facility
- 24 x 7 Alternate Power Supply / Backup for Essential Services and Facilities
- External Finish: Sand - Cement Plaster + Elastomeric Paint (Double Coated)
- External Walls: Solid Brick Masonry / Autoclaved Aerated Concrete Blocs / Fly Ash Bricks
- Internal Walls: Brick Masonry / Autoclaved Aerated Concrete Blocs / Fly Ash Bricks
- Doors: All Doors hardwood frame and hot-pressed flush doors with best quality hinges and fixtures.
- Main Door: Veneered/laminated and will have Decorative handle/latch etc.
- Windows: Anodized Aluminum Frame Sliding Windows for all Rooms. Powder Coated Aluminum Frame Louvered Windows for all toilets. French windows in select room (s)/ Living Room.
- Wall Finish: POP Punning + Primer + 2 Coats of peasing shades of acrylic emulsion paint.
- Flooring / Skirting / Dado:
 - Living/Dining: Marble or Premium Vitrified tile flooring and skirting
 - Kitchen: Premium Vitrified tile flooring and skirting
 - Bedrooms: Premium Vitrified tile flooring and skirting
 - Toilets: Antiskid Ceramic Tiles and full height Glazed tile dado
- Kitchen Platform: Ceramic tiles up to 2 feet above working platform, rest of the wall in acrylic emulsion paint. Granite counter with sink





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AVANT
HERITAGE III

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTOR OF THE COMPANY OF AVANT HERITAGE-III REALTY PRIVATE LIMITED HELD ON WEDNESDAY, 11TH JANUARY, 2023 AT 522, 5TH FLOOR, THE SUMMIT BUSINESS BAY, WEH, METRO GATE NO.3, GURU NANAK PETROL PUMP, ANDHERI EAST, MUMBAI - 400 069.

The members presents felt the need for authorization to Mr. Sudeep Kuamr Saha for various agreements for sales of flats/shops and and/or apartment in the Project Avant Heritage -III of the company in the ordinary course of the business. The matters was discussed and the following resolutions were passed:

"RESOLVED THAT Mr. Sudeep Kumar Saha or Mr. Aditya Govind Thombare both Director of the company, be and is hereby authorised severally to sign and execute the documents, writing, declaration, indemnity bonds, affidavits, Agreement for sale of Flats, Permanent Alternate Accommodation Agreement, Rectification Deed, Cancellation Deed, Joint Development, Development Agreement, Conveyance Deed, Memorandum of Understanding by whatever name called which are required to be registered with the concerned registering authorities by lodging the same registration and admitting the execution thereof before such authority and to do all acts and deeds as may be necessary for the aforesaid purpose of lodging and registering documents as aforesaid for and on behalf of the Company."

"RESOLVED FURTHER THAT the copy of this resolution may be submitted to the concerned authorities and persons related thereto."

CERTIFIED TRUE COPY

AVANT HERITAGE-III REALTY PRIVATE LIMITED



Sudeep Kumar Saha
Director
DIN: 03068307



Aditya Govind Thombare
Director
DIN: 07316150



Avant Heritage III Realty Pvt Ltd., 522, 5th Floor, The Summit - Business Bay, Andheri Kurla Road Off Western Express Highway. (Adjacent to WEH Metro Station, Gate no 3), Andheri East, Mumbai, Maharashtra-400093
T: +91 2693 4133/4, 2682 4134 · www.avantinfra.com
CIN - U70108MH2023PTC897296

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बंदर - १८		
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घोषणापत्र

मी महेंद्र रामचंद्र मोरडे याद्वारे घोषित करतो की, दुय्यम निबंधक-----
अधरी-१ यांचे कार्यालयात करारनामा या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. श्री सुवंत देविदा उरियदा घुस्ति व इ. यांनी दि. ०६/१०/२०२३ रोजी मला संचालक स्वरोप कुमार् या दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे/निष्पादीत करून कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रदद केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रददबातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम, १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहीन याची मला जाणीव आहे.

दिनांक २५/१०/२०२४

कुलमुखत्यारपत्रधारकाचे नाव

व सही

Murthy



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Handwritten text in Devanagari script, including the words "पुस्तक" (book) and "संख्या" (number).

पुस्तक संख्या: १६०

१६०

१६०



बदल - १८	१६०	१६०
१६०	१६०	१६०
१६०	१६०	१६०

Card No.8491, 2628 7487, 3) Mr. SANDESH JAYDAS CHAVAN, adult, Indian inhabitant and having permanent address at Konavhi wadi, Kelavdi, Ratnagiri, Maharashtra - 416 702, holding P.A. No. BCMPC-380 J, Aadhar Card No.7864 3002 9357, 4) Mr. SUDHIR MOHAN HIWALKAR, adult, Indian inhabitant and having permanent address at Burambewadi, Burbewadi, Ratnagiri, Rajapur, Maharashtra - 416 792, holding P.A. No. ANKPH4564K, Aadhar Card No.8667 7042 9947 to act jointly and/or severally as its true and lawful attorneys to do, perform and execute, for the said Companies and on its behalf, the following acts, deeds, matters and things as appearing hereafter.

KNOW NOW YE ALL THESE PRESENTS YE THE AFORESAID COMPANIES do hereby appoint, nominate, and constitute 1) Mr. MAHENDRA RAMCHANDRA MODAK, 2) Mr. RAMESH BANDU CHAVAN, 3) Mr. SANDESH JAYDAS CHAVAN, and 4) Mr. SUDHIR MOHAN HIWALKAR as our true and lawful attorneys to do the following acts, deeds, matters and things jointly and/or severally, for us and on our behalf, more specifically mentioned as stated hereinafter:-

presently and lodge in the office of the Collector of Stamps, Sub Registrar, Joint Sub Registrar of Assurances at Mumbai, Nav-Mumbai or in any other relevant office of the Sub-Registrar of Assurances in India for any document etc, executed by the Director(s)/Partner(s) of the Companies, as aforesaid and admit execution of all such documents, writing, Declarations, indemnity bonds, Affidavits, undertaking, Agreement for Sale of Premises, Sale Deed, Permanent Allotment Accommodation Agreement, Rectification Deed, Cancellation Deed, Confirmation Deed, etc, by whatever name called which have to be registered with the concerned registering authorities by lodging the same registration and admitting the execution thereof before such authority and to do all acts, deeds the



बदर - १८
२०२४
२४

COMMON SEAL OF THE

withnamed "EXECUTANTS"

SHRI SUDEEP KUMAR SARA

In the presence of



SIGNED AND DELIVERED BY THE

WITHNAMED "ATTORNEYS HOLDERS"

1) Mr. MAHENDRA RAMCHANDRA MODAK

2) Mr. RAMESH BANDU CHAVAN

3) Mr. SANDESH JAYDAS CHAVAN

4) Mr. SUDHIR MOHAN HIWALKAR

In the presence of

1) Mr. MAHENDRA RAMCHANDRA MODAK

2) Mr. RAMESH BANDU CHAVAN

3) Mr. SANDESH JAYDAS CHAVAN

4) Mr. SUDHIR MOHAN HIWALKAR

In the presence of

1) Mr. MAHENDRA RAMCHANDRA MODAK

2) Mr. RAMESH BANDU CHAVAN

3) Mr. SANDESH JAYDAS CHAVAN

4) Mr. SUDHIR MOHAN HIWALKAR

बदर - १८
२०२४
२४

things as may be necessary for the aforesaid purpose of lodging and registering documents etc, as aforesaid.

2. To present and lodge in the office of the Collector of Stamps, Sub Registrar, Joint Sub Registrar of Assurances at all places in Mumbai, Nav-Mumbai, and in all undertakings, declarations, affidavits that may be required by BMC or any of its concerned authorities or any the Government or Semi-Government authorities in respect of any of the properties acquired/ redeveloped by the Companies.

3. To collect or receive the original documents and deeds from the Collector of Stamps, Sub Registrar, Joint Sub Registrar of Assurances and to issue valid receipts thereat.

4. The present Power of Attorney shall be used and implemented by the Attorneys herein, jointly and/or severally, only for admitting the execution of the aforesaid documents to be executed by the Companies through its Director/s or Partner/s and to register the documents, as may be executed by the Companies and shall be valid, binding and subsisting till the employment of the said Attorneys with the Companies ceases to its entire concern.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERETO EXECUTED THESE

PRESENTS AND PLACED THEIR RESPECTIVE HANDS AND SEAL TO THESE PRESENTS on this 24 day of February, 2023.



बदर - १८
२०२४
२४

AVANT

CERTIFIED TRUE COPY OF RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTORS OF RAGHUVENKA CONSTRUCTION COMPANY PVT. LTD. HELD AT 3 PM ON 6th SEPTEMBER 2022 AT 223RD FLOOR, THE AVANT BUSINESS BAY, ANHURIM EAST, NEAR VEH. METRO GATE 8, GUNDO NANAK, PETROL PUMP, MUMBAI. UNDER THE REGISTERED OFFICE OF THE COMPANY.

The members present for the need for authorization to Mr. Sudeep Kumar Sara for various agreements for sales of flat/Shop and/or apartments in the Project Avant Hillway of the company in the ordinary course of business. The matters were discussed and following resolution(s) were passed:

"RESOLVED THAT Mr. Sudeep Kumar Sara or Mr. Nilesh N. Vashiji both director of the company, be and is hereby severally authorized to sign & execute the documents, writing, declarations, indemnity bonds, affidavits, agreements for sale of flats, Permanent Allotment Accommodation Agreement, Rectification Deed, Cancellation Deed, Joint Development, Development Agreement, Memorandum of Understanding by whatever name called which are required to be registered with the concerned registering authorities by lodging the same registration and admitting the execution thereof before such authority and to do all acts and deeds as may be necessary for the aforesaid purpose of lodging and registering documents as aforesaid for and on behalf of the company."

"RESOLVED FURTHER THAT a copy of this resolution may be submitted to the concerned authorities and person related thereto"

FOR RAGHUVENKA CONSTRUCTION COMPANY PRIVATE LIMITED

Sudeep Kumar Sara
Director



बदर - १८
२०२४
२४

ASHWARYA AVANT HERITAGE

CERTIFIED TRUE COPY OF RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTORS OF ASHWARYA AVANT BUILDERS PVT. LTD. HELD AT 3.00 PM ON 15th DECEMBER 2021. THE REGISTERED OFFICE OF THE COMPANY AT 522, 5th FLOOR, THE SUMMIT BUSINESS BAY, ANDHERI EAST, MUMBAI 400068.

The members present felt the need for authorization to Shri Sudeep Kumar Saha for various agreements for sales of flats/units and/or apartments in the Project Tower - I & Tower - II, Avant Heritage of the company in the ordinary course of business. The matters was discussed and the following resolutions were passed:

* RESOLVED THAT Shri Sudeep Kumar Saha Director of the company, be and is hereby authorized to sign and execute the documents, writing, declarations, indemnity bonds, affidavits, Agreement for sale of Flats, Permanent Accommodation Agreement, Rectification Deed, Cancellation Deed, Joint Development, Development Agreement, Conveyance Deed, Memorandum of Understanding by whatever name called which are required to be registered with the concerned registering authorities by lodging the same registration and admitting the execution thereof before such authority and to do all acts and deeds as may be necessary for the aforesaid purpose of lodging and registering documents as aforesaid for and on behalf of the Company.

* RESOLVED FURTHER THAT a copy of this resolution may be submitted to the concerned authorities and persons related thereto.

For ASHWARYA AVANT BUILDERS PVT LTD


Sudeep Kumar Saha
Director


Ajay Choudhary
Director



बदर - १८
2021 12 24

Ms. Ashwarya Avant Builders Private Limited, 522, 5th Floor, The Summit - Business Bay, Andheri East, Mumbai, India. Plot No. 31, Andheri East, Mumbai, Maharashtra 400068. CIN: U01040MH2019PC0323884

AVANT

CERTIFIED TRUE COPY OF RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTORS OF RASHVENDRA CONSTRUCTION COMPANY PVT LTD HELD AT 12 NOON 14th DECEMBER 2019 AT 522,5th FLOOR, THE SUMMIT BUSINESS BAY, ANDHERI KURLA ROAD, OFF WESTERN EXPRESS HIGHWAY (Adjacent to WELI Metro Station Gate No. 3) ANDHERI EAST MUMBAI 400068.

The members felt the need for authorization to Shri Sudeep Kumar Saha for various agreements in the project Avant Heritage of the company in the ordinary course of business. The matter was discussed and the following resolutions were passed:

* RESOLVED THAT Shri Sudeep Kumar Saha Director of the company, be and is hereby authorized to sign and execute the documents, writing, declarations, indemnity bonds, affidavits, Undertaking, Agreements for sale of flats, Permanent Accommodation Agreement, Rectification deed, Cancellation deed, Joint Development, Development Agreement, Conveyance deed, Mortgage deed, Memorandum of understanding, by whatever name called which are required to be registered with the concerned registering authorities by lodging the same registration and admitting the execution thereof before such authority and to do all acts and deeds as may be necessary for the aforesaid purpose of lodging and registering documents as aforesaid for and on behalf of the company.

* RESOLVED FURTHER THAT a copy of this resolution may be submitted to the concerned authorities and persons related thereto.

Certified to be true copy


Sudeep Kumar Saha
Director


Ajay Choudhary
Director



Ms. Ashwarya Avant Builders Private Limited, 522, 5th Floor, The Summit - Business Bay, Andheri East, Mumbai, India. Plot No. 31, Andheri East, Mumbai, Maharashtra 400068. CIN: U01040MH2019PC0323884

बदर - १८
2021 12 24





बदर - १८
2021 12 24



बदर - १८
2021 12 24

बदर - १८
2021 12 24

8934 8118 7165
 नया आधार, नया पहचान



बपर - १८
 22.08.2023

8491 2628 7887
 नया आधार, नया पहचान






बपर - १८
 22.08.2023

7864 3002 9557
 नया आधार, नया पहचान

बपर - १८
 22.08.2023

8667 7042 9947
 नया आधार, नया पहचान

बपर - १८
 22.08.2023

बपर - १८
 Recd 22.08.2023
 2023



2:03:11:01 AM

Joint S.N. Andheri-2

Summary-2

2023/2023
2023/2023

Sl. No.	Purchase Type	Verification no/number	QR/Barcode	Amount	Used At	Invoice Number	Cashier Date
1	SURREP MISRA	10000000000000000000	10000000000000000000	500.00	SD	08071048720231	08/02/2023
2	SURREP KUMAR	10000000000000000000	10000000000000000000	450	RF	0802202301157D	08/02/2023
3	SURREP SHUK	10000000000000000000	10000000000000000000	100	RT	9007310397202211	06/02/2023

2023/2023

2023/2023

2023/2023



बदर - १८
2023/2023

प्रमाणित कराराने सेवे को, या
रकमासका (कुरा)..... मा: आशिया,
का, मुम्बई जिल्हा, अहोरी क्र. - ५,
मुंबई उपनगर विभाग

बदर-१८/ 2023/2023
मुम्बई उपनगर विभाग, अहोरी क्र. - ५,
मुंबई उपनगर विभाग.
दिनांक: ०८/०२/२०२३

प्रमाणित कराराने सेवे को,
का, मुम्बई जिल्हा, अहोरी क्र. - ५,
मुंबई उपनगर विभाग.



बदर - १८
१८००२
१९५५ १९६०
२०२४



बदर - १८	
१८६२	१६०
२०२४	



भारत सरकार
Government of India

भारतीय विशिष्ट ओळख प्राधिकरण
Unique Identification Authority of India

Address/पते / Employment No. : 06283140631066

To
Gresham Chandramani Pandey
500, Chandrahari Pandey,
Rajawadi Kumbh Chowk, Shanti Nagar,
Chandramani,
VTC, Mumbai, PO: Barapada P and T Colony,
Sub District: Mumbai, District: Mumbai,
Mumbai, Maharashtra, PIN Code: 400028,
Mobile: 9777120795

E10801000 4249080

आपला आधार क्रमांक / Your Aadhaar No. :
2083 9968 3803
माझे आधार, माझी ओळख

भारतीय विशिष्ट ओळख प्राधिकरण
Unique Identification Authority of India

2083 9968 3803
माझे आधार, माझी ओळख

बंद - १८
१६०२
१६०२
२०२४



बंद - १८		
१८८८	११८	११०
	२०२४	

514/18982

शुक्रवार, 25 ऑक्टोबर 2024 1:55 म.नं.

दस्त गोषवारा भाग-1

बदर 18

दस्त क्रमांक: 18982/2024

दस्त क्रमांक: बदर 18 /18982/2024

बाजार मूल्य: रु. 88,87,559/-

मोबदला: रु. 1,04,17,000/-

भरलेले मुद्रांक शुल्क: रु.6,25,020/-

दु. नि. सह. दु. नि. बदर 18 यांचे कार्यालयान

अ. क्रं. 18982 वर दि.25-10-2024

रोजी 1:53 म.नं. वा. हजर केला.

पावती:20556

पावती दिनांक: 25/10/2024

सादरकरणाराचे नाव: गिरीशचंद चंद्रमणी पांडे

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 3200.00

पृष्ठांची संख्या: 160

एकुण: 33200.00

दस्त हजर करणाऱ्याची सही:

Joint S.R. Andheri-7

सह. दुय्यम निबंधक, अंधेरी क्र. ७

Joint S.R. Andheri-7
सह. दुय्यम निबंधक, अंधेरी क्र. ७

दस्ताचा प्रकार: करारनामा

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

शिक्षा क्रं. 1 25 / 10 / 2024 01 : 53 : 19 PM ची वेळ: (सादरीकरण)

शिक्षा क्रं. 2 25 / 10 / 2024 01 : 54 : 26 PM ची वेळ: (फी)

प्रतिज्ञापत्र

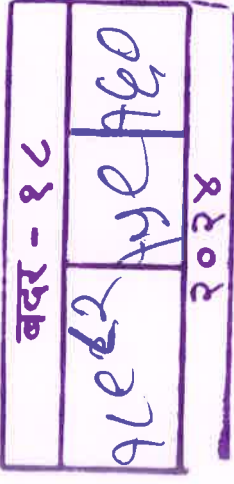
सदर दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसार नोंदणीत वरखल केलेला आहे. दस्तऐवज संपूर्ण मत्सुखर निष्पत्तिक व्यक्ती, साक्षीकर व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. दस्तऐवजी सत्यता, वैधता कायदेशीर बाबींसाठी दस्त निघादक व कान्बुलीधारक हे संपूर्णपणे जबाबदार राहतील.



लिहून देणारे



लिहून घेणारे





25/10/2024 1 58:36 PM

दस्त गोपवारा भाग-2

बदर18
दस्ता क्रमांक:18982/2024दस्ता क्रमांक :बदर18/18982/2024
दस्ताचा प्रकार :-करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

ठसा प्रमाणित

1 नाव:अवत हेरिटेज 3 रियल्टी प्रा.लिमिटेड चे संचालक सुदीप कुमार
सहा तर्फे मुखत्यार महेंद्र रामचंद्र मोडक
पत्ता:लॉट नं: 522, माळा नं: 5 वा मजला, इमारतीचे नाव: द
सुमित विजनेस बे, ब्लॉक नं: मेट्रो स्टेशन गेट नं 3, गुरु नानक पेट्रोल
पंप, अंधेरी पूर्व, मुंबई, रोड नं: अंधेरी कुर्ला रोड, ऑफ वेस्टर्न एक्सप्रेस
हायवे, महाराष्ट्र, मुम्बई.
पॅन नंबर: AAYCA2144A

लिहून देणार
वय :-
स्वाक्षरी:-

2 नाव:गिरीशचंद चंद्रमणी पांडे

लिहून घेणार

पत्ता:लॉट नं: एचईएक्स211518, माळा नं: -, इमारतीचे नाव:
रामदेव सिंग चाळ, ब्लॉक नं: सांताक्रूझ पूर्व, रोड नं: शात्री नगर
,कालिना एन.आर. राधाकृष्ण टेम्पल, महाराष्ट्र, MUMBAI.
पॅन नंबर: C PPPP0693L

वय :-29

स्वाक्षरी:-

वरील दस्तऐवज करून देणार तथाकथीत करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ: 25 / 10 / 2024 01 : 57 : 01 PM

ओळख:-

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

अनु क्र. पक्षकाराचे नाव व पत्ता

स्वाक्षरी

1 नाव:अक्षय देसाई --

वय:25

पत्ता:विलेपार्ले पूर्व, मुंबई
पिन कोड:400057

2 नाव:ऑस्टिन मोटेरो --

वय:42

पत्ता:विलेपार्ले पूर्व, मुंबई
पिन कोड:400057

बदर - १८

१८९८२ १६० १६०
छायाचित्र २०२४ ठसा प्रमाणित



शिक्का क्र.4 ची वेळ: 25 / 10 / 2024 01 : 57 : 46 PM

शिक्का क्र.5 ची वेळ: 25 / 10 / 2024 01 : 57 : 59 PM नोंदणी पुस्तक 1 मध्ये

Joint S.R. Andheri-7
सह. दुय्यम निबंधक, अंधेरी क्र. ७

प्रमाणित करणेत येते की, चा
दस्तामध्ये एकूण.....१६०...पाने आहेत.

सह. दुय्यम निबंधक, अंधेरी क्र.-७,
मुंबई उपनगर जिल्हा

Payment Details.

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	Girishchand Chandramani Pandey	eChallan	10000502024102503264	MH010398750202425P	625020.00	SD	0005708450202425	25/10/2024
2		DHC		1024255008109	1200	RF	1024255008109D	25/10/2024
3		DHC		1024251707943	2000	RF	1024251707943D	25/10/2024
4	Girishchand Chandramani Pandey	eChallan		MH010398750202425P	30000	RF	0005708450202425	25/10/2024

[SD:Stamp Duty] [RF:Registration Fee] [HS:Stamp Handling Charges] बदर-१८/१८९८२/२०२४

पुस्तक क्रमांक १, क्रमांक.....१६०.....बदर 18982 /2024

Know Your Rights as Registrant

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

दिनांक: 25/10/2024

For feedback, please write to us at feedback.isarita@gmail.com

(परिमल वर्दम)

सह. दुय्यम निबंधक, अंधेरी क्र.-७,
मुंबई उपनगर जिल्हा.



सूची क्र.2

दुय्यम निबंधक : सह दु.नि. अंधेरी 7

दस्त क्रमांक : 18982/2024

28/10/2024

नोदणी :

Regn:63m

गावाचे नाव : मजास

- (1) विलेखाचा प्रकार करारनामा
- (2) मोबाइल 10417000
- (3) बाजारभाव(भांडेपट्टयाच्या वावतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे) 8887558.5
- (4) भू-मापन, पोर्टहिस्सा व घरक्रमांक(असल्यास) 1) पालिकेचे नाव:Mumbai Ma.na.pa. इतर वर्णित :सदनिका नं: 204, माळा नं: 2 रा मजला,सी - विंग, इमारतीचे नाव: अवंत हेरिटेज टॉवर 3, ब्लॉक नं: जोगेश्वरी पूर्व,मुंबई -400060, रोड : व्हिलेज मजाम, इतर माहिती: सदनिका चे एकूण क्षेत्रफल 604 चौरस फुट रेंरा कारपेट व सोबत 1 कार पार्किंग.((C.T.S. Number : 153,153/1 TO 100 ;))
- (5) क्षेत्रफळ 1) 61.74 चौ.मीटर
- (6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.
- (7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पधकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्यास,प्रतिवादिचे नाव व पत्ता.
- (8)दस्तऐवज करून घेणा-या पधकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्यास,प्रतिवादिचे नाव व पत्ता
- (9) दस्तऐवज करून दिल्याचा दिनांक 25/10/2024
- (10)दस्त नोंदणी केल्याचा दिनांक 25/10/2024
- (11)अनुक्रमांक,खड व पृष्ठ 18982/2024
- (12)वाजारभावाप्रमाणे मुद्रांक शुल्क 625020
- (13)वाजारभावाप्रमाणे नोंदणी शुल्क 30000
- (14)शेरा

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

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



सुलभ व्यवहारासाठी नागरिकांचे सक्षमीकरण

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

Integrated Governance enabling You to Do Business Easily

It is necessary to update Relevant records of Property/ Property tax after registration of document.

Details of this transaction have been forwarded by Email (dated 28/10/2024) toMunicipal Corporation of Greater Mumbai.

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



दस्तासोबत सूची क्र. II

खरी प्रत

सह. दुय्यम निबंधक, अंधेरी क्र. ७

मुंबई उपनगर जिल्हा.

Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/licence	Amount	Used At	Deface Number	Deface Date
1	Girishchand Chandramani Pandey	eChallan	10000502024102503264	MH010398750202425P	625020.00	SD	0005708450202425	25/10/2024
2		DHC		1024255008109	1200	RF	1024255008109D	25/10/2024
3		DHC		1024251707943	2000	RF	1024251707943D	25/10/2024
4	Girishchand Chandramani Pandey	eChallan		MH010398750202425P	30000	RF	0005708450202425	25/10/2024

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



DATED THIS ___ DAY OF ___ 2024

BETWEEN

M/s. AVANT HERITAGE - III REALTY PVT LTD

... PROMOTER

AND

1. MR. GIRISHCHAND CHANDRAMANI
PANDEY

... PURCHASER/S / INVESTOR/S

AGREEMENT FOR SALE OF
FLAT NO. 204, Wing - C

ON 2nd FLOOR, THE "AVANT HERITAGE - III".

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Promoter

Purchaser 1