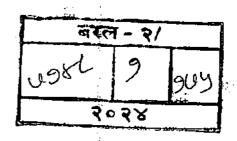
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CHALLAN MTR Form Number-6



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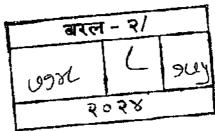


CHALLAN MTR Form Number-6



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AGREEMENT FOR SALE

This AGREEMENT FOR SALE ("Agray of	Agreement") is made at Mumbai on this 26 4 4	
BY AND BETWEEN		
SATGURU CORPORATE SI	SERVICES PRIVATE LIMITED, (PAN Scorporated under the provisions of Companies Act,	
	corporated under the provisions of Companies Act, 5th floor, Sunteck Centre, 37-40, Subhash Road, Vile	
Parle (East), Mumbai - 400 0	057, represented by its authorized signatory	
Maria Avittampilip (A	(Aadhar no) andadhar no) authorized vide	
	hereinafter referred to as the "Promoter"	
(which expression shall unless it be	repugnant to the context or meaning thereof mean	
and include its successor or successor	ors and business nominees and permitted assigns) of	
the ONE PART;		

Film.

Mr. / Ms. SAILESH KUMAR SAHU and Mr./Ms. RICHA PANDEY all residing at I-803. GREENWOODS SOCIETY, ANDHERI (EAST). CHAKALA, NEAR WESTERN EXPRESS HIGHWAY METRO STATION, MUMBAI - 400093., hereinafter collectively referred as "Unit Holder/s", (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective heirs, executors, legal representatives, administrators and assigns) of the OTHER PART; (applicable in case of Joint Purchasers)

The Promoter and the Unit Holder/s are hereinafter collectively referred to as "Parties" and individually as "Party".

WHEREAS:

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Asut and/or otherwise well and sufficiently entitled to all that piece and possessed of and pereditaments admeasuring in the aggregate 64,427.30 sq. mtrs. or thereabouts [excluding plot nos. 1 and 2 and survey no. 105/3(p)] and 62737.58 sq. mtrs. or thereabouts as per PRC's, bearing Survey Nos. 106/1, 106/2, 107/3 rtm (p), 439, 110/3 (p), 110/4, 111/1(p), 111/2, and 112/1(p) corresponding to CTS than 05 1.57, 158, 159, 160, 161, 1622, 162/1, 163, 164, 165, 166, 166/1, 170, 170/1, 170/2 and 171 together with structures standing thereon situate, lying and being at Village Goregaon, Taluka Borivali, Mumbai Suburban District (hereinafter referred to as the "Larger Land" and more particularly described under FIRST SCHEDULE hereunder written. As per the Property Register Cards dated 20th August, 2019, and dated 26th September, 2019, the Promoter is the holder of the Larger Land and thus seized and possessed of and/or otherwise sufficiently entitled to the Larger Land with right to construct buildings thereon in terms of the built up area sanctioned.

The Larger Land falls within the limits of the Oshiwara District Centre Planning Proposition and the Government of Maharashtra with effect from 1 March 1992 vide Government Notification No. UDD. No. TBP-4391/2885/UD-11 dated 16 January 1992 published in the Maharashtra Government Extra Ordinary Gazette dated 28 January 1992. In terms of the Planning Proposals as aforesaid, the Bombay Metropolitan Region Development Authority (now known as Mumbai Metropolitan Region Development Authority and hereinafter referred to as "MMRDA") has been appointed as Special Planning Authority to control the

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development under the Special Development Control Regulations for the area in respect of the Zoning, FSI, and Architectural Control and other aspects of the development are to be controlled and governed under the Development Control and Promotion Regulations, 2034. The Larger Land, thus is under dual control of MMRDA and Municipal Corporation of Greater Mumbai (hereinafter referred to as "MCGM"). The present development is an integral part of development plan under MMRDA. In terms thereof the same falls in residential cum shopping zone and the Promoter under the participatory scheme has undertaken this development and as per the terms of the Scheme of the Planning Proposals, the Promoter has transferred and conveyed the Larger Land by and under a Deed of Conveyance dated 28th December 2021 duly registered under Registration No. BRL-9-17279-2021 dated 28th December 2021 to MMRDA for a nominal compensation of Rs. 1/- (Rupees One Only), MMRDA thus became seized and possessed of and/or otherwise well and sufficiently entitled to the part Larger Land bearing CTS No. 165/A2 reserve for 25 mtr. wide road admeasuring 13275.60 sq.mtrs. and CTS No. 165/A5 admeasuring 9011.10 sq. mtrs. totaling 22286.70 sq. mtrs. or 4. thereabouts, subject to the existing structures with the tenants and occupiers thereon as mentioned hereinbefore. Upon payment of premium by the Promoter, MMRDA simultaneously executed the Lease Deed dated 28th December 2021 duly registered under Registration No. BRL-9-17281-2021 dated 28th December 2021 (hereinafter referred to as "the said Lease Deed") and certified all 1805b. pieces and parcels of land bearing CTS No. 165/A2 reserve for 25 admeasuring 13275.60 sq.mtrs. and land admeasuring 901 1 Square thereabout bearing CTS No.165A/5, being part of the Larger Land (Increinafter referred to as the "Leased Land"); to the Promoter for the territ of commencing from the date of execution. The Promoter will also be such benefits of F.S.I. in lieu of the land, as prescribed, which are res road and parking. The Unit Holder/s is / are further aware that the Promoter is entitled to construct and develop the buildings in terms of FSI available under Notification bearing No. CMS/TPB 4313/658/CR-116/2014/UD-11. The Unit Holder/s also agree and acknowledge that the Promoter shall be entitled to benefits of any further additional FSI that shall be available as per any further amendments by Government Authorities in this regard and for such purpose the Unit Holder/s recognizes and acknowledges the legal rights of the Promoter to make additional development in the said Larger Land based on such available FSI and other benefits for which the Unit Holder/s unequivocally and unconditionally consent/s at all times.

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- C. The development of the Larger Land envisages construction of underground tanks, firefighting tanks, rain harvesting tanks, sewage treatment plants and installation of transformers, access roads and recreation grounds, which will be shared in common for all the buildings constructed under the proposed development and accordingly would be finalized keeping with the plans that would be sanctioned by MMRDA/MCGM from time to time. The Promoter reserve the right in their absolute discretion to amend, alter and modify the Layout Plan from time to time as per their requirements and include also one or more buildings having one or more wings and/or remove from the said layout one or more buildings and also change the location of any of the buildings to be constructed in the proposed development on the Larger Land, which may be ultimately approved and/or amended/varied and sanctioned by MMRDA and other bodies/authorities concerned;
- D. Accordingly, the Promoter has submitted a layout plan for development of the Larger Land for construction of residential-cum commercial buildings thereon to Larger Land for construction of residential-cum commercial buildings thereon to the Larger Land for construction of residential-cum commercial buildings thereon to such layout plans for processing and sanction. MMRDA accorded to sanction to such layout plan on 1st November, 2019, (hereinafter preferred to as "Layout Plan");

The scheme of development proposed for the Larger Land, the Promoter has estiled and/or continues to settle with the various tenants and occupiers and any of the several structures on the Larger Land and thereafter demolish all such structures/tenements and utilize such FSI for the purposes of the current development of the Larger Land and for this purpose will submit to MMRDA/MCGM or any other concerned authority the amended layout plan for sanction from time to time;

F. The Promoter will be developing the Larger Land for the construction and development of residential cum commercial as per the rules and regulations of MMRBA/MCGM amended and modified from time to time. The Promoter is presently developing and has envisaged construction of residential building/s on a portion of the Larger Land, earmarked as "4th AVENUE SUNTECK CITY" on the Larger Land, earmarked as "4th AVENUE SUNTECK CITY" and 165 (part) corresponding to Survey Nos. 111/1 (p) admeasuring about 9011.01 sq. mtrs. ("the said Property") and shown in on the Block Plan hereto annexed and marked Annexure "A" as more particularly described in SECOND SCHEDULE hereunder written.

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- G. The Promoter proposes to construct a Building with cluster of 2 (two) towers A and B, to be individually known as "said Tower or said Building" and collectively known as "4th AVENUE SUNTECK CITY" (hereinafter referred to as the "said 4th Avenue") on the said Property, each tower consisting of three basements + ground + First part floor & Part podium + Second Part floor & Part amenity level + Third floor to 45 (Forty-five) upper floors, together with the provisions for parking spaces, terraces, and other necessary amenities and facilities thereto subject to the Promoter obtaining requisite, approval/ permission from the competent authorities. While the user of the said 4th Avenue is currently envisaged to be residential, the Promoter may vary such user and utilize the same for retail, commercial, shopping and any other purpose as approved by the competent authorities in this regard.
- H. MMRDA has issued Commencement Certificate ("CC") dated 22nd November, 2019 permitting the construction / development of the said 4th Avenue, further amended by Commencement Certificate dated 21st September 2020, 2nd December 2020, 31st March 2021, 18th August 2021, 16th September 2021, 31st December 2021 and the latest Commencement Certificate dated 07th November, 2022, copies whereof are annexed hereto and marked collectively as Annexure "B-colly".
- I. The Promoter has appointed M/s. Spaceage Consultants registered with the Council of Architects for planning the proposed development of sail Experty and has also appointed M/s. Dr. Kelkar Designs and Drawing as Structural Engineers for preparation of structural designs and drawings of the said 4th Avenue.

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- J. The Promoter proposes to sell self-contained independent rest that the said 4th Avenue to intending buyers on 'ownership basis. The Promoter have informed the Unit Holder/s with a proper list of specifications, common areas, fixtures, fittings and amenities, details whereof are set out in the FOURTH SCHEDULE hereunder written:
- K. M/s. Wadia Ghandy & Co., Advocates and Solicitors, Mumbai have certified the title of the Promoter to the said Property vide Title Report dated 2nd November, 2019 (hereinafter collectively referred to as the "Certificate of Title"), a copy whereof is annexed hereto and collectively marked Annexure "E";
- L. The development of the said Property proposed by the Promoter has been registered as a 'real estate project' with the Real Estate Regulatory Authority ("Authority"), under the provisions of Section 5 of the Real Estate (Regulation

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and Development) Act, 2016, 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") and the Regulations. The Authority has duly issued Certificate of Registration No.[P51800023072] dated [08/09/2021] for the Project, and a copy of the RERA Certificate is annexed and marked as Annexure "C" hereto.

The Promoter has given inspection of all the documents, permissions, approved M. plans, block plans for proposed development pertaining to the said 4th Avenue as required under the Acts and the Rules and Regulations thereunder. The Unit Holder/s has/have taken full and complete inspection thereof and has/have satisfied himself/ herself/ itself/ themselves with the contents thereof including the right of the Promoter for continued development of the Larger Land by constructing buildings and selling the flats/units therein in the manner as determined by the Promoter. The Unit Holder/s has/have, prior to the date hereof, xamined a copy of the RERA Certificate and has caused the RERA Certificate Examined in detail by his/her/its Advocates and Planning and Architectural nstittants The Unit Holder/s has/have agreed and consented to the development the said Property, in the manner mentioned in the RERA Certificate. The Unit older that also examined all documents and information uploaded by the I the website of the Authority as required by RERA and the RERA Regulations and has understood the documents and information in all respects. The Unit Holder/s demanded from the Promoter and the Promoter has given the inspection to the Unit Holder/s of all the documents of title relating to the said Property, the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the RERA. The Unit Holder/s has also examined all documents and information uploaded by the To This moter on the website of the Authority as required by RERA and has understood

The Promoter has received EDGE Green Building Certification for the Project by EDGE-IFC for its endeavor towards ensuring that its project is designed sustainably as next generation buildings, keeping the environment's wellbeing at the center of its mission. The Promoter is taking systematic steps towards prioritizing sustainability. The Promoter had released its first annual Environmental Social and Governance (ESG) report in July 2022 and emphasized its focus on 'Creating Sustainable Spaces'. Copy of Green Building Certification for the projects from Edge-IFC is annexed hereto and marked Annexure "H". As

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the documents and information in all respect.

mandated by Edge-IFC, CUSTOMER GUIDELINES for this Project from EdgeIFC is annexed hereto as "Annexure I" for the reference of the Unit Holder/s as a design guideline for the Unit Holder/s in respect of their respective Units/flats within the Project. Additionally, these Guidelines intend to make the Unit Holder/s acquainted to the various green building features executed in the building in the Project.

- O. Upon satisfaction with regard to the title of the said Property and after perusal of various permissions, sanctions, consents and approvals etc., the Unit Holder/s has/have agreed to purchase, and the Promoter has agreed to sell to the Unit Holder/s, Unit No.2202 admeasuring 83.76 square mtrs. carpet area as per RERA on the 22nd floor, in the B [A/B] Tower of the said 4th Avenue (hereinafter referred to as the "said Unit" delineated on the Floor Plan thereof and thereon shown surrounded by Black colour boundary line and marked Annexure "D") at or for the lumpsum consideration of Rs.2.71.50.000/- (Rupees Two Crores Seventy One Lakhs Fifty Thousand and Paise Zero Only) payable in a manner as hereinafter appearing;
- P. In addition to the said Unit agreed to be sold to the Unit Holders's, the Promoter has also agreed to permit the Unit Holders's to use 2 (Two) car parking space's which is/are the dependent parking's to be allotted on the Lower / Upper Deck of any of the Car Stack Parking System installed in the basenaght ground podium/stilt levels/stack parking of the said 4th Avenue (hereinatter referred to as the "Car Parks") together with the right to use and enjoy proportional state in common areas and facilities of the said 4th Avenue;

(The said Unit together with the proportionate share in common areas and facilities with the right to use the Car Parks are hereinafter collectively referred to as the "said Premises" and more particularly described in the <u>THIRD</u> <u>SCHEDULE</u> hereunder written).

Q. For the purpose of this Agreement as per the provisions of RERA, the definition of "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment. Explanation - For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the purpose of the exclusive open terrace area" means the area of open terrace which is appurtenant

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to the net usable floor area of an apartment, meant for the exclusive use of the Unit Holder and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the Unit Holder. The expression "walls" would mean walls made of Reinforced Cement Concrete (RCC) or plain concrete or Shear wall(s) or walls made from bricks or blocks or precast materials or drywalls 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. All walls which are constructed or provided on the external face of an apartment shall be regarded as "external wall" and all walls or independent columns constructed or provided within an apartment shall be regarded as "internal partition wall".

R. Prior to the execution of these presents the Unit Holder/s has / have paid to the Promoter a sum of Rs.40.31.775/- (Rupees Forty Lakh Thirty One Thousand Seven Hundred Seventy Five and Paise Zero Only) being part payment of the consideration of the said unit agreed to be sold by the Promoter to the Unit Holder/s as advance payment (the payment and receipt whereof the Promoter doth have agreed to pay to the Promoter balance consideration in the manner herelinater appearing in Annexure "G" annexed hereto and other charges as mentioned in Clause 10 hereinafter.

Assume upon the application, declaration and representations, the Promoter have agreed to sell to the Unit Holder and the Unit Holder has/have agreed to purchase the said Unit at the price and on the terms and conditions hereinafter appearing.

The Unit Holder/s further agree/s and confirm/s, that the Promoter shall be entitled to raise further finance/ loan from any financial institution/ bank by way of mortgage/ charge/ securitization of the receivables of the said Unit, if any, accruing or likely to accrue therefrom and the said Property, excluding the said Unit.

U. This Agreement is entered into between the Promoter and the Unit Holder/s under the provisions of the Acts, following prescribed Annexures are annexed hereto, which are respectively marked as shown against each —

Block Plan for the said 4th Avenue is annexed hereto and marked Annexure

i. Block Plan for the said 4th Avenue "A":

- ii. Commencement Certificates issued by MMRDA is annexed hereto and marked Annexure "B-colly";
- iii. Copy of RERA certificate is annexed hereto and marked Annexure "C";
- iv. Floor Plan for the said Unit is annexed hereto and marked Annexure "D";
- v. Certificates of Title is annexed hereto and marked Annexure "E";
- vi. Property Card in respect of the 4th Avenue forming part of the Larger Land is annexed hereto and marked Annexure "F (Colly)"; and
- vii. Schedule for the payment of the sale consideration of the said Unit by the Unit Holder is annexed hereto and marked Annexure "G".
- viii. Green Building Certification for the projects from Edge-IFC is annexed hereto and marked Annexure "H".
- ix. CUSTOMER GUIDELINES for the Project from Edge-IFC is annexed hereto as "Annexure I".
- V. The Parties hereto are desirous to record the terms and conditions mutually agreed as hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AS FOLL

- The foregoing recitals shall be treated as forming an integral part of the operative
 portion of this Agreement for Sale and this Agreement for sale shall be read,
 understood and construed accordingly.
- The Promoter has informed the Unit Holder/s and the Unit Holder/s is/are aware 2. that the Promoter is constructing the said 4th Avenue on a portion of the Larger Land delineated on Layout Plan and identified as '4th Avenue' using the FSI available to the Promoter present and future and/or such other additional FSI that may be available to the Promoter as is granted/permitted by the concerned authorities from time to time, it being clearly agreed and understood by the Unit Holder/s, that any benefit available by way of increase in FSI, or global FSI on the Larger Land or otherwise, shall only be for the use and utilization of the Promoter, and the Unit Holder/s shall have no right and/or claim in respect thereof, whether during construction or after construction having been completed. The construction shall be carried out in accordance with the rules and regulations as may be applicable and in accordance with the said Layout, plans, designs and specifications sanctioned by MMRDA/MCGM and/or other concerned authorities ₹/ बरल and which has been inspected by the Unit Holder/

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The Promoter shall be entitled to make variations, alterations and modifications to the Layout Plan, designs and specifications from time to time and construct such additional floors and/or buildings as per such revised plans, as approved by MMRDA/MCGM and/or other concerned authorities. The Promoter shall be entitled to develop the retail/commercial/residential structure in the said Larger land by demolishing the existing structures if permitted by the concern authorities. The Promoter may in its sole discretion sub-divide the said Larger Land, and/or amalgamate the same, with any contiguous, adjoining or adjacent lands and properties as may be desired and may acquire further parcels of land adjacent to the Larger Land and include the same as a part of the proposed development by amending the layout from time to time and utilize the FSI/ development potential available from such additional parcels of land for the construction/development of the several buildings proposed on the Larger Land as a part of the development programme. Further, the Promoter shall have the right to effect such alterations to the said 4th Avenue or block of buildings in the Layout Plan, if and when found necessary, which alterations may involve all or any of the following changes, namely, change in the number of the units to be constructed or dimensions or height, elevation or contractors of the building or such other changes or variations due to any condition that may be imposed by planning authorities, as it may be Specessary without intimating the Unit Holder/s in respect thereof. The Unit Holder's hereby, expressly and unconditionally consent's to all of the above /amendments / variations that may be effected by the Promoter in the copresa of the development of the Larger Land including the said 4th Avenue and such consent of the Unit Holder/s is/are deemed to be his/her/their/its consent in Section 14(2)(i) of the RERA. The Promoter shall not be required ting, undo further consent of the Unit Holder/s for the same, in any manner whatsoever. To implement any or all of the above changes, the Unit Holder/s undertake(s) to execute supplementary agreement(s) or such other writings, if enecessary, as may be required by the Promoter. The Unit Holder/s also ...undertake/s not to raise any objections in this behalf at any time whatsoever.

The Promoter has informed the Unit Holder/s and the Unit Holder/s is/are aware that in addition to units to be constructed in the said 4th Avenue, the Promoter will be entitled, if required by law or in terms of this Agreement, to construct structures ancillary to the said 4th Avenue such as pump rooms, meter rooms, underground tanks, sewerage treatment plant, watchman room, temporary transit camp for

PROVIDED that the Promoter agrees to obtain separate consent of the Unit Holder's in respect of such variation, alteration or modification, if the same may

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tenants, labour camps, substation for power supply company etc. on any portion of the Larger Land or such other structures or provisions on the said property or Larger land which shall be part of the entire development. In addition to the said ancillary structures, the service lines common to the said 4th Avenue and other buildings/structures being constructed on the Larger Land shall pass through portion of the Larger Land upon which the said 4th Avenue is being constructed and other amenities and facilities which are common for the use of the said 4th Avenue and other buildings being constructed on the Larger Land may be provided on the portion of the Larger Land over which the said 4th Avenue is being constructed and for which the Promoter will not be required to take any further consent of the Unit Holder/s under this Agreement.

5. (a) The Unit Holder/s hereby agree/s to purchase and the Promoter hereby agrees to sell to the Unit Holder/s the Unit No.2202 admeasuring 83.76 square mtrs carpet area as per the RERA, on 22nd floor in Tower B (A/B) in the said 4th Avenue as delineated on the Floor Plan (see Annexure D), at or for the lump sum consideration of Rs.2,71,50,000/- (Rupees Two Crores Seventy One Lakhs Fifty Thousand and Paise Zero Only) (hereinafter referred to as the "Sale Consideration") which shall be payable by the unit holder's to the Promoter in the manner provided in Annexure "G" annexed hereto and which is exclusive of payment of GST and/or any other taxes as are levied or which may be levied hereafter either by Central Government and/or State Government and/or any Public Authority, and the right to use 2 (Two) car parking space/s which is are the dependent parking allotted on the Lower / Upper Deck of any of the Car Stack Parking System installed in the basement/ ground/ podium/ stilt level/ stack parking of said 4th Avenue and proportionate shares in the communeareass facilities of the said 4th Avenue on what is known as "ownership facility" und the provisions of the Acts made hereunder. The Unit Holder shereby consent's that the Consideration is fixed on lump sum basis and thay be increased or decreased based on the actual carpet area made available to the line The payment schedule provided in Annexure "G" annexed hereto, "Has been mutually agreed. The Unit Holder/s is/are aware that the agreent Payment Schedule varies from/is same as, the payment schedule as provided in the draft Agreement for Sale uploaded on the MAHARERA website. The car park location will be earmarked and allotment shall be done at the time of possession.

(b) The Unit Holder's shall have no right of any nature in respect of any other than the car park space's that what would be alletted, to the time Holder's shall time of 'after possession. The Unit Holder's agree's that the Unit Holder's shall stoy

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not raise any objection to the allotment of the dependent parking. The Unit Holder's also agree's that the Unit Holder:-

- (i) shall extend complete cooperation at all times with the other unit holders who have been allotted car parking space/s in the Car Stack Parking System installed in the said 4th Avenue and ensure that other unit holders are able to park their car/vehicles in their allotted car parking space/s at all times without any difficulty. (ii) shall adhere to all the terms and conditions prescribed by the Stack Parking vendor in respect of the usage of the Stack Car Parking system and shall at all times strictly comply with the instructions towards functioning of the Stack Car Parking system to ensure that no damage is caused to the Stack Car Parking
- (iii) shall be solely responsible for any damage caused due to any acts or omission or negligence or failure on part of the Unit Holder/s with respect to the Stack Car Parking System and the Unit Holder/s agree/s shall have no right of any claim whatsoever against the Promoter or the Facility Management Company.

system or any other vehicle of any other unit holders in the said 4th Avenue.

(iv) shall also be liable to make good any loss or damage caused on account of any acts or omission on part of the Unit Holder/s as well as failure or negligence including but not limited to the Stack Car Parking system, any other vehicle of

ex unit holders, etc.

The Unit Holder/s is /are aware that the Promoter shall develop and maintain the open space (Recreational Grounds) for the common use of all the Unit holder/s of the said 4th Avenue. The Unit Holder/s are further aware that all the pathways/ walkivays a shown in the layout plan shall be used by all the Unit holder/s of the buildings/towers under the said 4th Avenue.

- (d) The specifications to be provided by the Promoter in the said 4th Avenue and pertaining to the said Property are specified in the FOURTH SCHEDULE hereunder written. The Unit Holder/s is/are satisfied about the specifications agreed to be provided by the Promoter and undertakes that the Unit Holder/s shall not raise any objection in respect thereof hereafter.
- 6. It is clarified that all the consideration (other than GST or any other taxes etc.) to

 the paid by the Unit Holder, by whatsoever name called, shall be deposited in a separate Account as may be intimated by the Promoter.
 - For this purpose, the Promoter may raise appropriate demand notices for payment upon the Unit Holder specifying the amount out of each installment of the consideration to be paid into the Account mentioned in Clause 6 above. The Unit

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Holder shall pay the same within 10 (Ten) days of the date of such a demand notice. Further, the Promoter is not obliged to give any notice requiring such payment and the failure thereof, shall not be a plea, or an excuse for non-payment of any amount or amounts on their respective due dates. Delay in payment shall be considered as default and the Promoter shall at its discretion levy interest thereon and take other steps as shall be necessary.

- 8. In case of any financing arrangement entered by the Unit Holder with any financial institution/Banks etc. with respect to purchase of the said unit, the Unit Holder undertakes to and shall ensure that such financial institution/bank does disburse/pay all such consideration amounts due and payable to the Promoter through an account payee cheque/demand draft favouring the Promoter or as may be intimated by the Promoter.
- 9. The Unit Holder/s agree/s and confirm/s that the certificate of the Promoter shall be conclusive proof that the plinth or the casting of the respective slabs or other respective stages for payment of installments stated herein below are completed as mentioned in the letter of intimation from the Promoter to the Unit Holder/s, and the Unit Holder/s shall make payments of the respective installments within 10 (ten) days from date of receipt of letter of intimation from the Promoter, time being of the essence to such agreement. The Unit Holder/s shall not be entitled to raise any objections with regard to the completion of the plinth or respective slabs or completion of respective stages or the certificate of the Promoter. The Unit Holder/s shall make the payment within a period of 10 (ten) days, and failure to do so, the Unit Holder /s agrees and undertakes to pay to the Executive interest at the rate of State Bank of India's prevailing Marginal Epst of Rate (MCLR) plus 2% (Two Percent) per annum compounded on monthly basis or such other rate as may be prescribed under the applicable always amounts outstanding under the terms of this Agreement. Provide affait, payifier of interest shall not save the termination of this agreement by the Remitted to account of any default/ breach committed by the Unit Holder /s in payment of any outstanding amount and/or on account of any default/breach committed by the Unit Holder is of any of the terms and conditions herein contained. It is specifically agreed that the amount received by Promoter will be first appropriated towards default amount interest payable to the Promoter.

10. The Unit Holder's shall, before taking actual possession of the said Premises but within 10 (ten) days of intimation being received from the Promoter, in addition to the Consideration, pay to the Promoter the following amounts

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- (i) Rs.35000/- (Rupees Thirty Five Thousand and Paise Zero Only) towards payment of legal charges;
- (ii) <u>Rs.50000/- (Rupees Fifty Thousand and Paise Zero Only)</u> to be paid to the concerned authorities/private companies towards Mahanagar gas connection charges etc.;
- (iii) <u>Rs.50000/- (Rupees Fifty Thousand and Paise Zero Only)</u> to be paid to the concerned authorities/private companies towards water meter, electricity meter charges;
- (iv) Rs.157850/- (Rupees One Lakh Fifty Seven Thousand Eight Hundred Fifty and Paise Zero Only) towards Development charges;
- (v) <u>Rs.216480/- (Rupees Two Lakhs Sixteen Thousand Four Hundred Eighty and Paise Zero Only)</u> towards Municipal Property taxes and outgoings;

Russe Zero Only) towards corpus fund to be deposited with the Promoter Advice provider, as the case may be, as directed by the Promoter, for the purpose of management and maintenance of the said 4th Avenue and its vicinity areas;

Rs.450000/- (Rupees Four Lakhs Fifty Thousand and Paise Zero Only) towards club-house charges.

Thus aggregating to <u>Rs.1075730/- (Rupees Ten Lakhs Seventy Five Thousand</u> Seven Hundred Thirty and Paise Zero Only).

11. Any GST or other taxes whatsoever which are levied or become leviable under the provisions of the applicable law in respect of the Sale Consideration, amounts/deposits mentioned in Annexure G and Clause 10 or any other amounts/charges payable to the Promoter by the Unit Holder/s in terms of this

Agreement, shall be borne and paid by the Unit Holder/s within 10 (ten) days of intimation from the Promoter including increase, if any and the Unit Holder/s shall indemnify and keep indemnified the Promoter from and against the same.

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- 12. The deposits/amounts towards the respective heads as mentioned in Clause 10 above are as per the present estimate, and is subject to modification by the Promoter at its sole discretion. Such deposits/amounts shall not carry any interest. The un-utilized amounts as mentioned in Clause 10 (v) and (vi) above will be transferred to the Association of Unit Holders to be promoted/ registered by the Promoter. The Unit Holder/s agree/s to pay any deficit/increase due to rise in costs etc., in respect of the amounts/deposits mentioned in Clause 10 above to the Promoter, within 10 (ten) days of demand made in respect thereof. Save and except for amounts mentioned in Clause 10 (v) and (vi) above, the Promoter shall not be liable to render any account of amounts to the Unit Holder/s and/or the Association of Unit Holders to be promoted/ registered by the Promoter.
- 13. The total consideration mentioned in Annexure G and the deposits/charges stated herein in Clause 10 hereto are as per the current estimated cost for construction of the said Unit. The total consideration as mentioned in Annexure G and the deposit/ charges herein in Clause 10 to be paid by the Unit Holder/s has been calculated inter alia based on all the authorities, permissions sought and on the basis that the Unit Holder/s have granted their irrevocable and binding consent to make any such variations, alterations, amendments as may be permissible under the provisions of law. In the event that the Unit Holder/s withdraw their consent or in the event the validity of the same is challenged, they they find the consideration under "Annexure G shall automatically stand enhanced to include any direct and/or indirect loss, damage, claim, expenditing suffered the Promoter due to such consent not being granted to the Promoter.
 - The consideration shall be escalated/increased due to include on account of development charges payable to the competent authority and/or and the hippress in charges which may be levied or imposed by the competent authority/local bodies/Government from time to time. The Promoters shall accordingly raise a demand on the Unit Holder/s for increase in the development charges, costs or levies imposed by the competent authorities, etc., which shall be applicable only to subsequent payments. The Unit Holder/s shall be liable to bear and pay the proportionate share of outgoings in respect of portion of the Larger Land over which the said 4th Avenue is being constructed including but not limited to local taxes, property taxes, rates, duties, assessments, premiums, impositions; betterment charges or other levies imposed by MMRDA/MCGM and/or concerned authorities, and also all outgoings with respect to water charges, insurance, common electricity bills, sinking fund, repair and maintenance of common staircase, lifts, sanitation, firefighting equipments, close circuit TV; salaries of clerks, bill collectors, watch and ward, security sweepers and other

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personnel and all other expenses necessary and incidental to the management and maintenance of the said 4th Avenue and also the common services, internal roads, lights and other conveniences and utilities including all increases, if any due to inflations or increase in costs and expenses, as will be available in common for the buildings to be constructed on the Larger Land, within 10 (ten) days of intimation from the Promoter that the said Premises are ready for possession, but prior to taking actual possession thereof. The decision of the Promoter with regard to payment of any of the amounts mentioned herein, and the share and contribution payable by the Unit Holder/s, shall be final and binding on the Unit Holder/s who shall not, under any circumstances, raise any objection with regard to the same.

15. The Unit Holder/s further agree/s that till the proportionate share of outgoings required to be paid as stated hereinabove by the Unit Holder/s is determined, the Unit Holder/s shall pay to the Promoter / Association of Unit Holders provisional monthly contribution as may be determined by the Promoter towards the said outgoings. The amounts so paid by the Unit Holder/s to the Promoter shall not carry any interest and shall remain deposited with the Promoter till the formation of the Association of Unit Holders.

The Unit Holder's agree's that if due to any notifications, ordinances, enactments, amendments in the existing laws, any additional taxes, levies, GST etc, or any other afficients pertaining or relating to the sale of the said Unit is levied and/or payable, the same shall be paid by the Unit Holder's on demand made by the Promoter within 10 (ten) days, and the Unit Holder's shall indemnify and keep under the promoter from and against the same. The payment of all such taxes, levies or government charges shall be paid by the Unit Holder's separately.

17. Without prejudice to other rights of the Promoter hereunder or in law otherwise, the Unit Holder/s agree/s to pay to the Promoter, interest at the rate of interest at rate of State Bank of India's prevailing Marginal Cost of Lending Rate (MCLR) plus 2% (Two Percent) per annum compounded on monthly basis or such other rate as may be prescribed under the applicable laws on all the amounts which become due and payable by the Unit Holder/s to the Promoter under the terms of this Agreement, from the dates of the said amounts becoming due and payable by the Unit Holder/s of the Promoter till full realization thereof. However such delay in payment shall not exceed beyond a period of 60 (sixty) days from the due dates

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18. (a) If the Unit Holder/s fail/s to pay any installment of the Consideration as stated in Annexure G or amounts/deposits under Clause 10 above or any other amounts/charges payable to the Promoter in terms of this Agreement within a period of 60 (sixty) days from the date on which such amounts became due/payable, the Promoter, without prejudice to its other rights and remedies, shall be entitled to terminate this Agreement forthwith by addressing a written notice to the Unit Holder/s. The Promoter will be entitled upon such termination of this Agreement to sell and/or dispose of the said Premises (or any part thereof) in favour of any third party or person as the Promoter may deem fit at such price and on such terms as the Promoter may deem fit and the Unit Holder/s agree and confirm that he/she/it/they will have no right to question or object to or obstruct or interfere with such sale/disposal of the said Premises (or any part thereof) or the price for which the said Premises (or part thereof) are sold.

(b) On termination of this Agreement by the Promoter in accordance with Clause 18 (a) above, the Promoter shall be entitled to forfeit 10% (ten percent) of the Sale consideration (hereinafter referred to as "forfeiture amount") together with the amount of interest payable by the Unit Holder/s in terms of this Agreement from the dates of default in payment of dues as herein set out till the date of such termination and the balance amount (if any) shall be refunded to the Unit Holder/s without any interest, compensation, or claim for any damage or costs, charges, taxes and expenses whatsoever. However, it is clarified that such refund shall be made by the Promoter to the Unit Holder/s only after the Promoter is transfer the said Premises to any other third party or person(s) event of the consideration agreed to be received on such Premises (whether the said Premises are sold as a whole or ! the Consideration, the Promoter shall have the right to recdiff(the amount from the Unit Holder's, or adjust the same against the are to the Unit Holder/s as above. The Parties agree and confirm that amount, interest (as agreed) payable on delayed payments and any differential amount (estimated after resale of the said Premises) recovered and/or adjusted from the amounts refundable to the Unit Holders in this Clause shall be construed as pre-estimated ascertained liquidated damages and Unit Holder/s shall not at any time hereafter raise objections or dispute the same.

(c) However, in the event of the consideration agreed to be received by the Promoter on resale of the said Premises (in the manner mentioned in Clause 18 (b) above) is more than the Consideration, the Unit Holder/s'shall not be entitled to stake any claim in respect of such excess consideration received by the

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Promoter upon such resale of the said Premises and the same shall belong to and be appropriated solely by the Promoter.

(d) Upon termination of this Agreement in the circumstances mentioned in Clause 18 (a) above or Clause 61 below, the Parties shall execute and register a Deed of Cancellation to record the cancellation of this Agreement within 2 (two) days of its termination.

(e) The Unit Holder/s agree/s that he/she/they have executed a Specific Power of Attorney along with this Agreement specifically authorising the Constituted Attorney to execute the Deed of Cancellation in event of the Unit Holder/s inability to come forward for execution of the Deed of Cancellation subsequent to the termination of this Agreement on account of default by the Unit Holder/s. The said Specific Power of attorney will lapse simultaneous to the complete payment of the Consideration and other charges payable at the time of taking possession of the said Unit.

(f) The Unit Holder's further agree's that in event of the failure on part of the Unit

The der's to come forward to execute the Deed of Cancellation as intimated by the

Learn Proporties to the Unit Holder's at the communication addressed and/or by

Selection and the email address provided by the Unit Holder's, the Promoter

shall be antitled to execute the Deed of Cancellation in respect of the said Unit by

calling upon the Constituted Attorney to execute the Deed of Cancellation in

respect to the said Unit on behalf of the Unit Holder's and the Unit Holder's

validates all action that may be taken by the Constituted Attorney in terms of the

Specific Power of Attorney issued by the Unit Holder's.

(g) On receipt of the registered Deed of Cancellation in respect of said Unit, the Promoter agrees to refund the balance consideration (if any) payable to the Unit

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19.

The Unit Holder's hereby understand's and agree's that, save and except for the intimation from the Promoter as provided under Clause 7 above, it shall not be obligatory on the part of the Promoter to send reminders regarding the payments to be made by the Unit Holder's as per the payment schedule mentioned in Annexure G herein below, and the Unit Holder's shall make all payment's to the Promoter on or before the due dates, time being the essence of this Agreement.

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- 20. The Promoter shall be at liberty and be entitled to amend the lay-out plan of the said Property, the building plans, other approvals for, in accordance with prevailing provisions of law, including but not limited to:
 - acquisition of additional plots/ property/ adjoining property and inclusion of such plots of land in the lay out plan of the said Property; and
 - (ii) amalgamation of the said Property with any adjoining plots of land;
 - (iii) The Unit Holder r/s and/ or the association of Unit Holders or any other body formed by the unit holders/ of the said Property shall not have any objections to the aforesaid and the Unit Holder/s hereby grants his/ her/ their irrevocable consent and no objection to the Promoter to carry out the necessary acts, deeds, matters and things.
 - (i) The Unit Holder/s hereby grants his/ her/ their irrevocable authority and consent to the Promoter that the Promoter shall have the sole and absolute right and authority and shall be entitled to deal with, sell or otherwise dispose off any part or portion of the tower/building(s), including the terraces, basement, open spaces, podium, garden area and to permit the same to be utilised for any permissible purpose and shall be entitled to obtain permissible change of user thereof at the discretion of the Promoter.
- 21. If the FSI, by whatever name or form is increased (a) in respect of the said Property and/ or additional construction (i.e. more than what is envisaged at present) is possible on the said Property (b) on account of TDR (or in any other manner is made available for being utilised or otherwise and/or if the sanctioning authorities permit the construction of additional floors/ tower that iffsish cent, the Promoter shall be entitled to construct such additional floors/ tower that iffsish cent, the revised building/s plans and deal with the same in the manner of the promoter deems fit and proper.
- 22. (a) The Unit Holder/s hereby further agrees and covenant with the Promoter's sign and execute all papers and documents in favour of the Promoter wise as may be necessary for the purpose of enabling the Promoter to construct the said tower/s in accordance with the said plans relating thereto or such other plans with such additions and alterations as Promoter may in their sole discretion deem fit and proper and/ or for the purpose of applying for or obtaining the approval or sanction of the MMRDA or any other appropriate authorities in that behalf as well as for the construction of such towers/building in the said Property or Larger

Land upon or after the grant of such approval or sanction relating thereto provided the size and location of the said Unit Holder agreed to be purchased by the Unit

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Holder /s is/ are not in any manner adversely affected. The Unit Holder /s agree/s that the said consent is irrevocable.

Further, the Unit Holder is aware that the Promoter shall be and is developing the Larger Land and shall construct such structures and buildings as they deem fit.

(b) The Unit Holder/s also explicitly confirm/s and agree/s that the Promoter shall be entitled to take Part Occupation Certificate in respect of the building including the said Unit. On receipt of the Part Occupation Certificate in respect of the said Building with respect to the said Unit, the Promoter shall offer possession of the said Unit to the Unit Holder/s. The Unit Holder/s shall take possession of the said Unit from the Promoter within the timelines mentioned in this Agreement from the date of receipt of a written intimation from the Promoter offering possession of the said Unit to the Unit Holder/s and the Unit Holder/s shall have deemed to have taken possession of the said Unit at the expiry of the said time period.

(c) The Unit Holder's further explicitly confirms that the Promoter shall be entitled to utilize balance FSI on the said Building ("Balance FSI") by Required between the Parties and that the Unit Holder's provides his/her/their expressed consent to that effect.

(d) The Whit Holder's further confirm's and agree's that the Promoter shall be entired to carry out the remaining construction of the upper floors or other Wings Building, if the same is not completed till then, then in such event the Unit Holder's shall not object to or obstruct the construction work. The Promoter agrees and confirms that the Promoter shall take appropriate safety precaution to minimize the nuisance and inconvenience which may be caused to the Unit Holder's due to the ongoing work, if any. The Unit Holder's further agree's that it shall not seek any costs or damages from the Promoter in respect of the further

The Promoter shall not be required to obtain consent in the following events:

a. Any minor add tions or alterations.

3. Ray addition or alterations to any common areas, amenities, etc.

c. Any addition or alteration in compliance of any direction or order issued by the competent authority or statutory authority under any law of the State or Central Government.

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- 24. The Unit Holder/s is/are fully aware and has/have satisfied himself/ herself/ themselves/itself and has/have understood and agreed that the Consideration in respect of the said Premises agreed to be purchased by the Unit Holder/s does not include any element of recovery of payments towards land, construction, running and operation of common areas, amenities & facilities or any other conveniences as well as recovery of payment towards maintenance charges of any kind by the Promoter in any manner whatsoever.
- 25. The Promoter shall hand over possession of the said Premises to the Unit Holder/s, by 30th December 2025 ("Delivery Date"), allowed to the Promoter by Authority on account of Suo moto extensions granted by the Authority in respect of the covid pandemic/ lockdown situation vide order no. 14/2020 dated 18th May 2020 and order no. 21/2021 dated 6th August 2021 PROVIDED that
 - Unit Holder/s has/have made all payments to the Promoter towards Sale consideration of the respective installments of the Consideration on their due dates;
 - (ii) Unit Holder/s shall make full payment of all amounts/deposits payable to the Promoter in terms of Annexure G herein below and/or any other amounts /charges payable to the Promoter under this Agreement; and
 - (iii) Prior to such date, the Unit Holder's is/are not in breach of any other terms and conditions of this Agreement.
- 26. However, the Promoter shall be entitled to further extension of the force completion of the said Premises as stated in Clause no less those, it is completion of Building is delayed affecting the regular development of the project and for if due to stay or injunction order, notice, order, rule, of iffication issued by the State/Central Government, Local Body and/or other Competent Authority or Court, Tribunal or Collector or any Quasi-judicial body or authority or due to such mitigating circumstances as may be decided by such Authority.
- 27. The Parties herein agree and consent that the term mitigating circumstances as mentioned above shall include but not be limited to the non-availability of steel, cement, other building material, water or electric supply; any charge in law, notifications and/or regulations levying any onerous condition on the Promoter; and /or economic downturn or labour strikes, or if non delivery of possession is as a result of any notice, order, rule, regulation, direction or notification of the Government and/or any other public or competent authority or statutory authority or Court of Law, Tribunal or High Power Committee or on account of delay in

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issuance of NOC's Licenses, Occupation Certificate etc. or non-availability of essential amenities, services and facilities such as lifts, electricity and water connections or sewage or drainage lines or for any other reason technical or otherwise or for any reason beyond control of the Promoter including precarious financial condition of the Promoter and/or economic downswing in real estate or any other industry. The Unit Holder/s agree/s to ignore reasonable delay in getting possession due to any of the abovementioned reasons and/or for any reason beyond the control of the Promoter, as per the provisions of section 19 of the RERA and further agree that in the event of any delay due to such mitigating circumstances, such delay shall not be construed as a breach on the part of the Promoter and the Unit Holder/s shall not be entitled to terminate the Agreement and/or ask for the refund of the amount paid by the Unit Holder/s to the Promoter.

28. If the Promoter, for any reason other than those stated in Clause 26 hereinabove, is unable to give possession of the said Premises on the expiry of the Delivery Date as specified herein above, the Promoter shall be liable to pay to the Unit Holder/s interest at the rate of interest as may be levied by the Promoter per annum or such other rate as may be prescribed under the applicable laws per annum on all the sums already received from the Unit Holder/s in respect of the said Premises, for the delayed period (i.e. beyond the delivery date) till the date of the said premises.

The Light Holder/s shall take possession of the said Premises, within 10 (ten) days of the Light fraction by the Promoter ("the Date of Possession"). The Unit Holder/s shall, expiry of the 10 (ten) days, or upon receiving possession of the said Premises (whichever is earlier), be deemed to have accepted the said Premises, in consonance with this Agreement, and shall thereafter, not have or make any claim/s, against the Promoter, with respect to any item of work alleged not to have been carried out or completed. The Unit Holder/s expressly understand/s that from such date, the risk and ownership to the said Premises shall pass and be deemed to have passed to the Unit Holder/s. The Unit Holder/s shall be liable to pay maintenance, outgoings and other charges, taxes from the date of Date of Possession irrespective as to whether Unit Holder/s takes possession of the said Unit or not in one of non-payment, the Promoter shall be entitled to exercise validate rights available under this Agreement. The Unit Holder/s shall alone be responsible liable interpect of any loss or damage that may be caused to the said Unit from the expiry of 10 (ten) days from the notice of possession

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- 30. (a) The Unit holder/s hereby agree/s that in case the Unit holder/s fail/s to respond and/or neglects to take possession of the said Premises within the time stipulated by the Promoter, then the Unit holder/s shall in addition to the above, pay to the Promoter holding charges at the rate of Rs.20/- (Rupees Twenty only) per week per square feet of the Total Area of the said Unit ("Holding Charges") and applicable maintenance charges towards upkeep and maintenance of the common areas and facilities and common facilities (if any) for the period of such delay. During the period of such delay the said Unit shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Unit holder/s in relation to its deterioration in physical condition.
 - (b) The Unit Holder's explicitly agree's and confirm's that till the date of handover of physical vacant and peaceful possession of the said Unit to the Unit Holder's post receipt of complete payment of the full Consideration of the said Unit including any Other charges related thereto towards the Society Formation, Legal Charges, Advance Maintenance Charges, Corpus etc. as mentioned in this Agreement, the Promoter shall have the unconditional right to utilise the said Unit for any purpose whatsoever including but not limited to the use of the said Unit as a sample flat or show flat for its prospective customers, administration office for its staff or vendors, or any type of use that the Promoter may deem fit. The Unit Holder's agree's not to object to the same or demand any compensation or reimbursement, costs, damages etc. for use of the said Unit from the Promoter.

(c) Subject to the other terms of this Agreement, the Unit Moider's specificants agrees and confirms that the ownership of the said Unit will be trainsfeld the Unit Holder's only upon the handover of physical vacant and peaceful possession of the said Unit after receipt of Occupation Certificate in respect of the said Unit in the Building of the Project from the concerned civic authorities. The Unit Holder's has/have no ownership right whatsoever on the said Unit product the physical handover of possession as mentioned above.

31. The said 4th Avenue shall be constructed and completed in accordance with the sanctioned plans and specifications mentioned in this Agreement as modified from time to time, and if any structural defect in the said Premises/ said 4th Avenue and/or defect in material used or damage caused by reason of workmanship in construction is brought to the notice of the Promoter within a period of 5 (Five) years from the date of handing over possession, it shall wherever and/or whenever possible be rectified by the Promoter without further charge to the Unit Holder/s. However, Parties agree and confirm that the decision of the Promoter's architect shall be final in deciding whether there is any actual

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structural defect to Premises /said 4th Avenue or defective material being used or regarding quality of workmanship of the construction.

- 32. If after the date on which the Unit Holder/s has/have taken possession of the said Premises, any damage due to wear and tear of whatsoever nature is caused to the said Premises (save and except the defects as mentioned in Clause 31 above), the Promoter shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Unit Holder/s and the Unit Holder/s alone shall be liable to rectify and reinstate the same at his/her/its/their own costs.
- 33. The Unit Holder/s are informed and has/have understood and confirmed that in view of the amendments/variations that may be effected by the Promoter to the construction/development of the said 4th Avenue in manner provided under Clause 3 above, the area of the said Unit may vary at the time of actual delivery of possession in the manner provided under this Agreement. In view thereof, the parties hereto confirm and agree that within 7 (Seven) days of possession having being delivered or deemed to have been delivered to the Unit Holder/s by the Promoter as provided under this Agreement, the Unit Holder or Promoter will cause to have done measurement of the said Unit to be carried out by any

Unit as agreed under this Agreement, then -

if such variation results in an increase of the carpet area of the said Unit, the of holder/s shall pay the Promoter an additional sum calculated on differential fea at the rate at which the booking was made; or

(b) if such variation results in reduction of the carpet area of the said Unit, the Promoter shall refund to the Unit Holder/s (without interest) a sum calculated on the differential area at the rate at which the booking was made. The Consideration as defined under this Agreement shall always be construed less such refundable amount. Further, the Promoter shall be entitled to adjust from such refundable amount all dues/charges payable by the Unit Holder/s under this Agreement and

The Parties agree that upon finalizing the area of the said Unit in the manner are provided as aforesaid the same shall be treated as final and binding between the

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Parties and no dispute shall thereafter be raised in this regard.

- 34. Without prejudice to the other rights of the Promoter hereunder, the Promoter shall in respect of any amounts remaining unpaid by the Unit Holder/s, under the terms and conditions of this Agreement, have a first charge/lien to the said Premises, and the Unit Holder/s shall not transfer the same his/her/their/its right, title, interest to the said Premises or benefits under this Agreement to any third party, in any manner, whatsoever, until full payment of all amounts payable by the Unit Holder/s under this Agreement, is made to the Promoter. In any case, for any transfer of rights the NOC of the Promoter shall be required and shall be subject to charges as shall be conveyed by the Promoter.
- Juntil assignment/transfer of the said 4th Avenue together with the underlying said property or portion thereof in favour of the Association of Unit Holders as mentioned in Clause 52 hereinbelow, the Promoter, shall be entitled, to develop and/or construct additional storey/s, along with one or more terraces, and/or garden, pent houses with or without open spaces attached thereto, and shall be entitled to sell the exclusive use of same and/or dispose of the same at the discretion of the Promoter. The Unit Holder/s shall not be entitled to raise any objection, whatsoever, with respect to the same. The unit holders of such attached terrace/s, garden, pent houses shall be exclusively entitled to the use of the terrace/s or open spaces allotted to them.

As soon as the said building in the 4th Avenue is notified by the Promoter associated and offered possession of the said Premises to the Unit Heaten's, that Unit Holder's shall pay to the Promoter all balance installments of the Consideration (if any are pending) and all other amounts deposits payable under this Agreement within 10 (ten) days of receipt of such whether notice served however in any event prior to taking actual possession of the said white the promoter and the pr

- 37. The Unit Holder/s shall use the said Premises, and every part thereof, and/or permit the same to be used for the purpose of residence only, and shall use / permit the use of the car parking space/s, if any, allotted to the Unit Holder/s, only for the purpose of parking car/s of the Unit Holder/s, and not for any other purpose whatsoever.
- 38. The Promoter has informed the Unit Holder/s that he/she/they/it shall not be entitled to claim any rebate or reduction in the Consideration, nor any other benefit/s from the Promoter, as a result of such development, and/or amendments, alterations, modifications and/or variations that the Promoter shall be agree of be

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carried out, and the Promoter shall be entitled to use the additional area, if any, so granted to the Promoter, from time to time by MMRDA/ MCGM, or such additional FSI available on the Larger Land.

- 39. The Unit Holder/s agree/s and undertake/s that the terrace of the top floor on the said 4th Avenue, including the parapet wall shall always be the property of the Promoter, and the Promoter shall be entitled to use the parapet wall for any purpose including display of advertisements/sign boards etc. and the Unit Holder/s, shall not be entitled to raise any objection/s or ask for any abatement in the price of the said Premises on the ground of inconvenience or any other ground whatsoever. Attached terraces to the respective residential premises, shall exclusively belong to the unit holders thereof and the Unit Holder/s shall not object to the same at any time in future.
- 40. The Unit Holder's hereby agree's that he/she/they/it, shall have no claim in respect of the Larger Land or any part thereof, and/or the said 4th Avenue or any part thereof, save and except the said Premises.

The Unit Holder/s hereby agree/s and consent/s that he/she/it/they shall not be entitled or have any right to use the amenities and facilities of other Buildings on portion of the Larger Land. The Unit Holder/s further covenant that they shall not cause any nuisance, hindrance or raise objections to the use of these amenities and facilities in other buildings constructed on portion of the Larger Land as a part of theils yout by the respective unit holders/occupants of premises therein.

submit an application to the competent authorities to form an association to comprise solely of the Unit Holder's of the said 4th Avenue, which can be in the form of Co-operative Society/Condominium (hereinafter referred to as "said Association") as per the applicable laws. The Promoter shall call upon the Unit Holder's to pay Rs.700/- (Rupees Seven Hundred and Paise Zero Only) as the share money and entrance fees for the said association and Rs.25,000/- (Rupees Twenty Five Thousand Only) for formation and registration of the said association and the registration of the said association and the registration of the association of unit holder, and the Unit holder shall pay the same within 10 (ten) of the date of such a demand notice.

On the receipt of the share money and entrance fees for the said Association and the formation and the registration of the said Association, alongwith the documents, the Premoter shall enable the formation of the association/society/

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organization of the Unit Holders of the said Building in the said 4th Avenue (the "said Association"). The Promoters shall maintain a separate account in respect of sums received by the promoters from the Unit Holder/s as advance or deposit, sums received on account of the share capital for promotion of the organisation towards the outgoings, legal charges and shall utilise the amounts only for the purposes for which they have been received.

- 44. The Unit Holder/s and the unit holder/s of the other flat/ premises shall join in the formation and registration of the said Association and for this purpose also from time to time sign and execute the application for registration and/or membership and all the necessary applications, documents and other papers and writings for the purpose of formation and registration of the said Association including byelaws of the Association of Unit Holders and duly fill in, sign and return to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Unit Holder/s, so as to enable the Unit Holder to register the said Association under RERA and the rules framed thereunder. If the Unit Holder fails to comply with all requirements for formation of the said Association within the prescribed time limit, then the Promoter shall not be held responsible or liable in manner for such delay in registration of said Association. No objection shall be taken by the Unit Holder/s if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of Co-operative Societies or any Competent Authority.
- 45. The Unit Holder/s or their nominee or assignee or the sady Association dereby specifically and unconditionally agrees and undertakes the all the TDD FSI and any other benefits/ advantages present or future arising out of the aforesaid amenities plot/area/ facilities shall solely and exclusively below to the Promoter and the Owners subject to the terms and conditions of the said Darwin Control of the said Darwin Control
- 46. The Promoter hereby declares that the FSI (including TDR/FSI and compensatory Fungible FSI) available in respect of the said Property is 55751.55 sq. mars. or thereabouts only. The residual F.A.R (FSI) and/or TDR/FSI and/or compensatory Fungible FSI and/ or any other FSI by whatever nomenclature called in respect of the said Property not consumed will be available to the Promoter till the full and complete development of the said Property. The TDR/FSI and/ or compensatory Fungible FSI and/ or any other FSI by whatever nomenclature called generated from the said Property will be loaded on the said Property. It is agreed by the

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parties that the Promoter shall be entitled to purchase/acquire TDR and load the same on the said property for which Unit Holder/s doth hereby accord his/her/their irrevocable consent for the same. It is further agreed and recorded by and between the parties hereto that the Promoter shall be entitled to undertake the construction work on the said property as is convenient to the Promoter and as may be permissible under Development Control Regulations, 1991 and Development Control and Promotion Regulations, 2034 and/ or by the MMRDA/MCGM and/or any amendment/s thereto and/or re-enactment thereof from time to time. The residual F.A.R. (FSI) and/or TDR/FSI (by whatever nomenclature called) of the said Property not consumed will be available to the Promoter till the full and complete development of the said property which may be acquired by the Promoter hereafter at any time and/or generate TDR/FSI Certificate and either utilize the same for its own purposes or any other property/project of the Promoter and/or its nominees including but not limited to the adjoining projects on the Larger Land and/or sell and dispose off such TDR/FSI Certificate and adjust all benefits and/or sale proceeds etc. emitting therefrom for their own benefit without any reference to the Unit Holder/s and/or being responsible to make over the profits and/or sale proceeds thereof to the Unit holder/s herein. It is agreed by and between the parties hereto that in the event of Promoter acquiring any other Sigcent property/properties to the said property; the Promoter shall be entitled to ptifize FSI and/ or TDR / FSI (by whatever nomenclature called) of the said Property and/or utilize the FSI and/or TDR/FSI (by whatever nomenclature

called with or without payment of the premium to MMRDA/MCGM and/or any other concerned authority of any adjacent property/properties on the said Property askib Promoter in its sole discretion may deem fit and proper. In addition to the above, the Promoter have further informed to the Unit Holder/s that as per the prevailing rules and regulations of the Development Control and Promotion Regulations, 2034 and/ or Municipal Corporation of Greater Mumbai, the Promoter is additionally entitled to purchase and load TDR on the said Property for construction purposes and the Promoter shall carry out the construction

agistics on Re said Property as per the discretion of the Promoter.

It is agreed and recorded by and between the parties hereto that at any time after the Prometer executes the assignment/transfer in respect of the said Building in favour of the Association of Unit Holders and the said property, in favour of the Federation/apex body of the Association of Unit holder, any additional FSI or TDR becomes available on the said Property and the Association of Unit Holders/Federation/apex body decides to exploit/utilize such FSI or TDR then the Association of Unit Holders shall appoint the Promoter or any of the Promoter's

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nominees for the development/construction with respect to such FSI or TDR on the terms and conditions mutually agreed upon by them. The Unit Holders hereby gives his irrevocable consent for the same and agrees not to take any objection for the same,

- 48. Notwithstanding anything contained under this agreement, in case of any conflict with the details provided in Brochures, Pamphlets, Literature and/ or Plans and in this Agreement, the provisions of this Agreement shall prevail. The Unit Holder/s confirms and consents that the Unit Holder/s have purchased the said Unit solely on the basis of the terms and conditions and representations made in this Agreement and nothing contained in any brochures, pamphlets, literature or any other material shall be binding on either Party and this Agreement supersedes all earlier documents, letters, brochures and/or oral/written representations whatsoever. No additions, deletions, amendments, alterations and/or modifications to/of any of the terms, conditions, stipulations or provisions of this Agreement, shall be valid, binding on or enforceable against either Party, unless the same are recorded in writing and signed by or on behalf of the Parties, as supplemental hereto.
- 49. (a) The Unit Holder/s agree/s and consent/s, to the appointment by the Promoter of any agency, firm, corporate body, organization, association or any other person (hereinafter referred to as 'Facility Management Company') to rease age company and maintain the said Building in the said 4th Avenue together with the finder bin portion of the Larger Land, sewerage treatment plant, garbages and such other facilities, that the Promoter may be required to fistall maintain common areas, common amenities & facilities car open spaces. The Facility Management Company shall contest such shall be a minimum of 20% escalation thereto, on the actual e incurred towards such managements and maintenance activities. The Facility Management Company shall also be entitled, to collect the outgoings, provisional charges, taxes, levies and other amounts in respect of the said Building in said 4th Avenue including the Unit Holder/s proportionate share of the outgoings as provided under Clauses 14 & 15 above. It is hereby clearly clarified, agreed and understood that the Facility Management Company, shall also be entitled to exercise their rights for collecting the charges and expenses mentioned herein, even after formation of the Association of Unit Holders. The Unit Holder/s hereby grant their consent confirming such agreement / contract / arrangement that the Promoter has or may have to enter into with the Facility Management Company.

It is further expressly understood, that the Promoter shall not in appropriate beugrt

accountable, liable or responsible to any person including the Unit Holder/s and/or Association of Unit Holders for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company and/or such other agency, firm, corporate body, organization, association or any other person/s in the due course of such maintenance, management and control of the said Building in said 4th Avenue and/or common areas and amenities & facilities thereto.

(b) The Unit Holder/s further agree/s and undertake/s to be bound on or before taking possession of the said Premises and from time to time thereafter to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Promoter/Facility Management Company, for the purposes of framing rules for management of the said 4th Avenue and use of the said Premises by the Unit Holder's for ensuring safety and safeguarding the interest of the Promoter/ Facility Management Company and other unit holders of premises in the said 4th Avenue and the Unit Holder/s also agree/s and confirm/s not to raise any disputes/ claims against the Promoter / Facility Management Company and other unit holders of premises in this regard.

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The Unit Holder/s agree/s and undertake/s, that without prior written consent from the Promoter, the Unit Holder/s shall not be entitled to sell, transfer, let, sub-let, e on leave and license, and/or assign / convey and/or part with possession Said Premises or any part/ portion thereof and/or deal with or dispose of his/her/their/its interest in the said Premises including his/her/their/its right, title and interest and/or benefit under the said Agreement or any part thereof to any company etc. till all his/her/their/its dues of whatsoever nature under greement, owed to the Promoter, are fully paid and also subject to the Unit Holder/s not being guilty of any breach of or non-compliance of any of the terms and conditions of this Agreement. PROVIDED HOWEVER, the Unit Holder/s if desires to transfer the benefits of this Agreement in favour of any other intending transferee prior to receipt of the entire Consideration, same shall be subject however at discretion of the Promoter and further the payment of fees and administrative costs and any other cost of transfer as may be applicable and payable by the Unit Holder/s and/or such intending transferee to the Promoter at the rates as may be decided by the Promoter in its sole discretion, and thereafter transferee will be bound by the terms and conditions of this Agreement including obligation to make payment of balance installments of the Consideration and also all other costs, charges, expenses and monies payable unden this Agreement. All costs towards payment of stamp duty, registration charges and other incidental costs/charges payable for the execution of such an

assignment/transfer agreement shall be borne by the Unit Holder/s and the intending transferee alone and a copy of the duly executed agreement shall be furnished to the Promoter within 10 (ten) days from the date of registration of the assignment/transfer agreement. The Unit Holder/s undertake to ensure that the assignce shall abide by the terms and conditions of this Agreement and that such assignce shall be subject to compliance of the terms and conditions of this Agreement.

- Notwithstanding anything to the contrary contained under Clause 50 above, the Unit Holder/s further agree/s and undertake/s, that the Unit Holder/s shall not sell, assign or transfer their right, title, or interest, in the said Premises or any portion thereof or the benefits under this Agreement till the conveyance/assignment of the said property to the Society/Organisation/Federation/Apex Body formed. However, subject to the Promoter's NOC the Unit Holder/s shall have a right to sale, transfer, and assignment on such terms as conditions as it may deem fit and subject to payment of charges/fees/administrative and any other cost of transfer as may be applicable on rates that the Promoter may determine in this regard.
- The Conveyance/assignment of the said Building in favour of the said Association as the case may be shall be entered into within three months of obtaining the Building Completion Certificate (BCC) of the said 4th Avenue on the said Property, subject to Promoter selling and disposing of all the flats as constructed on the said Property and shall be subject to the receipt of all the official payments from the respective buyers of the flats in the said reperty Further stand Conveyance/Assignment shall be in accordance either with all the constructed conditions of this Agreement and will contain such terms and conditions as the Promoter's Advocates may in their absolute discretion determine.

Further the Promoter, may within three months of completion 4th Avenue, cause to be transferred to the Federation/Apex body/Association all the right, title and the interest of the Promoter in the said property on which the said 4th Avenue is constructed, subject to Promoter selling and disposing of all the flats/unit as constructed on the said Property and shall be subject to the receipt of all the outstanding payments from the respective buyers of the flats/units in the said Property, subject to complete utilization and exploitation of the FSI and TDR potential of the said Property by the Promoter.

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53. The Deeds of Conveyance/Assignment/ Deeds of Apartment / Declaration (as the case may be) shall contain suitable provisions in respect of the use and

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maintenance of the common infrastructure / services / facilities / amenities etc.,

pertaining to the construction/development undertaken on the said property as a whole as are assigned and transferred to the said Association. The Deed of Conveyance/Assignments/ Deeds of Apartments / Declarations and all other documents to be executed and also the bye-laws/Memorandum of Association /Articles of Association/Rules and Regulations in connection with the formation and/or registration of the said Association shall be prepared and approved by the Advocates appointed by the Promoter and the same will contain such covenants and conditions as the said Advocates shall think reasonable and necessary having regard to the development of the said Property and construction of building/s thereon. Any stamp duty, registration charges or other miscellaneous charges incidental to execution of such Conveyances/Assignments/ Deeds of Apartments /Declarations shall be borne solely by the unit holders of premises in the several buildings to be constructed on the said Property (including the Unit Holder/s). The Promoter or its transferees, successors or assigns shall be admitted as member/s of the Association of Unit Holders to the extent of all unsold and/or unallotted premises, areas and spaces in the said 4th Avenue. The bye-laws, Articles of Association/Rules and Regulations of the Association of Unit Holders shall not contain any provision contrary to the provisions herein contained and the Unit Holder/s shall not in any manner raise objection to such admission. It further expressly clarified, agreed and understood that the Unit Holder/s and/or the ation of Unit Holders shall not raise any objection or dispute and/or claim any compensation, if the area permitted to be conveyed or transferred by the authorities is at variance with or is less than the area of the portion of the Larger as stated in this Agreement, whether the same is consequent upon the etback line or area, DP reservations, amenity space etc., if any, and reserved portions of the Larger Land being handed over and transferred to MCGM /MMRDA and/or the government or local bodies or authorities, of any other

54. A Deed of Conveyance/Assignment to be executed in respect of the said 4th Avenue /said Property in favour of the said Association/Federation/ Apex Body or Declaration to be submitted under the MAO Act/ MOFA and RERA other documents in favour of the Association of Unit Holders shall inter alia contain the

reason whatsoever.

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a) Such provisions and covenants as may be necessary for giving effect to

the restrictions mentioned herein as well as the restrictions which may be

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imposed by the Promoter for safeguarding its overall interest in the said Property and the said 4th Avenue.

- b) Such provisions and covenants as may be necessary for giving effect to Clause no.47 mentioned herein regarding the Promoters' right over the development/construction with respect to any additional FSI and/or TDR that becomes available on the said Property after conveyance/assignment of the said Property by the Promoter in favour of the Association of Unit Holders.
- c) A covenant by the Unit Holder's to indemnify and keep indemnified the Promoter against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of the stipulations and restrictions contained herein and therein.
- d) The right of the Promoter to full and complete access of the said Property for the construction of the additional structures as mentioned herein and to sell or otherwise transfer the same and appropriate the entire sale proceeds thereof and the obligation of the Association of Unit Holders to admit such Unit Holder of the said Unit comprised therein as its member without charging any additional amount.
- The Promoter shall be entitled to construct site offices/ sales lounge in the said Property and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the said Property or any portion thereof is conveyed/ assigned to the Unit Holder and shall continue until the entire said Property is developed.
- f) Even after conveyance/assignment of the said Property the Protecter shall continue to have the rights and entitlement to advantse, market, book, sell or offer to sell or allot to person to purchase any apartment or building or plot which is still not sold or allotted and shall be allowed to do so without any restriction or entry of the building and development of common areas:
- g) The Promoter shall be permitted access and entry to the tower/building/s and the common areas on the said Property so as to discharge the obligations of the Promoter under Section 14(3) of the RERA;
- The Promoter or its assigns and successors shall not be obligated to pay any maintenance fee towards the unsold and/or un-allotted premises, areas and spaces, in the said 4th Avenue. It is further clarified that the Promoter shall not be liable to bear or pay any amount by way of contribution, outgoings, deposits, transfer fees, non-occupancy charges, donation, premium or otherwise to the Association of Unit Holders formed in the manner mentioned bove in required of any unsold/un-allotted units or car parking spaces in the said 4th Avenue. The

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Promoter will be entitled to apply and obtain reduction in and/or refund of municipal and other taxes, cesses, assessments and levies on account of vacancy of unsold/un-allotted premises, if the Promoter becomes liable to pay or has paid the same in respect of such unsold/un-allotted premises in the said 4th Avenue. If refund of any such taxes, cesses, assessments or other levies is made by the corporation or any other government, local or public body or authority to the said Association in respect of such unsold/un-allotted units and car parking spaces in the said 4th Avenue, then the said Association shall forthwith and without making any claim or demand or raising any objection or dispute whatsoever in respect thereof, pay over the same to the Promoter, whether the Promoter has demanded the same or not.

56. The Unit Holder/s hereby agree/s and confirm/s that, even after formation of the said Association as aforesaid or the Deeds of Transfer/Assignment/ Declaration/ Deeds of Apartments (as the case may be) are executed, the Promoter shall have the full right and authority to develop the said Property by use of the entire unutilised FSI or additional FSI (present and future) and other additional FSI that may be sanctioned by MMRDA/MCGM in respect of the Larger Land or otherwise as stated herein and which shall continue to be under the ownership and control of the Promoter who shall be entitled to utilize it for its benefit alone in gelopment of the Larger Land and inter alia to put up further construction ger Land or any portions thereof and to deal with and dispose of the on account of and for the benefit of the Promoter alone without any rebate Holder's or Association of Unit Holders. Further, in view of the ostje development proposed in respect of the Larger Land, as described in reement, the Unit Holder/s agree/s and confirm/s that even after formation of the Association of Unit Holders, the assignments/transfers in the manner contemplated under Clause 52 above will be undertaken by the Promoter only

after the entire additional FSI (present & future) and any other additional FSI that may be sanctioned by MMRDA/MCGM has been fully utilized by the Promoter and the construction and development of all buildings on the Larger Land (including the said 4th Avenue) together with all ancillary structures, amenities

PARTIES that—

The Promoter reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the said Property and any common Rights of Ways

and facilities are completed to the satisfaction of the Promoter.

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with the authority to grant such rights to the Unit Holder/s and/or users of premises in the said 4th Avenue being constructed on the said Property (present and future) at all times, during all hours of day and night by foot and also by vehicles of all description howsoever propelled and whether laden or unladen and the right of access to the said Property for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground water-tanks, substation of power supply company etc. situated on the said Property and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for full and proper use and enjoyment of the said Property and if necessary to connect the drains, pipes, cables etc. under, over or along the land appurtenant to each and every building to be constructed in the said 4th Avenue on the said Property (including the said Building) without in any way obstructing or causing nuisance to the ingress and egress of the Unit Holder/s /other occupants of premises in said 4th Avenue constructed on the said Property.

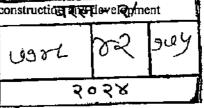
(ii) Necessary provisions for the above shall be made in the Decessor Transfer/Assignment/Declaration/Deeds of Apartments to be executed as per Clause 53 hereinabove. The Unit Holder/s hereby expressions to the same.

District Centre Planning Proposals as notified by the Government of the Centre Planning Proposals as notified by the Government of the Planning Proposals, the Promoter has conveyed the part of Larger Land to MMRDA by a Deed of Conveyance for a nominal compensation and simultaneously MMRDA has granted lease of the part of the Larger Land as Lessor/Owner to the Promoter for a term of 60 (sixty) years by a Lease Deed ("said Lease") on terms and conditions including payment of rent/premium fixed by MMRDA, together with FSI as may be permissible for development of the Larger Land.

59. (a) On payment of the lease Premium by the promoter, the Special Planning Authority/ MMRDA has granted additional FSI on the said Larger Land. The Unit Holder/s is/are aware that the Promoter shall use the FSI granted by the MMRDA under the said Lease and shall utilize any increased additional FSI which may be granted by any concerned authorities in future by construction and leave applications.

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of building/s or additional floors on the existing constructed buildings (including the said 4th Avenue) as the case may be, in which event the Promoter shall submit revised Layout Plan for such construction and obtain the sanction thereto from MMRDA/MCGM. The Promoter shall have the right to sell such units so constructed to the intending buyers. The Promoter shall assign the lease in favour of the said Association which may be formed or registered as mentioned in Clause 42 above. The Unit Holders of all the units purchased in several buildings on the Larger Land shall be bound by terms and conditions of the said lease granted by MMRDA, including payment of the premium as may be required for the purchase/transfer of the units. The Unit Holder/s hereby irrevocably grant/s his/her/its consent to the above including the consent to the revised Layout Plan to be submitted to MMRDA without there being any necessity of obtaining fresh consent from the Unit Holder/s. It is hereby further agreed that notwithstanding the submission of the land to MMRDA contemplated as above, the rights of the Unit Holder/s under this Agreement shall not adversely be prejudiced but shall be subject to the terms and condition of the said Lease.

(b) The Promoter may, as and when various options and /or scheme/s of utilization of available FSI and/or additional FSI are made available to it, shall have a right to explore the fullest possibilities of such various options/schemes made available by the Government of Maharashtra and/or the Urban Development Department and/or the Central Government and/or MMRDA and/or the Slum Rehabilitation Authority namely SRA scheme U/Clause 3.11 read with Clause no. 19(ii) of Appendix IV of Development Control Rules ("DCR") 33 (10) or such of the competent authority, as per the prevailing and/or revised/modified regulations or such other applicable regulations from time to time. Provided that Rich will be no change in the area of Unit transferred to the Unit Holder. The Unit hadden's undertake/s that he/she/it/they shall not object or claim compensation whatsoever pursuant to such options and/or scheme/s opted by the Promoter.

(c) Notwithstanding anything stated in this Agreement it is agreed by and between the Parties that, the Promoter shall have the right to subscribe or develop the Larger Land under any other scheme/plan of development such that the area of the Unit Holder/s shall not be adversely affected.

The Unit Holder/s agree/s and undertake/s, that on receipt of possession, the Unit

Holder/s shall carry out interior work with the prior written consent of the

Promoter It will be in the Promoter's sole discretion to grant such consent and to

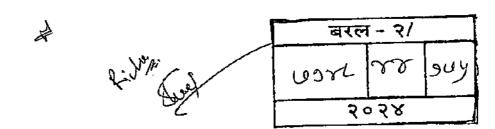
stipulate the terms/conditions of such consent. The Unit Holder/s shall carry out

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and complete the interior work in the said Unit/s, within 6 (Six) months from the date of receipt of possession of the said Unit/s, by the Unit Holder/s in accordance with the rules and regulations as may be laid down by the Promoter/ Association of Unit Holders, MMRDA/MCGM and/or concerned authorities, and shall not make any changes in the elevation of the said 4th Avenue or any part thereof, and shall not carry out such work which may affect or weaken the structure of the said Building, by the use of heavy material, etc, or otherwise. The Unit Holder/s shall be entitled, to a maximum extension of 3 (three) months for carrying out and completing the interior work in the said Unit/s, failing which, it shall be mandatory on the part of the Unit Holder/s, to obtain written permission from the Promoter, for carrying out and/or completing the interior work in the said Unit/s.

61. Without prejudice to the aforesaid, if the Unit Holder/s make/s any unauthorized change or alteration or causes any unauthorized repairs in or to the said Premises or the said 4th Avenue, the Promoter shall be entitled to call upon the Unit Holder/s to rectify the same at his/her/its/their own cost and to restore the said Unit or the said 4th Avenue to its original condition within 30 (thirty) days from the date of intimation by the Promoter in that behalf. If the Unit Holder/s do/es not rectify the breach within the such period of 30 (thirty) days, the Promoter shall be entitled to terminate this Agreement forthwith in the event of which the consequences of termination as provided under Clause 18 would follow. In the alternative, the Promoter may in its sole discretion decide to carry out necess /restoration to the said Unit or the said 4th Avenue and all coster expenses incurred by the Promoter for carrying out such rectification shall be reimbursed by the Unit Holder/s. If the Unit Holder's fait/s to the Promoter any such costs, charges and expenses within 10 (ten) days,c by the Promoter, the same would be deemed to be a charge on the said P and the Promoter will be entitled to recover from the Unit Holder's all such costs, charges and expenses. Also, the Promoter would be entitled to terminate this Agreement on expiry of the 10 (ten) days notice period and thereupon the consequences of termination as provided under Clause 18 would follow. The Unit Holder/s hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Promoter from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Promoter or which the Promoter may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the said



Premises or the said 4th Avenue or the said Property.

- 62. The Unit Holder/s further agree/s and undertake/s to carry out the interior work strictly, in accordance, with the rules and regulations framed by the Promoter / Association of Unit Holders and without causing any disturbance, to other unit holders of premises in the said Building. The Unit Holder/s further agree/s and undertake/s to deposit with the Promoter / Association of Unit Holders (as the case may be), a sum of Rs.1.50.000/- (Rupees One Lakh Fifty Thousand Only) to be utilized by the Promoter / Association of Unit Holders, in case of any damage, caused to the said Building, or any part thereof, and the same shall remain deposited, till the entire interior work in the said Unit/s is completed, and shall be refunded without interest to the Unit Holder/s, only in case the amount is not adjusted towards wear and tear and damages so caused, by the Unit Holder/s.
- 63. All unsold and/or un-allotted residential premises, areas and spaces in the said Building/4th Avenue, including without limitation rights to terraces, parking spaces, storage spaces, and service areas shall always belong to and remain the property of the Promoter. The Promoter shall be at liberty to sell, let, sub-let, assign or otherwise deal with or dispose of in any manner, whatsoever, all unsold and/or un-allotted premises, areas and spaces in the said 4th Avenue including

in its absolute discretion deem fit.

The Unit Holder's shall at no time demand partition of his/her/their/its interest in the said Unit reside Tower/said 4th Avenue or any part thereof, it being hereby expressive agreed understood and confirmed by the Unit Holder's that interest in the said Unit / Tower/s/4th Avenue or any part thereof is impartible.

The Unit Holder/s shall at his/her/their/its own cost maintain the said Unit in the same condition, state and order in which it is delivered to him/her/them/it and shall abide by all the byelaws, rules and regulations imposed by the Promoter, said Association, MMRDA/MCGM or other concerned authorities, and shall be responsible for all actions and violations of any of the conditions and covenants

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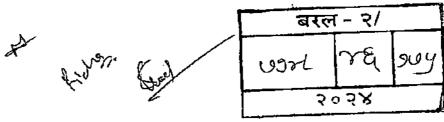
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Prior to the Promoter offering possession of the said Premises to the Unit Holder/s, the Unit Holder/s shall bear and pay all charges / deposits, imposed by concerned authorities or any other statutory authorities (including transfer premium payable to MMRDA, if applicable in terms of Clause 59 a) above). Further, the terms and conditions of the said lease to be entered into with

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MMRDA, shall be binding upon the Unit Holder/s and the Unit Holder/s shall pay all the applicable charges for such transfer / assignment along with all the applicable taxes (by whatever name called), if any, during transfer, assignment of his Unit to Third party upon the written consent of the Promoter.

- 67. The Promoter has informed the Unit Holder/s and the Unit Holder/s is/are aware and hereby expressly agree/s that the Promoter will be developing the Larger Land as a layout area by constructing residential cum commercial buildings thereon as per the development programme to be determined by the Promoter in its absolute discretion from time to time. The Unit holder shall not raise any objection or cause any hindrance in the said development/construction by the Promoter whether on grounds of noise pollution, inconvenience, annoyance or otherwise or on grounds that light and air and/or ventilation to the said Premises or said 4th Avenue or any part thereof is adversely affected or likely to be affected by such construction.
- 68. The promoter has absolute and exclusive and full right and authority to amalgamate the said Property with any of its adjacent property.
- Any delay tolerated or indulgence shown by the Promoter, in enforcing the terms, conditions, covenants, stipulations and/or provisions of this Agreement, or any forbearance, or giving of time, to the Unit Holder/s by the Promoter, shall not be treated / construed / considered, as a waiver or acquiescence on the part of the Promoter of any breach, violation, non-performance or non-confidence by the Unit Holder/s of any of the terms, conditions, covenants stipulations and provisions of this Agreement, nor shall the same in any channer provision, the rights / remedies of the Promoter.
- 70. The name and address of the said 4th Avenue shall be known and displayed as "4TH AVENUE SUNTECK CITY" and by such other name, in future per the sole discretion of the Promoter, subject to the approval as applicable of the Assistant Registrar of Co-operative Societies, MMRDA/MCGM or any other concerned authorities.
- 71. The Unit Holder's with intention to bind himself/herself/themselves/itself and all persons / companies into whomsoever hands, the said Premises come and his/her/their/its successors in title / legal heirs, administrators and assigns, doth hereby, covenant with the Promoter as follows —



- (a) To use the said Unit or permit the same to be used only for residential purpose under the rules, regulations and byelaws of the Association of Unit Holders, MMRDA/MCGM and other concerned authorities;
- (b) To maintain the said Premises at the Unit Holder/s costs and expenses in good and tenantable repair and condition, from the date of possession of the said Premises being given by the Promoter to the Unit Holder/s, and shall not do or permit to be done anything in the said 4th Avenue and or to the staircases, landings, lobbies, passages, lifts and other common areas, amenities, facilities therein or pertaining thereto which may be against the rules, regulations or byelaws to be framed by the Association of Unit Holders or concerned authorities or change / alter or make additions in the said Premises or any part thereof, to the said 4th Avenue or any part thereof, and in the event of the Unit Holder/s contravening any of the aforesaid provisions, the Unit Holder/s shall be solely responsible for the consequences thereof;
- The Unit Holder's undertakes to install air-conditioner's only in the space defined/identified by the Promoter, in the said Unit's, for the same, and see that strictly observe and comply with all the terms and conditions, if any, which may be imposed, by the Promoter, in respect of the same;

The Unit Holder/s undertake/s, not to make any structural alterations or additions of whatsoever nature, in the said Premises and/or change the extends façade of the said Building, floor lobby, common passage and dows, elevation or the colour scheme, fittings, fixtures and other specifications in the common areas in the said Building, or the tiling / layout in / of the compound of the said Building, or make any change in the landscaping, gardens or any part of the said Property on which the said 4th Avenue has been constructed, in any manner, whatsoever, so as to alter the original appearance thereof, as provided by the Promoter, at the time of giving possession;

(e) 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 additions or

structural alterations of whatever nature, in or to the said Premises or any
part thereof, nor any alteration in the elevation and outside the said

Building and shall-keep the said Premises, sewerages, pipes, drains in the

Said Unit/s and appurtenances thereto, in good and tenable repair order and

condition so as to support, shelter and protect other parts of the said

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Building, and shall not chisel or in any other manner, damage the columns, walls, beams slabs or RCC pardis or the structural member of the said Unit:

- Not to store in the said Premises, any goods, objects, materials which are (f) of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building, in which the said Premises is situated, or the storing of which goods, objects, or materials are prohibited by the Promoter/ Association of Unit Holders /concerned authorities. The Unit Holder/s, shall not carry or cause or permit to be carried heavy packages to upper floors which may damage or is likely to damage the staircases, common passages, entrances or lifts or any other structure or part of the said 4th Avenue in which the said Premises is situated nor damage any fire fighting equipments or create any kind of hindrance whatsoever, by blocking fire exits / escapes etc. and in case if any damage is caused to the said Building/lifts or any part thereof and/or said Premises on account of the Unit Holder/s or his/her/their/its servants, agents, contractors, workmen, employees, visitors or guests, the Unit Holder/s shall be liable and responsible for all the consequences of the same, and the Unit Holder/s shall become liable and responsible to pay for all the damages incurred and/or the loss caused or suffered;
- (g) To carry out at the Unit Holder's own cost all repairs to the said Premises which may otherwise endanger the said Building, and in the every the Unit Holder's doing or committing any act or deed in contravention of the above provisions, the Unit Holder's shall be responsible and hable for the consequences thereof, to the Promoter, Association of Unit Holder's and for concerned authorities;
- (h) Not to throw dirt, rubbish, garbage, rags or other refuse or permit the same to be thrown from the said Unit into the compound or any portion of the said 4th Avenue or the said Property or any part /portion thereof;
- (i) Not cause any nuisance, hindrance, disturbance and annoyance to other unit holders of premises in the said 4th Avenue or other occupants or users of the said Building, or visitors to the said Building, and also occupiers of any adjacent, contiguous or adjoining properties;

(j) Pay to the Promoter, within 10 (ten) days of demand, by the Promoter his/her/their/its share of deposits, if any, demanded by the conce ned local 99%

authorities or government for giving water, drainage, electricity, telephone, gas or any other service/utility provided to the said Premises or said Building;

- (k) To bear and pay proportionate share of 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 authorities in relation to the said Premises and also for any increases thereof on account of change of user by the Unit Holder/s or otherwise;
- (1) Not to at any time demand partition of the Unit Holder/s interest in the said Unit;
- (m) The Unit Holder/s shall permit the Promoter and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Premises or any part thereof, to view and examine the state and condition thereof or to repair the same, at the cost of the Unit Holder/s;

That the Unit Holder's shall observe and comply with all the rules, regulations and bye-laws which the Promoter may specify and those which the association of Unit Holders may adopt or frame at its/their inception and additions alterations or amendments thereto, that may be made from time to time, including those for the protection and maintenance of the said 4th Avenue and the premises therein, and for the observance, performance and compliance of the building rules and regulations and bye-laws for the time being of the concerned authorities. The Unit Holder's shall also observe, perform and comply with all the stipulations, terms and conditions laid down by the Promoter' Association of Unit Holders regarding use of all common areas, amenities and facilities in the said 4th Avenue and the Unit Holder's shall pay and contribute regularly and punctually towards all the rates, rents, taxes, cesses, assessments, levies, expenses and all other outgoings payable in accordance with the

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That the Unit Holder/s shall, along with all other Unit Holders in the said Building as well as Project will take necessary steps to ensure compliance to the customer Guidelines for the Project as detailed in Annexure 1 at all

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times including post handover of the Building by the Promoter to the Association of Unit Holders/ Society.

- (p) Not do anything whereby the title of the Promoter to the said Property or any portion thereof is affected in any manner;
- (q) Not to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/ies, verandah, car parking space/s or other open spaces forming a part or appurtenant to the said Unit/s in the said Building, without the prior written permission of the Promoter / Association of Unit Holders /concerned authorities;
- (r) Not to hang clothes, garments or any other things from the windows, grills,
 balcony/ies, terrace/s appurtenant to the said Unit;
- (s) To pay all the additional taxes, rates, assessments, levies *etc.* that may be levied by the concerned authorities in respect of the said Premises and also all amounts payable to the Promoter in terms of this Agreement;
- that the Unit Holder's hereby agrees's to pay all the amounts payable under this Agreement, as and when they become due and payable, time being the essence of this Agreement. Further the Promoter's national give any reminder notice regarding such payment and the failure ifferent shall not be a plea or an excuse for non-payment of any amount. Their respective due dates:
- (u) That the Unit Holder's hereby covenant's with the Promoter, to pay any amount's required to be paid by the Unit Holder's as agree Agreement and to observe and perform the covenants and conditions except so far as the same ought to be observed by the Promoter;
- (v) Not do or permit to be done any act or thing which may render void or voidable any insurance of the said 4th Avenue and/or the said Property or any part thereof, or whereby, or by reasons where the taxes/premium shall become payable; and
- (w) After possession of the said Premises is handed over to the Unit Holder's, the Unit Holder's shall insure the said Premises from any loss, theft, damage caused due to human intervention or due to any Act of God or other Force Majeure incident including fire, riot, strikes, earthquakes,

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natural calamity or any other cause beyond reasonable human control, and the Promoter shall not be responsible for any loss/damage suffered thereafter.

(x) The Unit Holder/s shall observe and perform all the rules and regulations which the Association of Unit Holder 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/ said 4th Avenue and the units therein and for the observance and performance of the buildings Rules, regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Unit Holder/s shall also observe and perform all the stipulation/s and conditions laid down by the Association of Unit Holder/s regarding the occupation and use of the Unit in the said building/ said 4th Avenue and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement.

These covenants shall be binding and operative even after the formation of the Association of Unit Holders.

gement shall supersede all earlier applications, discussions, documents, atsoever), etc. executed or exchanged by and between the Parties or to the Execution hereof which may be inconsistent with this Agreement. The Parties confinns agree/s and acknowledge/s that this Agreement represents and complises the entire contract between them in respect of the subject matter hereof. The Unit Holder/s hereby expressly admit/s, acknowledge/s and confirm/s that no terms, conditions, particulars or information, whether oral, written or otherwise given or made or represented, including those contained or given in any advertisement, leaflet or brochure, or in any correspondence or other writing or document, by the Promoter and/or their agents to the Unit Holder/s and or his/her/their agents, other than such terms, conditions and provisions as are contained or incorporated in this Agreement, shall be deemed to form part of this Agreement or to have induced the Unit Holder/s to enter into this Agreement. No additions, deletions, amendments, alterations and/or modifications to/of any of the terms, conditions, stipulations or provisions of this Agreement, shall be valid, binding on or enforceable against either Party, unless the same are recorded in y or on behalf of the Parties, as supplemental hereto.

The Promoter may at any time assign, transfer, convey in whole or in part, its rights incessed of the said 4th Avenue together with the underlying portion of the

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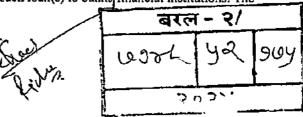
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said Property, subject to the rights of the Unit Holder/s under this Agreement on such terms and conditions as the Promoter may, in its sole discretion deem fit. On such transfer/assignment, such transferee/s shall be bound by the terms and conditions herein contained including covenants/conditions affecting the said Property or the terms/conditions/ covenants of said lease Deed executed between MMRDA and the Promoter in respect of the said Property or any part thereof, as per Clause 59 hereinabove.

- The Promoter if it so desires shall be entitled to create security on the said Property together with the building(s) being constructed thereon (including the said Building) by availing loans/financial assistance/credit facilities from banks/financial institutions, against securities thereof, save and except the said Premises allotted hereunder. The Promoter shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation whether legal or in English form or by way of deposit of title deeds, save and except the said Premises, provided the Promoter shall be the principal debtor and it shall be the sole responsibility of the Promoter to repay such loan amount with interest, charges and expenses thereon. The Unit Holder/s hereby give/s express consent to the Promoter to raise such financial facilities against security of the said Property together with the building(s) being constructed thereon (including the said Building) and mortgage the same with banks/financial institutions as aforesaid, save and except the said Premises agreed to be transferred hereunder.
- The Unit Holder/s give/s his/her/their/its consent to the Promoter to securitize the amounts receivable by the Promoter hereunder and to assign to banks/finascial institutions the right to directly receive from the Unit Holder/s with banking installments of the Consideration or part thereof. The Unit/finascial undertake/s, upon receipt of such intimation in writing by the Promoter, to pay without any delay, demur, deduction or objection to such banks/financial institutions, the balance installments of the Consideration or part thereof as the case may be. The Promoter covenants that payment of such balance installments of the Consideration or part thereof in accordance with the terms hereof by the Unit Holder/s to banks/financial institutions shall be valid payment of the respective installments due in respect of the Consideration and would discharge obligations of the Unit Holder/s hereunder.
- 76. It is agreed that the Unit Holder(s) shall be entitled to avail of loan(s) from banks/financial institutions and mortgage the said Premises (or part thereof) by way of security for repayment of such loan(s) to banks/financial institutions. The

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Promoter will grant its No Objection addressed to such bank/financial institution, however the Promoter shall not incur any personal liability/obligation for repayment of the monies so borrowed by the Unit Holder/s and/or any monies in respect of such borrowings including interest and cost and provided the mortgage created in favour of the bank/financial institution in respect of the said Premises shall not in any manner jeopardize the Promoter's right to complete the construction of the said 4th Avenue or to develop other portions of the Larger Land or the Promoter's right, title or interest in the said 4th Avenue and such mortgage shall be subject to the Promoter's first lien and charge on the said Premises in respect of unpaid installments towards the Consideration and all other amounts/deposits payable by the Unit Holder/s to the Promoter under the terms and conditions of this Agreement. The Promoter will issue its No Objection letter addressed to the bank/financial institution simultaneously against such bank/financial institution issuing its confirmation in writing addressed to the Promoter undertaking to make payment of the balance installments towards the Consideration directly to the Promoter as per the schedule for payment agreed hereunder and such confirmation letter shall be in a form mutually acceptable to the Parties and such bank/financial institution.

The Promoter shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the said Promoter said 4th Avenue by concerned authorities due to non-payment by the Unit Holder's or other units holders of their respective proportion of the taxes, utility bills and other outgoings to the concerned authorities on account of default in making such payments, or upon the Unit Holder's failing to comply with the terms and conditions of this Agreement.

The Promoter has informed the Unit Holder/s and the Unit Holder/s is/are aware after the Promoter has retained to itself the exclusive right of providing T.V./Internet — Cable and dish antennae network in the said 4th Avenue to be constructed upon the said Property. The aforesaid rights are retained by the Promoter to itself permanently and the Promoter shall be entitled to deal with and dispose of and/or assign the said rights in favour of such person or corporate body as the Promoter may determine save and unless the Promoter relinquish the said rights. The consideration received for such assignment shall belong to the Promoter alone. In view thereof, the Unit Holder/s and /or other occupants of premises in the said 4th Avenue shall not have a right to obtain T.V. / Internet and or other dish antenna network facilities either alone or jointly with others through any other agents but shall obtain the T.V. / Internet and or other dish antenna

any other agents but shall obtain the 1.v.7 Internet at

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network facilities from the Promoter or the assignee(s) of the Promoter save and except in case of relinquishment as aforesaid. The Unit Holder/s and/or occupants of premise in the said 4th Avenue and/or Association of Unit Holders shall pay the charges (including deposits) as may be charged by the Promoter and/or such assignee(s) as aforesaid for availing the transmission facilities and network as aforesaid and shall give to them all necessary co-operation of enabling them install, maintain and repair the equipment thereof and shall not be entitled to charge the Promoter and/or their assignee(s) as aforesaid any amount for the said rights or incidental thereto. The necessary covenant will be incorporated in the Deeds of Assignment/Conveyance/Declaration/Deeds of Apartment as the case may be.

- 79. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Tower, said 4th Avenue, said property, Larger Land or any part thereof in favour of the Unit Holder/s. The Unit Holder/s shall have no claim, save and except in respect of the said Premises and all common areas, amenities and facilities specified in Fourth Schedule, will remain the property of the Promoter until the formation of the said Association / Federation /Apex Body of Unit Holders and transfer/ assignment/ conveyance of the said 4th Avenue to the Federation /Apex Body of Unit Holders and underlying portion of the Larger Land in the manner provided in Clause 52 hereinabove, as the case may be.
- The Promoter shall endeavour to cause the said Association to confirm and ratify 80. the allocation of the Car Parks in favour of the Unit Holder/s and the Unit Holder/s also hereby agree/s and confirm/s to provide all the necessary assistance Promoter to cause the said Association not to alter or change the allocation parking spaces (including the Car Parks) in the manner allocate to the various unit holders/occupiers (including the Unit Holder thetain) of premises in the said Building. The Unit Holder/s is aware that the allotment and right to use the Car Parks will ultimately be subject to the decision of Association of Unit Holders and will not hold the Promoter responsibilities loss suffered or inconvenience caused if such allotment is ultimately cancelled or varied by the Association of Unit Holders. The exact location and demarcation of the Car Parks shall be at the sole discretion of the Promoter and the same shall be intimated to the Unit Holder/s at the time of handing over of possession of the said Unit. The unit Holder/s agree/s that he/she/its/they shall not raise any dispute or objection as to the location and/or demarcation by the Promoter of the Car Parks.

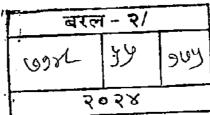
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- 81. All notices to be served on the Unit Holder/s as contemplated by this Agreement, shall be deemed to have been duly served, if sent to the Unit Holder/s by an email delivery system and via email from crm.sunteckcity4thavenue@sunteckindia.com and such notices shall be considered official and be treated with the same level of importance as served upon the Unit Holder/s in the form of the physical copies, It shall also shall duly and effectually discharge the Promoter, and shall be deemed to have been received by the said Unit Holder/s. The Unit Holder/s agrees to inform the Promoter in writing of any change in the mailing addresses as mentioned herein. In case of joint Unit Holder/s all the communications shall be sent by the Promoter to the first named Unit Holder's under this Agreement.
- 82. Any correspondence from or on behalf of the Unit Holder address to the Promoter shall be considered as duly served and acceptable only if such correspondence or communication has been done through or by Registered post with A/D, and/or under certificate of posting and/or Speed Post sent to the address of the Promoter as specified under this Agreement. It is further informed that save and except correspondence or communication done in the manner as stated in Clause 81, no other mode of communication or correspondence like electronic mail, Facsimile shall be considered as legally binding between the parties, unless it is addressed of Particles of the Promoter and not any other email ID.

All starm duty, registration charges, out of pocket costs, such other charges and expenses incidental to this Agreement and GST or any other taxes whatsoever which are levied or become leviable, shall be borne and paid by the Unit Hodda's alone. If due to any changes in government policy and by virtue of the same, if any additional stamp duty, registration charges and/or any other taxes / rates are levied, the same shall also be borne and paid by the Unit Holder's alone.

The Unit Holder/s hereby declare/s that he/she/they/it has gone through this Agreement and all the documents relating to the Larger Land /said 4th Avenue and has/have expressly understood the contents, terms and conditions of the same and the Promoter has entered into this Agreement with the Unit Holder/s relying solely on the Unit Holder/s agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Unit Holder/s to be observed, performed and fulfilled and complied with and therefore, the Unit Holder/s hereby jointly and severally (as the case may be) agree/s, undertake/s and covenant/s to indemnify, save, defend and keep harmless

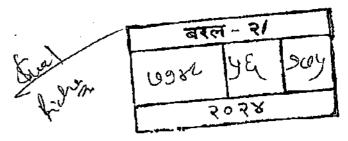


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at all times hereafter, the Promoter and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Unit Holder/s any injury to any property(ies) or persons(s); or death of person(s); or damages to any property(ies) howsoever arising related to the use and/ or occupation of the said Premises and directly or indirectly as a result of the negligence, act and/ or omission of the Unit Holder/s or his / her/ its agents, servants, tenants, guests, invitees and/ or any person or entity under his/its control; and Unit Holder's non-compliance with any of the restrictions regarding the use and/or occupation of the said Premises.

- 85. The terms and conditions of this Agreement shall be binding on all transferce/s / assignee/s, from time to time, of the said Premises, which the respective Unit Holder/s may sell, transfer / assign and shall be enforceable against all such transferces.
 - i. That all disputes and differences or claims arising out of, or in connection with, or relating to this Agreement, or in the interpretation of any provisions of this Agreement, or the breach, termination or invalidity hereof and the respective rights and obligations of the parties, between the Unit Holder's and the Promoter ("Dispute"), shall be resolved between them through mutual dispussions and amicable settlement.
 - ii. 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 the Maharashtra Real Estate Regulatory Authority. However, to twith standing the aforesaid, in the event the Promoter chooses to refer such Dispute to the Conciliation forum formed by the Maharashtra Real Estate Regulatory Authority, the Unit Holder/s hereby grants his/her/its irrevocable consent for such dispute to be referred to the aforesaid Conciliation Forum and the decision of the Conciliation Forum shall be binding upon the Unit Holder/s. The Conciliation proceedings shall be held in English language and the venue of the Conciliation proceedings shall be at Mumbai.

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- Except as stated above in Clause 85, this Agreement shall be governed by the laws 86. as applicable in India and any disputes in relation to this Agreement, shall be subject to the exclusive jurisdiction of courts at Mumbai, Maharashtra, India.
- It is abundantly made clear to all the Unit Holder/s who are Non-Resident / foreign 87. nationals of Indian origin, 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 provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Unit Holder/s understands and agrees, that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/they /it alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or reenactments thereto. The Promoter accepts no responsibility in this regard and the Unit Holder/s agrees to indemnify and keep the Promoter indemnified and saved hamless from any loss or damage caused to it for any reason whatsoever.

Tife Unit Holder/s hereby declares that he/she/they/it has perused this Agreement and all the documents related to the said Property and the said Premises has expressly understood the contents, terms and conditions of the same and Unit Holder/s, after being fully satisfied, has entered and accepted this Agreement.

The Promoter states that the Permanent Account Number allotted to it is 89.

२/ state/s that the Permanent Account Number allotted to Holder/s SAILESH KUMAR SAHU- CULPS6213E, RICHA BPOPP 212K. FIRST SCHEDULE ABOVE REFERRED TO

AAPCS2160R.

(Description of Larger Property)

ALL THOSE pieces or parcels of land or ground together with structures standing thereon bearing Survey Nos. 106/1, 106/2, 107/3 (p), 109, 110/3 (p), 110/4, 111/1(p), 111/2, and 112/I(p) corresponding to CTS Nos. 157, 158, 159, 160, 161, 162, 162/1, 163, 164, 165, 166, 166/1, 170, 170/1, 170/2 and 171 admeasuring in aggregate 64,427.30 sq. mtrs. or

thereabouts [excluding plot nos. 1 and 2 of Survey No. 106/1(p) and survey no. 105/3(p)] and 62737.58 sq. mtrs. or thereabouts as per PRC's, situate, lying and being at Village Goregaon, Taluka Borivali, Mumbai Suburban District, and bounded as follows that is to say,

Towards North : CTS NOS. 165 (pt), 66, 98;

Towards South : Village Boundary;

Towards West: Existing 25.00 mtr. Wide Road, CTS NOS. 151, 153/50,

Village Boundary; and

Towards East : CTS NOS. 168, 169A, 169A/1, Western Railway Line

SECOND SCHEDULE ABOVE REFERRED TO

(Description of the said Property)

ALL THOSE pieces or parcels of land or ground together with structures standing thereon bearing Survey Nos. 111/1(p) corresponding to CTS Nos. 158, 159, 160, 161 (p), 162 (p), 165(p) admeasuring about 9011.01 sq. mtrs. situate, lying and being at Village Goregaon, Taluka Borivali, Mumbai Suburban District, and bounded as follows that is to say,

Towards North: Proposed 25.00 mtr. Wide Road,

Towards South: CTS NOS. 169A,

Towards West: Existing 25.00 mtr. Wide Road; and

Towards East : CTS NOS. 169A/1.

EED TO SUBURBAN US

THIRD SCHEDULE ABOVE REFERRED TO

(Description of the said Premises)

Unit No. 2202 admeasuring 83.76 square mtrs carpet area as per RERA on 22nd floor in Tower B in '4TH AVENUE SUNTECK CITY' together with exclusive right to use open areas attached to the said unit, proportionate share in the common areas, & facilities of the said 4th Avenue, and the right to use 2 (Two) car parking space/s in the dependent parking allotted on the Lower / upper Deck of any of the Car Stack Parking System installed in the [basement/ground/ podium/ stilt] levels of the said 4th Avenue, being constructed on the said property more particularly described in the Part IV of Second Schedule referred above.

FOURTH SCHEDULE ABOVE REFERED TO GRAP - 2/

Jack July 2028

(List of Fittings, Fixtures, Amenities and Facilities, Common Areas and Specifications in respect of the said $4^{\rm th}$ Avenue)

INTERNAL AMENITIES:

1. LIVING/DINING/PASSAGE/LOBBY

Floor: Vitrified Tiles

Walls: Oil based Distemper Paint Ceiling: Oil based Distemper Paint

2. BEDROOMS

Floor: Vitrified Tiles

Master Bedroom: Vitrified Tiles

Ceiling & walls: Oil based Distemper Paint

3. KITCHEN

Floor: Vitrified Tiles

Walls: Ceramic/Vitrified Tiles above platform of 2' height Fitting/ Fixtures: Good quality CP fittings & sanitary fittings

4. TOILETS

Walls: Vitrified Tiles upto beam bottom Floor: Anti-skid Vitrified/ Ceramic Tiles

FITTINGS/FIXTURES

Toilet: Good Quality C.P. & Sanitary fittings

5. DOORS & WINDOWS

Internal door: Flush Door Entrance door: Flush door

Windows: Powder coated aluminum Windows

6. Electricals: Good quality switches

Martic and granite are natural materials and as such graining cracks and colour from occur naturally and are not defects.

EXTERNAL AMENITIES

1. Swimming pool + kid's pool

2. Kids' Play area

3) Jogging track

8 pool

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- 4. Multi-court
- 5. Gymnasium
- 6. Senior citizen's zone
- 7. Indoor games area
- 8. Landscaped Garden

1



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IN WITNESS WHEREOF the Parties have executed this Agreement by the hand of their authorized signatories the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED)
by the withinnamed Promoter,)
SATGURU CORPORATE SERVICES)
PRIVATE LIMITED by the hand of its	
Director / Authorized Representative	
Maria Avittamping duly	() 2 () () () () () () () () (
authorized under the Resolution of the	
Board of Directors passed at its meeting	(subjection)
held on 17th day of Jan 2022 in	1)
the presence of)
2. SIGNED AND DELIVERED by the	e)
withinnamed Unit Holder/s	and the second s
(a) SAILESH KUMAR SAHU) Laile Sh Kennor Salvy Jak
(b) RICHA PANDEY)) like
in the presence of	
1. 2. 3. 3. 3. 3. 3. 3. 3. 3. 3	300 - R/ 2007 - R/ 2007 - R/ 2007 - R/ 2007 - R/ 2007 - R/

Annexure "G"

(Payment Schedule)

The Unit Holder/s agrees to accept allotment/purchase from the Promoter, the Unit at or for the Consideration of Rs.2.71.50.000/- (Runees Two Crores Seventy One Lakhs Fifty Thousand and Paise Zero Only) to the Promoter in the following manner:-

- (i) <u>Rs.1000000/- (Rupees Ten Lakhs and Paise Zero Only)</u>, being booking amount paid prior to the execution of this Agreement (the payment or receipt whereof the Promoter hereby admits and acknowledges);
- (ii) <u>Rs.1715000/- (Rupees Seventeen Lakhs Fifteen Thousand and Paise Zero Only)</u> being 10% of the Consideration, within 1 Month from date of booking, (after adjusting booking amount), paid prior to the execution of this Agreement (the payment or receipt whereof the Promoter hereby admits and acknowledges);
- (iii) <u>Rs.1357500/- (Rupees Thirteen Lakhs Fifty Seven Thousand Five Hundred and Paise Zero Only)</u> being 5% of the Consideration within 1.5 months from the date of booking/Registration whichever is earlier;
- (iv) Rs.2715000/- (Rupecs Twenty Seven Lakhs Fifteen Thousand and Paise Zero
 Only) being 10% of the Consideration, within 3 months from the date of Booking;

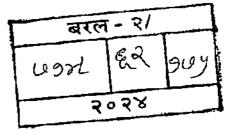
(v) Rs.2715000 (Rupees Twenty Seven Lakhs Fifteen Thousand and Paise Zero.

Only) being 10% of the Consideration, within 6 months from the date of Booking.

(vi) <u>Rs.2715000/- (Rupees Twenty Seven Lakhs Fifteen Thousand Only)</u> being 10% of the Consideration, within 9 months f Booking/On OC (Whichever is later);

(vii) Rs.14932500/- (Runees One Crore Forty Nine Lakhs Thirty Two Chousand Five Hundred and Paise Zero Only) being 55% of Consideration, within 12 months from the date of booking/On OC (whichever is later) of the said Premises being ready to be delivered to the Unit Holders but in any event before actual possession of the said Premises being taken by the Unit Holder/s.

A Shoot Ridge



RECEIPT

RECEIVED the day and year first hereinabove written of and from the withinnamed Unit Holder the sum Rs.40.31.775/- (Rupees Forty Lakh Thirty One Thousand Seven Hundred Seventy Five and Paise Zero Only) by following cheques:

Cheque No.	<u>Date</u>	<u>Amount</u>	<u>Drawn On</u>
071711	03.03.2024	1000000/-	ICICI BANK
IMPS	27.03.2024	100/-	ONLINE PAYMENT
IMPS	27.03.2024	100/-	ONLINE PAYMENT
TRANSFER	28.03.2024	687650/-	ONLINE PAYMENT
TRANSFER	28.03.2024	1000000/-	ONLINE PAYMENT
TRANSFER	07.04.2024	100/-	ONLINE PAYMENT
RTGS	08.04.2024	1343825/-	ONLINE PAYMENT

Total Rs.40.31,775/- (Rupees Forty Lakh Thirty One Thousand Seven Hundred Seventy Five and Paise Zero Only).

All cheques in favour of the Promoter being the amount of part payment payable by them to us.

WITNESSES:

WE SAY RECEIVED

Sodesh kuman Jahri Richaz.

No. TCP (P-2) /ODC/ CC /3 146/II/ 1693 /2019

Date: 2.2 NOV 2019

COMMENCEMENT CERTIFICATE

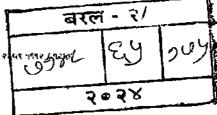
Permission is hereby granted, under section 45 of the Maharashtra Regional & Town Planning Act, 1966 (Maharashtra Act No. XXXVII of 1966) to the applicant M/s. Satguru Corporate Services Pvt. Ltd., for the proposed development only up to plinth level of Residential building on plot bearing CTS No. 158, 159, 160, 161(pt), 162(pt) &165(pt) of village Goregaon. Oshiwara District Centre, Jogeshwari (west), Mumbai with proposed built up area of 15767.83 sq.m as against the total permissible built up area of 16209.68 sq.m as depicted on the drawing nos.01 to 10. The Commencement Certificate up to plinth is granted on the following conditions:

<u>Vîz:</u>

- 1 This permission / Commencement Certificate shall not entitle the applicant to build on the land which is not in his ownership in any way.
- 2. This certificate is liable to be revoked by the Metropolitan Commissioner, MMRDA if-
 - The development works in respect of which permission is granted under this
 certificate is not carried out or the user thereof is not in accordance with the
 sanctioned plans.
 - Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Metropolitan Commissioner is contravened or is not compiled with.
 - through fraud or misinterpretation and in such an event, the applicant and event person deriving title through or under him shall be deemed to have sarried out the developmental work in contravention of section 43 and 45 of the Maharashna Regional & Town Planning Act, 1966.
- 3. This Commencement Certificates is valid for a period of one year from the exclusion will have to be renewed the reafter.
- 4 This Commencement Certificate is renewable every year but such externed period shall in no case exceed three years, after which it shall lapse provided further that shall not bar any subsequent application for fresh permission under section 44 of Maharashtra Regional & Town Planning Act, 1966.
- Conditions of this certificate shall be binding not only on applicant but his/her heirs, successors, executors, administrators and assignees & every person deriving title through or under him.
- The provisions in the proposal which are not confirming to applicable Development Control Regulation and other acts are deemed to be not approved.

मुंबई महानगर प्रदेश विकास प्राधिकरण

चाँद्रे-कुर्ला संकुल, बांद्रे (पूर्व), मुंबई ४०००५१ तु +१९ २२ २६५९ १२३४ ईपीएबीएक्स +१९ २२ २६५९ ०००१ / ४००० फॅ +९९ २२ २ https://mmrda.mahoroshtra.gov.in

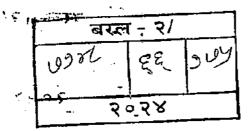


- 7 The proposal shall be got certified to be earthquake resistant from the licensed structural engineer and certificate shall be submitted to MMRDA before Occupancy Certificate.
- 8. Any development carried out in contravention of or in advance of the Commencement Certificate is liable to be treated as unauthorized and may be proceeded against under sections 53 or, as the case may be, section 54 of the M.R.&T.P. Act. 1966. The applicant and/or his agents in such cases may be proceeded against under section 52 of the said Act. To carry out an unauthorized development is treated as a cognizable offence and is punishable with imprisonment apart from fine.
- The applicant shall obtain permissions under the provisions of other applicable statutes, wherever necessary, prior to Commencement of the construction.
- 10. The applicant shall obtain an advance connection (not commissioned) for utilities and services before applying for grant of permission above plinth level as mentioned in the MCGM's letter no. ChEng/817/SR/Roads, dt 30/03/2007;
- 11. The applicant shall be sofely responsible for compliance of all the conditions mentioned in all the NOCs/ Clearances.
- 12. The applicant shall submit notice for 'start of work' before commencement of construction in accordance to regulation 6(2) of MCGM DCR;
- 13. The applicant shall ensure that the detection systems are strictly adhering to the IS codes as mentioned in Maharashtra Fire Service Offices circular No. MFS/10/2012/1099 dated 19/7/2012
- The applicant shall install the Rain Water Harvesting System as per UDD's Notification.
 No. TPB/432001/2133/CR-230/01/UD-11; Dt. 10/03/2005;
- 15. The applicant shall comply with MCGM's Circular no. CHE/27921/DP/ Gen; dated 06/01/2014 [in respect of preservation of documents mentioned at sr. no. (a) to (k) therein] & applicant shall submit Undertaking & Indemnity Bond mentioned therein before applying for Occupation Certificate.
- 16. The applicant shall pay the 'Building and Other Construction Labor Welfare Cess tax' to ibn cosuper applying and submit a copy of receipt to MMRDA before applying for

clearances felating to Vigaler Supply, Sewerage, SWD, CFO etc. from MCGM and submit the same felding to Vigaler Supply, Sewerage, SWD, CFO etc. from MCGM and submit the same felding to Vigaler applying for Occupancy Certificate for the buildings on the Vanchuffer resistence.

18. As the evelopment permission for the new construction is obtained, the owner/developer shall install a 'Display Board' on a conspicuous place on site indicating following details:

Name and address of the owner/developer, architect and contractor;



- II. Survey No./ City Survey No./ Ward No. of the land under reference, with description of its boundaries;
- III. Order No. and date of grant of development permission issued by MMRDA;
- iV. F.S.I permitted;
- V. Address where the copies of detailed approved plans shall be available for inspection;
- 19. A notice in the form of advertisement giving all the details mentioned in 18 above shall also be published in two widely circulated newspapers one of which should be in Marathi language.
- 20. The Construction beyond plinth level should not be commenced without obtaining further Commencement Certificate from MMRDA.
- 21. The applicant shall submit the invert level remarks from E.E. SWD, MCGM before submitting proposal for further Commencement Certificate.
- 22. The applicant shall submit the NOC from Tree Authority. MCGM before submitting proposal for further Commencement Certificate.
- 23. If the size / area of the plot under reference changes after subdivision, then applicant will have to obtain amended CC µp to plinth from MMRDA, by providing the required Recreation Ground and marginal open spaces as per the final plot area / dimensions of the subdivision order and shall also pay the deficiency premium (if any)
- 24. The applicant shall ensure the vacation of the tenant/occupant from the land under reference as informed by the applicant in their letter dated 23/8/2018 at his cost and shall also be responsible for settling any disputes and claims w.r.t the same REGIC.

25. The applicant shall obtain and submit separate P.R.C for the

submitting building plans for any further approval.

26. The applicant shall construct all the required services such as Rain water Underground water Tank, Sewage Treatment Plant etc., before applying for any of the constructed premises on the plot under reference.

27. The Occupation Certificate for the proposed building/s within the left / layout under reference will not be issued by MMRDA till the Occupation Certificate for Including (IH) tenements under the said scheme is issued and handed over to the Concerned Authority.

Town & Country Planging Division

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Copy with set of approved drawings bearing nos. 01 to 10 to:

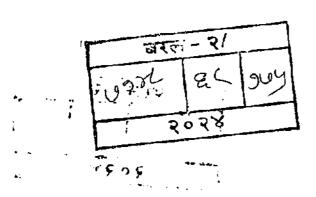
- Mís. Satguru Corporate Services Pvt. Ltd.
 5th floor, Sunteck Centre, 37-40 Subhash Road, Vile Parle (e), Mumbai – 57
- M/s. Spaceage Consultans Shop no. 15, B-106, Natraj building, shiv shrishtri complex, M.G. link road, Mulund (W), Mumbai – 400 080.

Copy (for information and record w.r.t MMRDA's D.O. Letter dt. 30/01/2009), with set of approved drawings bearing nos. \$\rightarrow\$1 to 10 to:

The Executive Engineer,
Bldg. Proposals Suburbs, 6th floor,
MCGM Office, Hindu hriday samrat balasaheb thakre market,
Poonam Nagar, Jogeshwari (e)
Mumbai – 400 093.

P.S.: The Commencement Certificate up to plinth is issued subject to the conditions mentioned in the forwarding letter No, TCP (P-2)/ODC/CC/3.146/II/ [693-72019, Date 22-NOV-2019]







No. TCP (P-2) /ODC/CC/3.146/III/ 영구2-/2020

Date: 2.1 Ser 2020.

AMENDED COMMENCEMENT CERTIFICATE

Permission is hereby granted, under section 45 of the Maharashtra Regional & Town Planning Act, 1966 (Maharashtra Act No. XXXVII of 1966) to the applicant M/s. Satguru Corporate Services Pvt. Ltd., for the proposed development only up to plinth level of Residential building on plot bearing Old CTS No. 158, 159, 160, 161(pt), 162(pt) &165(pt) corresponding to New CTS No. 165A/5 of village Goregaon, Oshiwara District Centre, Jogeshwari (west), Mumbai with proposed built up area of 14728.03 sq.m as against the permissible built up area of 14799.22 sq.m as depicted on the drawing nos. 01 to 08. This Commencement Certificate supersedes the earlier Commencement Certificate up to plinth level dated 22/11/2019. The Amended Commencement Certificate up to plinth is granted on the following conditions:

Viz:

- This permission / Commencement Certificate shall not entitle the applicant to build on the land which is not in his ownership in any way.
- 2. This certificate is liable to be revoked by the Metropolitan Commissioner, MMRDA if-
 - I. The development works in respect of which permission is granted under this certificate is not carried out or the user thereof is not in accordance with the sanctioned plans.
 - II. Any of the conditions subject to which the same is granted or any of imposed by the Metropolitan Commissioner is contravened or so not
 - III. The Metropolitan Commissioner, MMRDA is satisfied that the same through fraud or misinterpretation and in such an event, the lapplical person deriving title through or under him shall be deemed that the developmental work in contravention of section 43 and 45 Regional & Town Planning Act, 1966.
- This Commencement Certificate is valid for a period of one year from the date hereof and will have to be renewed thereafter.
- 4. This Commencement Certificate is renewable every year but such extended period shall in no case exceed three years, after which it shall lapse provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of Maharashtra Regional & Town Planning Act, 1966.

मुंबई महानगर प्रदेश विकास प्राधिकरण

बांदे-सुन्ना संयुक्ता, चांद्रे (पूर्य), मुखर्ड ४०००५५ दू +६५ २२ २६५१ १२३४ ईमीएबीएक्स +६५ २२ २६५१ ०००५ / ४००० फें +६५ २२ २ https://mmrda.mohuroshtru.govin

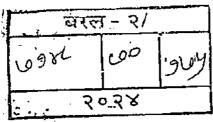
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- Conditions of this certificate shall be binding not only on applicant but his/her heirs, successors, executors, administrators and assignees & every person deriving title through or under him.
- The provisions in the proposal which are not confirming to applicable Development Control Regulation and other acts are deemed to be not approved.
- The proposal shall be got certified to be earthquake resistant from the licensed structural engineer and certificate shall be submitted to MMRDA before Occupancy Certificate.
- 8. Any development carried out in contravention of or in advance of the Commencement Certificate is flable to be treated as unauthorized and may be proceeded against under sections 53 or, as the case may be, section 54 of the M.R.&T.P. Act, 1966. The applicant and/or his agents in such cases may be proceeded against under section 52 of the said Act. To carry out an unauthorized development is treated as a cognizable offence and is punishable with imprisonment apart from fine.
- The applicant shall obtain permissions under the provisions of other applicable statutes, wherever necessary, prior to Commencement of the construction.
- 10. The applicant shall obtain an advance connection (not commissioned) for utilities and services before applying for grant of permission above plinth level as mentioned in the MCGM's letter no. ChEng/817/SR/Roads, dt 30/03/2007;
- 11. The applicant shall be solely responsible for compliance of all the conditions mentioned in all the NOCs/ Clearances.
- 12. The applicant shall submit notice for 'start of work' before commencement of construction in accordance to regulation 6(2) of MCGM DCR;
- 13. The spolicant shall ensure that the detection systems are strictly adhering to the IS codes as mentioned in Maharashtra Fire Service Offices circular No. MFS/10/2012/1099

The applicant shall install the Rain Water Harvesting System as per UDD's Notification

The applicant shall submit Undertaking & Indemnity Bond mentioned therein before applying for Occupation Certificate.

- 16. The applicant shall obtain all the necessary final NOCs/Completion Certificates/ clearances relating to Water Supply, Sewerage, SWD, CFO etc. from MCGM and submit the same to MMRDA before applying for Occupancy Certificate for the buildings on the land under reference.
- 17. A notice in the form of advertisement giving all the project details shall also be published in two widely circulated newspapers one of which should be in Marathi language.



- 18. The applicant shall ensure the vacation of the tenant/occupant from the land under reference as informed by the applicant in their letter dated 23/8/2018 at his cost and shall also be responsible for settling any disputes and claims w.r.t the same.
- 19. The Construction beyond plinth level should not be commenced without obtaining further Commencement Certificate from MMRDA.
- 20. The Commencement Certificate is Issued subject to the outcome of the final Order by the Hon, Revenue Minister in respect of Tenancy Right Claim on CTS No. 165A/1, Village Goregaon and in the event of an / any adverse order the Commencement Certificate issued shall stand cancelled.
- 21. The applicant shall submit the NOC from Tree Authority, MCGM before submitting proposal for further Commencement Certificate.
- 22. The applicant shall construct all the required services such as Rain water harvesting tank, Underground water Tank, Sewage Treatment Plant etc., before applying for OC/Part OC for any of the constructed premises on the plot under reference.
- 23. The Occupation Certificate for the proposed building/s within the plot 1/2 reference will not be issued by MMRDA till the Occupation Certificate for Jack Housing (IH) tenements under the said scheme is issued and handeline Concerned Authority...
- 24. The applicant shall ensure that the Standard Operating Procedures (SORS) and mandatory requirements as per MCGM's circulars and State Gov Resolutions / Guidelines issued from time to time with respect to containment of COVID -19 under Epidemic Diseases Act, 1897 are followed a

Architect Town Planning Division

Copy with set of approved drawings bearing nos. 01 to 08 to:

1) M/s. Satguru Corporate Services Pvt. Ltd. 5th floor, Sunteck Centre, 37-40 Subhash Road, Vile Parle (e), Mumbai – 57

2) M/s. Spaceage Consultans Shop no. 15, B-106, Natraj building, shiv shrishtri complex, M.G. link road, Mulund (W), Mumbal - 400 080.

Copy (for information and record w.r.t MMRDA's D.O. Letter dt. 30/01/2009), with set of approved drawings bearing nos. 01 to 08 to:

The Executive Engineer,

Bldg. Proposals Suburbs, 6th floor,

MCGM Office, Hindu hriday samrat balasaheb thakre market

Poonam Nagar, Jogeshwari (e), Mumbai - 400 093

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AMENDED COMMENCEMENT CERTIFICATE

Permission is hereby granted, under section 45 of the Maharashtra Regional & Town Planning Act, 1966 (Maharashtra Act No. XXXVII of 1966) to the applicant M/s. Satguru Corporate Services Pvt. Ltd., for the proposed development up to plinth level of Residential building on plot bearing Old CTS No. 158, 159, 160, 161(pt), 162(pt) &165(pt) corresponding to New CTS No. 165A/5 of village Goregaon, Oshiwara District Centre. Jogeshwari (west), Mumbai With proposed built up area of 14589.64 sq.m-as against the permissible built up area of 14799.22 sq.m as depicted on the drawing nos.01 to 09 This Commencement Certificate supersedes the earlier Commencement Certificate up to plinth level dated 21/09/2020. The Amended Commencement Certificate up to plinth is granted on the following conditions:

Viz:

- 1. This permission / Commencement Certificate shall not entitle the applicant to build on the land which is not in his ownership in any way.
- 2. This certificate is liable to be revoked by the Metropolitan Commissioner, MMRDA if-
 - The development works in respect of which permission is granted under this
 certificate is not carried out or the user thereof is not in accordance with the
 sanctioned plans.
 - II. Any of the conditions subject to which the same is granted or any of the imposed by the Metropolitan Commissioner is contravened or is not conjugate.
 - III. The Metropolitan Commissioner, MMRDA is satisfied that the same is obtained through fraud or misinterpretation and in such an event, the applicant and person deriving title through or under him shall be deemed to have carried developmental work in contravention of section 43 and 45 of the Mahai Regional & Town Planning Act, 1966.
- 3. This Commencement Certificate is valid for a period of one year from the date hereof and will have to be renewed thereafter.
- 4. This Commencement Certificate is renewable every year but such extended period shall in no case exceed three years, after which it shall tapse provided further that such tapse shall not bar any subsequent application for fresh permission under section 44 of Maharashtra Regional & Town Planning Act, 1966.

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Mumbai Metropolitan Region Development Authority Bardra-Kurla Complex, Bandra East, Mumbai ka 6667 T +91 22 2659 1234 EPABX +91 22 2659 0001 / 4000 F +91 22 2659 1112	Q<	909
https://mmrda.maharashtra.gov/in	^२ २४	

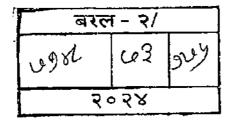
- 5 Conditions of this certificate shall be binding not only on applicant but his/her heirs, successors, executors, administrators and assignees & every person deriving title through or under him.
- The provisions in the proposal which are not confirming to applicable Development Control Regulation and other acts are deemed to be not approved.
- The proposal shall be got certified to be earthquake resistant from the licensed structural engineer and certificate shall be submitted to MMRDA before Occupancy Certificate
- 8. Any development carried out in contravention of or in advance of the Commencement Certificate is liable to be treated as unauthorized and may be proceeded against under sections 53 or, as the case may be, section 54 of the M.R.&T.P. Act, 1966. The applicant and/or his agents in such cases may be proceeded against under section 52 of the said Act. To carry out an unauthorized development is treated as a cognizable offence and is punishable with imprisonment apart from fine.
- 9. The applicant shall obtain permissions under the provisions of other applicable statutes, wherever necessary, prior to Commencement of the construction.
- 10. The applicant shall obtain an advance connection (not commissioned) for utilities and services before applying for grant of permission above plinth level as mentioned in the MCGM's letter no. ChEng/817/SR/Roads, dt 30/03/2007;
- 11. The applicant shall be solely responsible for compliance of all the conditions mentioned in all the NOCs/ Clearances.
- 12. The applicant shall submit notice for 'start of work' before commencement of sonstruction in accordance to regulation 6(2) of MCGM DCR:
- 13. The applicant shall ensure that the detection systems are strictly adhering to the IS codes as mentioned in Maharashtra Fire Service Offices circular No. MFS/10/2012/1099 dated 19/7/2012
- 14. The explicant shall install the Rein-Water Harvesting System as per UDD's Notification—

 Not 1-Br 3200 W2 193/CR-230/01/UD-11; Dt. 10/03/2005;

Pier applicant space comply with MCGM's Circular no. CHE/27921/DP/ Gen; dated (15/01/2005) [In respect of preservation of documents mentioned at sr. no. (a) to (k) therein opplicant stall submit Undertaking & Indemnity Bond mentioned therein before they wing for Occupation Certificate.

cle applicant state obtain all the necessary final NOCs/Completion Certificates/ cle applicant state obtain all the necessary final NOCs/Completion Certificates/ cle applicant state obtain all the necessary final NOCs/Completion Certificates/ the same to MMRDA-before applying for-Occupancy Certificate for the buildings on the land under reference.

17. The Construction beyond plinth level should not be commenced without obtaining further Commencement Certificate from MMRDA.



- 18 The applicant shall ensure the vacation of the tenant/occupant from the land under reference as informed by the applicant in their letter dated 23/8/2018 at his cost and shall also be responsible for settling any disputes and claims w.r.t the same.
- 19. The Commencement Certificate is issued subject to the outcome of the final Order by the Hon. Revenue Minister in respect of Tenancy Right Claim on CTS No. 165A/1, Village Goregaon and in the event of an / any adverse order the Commencement Certificate issued shall stand cancelled.
- 20. The Occupation Certificate for the proposed building/s within the plot / layout under reference will not be issued by MMRDA till the Occupation Certificate for Inclusive Housing (IH) tenements under the said scheme is issued and handed over to the Concerned Authority.
- 21. The applicant shall ensure that the Standard Operating Procedures (SOPs) and all other mandatory requirements as per MCGM's circulars and State Government Orders / Resolutions / Guidelines issued from time to time with respect to prevention and containment of COVID -19 under Epidemic Diseases Act, 1897 are followed at site.

22. The applicant shall count the excess parking area in built up area, if the applicant is unable to consume full potential FSI for the proposal u/r for any/reasons.

23. The applicant shall count the excess fitness centre area in built up area, if is unable to consume full potential FSI for the proposal u/r for any reasons/

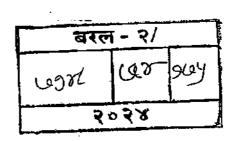
Copy with set of approved drawings bearing nos. 01/09 to 09/09 to:

M/s. Satguru Corporate Services Pvt. Ltd.
 5th floor, Sunteck Centre. 37-40 Subhash Road,
 Vile Parle (e), Mumbai -- 57

2)Ws. Spaceage Consultans Shop no. 15, B-106, Natraj building, shiv shrishtri complex, M.G. link road, Mulund (W), Mumbai - 400 080.

Copy (for information and record w.r.t MMRDA's 0.0. Letter dt. 30/01/2009), with set of approved drawings bearing nos. 01 to08to:

The Executive Engineer,
Bldg. Preposals Suburbs, 6th floor, MCGM Office,
Hindu hriday samrat balasaheb Ihakre market,
Poonam Nagar, Jogeshwari (e), Mumbai – 400 093





No. TCP (P-2) /ODC/, GC /3.148/ V / 585 /2021

3 1 MAR 2021 Date:

COMMENCEMENT CERTIFICATE ABOVE PLINTH

Permission is hereby granted, under section 45 of the Maharashira Regional & Town Planning Act, 1966 (Maharashtra Act No. XXXVII of 1966) to M/s. Satguru Corporate Services Pvt. Ltd. for the proposed Residential development above plinth level comprising of 3 level basements + Ground Floor + 1^{41} & 2^{7d} podlum floor + 3^{rd} to 12^{th} upper floors of Wing A only on plot bearing old CTS No 158, 159, 160, 161(pt), 162(pt) & 165(pt) corresponding to New CTS No. 165A/5 of village Goregaon, Oshlware District Centre, Mumbai. The approval is hereby granted for the proposed built up area of 9645.17 sq.m as against the total permissible built up area of 14799.22 sq.m as depicted on the drawing no.01/06 to 06/06. The Commencement Certificate above plinth up to 12th upper floors is granted on the following conditions:

Vīz:

- 1. This permission / Commencement Certificate shall not entitle the applicant to build on the land which is not in his ownership in any way.
- 2. This certificate is liable to be revoked by the Metropolitan Commissioner, MMRDA if-
 - I. The development works in respect of which permission is granted under this certificate is not carried out or the user thereof is not in accordance with the IE REGIS sanctioned plans.
 - II. Any of the conditions subject to which the same is granted or imposed by the Metropolitan Commissioner is contravened of some confi
 - III. The Metropolitan Commissioner, MMRDA is satisfied that the same is through fraud or misinterpretation and in such an event, we applica person deriving title through or under him shall be deemed to bave to developmental work in contravention of section 43 and 45.5 Regional & Town Planning Act, 1966.

3. This Commencement Certificates is valid for a period of one year from the date hereof and will have to be renewed thereafter.

4. This Commencement Certificate is renewable every year but such extended period shall in no case, exceed three years, after which it shall lapse provided further that such lapse shall not ber any subsequent application for fresh permission under section 44 of Maharashtra Regional & Town Planning Act, 1966.

Conditions of this certificate shall be binding not only on applicant but his/her heirs. successors, executors, administrators and assignees & every person deriving title through or under him.

Mumbai Metropolitan Region Development Authorit Bondra-Kurla Complex, Bandra 2051, P. 100 F + 91 22 2859 1112 T + 91 22 2858 1294 EPABX + 91 22 2859 0001 / 4000 F + 91 22 2859 1112 all time २०२४

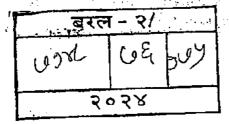
- 6. The provisions in the proposal which are not confirming to applicable Development Control Regulation and other acts are deemed to be not approved.
- 7. The proposal shall be got certified to be earthquake resistant from the licensed structural engineer and certificate shall be submitted to MMRDA before Occupancy Certificate.
- 8. Any development carried out in contravention of or in advance of the Commencement Certificate is liable to be treated as unauthorized and may be proceeded against under sections 53 or, as the case may be received a fine M.R.&T.P. Act, 1966. The applicant and/or his agents in such cases may be proceeded against under section 52 of the said Act. To carry out an unauthorized development is treated as a cognizable offence and is punishable with imprisonment apart from fine.
- The applicant shall obtain all the permissions required to be obtained and pay all the
 necessary dues/ charges /fees required to be paid under the provisions of all applicable
 statues to the concerned Authorities, wherever necessary, prior to Commencement of the
 construction.
- 10. The building should not be occupied without obtaining Occupancy Certificate from MMRDA:
- 11. The applicant shall be solely responsible for compliance of all the conditions mentioned in all the NOCs/ Clearances such as EIA clearance; CFO, etc.
- 12. The applicant shall develop RG areas and shall plant the required number of trees in the RG area as per MCGM DCPR-2034 and shall submit final NOC from the Tree Authority before applying for Occupancy Certificate.
- 3. The applicant shall ensure that the detection systems are strictly adhering to the IS codes as mentioned in Maharashlra Fire Service Offices circular No. MFS/10/2012/1099 dated 19/7/2012.

可能能力度 per Reg. No. 62 of AMCGN DEPR 2034.

Propagate shall comply with MCGM's Circular no. CHE/27921/DP/ Gen; dated [6/01/2014] in espect of preservation of documents mentioned at sr. no. (a) to (k) [7/12014] is espect of preservation of documents mentioned at sr. no. (a) to (k) [7/12014] is applicant shall submit Undertaking & Indemnity Bond mentioned therein before applying for accupation Certificate.

clearances relating to water supply, sewerage, SWD, Tree, CFO etc. from MCGM and submit the same to MMRDA before applying for Occupancy Certificate for the buildings on the land under reference.

17. The applicant shall ensure the vacation of the tenant/occupant from the land under reference as informed by the applicant in their letter dated 23/8/2018 at his cost and shall also be responsible for settling any disputes and claims w.r.t the same.



18. This CC is issued subject to the outcome of any appeal, suit, litigation etc. of any manner pending in any Tribunal/Court of law in respect of ownership of land under reference being in applicant's favor. This CC is liable to be revoked if the outcome is against the applicant.

- 19. The Applicant shall indemnify MMRDA against any actions, claims, damages, suits, costs and charges, losses or demands of any nature whatsoever on account of unfavorable outcome with respect to ownership of land under reference and shall not claim any compensation/relief of any nature from MMRDA for the same.
- 20. The Occupation Certificate for the proposed building/s within the plot / layout under reference will not be issued by MMRDA till the Occupation Certificate for Inclusive Housing (IH) tenements under the said scheme is issued and handed over to the Concerned Authority.
- 21. The applicant shall ensure that the Standard Operating Procedures (SOPs) and all other mandatory requirements as per MCGM's circulars and State Government Orders / Resolutions / Guidelines issued from time to time with respect to prevention and containment of COVID -19 under Epidemic Diseases Act. 1897 are followed at site.

22. The applicant shall count the excess parking area in built up area, if the unable to consume full potential FSI for the proposal under reference for any

23. The applicant shall count the excess fitness centre area in built up area in the unable to consume full potential FSI for the proposal under reference for any re-

Town Planning Divi

Copy with set of approved drawings bearing nos. 01/06 to 06/06:

M/s. Satguru Corporate Services Pvt. Ltd.

5th floor, Sunteck Centre, 37-40 Subhash Road,

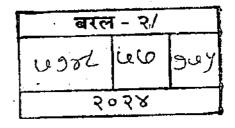
Vile Parle (e), Mumbai – 57

M/s. Spaceage Consultans
 Shop no. 15, B-106, Natraj building, shiv shrishtri complex, M.G. link road, Mulund (W), Mumbai -- 400 080.



Copy (for information and record w.r.t MMRDA's D.O. Letter dt. 30/01/2009), with set of approved drawings bearing nos. 01/06 to 06/06 to:

The Executive Engineer, MCGM
Bidg. Proposals Suburbs, 6th floor,
MCGM Office, Hindu Hriday Samrat Balasaheb Thakre Market,
Poonam Nagar, Jogeshwari (e)
Mumbai – 400 093





No.TCP (P-2) /ODC/ CC /3.146/VI / (2.148 /2021

Date: 1 8 AUG 2021

AMENDED COMMENCEMENT CERTIFICATE ABOVE PLINTH

Permission is hereby granted, under section 45 of the Maharashtra Regional & Town Planning Act, 1966 (Maharashtra Act No. XXXVII of 1966) to M/s. Satguru Corporate Services Pvt. Ltd. for the proposed development above plinth level of the residential building comprising of 3 level basements + Ground Floor + 1^{rt}& 2rd podium floor + 3rd to 19th upper floors of Wing A on the plot bearing old CTS No 158, 159, 160, 161(pt), 162(pt) & 165(pt) corresponding to New CTS No. 165A/5 of village Goregaon in Oshiwara District Centre, Mumbai. The approval is hereby granted for the proposed built up area of 19,859.56 sq.m as against the total permissible built up area of 19,947.89 sq.m as depicted on the drawing no. 01/06 to 06/06. The Commencement Certificate above plinth up to 19th upper floors of Wing A is granted on the following conditions:

Viz:

- This amended commencement certificate above plinth supersedes the earlier commencement certificate above plinth No.TCP(P-2)/ODC/CC/3.146/V/585/2021 dated 31-03-2021.
- 2. This permission / Commencement Certificate shall not entitle the applicant to build on the land which is not in his ownership in any way.
- 3. This certificate is liable to be revoked by the Metropolitan Commissioner, MMRDA if-

I. The development works in respect of which permission is certificate is not carried out or the user thereof is not in accordance sanctioned plans.

II. Any of the conditions subject to which the same is stanted on restrictions imposed by the Metropolitan Commissioner is contravene complied with.

III. The Metropolitan Commissioner, MMRDA is satisfied that the same is obtained through fraud or misinterpretation and in such an event, the applicant and every person deriving title through or under him shall be deemed to have carried out the developmental work in contravention of section 43 and 45 of the Maharashtra.

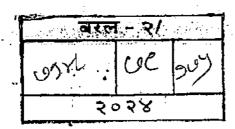
Regional & Town Planning Act, 1966.

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- 4. This Commencement Certificates is valid for a period of one year from the date hereof and will have to be renewed thereafter.
- 5. This Commencement Certificate is renewable every year but such extended period shall in no case exceed three years, after which it shall lapse provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of Maharashtra Regional & Town Planning Act, 1966.
- Conditions of this certificate shall be binding not only on applicant but his/her heirs, successors, executors, administrators and assignees & every person deriving title through or under him.
- 7. The provisions in the proposal which are not confirming to applicable Development Control and Promotion Regulations and other acts are deemed to be not approved.
- The proposal shall be got certified to be earthquake resistant from the licensed structural engineer and certificate shall be submitted to MMRDA before Occupancy Certificate.
- 9. Any development carried out in contravention of or in advance of the Commencement Certificate is liable to be treated as unauthorized and may be proceeded against under sections 53 or, as the case may be, section 54 of the M.R.&T.P. Act, 1966. The applicant and/or his agents in such cases may be proceeded against under section 52 of the said Act. To carry out an unauthorized development is treated as a cognizable offence and is punishable with imprisonment apart from fine.
- 10. The applicant shall obtain all the permissions required to be obtained and shall pay all the fees/dues/charges required to be paid under the provisions of other applicable statutes, subjective recessary, prior to Commencement of the construction.

The Building should not be occupied without obtaining Occupancy Certificate from

- 12. The applicant shall be solely responsible for compliance of all the conditions mentioned in all the blogs/ Clearances such as EIA clearance; CFO, etc.
 - RG area as per DCRs and shall submit final NOC from the Tree Authority before applying for Occupancy Certificate.
- 14. The applicant shall ensure that the detection systems are strictly adhering to the IS codes as mentioned in Maharashtra Fire Service Offices circular No. MFS/10/2012/1099 dated 19-7-2012.



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- 15. The applicant shall install the Rain Water Harvesting System as per Regulation no. 62 of the sanctioned MCGM DCPR = 2034...
- 16. The applicant shall comply with MCGM's Circular no. CHE/27921/DP/ Gen; dated 06-01-2014 [in respect of preservation of documents mentioned at sr. no. (a) to (k) therein] & applicant shall submit Undertaking & Indemnity Bond mentioned therein before applying for Occupation Certificate.
- 17. The applicant shall obtain all the necessary final NOCs/Completion Certificates/ clearances relating to water supply, sewerage, SWD, Tree, CFO etc. from MCGM and submit the same to MMRDA before applying for Occupancy Certificate for the buildings on the land under reference.
- 18. The applicant shall ensure the vacation of the tenant/occupant from the land under reference as informed by the applicant in their letter dated 23-08-2018 at his cost and shall also be responsible for settling any disputes and claims w.r.t the same.
- 19. The applicant shall submit fresh P. R. Card for plot ulr reflecting the final order dated 26-11-2020 of the Hon. Revenue Minister, GoM before submitting an application for grant of occupancy certificate to the development proposed on the land under reference.
- 20. The Occupation Certificate for the proposed building/s within the plot / layout under reference will not be issued by MMRDA till the Occupation Certificate for inclusive Housing (IH) tenements under the said scheme is issued and handed over to the Concerned Authority.
- 21. This CC is issued subject to the outcome of any appeal, suit and Rigation effect of any manner pending in any Tribunal/Court of law in respect of ownership and under reference being in applicant's favour. This CC is liable to be revoked if outcome is against the applicant.
- 22. The applicant shall indemnify MMRDA against any actions, claims, damages excitate costs and charges, losses and demands of any nature whatsoever on account of unfavourable outcomes with respect to ownership of land under reference and shall not claim any compensation/relief of any nature from MMRDA for the same.
- 23. The applicant shall ensure that the Standard Operating Procedures (SOPs) and all other mandatory requirements as per MCGM's circulars and State Government Orders / Resolutions / Guidelines issued from time to time, with respect to prevention and containment of COVID -19 under Epidemic Diseases Act, 1897 are followed at site.

बरल - २/ ७९४८ (७ ५७५) Scanned with CamScanner २०२४

- 24. The applicant shall count the excess parking area in built up area, if the applicant is unable to consume full. FSI for the proposal under reference for any reasons.
- 25. The applicant shall count the excess fitness centre area in built up area, if the applicant is unable to consume full FSI for the proposal under reference for any reasons.
- 26. The applicant shall pay entire stamp duty of the prospective buyers for the residential units comprised in the built up area for which this commencement certificate is issued by granting 50% rebate in the payment of fungible compensatory area premium in accordance with the Govt. order dated 14-01-2021 and undertaking dated 18-08-2021 submitted by the applicant. [Samit Dia]

Planner, Town Planning Division

Copy with set of approved drawings bearing nos. 01/06 to 06/06:

1) M/s. Satguru Corporate Services
Pvt. Ltd.
Sth floor, Sunteck Centre.

5th floor, Sunteck Centre, 37-40 Subhash Road, Vile Parle (E), Mumbai – 400 057. 2) M/s. Spaceage Consultans
Shop no. 15, B-106, Natraj building,
Shiv shrishtri complex, M.G. link
road, Mulund (VV),
Mumbai - 400 080.

of 508 FEG. Paration and record w.r.t MMRDA's D.O. Letter dt. 30/01/2009), at 1.586 of approved drawings bearing nos. 01/06 to 06/06 to:

The Kecutive Engineer, MCGM

Blog Proposals Sähurbs, 6th floor,

MCSSC Office, Hindu HridaySamratBalasahebThakre Market,

Propan Nagarah geshwari (e)

Vumbai 400333

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No.TCP (P-2) /ODC/ CC /3.146/VII/ 14/3/0/2021

COMMENCEMENT CERTIFICATE ABOVE PLINTH 7 6 SEP 2021

Permission is hereby granted, under section 45 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act No. XXXVII of 1966) to M/s. Satguru Corporate Services Pvt. Ltd. for the proposed development above plinth level of (residential) wing-B comprising of 3 level basements + Ground Floor + 1st and 2nd podium floor + 3rd to 6th upper floors on the plot bearing old CTS No 158, 159, 160, 161(pt), 162(pt) and 165(pt) corresponding to new CTS No. 165A/5 of village Goregaon in Oshiwara District Centre. Mumbai. The approval is hereby granted for total proposed built up area of 19,859.57 sq.m (Wing A + Wing B) as against the total permissible built up area of 19,978.95 sq.m as depicted on the drawing no. 01/06 to 06/06. The Commencement Certificate above plinth up to 6th upper floors of Wing B (for BUA of 4,334.81 sq.m) is granted on the following conditions:

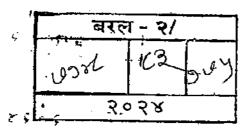
Yiz:

- 1. This permission / Commencement Certificate shall not entitle the applicant to build on the land which is not in his ownership in any way.
- 2. This certificate is liable to be revoked by the Metropolitan Commissioner, MMRDA if-
 - The development works in respect of which permission is granted under this
 certificate is not carried out or the user thereof is not in accordance with the
 sanctioned plans.
 - II. Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Metropolitan Commissioner is contravened or is not complied with.
 - III. The Metropolitan Commissioner, MMRDA is satisfied that the same is obtained through fraud or misinterpretation and in such an event, the applicant and every person deriving title through or under him shall be deemed to have carried out the developmental work in contravention of section 43 and 45 of the Maharashtra Regional & Town Planning Act, 1966.
- This Commencement Certificates is valid for a period of one year frog and will have to be renewed thereafter.
- 4. This Commencement Certificate is renewable every year but such expended periods shalls in no case exceed three years, after which it shall lapse provided further that state lapse shall not bar any subsequent application for fresh permission under section 144 of Maharashtra Regional & Town Planning Act, 1966.
- Conditions of this certificate shall be binding not only on applicant but his/her-heirs, successors, executors, administrators and assignees & every person deliving title through or under him.
- The provisions in the proposal which are not confirming to applicable Development Control and Promotion Regulations and other acts are deemed to be not approved.
- The proposal shall be got certified to be earthquake resistant from the licensed structural engineer and certificate shall be submitted to MMRDA before Occupancy Certificate.
- 8. Any development carried out in contravention of or in advance of the Commencement Cerdificate is liable to be treated as unauthorized and may be proceeded against under sections 53 or, as the case may be, section 54 of the M.R.&T.F. Act, 1966. The applicant and/or his agents in such cases may be proceeded against under section 52 of the said

मुंबई महानगर प्रदेश विकास प्राधिकरण विकास प्राधिकरण विकास प्राधिकरण विकास प्राधिकरण विकास प्राधिकरण विकास प्राधिकरण के ने प्रवेश विकास के ने प्रव

Act. To carry out an unauthorized development is treated as a cognizable offence and is punishable with imprisonment apart from fine.

- The applicant shall obtain all the permissions required to be obtained and shall pay all the fees/dues/charges required to be paid under the provisions of other applicable statutes, wherever necessary prior to Commencement of the construction.
- 10. The building should not be occupied without obtaining Occupancy Certificate from MMRDA;
- 11. The applicant shall be solely responsible for compliance of all the conditions mentioned in all the NOCs/ Clearances such as EIA clearance: CFO, etc.
- 12. The applicant shall develop RG areas and shall plant the required number of trees in the RG area as per DCRs and shall submit final NOC from the Tree Authority before applying for Occupancy Certificate.
- 13. The applicant shall ensure that the detection systems are strictly adhering to the IS codes as mentioned in Maharashtra Fire Service Offices circular No. MFS/10/2012/1099 dated 19-7-2012.
- 14. The applicant shall install the Rain Water Harvesting System as per Regulation no. 62 of the sanctioned MCGM DCPR 2034.
- 15. The applicant shall comply with MCGM's Circular no. CHE/27921/DP/ Gen; dated 06-01-2014 [in respect of preservation of documents mentioned at sr. no. (a) to (k) therein] & applicant shall submit Undertaking & Indemnity Bond mentioned therein before applying for Occupation Certificate.
- 16. The applicant shall obtain all the necessary final NOCs/Completion Certificates/ clearances relating to water supply, sewerage, SWD, Tree, CFO etc. from MCGM and submit the same to MMRDA before applying for Occupancy Certificate for the buildings on the land under reference.
- 17. The applicant shall ensure the vacation of the tenant/occupant from the land under reference as informed by the applicant in their letter dated 23-08-2018 at his cost and shall also be responsible for settling any disputes and claims w.r.t the same.
- 18. This Commencement Certificate is issued subject to outcome of the final order by Honbles Lenue Minister in respect of Tenancy Right claim on CTS No. 165/A/1, Village Coregion and in the event of any adverse order, the Commencement Certificate shall
- (Stand carriedles)
 19. The Maccupation Certificate for the proposed buildings within the plot / layout under relations will hap be issued by MMRDA till the Occupation Certificate for inclusive Housing (II-I) kenements under the said scheme is issued and handed over to the Concerne Multiprity.
- 20. The applicants all ensure that the Standard Operating Procedures (SOPs) and all other supplies and all other supplies and state Government Orders / BBANDERS / Guidelines issued from time to time with respect to prevention and containment of COVID -19 under Epidemic Diseases Act, 1897 are followed at site.
- 21: The applicant shall count excess parking area in built up area, if s/he fails to consume entire FSI for the proposal under reference for any reasons.
- 22. The applicant shall count excess fitness centre area in built up area, if s/he fails to consume entire FSI for the proposal under reference for any reasons.
- 23. This CC is issued subject to the outcome of any appeal, suit, and litigation etc of any manner pending in any Tribunal/Court of law in respect of ownership of land under reference being in applicant's favour. This CC is liable to be revoked if outcome is against the applicant.
- 24. The applicant shall indemnify MMRDA against any actions, claims, damages, suits, costs and charges, losses and demands of any nature whatsoever on account of unfavourable



outcomes with respect to ownership of land under reference and shall not claim any compensation/relief of any nature from MMRDA for the same.

Town Planning Division

Copy with set of approved drawings bearing nos. 01/06 to 06/06:

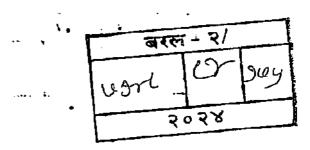
- M/s. Satguru Corporate Services
 Pvt. Ltd.
 5th floor, Sunteck Centre,
 37-40 Subhash Road, Vile Parie (E),
 Mumbal 400 057.
- M/s. Spaceage Consultans Shop no. 15, B-106, Natraj building, Shiv Shrishtri Complex, M.G. link road. Mulund (VV). Mumbal – 400 080.

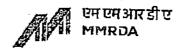
Copy (for information and record w.r.t MMRDA's D.O. Letter dt. 30/01/2009), with set of approved drawings bearing nos. 01/06 to 06/06 to:

The Executive Engineer, MCGM Bldg. Proposals Suburbs, 6th floor, MCGM Office, Hindu Hriday Samrat Balasaheb Thakre Market, Poonam Nagar, Jogeshwari (E) Mumbai – 400 093.









No. TCP (P-2) /ODC/ CC /3.146/ VIII / 596 /2021

Date: 3 1 050 2021

COMMENCEMENT CERTIFICATE ABOVE PLINTH

Permission is hereby granted, under section 45 of the Maharashtra Regional & Town Planning Act, 1966 (Maharashtra Act No. XXXVII of 1966) to M/s. Satguru Corporate Services Pvt. Ltd. for the proposed development above plinth level of the residential building comprising of 3 level basements + Ground Floor + 1st& 2nd podium floor + 3rd to 33rd upper floors of Wing A and B on the plot bearing new C.T.S. No. 165A/5 of village Goregaon in Oshiwara District Centre, Mumbai. The approval is hereby granted for the proposed built up area of 50,335.90 sq.m as against the total permissible built up area of 55,124.96 sq.m as depicted on the drawing no. 01/09 to 09/09. The Commencement Certificate above plinth for 20th to 33rd floor of Wing A and 7th to 33rd floor of Wing B is granted on the following conditions:

Viz:

- 1. This permission / Commencement Certificate shall not entitle the applicant to build on the land which is not in his ownership in any way.
- 2. This certificate is liable to be revoked by the Metropolitan Commissioner, MMRDA if-
 - The development works in respect of which permission is granted under this
 certificate is not carried out or the user thereof is not in accordance with the
 sanctioned plans.
 - II. Any of the conditions subject to which the same is grange restrictions imposed by the Metropolitan Commissioner (continuous compiled with.
 - III. The Metropolitan Commissioner, MMRDA is satisfied that the same is obtained through fraud or misinterpretation and in such an event, the applicant and every person deriving title through or under him shall be deemed to have earlied out the developmental work in contravention of section 43 and 45 of the Maharashtra Regional & Town Planning Act, 1966.
- 3. This Commencement Certificates is valid for a period of one year from the date hereof and will have to be renewed thereafter.
- 4. This Commencement Certificate is renewable every year but such extended period shall in no case exceed three years, after which it shall lapse provided further that

Mumbai Metropolitan Region Development Authority

Bandra-Kurla Complex, Bandra East, Mumbai 400 OSt.

T+91 22 2669 1234 EPABX +91 22 2659 0001 / 4000 F+91 22 2659 7112 / 1264

https://mmrda.maharashtra.gov.in

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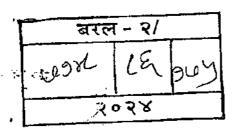
- such lapse shall not bar any subsequent application for fresh permission under section 44 of Maharashtra Regional & Town Planning Act, 1966.
- Conditions of this certificate shall be binding not only on applicant but his/her heirs, successors, executors, administrators and assignees & every person deriving title through or under him.
- The provisions in the proposal which are not confirming to applicable Development Control and Promotion Regulations and other acts are deemed to be not approved.
- The proposal shall be got certified to be earthquake resistant from the licensed structural engineer and certificate shall be submitted to MMRDA before Occupancy Certificate.
- 8. Any development carried out in contravention of or in advance of the Commencement Certificate is liable to be treated as unauthorized and may be proceeded against under sections 53 or, as the case may be, section 54 of the M.R.&T.P. Act, 1966. The applicant and/or his agents in such cases may be proceeded against under section 52 of the said Act. To carry out an unauthorized development is treated as a cognizable offence and is punishable with imprisonment apart from fine.
- 9. The applicant shall obtain all the permissions required to be obtained and shall pay all the fees/dues/charges required to be paid under the provisions of other applicable statutes, wherever necessary, prior to Commencement of the construction.
- 10. The building should not be occupied without obtaining Occupancy Certificate from

्त्रिक applicant shall be solely responsible for compliance of all the conditions

for he applicant shall develop RG areas and shall plant the required number of trees in the RG area as per DCRs and shall submit final NOC from the Tree Authority before applying procupancy Certificate.

The approach shall ensure that the detection systems are strictly adhering to the IS codes as mentioned in Maharashtra Fire Service Offices circular No. MFS/10/2012/1099 dated 19-7-2012.

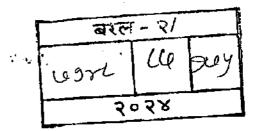
- 14. The applicant shall install the Rain Water Harvesting System as per Regulation no. 62 of the sanctioned MCGM DCPR-2034.
- 15. The applicant shall comply with MCGM's Circular no. CHE/27921/DP/ Gen; dated 06-01-2014 [in respect of preservation of documents mentioned at sr. no. (a) to (k)



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therein] & applicant shall submit Undertaking & Indemnity Bond mentioned therein before applying for Occupation Certificate.

- 16. The applicant shall obtain all the necessary final NCCs/Completion Certificates/ clearances relating to water supply, sewerage, SWD, Tree, CFO etc. from MCGM and submit the same to MMRDA before applying for Occupancy Certificate for the buildings on the land under reference.
- 17. The applicant shall ensure the vacation of the tenant/occupant from the land under reference as informed by the applicant in their letter dated 23-08-2018 at his cost and shall also be responsible for settling any disputes and claims w.r.t the same.
- 18. The applicant shall submit fresh P. R. Card for plot u/r reflecting the final order dated 26-11-2020 of the Hon. Revenue Minister, GoM before submitting an application for grant of Occupancy Certificate to the development proposed on the land under reference.
- 19. The Occupation Certificate for the proposed building/s within the plot / layout under reference will not be issued by MMRDA till the Occupation Certificate for Inclusive Housing (IH) tenements under the said scheme is Issued and handed over to the Concerned Authority.
- 20. This CC is issued subject to the outcome of any appeal, suit, and litigation etc of any manner pending in any Tribunal/Court of law in respect of ownership of land under reference being in applicant's favour. This CC is liable to be revoked if outcome is against the applicant.
- 21 The applicant shall indemnify MMRDA against any actions, claims, damages, suits costs and charges, losses and demands of any nature whatsoever on account of unfavourable outcomes with respect to ownership of land under reference and chall not claim any compensation/relief of any nature from MMRDA for the service of t
- 22. The applicant shall ensure that the Standard Operating Procedures (COP) and other mandatory requirements as per MCGM's circulars and State Golden or Orders / Resolutions / Guidelines issued from time to time with respect to great and containment of COVID -19 under Epidemic Diseases Act, 1897 are followed site.
- 23. The applicant shall count the excess parking area in built up area, if s/he is enable to consume full FSI for the proposal under reference for any reasons.
- 24. The applicant shall count the excess fitness centre area in built up area, if s/he is unable to consume full FSI for the proposal under reference for any reasons.



- 25. The applicant shall pay entire stamp duty of the prospective buyers for the residential units comprised in the built up area for which this commencement certificate is issued by granting 50% rebate in the payment of addl. built up area premium, premium for fungible compensatory area, premium for availing area under staircase, lift, lift lobby free of FSI and premium for condonation in marginal open space deficiency in accordance with the Govt. order 14-01-2021, MMRDA's Circular dated 21-12-2021 and undertaking dated 03-12-2021 submitted by the applicant.
- 26. The construction and demolition wastes shall be handled and transported to the designated unloading site and the applicant shall comply with all the conditions mentioned in SWM NOC.
- 27. The applicant shall be liable to pay all the dues, if any, as per any Law/Act/ Notification/ Circular etc. issued from time to time by any competent Authority, as and when such demand is raised.
- 28. The applicant shall ensure that all the NOC's, Approvals, Bank Guarantees etc. submitted for obtaining this permission are valid till the development is completed in all respects.

Planner, Town Planning Division

This of approved drawings bearing nos. 01/06 to 06/06:

Corporate Services

ມົ້າໃອck Centre. ន្ទរ៉ាក់ក្នុង Road, Vile Parle (E),

ฆ์Ø0 057.

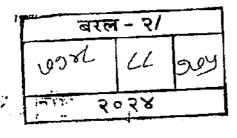
2) M/s. Spaceage Consultans

15, B-106, Natraj Shop no. building,

Shiv shrishtri complex, M.G. link road, Mulund (W), Mumbai - 400 080.

for information and record w.r.t MMRDA's D.O. Letter dt. 30/01/2009), with set of approved drawings bearing nos. 01/06 to 06/06 to:

The Executive Engineer, MCGM Bidg. Proposals Suburbs, 6th floor, MOGM Office, Hindu Hriday Samrat Balasaheb Thakre Market, Poonam Nagar, Jogeshwari (E) Mumbai - 400 093.





No. TCP (P-2) /ODC/CC /3.146/ IX / 86\ /2022

Date:

COMMENCEMENT CERTIFICATE ABOVE PLINTH

Permission is hereby granted, under section 45 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act No. XXXVII of 1966) to M/s. Satguru Corporate Services Pvt. Ltd. for the proposed development above plinth level of the residential development comprising of 3 level basements + Ground Floor + 1st and 2nd podium floor + 3rd to 39th upper floors of Wing A and 3 level basements + Ground Floor + 1st and 2nd podium floor + 3rd to 38th upper floors of Wing B on the plot bearing new C.T.S. No. 165A/5 of village Goregaon in Oshiwara District Centre, Mumbai. The approval is hereby granted for the proposed built up area of 46,893.47 sq.m as against the total permissible built up area of 55,124.96 sq.m as depicted on the drawing no. 01/09 to 09/09. The Commencement Certificate above plinth is granted on the following conditions:

Viz:

- 1. This commencement certificate above plinth supersedes the earlier commencement certificate above plinth No. TCP(P-2)/ODC/CC/3.146/VIII/585/2021 dated 31-03-2021.
- This permission / Commencement Certificate shall not entitle the applicant to build on the land which is not in his ownership in any way.
- 3. This certificate is liable to be revoked by the Metropolitan Commissioner, MMRDA if
 - t. The development works in respect of which permission is granted under this certificate is not carried out or the user thereof is not in accordance with The sanctioned plans.
 - II. Any of the conditions subject to which the same is granted or any restrictions imposed by the Metropolitan Commissioner is contraveged or complied with.
 - III. The Metropolitan Commissioner, MMRDA is satisfied that the same is obtained through fraud or misinterpretation and in such an event, the applicant are person deriving title through or under him shall be deemed to have carried out the developmental work in contravention of section 43 and 45 of the Maharashtra Regional & Town Planning Act, 1966.
- This Commencement Cortificate is valid for a period of one year from the date hereof and will have to be renewed thereafter.

Mumbai Metropolitan Region Development: At	thority	बरल	i - 🏋/_	
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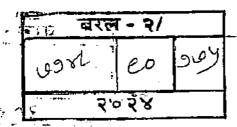
- This Commencement Certificate is renewable every year but such extended period shall in no case exceed three years, after which it shall lapse provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of Maharashtra Regional and Town Planning Act, 1966.
- Conditions of this certificate shall be binding not only on applicant but his/her heirs, successors, executors, administrators and assignees & every person deriving title through or under him.
- The provisions in the proposal which are not confirming to applicable Development Control and Promotion Regulations and other acts are deemed to be not approved.
- The proposal shall be got certified to be earthquake resistant from the licensed structural engineer and certificate shall be submitted to MMRDA before Occupancy Certificate.
- 9. Any development carried out in contravention of or in advance of the Commencement Certificate is liable to be treated as unauthorized and may be proceeded against under sections 53 or, as the case may be, section 54 of the M.R.&T.P. Act. 1956. The applicant and/or his agents in such cases may be proceeded against under section 52 of the said Act. To carry out an unauthorized development is treated as a cognizable offence and is punishable with imprisonment

the applicant shall obtain all the permissions required to be obtained and shall pay all the permissions required to be paid under the provisions of other applicable talutes, wherever necessary, prior to Commencement of the construction.

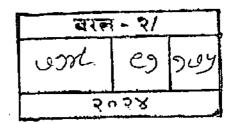
The building should not be occupied without obtaining Occupancy Certificate from

2 The approach shall be solely responsible for compliance of all the conditions and the NOCs/ Clearances such as EIA clearance; CFO, etc.

- 13. The applicant shall develop RG areas and shall plant the required number of trees in the RG area as per DCRs and shall submit final NOC from the Tree Authority before applying for Occupancy Certificate.
- 14 The applicant shall ensure that the detection systems are strictly adhering to the IS codes as mentioned in Maharashtra Fire Service Offices circular No. MFS/10/2012/1099 dated 19-7-2012.
- 15. The applicant shall install the Rain Water Harvesting System as per Regulation no. 62 of the sanctioned MCGM DCPR-2034,



- 16. The applicant shall comply with MCGM's Circular no. CHE/27921/DP/ Gen: dated 06-01-2014 [in respect of preservation of documents mentioned at sr. no. (a) to (k) therein] & applicant shall submit Undertaking & Indemnity Bond mentioned therein before applying for Occupation Certificate.
- 17. The applicant shall obtain all the necessary final NOCs/Completion Certificates/ clearances relating to water supply, sewerage, SWD, Tree, CFO etc. from BMC and submit the same to MMRDA before applying for Occupancy Certificate for the buildings on the land under reference.
- 18. The applicant shall ensure the vacation of the tenant/occupant from the land under reference as informed by the applicant in their letter dated 23-08-2018 at his cost and shall also be responsible for settling any disputes and claims w.r.t the same.
- 19 The Occupation Certificate for the proposed building/s within the plot / layout under reference will not be issued by MMRDA till the Occupation Certificate for Inclusive Housing (IH) tenements under the said scheme is issued and handed over to the Concerned Authority.
- 20. This CC is issued subject to the outcome of any appeal, suit, and litigation etc of any manner pending in any Tribunal/Court of law in respect of ownership of land under reference being in applicant's favour. This CC is liable to be revoked if outcome is against the applicant.
- 21. The applicant shall indemnify MMRDA against any actions, claims, damages, suits costs and charges, losses and demands of any nature whatsoever on account of unfavourable outcomes with respect to ownership of land under reference and abalinot claim any compensation/relief of any nature from MMRDA for the same suits.
- 22. The applicant shall pay entire stamp duty of the prospective buyers for the regidenty units comprised in the built up area for which this commencement deditional issued by granting 50% rebate in the payment of addit built up area premium premium for fungible compensatory area, premium for availing area under statical lift, lift lobby free of FSI and premium for condonation in marginal state space deficiency in accordance with the Govt. order 14-01-2021, MMRDA's Circular 21-12-2021 and undertaking dated 03-12-2021 submitted by the applicant.
- 23. The construction and demolition wastes shall be handled and transported to the designated unloading site and the applicant shall comply with all the conditions mentioned in SWM NOC.



- 24. The applicant shall be liable to pay all the dues, if any, as per any Law/Act/
 Notification/ Circular etc. issued from time to time by any competent Authority, as and
 when such demand is raised.
- 25. The applicant shall ensure that all the NOC's, Approvals, Bank Guarantees etc. submitted for obtaining this permission are valid till the development is completed in all respects.

Town Planning Division

Copy with set of approved drawings bearing nos. 01/09 to 09/09:

M/s. Satguru Corporate Services
 Pvt. Ltd.
 Sth floor, Sunteck Centre,
 37-40 Subhash Road, Vile Parle (E),
 Mumbai – 400 057.

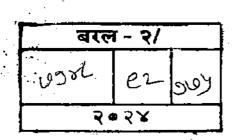
2) M/s. Spaceage Consultans
Shop no. 15, B-106, Natraj
building, Shiv shrishtri complex.
M.G. link road, Mulund (W),
Mumbai – 400 080.

Copy (for information and record w.r.t MMRDA's D.O. Letter dt. 30/01/2009), with set of approved drawings bearing nos. 01/09 to 09/09 to:

The Executive Engineer, MCGM Bldg. Proposals Suburbs, 6th floor,

MCGM Office, Hindu Hriday Samrat Balasaheb Thakre Market,

REΦ®oraso Nagar, Jogeshwari (E)





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: P51800023072

Project: 4TH AVENUE Sunteck City, ODC, Goregaon West., Plot Bearing / CTS / Survey / Final Plot No.:158, 159, 160, 161 part, 162 part and 165 part at Borivall, Borivall, Mumbal Suburban, 400104;

- 1. Satguru Corporate Services Pvt. Ltd. having its registered office / principal place of business at *Tehsil: Andheri, District: Mumbal Suburban, Pin: 400057.*
- 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 (0) 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 22/11/2019 and ending with 30/12/2025 unless
 rene. red 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;

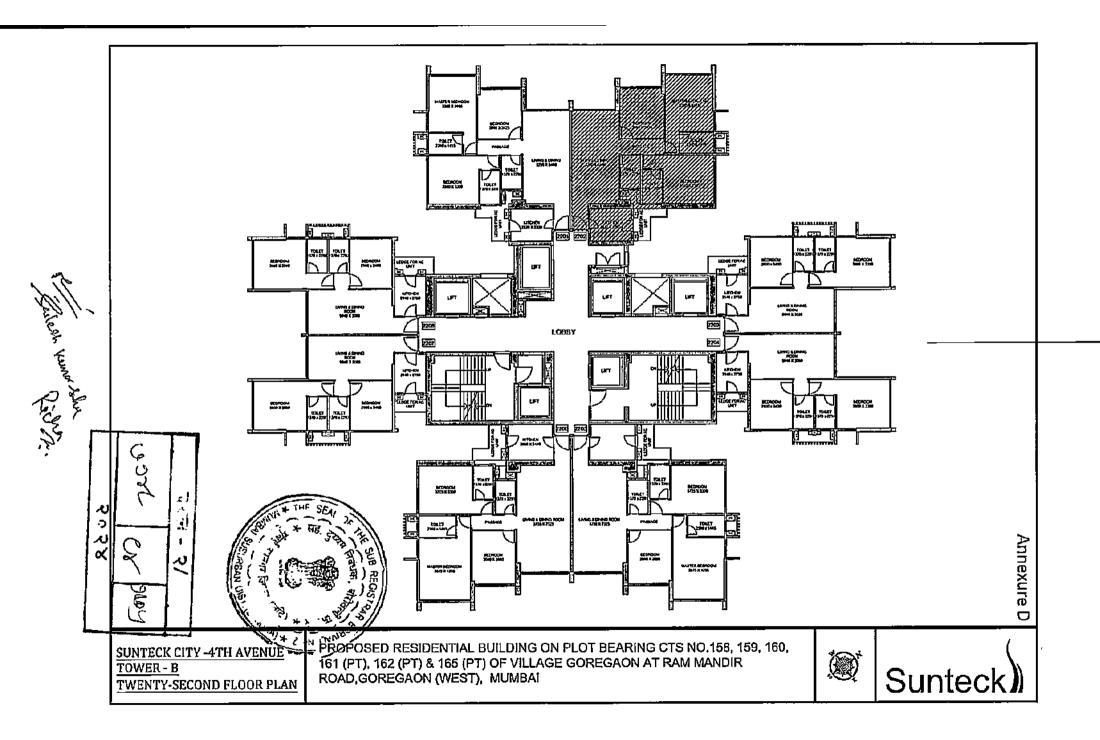
That the promoter shall take all the pending approvals from the competent authorities

3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take negative adding against the promoter including revoking the registration granted herein, as per the Act and the registration granted herein as per the Act and the registration granted herein.

Digitally Stoffed by Dr. Vasan Frentand P. (Secretary, Mananisms)

Daled: 08/09/2021 Place: Mumbal Signature and seal of the Authorized Officer Maharashtra Real Estate Regulatory Authority

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WADIA GHANDY & CO.

ADVOCATES, SOLICITORS & NOTARY

N. M. Wadia Buildings, 123, Mahatma Gandhi Road, Mumbai - 400 001, India. Tek +91 72 2267 0669, +91 22 2271 5600 i Fac +91 22 7767 6784, +91 22 2267 0226 General contact@codaghandr.com i Persanal contact frataging, lasticance@codaghardr.com

NLIJR\$/10051/10140/2019

REPORT ON TITLE

Re: All those pieces and parcels of lands and hereditaments admeasuring in the aggregate 9011.01 sq. mtrs. bearing C.T.S. Nos. 158, 159, 160, 161(part),162(part) and 165 (part) corresponding to Survey Nos. 111/1(p) together with structures standing thereon, situate, lying and being at Village Goregaon, Taluka Borivali, Mumbai Suburban District ("said Land").

A. INTRODUCTION

Our client, Satguru Corporate Services Private Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 5th Floor, Sunteck Centre, 37-40, Subhash Road, Vile Parle (East), Mumbai - 400057, has instructed us to investigate its right, title and interest in respect of the said Land.

B. STEPS

For the purpose of issuing this Title Report, we have undertaken the following steps:

1. On 19th October 2019, we have inspected the original attended to the documents in respect of the the said Land ("Original attended whereof is annexed hereto and marked as Annexure" Att.

2. Perused copies of the deeds, documents and writings with respect to the sal Land, a list whereof is annexed hereto and marked as kninexulation.

3. Perused copies of the Reports dated 23rd December 2016 and 1st July 2017 issued by Ashish S Javeri in respect of search undertaken at the offices of the Sub-Registrar of Assurances, and Reports dated 11th June 2019 and 24th October 2019 by Ashish S Javeri for similar search. Searches undertaken are, however, subject to the availability of records and also to records being torn and mutilated.

4.

Perused copies of reports issued by Jayshree thagli & Assackads dated 23rd May 2017, 4th June 2019 and 17th October 2019 in respect of search

r 2019 in respect of search Pune ROPE

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undertaken at the office of Registrar of Companies to determine charges registered by our client. Searches are subject to the availability of records on the date of inspection and also to records being torn and mutilated.

- Perused copies of 7/12 extracts and property register cards pertaining to the said Land.
- 6. Raised requisitions from time to time and have relied upon the replies given to us in response to these requisitions.
- Caused public notices to be issued in in Free Pres Journal on 17th October
 2019 (English) and Navshakti on 17th October 2019 (Marathi).
- We have reflied on the declaration dated 1st November 2019 issued by Satguru Corporate Services Private Limited ("the Declaration") pertaining to the said Land.

C. DISCLAIMERS

1. This Report is prepared solely for the use of our client.

The accuracy of this Report necessarily depends on the documents furnished to us during the course of our discussions, the policy true, complete and accurate, which we have assumed to be the case.

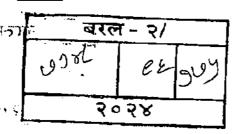
The original title deed as reflected in paragraphs D [I] 1 herein below is not a validable with the client.

We have not commented on tax related matters and have not addressed tax related compliances herein.

- 5. We have not commented on development potential or the approvals issued for development of the said Land.
- 6. This Report on Title has been prepared in accordance with and is subject to the laws of India.

D. CHAIN OF TITLE

 Survey Nos. 105/3(p), 106/1, 110/3, 110/4(p), 111/1, 111/2, 112/1(p) and Tank admeasuring 65,364 square yards equivalent to 54,650.84 square metres.



- 1. By and under Indenture dated 10th September, 1962 (herein referred to as the "First Conveyance Deed") executed between Minocher Dinshawjee Minocherhomjee and Frenny Minocher Minocherhomjee (therein called as "Vendors") of one part and Somani & Company Private Limited (therein called as "Purchaser") of the other Part, and registered with the Sub-Registrar of Assurances at Bombay under Serial No. BOM-R/2605/1962 registered on 2/8/1965, the Vendors therein granted, sold and transferred to the Purchaser therein the plot bearing Survey Nos. 105/3(p), 106/1, 110/3, 110/4(p) 111/1, 111/2, 112/1(p) and Tank admeasuring 65,364 square yards equivalent to 54,650.84 square metres, for the consideration as stated therein and in accordance with the terms & conditions mentioned therein.
- 2. By and under indenture dated 10th September, 1962 (herein referred to as the "First Mortgage Deed") executed between Somani & Company Private Limited (therein referred to as "Mortgagor") of one part and Minocher Dinshawjee Minocherhomjee and Freny Minocher Minocherhomjee (therein referred to as "Mortgagees") of the other part and registered with the Sub-Registrar of Assurances at Bombay under Serial No.BOM-/2606/1962, the Mortgagor therein mortgaged unto the Mortgagees therein, the land as set out in the First Conveyance Deed, as security for payment of the balance consideration under the First Conveyance Deed, on terms & conditions more particularly manufactured therein.
- 3. By and under the Deed of Supplemental Agreement of 20th June 1966 (herein referred to as the "Supplemental Deed") executed between Somani & Company Private Limited (therein referred to as "Mortgagor") of one part and Minocher Dinshaw Winocherhomier and Freny Minocher Minocherhomiee (therein referred to as "Mortgagees") of the other part and registered with the Sub-Registrar of Assurances at Bombay under Serial No. BOM-R/3535/1966, the terms and conditions of the First Mortgage Deed were modified in the manner as stated therein.

A A

By and under an Indenture dated 29th December, 1972 (herein referred to as the "First Reconveyance Deed") executed between Minocher Dinshawjee. Minocherhorhii and Frenzy Minocher

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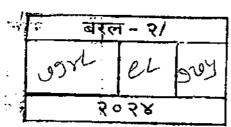
5.

Minocherhomjee (therein referred to as "Mortgagees") of one part and Somani. & Company. Private Limited (therein referred to as "Mortgagor") of the other part, and registered with the Sub-Registrar of Assurances at Bombay under Serial No. BOM/6864/1972, in view of partial payment of amounts due, the Mortgagees therein granted, reconveyed, transferred, assured unto the Mortgageor therein, part of land mortgaged under the First Mortgage. Deed read with the Supplemental Deed being land bearing Survey. No. 106/1 admeasuring 16,715.91 square metres. It was clarified that land bearing Survey. Nos 105/3(p), 110/3, 110/4(p), 111/1, 111/2 and 112/1(p) and tank(part), save and except the property bearing Survey. No. 106/1 and admeasuring 16,715.91 square metres, shall remain and continue to form the security in favour of the Mortgagees therein and shall remain and subject to the terms as stated in the First Mortgage Deed,

By and under an Indenture dated 17th December, 1979 (herein referred to as the "Second Reconveyance Deed") executed between Minocher Dinshawjee Minocherhomjee and Freny Minocher Minocherhomjee (therein referred to as "Mortgagees") of the One part and Somani & Company Private Limited (therein referred to as "Mortgagor") of the other part, registered with the Sub-Registrar of ssurances at Bombay under Serial No. BOM/888/1980, registered on 2/03/2004, in view of full payment of amounts due, the Mortgagees therein granted, reconveyed, transferred, assured unto Mortgagor therein, balance land mortgaged under the First Mortgage Deed read with the Supplemental Deed i.e. land bearing Survey Nos 105/3(p), 110/3, 110/4(p), 111/1, 111/2 and 112/1(p), in the manner as stated therein.

TRANSFER OF SHAREHOLDING FROM SOMANI & COMPANY PRIVATE LIMITED TO SATGURU CORPORATE SERVICES PRIVATE LIMITED

 Memorandum of Understanding ("said MoU") was signed on 29th April, 2011 between Mr. Vinay Somani, Satguru Corporate Services Private Limited, Sunteck Realty Limited and Kamal Khetan. This MOU was executed in contemplation of transaction to be concluded by Satguru Corporate Services Private Limited for the purchase of the



said Land and/or purchase of all the shares of Somani & Company Private Limited. It was then contemplated that an area of 2.25,000 sq ft. saleable area will be sold to Vinay Somani at a price which shall be 80% of the pre-launch offer price. The maximum price however will not exceed Rs. 8,100/- per sq. ft. of saleable area. This agreement was come into effect on the purchase of the said Land and/or transfer of shares of Somani & Company Private Limited to Satguru Corporate Services Private Limited, Sunteck Realty Limited and/or Kamal Khetan. Disputes have arisen between the parties with respect to the said MOU as detailed in para J [1] below.

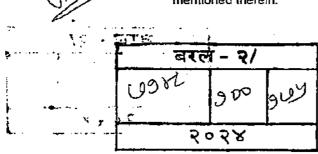
2. By a Share Purchase Agreement dated 4th January 2012 ("said SPA") was executed between (a) Vishal Somani, (b) Shri Maheshkumar Somani, (c) Shri Dushyant Somani, (d) Smt. Manushree Somani. (e) Shri Indrakumar Somani, (f) Smt. Usha Somani, (g) Shri Narendra Somani, (h) Shri Suresh Somani, (i) Smt. Komal Somani, (j) Shri Sharad Somani, (k) Smt. Poonam Somani, (l) Shri Vijaynarain Somani, (m) Shri Sudarshan Somani, (n) Smt. Gitadevi Somani. (o) Smt. Sushiladevi Somani (nee Smt. Susheeladevi Somani, (p) Shri Vinay Somani (nee Shri Vijaykumar Somani), (q) Smit Shrilekha Somani (nee Smt. Shreelekha Somani), (r) Smt. Suman Maheshwary, (s) Balgopal Trust and (t) Amitabh Properties and Holdings R Limited (therein referred to as "Sellers") of the First Personal feet Maheshkumar Somani, (b) Shri Vijaynarain Spranig(c) Somani, (d) Shri Indrakumar Somani and (e) Shri Narer (therein referred to as "the Directors") of the Second Fed Satguru Corporate Services Private Limited, (b) Mr. Karpal his capacity as a nominee of Satguru Corporate Limited) (therein referred to as "the Purchasers") of the Third Part, the Sellers therein transferred 20,000 equity shares of Rs. 100/- each in Somani & Company Private Limited to Satguru Corporate Services Private Limited and Kamai Khetan, free from all charges, encumbrances or lien, for the consideration as recorded therein.

3. Subsequent thereto, a Supplemental Share Purchase Agreement dated February, 2012 was executed between (a) Gmt. Suspliadevi Somani (nee Smt. Susplealadevi Somani (b) Shri Vinay Somani (nee Shri Vijaykumar Somani), (c) Smt. Shrilekha Somani (nee Sim,

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Shreelekha Somani), (d) Smt. Suman Maheshwary, (e) Balgopal Trust and (f) Amilabh Properties and Holdings Private Limited (therein after referred to as "Sellers") of the First Part and (a) Satguru Corporate Services Private Limited, (b) Mr. Kamal Khetan (in his capacity as a nominee of Satguru Corporate Services Private Limited) (therein referred to as "the Purchasers") of the Second Part; wherein Satguru Corporate Services Private Limited and Kamal Khetan agreed to pay an additional consideration of Rs. 50,00,00,000/- (Rupees fifty crores only) to the Sellers therein, as and by way of an additional consideration (over and above the consideration as stated in the said SPA), in the manner as stated therein. The additional consideration of Rs.50,00,00,000/- (Rupees Fifty crores only) payable under the Supplemental Share Purchase Agreement dated February 2012 is a subject matter of a dispute in (a) Suit No. 150 of 2014 filed by Vinay Somani V/s (i) Satguru Corporate Services Limited (ii) Starlight Systems Private Limited (iii) Starlight Systems India LLP and (iv) Kamal Khetan filed before the Hon'ble Bombay High Court; (b) Suit No. 156 of 2014 filed by Shrilekha Somani V/s (I) Satguru Corporate Services Limited (ii) Starlight Systems Private Limited (iii) Starlight Systems India LLP and (iv) Kamal Khetan filed before the Hon'ble Bombay High Court and (c) Suit No. 161 of 2014 filed by M/s Balgopal Trust V/s (i) Satguru Corporate Services Limited (ii) Starlight Systems Private Limited (iii) Startight Systems India LLP and (iv) Kamal Khetan before the Hon'ble Bombay High Court.

By and under a Supplemental Debenture Trust Deed dated 27th February 2012 (hereinafter referred to as "Supplemental Debenture Trust Deed / SDTD") executed between Satguru Corporate Services Private Limited (therein referred to as "Company") of the First Part and IL&FS Trust Company Limited (therein referred to as "Debenture Trustee") of the Second Part, and Somani & Company Private Limited (therein referred to as the Mortgagor) of the Third Part and registered with the Sub-Registrar of Assurances at Bombay under Serial No. BOM/1604/2/2012; the Mortgagor and the Company to secure Series A NCDs, created a charge, on inter-alia, the said Land in favour of the Debenture Trustee therein, on terms and conditions more particularly mentioned therein.



- 5. Subsequently, a scheme of amalgamation was framed between Somani & Company Private Limited and Satguru Corporate Services Private Limited and submitted before the Hon'ble Bombay High Court under the provisions of the Companies Act, 1956. By and under an order dated 17th August 2012, the Hon'ble High Court has duty sanctioned the scheme of amalgamation between Somani & Company Private-Limited and Satguru Corporate Services Private Limited. Pursuant thereto, immovable properties including the said Land is duty vested in Satguru Corporate Services Private Limited. The same was duty confirmed vide a Deed of Confirmation dated 2nd June 2015 and registered with the Sub-Registrar of Assurances at Bombay under Serial No. 8DR-1/4894/2015 registered on 2nd June 2015.
- 6. By and under a Reconveyance Deed dated 5th June 2015 (hereinafter referred to as "Reconveyance Deed of SDTD") executed between IL & FS Trust Company Limited (therein referred to as "Debenture Trustee/Mortgagee") of the One part and Satguru Corporate Services Private Limited (therein referred to as "Mortgagor / Company") of the Other Part, and registered with the Sub-Registrar of Assurances at Bombay under Serial No. BOM/4301/2015, pursuant to the consent of the Debenture Holders and pending the redemption of the Series A Non Convertible Debentures ("NCD's"). the Debenture Trustee/Mortgagee retransferred the Mortgagor/Company absolutely and free fg aces of any kind, inter-alia, the said Land.

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E. AREA

Our client has informed us that said Land aggregating thereabouts comprises of the following CTS nos:

- (i) C.T.S. No. 158 admeasuring 224.2 square metres;
- (ii) C.T.S. No. 159 admeasuring 1043.4 square meters;
- (iii) C.T.S. No. 160 admeasuring 47.4 square meters;

(iv) CTS No. 161(part) admeasuring 664.20 square metres (ontest total area of 2696.5 square meters);

ALL (

- (V) CTS No. 162 (part) admeasuring 1180.9 square metres (out of total area of 3741.8 square meters);
- (vi) CTS No. 165 (part) admeasuring 5850.91 square metres metres. (out of lotal area of 42,803.6 square meters).

F. PROPERTY REGISTER CARDS

1. CTS NO. 158 admeasuring 224.2 square metres

- (i) The PR Card reflects the tenure as *C" i.e, paying (altered) assessment to Government under Land Revenue Code.
- (ii) The PR card refetects the name of Satguru Corporate Services Pvt.Ltd as the owner of the land.

2. CTS NO. 159 admeasuring 1043.4 square meters

- (i) The PR Card reflects the tenure as "C" i.e, paying (altered) assessment to Government under Land Revenue Code.
- (ii) The PR card refelects the name of Satguru Corporate Services Pvt. Ltd as the owner of the land.

NO. 160 admeasuring 47.4 square meters

the PR Card reflects the tenure as "C" i.e, paying (altered)

the PR card refelects the name of Satguru Corporate Services Pvt.

CTS NO. 161 admeasuring 2696.5 square metres

- (i) The PR Card reflects the tenure as "C" i.e, paying (altered) assessment to Government under Land Revenue Code.
- (ii) The PR card refelects the name of Satguru Corporate Services Pvt.Ltd as the owner of the land.

CTS NO. 162 admeasuring 3741.8 square metres

That PH Care reflects the tenure as "C" i.e., paying (altered)

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assessment to Government under Land Revenue Code.

(ii) The PR card refelects the name of Satguru Corporate Services Pvt. Ltd as the owner of the land.

6. CTS No. 165 admeasuring 42,803.6 square meters

- (i) The PR Card reflects the nature of holding as Non-Agricultural
- (ii) The name of Daniel Philip which was wrongly reflected in the other rights column, in the PR Card has been deleted on 27th December, 2018, pursuant to an order dated 24th December 2018 of the District Super Intendent of Land Records, Mumbai Suburban District passed in Appeal no. 645 of 2018 filed by our client.
- (iii) The alleged heirs of Daniel Philip i.e. Luis Daniel Baptista and 22 others have filed an appeal bearing no. RTS/Appeal No. 889 of 2019 against the order dated 24th December, 2018 before the Baptily Director of Land Records, Konkan Division, Mumbal and the same of pending. In any event our client has informed us that the same deep not pertain to said Land.
- (v) On 24.9.2019, the property register card for CTS No. 165 to the extent of area admeasuring 33542.2 square meters is updated to reflect the name of Satguru Corporate Services Pvt. Ltd and is reflected as a non-agricultutal land.

Our client has informed us that on the basis, MMRDA dated 1st November 2019 bearing no

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2019 they will apply to revenue authorities and undertake sub-division in the property register card of CTS No. 161 and CTS No. 165 to the extent the same forms part of the said Land and will get separate property card for the said Land..

G. SURVEY NOS, CORRESPONDING CTS NOS.

We have perused the plan provided by client which is a superimposition of the Gut Book Plan issued by Deputy Superintendent of Land Records for Survey No. 111/1 and 111/2 of Village Goregaon with the CTS Plan issued by CTS Survey Office for CTS Nos 157, 158, 159, 160, 161, 162, 162/1, 163, 164, 165, 166, 166/1, 170, 170/1, 170/2. From perusal of the same, the said Land corresponds only to Survey No. 111/1/(p).

H. 7/12 EXTRACTS

SITE STATUS

⁽(iii)

Survey No. 111 Hissa No.1

7/12 Extract is in respect of Survey No. 111 Hissa No. 1 of Village Goregoan, Taluka Borivali records Satguru Corporate Services Private Limited as the owner/holder thereof and reflects an area of 6 acre 12 gunthas equivalent to about 25,494.34 square meters.

e gertain structures on the said Land, which are occupied by tenants the

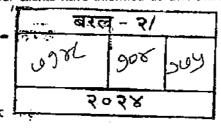
National Plywood India Limited and Ploneer Wood Products Limited: In Economic of an area admeasuring 1720 square feet in the structure similared on the said Land.

Messrs Balaji Trading & Warehousing Corporation: In occupation of an area admeasuring 1950 square feet in the structure situated on the said Land.

National Board Limited: in occupation of an area admeasuring 1560 square feet in the structure situated on the said Land.

(iv) Evinco Exim Limited: In occupation of area admeasuring 2175 square feet in the structure situated on the said Land.

Our clients have informed us that there are certain occupants occupying certain



structures on the said Land and as advised, our clients will take necessary steps to cause their vacation.

J. <u>LITIGATION</u>

The following litigation are pending in respect of said Land:

1. Suit No. 493 of 2015

There is a dispute arisen between (Mr. Vinay Somani, being one of the erstwhile shareholder of Somani & Company Private Limited and (1) Satguru Corporate Services Private Limited, (2) Sunteck Realty Limited, (3) Kamal Khetan and (4) Somani & Company Private Limited. The gist of the dispute is the enforcement of Memorandum of Understanding dated 29th April, 2011 ("said MoU") executed between (1) Vinay Somani and (2) Satguru Corporate Services Private Limited, Sunteck Realty Limited and Kamal Khetan. The prayer sought for by Mr. Vinay Somani in the said Suit is for a declaration that the said MOU is valid, binding and subsisting. Satguru Corporate Services Private Limited, Sunteck Realty Limited and Kamal Khetan are defending the said Suit. The defence is that the said MOU was duly novated. The terms and conditions for the purchase and sale of the equity shares of Vinay Somani were in accordance with the Share Purchase Agreement dated 4th January 2012 ("said SPA") executed between Vinay Somani, Satguru Corporate Services Private Limited, Sunteck Realty Limited and Kamal Khetan. The said MOU was an understanding executed prior to the execution of the said SPA and once the said SPA was executed all the terms and conditions agreed between the parties were recorded in the duly merged therein. Mr. Vinay Somani has sought for interim reliefs said Suit. However, till date no interim reliefs are accorded in t

Appeal RTS/Appeal No. 889 of 2019 before the Records, Konkan Division, Mumbai

The description of the same is set out in para F [6] above the orient has informed us that the same does not pertain to said Land.

K. PUBLIC NOTICES

We have issued public notices ("the said Public newspapers thereby inviting claims and objections with

with respect to the said Lang in

Free Pres Journal on 17th October 2019 (English) and Navshakti on 17th October 2019 (Marathi). We have, till date, not received any objections to the same.

USER AND DEVELOPMENT PLAN REMARKS L.

From the the Development Plan remarks dated 25th October, 2019 issued by Architect T & CP Division, MMRDA issued for a larger land which includes the said Land, it can be seen that the said Land falls within the notified area of Oshiware District Centre (ODC) where MMRDA is the Special Planning Authority. Our clients have superimposed the CTS Plan dated 18th October, 2011 issued by City Survey Office upon the extract of the Development Plan remarks dated 25th Octobber, 2019, which confirms that said Land forms part of residential cum shopping zone.

ROC SEARCH REPORT M.

As per the updated Search Report dated 17th October 2019 provided by Jayshree Dagil & Associates, there are no creation of charges in respect of the said Land is reflected.

SEARCH AT REGISTRAR OF ASSURANCES N.

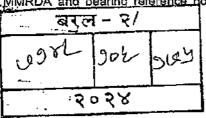
We have caused to undertake searches at the offices of the Sub-Registrar of Resurances at Mumbai and Bandra for a period of 63 years (i.e. from 1957 to with respect to the said Land.

As berithe Search Report dated 23rd December 2016 and 1st July, 2017 and the Search Reports dated 11th June 2019 and 24th October 2019, issued by the segizh clerk Mr. Ashish Jhaveri, the list of documents registered with the office the sub-registrar of assurances in respect of the said Land are annexed hereto and marked as Annexure "C".

APPROVALS o.

By and under No -Objection Certificate dated 26th December 2016 issued by the Airports Authority of India (AAI) to Mr. Ajeet Singh, AAI granted it No Objection Certificate for the proposed contracution on a larger land (which includes the said Land), subject to the compliance of the conditions and in the manner as stated therein.

By and under the In Principle approval dated 23rd October 2019 issued by MMRDA and bearing reference go. TCP(P-2)/ODC/CC/3.148.1555 2019 to



our client, MMRDA has granted in principle approval for residential building on the said Land, subject to compliance of conditions and in the manner as stated therein.

3. By and under a letter-dated 1st November 2019 addressed by MMRDA to our client and bearing reference no. TCP(P-2)/ODC/CC/3.137/1584 of 2019, MMRDA has approved the proposed layout on land bearing CTS No. 157, 158, 159, 160, 161, 162/1, 163, 164, 165 (pt), 166, 166/1, 170, 170/1 170/2 and admeasting 43,655.10 square metres (which includes the said Land). subject to compliance of conditions and in the manner as stated therein.

Ρ, CONCLUSION

Based on the investigation carried out by us as stated above and subject to what is stated hereinabove, we hereby certify that Satguru Corporate Services Private Limited has a clear and marketable title in respect of the said Land subject to the following: -

- The outcome of the Suit No. 493 of 2015 in the Hon'ble Bombay High Court (i) as stated in paragraph no. J [1] hereinabove
- The rights of the tenants/ occupants as stated in paragraph I hereinabove. (ii)

Dated this 2nd day of November, 2019

Partner

Wadia Ghandy & Co.

ANNEXURE "A"

(Inspection of Original title deeds)

Title Documents

- 1. Share Purchase Agreement dated 4th January 2012 executed between, (a) Vishal Somani, (b) Shri Maheshkumar Somani, (c) Shri Dushyant Somani, (d) Smt. Manushree Somani, (e) Shri Indrakumar Somani, (f) Smt. Usha Somani, (g) Shri Narendra Somani, (h) Shri Suresh Somani, (i) Smt. Komal Somani, (j) Shri Sharad Somani, (k) Smt. Poonam Somani, (l) Shri Vijaynarain Somani, (m) Shri Sudarshan Somani, (n) Smt. Gltadevi Somani, (o) Smt. Sushiladevi Somani (nee Smt. Susheeladevi Somani, (p) Shri Vinay Somani (nee Shri Vijaykumar Somani), (q) Smt. Shrilekha Somani (nee Smt. Shreelekha Somani), (r) Smt. Suman Maheshwary, (s) Balgopal Trust and (t) Amitabh Properties and Holdings Private Limited (Sellers), (a) Shri Maheshkumar Somani, (b) Shri Vijaynarain Somani, (c) Shri Sharad Somani, (d) Shri Indrakumar Somani and (e) Shri Narendra Somani ("the Directors") and (a) Satguru Corporate Services Private Limited, (b) Mr. Kamal Khetan (the Purchasers).
- 2. Supplementary Share Purchase Agreement dated February 2012 executed between 2012 (a) Smt. Sushiladevi Somani (nee Smt. Susheeladevi Somani, (b) Shri Vinay Somani (nee Shri Vijaykumar Somani), (c) Smt. Shrilekha Somani (nee Smt. Shreelekha Somani), (d) Smt. Suman Maheshwary, (e) Balgopal Trust and (f) Amitabh Properties and Holdings Private Limited (Seliers) and (a) Satguru Corporate Services Private Limited, (b) Mr. Kamal Khetan (Purchasers).

3. Reconveyance Deed dated 5th June 2016 executed between IL&FS Trust Company Limited. (Depending Trustee/Mortgagee) and Satguru Corporate Services Private climited (Mortgager Company) bearing Serial No. BOM/4301/2015.

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ANNEXURE "B" (all documents perused)

- Copy of the Indenture of Lease 24th June 1954 executed between (i) Minocher Dinshawji Minocherhomji & (ii) Frenny Minocher Minocherhomji (Lessors) and (i) The Central Bank Executor and Trustee Company Private Limited (ii) Cooverbai Kaikhusroo Dhabar (iii) Frenny Minocher Minocherhomji (nee Frenny Kaikusroo Dhabhar) & (iv) Hakimji Edalji Kumanas (Lessees) and registered with the Sub-Registrar of Assurances at Bombay under Serial No.BOM-6635/1954.
- Copy of the Indenture of Lease dated 30th November 1957 executed between (i) The Central Bank Executor and Trustee Company Private Limited (ii) Cooverbal Kaikhusroo Dhabar (iii) Frenny Minocher Minocherhomji (nee Frenny Kaikhusroo Dhabhar) (iv) Hakimji Edalji Kumana (Lessors) and Gulam Mohiyuddin Haji Yakub (Lessee) and registered with the Sub-Registrar of Assurances at Bombay under Serial No.BOM-380/1958.
- Copy of the Indenture of Lease dated 10th March 1962 between (i) Central Bank Executor and Trustee Company Limited, (ii) Cooverbai Kaikhusroo Dhabhar, (iii) Freni Minocher Minocher-Homji & (iv) Hakimji Edulji Kumana (Lessors) and Gulam Mohiyuddin Hali Yacub ("Lessee") and registered with the Sub-Registrar of Assurances at Bombay under Serial No. BOM-R/919/1962.
- 4. Copy of the Indenture of Conveyance dated 10th September 1962 between Minocher Dinshawjee Minocherhomji and Frenny Minocher Minocherhomji ("Vendors") and Somani & Company Private Limited ("Purchaser") and registered with the Sub-Registrar of Assurances at Bombay under Serial No. BOM-R/26041991 REGISTAR
- 5. Copy of the indenture of Mortgage 10th September 1952 batween Somanical Company Private Limited ("Mortgagor") and Minocher Dinshawige Michigager Minocher Minocher
- 6. Copy of the Deed of Supplemental Agreement dated 20th June 1966 between Somani & Company Private Limited ("Mortgagor") and Michael Charles ("Mortgagees") and registered with the Sub-Registrar of Assurances at Bombay under Serial No.BOM-R/3535/1966.
- Copy of Plan dated 30th June 1980 depicting the boundary of Plot No. 4 situated on land bearing CTS No.165 (p).
- Copy of Order of the Deputy Collector & CA, (ULC), Greater Mumbai dated 9th March 2007 under Section11(7) with Section 14 of the ULC Act 1976.

9. Copy of Appeal dated 30th April 2007 filed under Section 33 of the ULC Act, 1976 filed before the Hon'ble Court of the Additional Commissioner, Konkan Division, Mumbai by Mr.Sharad Somani.

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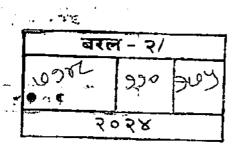
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- Copy of Block Plan dated 3rd December 2010.
- Copy of the Plan dated 1st February 2011
- 12. Copy of Memorandum of Understanding dated on 29th April, 2011 between Mr. Vinay Somani, Satguru Corporate Services Private Limited, Sunteck Realty Limited and Kamal Khetan.
- 13. Original Declaration by Ms. Vidushi Somani dated 15th December 2011.
- 14. Original Debenture Subscription Agreement dated 15th December 2011 executed between (i) Satguru Corporate Services Private Limited (ii) Advaith Infraprojects Private Limited (iii) Kotak India Real Estate Fund IV (iv) Kotak India Real Estate Fund V (v) Kotak Alternate Opportunities (India) Fund.
- 15. Total Station Survey dated 2011 issued by Mr. Rajan D Hate, being the licensed surveyor.
- 16. Original Share Purchase Agreement dated 4th January 2012 executed between, (a) Vishal Somani, (b) Shri Maheshkumar Somani, (c) Shri Dushyant Somani, (d) Smt. Manushree Somani, (e) Shri Indrakumar Somani, (f) Smt. Usha Somani, (g) Shri Narendra Somani, (h) Shri Suresh Somani, (i) Smt. Komal Somani, (j) Shri Sharad Somani, (k) Smt. Poonam Somani, (l) Shri Vijaynarain Somani, (m) Shri Sudarshan Somani, (n) Smt. Gitadevi Somani, (o) Smt. Sushiladevi Somani (nee Smt. Susheeladevi Somani, (p) Shri Vinay Somani (nee Shri Vijaykumar Somani), (q) Smt. Shrilekha Somani (nee Smt. Shreelekha Somani), (r) Smt. Suman Maheshwary, (s) Balgopal Trust and (t) Amitabh Properties and Holdings Private Limited ("Sellers"), (a) Shri Maheshkumar Somani, (b) Shri Vijaynarain Somani, (c) Shri Sharad Somani, (d) Shri Indrakumar Somani and (e) Shri Narendra Somani ("the Directors") and (a) Satguru Corporate Services Private Limited, (b) Mr. Kamal Khetan ("the Purchasers").
- 17. Copy of Debenture Trust Deed dated 27th January 2012 executed between Satguru Corporate Services Private Limited ("the Company") of One Part and !L&FS Trust Company Limited ("Debenture Trustee") of the Other Part.

REGINAL Supplementary Share Purchase Agreement dated February 2012 executed beinging 2012 (a) Smt. Sur. .iladevi Somani (nee Smt. Susheeladevi Somani, (b) Shri Bay Somani (nee Shri Vijaykumar Somani), (c) Smt. Shrilekha Somani (nee Smt. Shrilekha Somani), (d) Smt. Suman Maheshwary, (e) Balgopai Trust and (f) Smitabh, Progretties and Holdings Private Limited ("Sellars") (a) Satguru Corporate Services Private Limited, (b) Mr. Kamal Khetan (in his capacity as a nominee of Restguru Supporate Services Private Limited) ("the Purchasers").

Supplemental Debenture Trust Deed dated 27th February 2012 executed between Satguru Corporate Services Private Limited ("Company") of the First Part and IL & FS Trust Company Limited of the Second Part ("Debenture Trustee") and Somani and Company Private Limited ("Mortgagor") of the Third Part and registered with the Sub-Registrar of Assurances at Bombay under Serial No. 1604/2012.



- 20. Copy of CTS Plan dated 10th February 2012.
- 21. Copy of Deed of Confirmation dated 2nd June 2015 executed between Somani and Company Private Limited ("Transferor Company") and Satguru Corporate Services Private Limited ("Transferee Company") and registered with the Sub-Registrar of Assurances at Bombay under Serial No. 4894/2015
- 22. Copy of Plan of the dated 17th December, 2015.
- 23. Original Reconveyance Deed dated 5th June 2016 executed between IL & FS Trust Company Limited ("Debenture Trustee/Mortgagee") of the One par and Satguru Corporate Services Private Limited ("Mortgagor / Company") of the other part and registered with the Sub-Registrar of Assurances at Bombay under Serial No. BOM/4301/2015.
- 24. Copy of the No -Objection Certificate dated 26th December 2016 issued by the Airports Authority of India (AAI) to Mr. Ajeet Singh.
- 25. Original Search Reports dated 23rd December 2016, 1st July 2017, 11th June 2019 and 24th October 2019 issued by Mr. Ashish Jhaveri, the search clerk, with respect to the searches undertaken at the offices of the Sub-Registrar of Assurances at Mumbai, Vasai, Bandra and Borivali from year 1957 to 2019 (63 years).
- Copy of the Property Tax bills for the time period from 1st April 2016 to 31st March 2019.

 Original ROC Search Reports dated 23rd May 2017, 10th June 2019 2019 issued by Jayshree Dagli & Associates.

28. Copy of application dated 7th July 2017 made by Satguru Corporate Service Limited to the Additional Collector and Competent Authority (or life car withdrawal of notice under section 10(3) and notice under section 30(5) of R Act, 1976 with respect to Plot No. 4.

29. Copy of Letter dated 18th October, 2017 addressed by the Collector and Competent Authority (Urban Land Ceilling), Greater Mumbai to the Hon'ble Chief Secretary, Town Planning Department, Mantralya, Mumbai.

- Copy of Letter dated 9th February 2018 and bearing reference no. TCP(P-2)/ODC/CC/3.122/III/302/2018 addrsesed by the Planner, Town and Country Planning Division, MMRDA to Skystar Buildcon Private Limited.
- Copy of Lettler dated 14th February 2018 and bearing reference no. L.C/ODC/25 mtrRoad/Goregaon/Notice/337/2018 addressed by Executive Engineer, MMRDA to the Somani and Company Private Limited.
- Copy of Letter dated 14th February 2018 and bearing reference no. L.C/ODC/25 mtrRoad/Goregaon/Notice/335/2018 addressed by Executive Engineer, MMRDA to the Somani and Company Private Limited.

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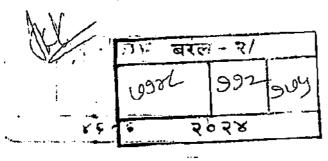
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- 33. Copy of Letter dated 29th May 2018 addressed by M/s Spaceage Consultants to the Chief, T& CP Division, MMRDA.
- Ody of Show Cause Notice issued by the Talathi, Goregaon to Somani and Co with respect to payment of Non Agricultural Tax for the time period of 2017 to 2018.
- 35. Copy of Plan of the said Land dated 6th February 2018 showing the existing structures.
- 36. Copy of the Plan showing the CTS bifurcation of the said Land.
- 37. Copy of the Gut Book Plan dated 20th June 2018 of Survey Nos 111/1/ and 111/2 issued by the Deputy Superintendent Land Records, Mumbai Suburban, Mumbai.
- 38. Original Consent Decree dated 6th December 2017 passed by the Hon'ble Court of Small Causes, Mumbai in TE Suit No. 79/101 of 2010.
- 39. Original Consent Decree dated 6th December 2017 passed by the Hon'bie Court of Small Causes, Mumbai in TE Suit No. 80/102 of 2010.
- 40. Original Consent Terms dated dated 6th December 2017 in TE Suit No. 79/101 of 2010 before Hon'ble Court of Small Causes, Mumbai.
- 41. Original Consent Terms dated dated 6th December 2017 in TE Suit No. 80/102 of 2010 before Hon'ble Court of Small Causes, Mumbai.
- 42. Copy of the Letter dated 20th March 2018 addressed by Satguru Corporate Services Private Limited to Paramount Apparels Private Limited.
- 43. Copy of the Letter dated 4th April 2018 addressed by Paramount Apparels Private Limited to Satguru Corporate Services Private Limited.
- 44. Copy of the Extract of the Bank Account Statement of Salguru Corporate Services ruste Limited maintained with Kotak Mahindra Bank showing the transactions dated

Copy of Agreement of Sale dated 20th April 2018 executed between Skystar Buildcon Frivatel Limited of the First Part and Ms. Nabila Usmani of the Other Part and registered without Sub-Registrar of Assurances at Borivali under Serial No. 3066/2018

- 46. Specificage Bent of Sale dated 20th April 2018 executed between Skystar Buildoon Private Limited of the First Part and Ms. Shaema Divkar of the Other Part and registered with the Sub-Registrar of Assurances at Borivall under Serial No. 3604/2018.
- 47. Copy of Agreement of Sale dated 20th April 2018 executed between Skystar Buildoon Private Limited of the First Part and Ms. Aaliya Helaluddin Usmani of the Other Part and registered with the Sub-Registrar of Assurances at Borivali under Serial No. 3607/2018.



- 48. Copy of NOC dated 7th August 2018 issued by the Deputy Chief Engineer, (Region -- IV), Mumbai Fire Brigade.
- 49. Original public notice issued in English in Free Pres Journal on 17th October 2019.
- 50 Original public notice issued in Marathi in Navshakti on 17th October 2019
- 51. Copy of the Principle approval of MMRDA dated 23rd October 2019 and bearing reference no. TCP(P-2)/ODC/CC/3.146/1555 2019.
- 52. Copy of the Development Plan remark of MMRDA dated 25th October 2019 and bearing reference number TCP(P-2)/ODC/DPR/2.315/ 1576/2019
- 53. Copy of the letter dated 1st November 2019 addressd by MMRDA to our client and bearing reference no. TCP(P-2)/ODC/CC/3.137/1584 of 2019.
- A. <u>List of Litigations</u>
- Louis Daniel Baptista & Ors v. M/s Byramjee Jeejeebhoy & Ors FTAH/BORI/T-2/TNC/SR-09/2013 (In the Hon'ble Court of Tahsiidar & Agricultural Land Tribunal, Borivali)]
 - a. Application No. TAH/BORI/T-2/TNC/SR-09/2013 and papers and proceedings thereto.
- 2. Louis Daniel Baptista v. M/s Byramjee Jeejeebhoy Private Limited, FARDER No. 750 of 2013 (The Hon'ble Super intendent of Land Records Mambel 3750 state)
 - a. Appeal No. 750 of 2013 and papers and proceeings the हों
- 3. Satguru Corporate Services Private Limited v. Shri Daniel Riilip and 22 othres [Appeal No. 645 of 2018 (The District Superintendent of Land Records, Mumbar Suburbs)]
 - a. Appeal No. 645 of 2019 and papers and proceeings thereto.
- 4. <u>Louis Daniel Baptista & Others v. M/s Byramjee Jeejabhoy Private Limited & Othres | Tenancy Case No. 7 of 2018 (Sub- Divisional Offiver, Mumba) Western Suburbs)</u>
 - а. Тепалсу Case No. 7 of 2018 and papers and proceeings thereto.
- 5. <u>Vinay Somani v. Satguru Corporate Services Private Limited & Ors [Suit No. 150 of 2014 (Hon'ble High Court of Bombay)]</u>

a. Suit No. 150 of 2014 and papers and proceedings thereto.

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- Shrilekha Somani v. Satquru Corporate Services Private Limited & Ors | Sult No. 156 of 2014 (Hon'ble High Court of Bombay)]
 - a. Suit No. 156 of 2014 and papers and proceeings thereto.
- 7. M/s Balgopal-Trust v. Satguru Corporate Services Private Limited & Ors | Suit No. 161 of 2014 (Hon'ble High Court of Bombay)]
 - a. Suit No. 161 of 2014 and papers and proceeings thereto.
 - Vinay Somani v. Satgurtu Corporate Services Private Limited & Ors | Suit No. 8. 493 of 2015(Hon'ble High Court of Bombay)]
 - a. Suit No. 493 of 2015 and papers and proceeings thereto.
 - M/s Somani & Co Private Limited v. M/s Paramount Apparels Private Limited 9. IT.E Suit No. 79/101 of 2010 (Hon'ble Court of Small Causes at Mumbai)].
 - Suit No. 79/101 of 2010 and papers and proceeings thereto. а
 - M/s Somani & Co Private Limited v. M/s Paramount Apparels Private Limited 10. [T.E Suit No. 80/102 of 2010 (Hon'ble Court of Small Causes at Mumbai)]
 - Suit No. 80/102 of 2010 and papers and proceeings thereto

of the Kami Jast Patrak dated 7^{ங்} July 2018. ractstand Mutation Entries Burean 0分形 Extracts and Mutation Entries for Survey Nos 106/1, 106/2, 107/3,

110/3(p), 111/1 and 111/2, and 112/1(p).

- Property Register Cards D.
- Property Register Card perused for CTS No. 158, 159, 160, 161 and 162 dated 20th 1. August 2019.
- Property Register Card perused for CTS No. 165 dated 26th September 2019. 2.

Annexure "C" (Details of Search Report)

- Indenture of Lease dated 30th November 1957 executed between (i) The Central Bank Executor and Trustee Company Private Limited (ii) Cooverbai Kaikhusroo Dhabar (iii) Frenny Minocher Minocherhomji (nee Frenny Kalkusroo Dhabhar) (iv) Hakimji Edalji Kumanas (Lessors) and Gulam Mohlyuddin Haji Yakub (Lessee) and registered with the Sub-Registrar of Assurances at Bombay under Serial No.80M-380/1958. [The document does not pertain to the said Land]
- Indenture of Conveyance dated 14th April 1960 between Messers Byramjee
 Jeejeebhoy Private Limited (Vendor therein) of the first part and Minocher Dinshawji
 Minocher Homji and Freny Minocher Homji (Purchaser therein) and registered with
 the Sub-Registrar of Assurances at Bombay under Serial No.BOM/5174/1960. [The
 document does not pertain to the said Land]
- Indenture of Conveyance dated 10th September 1962 between Minocher Dinshawji Minocherhomji and Frenny Minocher Minocherhomji (Vendors therein) and Somani & Company Private Limited (Purchaser therein) and registered with the Sub-Registrar of Assurances at Bombay under Serial No. BOM-R/2605/1962
- 4. Indenture of Conveyance 19th April 1961 between Messers By an indexection by Private Limited (Vendor therein) of the first part and Minochet Distribution Minochet Homil and Freny Minocher Homil (Purchasers therein) and registered with the Sub-Registrar of Assurances at Bombay under Serial No. 80%-17326 161. 1776 document does not pertain to the said Land
- 5. Indenture of Lease dated 10th March 1962 between (i) Certifal Bank Executor and Trustee Company Limited, (ii) Cooverbai Kaikhusroo Dhabhas (iii) Freni Minocher Minocher-Homji & (iv) Hakimji Edulji Kumana (Lessors the Bin Anana Sulah Mohiyuddin Haji Yacub (Lessee therein) and registered with the Sub-Registrar of Assurances at Bombay under Serial No. BOM-R/919/1962. [The document does not pertain to the said Land]
- 6. Deed of Declaration dated 7th September 1962 executed between Minocher Dinshaji Minocher Homji, Freny Minocher Homji, Balkrishna (of one part) and Somani & Co Private Limited (of the other part) and registered with the Sub-Registrar of Assurances at Bombay under Serial No. BOM-R/2604/1962. [Copy has not been perused by us]. [The document does not pertain to the said Land]
- 7. Indenture of Mortgage dated 10th September 1962 executed between Somani & Company Private Limited (Mortgagor therein) of one part and Minocher Dinshawjee Minocherhomjee and Frency Minocher Minocherhomjee (Mortgagees therein) of the other part and registered with the Sub-Registrar of Assurances at Bombay under Serial No.BOM-R/2606/1962

Indenture of Conveyance dated 28th October 1963 executed between M

uted between Mrschosephine Cuy

L D'Mello (Vendor therein) and Somani & Company Private Limited (Purchaser therein) and registered with the Sub-Registrar of Assurances at Bombay under Serial No. BOM-R/3079/1963. [The document does not pertain to the said Land]

- 9. Indenture of Mortgage dated 28th October 1963 executed between Somani & Company Private Limited (Mortgagor therein) of the one part and Mrs Josephine L D'Mello (Mortgagees therein) and registered with the Sub-Registrar of Assurances at Bombay under Serial No.BOM-R/3081/1963. [The document does not pertain to the said Land]
- 10. Deed of Conveyance dated 24th March 1964 executed between Gulamhussein Esoofaly Bandukwala (Vendor therein) of the First Part and Bhadrashil Shantilal Doctor (Confirming Party therein) of the Second Part and Cipco Pulverizers Private Limited (Purchasers therein) of the Third Part and registered with the Sub-Register of Assurances under Serial No. 891/1964.[The document does not pertain to the said Land]
- 11. Deed of Mortgage dated 8th September 1965 executed by and between Cipco Pulverizers Private Limited (Mortgagor therein) of One Part and (i) Shardaben Shantilal Doctor (ii) Jaswantial Fulchand Shah (iii) Pankaj Shantilal Doctor (iv) Mrs Kanta Bhadrashil Doctor (Mortgagees therein) of the Other Part and registered with the Sub-Register of Assurances under Serial No. 2788/1966. [The document does not pertain to the said Land]

Deed of Supplemental Agreement dated 20th June 1966 executed between Somani & Company Private Limited (Mortgagor therein) and Minocher Dinshawjee Minocherhomjee and Freny Minocher Minocherhomjee (Mortgagees therein) the learness the Indenture of Mortgage dated 10th September 1962 under Serial 1965 Will 2006/1962 were modified in respect of the property and registered with Company and Property and Register of Assurances at Bombay under Serial No.BOM-R/3535/1966.

Interesting of Conveyance dated 13th June 1967 executed between Byramjee Limited (Vendor therein) and Cooper Conneil & Clifford Limited (Confirming) party therein) and Satyanarayan Khaiatan Private Limited (Purchaser therein) and Satyanarayan Khaiatan Private Limited (Purchaser therein) and Satyanarayan of Assurances at Bombay under Serial No BOM-1964 (14/1967. [The document does not pertain to the said Land]

Indenture of Conveyance dated 30th October 1968 executed between Satyanarayan Khaitan Private Limited (Vendor therein) and Shri Vasantlal Mathuradas (Confirming Party therein) and (i) Kanaiyalal Mangaldas Patel (ii) Babubhai Mangaldas Patel (iii)Ratilal Mangaldas Patel (iv) Mrs Mrudula Mahendra Patel (v) Mrs Ramila Mukund Patel (vi) Miss Devila Kanaiyalal Patel (vii) Miss Karuna Kanaiyalal Patel (viii) Miss Sarla Kanaiyalal Patel (ix)Mathuradas Chhaganilal Mehta (x) Vasantbhai Mathuradas Mehta (xi) Arvind Mathura Das Mehta and (xii) Jawaharlal Narandas Gobadia carrying on business in the name of M/s Patlon Industries (Purchasers therein) and registered with the Sub-Registrar of Assurances at Bombay under Serial No BOM/R/4654/1968. [The document does not pertain to the said Land]

- 15. Deed of Further Charge dated 16th June 1969 executed by and between Nanibai wd/o Shaligram Pandit and (i) Keshavrao Shamrao Talpade (ii) Ujwal Dipak Mankar and registered with the Sub-Registrar of Assurances at Bombay under Serial No. BOM/2364/1970. [The document does not pertain to the said Land]
- 16. Surrender of Lease dated 21st of November 1969 executed between (i) The Central Bank Executor & Trustee Company Limited (ii) Frenny Minoo Minocher Homji (iii) Hakim Idulji Kumana (iv) Gulam Moohiyuddin Haji Yacub to The Central Bank Executor & Trustee Company Limited and registered with the Sub-Registrar of Assurances at Bombay under Serial No. BOM/503/1970. [Copy has not been perused by us] [The document does not pertain to the said Land].
- 17. Indenture of Conveyance dated 6th October, 1971 executed between (a) Blaze D'Mello (b) Mary, widow of Caesar D' Mello (c) Ottle, daughter of Casesar D' Mello (d) Vincent D' Mello (e) Hermone, widow of Joseph D' Mello (f) Sydney, son of Joseph D' mello (g) Pamela, daughter of Joseph D' Mello (h)Mrs. Veronica D'Mello (i)Mrs Edna Perreira (j) Rev Sister Veronica (k) Mrs. Francisca Perreira (Vendors therein) of One Part and Somani & Company Private Limited (Purchaser therein) of the Other Part, and registered with the Sub-Registrar of Assurances at Bombay under Serial No. R/4672/1971. [The document does not pertain to the said Land]
- Deed of Release dated 29th December 1972 executed by between Minocher Dinshawjee Minocherhomji and Freny Minocher Minocherhomjee (Marigagees Parthe One part and Somani & Company Private Limited ("Mortgagors") of the other and registered with the Sub-Registrar of Assurances at Bombay (ukdeen part No.) 2 BOM/6864/1972.
- 19. Indenture of Conveyance, dated 30th December 1972 executed between Somant 8/Company Private Limited (Vendor therein) and Rajni Gandha Co-sperative felousings Society Limited (Purchaser therein) and registered with the Registrar Assurances at Bombay under Serial No. BOM-R/6855/1972. [The document does not periain to the said Land]
- 20. Indenture of Assignment dated 7th May 1973 executed between Central Bank Executor and Trustee Compnay Limited, Freni Minoo Monocherhomji and Hakimji Edalji Kumana (Assignors therein) and (i) Gulam Mustafa Haji Gulam Muhammed (ii) Muhammed Hanif Haji Gulam Muhammed Hanif Haji Gulam Muhammed (Assignees therein) and registered with the Sub-Registrar of Assurances at Bombay under Serial No. BOM-S/731/1973. [The document does not pertain to the said Land]
- 21. Indenture of Conveyance dated 29th December 1973 executed between Somani & Company Private Limited (Vendor therein) of the first Part and Messrs Laxminarain Bhagwanbux (Purchaser therein) of the second Part, and registered with the Sub-Registrar of Assurances at Bombay under Serial No. BOM-S/3327/1973. [The document does not pertain to the said Land]

Indenture of Conveyance dated 31st December 1913 executed by and Between

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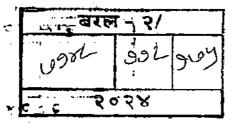
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Somani & Company Private Limited (Vendor therein) of the One Part and Messrs Maheshwari Trading Company (Purchaser therein) of the Other Part, and registered with the Sub-Registrar of Assurances at Bombay under Serial No. BOM-S/3359/1973. [The document does not pertain to the said Land]

- 23. Indenture of Conveyance dated 31st December 1973 executed between Somani & Company Private Limited (Vendor therein) of the One Part and Gopuram Cooperative Housing Society Limited (Purchaser therein) of the Other Part, and registered with the Sub-Registrar of Assurances at Bombay under Serial No. BOM-S/3360/1973. [The document does not pertain to the said Land]
- 24. Indenture of Conveyance dated 31st July 1974 executed between Somani & Company Private Limited (Vendor therein) of the first Part and Messrs Shree Arvind Corporation (Purchaser therein) of the second Part, and registered with the Sub-Registrar of Assurances at Bombay under Serial No. BOM-S/2764/1974, registered on 16th November 1974. [The document does not pertain to the said Land]
- 25. Indenture of Conveyance dated 31st July 1974 executed between the Somani & Company Private Limited (Vendor therein) of the one part and Messrs Vinay Enterprises (Purchaser therein) of the other part and registered with the sub-registrar of assurances at Mumbai under serial no. BOM/S/2763 of 1974. [The document does not pertain to the said Land]
- 26. Indenture of Conveyance dated 14th August, 1974 executed between Somani & Company Private Limited (Vendor therein) of the One Part and Messrs Shree Gopal Corporation (Purchaser therein) of the Other Part, and registered with the Sub-Registrar of Assurances at Bombay under Serial No. BOM-S/2961/1974. [The Independent does not pertain to the said Land]

indenture of Conveyance dated 30th December 1974 executed by between Somani supernoval Erivate Limited (Vendor therein) of the One Part and Messrs Landinarain Briagwanbux (Confirming Party therein) of the Second Part, and Messrs Venkajesi Processors (Purchaser therein) of the Third Part and registered with the South Registrar of Assurances at Bombay under Serial No. BDR-54468-71978 The document does not pertain to the said Landj

- 28. The plane of Reconveyance dated 17th December 1979 executed between Minocher Dinshawjee Minocherhomji and Freny Minocher Minocherhomjee ("Mortgagees") of the One part and Somani & Company Private Limited ("Mortgagor") of the other part, registered with the Sub-Registrar of Assurances at Bombay under Serial No. BOM/888/1980.
- 29. Indenture of Conveyance dated 27th October 1988 executed between Mithalal Dhulchand Jain (Vendor therein) of the One Part and Chataram Kruparam Chaudhari (Purchaser therein) of the Other Part and registered with the Sub-Registrar of Assurances at Bombay under Serial No. PBBJ/3000/1988. [The document does not pertain to the said Land]



- Notice of Lis Pendens dated 2nd June 1989 by Mr. Ramakant Krishna and registered 30. with the Sub-Register of Assurances at Bombay under Serial No. PBBJ/2620/1989. [The document does not pertain to the said Land]
- 31. Indenture of Conveyance dated 4th January, 2012 executed between (1) Mr. Sharad Somani, (2) Mr. Indrakumar Somani, (3) Mr. Suresh Somani, Karta of Suresh Somani HUF, (4) Mr. Sudarshan Somani, (5) Mr. Vishal Somani. (6) Mrs. Manjushree Somani and (7) Mrs. Komal Somani (being the partners of "Messrs Vinay Enterprises") (Vendors therein) of the One Part and Satguru Corporate Services Private Limited (Purchaser therein) of the Other Part, and registered with the Sub-Registrar of Assurances at Bombay under Serial No. 93 of 2012. [The document does not pertain to the said Land?
- indenture of Conveyance dated 4th January, 2012 executed between (a) Mr. Mahesh 32. Somani, karta of Mahesh Somani HUF (b) Mr. Narendra Somani (c) Master Sakel Somani (minor), through his father and natural guardian Mr. Sudarshan Somani (d) Mr. Vishal Somani (e) Mrs Usha Somani (f)Mrs Poonam Somani (g) Mrs Alka Somani carrying on business in Partnership under the name and style of "Messrs Shree Arvind Corporation" (Vendor therein) of the One Part and Satguru Corporate Services Private Limited (Purchaser therein) of the Other Part, ap the Sub-Registrar of Assurances at Bombay under Serial document does not pertain to the said Land)
- Power of Attorney dated 4th January, 2012 executed between (a) 33. Somani, karta of Mahesh Somani HUF (b) Mr. Narendra Somani (c) Master Saket Somani (minor), through his father and natural guardian Mr. Sudar shart Somang (d Mr. Vishal Somani (e) Mrs Usha Somani (f)Mrs Poonam Somani (g) Rous Somani carrying on business in Partnership under the name and the Arvind Corporation" (Grantor therein) in favour of Satguru Corporate Sarvind Limited and registered with the Sub-Registrar of Assurances at Bombay under Serial No. 174/2012. [The document does not pertain to the said Land]
- Indenture of Conveyance dated 4th January, 2012 executed between Messrs 34. Venkalesh Processors through its partner Mahalaxmi Rope Works Limited (Vendor therein) of the One Part and Satguru Corporate Services Private Limited (Purchaser therein) of the Other Part, and registered with the Sub-Registrar of Assurances at Bombay under Serial No. 175/2012. [The document does not pertain to the said Land)
- 35. Power of Attorney dated 4th January, 2012 executed by Mahalaxmi Rope Works Limited being the partner of Messrs Venkatesh Processors (Grantor therein) and registered with the Sub-Registrar of Assurances at Bombay under Serial No. 176/2012. [The document does not pertain to the said Land]

Indenture of Conveyance dated 4th January, 2012 executed between Mr. Vinay Somani, sole proprietor of "Messrs Shree Gopal Corporation" (Vendor therein) of the One Part and Salguru Corporate Services Private Limited (Purchaser therein) of the Other Part, and registered with the Sub-Registrar of Assurances

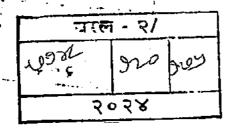
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Serial No. 177 of 2012. [The document does not pertain to the said Land]

- Power of Attorney dated 4th January,2012 executed between Vinay Somani, sole 37. proprietor of "Messrs Gopal Corporations" (Grantor therein) in favour of Satguru Corporate Services Private Limited and registered with the Sub-Registrar of Assurances at Bombay under Serial No. 178/2012. [The document does not pertain to the said Land)
- Indenture of Conveyance dated 4th January, 2012 executed between (a) Mr. Vinay 38. Somani (in his personal capacity) and (b) Mr. Vinay Somani, Karta of Ramchandra Somani HUF carrying on business in Partnership under the name and style of "Messrs Maheshwari Trading Company" (Vendor therein) of the One Part and Satguru Corporate Services Private Limited (Purchaser therein) of the Other Part, and registered with the Sub-Registrar of Assurances at Bombay under Serial No. 179/2012. [The document does not pertain to the said Land]
- Power of Attorney dated 4th January, 2012 executed between (a) Mr. Vinay Somani 39. (in his personal capacity) and (b) Mr. Vinay Someni, Karta of Remchandra Somani HUF carrying on business in Partnership under the name and style of "Messrs Maheshwarl Trading Company" (Grantor therein) in favour of Satguru Corporate Services Private Limited and registered with the Sub-Registrar of Assurances at Bombay under Serial No. BDR-11/180/2012. [The document does not pertain to the said Land]
- Indenture of Conveyance dated 4th January, 2012 executed by and between (a) Mr. 40. Vijay Narain Somani(b) Mr. Suresh Somani(c) Mr. Dushyant Somani(d) Mr. Vishal Somani, Karta of Vishal Somani HUF(e) Mrs Usha Somani(f) Mrs Sarita Somani the Poppain Somani carrying on business in Partnership under the name and Style Sie Wessrs Laxminarain Bhagwan Bux* (Vendor therein) of the One Part and Sarguin) Consorate Services Private Limited (Purchaser) of the Other Part, and Sarguin the Sub-Registrar of Assurances at Bombay under Serial No. 12012 (The document does not pertain to the said Land)

Power of Altoney dated 4th January, 2012 executed by, (a) Mr. Vijaynarain Somani, (b) Mr. Vijaynarain Somani, (c) Mr. Dushyant Somani, (d) Mr. Vishal Somani, Karta of Wishar விற்று and HUF, (e) Mrs. Usha Somani, (f) Mrs. Sarita Somani and (g) Mrs. Somani carrying on business in Partnership under the name and style of "Messrs Laxminarain Bhagwanbux" ("the First Grantors") and Somani & Company Private Limited ("the Second Grantor") in favour of (1) Satguru Corporate Services Private Limited and registered with the Sub-Registrar of Assurances at Bombay under Serial No. 182/2012. [The document does not perfain to the said Land]

Power of Attorney dated 4th January, 2012 executed between (1) Mr. Sharad 42. Somani, (2) Mr. Indrakumar Somani, (3) Mr. Suresh Somani, Karta of Suresh Somani HUF, (4) Mr. Sudarshan Somani, (5) Mr. Vishal Somani, (6) Mrs. Manjushree Somani and (7) Mrs. Komal Somani ("the Grantors") in favour of Satguru Corporate Services Private Limited and registered with the Sub-Registrar of Assurances at Bombay under Serial No. 183/2012. [The document does not pertain to the said Land]

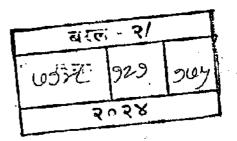


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43. Deed of Confirmation dated 2nd June 2015, executed between Somani and Company Private Limited (Transferor Company therein) of first part and Satguru Corporate Services Private Limited (therein referred to as (Transferee Company therein) of the second part and registered with the Sub-Registrar of Assurances at Bombay under Serial No. 4894/2015.





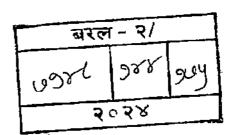




CUSTOMER GUIDELINES

Sunteck Residential Projects SunteckCity,4th Avenue,Goregaon





This document is been shared with the prospective tenants and customers of residential space within Sunteck Project. This document acts like a design guideline for the prospective customers or tenant to develop their premise within Sunteck Project. Additionally, this document intends to make the user acquainted to the various green building features executed in the building.

DISCLAIMER:

This document is a design guideline; and a consensus based execution will ensure both tangible and intangible benefits in the long run to the end-user and the developer.

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* INTRODUCTION TO GREEN BUILDING *

WHAT IS A GREEN BUILDING?

Green building also known as sustainable building refers to both a structure and the using of processes that are environmentally responsible and resource-efficient throughout a building's life-cycle: from drawing board conception to design, construction, operation, maintenance, renovation, and demolition.¹

WHAT IS EDGE – GREEN BUILDING RATING SYSTEM?

EDGE is a green buildings platform that includes a global green building standard, a software application, and a certification program. The platform is intended for anyone who is interested in the design of a green building. EDGE empowers the discovery of technical solutions at the early design stage to reduce operational expenses and environmental impact. EDGE can be used to certify buildings at any stage of their life cycle; this includes buildings in concept or design stage, new construction, existing buildings, and renovations. EDGE is an innovation of IFC, a sister organization of the World Bank and member of the World Bank Group.

The EDGE standard focuses on resource efficiency from a local baseline



the rating system there are mandatory credits and optional credits. It is paramount to show not require manual credits to receive any level of rating. Optional credits are selected with to the project scenario and feasibility of implementation.

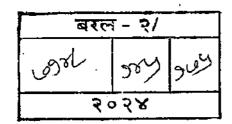
* ADVANTAGES TO THE CUSTOMER *

. ADVANTAGES DUE TO CURRENT RATING

The customer who shall own / rent a space in Sunteck's Residential building will have the following advantages coming their way. The current rating system recognizes the Developers' initiatives towards maintaining sustainability and accounts for the customers Sustainability Initiatives and Efforts. Every customer in the Sunteck's Residential building can consider showing compliance to the initiatives as per the rating systems.

Tanglble Advantages 大学	Managible Advantages
Savings in Annual Energy Bills by at least 20% (including	Sense of doing your bit towards
Lighting savings)	environment
Savings in Annual Water Consumption by at least 20%	Better returns during resale

¹ https://en.wikipedia.org/wlkl/Green_building



Customer Guidelines for Sunteck Residential Projects

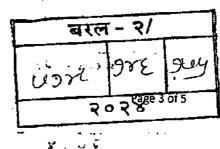
Customer Guideline Highlights.

- 1. All interior lights procured for installation to be LED with lumen output of 100 L/W (lumens per watt);
- All Appliances like refrigerators, washing machines, Air- conditioners, etc. to be minimum BEE 4 or BEE 5 star rated;
- 3. All Ceiling fans installed to be BEE 4 or BEE 5 star rated.

During Renovation:

- 1. Window glazing properties to be maintained as:
 - 10mm clear HS glass
 - U Value-5.6 W/Sq Mk
 - SHGC-0.82
 - VLT-88%
 - II. 11.52mm Laminate (5mm clear HS + 1.52Laminate + 5mm clear HS)
 - U Value-5.3 W/Sq Mk
 - SHGC-0.0.76
 - VLT-88%
 - III. 24mm DGU (6mm clear HS +12mm AG + 6mm clear HS)
 - U Value-2.8 W/Sq Mk
 - SHGC-0.76
 - VLT-80%
- 2. Showerheads of flow rate 6 LPM at 3 bar pressure to be installed.
- All faucets (Kitchen faucet, bathrooms faucet, washbasin faucet, trate 3.8 LPM at 3 bar pressure to be installed.
- 4. Water closets with dual flush valve of 6-3 LPF to be installed.
- 5. Floor finish installed to be of vitrified tiles with thickness less than 12 mm.
- In case any type of civil work is executed during renovation, all internal walls to be constructed
 of brick masonry or bricks with fly ash content (maximum 100 mm thickness).
- 7. All window frames to be made of aluminium or UPVC material.
- 8. All exterior lights procured for installation to be LED with lumen output of 100 L/W (lumens per watt).





GUIDELINES FOR THE DEVELOPMENT OF CUSTOMER'S SPACES

SPACE PLANNING

The customer should plan the interior space considering the following points:

- 1. The regularly occupied spaces should utilize maximum available daylight and have unhindered exterior views.
- 2. Interior plants can be planted / positioned in the residential areas. The customer are encouraged to select plants from the following list. The following plant species are proven to enhance the indoor environmental quality and hence the quality of space. The customer is encouraged to have at least one plant in every 100 sq.ft. of carpet area of regularly occupied space of their premise. Selecting plant species from the following list also ensures good Indoor air quality to the customer.

https://balconygardenweb.com/jow-maintenance-indoor-plant-names-with-pictures/

MATERIAL SELECTION

The buyer is encouraged to use material with High Recycled Content and such that it is sourced from within 500 kms from their project site. The finishes used in the project should be with low VOC content.

Civil Materials

Civil material like cement, block work, plaster, tiles, gypsum board, etc. should have high recycled content and be sourced from within 500 kms of the project site.

Paints, Adhesives and Sealants:

In order to reduce or minimize exposure of residents to high volatile organic contents (VOCs) released through the paints, varnishes and polishes, as well as through various types of sealants asset in the verticential interior work the owner is expected to adhere to the LOW VOC materials

RENEDATION AND REINSTALLATION

shaper should abide by the following instructions while renovating their premise internally:

The external anyelope and the materials used there in cannot be changed or tampered with;

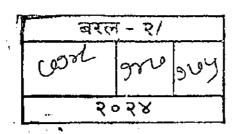
All the civilinaterial that the owner intends to install within their premise should be confirmed

BATHER Eloper. This material should be as per the guidelines established by the developer.

Mandatory compliances like water efficient fixtures, installation of light fixtures (100 Lm/W) to maintain internal Lighting Power Density (LPD), etc. should be confirmed by the developer.

WÄTER CONSERVATION

Water conservation and installation of water efficient fixtures is mandatory for all users. The end user should install water fixtures such that they ensure at least 20% savings over EDGE established baselines or minimum flow rates. It is mandatory to install water closets and faucets with allowable flow rates per use as mentioned in the table below.



Page 4 of 5

Customer Guidelines for Sunteck Residential Projects

Type of Flush / Water Flxtures:	Allowable Fixture flow rate
Water Closets	3/6 LPF
Wash basin Faucets/Kitchen sink	3.8 LPM
Health Faucets	3.8 LPM
Shower	6 LPM

In case the customer want to install water fixtures within their own premise, in addition to those present in the core, they will have to abide by the above guidelines too.

UGHTING

Lighting contributes to almost 30% of energy consumption. Harvesting daylight can positively reduce dependence on artificial lighting, thus ensuring energy efficiency and savings. The floor plate of Sunteck residential project has been designed to harness daylight to its best. If the buyer wants to continue reaping these benefits; they must undertake the following points while designing their internal premise.

1. Lighting Efficiency

It is mandatory to install efficient lighting fixtures at all locations within the homes and the recommended internal lighting power densities (LPD) in W/m2 shall be at least 30% less than the benchmark as mentioned under. The reduced LPD should not create deficiencies in the illumination of the space as it will hinder the anticipated function of the space.

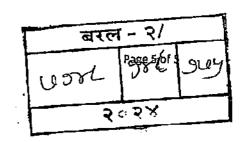
Lighting intResidentially	Internal Lighting A Prower Density 3: (LPD) AW/m2 7:	Luminous Efficacy Lumens/Watt	Recommended Extures 3
Living room and bedrooms	2.8 W/sq.m	100 L/W	BEE 4 star rated / LED fixtures.

SOLID WASTE MANAGEMENT

- Separate containers for dry and wet waste should be kept in the kitchen. Keep one bag for dry
 waste collection and another bag for another household for waste collection.
- Dispose of wet waste out of the home daily. Do not mix dry waste with any other waste
- 3. Diapers and sanitary waste should be wrapped in newspaper with a red crass gr
- Store and send dry waste out of the home, once a week or as per the instru Society.
- 5. The project has provided a central waste segregation area within the project has provided a central waste segregation area within the project to dry waste in to following types of wastes: plastic, paper, metal, glass, e-waste, we
- 6. Keep a paper bag and use it to dispose of sanitary waste.
- Razor/blades can be collected in a transparent jar so that it is visible to the buseken.
- 8. Use Eco-friendly products with a recycling mark on it.

LIST OF ABBREVIATIONS

- EDGE- Excellence in Design for Greater Efficiency.
- AHU Air Handling Unit.
- VAV Variable Air Volume.
- GBCI- Green Business certification INC.



401/1689

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Original/Duplicate

Tuesday.February 08 .2022

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भावती ह.: 1839 - दिनाक, 08/02/2022

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दस्नगंबनानाः प्रकार , कुलम्खर्यारपत्र

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बाजार गुल्यः क.1 /-मोबदला क.0/-

भग्लेले मुद्राक शुल्क : ४. 500/-

सह. दुय्यम निबंधक, अंधेरी का. ४, मुंबई उपनगर जिल्हा.

1) देखकाचा प्रकार: DHC रहाम: र.400/-

डीडी/धनादेश/पे ऑर्डर क्रमांच: 0802202215754 दिनाच: 08/02/2022

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2) देवकाचा प्रकार: eChallan रक्कम: रु.100/-

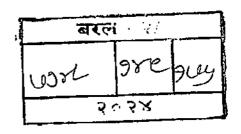
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REGISTERD ORIGINAL DOCUMENT DELIVERED ON ___ 9 FEB 2022





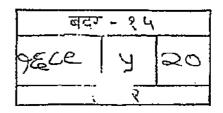


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SPECIFIC POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME

We, Satguru Corporate Services Pvt. Ltd., a company incorporated under The Companies Act, 1956, having our address at 5th floor, Sunteck Centre, 37-40, Subhash Road, Vile. Parle (East), Mumbai – 400 057 represented through our Authorized Representatives 1. Vinit Kunder 2. Laxmi Waghela, 3. Santosh Shetty, 4. Maria Avittampilly 5. Rekha More and 6. Mitibha Bagra, hereby grant these presents through this Specific Power.of Attorney in the manner stated herein below:-

WHEREAS we are carrying out business of selling and licensing the residential units / premises in our buildings pertaining to our real estate projects namely '4th vegeties's nated at Ram Mandir Road, Goregaon (West), Mumbai ("the said Project") and robe particularly described in the Schedule hereunder written being described by our company and we have been issuing Board Resolution/s from time in about of our employees, consultants, authorized representatives etc. atthorizing them to sign and execute the Agreement for Sale, Sale Deed, Leave's Lineas Agreement(s), Supplemental Agreement/s, amendment Deed of Rectification, Deed of Confirmation, Cancellation Agreement, Cancellation Deed, Exchange of Property Agreement and/or documents required from time to time in respect of the Project (hereinafter referred

And WHEREAS our directors, employees, consultants etc. are constantly preoccupied with other functions of their respective departments, pertaining to sales,
dustomer relationship management, legal etc., it is very difficult to execute and
attend registration of the said Agreement(s) from time to time.

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taga "said Apreement(s)".

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Cl AND WHEREAS we have currently issued Board Resolution dated 17th January. 2022 (hereinafter referred to as "said Board Resolution") wherein the names of the क्षाविकांट्रed representatives for the limited and specific purpose of signing and admit execution of the said Agreement(s) for the said Project are listed and identified, for and The copy of the certified extract of the aforesaid Board Resolution:dated 17th January, 2022 is annexed hereto and marked as "Annexure A". The list of authorized representatives, who have been authorized for the limited purpose of execution of the said Agreement(s) are hereinafter referred to as "said Authorised Representatives". However, since due to their pre-occupation/s the said Authorised Representatives are unable to attend the registration of the said Agreement(s) and are desirous to nominate, constitute and appoint and authorize 1. SANJAY GANESH YADAV adult India inhabitant, residing at 33/103, Chandresh Accord, Silver Park, Near Sai baba Mandir, Mira Raod (E) 401107, 2. SATISH KUMAR S. JOGDAND adult India inhabitant, residing at 146/9, BMC plot, Abasaheb Shinde Marg, OPP A/75, MIG Shastri Nagar, Bangta (E) Mombal 400 051, AND 3. VARAD SANJAY SHINDE adult India Inhabitari, residing at Pio (மீத்ர, Sai Ananda Bunglow, Opp Thane Eye care Hospital. Yashodhan, Nagar Thane (No + 400 606 as their constituted attorneys (hereinafter referred to as the "said Attorney(s)") of our Company for the limited purpose of executing and for representing our Company before the registration appreciation the purpose of undertaking the Registration of the said Agreements for on or behalf of our Company.

NOW KNOW ALL THESE PRESENTS UNDER THIS SPECIET ATTORNEY WITNESSETH THAT:-

1. Due to the various pre-occupations of our director(s) and 1. VINIT-KUNDER 2. LAXMI WAGHELA, 3. SANTOSH SHETTY, 4. MARIA AVITTAMPILLY 5. REKHA MORE AND 6. MITIBHA BAGRA, the said Authorised Representative/s hereby nominate, appoint and authorize 1. SANJAY GANESH YADAV 2, SATISH KUMAR S. JOGDAND3. VARAD SANJAY SHINDE as our true and lawful attorneys (hereinafter referred to as "the said Attorney"), to do all or any of the acts, deeds, matters and things for the specific purpose of exceuting and attending to registrations, registering the Agreement for Sale, Sale Deed, Leave & License Agreement(s), Supplemental Agreement/s, amendment agreements. Deed of Rectification, Deed of Confirmation, Cancellation Agreement, Cancellation Deed, Exchange of Property Agreement and/or documents required from time to time in respect of the Project ("the said Agreement(s)"), and representing our Company before the registration authorities in Mumbai and State of Marierashtras in respect of the said Agreement(s) from time to time after the said Agreement(s) have been executed by anyone of the Execution Representatives under the

Board Resolution (Annexure "A

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बदर - १५ ९६८९ प २० our Company and/or on behalf of

2. The said Attorney(s) shall for and on behalf of our Company and/or on behalf of our Authorised Representatives be entitled to represent, remain-present and admit execution before the registration authorities, undertake such deeds and to present and lodge for registration and admit execution in the office of the sub-registrar of Assurances/Sub-Registration Authorities in Mumbai, Thane, Palghar or any other registering authorities appointed in Maharashtra under the Indian Registration Act for the time being in force having the jurisdiction in relation to registration of the said Agreements for the said Project, which have been already executed by one of the said Authorised Representatives specified and identified under the said Board Resolution (Annexure A).

12

3. The said Attorneys shall for and on behalf of our Company be entitled to execute and register and also complete the registration of all the said Agreement(s) in respect of our Company which have been already executed by our said Authorised Representative(s) in the manner stated above and assistated under the said Board Resolution and accordingly, this Power of Attorney shall be in limited purpose of registering the said Agreement(s) for the said Registration Act or any other similar enactments, that substitute of amend the Indian Registration Act.

4. The said Attorneys shall be authorized for and on behalf of our Company to deal with and correspond with and represent the Company before any Government body or bank or any local authorities and other statutory bodies and authorities if programment to obtain any consent, permissions or approvals if so required and for the purpose to sign all papers, applications, forms, declarations, undertaking, tegistrated. As fear from time to time be required by the concerned registration (authorities from time to time for undertaking or doing or completing the process of the said Agreement(s).

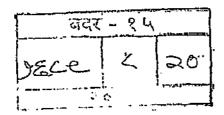
other acts, which are required to be done in order to undertake, do and complete the registration of the said Agreement(s).

6. This being a Specific Power of Attorney, our Company may at any time revoke and cancel the same, forthwith, by issuing a written notice to the said Attorneys and in such an event the Attorneys shall not continue to be the Attorneys and all his/her/their rights hereunder shall stand forthwith extinguished.

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THE SCHEDULE HEREINABOVE REFERRED TO:

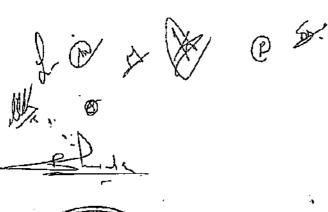
ALL THOSE pieces or parcels of land or ground together with structures standing thereon bearing Survey Nos. 111/1(p) corresponding to CTS Nos. 158. 15". 160, 161 (p), 162 (p). 165(p) admeasuring about 9011.01 sq. mtrs. situate, lying and being at Village Goregaon. Taluka Borivali. Mumbai Suburban District, and bounded as follows that is to say.

Towards North: Proposed 25.00 mtr. Wide Road,

Towards South: CTS NOS. 169A,

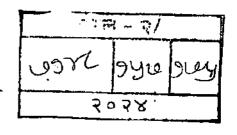
Towards West: Existing 25.00 mtr. Wide Road; and

Towards East : CTS NOS. 169A/I.









SATGURU GORPORATE SERVICES PVT. LTD. Sunteck

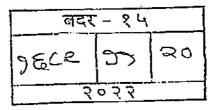
5th Floor, Sunteck Contr

Subhash Road, Vite Parte (East), Mumbai 400 057 Tet 🔸 91 22 4287 7800 Fax 🕠 91 22 4287 7890

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF DIRECTORS, OF SATGURU CORPORATE SERVICES PVT. LTD. IN THEIR MEETING HELD ON MONDAY, 17th JANUARY, 2022 AT 11.00 A.M. AT 5th FLOOR, SUNTECK CENTRE, 37-40 SUBHASH ROAD, VILE PARLE (EAST), MUMBAI-400057

"RESOLVED THAT in supersession to the earlier resolution passed in this behalf, any one of the below mentioned Authorized Representatives of the Company be and are hereby severally authorized to sign and execute all agreements including Agreement for Sale, Sale Deed, Supplemental Agreement, Deed of Cancellation, Deed of Rectification, Amendment Agreement, documents, deeds and writings as may be required, pertaining to the sale of flats / units within "4th Avenue Sunteck City" situated at ODC, Goregaon and take such action as may be further necessary in this regard:

- 1. Vinit Kunder, Authorized Representative
- 2. Laxmi Waghela, Authorized Representative
- 3. Santosh Spetty, Authorized Representative
- 4. Maria Avittampilly, Authorized Representative
- 5. Rekha More, Authorized Representative and
- 6. Mitibha Bagra, Authorised Representative



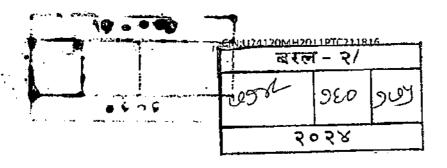
RESOLVED FURTHER THAT any one of the above mentioned Authorized Representatives of the Company be and arc hereby severally authorized to represent, present, lodge and register all Agreements including Agreement for Sale, Sale Deed, Supplem https:// Amendment Agreement, Deed of Cancellation, Deed of Rectification, documents decide and reference pertaining to the sale of flats / units within "4th Avenue Sunters Experiments of the coregion and other related documents if required and undertake ally acis highlighted and registration of governors in favor of any other persones and to decide a such acts as may be required in the concerned Sub-Registrar of Assurances and also will all or Local authorities and to deall access and things and take such action as fraging for further necessary to give effect to the solution."

Certified to be treating for Salgaru Corporate Sarying Prin

Private Limited

Manoj Agarwal
Director (DIN: 01982024)

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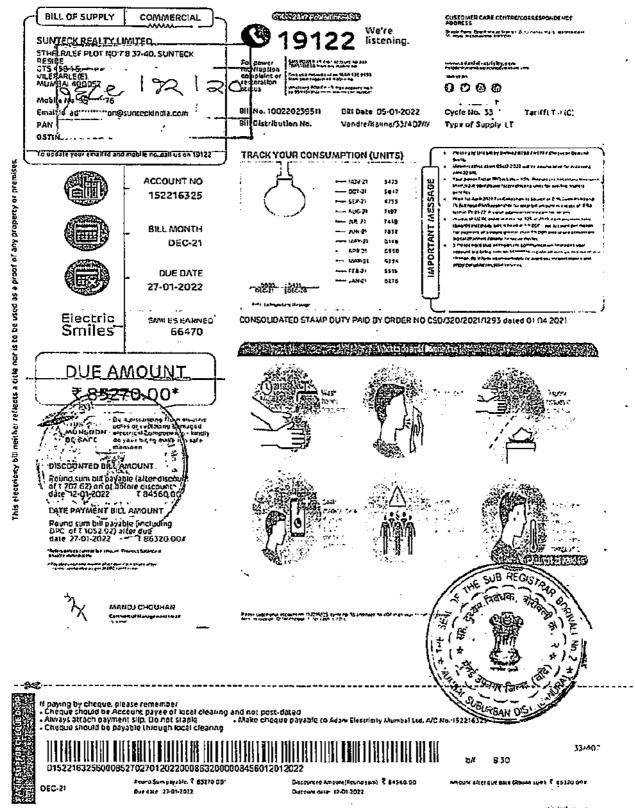
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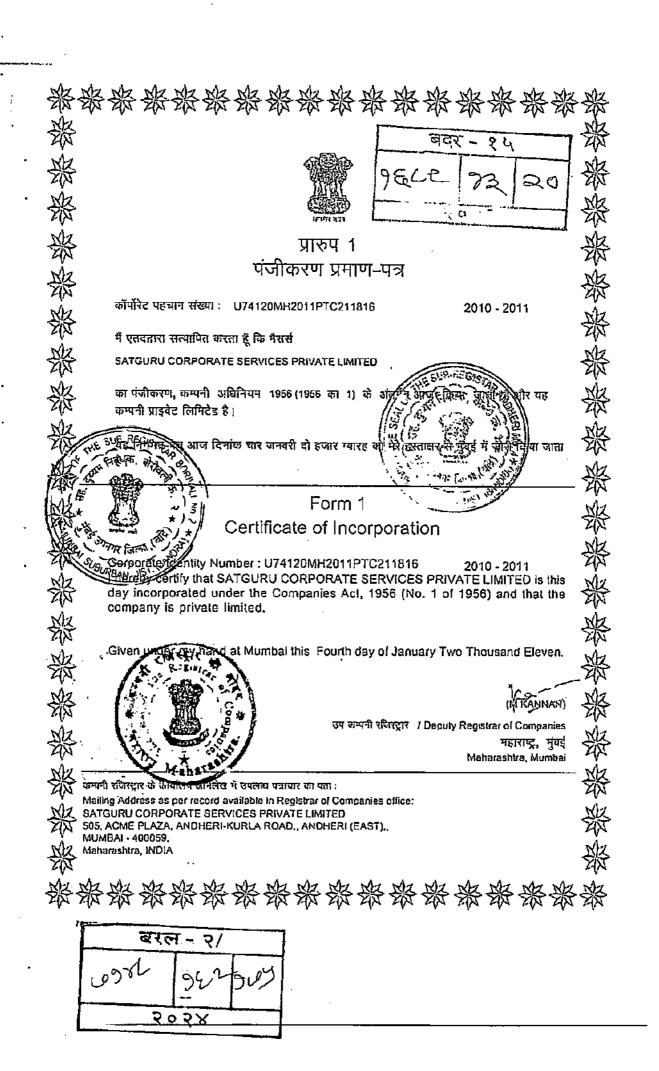


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SATGURU CORPORATE SERVICES PVT. LTD. Sunteck's

5th Floor, Sunteck Centre, 37-40 Subhash Road, Vila Parle (East), Mumbai 400 057. Tol : + 91 22 4287 7800 Fax -+ 91 22 4287 7890

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF DIRECTORS OF SATGURU CORPORATE SERVICES PVT. LTD. IN THEIR MEETING HELD ON MONDAY, 17th JANUARY, 2022 AT 11.00 A.M. AT 5th FLOOR, SUNTECK CENTRE, 37-40 SUBHASH ROAD, VILE PARLE (EAST), MUMBAI-400057

"RESOLVED THAT in supersession to the earlier resolution passed in this behalf, any one of the below mentioned Authorized Representatives of the Company be and are hereby severally authorized to sign and execute all agreements including Agreement for Sale, Sale Deed, Supplemental Agreement, Deed of Cancellation, Deed of Rectification, Amendment Agreement, documents, deeds and writings as may be required, pertaining to the sale of flats / units within "4th Avenue Sunteck City" situated at ODC, Goregaon and take such action as may be further necessary in this regard:

- 1. Vinit Kunder, Authorized Representative
- 2. Laxmi Waghela, Authorized Representative
- 3. Santosh Shetty, Authorized Representative
- 4. Maria Avittampilly, Authorized Representative
- 5. Rekha More, Authorized Representative and
- Mitibha Bagra, Authorised Representative

RESOLVED FURTHER THAT any one of the above mentioned Authorized Expenditives of the Company be and are hereby severally authorized to represent, present, lodge and register all Agreements including Agreement for Sale, Sale Deed, Supplemental Agreement, Amendment Agreement, Deed of Cancellation, Deed of Rectification, documents, deeds and writings executed pertaining to the sale of flats / units within "4th Avenue Sunteck City" situated at ODC, Goregaon and other related documents if required and undertake any acts including execution and registration of Power of Attorney in favor of any other person(s) and to do all such acts as may be required in the office of the concerned Sub-Registrar of Assurances and also with other Local authorities and to do all acts, deeds and things and take such action as may be further necessary to give effect to this resolution."

Certified to be true
For Satguru Corporate Services Private Limited

Manoj Agarwal

Director (DIN: 01982024)



बरल - २/ ८८ १८ १८ १८ १८ १८ १८ २०२४