

369/25160

Friday, December 27, 2024

5:20 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 28601 दिनांक: 27/12/2024

गावाचे नाव: हरियाली

दस्तावेजाचा अनुक्रमांक: करल-1-25160-2024

दस्तावेजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: तेजस प्रदीप केरकर

नोंदणी फी

₹. 30000.00

दस्त हाताळणी फी

₹. 1900.00

पृष्ठांची संख्या: 95

DELIVERED

एकूण:

₹. 31900.00

आपला मूळ दस्त, संबंधित प्रिंट, सूची-२ अंदाजे
5:37 PM ह्या वेळेस मिळेल.

डु. निबंधक कुर्ता 1

बाजार मूल्य: ₹. 5871568.56 /-

मोबदला ₹. 6500000/-

भरलेले मुद्रांक शुल्क: ₹. 3900000/-

सह. दुध्यम निबंधक
कुर्ता-१ (वर्ग-२)

1) देयकाचा प्रकार: DHC रकम: ₹. 1900/-

टीडी/धनादेश/पे ऑर्डर क्रमांक: 1224273818241 दिनांक: 27/12/2024

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रकम: ₹. 30000/-

टीडी/धनादेश/पे ऑर्डर क्रमांक: MH013289887202425E दिनांक: 27/12/2024

बँकेचे नाव व पत्ता:

फिरक्या

मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)					
Valuation ID	2024122710435				27 December 2024, 05:11:43 PM करल
मूल्यांकनाचे वर्ष	2024				
जिल्हा	मुंबई (उपनगर)				
मूल्य विभाग	112-हरियाली - कुर्ली				
उप मूल्य विभाग	भुभाग, उत्तरेस गावाची सीमा, पूर्वेस हुतगती मार्ग, दक्षिणेस गावाची सीमा व पश्चिमेस मध्य रेल्वे				
सर्व्हे नंबर / व. भू क्रमांक :	सि टी एस. नंबर 8351				
वार्षिक मूल्य दर लक्ष्यानुसार मूल्यदर रु.	खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक
	58490	135960	156350	169950	135960
मोजमापनाचे एकक	घोरस मीटर				
बांधीव क्षेत्राची माहिती					
बांधकाम क्षेत्र (Built Up)-	39.26 घोरस मीटर	मिळकतीचा वापर.	निवासी सदनिका	मिळकतीचा प्रकार.	बांधीव
बांधकामाचे वर्गीकरण.	1-आर सी सी	मिळकतीचे वय.	0 TO 20 वर्ष	बांधकामाचा दर .	Rs.30250/-
उद्घाटन सुविधा.	आहे	मजला .	11th floor To 20th floor		
रस्ता संपुष्ट .					
Sale Type - First Sale					
Sale/Resale of built up Property constructed after circular dt.02/01/2018					
मजला निहाय घट/वाढ	= 110% apply to rate= Rs.149556/-				
घसा.यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर	= (((149556-58490) * (100 / 100)) + 58490) = Rs.149556/-				
A) मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र = 149556 * 39.26 = Rs.5871568.56/-				
Applicable Rules	= ,10.4				
एकत्रित अंतिम मूल्य	= मुख्य मिळकतीचे मूल्य + लजघराचे मूल्य + मेडिनिटन मजला क्षेत्र मूल्य + लगतच्या गाभीचे मूल्य + वरील गाभीचे मूल्य + बांदित वाहन लक्षाचे मूल्य + खुल्या जमिनीवरील वाहन लक्षाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + बांदित बाजारपेठा + मेकॅनिकल वाहनपार्क = A + B + C + D + E + F + G + H + I + J = 5871568.56 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 = Rs.5871568.56/-				

Home

Print



वह. दुय्यम निबंधक
कुर्ली-१ (वर्ग-२)



CHALLAN
MTR Form Number-6



GRN	MH013289887202425E	BARCODE			Date	27/12/2024-13:47:29	Form ID	25.2	
Department Inspector General Of Registration				Payer Details					
Stamp Duty				TAX ID / TAN (If Any)					
Type of Payment				PAN No.(If Applicable)					
Office Name KRL1_JT SUB REGISTRAR KURLA NO 1				Full Name		ADITYARAJ INFRA			
Location MUMBAI									
Year 2024-2025 One Time				Flat/Block No.		FLAT NO.1205,BLDG NO.26			
Account Head Details			Amount In Rs.		Premises/Building				
0030045501 Stamp Duty			390000.00		Road/Street		TAGORE NAGAR,VIKHROLI EAST		
0030063301 Registration Fee			30000.00		Area/Locality		MUMBAI		
					Town/City/District				
					PIN		4000083		
					Remarks (If Any)				
					SecondPartyName=TEJAS PRADEEP KERKAR AND OTHER-				
					Amount In		Four Lakh Two Thousand and Rupees,Only		
Total			4,20,000.00		Words				
Payment Details STATE BANK OF INDIA				FOR USE IN RECEIVING BANK					
Cheque/DD Details				Bank CIN		Ref. No.		00040572024122789450	IKDOBFBYL2
Cheque/DD No.				Bank Date		RBI Date		27/12/2024-13:24:49	Not Verified with RBI
Name of Bank				Bank-Branch		STATE BANK OF INDIA			
Name of Branch				Scroll No. , Date		Not Verified with Scroll			

Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
छादर घाटन कोषद दुपयल निवयक कायलियाद नोदणी कायलियाद दयलयादी रजु अदी. नोदणी न कायलियाद दयलयादी रजु अदी. छादर घाटन रजु अदी.

Mobile No. : 9967098109



AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") is executed at Mumbai on this 27th day of Dec, 2024,

BY AND BETWEEN

M/S ADITYARAJ INFRA PAN NO. ABMFA9638B., a Partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at **Shop No. 9, Building No. 106 Kambodhi CHS LTD, Tilak Nagar, Behind Hanuman Temple, Chembur, Mumbai - 400 071.**, represented by its Authorized Partners **Mr. Manoj G. Khushalani and Mr. Naresh G. Jumanl and Mr. Rohit Gul Vatiani** hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors - in-interest, executors, administrators and permitted assignees, including those of the respective partners),

AND

1. **Tejas Pradeep Kerkar**, Aadhar No - 2650 2122 9052, PAN No - JYMPK6499A Age 22 Years;

an Indian Inhabitant(s), presently residing at **V-5/9, Vidyanagar Society, Khalai Village, Vidyavihar West, Mumbai 400086.** (Hereinafter collectively referred to as the "Purchaser", which expression shall unless it be repugnant to the context or meaning thereof mean and be deemed to include his respective heirs, executors, administrators and permitted assigns) of the **OTHER PART.**

The "Promoter" and "Purchaser" are hereinafter collectively referred to as the "Parties" or individually as a "Party."

WHEREAS:

- A. Prior to December 1977, the Maharashtra Housing Board [Formerly the Bombay Housing Board (B.H.B.)] a statutory body constituted under the Maharashtra Housing Board Act, 1948 (BOM.LXIX of 1948) (hereinafter referred to as the "Board") was the owner of and or well and sufficiently entitled to a large tract of lands situated at Vikhroli (East), Mumbai.
- B. The Board stood dissolved pursuant to the constitution of the Maharashtra Housing and Area Development Authority, a statutory corporation constituted under the Maharashtra Housing and Area Development Act, 1976 (Maharashtra XXVIII of 1977) ("said Act") having its office at Griha Nirman Bhavan, Kalanagar, Bandra (East), Mumbai - 400 051 (hereinafter referred to "MHADA" or "Authority"), duly constituted with effect from the 5th December, 1977 under Government Notification No. ARD-1077 (1)/desk - 44, dated 5th December, 1977, of the Public Works and Housing Department, Government of Maharashtra, by operation of Section 15 of the said Act.
- C. Under clauses (a) and (b) of Section 189 of the said Act, all the property rights, liabilities and obligations of the said dissolved Board including those arising

under agreement or contract became the property, rights, liabilities and obligations of MHADA		
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The Board was, inter alia, possessed of or otherwise well and sufficiently entitled to a piece or parcel of land bearing Survey No. 113, [part], City Survey No. 351 [part] admeasuring 840 square meters as part of the Board's larger lands at Tagore nagar, Vikhroli (East), Mumbai - 400 083 and more particularly described in the **First Schedule** hereunder written (hereinafter referred to as "**the said land**") and Building No. 26 standing thereon consisting of 32 tenants (hereinafter referred to as "**the said building**").

E. All the purchasers/Purchasers of tenants in the said building No. 26 formed and got registered a Co-operative Housing Society Ltd. in the name of "**Tagore Nagar Shanti Sadan C. H. S. Ltd.,**" under the Maharashtra Co-Operative Societies Act, 1960 bearing Registration No. B.O.M (W.N) /H.S.G. 8030 year 1983 dated 11th July 1983, and having their registered office at Building No. 26, Tagore Nagar, Vikhroli (E), Mumbai-400 083. (Hereinafter referred to as "**the Society**").

F. By and under the Indenture of Lease dated 26th February 2020, made between Maharashtra Housing and Area Development Authority (MHADA), as the Lessor of the One Part and **Tagore Nagar Shanti Sadan C. H. S. Ltd.,** (Society) as the Lessee of the Other Part, registered with the Sub-Registrar, Kurla, Mumbai, under Sr. No. KRL-1/2573/20, the said land together with right in and over the same was leased by MHADA to the Society for a term of 99 years commencing from 12-02-2020 in consideration of the lease rent payable by the Society as therein mentioned and on the terms and conditions set out therein.



By and under the Deed of Sale dated 26th February 2020, made between Maharashtra Housing and Area Development Authority (MHADA) as the Vendor of the One Part and "**Tagore Nagar Shanti Sadan C. H. S. Ltd.,**" as the Purchaser of the Other Part, registered with the Sub-Registrar, Bandra, Mumbai, under Sr. No. KRL-1/2574/2020, the said building No. 26 consisting of 32 tenants constructed on the said land was sold and conveyed by MHADA to the Society for the consideration and on the terms and conditions set out therein and the names of Purchasers of 32 tenants in the said building being 32 Society members, were listed in Schedule II thereto.

H. Accordingly, **Tagore Nagar Shanti Sadan C. H. S. Ltd.,** (hereinafter referred to as "**the Society**") became the lessee of the said land bearing Survey No. 113, [part], City Survey No. 351 [part] at Tagore Nagar, Vikhroli (E), Mumbai-400 083. and the owner of the building No. 26 standing thereon and 32 tenants in the said building were allotted to the then members of the Society (the said Land together with the said building are hereinafter collectively referred to as the "**said Property**").

Di *[Signature]* *[Signature]* *[Signature]*

1. The said building being old and in dilapidated condition, the Society invited offers for redevelopment of the said Property.

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- J. After negotiations, meetings and discussions held by and between the Society and Promoter, the Society, in pursuance of the resolutions passed at the Extra Ordinary General Meeting of the members of the Society held on **7th December 2017** vide its letter dated **9th December 2017** appointed the Promoter as developer for redevelopment of the said Property and the said Promoter vide its letter dated **9th December 2017**, addressed to the Society, accepted their appointment as developers for carrying out redevelopment of the said Property by demolition of the said building and construction of new building on the said land on the terms and conditions contained therein.

- K. By and under the Development Agreement dated **9th September 2020** made between the Society viz. **"Tagore Nagar Shanti Sadan C. H. S. Ltd.,"** and **M/S ADITYARAJ INFRA** (Promoter herein) as the Developer, registered with Sub Registrar, **Kurla 1** under Sr. No. **KRL 4 - 6963 - 2020** (hereinafter referred to as **"the Development Agreement"**), the Society has granted the development rights for redevelopment of the said Property to the Promoter on the terms and conditions contained therein.

- L. Pursuant to the said Development Agreement, the Society has executed a Power of Attorney dated **9th September 2020**, in favour of the Promoter and its partners, registered with the Sub Registrar **Kurla 1** under sr no. **KRL 4 - 6964 - 2020** to enable the Promoter to take necessary steps for redevelopment of the said property.

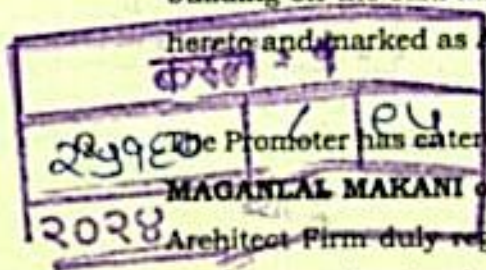
- M. As set out in the Development Agreement, the Promoter shall allot **32 Flats** each admeasuring **509 Carpet Area** in the new building to be constructed on the said land to the members of the Society named in Schedule II thereto and the Promoter is free to sell the remaining Flats along with parking areas in the new building (hereinafter referred to as **"Promoter Allocated Area"**) by utilizing maximum permissible floor space index (FSI) including fungible/ additional FSI and/or by loading Transferrable Development Rights (TDR) for construction of the new building on the said land.

- N. Accordingly, in pursuance of the Development Agreement, the Promoter herein viz. **M/S ADITYARAJ INFRA** has development rights in the said Property on the terms and conditions contained in the Development Agreement.

- O. A copy each of the Title Certificate issued by the Advocate of the Promoter and the Property Card in respect of the said Property is annexed hereto and marked as **Annexure "A"** and **"B"** respectively.

- P. Pursuant to the Development Agreement, the Promoter has obtained from MHADA the Intimation of Approval (IOD) bearing No. **EE/BP Cell/GM/MHADA - 8/590/2021** dated **11th May 2021**, Commencement Certificate (CC) bearing No. **MH / EE / (B.P.) / GM / MHADA - 8 / 590 / 2023/FCC/2/Amend** dated

3rd March 2023 for redevelopment of the said building and construction of new building on the said land up to **22nd Floor**. A copy each of IOA, CC is annexed hereto and marked as **Annexure "C", "D"** and respectively.



The Promoter has entered into standard agreement with Architect viz. **Mr. ANKIT MAGANLAL MAKANI** of **M/s. ANKIT MAKANI ARCHITECTS ("Architect")**, an Architect Firm duly registered with the Council of Architects, for Architectural work concerning development of the Property including preparation of the layout and construction plans of the new building and further entered into standard agreement with Structural Engineer viz. **Mr. Vikas Gokhale** of **M/s Associated Consultants ("Structural Engineer")** for preparation of structural designs and drawings of the new building and the Promoter has accepted the professional supervision of Architect and Structural Engineer till the completion of the new building, subject to the reservation of rights and authority by the Promoter to change the Architect and/or Structural Engineer, as the case may be, and to appoint new Architect or Structural Engineer for completion of the new building.

R. The Promoter has obtained the requisite sanctions/approvals from MHADA/MCGM for the plans, specifications, elevations and sections of the new building/s to be constructed on the said land and shall obtain the balance approvals from various authorities from time to time.

S. While sanctioning the said plans MHADA and/or the concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are observed and performed by the Promoter while developing the said Property and upon the observance and performance of which only the completion or occupation certificate in respect of the new building shall be granted by MHADA/concerned local authority;



Accordingly, the Promoter has commenced construction of the new building on the said land as per plans and specifications sanctioned by MHADA and completed the construction up to **23rd Slab Level**.

U. The Purchaser being desirous of purchasing a flat/apartment in the new building, the Purchaser has carried out independent search and satisfied himself/herself regarding the marketable title and rights and authorities of the Promoter herein to develop the said Property and being so satisfied, has offered to purchase and the Promoter has agreed to sell to the Purchaser, the Residential Flat/Apartment bearing No. **1205**, on the **12th Floor** in the new building, which forms part of the Promoter Allocated Area and is more particularly described in the **Second Schedule** hereunder written, forming (hereinafter referred to as the **"Apartment"**).

V. The Purchaser has taken inspection of the approved building plans sanctioned by MHADA for construction of the new building. The floor plan, showing the said Apartment in red cross lines, is annexed hereto and marked as **Annexure "F"**.

10: *[Handwritten signature]* *[Handwritten signature]* *[Handwritten signature]*

W. The Purchaser is aware of the fact that the Promoter herein has entered or will enter into similar or separate agreements with several other purchasers of the other flats/apartment/s forming part of the Promoter Allocated Area in the new building.

X. Under Section 13 of the Real Estate (Regulation and Development) Act, 2016 read with Rule 10 of Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of estate agents, rates of interest and disclosures on website) Rules, 2017, the Promoter is required to execute the written Agreement for sale of the Apartment to the Purchaser, being these presents and to present the same for registration under the provisions of Indian Registration Act, 1908.

Y. The Promoter has registered the new building project under the provisions of RERA with the Maharashtra Real Estate Regulatory Authority (Maha RERA) vide Registration No. P51800029077. A copy of the Registration Certificate issued by the Authority is annexed hereto and marked as Annexure "G".

(MCGM Assessment Number / SAC NO - SX0300480020000

Z. The Purchaser on going through and accepting all the conditions of sanctioned plans and other sanctions/approvals, has agreed to purchase the said Apartment for the consideration and on the terms and conditions herein contained. All such conditions shall be binding on the Purchaser.

AA. The Purchaser has also been shown the conditions of contracts entered into by the Promoter with the vendors/ contractors/ manufacturers inter alia as to workmanship and quality of products/fittings and fixtures as agreed between promoter and the vendors and on independently verifying the same, the Purchaser has agreed to the same and all such conditions shall be binding on the Purchaser.

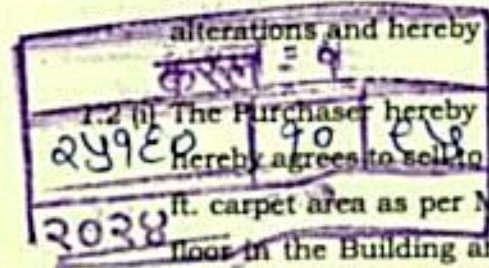
NOW THEREFORE THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER: -

1. PROMOTER TO CONSTRUCT THE BUILDING AND PURCHASER TO PURCHASE THE APARTMENT

1.1 The Promoter shall construct the new building proposed to be named as "Adityaraj Shanti Sadan C. H. S. Ltd.," (hereinafter referred to as the "Building"), or such other name as the Promoter in its sole discretion may decide, on the said land, more particularly described in the **First Schedule** hereunder written, consisting of Ground Floor + Stilt + Mechanical Stack Parking & **Twenty Two** upper floors having residential flats/apartments, on the land forming part of the said Property in accordance with the plans, designs and specifications approved/to be approved by MHADA and/or other concerned local authorities from time to time and as amended from time to time as the MCGM / MHADA or the Promoter may deem fit and the Purchaser hereby consents to the same. The Promoter shall, however be entitled to make any variations, alterations or amendments in the said plans or specifications and /or layout plans if decided by the Promoter or if required to be made for the purpose of meeting any

Ri *Shanti* *Sanjay* *Ranjit* *Ritika*

requisition, objection or requirement of the MHADA and/or the concerned local authorities. The Purchaser shall not object to the aforesaid amendments or alterations and hereby grants irrevocable consent to the same.



1.2 (i) The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Purchaser Apartment No. **1205** admeasuring **384 sq. ft.** carpet area as per MHARERA norms including columns projections on **12th** floor in the Building and more particularly described in the **Second Schedule** hereunder written (hereinafter referred to as the "**Apartment**") as shown in the Floor plan thereof hereto annexed and marked "**Annexures F**" for the consideration of **Rs. 65,00,000/- (Rupees Sixty Five Lakhs Only)** with right to use the common areas and facilities appurtenant thereto, the nature, extent and description of the common areas and facilities are more particularly described in the **Second Schedule** and "**Annexures E**" hereunder written.

(ii) The total aggregate consideration amount excluding Govt. Taxes for the apartment including the right to use the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the **Second Schedule** and "**Annexures E**" hereunder written as mutually agreed is **Rs. 65,00,000/- (Rupees Sixty Five Lakhs Only)** ("**Total Price**"). Paid Amount is **Rs. 8,05,820/- (Rupees Eight Lakhs Five Thousand Eight Hundred Twenty Only)** & Balance Amount is **Rs. 56,94,180/- (Rupees Fifty Six Lakhs Ninety Four Thousand One Hundred Eighty Only)**.



The Purchaser hereby confirms and agrees that since they have not been allocated or sold car parking space under stilt area or in open compound area of Tower Parking of the new building, they will not claim any parking slot.

The Purchaser has agreed to pay to the Promoter the Total Price in the following manner as per payment schedule plus GST @ 5% as per the schedule:

PARTICULARS	schedule	Amount (Rs.) For Total Price	Amount (Rs.) For GST (5%)	Amount (Rs) Inclusive of GST
BASIC COST		Rs.65,00,000	5%	
On Booking	10%	Rs.6,50,000	Rs.32,500	Rs.6,82,500
On Execution of Agreement	20%	Rs.13,00,000	Rs.65,000	Rs.13,65,000
On Completion of Plinth	15%	Rs.9,75,000	Rs.48,750	Rs.10,23,750
On Completion of 1st Slab	3%	Rs.1,95,000	Rs.9,750	Rs.2,04,750
On Completion of 2nd Slab	1%	Rs.65,000	Rs.3,250	Rs.68,250
On Completion of 3rd Slab	1%	Rs.65,000	Rs.3,250	Rs.68,250
On Completion of 4th Slab	1%	Rs.65,000	Rs.3,250	Rs.68,250
On Completion of 5th Slab	1%	Rs.65,000	Rs.3,250	Rs.68,250
On Completion of 6th Slab	1%	Rs.65,000	Rs.3,250	Rs.68,250
On Completion of 7th Slab	1%	Rs.65,000	Rs.3,250	Rs.68,250
On Completion of 8th Slab	1%	Rs.65,000	Rs.3,250	Rs.68,250
On Completion of 9th Slab	1%	Rs.65,000	Rs.3,250	Rs.68,250
On Completion of 10th Slab	1%	Rs.65,000	Rs.3,250	Rs.68,250
On Completion of 11th Slab	1%	Rs.65,000	Rs.3,250	Rs.68,250

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करल - 9				
On Completion of 12th Slab	1%	Rs.65,000	Rs.3,250	Rs.68,250
On Completion of 13th Slab	1%	Rs.65,000	Rs.3,250	Rs.68,250
On Completion of 14th Slab	1%	Rs.65,000	Rs.3,250	Rs.68,250
On Completion of 15th Slab	1%	Rs.65,000	Rs.3,250	Rs.68,250
On Completion of 16th Slab	1%	Rs.65,000	Rs.3,250	Rs.68,250
On Completion of 17th Slab	1%	Rs.65,000	Rs.3,250	Rs.68,250
On Completion of 18th Slab	1%	Rs.65,000	Rs.3,250	Rs.68,250
On Completion of 19th Slab	1%	Rs.65,000	Rs.3,250	Rs.68,250
On Completion of 20th Slab	1%	Rs.65,000	Rs.3,250	Rs.68,250
On Completion of 21th Slab	1%	Rs.65,000	Rs.3,250	Rs.68,250
On Completion of 22th Slab	1%	Rs.65,000	Rs.3,250	Rs.68,250
On Completion of 23rd Slab	1%	Rs.65,000	Rs.3,250	Rs.68,250
On Completion of Walls, Internal wall Plaster, Flooring, Doors, Windows Work	5%	Rs.3,25,000	Rs.16,250	Rs.3,41,250
On Completion Sanitary fittings, Staircases, Lifts Wells, Lobbies	5%	Rs.3,25,000	Rs.16,250	Rs.3,41,250
On Comencement of Internal Plumbing and External Plaster, Elevation Work	5%	Rs.3,25,000	Rs.16,250	Rs.3,41,250
On Commencement of Lifts, Water Pumps, Electrical Fittings	5%	Rs.3,25,000	Rs.16,250	Rs.3,41,250
On Commencement Entrance Lobby, Plinth Protection, Paving	5%	Rs.3,25,000	Rs.16,250	Rs.3,41,250
On Possession	5%	Rs.3,25,000	Rs.16,250	Rs.3,41,250
TOTAL	100%	Rs.65,00,000	Rs.3,25,000	Rs.68,25,000

- 1.4 The Purchaser agrees that the amount payable on possession shall be payable by the Purchaser before handover of possession of the Apartment or on receipt of Occupation/Completion Certificate, whichever is earlier.
- 1.5 The Total Price above excludes all Taxes such as Goods and Services Tax (GST) or any other similar taxes which may be levied, in connection with the construction of the building up to the date of handing over the possession of the Apartment and all such Taxes shall be payable by the Purchaser even in the absence of Occupation Certificate.
- 1.6 The installments referred herein above and payable by the Purchaser shall be paid on the respective due dates strictly as per the aforesaid time schedule without any delay or default as time in respect of payment of installments in respect of all amounts payable under this Agreement, the time being the essence of the contract. The Promoter shall forward to the Purchaser, at the address given by the Purchaser in this Agreement, intimation recording the Promoter having commenced the particular stage of the work. The Purchaser shall be bound to pay the amount of the installments due within 15 days from the date of demand i.e. the Promoter dispatching such intimation by post or through Courier Service at the address of the Purchaser as given in this Agreement.
- 1.7 The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter

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


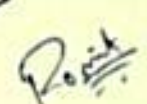
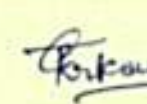
- 1.8 The Promoter shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area beyond 3%, Promoter shall refund the excess money paid by Purchaser within 45 (forty five) days with annual interest at the rate specified in RERA, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser; the Promoter shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the rate calculated per square meter based on the Total Price as agreed in Clause 1.2 (i) of this Agreement.

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

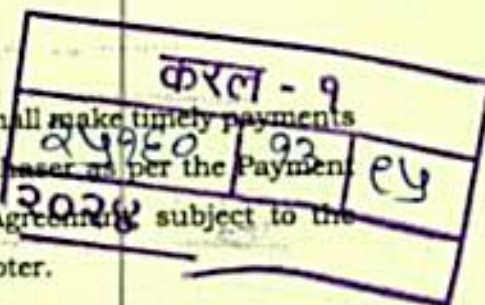


OBSERVATION OF CONDITIONS IMPOSED BY LOCAL AUTHORITY

- 2.1. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans of the Building or thereafter and shall, before handing over possession of the Apartment to the Purchaser herein, obtain from the concerned local authority/development controlling authority occupation and/or completion certificate in respect of the Apartment.
- 2.2. The Purchaser shall accept and observe all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time sanctioning the said plans or thereafter and further observe all development controlling rules applicable to the building in which the apartment is situated.
- 2.3. Time is essence for the Promoter as well as the Purchaser. The Promoter shall abide by the time schedule for completing the Building and handing over the Apartment to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate

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or both, as the case may be. Similarly, the Purchaser shall make timely payments of the instalment and other dues payable by the Purchaser as per the Payment Plan and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter.



3. FLOOR SPACE INDEX

The Promoter hereby declares that the Floor Space Index (FSI) available as on date in respect of the said Property is 3.00 for Plot FSI. However, since the said Property falls under the **Tagore Nagar MHADA** Layout, as per Govt. of Maharashtra's GR /MHADA guidelines dated 3.07.2017 under revised Regulation No. 33 (5), the total FSI available on such Layout will be 3.00 Plot FSI + Pro-rata FSI, V.P. Quota FSI and Fungible FSI available, which has been sanctioned by the MHADA / MCGM concerned authorities and the Promoter has planned to utilize such total Floor Space Index to be made available by MHADA / MCGM concerned authorities from time to time. The Promoter has disclosed the Floor Space Index as described hereinbefore as proposed to be utilized by them on the said Property in the said project and the Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried by the Promoter by utilizing the proposed FSI and understanding that the declared proposed FSI shall belong to Promoter only.

4. INTEREST IN CASE OF DELAY

- 4.1. If the Promoter fails to abide by the time schedule for completing the Building and handing over the Apartment to the Purchaser, the Promoter agrees to pay to the Purchaser, who does not intend to withdraw from the Building, interest as specified in the Maharashtra Real Estate (Rules and Regulations) (Registration of real estate projects, Registration of estate agents, rates of interest and disclosures on website) Rules, 2017 (the "Rules"), on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession of the Apartment. The Purchaser agrees to pay to the Promoter, interest as specified in the Rules, on all the delayed payments which become due and payable by the Purchaser to the Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser(s) to the Promoter.
- 4.2. Without prejudice to the right of Promoter to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing 3 (three) defaults of payment of installments, the Promoter at its own option, may terminate this Agreement.

Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of their intention to terminate this Agreement and of the specific breach or breaches of terms and

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conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the promoter shall be entitled to terminate this Agreement and forfeit the advance payment or earnest money deposit or application fee of 10% of the Total Price as the pre-determined liquidated damages.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Purchaser (subject to adjustment and recovery of the agreed liquidated damages and any other amount which may be payable to Promoter) within a period of 30 (thirty) days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Purchaser to the Promoter, subject to the Purchaser signing the Cancellation Agreement and admitting execution thereof before the Sub-Registrar concerned. PROVIDED THAT if the Purchaser fails to execute the Cancellation Agreement and/or to admit execution thereof before the concerned Sub-Registrar. The partners of the Promoter shall be entitled to act as attorney of the Purchaser for signing such Cancellation Agreement and/or to admit execution thereof before the concerned Sub-Registrar. On termination of this Agreement by service of notice by the Promoter, save as aforesaid, the Purchaser shall have no rights whatsoever under this Agreement.

5. COMMON AMENITIES ETC.

The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter in the Building and the Apartment are set out in the Annexure "E". hereunder written. However, the Promoter shall be entitled to change such amenities, fixtures and fittings etc. at any time during the construction of the new building.

6. POSSESSION

- 6.1. The Promoter shall endeavor to give possession of the apartment to the Purchaser on or before **28 February 2025** (hereinafter referred to as the "**Date of Possession**"). If the Promoter fails or neglects to give possession of the Apartment to the Purchaser herein on account of reasons beyond their control and of their agents, by the aforesaid date, then the Promoter shall be liable on demand to refund to the Purchaser the amounts already received by them in respect of the Apartment with interest as may be mentioned in Clause 4.1 herein above, from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

PROVIDED THAT the Promoter shall be entitled to reasonable extension of time for giving delivery of the Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of: -

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- a. Non-availability of steel, cement, other building material, water or electric supply;
- b. War, civil commotion, epidemic, pandemic or act of God;
- c. Any notice, order, rule, notification of the Government and/or other public or competent authority;
- d. The Purchaser has committed any default in payment of installment and all other amounts payable by the Purchaser to the Promoter in respect of the Apartment; and
- e. Any extra work / addition required to be carried in the Apartment as per the requirement and at the cost of the Purchaser.
- f. If any lockdown duration is imposed by Govt. authorities.

6.2. POSSESSION OF THE APARTMENT


6.2.1 Procedure of taking Possession

The Promoter, upon obtaining the occupancy certificate / completion certificate from the competent authority / Architect and the payment made by the Purchaser of all the amounts as per this Agreement, shall offer in writing the possession of the Apartment, to the Purchaser in terms of this Agreement to be taken within **3 (Three)** months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Purchaser. The Promoter agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Purchaser agree(s) to pay all the amounts payable by the Purchaser under this Agreement including the advance maintenance charges as determined by the Promoter. The Promoter on its behalf shall offer possession to the Purchaser in writing within 7 (seven) days of receiving the occupancy certificate / completion certificate from the competent authority / Architect.

6.2.2 The Purchaser shall take possession of the Apartment within **15 (Fifteen)** days of the written notice from the Promoter to the Allottee intimating that the Apartment/s is/are ready for use and occupancy.

6.3. Failure of Purchaser to take Possession of Apartment

Upon receiving a written intimation from the Promoter as per clause 6.2.1 above, the Purchaser shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 6.2.2 above, the Purchaser shall continue to be liable to pay maintenance charges and property tax as applicable with interest for delayed payments.

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6.4. Defect Liability

If within the period of 1 (one) year from the date of handing over the Apartment to the Purchaser herein, the Purchaser herein brings to the notice of the Promoter, any structural defect in the Apartment or in the building in which Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible, such defects shall be rectified by the Promoter at its own cost and expense and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under RERA, PROVIDED HOWEVER THAT any such defect arising due to unauthorized alterations carried out by the Purchaser or any other Purchaser in the Apartment(s) or building, the Promoter shall not be liable for the same.

PROVIDED FURTHER THAT it is agreed that the defect liability period shall be deemed to have commenced from the date of obtaining the occupation certificate or from the date on which the Promoter has given the necessary intimation in writing under this agreement to the Purchaser to take the possession or the date on which the Purchaser has taken possession of the Apartment for fit-outs or otherwise, whichever is earlier.

PROVIDED HOWEVER THAT the Purchaser shall not carry out any alterations of any nature whatsoever nature in the Apartment or in the fittings therein, in particular it is hereby agreed that the Purchaser shall not make any alterations of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter, the defect liability of the Promoter shall become void automatically.

The word "Defect" here means only the structural defect/s caused on account of willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear and tear, negligent use of Apartment(s) by the occupant(s), vagaries of nature and defect/s in fittings and fixtures are not included therein.

7. USE OF THE APARTMENT

7.i. The Purchaser shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence and for no other purpose whatsoever. Provided that, any owner/s or occupier/s of any residential apartment in the building / wing shall not use, the Apartment/s, for classes, massage center, gambling house or any illegal or immoral purpose.

7.ii. The Purchaser shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. The Purchaser shall use the parking space, if it has been allotted to him, only for purpose of keeping or parking his personal light vehicle.

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- 7.iii. After delivery of possession of the Apartment by the Promoter to the Purchaser in terms of these presents, the Purchaser, for whatsoever reason desires to grant the use of the Apartment to any third party on leave and license basis or otherwise, prior written consent of the Promoter and after handover of the Building to the Society, prior written consent of the Society shall be required to be obtained by the Purchaser and copy of such leave and license agreement/instrument shall be deposited by the Purchaser with the Promoter or the Society, as the case may be, and further the Purchaser herein/owner shall ensure that such licensee(s) obtains requisite permission/clearance from the concerned police station in writing as to the use of the Apartment along with the details of the persons who intend to reside / use the Apartment.

8. MEMBERSHIP OF SOCIETY

- 8.i. The Purchaser is aware that, this is a redevelopment Project and that the Co-operative Housing Society by the name "**Tagore Nagar Shanti Sadan C. H. S. Ltd.,**" has already been formed and registered in the year **11th July 1983** The Purchaser therefore, along with the existing Members and other Purchaser/s of Apartments in the building shall join as a Member of the said Society and sign and execute the application for membership and the other papers and documents for becoming a member as may be required by the Society. The Promoter shall, if necessary, become member of the said Society in respect of their right and benefits conferred /reserved herein in respect of the said Apartments or otherwise. If the Promoter transfers, assigns and disposes of such rights and benefits at any time to anybody, the purchasers thereof shall become the members of the said society in respect of the said rights and benefits. The Purchaser herein and the said society will not have any objection to admit such purchasers as members of the said society. The Purchaser shall sign and execute all applications, forms, declarations, bye-laws and other documents as may be required by the Society and shall also pay admission / membership fees and any other charges / contribution / corpus as may be directed by the Society.

- 8.ii. The Promoter reserves to itself, the unfettered right to 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 the common right of ways at all times, by day and night, for all purposes, with or without carts, carriages, motor cars, motor cycles, wagons and other vehicles (of all descriptions) laden or un laden, and with or without horses and other animals and also to lay and connect drains, pipes, cables and other amenities necessary for the full and proper use and enjoyment of the said property and if necessary to connect drains, pipes, cables etc. under over or along the land appurtenant to the building provided no hardship/inconvenience occurred to the members of the Society and other flat purchasers while using and enjoying their respective flats with the common amenities as agreed.

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8.iii. कसल The Promoter will have a right to install or have installed their logo in/upon one or more places in the said property and the Promoter reserve to themselves full, free and complete right of way and means of access to such places/s at all times for the purpose of repairing, painting, altering or changing the logo at their own costs till the building is handed over to the Society.

8.iv. Within 15 (fifteen) days after notice in writing is given by the Promoter to the Purchaser that the Apartment is ready for use and occupancy, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Property and building/s. Until the Building is handed over to the Society, the Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter. The Purchaser further agrees that till the Purchaser's share is so determined, the Purchaser shall pay to the Promoter provisional monthly contribution of **Rs. 1,920/-** (Rs. 5/- per Sq. Ft.) per month towards the outgoings. The amounts so paid by the Purchaser to the Promoter shall not carry any interest and the Promoter shall not be liable to provide any account thereof to the Purchaser and/or the Society.

8.v. The amount so paid by the Purchaser to the Promoter shall not carry any interest and remain with the Promoter till maintenance of the building in which Apartment is situated is handed over to the Society. On handing over the charge building to the Society, after deducting there from all the expenses including those mentioned above, the surplus, if any, shall be handed over, without interest, by the Promoter to the Society and any deficit amount shall be recovered from the Purchaser without being liable for rendering any account thereof to the purchasers and/or the Society. It is specifically agreed and understood by the Purchaser that if the Purchaser or any of the purchasers in the Building commits default in contributing their respective share towards aforesaid expenses, then and in that case, the Promoter shall be relieved of their obligations of providing such services and shall not be liable or responsible for hardship or inconvenience, if any, caused to the Purchaser and other purchasers and/or the members of the Society.

9. OTHER PAYMENTS

The Purchaser shall on or before delivery of possession of the Apartment, pay/deposit with the Promoter, the following amounts: -

- Rs. 25000/-** for share money, admission/membership fee of the Society and other share of corpus contribution fixed by the Society;
- Rs. 1,920/-** per month for deposit/charges towards provisional monthly contribution towards outgoings such as insurance, common lights, repairs and salaries of clerks, chowkidars, sweepers, and all other expenses

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necessary and incidental to the management and maintenance of the said property and the said buildings of Society/s Rs. 23,040/- for a period of 1 Year, Further extended if required. (Monthly contribution will be calculated on carpet area)

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- iii. Rs. 2,95,000/- Development Cost
- iv. Any other charges payable as per society's Rules and Regulations and Resolutions passed in the AGM./EGM by majority of the member.

10. STAMP DUTY AND REGISTRATION

The Promoter/Developer shall be liable to pay the stamp duty, registration charges and all other incidental charges etc.

11. PURCHASER'S AGREEMENT TO PAY FURTHER AMOUNTS:

- i. It is a condition of this Agreement and the Purchaser hereby agrees that at the time of taking possession of the Apartment, the Purchaser shall be required to pay to the Promoter and hereby covenants to pay to the Promoter the Total Price and other charges/deposits as aforesaid and that unless all such amounts are paid by the Purchaser to the Promoter, the Purchaser shall not be entitled to demand or acquire possession of the Apartment and the Promoter shall not be bound or required to hand over to the Purchaser possession of the Apartment and the Purchaser shall not have the right to use or occupy the Apartment or any of the common amenities, areas and facilities appurtenant thereto.

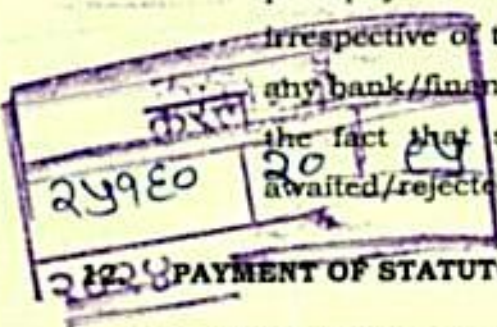
For any amount remaining unpaid by the Purchaser under this Agreement, the Promoter shall have first lien and charge on the Apartment agreed to be allotted/sold to the Purchaser in terms of these presents.

- ii. The Purchaser further shall pay municipal and revenue taxes, N.A. taxes, local taxes, cess, duty or such other levies by local authority and/or by Government Departments and other statutory outgoings to the extent of the Purchaser's share due and payable from the date of issuance of Occupation Certificate of concerned building or as and when demand is made by the concerned authorities, whichever is earlier. The Promoter shall not be liable for any consequences for non-payment of municipal and other taxes for any reasons or grounds whatsoever.
- iii. In the event of termination of this Agreement for any reason, the Purchaser herein shall be, solely and absolutely, responsible to repay any housing loan availed by him/her/them from any bank/financial institution/company/lender and shall be entitled to get the refund of amounts paid subject to deductions as aforesaid, only upon receipt of no dues certificate from the bank / financial institution / company / lender. Notwithstanding what is stated hereinabove, it shall always be obligatory on the part of the



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Purchaser to pay the installments of the Total Price as and when due under the terms of this Agreement and the Purchaser shall promptly and duly pay the same on the respective due dates irrespective of the fact that the Purchaser has applied for loan to any bank/financial institution/company/lender and irrespective of the fact that such loan is under process and/or sanction or awaited/rejected.



12.2. PAYMENT OF STATUTORY TAXES, CESSSES ETC:

12.1. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Services Tax (GST), and cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Building payable by the Promoter) up to the date of handing over the possession of the Apartment. It is agreed between the parties hereto that, the Purchaser herein shall bear and pay such Taxes on or about execution of these present or as and when such Taxes become payable from time to time for the sale transaction hereunder, to the Promoter herein to enable the Promoter to deposit/pay the same to the Government Authorities.

12.2. If at any time, after execution of this agreement any existing tax is increased under respective statutes by the State and/or Central Government and / or any additional / new taxes / duty / charges / premium / cess / surcharge etc., by whatever name called, is/are levied or recovered or become payable under any statute/rule/regulation, notification or order either by the Central or the State Government or by the local authority or by any revenue or other authority, in respect of the said property or the Apartment or on this agreement or the transaction hereunder, the same shall be exclusively paid/borne by the Purchaser. The Purchaser hereby indemnifies and agrees to keep the Promoter fully indemnified from all such taxes, levies, costs and consequences.



12.3. From the date of the possession or Completion/Occupation Certificate, whichever is earlier, in respect of the Apartment, the Purchaser herein shall be liable to bear and pay all taxes, cesses in respect of the Apartment and proportionate maintenance charges in respect of the building and expenses for common facilities such as common electricity meter, water pump/s expenses for elevator etc. in respect of the Property to the respective authorities and/or to the Society. But it is specifically agreed between the Parties hereto that, the Promoter shall not be responsible/liable to pay or share the aforesaid expenses in respect of unsold premises/apartments situated in the Building to be constructed on the said Property.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

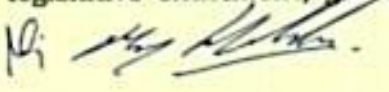
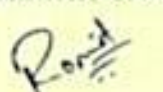
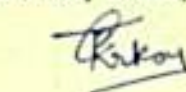
The Promoter hereby represents and warrants to the Purchaser as follows:

M. S. [Signature] *Rishi [Signature]* *[Signature]*

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- i. The Society has clear and marketable title with respect to the Property and the Promoter has development rights in the Property as declared in the title certificate annexed to this agreement and in pursuance thereof the Promoter has the requisite rights to carry out development upon the Property and also has actual and physical possession of the Property for construction of the Building.
- ii. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Property and has obtained/shall obtain requisite approvals from time to time to complete the construction of the Building;
- iii. There are no encumbrances upon the Property or the Building except those disclosed to the Purchaser; (if any)
- iv. There are no litigations pending before any Court of law with respect to the Property or Building, except those disclosed in the title certificate(s); (if any)
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Building to be constructed are valid and subsisting and have been/will be obtained by following due process of law. Further, all approvals, licenses and permits issued/to be issued by the competent authorities with respect to the Building have been/shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Building and common areas;
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the Apartment hereunder agreed to be sold, which may, in any manner, affect the rights of the Purchaser under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Apartment to the Purchaser in the manner contemplated in this Agreement;
- ix. The Society/Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Building to the competent authorities; and
- x. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including



any notice for acquisition or requisition of the Property) has been received or served upon the Society/Promoter in respect of the Property and/or the Building to be constructed except as disclosed to the Purchaser.

14. COVENANTS OF THE PURCHASER

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The Purchaser himself with intention to bring all persons into whosoever hands the Apartment may come, doth hereby covenant with the Promoter as follows for the apartment and also for the building in which the Apartment is situated:

13 (i). To maintain the apartment at the Purchaser's own cost in good tenable repair and condition from the date of possession of the apartment is taken and shall not do or cause to be done anything in or to the Apartment or the building in which the Apartment is situated, staircase, entrance lobbies or any passage which may be against the rules, regulations or bye laws of the concerned local or any other authority or change/alter or make addition in or to the Apartment and/or to the building in which the Apartment is situated and in or to the Apartment itself or any part thereof.

13 (ii). Not to store in/outside the Apartment or surrounded area of the building, any goods which are of hazardous, combustible or dangerous nature or are too heavy as to damage the construction or structure of the building or storing of such goods is objected to by the concerned local authority or any other authority or under any law and shall not carry out or caused to be carried out heavy packages upto upper floors, which may damage or likely to damage staircase, common passages, elevator or any other structure of the building including entrances of the building and in case of any damage is caused to the building in which the Apartment is situated on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for all the consequences of the breach.

13 (iii). To carry out at his own cost all internal repairs to the Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter. Provided that for the defect liability period such repairs shall be carried out by the Purchaser with the written consent and under the supervision of the Promoter and shall not do or cause to be done anything contrary to the rules, regulations and bye-laws of the concerned local authority or other public authority. But in the event of the Purchaser committing any act in contravention of the above provisions, the Purchaser shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority.

13 (iv). Not to demolish or cause to be demolished at any time or cause to make any addition and/or alteration of whatsoever nature in or to the

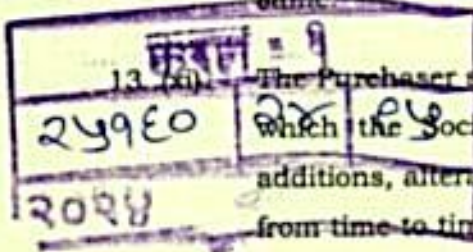
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Apartment or any part thereof and not to make any addition or alteration in the elevation including doors, windows, railing or to cover the adjacent terraces and sit out to create any roof or canopy or enclosures of any sort in any manner or to open any additional door or windows to any outer wall of the Apartment and outside colour scheme of the building and shall keep the sewers, drains, pipes, and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect other parts of the building and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC parrdis or other structural members in the Apartment.

- 13 (v). Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Property and the building or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.
- 13 (vi). Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Apartment in the compound or any portion of the Property and the building.
- 13 (vii). As per MCGM norms the dry and wet garbage shall be separated and wet garbage generated in the building shall be treated separately on the same plot by the residents, occupants and new flat purchasers of the apartments in the new building.
- 13 (viii). Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his share of security deposits and other charges demanded by the Promoter and/or concerned local authority or Government or electric supply company for giving water, electricity or any other connection to the building in which the Apartment is situated.
- 13 (ix). To bear and pay the local taxes, water charges, insurance and such other levies, if any from the date of completion/occupation certificate in respect of the Apartment or from the date of possession, whichever is earlier, and also any additional increased taxes, insurances etc. which are imposed by the concerned local authority and/or the Government and/or other public authority on account of change of user of the Apartment by the Purchaser viz. user for any purposes other than for residential purposes as shown in the sanctioned plan.
- 13 (x). The Purchaser shall not let, sub-let, sell, transfer, assign or part with the Apartment or Purchaser's rights or interest under this agreement or part with the possession of the Apartment until all the dues payable by the Purchaser to the Promoter under this agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and

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until the Purchaser has intimated in writing to the Promoter and/or the Society, as the case may be, and obtained written consent for the same.



The Purchaser shall observe and perform all the rules and regulations which the Society has adopted or may adopt in future and the additions, alterations, and/or amendments thereof that may be made from time to time for protection and maintenance of the Property and building which is to be constructed thereon and apartments therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and the Government and other public bodies. The Purchaser shall observe and perform all the stipulations and conditions laid down by Bye-laws of the Society, regarding the occupation and use of the Apartment in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms and conditions of this Agreement.

13 (xii). The Purchaser 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 Apartment and the Property and building or any part thereof to view and examine the state and condition thereof and/or to carry out any works in the Apartment or other parts of the Building.

13 (xiii). That only the said Apartment is agreed to be sold hereunder and at no time the Purchaser shall demand partition of his interest in the said building and/or said property, it being hereby agreed and declared by the Purchaser that such interest in the said Apartment is impartable.



The Purchaser hereby expressly agrees and covenants with the Promoter that in the event of all Floors of the said proposed building on the said property being not ready for occupation simultaneously and in the event of the Promoter offering license to enter upon the said Apartment to the Purchaser earlier than completion of all the floors and wings on the said property then and in that event the Purchaser has no objection to the Promoter completing the construction of the balance Floor/s or building on the said property without any interference or objection by the Purchaser. The Purchaser further confirms that he shall not object to construction of the balance floor/s or building, wing/s or part/s thereof by the Promoter on the ground of nuisance, annoyance or any other ground or reason whatsoever and the Promoter shall be entitled to either by themselves or through their nominee, construct and complete the said floor or floors or wing/s or building/s on the said property as they may desire in their absolute discretion without any interference or objection or dispute by the Purchaser.

13. *[Signature]* *[Signature]* *[Signature]*

15. SPECIAL COVENANTS AS TO THE ALTERATION AND SCHEME

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- 14 (i). The Purchaser shall not make or allow any internal changes, as to shifting of walls, toilets, chiselling walls and R.C.C. by the members in the Apartment and no request for providing or shifting of walls, toilets etc. in the Apartment shall be entertained.
- 14 (ii). The Promoter herein has specifically informed to the Purchaser and the Purchaser herein is also well aware that, the Promoter herein is developing the scheme with intention to have the homogeneity in the scheme as to landscaping, height and elevation of the building/s, outer colour scheme, terrace, windows and grills etc. and hence the Purchaser or any owner or occupier of the apartment/s in the building shall and will not be entitled to disturb the aforesaid homogeneity of the scheme or to erect any outer expansions by any manner and/or to install or hang any plants or to erect any type of permanent or temporary structure on the terraces or to store soil or heavy things on terraces. The Purchaser shall observe that, outlet of rain water / water of adjacent terraces / sit-outs / roofs shall always have proper flow and shall not obstruct the uninterrupted flow of water in any manner. The Purchaser herein specifically undertakes to abide aforesaid conditions and on relying upon this undertaking, the Promoter herein has agreed to allot and sale the apartment to the Purchaser herein, subject to the terms and condition of this Agreement.
- 14 (iii). In the Building the Promoter herein are providing amenities / material / plant and equipment in common facilities like elevator, electric room, tower parking etc. and which has to be operated / used by the persons in the Building with adequate knowledge and due diligence and observe all the rules of safety and considering this aspect, it is specifically agreed between the parties hereto that, the Promoter shall not be responsible after handing over of the Building to the Society and the Society shall set its own norms for use of common amenities in order to avoid damages due to misuse, injuries and casualties / calamities occurred and any damages of whatsoever nature caused to any person or property for that, the Promoter and/or its partners shall and will not be responsible in any manner whatsoever under any circumstances.

16. PROMOTER'S EXCLUSIVE RIGHT OF ALLOTMENT OF PARKING SPACES:

As the available parking spaces in the new building may not be sufficient for allotment to all the purchasers, to avoid the disputes between apartment holders about parking spaces, the Promoter herein shall be entitled to allot the available parking spaces under stilt, tower parking and within open areas and such allotment by the promoter shall be binding on all the purchasers of apartments in the said new building.

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17. THE PROMOTER'S RIGHT TO DEAL WITH THE TERRACES ETC.

As per Development Control Rules applicable to the Building to be constructed on the Property, the Promoter herein is required to pay the premium to the sanctioning authority / local authority for obtaining sanction for terraces and other area of the buildings and considering these aspects, the Promoter has paid premium amount and as such, the Promoter shall be entitled to deal with such terraces, etc. and the Purchaser herein by executing this Agreement has given his/her irrevocable consent for the same and the exclusive right of the Promoter to deal with same. It is hereby agreed that the areas mentioned in the "**SECOND SCHEDULE**" and only common Amenities mentioned in the "**Annexure E**" shall be the common facilities and the Promoter shall be entitled to declare all other common areas in the Building as restricted or reserved areas and facilities or alienate and dispose of such other areas and facilities in such manner as the Promoter thinks fit.

18. THE PROMOTER'S RIGHT TO PROVIDE WITH A REFUGE AREA

The Promoter herein is required to provide with Refuge area as per the directions of the Chief Fire Officer, Mumbai Fire Brigade. The Purchaser has been informed that as per the condition that may be imposed by the Chief Fire Officer B.M.C., the occupants of the Building are required to do the following acts, deeds and things and/or required to observe the following: -

Entrance door to the Refuge Area shall bear a signboard painted in luminous paint mentioning "**REFUGE AREA IN CASE OF EMERGENCY**"

Adequate drinking water facilities shall be provided in the Refuge Area.

Adequate emergency lighting facility connected to the staircase and corridor lighting circuits shall be provided in the Refuge Area.

The Promoter or the Society, as the case may be, shall comply with the above requirements and the other fire safety measures as per the directions and regulations of the Chief Fire Officer, Mumbai Fire Brigade and further modifications made thereto, from time to time.

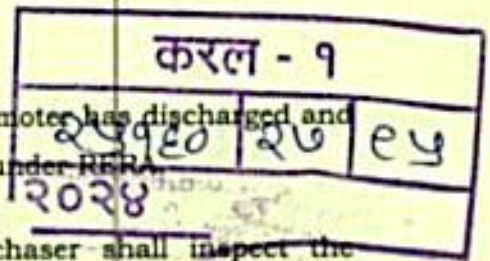
19. SPECIFIC COVENANTS

The Parties hereto hereby specifically covenant with each other as under:

- a) The relation between Promoter and the Purchaser herein for the transaction in respect of the Apartment is of seller and buyer respectively and the Promoter has agreed to sell the Apartment for the sale consideration on the terms and conditions set forth in this Agreement.
- b) The Purchaser herein admits and agrees to always admit that, after delivery of possession of the Apartment by the Promoter to the Purchaser

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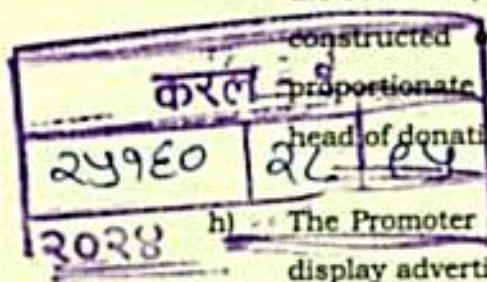
herein, it will always be presumed that the Promoter has discharged and performed all their obligations including those under RERA.



- c) At the time of taking possession, the Purchaser shall inspect the Apartment and execute such other documents such as Possession Letter, Indemnity, Declaration, Undertaking, etc., as might be required by the Promoter.
- d) The Purchaser is hereby prohibited from raising any objection in the matter of sale of flats, apartments being commercial or otherwise in the buildings which are to be constructed on the Property, as well as in amenity space and allotment of exclusive right to use terrace/s, car parking spaces, tower parking, garden space, spaces for advertisement or any others space/s whether constructed or not and called under whatever name, etc. on the ground of nuisance, annoyance or inconvenience, for any profession, trade or business etc. that has been or will be permitted by law or by local authority in the concerned locality. For the aforesaid purpose, the Purchaser by executing these presents has given his/her irrevocable consent and for this reason a separate consent for the same is not required.
- e) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law in respect of any right or interest in the Property on which the building is to be constructed or any part thereof except the apartment. The Purchaser shall have no claim save and except in respect of the apartment hereby agreed to be sold, all rights of ownership in all open spaces, parking spaces, balconies, staircases, terraces, recreation spaces, garden space etc. will remain the property of the Promoter until the new building is handed over to the Society.
- f) Any delay tolerated or indulgence shown or omission on the part of the Promoter in enforcing the terms and conditions of this Agreement or any forbearance or giving time to the Purchaser by the Promoter shall not be construed as the waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Promoter.
- g) All the power, authorities and rights of the Society and/or buyers of the apartments /units in the buildings, shall always be subject to the Promoter's over all right to sell/dispose of unsold apartments and allotment of exclusive right to use un allotted parking space/s, terrace/s, space/s for garden purpose, space/s for advertisement etc. and all other rights thereto. The Purchaser or any other apartment holder in the building or the Society shall have no right to demand any amount from



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the Promoter, in respect of the flats / apartments in the building to be constructed on the Property, towards the maintenance charges or proportionate share in the common expenses etc. or any amount under head of donation or transfer charges etc.



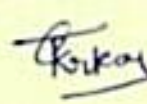
h) The Promoter and/or their nominees or assigns shall also be entitled to display advertisements or hoardings or sign boards or neon signs on any portion of the said property or building including the terrace wall, parapet walls, dead wall and compound walls and shall be exclusively entitled to the income that may be derived by display of the said advertisements or hoardings till the time of handover of the said property along with the building and other amenities to the Society. The Promoters and/or their nominees or assigns shall also be entitled to install V-Sat Antenna and Broadcasting and Communication Towers on the terrace of the Building with all necessary permissions, sanctions from the competent authorities for the same and with proper precautions and care till handover of the said property along with building and other amenities to the Society and to appropriate the entire income or consideration in respect thereof for themselves.

i) Notwithstanding anything contained anywhere in this Agreement, it is specifically agreed between the parties hereto that, the Promoter shall have all the rights under this Agreement and other agreements in respect of the other apartments which shall continue to subsist until all the payments in respect of all the apartments in the building forming part of the Promoted Allocated Area are received by the Promoter.



The Promoter herein has neither undertaken any responsibility nor agreed anything with the Purchaser orally or otherwise and there is no implied agreement or covenant on the part of the Promoter, other than the terms and conditions expressly provided under this agreement and this Agreement shall supersede any such prior writings or communications.

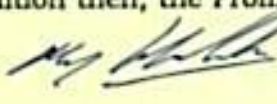
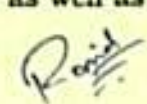
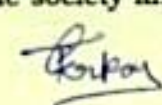
If any marginal open space adjacent to the building, at ground floor or adjacent terrace or terrace above any apartment, has been allotted by the Promoter to the Purchaser of any apartment in the building, then such respective buyer and occupier of the such apartment shall use the same being open space or terrace etc. and not entitled to erect any type of permanent or temporary structure thereon or to store soil or solid things on any part of the terrace, to use any part of the terrace or parapet wall as the part of the flower bed and if any such buyer or Occupier of apartment holders in the building commit breach of this condition, the Promoter herein shall be entitled to remove such structure/s of any kind at the cost and risk of such respective apartment buyers or occupiers and recover the cost of removal from such buyer or occupiers. In light of this condition, the Purchaser herein undertakes to abide aforesaid condition and

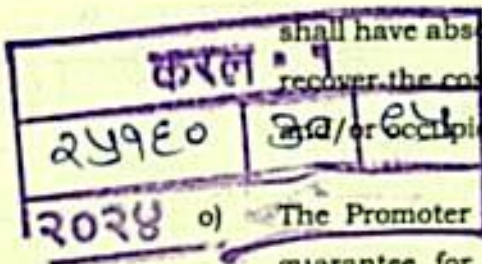
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undertakes not to erect any type of structure in any premises being allotted as an exclusive right to use the terrace, sit out, passages, open space, parking space etc., if any, along with the apartment.

- l) Considering the Building to be constructed on the Property is residential building having residential flats/apartments and for that, having internal approach road and to have the security for the human beings, the Purchaser or his/her agents shall not damage the internal road and it is specifically prohibited to bring any heavy vehicle such as Trucks, Bulldozers, Buses, Tractors etc. inside the Building by any purchaser/occupant in the Building or any third party and considering this aspect the Purchaser herein shall observe the aforesaid condition personally as well as by any person occupying or visiting the Apartment.
- m) The Promoter herein by spending huge amount in providing specifications in the Apartment and for the buildings under construction on the Property, hence Purchaser / unauthorised persons / any agency shall not disturb the same under any circumstances the concealed plumbing, concealed wiring etc. and considering this aspect and to have the safety measures in place, the Purchaser shall not make or change all these amenities otherwise guarantee / warranty thereof may lapse as well as durability and stability of the building as to the R.C.C. frame work, concealed wiring load etc. may get damaged/affected and neither the Purchaser nor occupier of the Apartment or any person on behalf of them is entitled to chisel such internal walls in any manner or remove the walls or any part thereof or erect any additional wall or make any structural changes or in any manner increase the electrical load in the Apartment because wiring will not take additional load and such an act will be amount to material breach of condition of this Agreement. Similarly, after completion of the Building and handover to the society, the society will have absolute authority to expel the member of the Apartment and dispose of such apartment in market by following due process of law. This condition is the essence of contract and the Purchaser herein undertakes to abide the same.
- n) The Promoter herein by spending huge amount has intended to make external elevation for the building under construction on the Property and to have the such external look for long, the Promoter herein has specifically informed the Purchaser that any buyer of any apartment in the building shall and will not be entitled to chisel any external walls and / or have any additional openings in any manner for any purpose and further shall install cooling equipment if required at the places provided for the same inside the duct and any unit shall not been seen on external elevation. The Purchaser herein undertakes to abide by this condition and if any owner or occupier of any apartment in the building commits breach of this condition then, the Promoter as well as the society and its office bearers

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shall have absolute right and authority to close such openings, if any, and recover the cost incurred for the same with interest from such purchaser and/or occupier of the apartment.

o) The Promoter herein has specifically informed the Purchaser that the guarantee for plaster of paris work, water proofing and anti-termite treatment in the Building shall stand automatically extinguished if any purchaser or occupier of apartment in the building/wing chisel or damage the aforesaid works in any manner. Considering this aspect, the Purchaser herein undertakes not to chisel/damage any such work in any manner, which may affect or lead to cancellation of the aforesaid guarantee or warranty.

p) The parties hereto are well aware that, the Flat Number is three or four digits, first one or two digits denote floor of the building / wing and last digit denote the flat number.

q) It is expressly agreed that nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or any portion of the said land and/or building. The Purchaser shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and the Promoter have right to use and enjoy/use/allot at all times the facilities like all compulsory open spaces, parking spaces, internal common roads, pathways, garden, recreation ground and facilities, playing equipment, storm water drainage, common areas and facilities, sewerage lines, water courses, electricity-cables, electrical substations, telephone cables, under-ground and overhead water tanks, water pipe line, pump rooms auxiliary tank, common lighting, dish antenna, common antenna, cable video, meter rooms, servants common toilets, lifts, society office room, stilt in the compound, lift machine room and all such amenities/facilities that may be provided by the Promoter until the said structure of the building is handed over to the Society.



20. NAME OF THE SCHEME AND BUILDINGS / WINGS

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter herein has decided to have the name of the building "Adityaraj Shanti Sadan C. H. S. Ltd.," and the building will be denoted by such letters and further erect or affix Promoter's name board at suitable places as decided by the Promoter at the entrances of the building. The Purchaser or other apartment holders in the building/s or the Society are not entitled to change the aforesaid Building name and/or remove or alter Promoter's name board in any circumstances.

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21. PROMOTER NOT TO CREATE MORTGAGE/CHARGE ON APARTMENT

The Promoter shall be entitled to raise loan and mortgage the Promoter Allocated Area. However, after the Promoter executes this Agreement, the Promoter shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then, notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has purchased or agreed to purchase such Apartment.

22. BINDING EFFECT

Forwarding this Agreement to the Purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Schedule and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Purchaser(s) fails to execute and deliver to the Promoter this Agreement within 15 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and the booking amount/EMD shall stand forfeited.

23. ENTIRE AGREEMENT

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

24. RIGHT TO AMEND

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

25. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASER'S

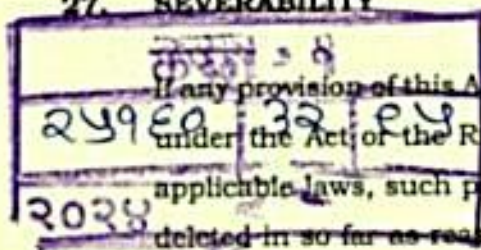
It is clearly understood and* so agreed by and between the Parties hereto that all the provisions contained herein and the obligations of the Purchaser arising hereunder shall apply not only on the Purchaser but also on any subsequent purchasers of the Apartment (in case of a transfer subject to the provisions hereof) as the said obligations go along with the Apartment for all intents and purposes.

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26. NOC Required for resale

The buyer of flat has to seek NOC from the builder/developer while re-selling his flat/shop/parking space till the O.C is granted.

27. SEVERABILITY



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

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

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

29. FURTHER ASSURANCES




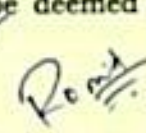
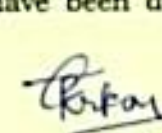
Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments, forms and writings and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement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

30. REGISTRATION OF THIS AGREEMENT

- 30.1. The execution of this Agreement shall be complete only upon its execution by the Parties and registration at the office of the Sub-Registrar by admission of execution by the Parties.
- 30.2. The Purchaser and/or the Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Indian Registration Act and the Purchaser and the authorised signatory/attorney of the Promoter will attend such office and admit execution thereof.

31. SERVICE OF NOTICES:

That all notices to be served on the Purchaser and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the

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

Name of Purchaser : Tejas Pradeep Kerkar

Mail ID :

Contact Number : 9967098109

Residential Address : V-5/9, Vidyanagar Society, Khalai Village,
Vidyavihar West, Mumbai 400086

Name of Promoter : M/S ADITYARAJ INFRA

Office Address : Shop No. 9, Bldg. No. 106 Kambodhi CHS, Tilak
Nagar, Behind Hanuman Temple, Chembur,
Mumbai - 400071.

Notified Email ID : adityarajinfra26@gmail.com

It shall be the duty of the Purchaser and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Purchaser, as the case maybe. That in case there are joint purchasers all communications shall be sent by the Promoter to the Purchaser whose name appears first and at the address given by him / her which shall for all intents and purposes to consider as properly served on all the Purchasers.

32. TERMINATION OF AGREEMENT

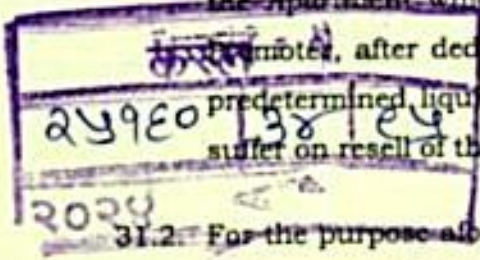
- 31.1 Without prejudice to the right of Promoter to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment on the date of any amount due and payable by the Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of instalments, taxes and/or other outgoings, the Promoter shall, at their discretion and option, be entitled to terminate this Agreement.

Provided that the Promoter shall give notice of 15 (fifteen) days in writing to the Purchaser at the address and e-mail id provided by the Purchaser, of the Promoter's intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement. In such an event, the Promoter through any of its partners shall be entitled to act as attorney of the Purchaser for the purpose of execution and registration of the requisite

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cancellation agreement and the Purchaser shall not be entitled to raise any objection in that regard.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Purchaser the instalments of sale consideration of the Apartment which may till then have been paid by the Purchaser to the Promoter, after deducting 10% (ten percent) of the total sale consideration as predetermined liquidated damages and the loss, if any, the Promoter may be suffer on resell of the Apartment to any other Purchaser.



31.2 For the purpose aforesaid, the Purchaser hereby appoints the Promoter and its partners as attorney(s) of the Purchaser to inter alia execute and present for registration the Cancellation Agreement or any other deed, document and writing signifying cancellation and termination of this Agreement in such form and manner as the Promoter may deem fit in its sole discretion and thereupon the Purchaser shall have no rights or interest left in the Apartment or any other claim hereunder save and except refund of the amounts paid by the Purchaser after deducting 10% of the total sale consideration and the loss, if any, the Promoter may be suffer on resell of the Apartment to any other Purchaser PROVIDED HOWEVER THAT the Purchaser shall have no claim in the profit, if any, realized by the Promoter on reselling the Apartment at higher price..

31.3. It is specifically agreed between the Parties hereto that, if the transaction in respect of the Apartment between the Promoter and Purchaser herein is terminated as stated in sub-para (a) and (b) hereinabove written, then all the instruments and writings under whatsoever head executed between the parties hereto or between the Promoter and Purchaser herein shall stand automatically cancelled and the Purchaser shall have no right, title, interest or claim against the Promoter.



31.4 Notwithstanding any of the above clauses, in the event the Promoter is unable to give possession of the Apartment on the due date, for any reason whatsoever, the Purchaser will be entitled to terminate this Agreement and on such termination by the Purchaser, the Promoter shall within 60 (Sixty) days of such termination refund the entire amount received from the Purchaser under this Agreement with interest as specified in the Rules.

33. DISPUTE RESOLUTION

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, it shall be referred to the Authority under RERA.

34. GOVERNING LAW

The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time

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being in force and subject to clause 34 above, the courts and tribunals at Mumbai will have the jurisdiction.

35. MEANING OF WORDS IN THE AGREEMENT

In this Agreement unless context otherwise implies:

- a) The expression defined herein shall have the respective meaning assigned to them.
- b) The singular wherever used shall include plural and vice-versa.
- c) The masculine gender used herein shall include feminine and/or neutral gender wherever applicable.

36. MISCELLANEOUS:

- a) The titles of the clauses are for ease of reference only and shall not control or affect the meaning or construction or scope of any provision hereof.
- b) Print and electronic media advertisement, the Brochure, layout display plan, model of the Building, perspective and such other sale promotional and publicity literature shall be informative in its nature and shall change from time to time without notice and shall not constitute part of this contract and shall not be enforceable against the Promoter.

37. EFFECT OF LAWS:

This Agreement shall always be subject to the provisions of Real Estate (Regulation and Development) Act, 2016 (RERA) read with Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of estate agents, rates of interest and disclosures on website) Rules, 2017.

**FIRST SCHEDULE ABOVE REFERRED TO
DESCRIPTION OF THE PROPERTY**

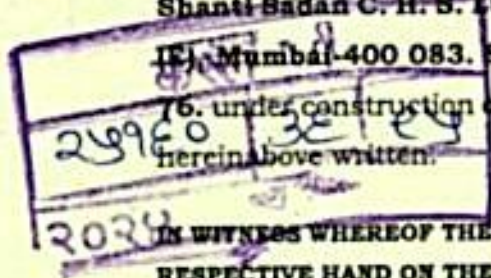
All that piece and parcel of the land bearing Survey No. 113, [part], City Survey No. 351 [part] admeasuring 840 sq. mtrs. or thereabouts of Tagore Nagar Shanti Sadan C. H. S. Ltd., lying, being and situate at Bldg. No. 26, Village Hariyali, Tagore Nagar, Vikhroli (E), Mumbai-400 083. Survey No. 113 (Part), City Survey No. 351 [part]. in the Registration Sub-District of Kurla, Mumbai Suburban District, and bounded as follows:

On or towards the North	:	Building No. 28.
On or towards the South	:	Building No. 24.
On or towards the East	:	Building No. 27.
On or towards the West	:	Building No. 15.

Di *Rajit* *Rajit*

**SECOND SCHEDULE ABOVE REFERRED TO
DETAILS OF THE APARTMENT**

1.1 Residential Apartment being **Flat No. 1205** having Rera carpet area admeasuring **384 sq. ft.** Situated on the **12th floor** in the Building to be named as **"Adityaraj Shanti Sadan C. H. S. Ltd."** Bldg. No. 26, Village Hariyali, Tagore Nagar, Vikhroli (E), Mumbai-400 083. Survey No. 113 (Part), City Survey No. 351 [part] 69 to 76, under construction on the land more particularly described in the First Schedule hereinabove written.



IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HAND ON THE DAY AND YEAR WRITTEN HEREINABOVE.

SIGNED AND DELIVERED BY THE
PROMOTER within named
M/S ADITYARAJ INFRA
through its Partners

1. Mr. Manoj. Khushalani

Manoj Khushalani



2. Mr. Naresh G. Jumanani

Naresh G. Jumanani



3. Mr. Rohit G. Vatiyani

Rohit G. Vatiyani



in the presence of:

1. *[Signature]*
2. *[Signature]*

SIGNED AND DELIVERED by the
PURCHASER within named:

1. Tejas Pradeep Kerkar

Tejas Pradeep Kerkar



in the presence of

1. *[Signature]*
2. *[Signature]*




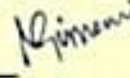

RECEIPT

RECEIVED from the within named Mr. Tejas Pradeep Kerkar, a sum of Rs. 8,05,820/-
(Rupees Eight Lakhs Five Thousand Eight Hundred Twenty Only), being the Part
consideration amount paid by them to us till date.

WE SAY RECEIVED Rs. 8,05,820/-

(Subject to realization of cheque)

for M/S ADITYARAJ INFRA (Promoter)

Partner/Authorized Signatory

Witnesses:

1. 
2. 

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२५९६०	३७	९५
२०२४		

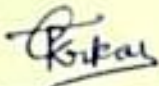


Declaration

I Tejas Pradeep Kerkar aged about 22 years presently residing at V-5/9, Vidyanagar Society, Khairi Village, Vidyavihar West, Mumbai 400086, do hereby confirm and submit as follows:-

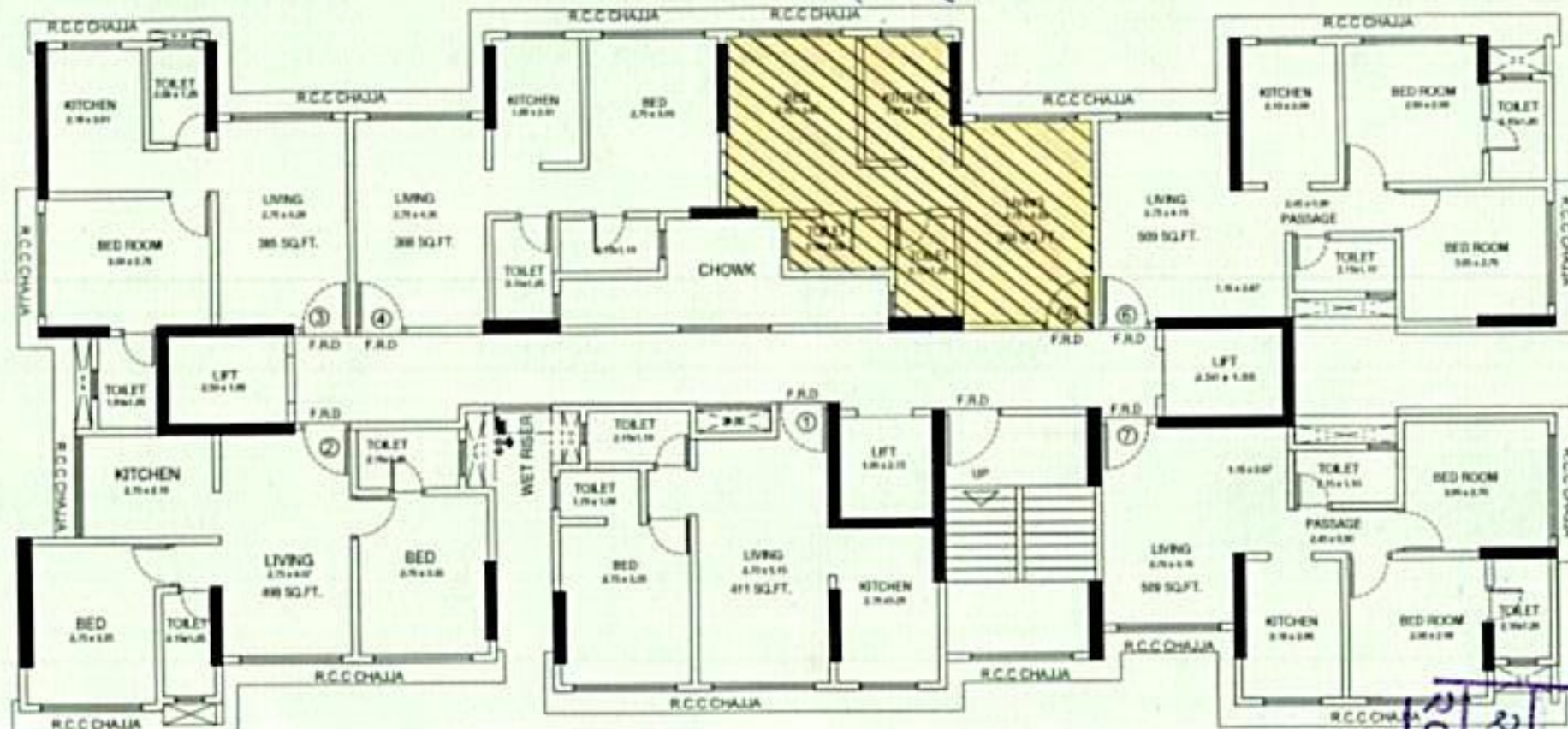
1. I have booked a Flat No. 1205 on the 12th floor at Adityaraj Shanti Sadan C. H. S. Ltd." Bldg. No. 26, Village Hariyali, Tagore Nagar, Vikhroli (E), Mumbai-400 083. Survey No. 113 (Part), City Survey No. 351 [part].
2. The total consideration amount of the said Flat is Rs. 65,00,000/- (Rupees Sixty Five Lakhs Only).
3. Advance / part payment in respect of the said Flat so far paid by me / us to the developer is Rs. 8,05,820/- (Rupees Eight Lakhs Five Thousand Eight Hundred Twenty Only).
4. Balance payment due is Rs. 56,94,180/- (Rupees Fifty Six Lakhs Ninety Four Thousand One Hundred Eighty Only), and the same will be paid as per the clause 1 of the sale agreement (Payment schedule attached herewith), since the bank has already sanctioned the required loan amount we undertake to submit bank's loan sanction letter to the developers before registration of the sale agreement, further if the bank loan is not disbursed as per payment schedule as shown in the sale agreement, then We will arrange the funds from our own sources and if we fail to arrange the funds within 30 days, then the developer will be at the liberty to cancel the registered sale agreement and subsequently the developer can sell the flat to any other buyer, for which I will not have any objection and we will accept the refund of the amounts whatever till date paid by me.
5. I am aware that this affidavit will be attached to Sale Agreement before registration.

Solemnly affirmed at Mumbai.



This 27th day of December 2024





Flat No. 1205, 12th Floor

BLDG NO. 26

2ND TO 7TH & 9TH TO 14TH, 16TH TO 22ND FLOOR PLAN

SCALE = 1:100



NO.	NAME	DESIGN	DATE	TIME	REMARKS
1	DR. A. B. SINGH	ARCHT.	12/05/2023	10:00	REVIEWED
2	DR. A. B. SINGH	ARCHT.	12/05/2023	10:00	REVIEWED
3	DR. A. B. SINGH	ARCHT.	12/05/2023	10:00	REVIEWED
4	DR. A. B. SINGH	ARCHT.	12/05/2023	10:00	REVIEWED
5	DR. A. B. SINGH	ARCHT.	12/05/2023	10:00	REVIEWED
6	DR. A. B. SINGH	ARCHT.	12/05/2023	10:00	REVIEWED
7	DR. A. B. SINGH	ARCHT.	12/05/2023	10:00	REVIEWED
8	DR. A. B. SINGH	ARCHT.	12/05/2023	10:00	REVIEWED
9	DR. A. B. SINGH	ARCHT.	12/05/2023	10:00	REVIEWED
10	DR. A. B. SINGH	ARCHT.	12/05/2023	10:00	REVIEWED

ANNEXURE - "E"

The final list of Amenities to be provided in this flat.

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Flooring:

- Vitrified tiles in all rooms.
- Antiskid flooring in toilet & bath.

Kitchen:

- Granite Kitchen platform.
- Branded SS Sink.
- Fresh air exhaust fan.
- Provision for Fridge, Washing Machine.
- Mosquito Prevention net in Window.
- Cook Top & Chimney.

Bath & WC:

- Concealed Plumbing.
- Bathroom with modern sanitary ware.
- Wall tiles and Antiskid floor tiles.
- Granite door frame.
- Brand designer C.P. Bath Fittings.
- Louvered windows with mosquito net.
- Exhaust fan for fresh Air.
- Hot Water Geyser.

Doors & Windows:

- Designer laminated flush doors with branded handles & locks.
- Wooden door frames for main door & all other rooms.
- Anodized Aluminum sliding windows with tinted glass.
- Granite window sill.
- MS Grill / Railing for safety on windows.

Walls & Paints:

- Gypsum finished internal walls.
- Quality paint on internal & external walls.
- Texture paint on External walls.

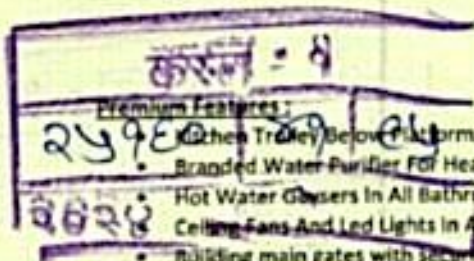
Electrification:

- High grade concealed copper wiring with MCB.
- Modern Modular Switches with circuit breakers.
- Adequate Electric, AC, TV, Telephone points.
- Intercom & Video door phone in each flat.
- Internet cable provided.

Encouraging Swachh Bharat Abhiyan:

- Easily Accessible Dustbins Located.
- On Each Floor And Compound Areas.
- Systematic Wet & Dry Garbage Collection System.





- Kitchen Trolley Below Platform.
- Branded Water Purifier For Healthy Living.
- Hot Water Geysers In All Bathrooms.
- Ceiling Fans And Led Lights In All Rooms.
- Building main gates with security cabins.
- Solid 5 ft. Compound Wall.
- Grand Air Conditioner Main Entrance Lobby.
- Well illuminated Lobby, Staircase and common Areas.
- Designer concreted tiles in compound area.
- Well designed ventilated lift lobbies on each floor.
- Society Office.
- Anti-termite treatment for entire building foundation.
- Premium Brand automatic lifts with 1 stretcher lift.
- Adequate Water Supply by MCGM.
- Common toilet on Ground Floor.
- Provision for MGL Gas Line connection.
- Waterproofing Treatment on Terrace.
- Underground and Overhead Water Tanks with adequate storage capacity.
- 24/7 CCTV Camera Surveillance in Main Lobby.



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नोंदणीचे प्रमाणपत्र

नोंदणी क्रमांक बीओए/एच.एच.सी. / ८०३०.

२०१३


या प्रमाणपत्राद्वारे अधिनियम १९६० मधील विलेख आहे की,

हागोरनगर शांतीसदन को-ऑपरेटिव्ह होउिंग सोसायटी लिमिटेड मुंबई.

ही सोसायटी महाराष्ट्र सहकारी संस्थांचे अधिनियम १९६० मधील (सन १९६१ च्या महाराष्ट्र अधिनियम क्रमांक २४) कलम १ (१) अन्वये नोंदण्यात आलेली आहे.

अधिनियमाच्या कलम १२ (१) अन्वये व महाराष्ट्र सहकारी संस्थांचे विधम १९६१ मधील विधम क्रमांक १० (१) अन्वये संस्थेचे सर्वोच्च पदनिर्वाह सोसायटी सदस्य उपस्थित असून हतर पदनिर्वाह सोसायटी आहे.



(बही) 
(समाप्त हस्ताक्षरे)
(हतर) अधिनियमक निबंधक सहकारी संस्था (को-ऑपरेटिव्ह मे-
मुंबई पदनिर्वाह व क्षेत्रविकास मंडळ मुंबई



दिनांक :- ११-८-१३

for Nagore Nagar Housing Society Ltd.
Chairman
Secretary
TADORENAGAR SHANTI SADAN
CO-OP. HSG. SOCIETY LTD.



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२०२४		

Building Permission Cell, Greater Mumbai / MHADA

(A designated Planning for MHADA layouts constituted as per government regulation No.TPB-015/167/CR-51/2015/UD-11 DT. 23 May, 2018.)

FURTHER COMMENCEMENT CERTIFICATE

No. MH/EE/(BP)/GM/MHADA-8/590/2023/PCC/2/Amend

Date : 03 March, 2023

To

M/s. Adityaraj Infra C.A. to
Tagore Nagar Shanti Sadan Co.
Op. Hsg. Soc. Ltd.

Shop No. 9, Bldg. no. 106,
Kambodhi CHSL, Tilak Nagar,
Chembur, Mumbai.

Sub : Proposed Redevelopment of Existing Building No. 26 known as Tagore Nagar Shanti Sadan Co. Op. Hsg. Soc. Ltd. on plot bearing C.T.S. No. 351 (pt) of village Hariyali, at Tagore Nagar, Vikhroli (East), Mumbai.

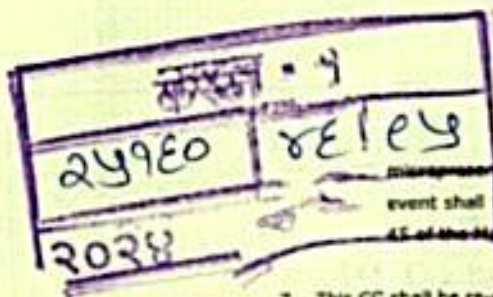


Dear Applicant,

With reference to your application dated 18 April, 2022 for development permission and grant of Further Commencement Certificate under section 44 & 69 of Maharashtra Regional Town Planning Act, 1966 to carry out development and building permission under section 45 of Maharashtra Regional and Town Planning Act, 1966 to Proposed Redevelopment of Existing Building No. 26 known as Tagore Nagar Shanti Sadan Co. Op. Hsg. Soc. Ltd. on plot bearing C.T.S. No. 351 (pt) of village Hariyali, at Tagore Nagar, Vikhroli (East), Mumbai.

The Commencement Certificate/Building permission is granted on following conditions.

1. The land vacated in consequence of endorsement of the setback line / road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate / Development permission shall remain valid for one year from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you or in contravention of the provision of coastal zone management plan.
5. This Certificate liable to be revoked by the VP & CEO, MHADA if:
6. If construction is not commenced this commencement certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such laps shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
 - a. The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
 - b. Any of the condition subject to which the same is granted or any of the restrictions imposed by the VP & CEO, MHADA is contravened or not complied with.
 - c. The VP & CEO, MHADA is satisfied that the same is obtained by the applicant through fraud or



misrepresentation and the appellant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 and 45 of the Maharashtra Regional Town Planning Act, 1966

7. This CC shall be re-endorsed after obtaining IOA for work beyond plinth.
8. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

VP & CEO / MHADA has appointed Shri. A N Rathod, Executive Engineer to exercise his powers and function of the Planning Authority under section 45 of the said Act.

This CC is valid upto dt. 11 March, 2023

Issue On : 12 March, 2021 Valid Upto : 11 March, 2022

Application No. : MHVEE(BPYGMMHADA-8/590/2021/CC/1/Old

Remark :

This C.C. is issued for work upto plinth as per approved IOA plans dttd. 11.02.2021.

Issue On : 29 October, 2021

Valid Upto : 11 March, 2022

Application No. : MHVEE(BPYGMMHADA-8/590/2021/FCC/1/Old

Remark :

This C.C. further upto top of 2nd floor i.e. Building comprising of Silt + 1st & 2nd upper floors as per approved amended plans dttd. 03.08.2021.

Issue On : 22 April, 2022

Valid Upto : 11 March, 2023

Application No. : MHVEE(BPYGMMHADA-8/590/2022/FCC/1/Amend

Remark :

This C.C. further extended upto top of 10th floor i.e. Silt + 1st to 10th upper floors as per approved amended plan dttd. 03.08.2021.

Issue On : 03 March, 2023

Valid Upto : 11 March, 2023

Application No. : MHVEE(BPYGMMHADA-8/590/2023/FCC/2/Amend

Remark :

This C.C. is further extended upto top of 22nd floor i.e. Silt + 1st to 22nd upper floors as per approved amended plan dttd. 03.08.2021.



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✓
Name : Anil Namdeo
Rathod
Designation : Executive
Engineer
Organization : Personal
Date : 03-Mar-2023 18:

Executive Engineer/B.P.Cell
Greater Mumbai/MHADA

Copy submitted in favour of information please

1. Chief Officer Mumbai Board.
2. Deputy Chief Engineer /B.P. Cell/MHADA.
3. Asst. Commissioner S Ward MCGM.

Copy to :-

4. EE Kuria Division / MB.
5. A.E.W.W S Ward MCGM.
6. A.A. & C S Ward MCGM
7. Architect / LS - Ankit M. Makani.
8. Secretary Tagore Nagar Shanti Sadan Co. Op. Hsg. Soc. Ltd.

म्हाडा
MHADA



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महाराष्ट्र गृहनिर्माण व क्षेत्रविकास प्राधिकरण
MAHARASHTRA HOUSING AND
AREA DEVELOPMENT AUTHORITY

म्हाडा
MHADA



Building Permission Cell, Greater Mumbai / MHADA

(A designated Planning Authority for MHADA layouts constituted as per government regulation No. TPB4315/167/CR-51/2015/UD-11 dt.23 May, 2018.)

INTIMATION OF APPROVAL (IOA) FOR ZERO FSI

No.EE/BP Cell/GM/MHADA - 8/ ६३० /2021

Dated: 11 FEB 2021

To,

M/s. Adityaraj Infra

C.A. to Tagore Nagar Shanti Sadan Co. Op. Hsg. Soc. Ltd.

101, Bldg. No.3, Purnima Society, Tagore Nagar,

Vikhroli (East), Mumbai - 400 083.

11 FEB 2021



Sub:- Proposed redevelopment of existing building No. 26 known as "Tagore Nagar Shanti Sadan Co. Op. Hsg. Soc. Ltd." on plot bearing C.T.S. No. 351(p) of Village Hariyali, at Tagore Nagar MHADA Layout, Vikhroli (E), Mumbai-400083.

Ref:- Application of Architect dated 19.01.2021

Dear Applicant,

With reference to your Notice U/s. 44/69 of MRTP Act 1966 submitted with letter No. Nil dtd. 19.01.2021 and delivered to MHADA on 19.01.2021 and the plans, Sections Specifications and Description and further particulars and details of your buildings at building No. 26 known as "Tagore Nagar Shanti Sadan CHS Ltd." on plot bearing C.T.S. No. 351 (pt) of Village Hariyali, at Tagore Nagar MHADA Layout, Vikhroli (E), Mumbai- 400 083 furnished to this office under your letter, dated 19.01.2021, I have to inform you that, I may approve ZERO FSI IOA the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you U/S 45(1)(ii) of MRTP Act 1966 as amended upto date, my approval by reasons thereof subject to fulfillment of conditions mentioned as under:-

A: CONDITIONS TO BE COMPILED WITH BEFORE STARTING THE WORK.

1. That the commencement certificate U/s-44/69(1) of MRTP Act shall be obtained.
2. That the compound wall shall be construct as per demarcation issued by Executive Engineer (Kurla Division) M.B. before C.C.

गृहनिर्माण भवन, कलानगर, बॉम्बे (पूर्व), मुंबई - ४०० ०५१.
दूरध्वनी : ६६४०५०००
फैक्स नं. : ०२२-२६५१२०५८

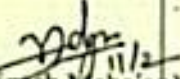
१

Gita Niman Bhawan, Kalanagar, Bandra (East), Mumbai - 400 051.
Phone : 66405000
Fax No.: 022-26592058
Website : www.mhda.maharashtra.gov.in

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3. That the structural Engineer shall be appointed and supervision memo of as per appendix- IX of D.C. Regulation - 10(3) (ix) shall be submitted by him.
4. That the structural Design and calculations for the proposed work accounting for system analysis as relevant IS code along with Plan shall be submitted before C.C.
5. That the Janata Insurance Policy shall be submitted.
6. That the requisitions of clause 49 of DCPR 2034 shall be complied with and records of quality of work, verification report, etc. shall be maintained on site till completion of the entire work.
7. That the bore well shall be constructed in consultation with H.E./MCGM.
8. That the work shall be carried out between 6.00 a.m. to 10.00 p.m. as per circular u/no. CHE/DP/7749/GEN dt.07.06.2016.
9. That the information Board shall be displayed showing details of proposed work, name of owner, developer, architect/LS, R.C.C. consultant etc.
10. That the specific NOC as per Hon'ble Supreme Court of India (S.L.P. Civil No. D23708/2017) Order in Dumping Ground Court Case dated 15/03/2018 shall be obtained from concerned department/S.W.M. Department.
11. That the safety measure shall be taken on site as per relevant provision of I.S. Code and Safety regulation.
12. That the final outcome of parking provision by Govt. of Maharashtra, UDD-1 shall be binding on you.
13. That the owner shall undertake that he will be abide by DCPR 2034 and will process the said proposal as per DCPR 2034 or as per demand raised by authorities or advised by authorities.
14. That the existing structure shall be demolish as per due process of law.

This IOA for zero FSI is valid for 1 year i.e. upto **10 FEB 2022**


(Dinesh Mahajan)
Executive Engineer B.P. Cell
Greater Mumbai/ MHADA.



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SPECIAL INSTRUCTIONS

1. THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.
2. "Every person who shall erect as new domestic building shall cause the same to be built so that every part of the plinth shall be
 - a. Not less than, 2 feet (60 cms.) above the center of the adjoining street at the nearest point at which the drain from such building can be connected with the sewer than existing or thereafter to be- laid in such street.
 - b. Not less than 2 feet (60 cms.) Above every portion of the ground within 5 feet (160 cms.)-of such building.
 - c. Not less than 92 ft.(Town Hall) above Town Hall Datum.
3. Your attention is invited to the provision of Section 152 of the Act where by the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion or occupation is effected by the Assessor and Collector's Department.
4. Your attention is further drawn to the provision about the necessity of submitting occupation certificate with a view to enable the V.P. & C.E.O./ M.F.A.O.A to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance if necessary.
5. Proposed date of commencement of work should be communicated.
6. One more copy of the block plan should be submitted for the Collector, Mumbai Suburbs District.

Attention is drawn to the notes accompanying this Intimation of Approval.



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NOTES

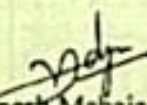
1. The work should not be started unless objections are complied with.
2. A certified set of latest approved plans shall be displayed on site at the time of commencement the work and during the progress of the construction work.
3. Temporary permission on payment of deposit should be obtained any shed to house and store for construction purpose, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and certificate signed by Architect submitted along with the building completion certificate.
4. Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site workers, before starting the work.
5. Water connection for constructional purpose from MHADA mains shall not be taken without approval from concerned Executive Engineer of Mumbai Board.
6. The owners shall intimate the Hydraulic Engineer or his representative in Wards at least 10 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilized for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presumed that Municipal tap water has been consumed on the construction works. and bills preferred against them accordingly.
7. The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials are expected to be stabled in front of the property. The scaffoldings, bricks, mortar, sand preps debris, etc. should not be deposited over footpaths or Public Street by the owner/architect/their contractors, etc without obtaining prior permission from the Ward Officer of the area.
8. The work above plinth should not be started before the same is shown to the office Sectional Engineer/Assistant Engineer concerned and acknowledged obtained from him regarding correctness of the open spaces & dimensions.
9. The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road an footpath.
10. All the terms and condition of the approved layout /sub-division under No. of should be adhered to and complied with.
11. The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.



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12. No work should be started unless the existing structures proposed to be demolished are demolished.
13. The Intimation of Approval is given exclusively for the purpose of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Competent Authorities and in the event of your proceeding with the work either without an intimation about commencing the work or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Approval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act 1966, (12 of the Town Planning Act), will be withdrawn.
14. All gully traps and open channel drains shall be provided with right fitting mosquito proof made of wrought iron plates or hinges. The manholes of all cisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on highly serving the purpose of lock and the warning pipes of the rabbit pretested with screw or dome shape pieces (like a garden mari rose) with copper pipes with perfections each not exceeding 1.5 mm in diameter. The cistern shall be made easily, safely and permanently accessible by providing a firmly fixed iron ladder, the upper ends of the ladder should be earmarked and extended 40 cms above the top where they are to be fixed as its lower ends in cement concrete blocks.
15. No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall.




 (Dinesh Mahajan)
 Executive Engineer B.P. Cell
 Greater Mumbai/ MHADA.

Office of
The Dy. Chief Fire Officer
Mumbai Fire Brigade
V.V. Narayana Command Center
Municipal Corporation, L.B.S. Road,
Mumbai-400 076

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**MUNICIPAL CORPORATION OF GREATER MUMBAI
MUMBAI FIRE BRIGADE**

No:- FB/HR/R-27/83
Date:- 28/12/2020

SUB: Fire-fighting & Fire protection requirements for the proposed building No. 26 Tagor Nagar Sadan CHS.LTD. i.e. High rise residential building on plot bearing c.t.s..351(pt)s.no. 113(pt) of Hariyali Village MHADA Layout, Vikhroli (E), Mumbai.under DCPR 2034, 33(5).

Ref: i) Letter submitted by Architect Ankit Makani dated- 12.12.2020
ii) M.P.B. No. HR/RVI/ 83 dated- 15.12.2020

E.E.(MHADA.)

This is a proposal for the proposed construction of High rise Residential building having ground floor on stilt for stack car parking + 1st to 22nd upper residential floors with a total height of 69.90 mtrs. measured from general ground level to terrace level.

Floor wise use of the Building are as under :

Floors	User
Ground floor	Entrance lobby + Stack car parking + meter room + pump room + Toilet
1 st floor	06 Nos. of residential flats + Fitness centre with office
2 nd to 7 th , 9 th to 14 th , 16 th to 22 nd floors	07 Nos. of residential flats on each floor
8 th floor	05 Nos. of residential flats + refuge area
15 th floor	05 Nos. of residential flat + refuge area
Terrace	Open to sky (treated as refuge area)



THE DETAILS OF STAIRCASES:

No. of staircase	Type of staircase	Width	From - to
02 No.	Enclosed	01.50 mtrs.	Leading from Ground floor to terrace level

The staircase is externally located and adequately ventilated to outside air as shown on the plan.

Lifts:

No. of lifts	Type of lifts	Profile
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2. *...*

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02 No.	Passenger lifts	Leading from Ground to terrace floor level
01 No.	Passenger lifts	Leading from Ground to top floor level
One passenger lift will be converted into fire lift. The lift lobby/common corridor at each floor level of building are naturally ventilated to outside air as shown in the enclosed plans		

THE OPEN SPACES:

The site / building abuts on 12.20 mtrs. wide existing Road on West side as shown on the plan.

The side open spaces around the building at ground level are as under:

Side	From building line to plot boundary
North	06.00mtrs. to 06.52mtrs.
South	03.60mtrs. to 03.70 mtrs.
East	03.76mtrs. to 03.77 mtrs.
West	03.08mtrs to 03.10 mtrs. + 12.20 mtrs. wide existing Road

REFUGE AREA PROVIDED ARE AS FOLLOWS:

Refuge floor	Refuge area (required)	Refuge area (proposed)	At the height of refuge floor from ground level.
8 th floor	85.66 sq. mtrs.	88.55 sq. mtrs.	26.40 mtrs.
15 th floor	97.65 sq. mtrs.	97.65 sq. mtrs.	46.70 mtrs.
In addition to above, terrace of the building will be treated as refuge area			
Refuge area calculation shall be verified by E.E.(MHADA) as per rules & excess refuge area shall be counted in F.S.I. as per DCPR-2034.			



proposal has been considered favorably taking into consideration the following:

- The proposal falls under 33(5) of DCPR 2034.
- The site abuts 12.20 mtrs. wide existing Road on West Side.
- Architect has been directed to provide automatic sprinkler system in Each flat, entire car parking area at Ground floor covering each car parking, as well as in lift lobby common corridor at each floor level of the building.
- The Architect has also been directed to provide Automatic smoke detection system in electric meter room & in each lift machine room and each car parking.

Architect has proposed 1st refuge area on 8th floor & 2nd refuge area on 15th floor. As per norms 3rd refuge area shall be provided on 22nd floor. However, architect has represented that due to planning constraint it is not possible to provide refuge area on 22nd floor & requested to treat terrace of the building (terrace above 22nd floor) as refuge area. This is considered subject to necessary approval from V.P.(MHADA).

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- v) During construction stage and prior to final occupation partly agreed to comply with additional requirements stipulated by Mumbai Fire Brigade Department.

In the view of the above as far as this department is concerned, there would be no objection for the construction of High rise Residential building having ground floor on stilt for stack car parking + 1st to 22nd upper residential floors with a total height of 69.90 mtrs. measured from general ground level to terrace level as per the details shown on enclosed plan signed in token of approval, subject to satisfactory compliances of the following requirements.

1. **ACCESS :**

There shall be no compound wall on 12.20 mtrs. wide existing Road on West side and the courtyards shall be flush with the road level. However, removable bollard chain link may be permitted.

2. **COURTYARDS :**

- The entire available courtyards on all the sides of the building shall be paved suitably to bear the load of fire engines weighing up to 48 m. tones each with a point load of 10 Kgs. per sq.cms.
- The courtyards shall be kept free from obstruction at all times.
- No structure of any kind shall be permitted in courtyards of the building.

3. **STAIRCASE :**

- The layout of the staircase shall be enclosed type as shown in the plan throughout its height and shall be approached (gained) at each floor level through at least one hour fire resistant self closing door (45 mm. thickness) placed in the enclosed wall of the staircase at landing.
- The flight width of the staircase shall not be less than 01.50 mtrs. throughout its height.
- Permanent vent at the top equal to 5% of the cross sectional area of the staircase shall be provided.
- Openable sashes or R.C.C. grills with clear opening of not less than 0.5 sq.mtrs. per landing on the external wall of the staircase shall be provided.
- Nothing shall be kept or stored in staircase / corridor / passage.

The staircase door at terrace shall be provided in the following manner:

- The top half portion of the doors shall be provided with louvers.
- The latch-lock shall be installed from the terrace side at the height if not more than 1 mtrs.
- The glass front of 6 inch diameter with the breakable glass shall be provided just above the latch lock, so as to open the latch in case of an emergency by breaking glass.

4. **CORRIDOR / LIFT LOBBY :**

- Corridor / lift lobby at each floor level shall be naturally ventilated.



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- ii) The common corridor / lift lobby at each floor level shall be kept free from obstructions at all times.
- iii) Proper signage's for way to staircase, escape routes, staircase, floor nos. etc. shall be provided at each floor of building.

5. **ELECTRIC CABLE SHAFT AND ELECTRIC METER ROOM:**

- i) Electric cable shaft shall be exclusively used for electric cables and should not open in staircase enclosure.
- ii) Electric cable shaft shall be sealed at each floor level with non combustible materials such as vermiculite concrete. No storage of any kind shall be done in electric shaft.
- iii) Electric wiring/ cable shall be non-toxic, non-flammable, low smoke hazard having copper core / fire resistance for the entire building with provision of ELCB/MCB.
- iv) Electric meter room shall be provided at ground floor level. It shall be adequately ventilated & easily accessible.
- v) Electric wiring shall be having copper core having the fire resistance and low smoke hazard cables for the entire bldg., with the provision of ELCB/MCB.
- vi) Low and medium voltage wiring running in shaft and in false ceiling should run in separate conduits;
- vii) Water mains, telephone lines, intercom lines, gas pipes or any other service line should not be laid in the duct for electrical cables; use of bus bar/solid rising mains instead of cables is preferred.
- viii) Separate circuits for firefighting pumps, lifts, staircases and corridor lighting shall be provided directly from the main switch gear panel and these circuits shall be laid in separate conduit pipes, so that fuse in one circuit will not affect the others. Such circuits shall be protected at origin by an automatic circuit breaker with its no-volt coil removed.
- ix) Master switches controlling essential service circuits shall be clearly

ESCAPE ROUTE LIGHTING:

Escape route lighting (staircase and corridor lights) shall be on independent circuits as per rules.

DOORS ENTRANCE, KITCHEN DOOR AND EXIT/ENTRANCE STAIRCASE:

- i) Flats /Fitness centre/ kitchen door (if provided) shall be of solid core having fire resistance of not less than one hour (solid wood of 45 mm thickness.)
- ii) The fire resistance rating for staircase F.R.D., Lift lobby / protected lobby & the lift doors as per N.B.C. provisions.

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8. **LIFT:**

A. **PASSENGER LIFT**

- Walls enclosing lift shaft shall have a fire resistance of not less than two hours.
- Shafts shall have permanent vent of not less than 0.2 sq. mtrs in clear area immediately under the machine room.
- Landing doors and lift car doors of the lifts shall be of steel shuttered with fire resistance of one hour. No collapsible shutter shall be permitted.
- One of the lift shall be converted into fire lift and shall be as per specifications laid down under the regulations.
- Threshold of non combustible material shall be provided at the entrance of each landing door.

b. **FIRE LIFT:**

- To enable fire services personnel to reach the upper floors with the minimum delay, One lift shall be provided, and shall be available for the exclusive use of the firemen in an emergency.
- The electric supply shall be on a separate service from electric supply mains in a building and the cables run in a route safe from fire, that is, within the lift shaft. Light & fans in the elevators having wooden paneling or sheet steel construction shall be operated on 24 volt supply.
- Fire lift should be provided with a ceiling hatch for use in case for emergency. So that when the car gets stuck up, it shall be easily openable.
- In case of failure of normal electric supply, it shall automatically changeover to alternate supply. For apartment houses, this changeover of supply should be done through manually operated changeover switch. Alternatively, the lift shall be so wired that in case of power failure, it comes down at the ground level and comes to stand-still with door open.
- The operation of fire lift should be by a simple toggle or two - button switch situated in glass-fronted box adjacent to the lift at the entrance level. When the switch is on, landing call points will become inoperative and the lift will be on car control only or on a priority control device. When the switch is off, the lift will return to normal working. So this lift can be used by the occupants in normal times.
- The words 'Fire lift' shall be conspicuously displayed in fluorescent paint on the lift landing doors at each floor level.
- The speed of the fire lift shall be such that it can reach the top floor from ground level within one minute.
- Fire lift shall be constructed as per prevailing Indian & International standard.

9. **STACK CAR PARKING:-**

- Structural design shall be of structural steel construction.
- Vertical deck separation multi-car parking level, vertical separation between the upper & lower decks shall be of non-perforated and non combustible materials. Structural steel plate shall be provided. This is to minimize direct



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- impingement of flame to the car in the upper deck and also to prevent dripping of any possible leaking fuel to the lower deck.
- iii) Elements of the stacked car parking structure shall have 1 hr. fire resistance.
 - iv) Each car parking deck shall have 1 hr. fire resistance.
 - v) Parking area shall be accessible by trained staff when carrying out the maintenance work.
 - vi) The parking system is to be ceased during the maintenance operation.
 - vii) Stack car parking shall be provided with automatic sprinkler system covering each car parking.

10. CAR PARKING :-

- i) Car parking shall be permitted in the designated area.
- ii) Drainage of the car parking area of all the levels shall be laid independent from that of the buildings & it shall be provided with catch pit & fire trapped before connecting the building drainage or Municipal drainage.
- iii) Drainage of the car parking areas at all the levels shall be so laid as to prevent any overflow in the staircase, lift shaft etc.
- iv) The parking area shall not be used for dwelling purpose & repairing / maintenance purpose, at any time. Dwelling use of naked light/flame, repairing / maintenance of vehicles shall be strictly prohibited in the parking area.
- v) Repairing / servicing of cars, use of naked light shall not be permitted in the car parking area.
- vi) The drive way shall be properly marked & maintained unobstructed.
- vii) The Automatic Sprinkler System provided to the entire car parking area.

11. FALSE CEILING (if provided) :

False ceiling if provided in the building shall be of non-combustible material. Similarly, the suspenders of the false ceiling shall be of non-combustible materials.

12. MATERIALS FOR INTERIOR DECORATION/FURNISHING:

The use of materials which are combustible in nature and may spread toxic fumes/gases should not be used for interior decoration/furnishing, etc.

13. FIRE FIGHTING REQUIREMENTS :

UNDERGROUND WATER STORAGE TANK:

An underground water storage tank of 1,50,000 liters capacity shall be provided at location marked on the plan as per design specified in the rules with baffle wall and fire brigade collecting breaching. The design shall be got approved from H.E.'s department prior to erection. The slab of U.G tank shall be flush with ground level and it should bear point load of 10.00 k.g./cm², also certificate in that effect shall be submitted at the time of asking occupation certificate.

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B) OVERHEAD WATER STORAGE TANK:

A tank of 30,000 liters capacity shall be provided at the terrace level of the building. The design shall be got approved from H.E.'s department prior to erection. The tank shall be connected to the wet riser through a booster pump through a non return valve and gate valve.

C) WET RISER:

Wet riser of internal diameter of 15cms. of G.I. 'C' class pipe, with twin hydrant outlet and hose reel on each floor shall be provided as shown on plan. Pressure reducing discs or orifices shall be provided at lower level so as not to exceed the pressure of 5.5 kgs/sq.cm.

D) FIRE SERVICE INLET :-

- A fire service inlet on the external face of the building near the tank directly fronting the courtyards shall be provide to connect the mobile pump of the fire service independently to (a) The wet riser, (b) Sprinkler system.
- Breeching connection inlet shall be provided to refill U.G. tank,
- Operating switches of fire pumps shall be also provided in glass fronted boxes at ground floor.

E) AUTOMATIC SPRINKLERS SYSTEM:

Automatic sprinkler system shall be provided in Each flat on each floor, society office, fitness centre, entire car parking covering each car parking at Ground floor as well as in lift lobby/common corridor at each floor level of the building. The automatic sprinkler system shall be installed as per the standard laid down by T.A.C. and relevant I.S. specifications.

F) FIRE PUMP, SPRINKLER PUMP, JOCKEY PUMP & BOOSTER PUMP :

- Wet riser shall be connected to a fire pump at ground level of 2400 litres / min capacity giving a pressure of not less than 3.2 kgs / sq.cms. at the topmost hydrant along with jockey pump of a suitable size.
- Booster pump of capacity of 900 litres / min. having a pressure of not less than 3.2 kgs. / sq.cms. at the hydrant outlets of the wet riser shall be provided at the terrace level of the building.
- An independent sprinkler pump of suitable capacity along with jockey pump shall be provided for automatic sprinkler system.
- Electric supply (normal) to these pumps shall be on independent circuit.
- Two hose boxes, each with two hoses of length 50 feet standard size and branch shall be equally distributed near wet riser landing valve on ground floor.
- Only surface mounted pump or vertical turbine pump shall be installed for firefighting system.
- Switch of booster pump shall be provided at terrace level, top three floors, ground floor as well as on each refuge area of building.



7. *M. K. Jadhav*
25/10/2024

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G) EXTERNAL HYDRANTS:

Courtyard hydrants shall be provided within the confines of the site of the wet riser on ground floor for every 30.00 mtrs. distance around the building. Hose box with non percolating ISI marked hoses (length not less than 15 mtrs) & branch shall be equally distributed on ground floor as well as on each floor near the hydrant outlet.

H) PORTABLE FIRE EXTINGUISHERS:

- One dry chemical powder type fire extinguisher of 6 kgs. capacity having B.I.S. certification mark and two bucket filled with dry clean sand shall be kept in electric meter room as well as in each lift machine room.
- One dry chemical powder type fire extinguisher of 6 kgs capacity having B.I.S. certification mark and one buckets filled with dry clean sand shall be kept at ground level near car parking area for every 100.00 sq.mtrs. area.
- One dry chemical powder type fire extinguisher of 6 kgs capacity having B.I.S. certification mark shall be provided on each floor of the building.

I) ALTERNATE SOURCE OF POWER SUPPLY:

An alternate source of LV/HV supply from a separate substation OR from a D.G. set with appropriate changeover switch shall be provided for fire lifts, fire pumps, booster pump, sprinkler pump, jockey pump, staircase and corridor lighting circuits and fire alarm system. It shall be housed in separate cabin.

14. MANUAL FIRE ALARM SYSTEM :

The building shall be provided with manual fire alarm system with main control panel at ground floor level and pull-boxes and hooters at each upper floor level in accordance with B.I.S. specification.

AUTOMATIC SMOKE DETECTION SYSTEM:

Automatic smoke detection system shall be installed in electric meter room & in each lift machine room as per IS specifications with main console panel at ground floor level.

SIGNAGES :

Self-luminous/fluorescent exit signs in green color shall be provided showing the means of escape for the entire building.

PUBLIC ADDRESS SYSTEM:

The building shall be provided with public address system as per the rules with main control operator at console panel at ground floor.



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18. TRAINED FIRE STAFF/SECURITY GUARDS:

The trained fire staff / Security guards having basic knowledge of firefighting & fix firefighting installation shall be provided / posted in the building.

19. REFUGE AREA: (For each wing)

Refuge area provided on 8th & 15th floor level shall be conforming to the following requirements:

i) Manner of refuge area:

- The refuge area shall be so located that it shall preferably face the access road / wider open space of the building.
- The refuge area shall be provided with railing / parapet of 1.20 mt.
- The refuge area shall have a door which 'shall be painted or fixed with a sign in luminous paint mentioning "REFUGE AREA"
- The lift/s shall not be permitted to open into the refuge areas.
- The refuge area provided within building line shall be accessible from common passage/ staircase.

ii) Use of refuge area :

- The refuge area shall be earmarked exclusively for the use of occupants as temporary shelter and for the use of Fire Brigade Department or any other organization dealing with fire or other emergencies when occur in the building and also for exercises/drills if conducted by the Fire Brigade Department.
- The refuge areas shall not be allowed to be used for any other purpose and it shall be the responsibility of the owner/occupier to maintain the same clean and free of encumbrances and encroachments at all times.

iii) Facilities to be provided at refuge area

Adequate emergency lighting facility shall be provided.

iv) Terrace floor as a refuge floor:

- The necessary facilities such as emergency lighting, drinking water etc. shall be provided.
- The access door/s from the enclosed staircase/s to the terrace floor shall have louvers at top half portion of the door. The entrance doors to the terrace shall be painted or fixed with sign painted in luminous paint mentioning "REFUGE AREA".

20. Excess refuge area beyond 4% shall be counted in FSI.

Now party has paid Scrutiny Fees of Ra. 5,21,870/- vide receipt No. 5190468/69/70 (SAP DOC No. 1003965248) dated 28.12.2020 on the total gross built up area of 8845.23 Sq. mtrs. as certified by the Architect.

However, E.E.(MHADA) is requested to verify the gross built up area and inform this Department if it is more.



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Note To, E.E.(MHADA)/Architect:

- i) The fire-fighting installation shall be carried out by licensed approved agency.
- ii) The proposal shall be verified as per DCPR 2034^{and} shall be checked by the E.E.(MHADA) & area calculation shall also be verified.
- iii) Architect has proposed 1st refuge area on 8th floor & 2nd refuge area on 15th floor. As per norms 3rd refuge area shall be provided on 22nd floor. However, architect has represented that due to planning constraint it is not possible to provide refuge area on 22nd floor & requested to treat terrace of the building (terrace above 22nd floor) as refuge area. This is considered subject to necessary approval from V.P.(MHADA).
- iv) The width of the abutting road, open spaces mentioned in plans as submitted by the Architect attached herewith. These parameters shall be verified by E.E.(MHADA). before granting any permission (I.O.D./C.C./further C.C.) If found any contradiction, the proposal shall be referred back to this Department.
- v) This NOC is issued only from Fire Protection & Fire-Fighting requirements point of view, without prejudice to legal matters pending in court of law, if any & issued on the request letter from Architect. Any authorized or legal matter shall be cleared by Owner/ Occupier/ Developer/Architect etc.

Copy to: Architect, Mr. Ankit Makani

— J. J. —
Dy. Chief Fire Officer
Mumbai Fire brigade

[Signature]
Dy. Chief Fire Officer
Mumbai Fire brigade

[Signature]
28/11/2020



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KRINJAL S. AHUJA

BA., LLM

ADVOCATE HIGH COURT

Off: Off no. 3, 3rd floor, Fine Mansion, D.N. Road, Fort. Mumbai- 400 001. Mob: 9594788326.
Email id: ahuja.krinal@yahoo.com

FORMAT -A -

(Circular No:- 28/2021)

To

Maha RERA

Maharashtra,

Mumbai.

LEGAL TITLE REPORT

Sub: Title clearance certificate with respect to Plot of Land bearing CTS No.351(PART) SURVEY NO. 113 (PART) Admeasuring area about 840 Sq mtr Situated at Building no. 26, Tagore Nagar, Shanti Sadan Co-op Housing Society Ltd; Tagore Nagar, Vikhroli (East) Mumbai - 400083 of Village - Hariyali, Taluka - Kurla (hereinafter referred as "the Said Plot").

I have investigated the title of the said plot on the request of Developer M/s. Adityaraj Infra and following documents i.e.:-

1. Description of the Property: Plot of land bearing CTS No.351(PART) SURVEY NO. 113 (PART) Admeasuring area about 840 Sq mtr situated at Building No. 26, Tagore Nagar, Shanti Sadan Co-op Housing Society Ltd; Tagore Nagar, Vikhroli - (East), Mumbai - 400083 of Village- Hariyali, Taluka - Kurla (hereinafter referred as "the Said Plot")
2. The documents of Allotment of Plot: Search Report for 30years dated 22nd March, 2021 by Search Clerk Swapnil More.

Development Agreement dated 9th September, 2020 registered at the Sub-Registrar of Assurances, Kurla bearing Document Registration serial no.



KRL-4/6963/2020 and Registered Power of Attorney dated 9th September, 2020 at the Sub - Registrar of Assurances, Kurla bearing Document Registration serial no. KRL-4/6964/2020.

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3. 7/12 extract or property card issued by City Survey officer, Ghatkopar dated 09.01.2020 vide Application no. 050 dated 09.01.2020 in the name of Maharashtra Griha Nirman Bhavan. mutation entry no. Nil.		
4. Search report for 30 years from 1992 till 2021.		

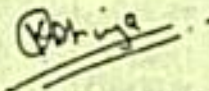
2/- On perusal of the abovementioned documents and all other relevant documents relating to title of the said property. I am of the opinion that the title of the Developer M/s. Adityaraj Infra, is clear, marketable and without any encumbrances vide Development Agreement registered between Tagore Nagar Shanti Sadan Co-operative Housing Society Ltd, M/s. Adityaraj Infra (Developer) and Members registered at Kurla- 4 vide Document Registration Serial no. KRL - 4/6963/2020 and Registered Power of Attorney dated 9th September, 2020 at Kurla - 4 vide Document Registration Serial no. KRL-4/6964/2020.

Owner of the land

1. Maharashtra Griha Nirman Bhavan, Mumbai CTS No. 351 (As per 7/12, Property card)
2. Tagore Nagar Shanti Sadan Co-operative Housing Society Ltd vide Sale deed in the year 2020 from Maharashtra Housing and Area Development Board, Mumbai (As per Search Report dated 22nd March, 2021 by Search Clerk Swapnil More)

3/- The report reflecting to flow of the title of the Owner and Developer on the said Plot is enclosed herewith as Annexure - "A".

Encl: Annexure - "A".



Krinjal S. Ahuja
Advocate High Court
Mob: 9594788326
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Date: 31.03.2021



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Maharashtra Real Estate Regulatory Authority
CERTIFICATE FOR EXTENSION OF REGISTRATION OF PROJECT
FORM 'F'
[See rule 7(2)]

This extension of registration is granted under section 6/7 of the Act, to the following project: Project: **ADITYARAJ SHANTI SADAN**, Plot Bearing / CTS / Survey / Final Plot No. 351 at Kuria, Kuria, Mumbai Suburban, 400082 registered with the regulatory authority vide project registration certificate bearing No P51800029077 of

1. Adityaraj Infra having its registered office / principal place of business at Tehsil: Kuria, District: Mumbai Suburban Pin: 400089.
2. This renewal of registration is granted subject to the following conditions, namely:-
 - The promoter shall execute and register a conveyance deed in favour of the allottees or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 (2) of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (f) of sub-section (2) of section 4 read with Rule 5;

OR

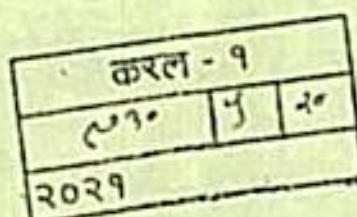
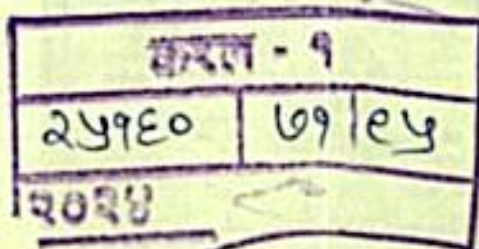
That entire of the amounts to be realised hereinafter by the promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
- The registration shall be valid up to 28/02/2025 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 6/7 of the Act read with rule 7 the Act.
- 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
- If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the regulations made there under.



Dated: 07/11/2024
Place: Mumbai

Signature valid
Digitally Signed by
Prakash Kulkarni, Sebate
Signature (Secretary, Maharashtra Real Estate Regulatory Authority)
Date: 11/11/2024, 11:43 AM





SPECIAL POWER OF ATTORNEY

This Special Power of attorney Executed on this 01st day of June, 2021 TO ALL TO WHOM THESE PRESENTS SHALL COME, We M/S. ADITYARAJ INFRA (PAN NO. ABMFA9638B), a Partnership Firm through its partners MR. MANOJ G. KHUSHALANI, aged about 55 years, MR. ROHIT GUL VATIANI, aged about 36 years, AND MR. NARESH GHANSHAMDAS JUMANI, aged about 55 years, having its Registered office at Shop No.9, Building No.106, Kambodhi C.H.S. LTD, Tilak Nagar, Chembur, Mumbai-400089, and Working office at 101 and 102, Purnima Pride, Building No.03, Tagore Nagar, Vikhroli (East), Mumbai-400083. DO HEREBY SEND GREETINGS:

Manoj

Rohit

Naresh

Adityaraj

Kiran

करल - १		
२०१०	६४	६५
२०२१		

करल - १		
२५१६०	७२	६५
२०२४		

WHEREAS

- a. We state that due to our preoccupation in the business and other commitments, we are unable to attend the office of the Sub-Registrar of Assurances within Mumbai and Mumbai Suburban District therefore We are desirous of appointing our constituted Attorneys namely 1. MR. CHANDRASHEKHAR S. PAL, 2. MR. NARAYAN S. PAL AND 3. MR. MANGESH S. CHAVAN (any one) who will lodge and admit the various documents Viz Agreement for sale, Sale Deed, Agreement, Supplementary Agreement, Permanent Alternate accommodation Agreement, Undertakings, Indemnity bond, Correction Deed, Rectification Deed, Deed of Confirmation, Declaration and any other documents pertaining to the our Re-development of Building No.26, known as Tagore Nagar Shanti Sadan Co-operative Housing Society Ltd., Survey No.113, City Survey No.351(Pt.), Village Hariyali lying, being and situate at Tagore Nagar, Vikhroli (East), Mumbai 400083, which is undergoing in the name of our firm M/S. ADITYARAJ INFRA, by Development agreement dated 09th day of September, 2020 and same has been registered under serial No. KRI/4/6963/2020. Copy of Index II annexed as Annexure hereinafter.

NOW KNOW YE ALL MEN AND THESE PRESENTS WITNESSETH We, M/S.

ADITYARAJ INFRA, a Partnership Firm through its partners MR. MANDU KHURANA, aged about 55 years, MR. ROHIT GUL VATIANI, aged about 30 years, HENDRA NARAYAN GHANSHAMDAS JUMANI, aged about 55 years, do hereby jointly constitute and appoint 1. MR. CHANDRASHEKHAR S. PAL, 2. MR. NARAYAN S. PAL AND 3. MR. MANGESH S. CHAVAN as true and lawful attorney for the following purpose:-

1. To comply with all requisitions and formalities required to effectuate the legal and perfect registration of the abovementioned documents executed by the firm and to follow all the guidelines under the Indian Registration Act 1908 as well as Bombay Stamp Act in the name of my firm.
2. To admit the execution of various documents which executed by any one of us like Agreement for sale, Sale Deed, Agreement, Supplementary Agreement, Alternate accommodation Agreement, Undertakings, Indemnity bond, Correction Deed, Rectification Deed, Deed of Confirmation, Declaration and any other documents pertaining to the Building No.26, known as Tagore Nagar Shanti Sadan Co-operative Housing Society Ltd., Survey No.113, City Survey

[Handwritten signatures and initials]

करल - १
23960
2028

No. 351894, Village Hariyali lying, being and situated at Hariyali (East), Mumbai 400083 which is undergoing in the name of my aforesaid firm and I do the same with the office of the Sub-Registrar of Assurances and admit execution thereof;

We hereby agree, ratify and confirm whatsoever my attorney shall do or purport to do lawfully or cause to be done by virtue of these presents.

IN WITNESS WHEREOF, the parties here into have set and subscribed their respective signatures on this 7th day of June, 2021.

SIGNED, SEALED AND DELIVERED by)
the within named "DEVELOPERS")
M/S. ADITYARAJ INFRA)
Through their Partners)
MR. MANOJ G. KHUSHALANI)

[Signature]
[Seal]
[Portrait]

MR. ROHIT GUL VATIANI

[Signature]
[Seal]
[Portrait]

MR. NARESH GHANSHAMDAS JUMANI)
In the presence of)

1. *[Signature]*
2. *[Signature]*

[Signature]
[Seal]
[Portrait]



हमीपत्र

आम्ही

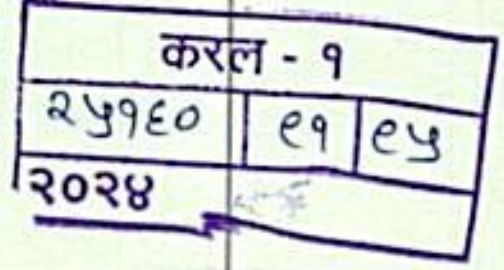
लिहून देणार:

Mr. Manoj G. Khushalani

Mr. Naresh G. Juman

Mr. Rohit G. Vatiani

M/s. Adityaraj Infra



लिहून घेणार:

Mr. Tejas Kerkar

या हमीपत्राद्वारे सह दुय्यम निबंधक कुर्ला - १ यांना हमी देतो की सदर दस्तामध्ये नमूद मिळकती सोबत कोणतेही वाहनतळ कार पार्किंग यांची विक्री हस्तांतरण होत नाही.

दिनांक: २४/०१/२०२४

लिहून देणार सही:

Mr. Manoj G. Khushalani

Mr. Naresh G. Juman

Mr. Rohit G. Vatiani

लिहून घेणार सही:

Mr. Tejas Kerkar



369/25160

शुक्रवार, 27 डिसेंबर 2024 5:20 म.नं.

दस्त गोष्टवारा भाग-1

करल 1

दस्त क्रमांक: 25160/2024

दस्त क्रमांक: करल 1 /25160/2024

बाजार मूल्य: रु. 58,71,569/-

मोबदला: रु. 65,00,000/-

भरलेले मुद्रांक शुल्क: रु.3,90,000/-

डु. नि. मह. डु. नि. करल 1 यांचे कार्यालयात

ज. क्र. 25160 वर दि.27-12-2024

रोजी 5:16 म.नं. बा. हजर केला.

पावली:28601

पावली दिनांक: 27/12/2024

सादरकरणाचे नाव: तेजस प्रदीप केकर

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1900.00

पृष्ठांची संख्या: 95

एकुण: 31900.00

दस्त हजर करणाऱ्याची सही:

सह. मुख्य निबंधक
कुर्ला-१ (वर्ग-२)

सह. मुख्य निबंधक
कुर्ला-१ (वर्ग-२)

दस्ताचा प्रकार: करारनामा

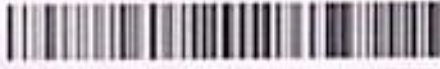
मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थानगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का क्र. 1 27 / 12 / 2024 05 : 16 : 06 PM ची वेळ: (सादरीकरण)

शिक्का क्र. 2 27 / 12 / 2024 05 : 17 : 14 PM ची वेळ: (फी)

करल - १
२५१६० ९४ ९५
२०२४





29/12/2024

मूची क्र.2

दुप्लेस निबंधक : मह. दु. नि. कुर्वा 1

दम्न क्रमांक : 25160/2024

नोदणी :

Regn.63m

गावाचे नाव : हरियाली

(1) किलेखाचा प्रकार	कगरनामा
(2) मोबदला	6500000
(3) वाजाराभावा/आदिपट्टावाच्या वाचनिलपट्टावाक आवागणी देतो की पट्टेदार ने नसुद करणे)	5871568.56
(4) अ.माण, गोंदहिम्मा व परब्रमांक (अमल्याम)	1) पाविकेचे नाव: Mumbai Ma.na.pa. इतर वर्णन :महानिका नं: 1205, माळा नं: 12 वा मजला, इमारतीचे नाव: आदित्यराज शांती मदन को-ऑप. होमिंग सोसायटी लिमिटेड, प्लॉट नं: विलिड नं. 26, प्लिनेज हॉमिवाली, रोड : टागोर नगर, विडोळी पूर्व, मुंबई - 400083, इतर माहिती: सेक्टर 384 चौ. फुट रेग कार्ट. ((C.T.S. Number : 351 part ;))
(5) क्षेत्रफळ	1) 39.26 चौ.मीटर
(6) आवागणी किंवा जुटी देण्यात असेल तेव्हा.	
(7) दम्नोबज कर देणा-या/विहृत देवळा-या पक्षकाराचे नाव किंवा दिवाणी स्वाधालवाचा हुकुमनामा किंवा आदेश अमल्याम, प्रतिवादिचे नाव व पत्ता.	1): नाव:-मेमर्न आदित्यराज इन्फ्रा लॅक भावीदार मनोज जी. खुशवासी, हरेश जी. गुमानी आणि रोहित गुन वनीवानी ह्यांच्या लॅक मुख्यावर म्हणून वारावण पान बच:-36; पत्ता:-प्लॉट नं: भाप नं. 9, माळा नं:-, इमारतीचे नाव: काम्बोधी को-ऑप. होमिंग सोसायटी लिमिटेड, प्लॉट नं: विलिड नं. 106, रोड नं: टिळक नगर, हनुमान मंदिराच्या मागे, चेन्न, मुंबई, महाराष्ट्र, MUMBAI. पिन कोड:-400089 पॅन नं:-ABMFA9638B
(8) दम्नोबज कर देणा-या पक्षकाराचे व किंवा दिवाणी स्वाधालवाचा हुकुमनामा किंवा आदेश अमल्याम, प्रतिवादिचे नाव व पत्ता	1): नाव:-जेरम प्रदीप केरकर बच:-22; पत्ता:-प्लॉट नं: बी-5/9, माळा नं:-, इमारतीचे नाव: विद्यानगर सोसायटी, प्लॉट नं:-, रोड नं: खलाई प्लिनेज, विद्याविहार पश्चिम, मुंबई, महाराष्ट्र, MUMBAI. पिन कोड:-400086 पॅन नं:-JYMPK6499A
(9) दम्नोबज कर देणा-या दिनांक	27/12/2024
(10) दम्न नोदणी देणा-या दिनांक	27/12/2024
(11) अनुक्रमांक, खंड व पृष्ठ	25160/2024
(12) वाजाराभावाप्रमाणे मुद्रांक शुल्क	390000
(13) वाजाराभावाप्रमाणे नोदणी शुल्क	30000
(14) जंग	

मुल्यांकनामादी विभागात विकलेला नपशीन:-

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

मुक्त व्यवहारासाठी नागरिकांचे सहजीकरण
दम्नोबज नोदणीनंतर मिळकत पत्रिका/ कर नोदवही अद्ययावत करणे गरजेचे आहे.
या व्यवहाराचे विवरण पत्र ई-मेन द्वारे बृहन्मुंबई महानगरपालिकेस पाठविणेत आलेले आहे.
आता हे दम्नोबज दाखल करण्यासाठी कार्यालयात स्वतः जाणेची आवश्यकता नाही.

Integrated Governance enabling You to Do Business Easily

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

Details of this transaction have been forwarded by Email (dated 29/12/2024) to Municipal Corporation of Greater Mumbai.

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

