Raunak Centrum A – 2211

Page 1 of 1

390/1802

पावती

Original/Duplicate

Friday, January 24, 2025

नोंदणी क्रं. :39म

4:37 PM

Regn.:39M

पावती क्रं.: 1916

दिनांक: 24/01/2025

गावाचे नाव: चेंबूर

दस्तऐवजाचा अनुक्रमांक: करल3-1802-2025

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: मंजुल अवस्थी -

नोंदणी फी

₹. 30000.00

दस्त हाताळणी फी

₹. 3640.00

पृष्ठांची संख्या: 182

.. ------



एकूण:

₹. 33640.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 4:54 PM ह्या वेळेस मिळेल.

बाजार मुल्य: रु.9539313.57 /-

मोबदला रु.15392190/-

भरलेले मुद्रांक शुल्क : रु. 923600/-

सह दु.निवेधक कुली - 3

कुर्ला-३ (वर्ग-२)

1) देयकाचा प्रकार: DHC रक्कम: रु.1640/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0125229913030 दिनांक: 24/01/2025

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रक्कम: रु.2000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0125228412505 दिनांक: 24/01/2025

हँकेचे नात त प्रचार

3) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH014896439202425P दिनांक: 24/01/2025

बँकेचे नाव व पत्ता:

Ha

ERED



27/01/2025

सूची क्र.2

दुय्यम निबंधक: सह दु.नि. कुर्ला 3

दस्त क्रमांक : 1802/2025

नोदंणी : Regn:63m

गावाचे नाव: चेंबूर

(1)विलेखाचा प्रकार

करारनामा

(2)मोबदला

15392190

(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते 9539313.57

नमुद करावे)

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

1) पालिकेचे नाव:सुंबई मनपा इतर वर्णन :सदिनका नं: 2211, माळा नं: 22 वा मजला, इमारतीचे नाव: ए विल्डिंग,रौनक सेंट्रम,राहुल नगर नं.2, ब्लॉक नं: वसंत दादा ईजीनियरिंग कॉलेज जवळ, रोड : सायन ट्रॉम्बे रोड,प्रिय दर्शनी सर्कल,मुंबई, इतर माहिती: क्षेत्र 596.00 चौ.फुट कार्पेट +एक कारपार्किंगसह(ए विल्डिंग एस आर ए प्रमाणे ई विल्डिंग)(विभाग क्र.98/454)((C.T.S. Number : 126/P, 126/6P;))

(5) क्षेत्रफळ

1) 596.00 ਵੀ.फूਟ

(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता. 1): नाव:-मे.रौनक जिग्ना असोसिएटस तर्फे अधिकृत सभासद श्री राजन एन बांदेलकर यांचे कु.सु. म्हणून श्री रौनक राजन बांदेलकर यांचे तर्फे कु.सु. म्हणून श्री सुरज सुरेश मोरे वय:-; पत्ता:-प्लॉट नं: 1, माळा नं: -, इमारतीचे नाव: रौनक सुप,मोहन मिल कंपाउंड , ब्लॉक नं: नेक्स्ट टू ऑडी ठाणे, रोड नं: जी.बी.रोड,ठाणे (प) , महाराष्ट्र, ठाणे. पिन कोड:-400607 पॅन नं:-AAAAR8435K

(8)दस्तऐवज करन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता 1): नाव: मंजुल अवस्थी - वय:-32; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: हाऊस नं.160, ब्लॉक नं: मेवला महाराजपूर, सेक्टर- 45, रोड नं: एनएचपीसी कॉलनी,फरिदाबाद, हरियाणा, फरिदाबाद. पिन कोड:-121010 पॅन नं:-AVWPA6236D

2): नाव:-प्रमुल कांन्त - वय:-32; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: हाऊस नं.160, ब्लॉक नं: मेवला महाराजपूर ,सेक्टर- 45, रोड नं: एनएचपीसी कॉलनी,फरिदाबाद, हरियाणा, हरियाणा, फरिदाबाद. पिन कोड:-121010 पॅन नं:-CFAPK9698M

(9) दस्तऐवज करुन दिल्याचा दिनांक

24/01/2025

(10)दस्त नोंदणी केल्याचा दिनांक

24/01/2025

(11)अनुक्रमांक,खंड व पृष्ठ

1802/2025

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

923600

(13)बाजारभावाप्रमाणे नोंदणी शुल्क

30000

(14)शेरा

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

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



बस्तासोवत देण्यात आलेली सूची-२

श्लाह दुय्यम निवंधक (वर्ग-२) सूर्ला क. इ

मुल्यांकन पत्रक (शहरी क्षेत्र - बांधीव) 24 January 2025,02:31:21 PM 202501245730 Valuation ID मूल्यांकनाचे वर्ष 2024 मुंबई(उपनगर) जिल्हा 98-चेंबूर - कुर्ला मुल्य विभाग भुभागः उत्तरेस, स.गो.बर्वे मार्ग, दक्षिणेस व पश्चिमेस गाव सीमा, पूर्वे वॉर्ड हद्द. उप मूल्य विभाग सि.टी.एस. नंबर#126 सर्व्हे नंबर /न. भू. क्रमांक : वार्षिक मुल्य दर तक्त्यानुसार मूल्यदर रु. औद्योगीक मोजमापनाचे एकक कार्यातय दुकाने निवासी सदनिका खली जमीन चौरस मीटर 129690 158730 142600 129690 48390 बांधीव क्षेत्राची माहिती 60.93चौरस निवासी सदनिका मिळकतीचा प्रकार-बांधीव मिळकतीचा वापर-बांधकाम क्षेत्र(Built Up)-मीटर बांधकामाचा दर-Rs.30250/-बांधकामाचे वर्गीकरण-1-आर सी सी मिळकतीचे वय-0 TO 2वर्षे आहे 21st floor To 30th floor उद्ववाहन सुविधा-मजला -रस्ता सन्मुख -Sale Type - First Sale ale/Resale of built up Property constructed after circular dt.02/01/2018 = 115% apply to rate= Rs.149144/-मजला निहाय घट/वाढ =(((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * घसा-यानुसार टक्केवारी)+ खुल्या जमिनीचा दर) ं घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर = (((149144-48390)*(100/100))+48390) = Rs.149144/-= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र मुख्य मिळकतीचे मूल्य = 149144 * 60.93 = Rs.9087343.92/-13.94चौरस मीटर E) बंदिस्त वाहन तळाचे क्षेत्र = 13.94 * (129690 * 25/100) बंदिस्त वाहन तळाचे मूल्य = Rs.451969.65/-Applicable Rules = ,10,4,16= मुख्य मिळकतीचे मूल्य +तळघराचे मूल्य + मेझॅनाईन मजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + बंदिस्त वाहन तळाचे एकत्रित अंतिम मूल्य मूल्प + खुल्पा जमिनीवरील वाहन तळाचे मूल्प + इमारती भोवतीच्या खुल्पा जागेचे मूल्प + बंदिस्त बाल्कनी + मॅकेनिकल वाहनतळ = A + B + C + D + E + F + G + H + I + J= 9087343.92 + 0 + 0 + 0 + 451969.65 + 0 + 0 + 0 + 0 + 0=Rs.9539313.57/-

Home

क्सह. दुय्यमें निबंधक कुर्ला-३ (वर्ग-२)





CHALLAN MTR Form Number-6



GRN MH0	14896439202425P	BARCODE		1960 US XIII III A110 XI GARI	INN MEMBER HENDIST P	iii Da	te 23/01/2025-16:25:27	Form ID 25.2
Department Inspector General Of Registration				Payer Details				
Stamp Duty				TAX ID / TAN	l (If Any			
Type of Payment			PAN No.(If A	pplicable) AAAAR8435K			
Office Name	KRL3_JT SUB REG	ISTRAR KURI	_A NO 3		Full Name		RAUNAK JIGNA ASSO	CIATES
Location	MUMBAI							
Year	2024-2025 One Time		Flat/Block N	0.	2211 22 ND FLOOR	, A BUILDING ,RAUNAK		
17					Premises/B	uilding	CENTRUM	
	Account Head Det	ails		Amount In Rs.				
0030045501	Stamp Duty			923600.00	Road/Street		RAHUL NAGAR 2, SIG	ON TROMBAY ROAD
0063301	Registration Fee			30000.00	Area/Localit	ty	MUMBAI	
	1			4)	Town/City/E	istrict		
	-	STATE BUE	REQUET		PIN		4	0 0 0 7 1
		70	1	181	Remarks (If	Any)	करत	ल −३
	(6	14		150	PAN2=AVW	PA6236	-SecondPartyName=MA	NJUL Q 2 5
	1/2	115	0	2	AWĄSTHI~(CA=1539	2190	11/53
		13				L	1044	
			ano.	4				
					Amount In	Nine L	akh Fifty Three Thousand	Six Hundred Rupees
Total		i Air		9,53,600.00	Words	Only		
ayment Det	tails STA	TE BANK OF	INDIA	×			FOR USE IN RECEIVING	BANK
	Cheque	-DD Details			Bank CIN	Ref. No	. 10000502025012307	9728951575023
Cheque/DD N	No.				Bank Date	RBI Da	te 23/01/2025-16:25:42	Not Verified with RBI
Name of Bank			Bank-Branch STATE BANK OF INDIA		DIA			
Name of Branch			Scroll No.,	Date	Not Verified with Sc	roll		

Department ID . Mobile No : 9769963 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागु आहे . नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागु नाही .

Primul

Kind

Department of Stamp & Registration, Maharashtra

Receipt of Document Handling Charges

PRN

0125228412505

Date

22/01/2025

Received from RAUNAK JIGNA ASSOCIATES, Mobile number 9769963389, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Kurla 3 of the District Mumbai Sub-urban District.

Payment Details			
Bank Name	SBIN	Date	22/01/2025
Bank CIN	10004152025012211797	REF No.	538822609522

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

Pramud

Hoy



Department of Stamp & Registration, Maharashtra

Receipt of Document Handling Charges

PRN

0125229913030

Date

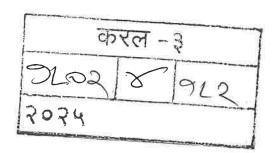
22/01/2025

Received from RAUNAK JIGNA ASSOCIATES, Mobile number 9769963389, an amount of Rs.1640/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Kurla 3 of the District Mumbai Sub-urban District.

Payment	Details
Pavilleill	Details

Bank Name	SBIN	Date	22/01/2025
	10004152025012212289	REF No.	538811216703
Bank CIN	10004152025012212203	1	

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



AGREEMENT

THIS AGREEMENT FOR SALE ("this Agreement") made at Mumbai on this day of Tanuard Two Thousand and Twenty Five

BETWEEN M/S. RAUNAK JIGNA ASSOCIATES AAAAR8435K, a Joint Venture of M/S. JIGNA BUILDERS and M/S. SHREE VIRAJ ENTERPRISES, (both being a registered partnership firm) having their Registeredoffice at: 26 Kilachand Building, 298 Princess Street, Marine Lines, Mumbai – 400 002 and administrative office at Plot No.1, Mohan Mill Compound, Next to Audi Thane, Ghodbunder Road, Thane (W) 400 607, hereinafter referred to as "the PROMOTERS" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its members, successors in title and permitted assigns) of the ONE PART

AND

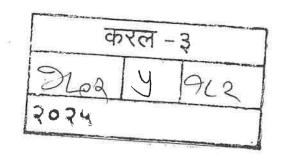
Mrs. Manjul Awasthi PAN - AVWPA6236D, Mr. Pramul Kant PAN CFAPK9698M - Adult/s, Indian Inhabitant/s / a partnership firm registered under Indian Partnership Act, 1932 / a private limited / public company registered under the provisions of the Companies Act, 1956 having their address at House No 160, New Ja Waharaja Sector 45, NHPC Colony, Haryana Faridabad 121010, India Trenafter Ferrod to as "the ALLOTTEE" (which expression shall unless it be reputarant to the Context or meaning thereof shall be deemed to mean and include in the case of a firm the partner for the being from time to time, the survivors or survivor of them and the least expression and administrators of the last of such survivors or survivor and in case of a Sampany, its successors and permitted assigns) of the OTHER PART.

The Promoters and the Allottees are hereinafter collectively referred to as "the Parties", and individually as a "Party".

In this Agreement, unless the context otherwise implies, the expression defined hereunder shall have the respective meanings assigned to them.

- i. The singular where ever used shall include plural and vice-versa.
- ii. The masculine gender used herein shall include feminine and/or neuter gender where ever applicable.

8 Prams



WHEREAS:

- 1) The plots of land bearing CTS Nos.126(pt), 126(2), 126/4(p), 126/6(p), 126/7(p) and 126/8(p) of village Chembur, Taluka Kurla, District Mumbai and lying, being and situate at Off Eastern Express Highway, Chunabhatti, Mumbai are contiguous larger plots of land and are owned by the State Government of Maharashtra (hereinafter collectively referred to as 'the said lands)
- 2) There exists a cluster of hutments on the said lands which a 'Censused Slum' and are deemed to have been declared as provisions of the Maharashtra Slum Areas (Improvement, Redevelopment) Act, 1971.
- 3) Recognizing the need for redevelopment of the said structures, the occupants of the slum structures situated on plots of land bearing CTS Nos.126 (P), then admeasuring 16,616 sq. mtrs. (hereinafter referred to as 'the said Original Property') out of the said lands joined together and decided to form a proposed co-operative housing society named 'Rahul Nagar No.2 Co-operative Housing Society (proposed)' hereinafter referred to as 'the said Society'.
- 4) There are 691 members of the said Society occupying an area of about 16616.00 sq.mtrs. The land occupied by the occupants of the said Society is more particularly described in the First Schedule hereunder written.
- 5) In pursuance of Resolution dated 21/09/2006, vide Development Agreement dated 17/11/2006, the said Society granted development rights in respect of the said Original property in favour of M/s. Jigna Builders (hereinafter referred to as 'the said Jigna') upon the terms and conditions therein mentioned (hereinafter referred to as 'the said First Development Agreement').
- 6) In pursuance of the said First Development Agreement, the said Society also executed an even dated Power of Attorney in favor of the said Jigna in order to enable them to carry out all acts, deeds, matters and things in respect of the said Original Property as mentioned therein (hereinafter referred to as 'the said First POA').
- 7) The said Jigna had always been desirous of developing the said Original Property in joint venture with M/s. Shree Viraj Enterprises (hereinafter referred



to as 'the said Shree Viraj') and therefore the said Jigna and the said Shree Viraj respliced to form a joint venture firm under the name and style of "M/s. Raunak Jigna Associates" (being the Promoters herein).

8) In furtherance of the above, the said Jigna approached the said Society and informed it about its intention to develop the said Original Property through the aforesaid Joint Venture Firm i.e. the Promoters and also informed it that though the said Jigna is desirous of bringing into and assigning the benefit of the said First Development Agreement in favour of the said Joint Venture Firm, due to technical difficulties, the said Jigna and the said Shree Viraj were presently unable to execute the Joint Venture Agreement for formation/constitution of the said Joint Venture Firm. Therefore, under the circumstances, the said Jigna requested the said Society to execute, with the consent and confirmation of the said Jigna, agreement for grant of development rights in respect of the said Original Property in favour of the said Joint Venture Firm i.e. the Promoters

In consideration of the request made by the said Jigna, the said Society passed resolution dated 15/11/2009 and executed Development Agreement dated 04/12/2009, thereby granting development rights in respect of the said Original Property in Favour of the Joint Venture Firm being the Promotersherein upon the conditions therein mentioned (hereinafter referred to as 'the said Bevelopment Agreement').

- 10) In pursuance of the said Second Development Agreement, the said Society also issued an even dated Power of Attorney in favor of the persons nominated by the Promoters herein in order to enable them to carry out all acts, deeds, matters and things in respect of the said Original Property as mentioned therein (hereinafter referred to as 'the said Second POA').
- 11) The said Jigna and the said Viraj executed a Joint Venture Agreement dated 14/12/2009 and formed a Joint Venture Firm under the name and style of 'M/S. Raunak Jigna Associates' i.e. the Promoters herein in order to carry out the development of the said Original Property alongwith other properties upon the terms and conditions therein mentioned.
- 12) However, before the execution of hereinabove recited documents and writings, in pursuance of the correspondence / application made by varied Officers, Authorities and the Secretary of the said Society, the TILR department carried out demarcation of the said property and prepared a revised plan in respect thereof. As per the said revised plan, the said Property and its adjoining property

क्	रल -	3
9602	Q	9L2

came to be renumbered and as such the said Original property came to be renumbered as 126(P) and 126/6(P) (which is recorded as botanical garden in the name of the Municipal Corporation of Greater Mumbai) and the area of the said Original Property came to be reduced to 12,107.17 sq. mtrs. Moreover, the said Society as well as the said Joint Venture Firm i.e. the Promoters herein, became aware of the fact referred to in this clause much later and therefore the said fact/the altered description of the said Original Property remained to be incorporated in the aforementioned agreements as well as the layout map submitted to the Corporation for approval/sanction. The area area priginal Property came to be further revised to admeasuring 124 accordance with the revised LOI bearing No.SRA/ENG/2716/15TGHLOI 22/08/2019 and the same is more particularly described if the Second School hereunder written (hereinafter referred to as 'the said Prant's)

13) The Slum Rehabilitation Authority (hereinafter referred to as has all the state of the state has granted its LOI bearing No.SRA/ENG/2313/L/STGL/LOI dated 29/03/2011 r/w Revised LOI bearing No. SRA/ENG/2313/L/STGL/LOI dated 24/07/2012 r/w Revised LOI bearing No. SRA/ENG/2313/L/STGL/LOI dated 22/08/2019 r/w Revised LOI bearing No. SRA/ENG/2313/L/STGL/LOI dated 21/12/2023 in favour of the Promoters herein for the redevelopment of the said property under the provisions of D.C.Regulation No.33(10) read with Appendix IV under Slum Rehabilitation Scheme upon the terms and conditions therein mentioned. An authenticated copy whereof is annexed hereto and marked as Annexure 'G1'. While granting LOI in respect of the said property, the Authority considered and granted permission/approval in respect of the following reservation and area thereof:

Reservation	C.T.S. No.	Area (in sq. mtrs.)
College	126 (P)	419.60
Express Highway		107.69
D.P. Road	126 (P)	1519.79
P.G.	126 (P)	160.58
Botanical Garden	126/6 (P)	340.00
	Total	2547.66

14) A portion of the land bearing CTS No.126(P) out of the said property is reserved for College, another part is reserved for 18.3 mtrs, wide proposed D.P. Road and for Garden in accordance with the Development Plan.

15) The members of the said Society applied for and got the said Society registered under the name and style of "RAHUL NAGAR No.2 SRA CO-OPERATIVE under registration LTD." HOUSING SOCIETY

No.M.V.M.YS.R.A./H.S.G./(T.C.)/12042/YR. 2011 on 22/06/2011, having registered address at CTS No.126(P), 126/6 of Village Chembur, Tal. Kurla, Eastern Express Highway, Sion-Chunabhatti, Mumbai – 400 022.

16) The Promoters applied to the Authority for: a) relocation of small triangular part of the land reserved for garden from its original location to new location adjacent to a larger part of the reserved plot of garden within the said property for proper and optimum utilization of the said property for implementation of the scheme and b) consequently the aforesaid necessitated the realignment of 18.30 mtrs.

D. Ru Road outside the slum boundary i.e. the said property. The approval for the same has been granted by the Authority vide its order dated 07/03/2012 upon the terms and conditions therein mentioned.

The Executive Engineer-I, Slum Rehabilitation Authority (hereinafter referred to as the said Executive Engineer'), has granted its IOA bearing No.SRA/ENG/2655/L/STGL/AP dated 02/01/2012 r/w revised IOA bearing No.SRA/ENG/2655/L/STGL/AP dated 11/06/2018 r/w revised IOA bearing No.SRA/ENG/2655/L/STGL/AP dated 30/08/2019 r/w revised IOA bearing No.SRA/ENG/2655/L/STGL/AP dated 22/12/2023 in favour of the Promoters herein for constructing composite Building upon the said property upon the terms and conditions therein mentioned. An authenticated copy whereof is annexed hereto and marked as Annexure 'G -2'.

- 18) The Promoters have obtained NOC from the Hon'ble Environment Department, Mantralaya Annex, Mumbai, vide its correspondence bearing No. SEAC-2014/CR-08/TC-1 dated 04/09/2014 r/w correspondence bearing No. SIA/MH/MIS/188895/2020 dated 24/06/2021 in respect of the development of the said property upon the terms and conditions therein mentioned. Maharashtra Pollution Control Board vide its Consent Order No.: Format 1.0/BO/ROHQ/MU-6303-14/CE/CC-2192 dated 27/02/2015 granted its consent to establish in Orange category for Building/construction Project being carried out upon the said property upon the terms and conditions therein mentioned.
- 19) The said Authority has vide its V.P./permission No. SRA/ENG/2655/L/STGL/AP dated 12/06/2015 granted Commencement Certificate in favour of the Promoters in respect of the development of the said property upon the terms and conditions therein mentioned. An authenticated copy whereof is annexed hereto and marked as Annexure 'G 3'
- 20) As per the arrangement arrived at by and between the said Society and the said Jigna as aforesaid, vide Resolution dated 13/05/2012 passed by the said

Society, the members of the said society consented to and authorized its Chairman, Secretary, Treasurer and two of its members collectively to execute a Deed of Rectification cum Supplementary cum Confirmation in respect of all the documents executed by the said Society with the said Jigna as well as with the Promoters herein, to rectify the defects made in the description of the said property in the aforementioned documents and also confirm and accept all the acts, deeds, matters done by the Promoters as well as all the permissions and sanctions obtained in respect of the development of the said property such to the said Second Development Agreement and also cause the said Jigna to confirm and consent to having brought in and assigned its development rights in favour of the Promoters and in pursuance thereof the said Jigna shall has no right, title and interest in respect of the said property or any parather said as well as confirm and consent the said Second Development Agreement are ceuted by the said Society in favour of the Promoters.

- 21) In pursuance of the aforementioned Resolution dated 13/05/2012, the said Society, the said Jigna and the Promoters executed a Deed of Rectification cum Supplementary cum Confirmation dated 16/07/2015 upon the terms and conditions therein mentioned.
- 22) In pursuance of the said Deed of Rectification cum Supplementary cum Confirmation dated 16/07/2015, the said Society also executed Power of Attorney of even date in favour of the persons nominated by the Promoters in order to enable them to do all acts, deeds, matter and things mentioned therein in respect of the said property.
- 23) Under the circumstances as recited hereinabove, the Promoters are vested inter alia with the development rights in respect of the said property in the manner stated in the said Second Development Agreement and are in possession of the said property and the Promoters are also entitled to sell the premises in the Free Sale Building/s to the extent and in the manner and on the terms and conditions as set out in the said Second Development Agreement;
- 24) All the requisite approvals and sanctions for the development of the said property from SRA and all other relevant statutory authorities is duly applied and/or obtained by the Promoters and may be amended from time to time, in accordance with the law and/or the planning requirements.
- 25) The Regional Executive Director (W.R.), Airports Authority of India has, vide correspondence bearing No. BT-1/NOC/CS/MUM/12/NOCAS/022/824/256-59 dated 29/04/2014 r/w revised NOC bearing No.

(Rong /

6

~

करल - ३ DLo2 90 912

AAI/RHQ/WR/DoAS/REV./NOC/MUM/12/022 dated 08/11/2019 r/w extended NOC bearing No. AAI/RHQ/WR/DoAS/REV./MUM/12/NOCAS/22/50/338 dated 03/03/2022, granted its NOC thereby issuing height clearance certificate/permission in respect of the development work that shall be carried out upon the said property.

26) Subsequently, the Promoters have revised the plans in respect of the said property and submitted the same to the said Authority for its approval and sanction. The said Authority has, vide V.P./permission No. SRA/ENG/2655/L/STGL/AP dated 22/12/2016 sanctioned the revised plans in respect of the said property upon the terms and conditions therein mentioned.

he said Authority has also, vide V.P./permission No. SRA/ENG/2655/STGL/AP dated 26/12/2015 granted revised Commencement Certificate in favour of the Promoters. An authenticated copy whereof is annexed hereto and marked as Amexure 2.3

- 28) the Promoters have further revised the plans in respect of the said property and submitted the same to the said Authority for its approval and sanction. The said Authority has, vide V.P./permission No. SRA/ENG/2655/L/STGL/AP dated 19/01/2021 sanctioned the revised plans in respect of the said property upon the terms and conditions therein mentioned.
- 29) The said Authority has also, vide V.P./permission No. SRA/ENG/2655/STGL/AP dated 28/01/2021 granted revised Commencement Certificate in favour of the Promoters. An authenticated copy whereof is annexed hereto and marked as Annexure 'G 3'
- 30) The said Authority has also, vide V.P./permission No. SRA/ENG/2655/STGL/AP dated 22/03/2021granted revised Commencement Certificate in favour of the Promoters in respect of Rehab Buildings wing Nos. C, D & E (as per SRA, Building/Wing No.A, B & C respectively) and in pursuance thereof, the Promoters became entitled to construct the said Rehab Building, wing Nos.C, D & E (as per SRA, Building/Wing No.A, B & C) comprising of Ground + 21st (P) Upper Floors upon the terms and conditions therein mentioned. An authenticated copy whereof is annexed hereto and marked as Annexure 'G 3'
- 31) The said Authority has also, vide V.P./permission No. SRA/ENG/2655/STGL/AP dated 23/04/2021 granted revised Commencement Certificate in favour of the Promoters in respect of Sale Building wing No.B (as per SRA, Building/Wing

M

(To

No.D) and in pursuance thereof, the Promote's became entitled to construct the said Sale Building, wing No. B(as per SRA, Building, Wing No.D) comprising of Common Three Level Basement + Ground to 30th upper upon the terms and conditions therein mentioned. An authenticated copy whereof is annexed hereto and marked as Annexure 'G 3'.

- 32) Thereafter, the Promoter submitted revised plan to the said Author. for its sanction and the said Authority has also vice its look having No.SRA/ENG/2655/L/STGL/AP dated 16/11/2021 sangled as An Authenticated copy thereof is annexed hereto and marked as An recure 0-24.
- V.P. permis vide 33) The Authority has, thereafter, said SRA/ENG/2655/STGL/AP dated 17/11/2021 granted revised Commencement Certificate in favour of the Promoters in respect of Sale Building wing No. A (as per SRA, Building/Wing No.E) and College Reservation Building being wing No,A1 (as per SRA, Building/Wing No.E1) and in pursuance thereof, the Promoters became entitled to construct the said Sale Building, wing No. A (as per SRA, Building/Wing No.E)& College Reservation building being wing A1 (as per SRA, Building/Wing No.E1) upto Plinth Level both to be comprising of Common Three Level Basement + Ground to 30th upper upon the terms and conditions therein mentioned. An authenticated copy whereof is annexed hereto and marked as Annexure 'G 3'.
- 34) The said Authority has also, vide V.P./permission No. SRA/ENG/2655/STGL/AP dated 11/07/2022 granted revised Commencement Certificate in favour of the Promoters in respect of Rehab Buildings wing Nos. C, D & E (as per SRA, Building/Wing No.A, B & C respectively) and in pursuance thereof, the Promoters became entitled to construct the said Rehab Building, wing Nos.C, D & E (as per SRA, Building/Wing No.A, B & C) comprising of Ground + 21st (P) Upper Floors upon the terms and conditions therein mentioned. An authenticated copy whereof is annexed hereto and marked as Annexure 'G 3'
- 35) The said Authority has also, vide V.P./permission No. SRA/ENG/2655/STGL/AP dated 11/08/2022 granted revised Commencement Certificate in favour of the Promoters in respect of Sale Building wing No.B (as per SRA, Building/Wing No.D) and in pursuance thereof, the Promoters became entitled to construct the said Sale Building, wing No. B(as per SRA, Building/Wing No.D) comprising of Common Three Level Basement + Ground to 30th upper & in respect of Sale Building wing No. A (as per SRA, Building/Wing No.E) and College Reservation Building being wing No,A1 (as per SRA, Building/Wing No.E1) and in pursuance thereof, the Promoters became entitled to construct the said Sale Building, wing No. A (as per SRA, Building/Wing No.E)& College Reservation building being wing A1 (as per SRA, Building/Wing No.E1) upto Plinth Level both to be comprising of Common Three Level Basement + Ground to 30th upper upon the

Q-form

terms and conditions therein mentioned. An authenticated copy whereof is annexed nereto and marked as Annexure 'G 3'.

- 36) By virtue of the provisions of the said DCR, the Promoter has availed the benefit/concession of 50% of premium facility and as such it is obligatory on the part of the Promoter to pass on the benefit thereof to the Allottee herein by way of payment of the Stamp Duty in respect of these presents by the Promoters alone and as such the Allottee is not liable to pay the same to the Promoters/the concerned authority. The Promoter has, vide an Undertaking dated 12/08/2021, given out an undertaking as prescribed under the said Unified DCR to the Slum Rehabilitation Authority in respect thereof and the same is registered with the office of Sub-Registrar of Assurances at Kurla under Sr. No.12260/2021.
- 37) The Promoters have also obtained development rights in respect of the emailing said lands viz. plots of land bearing CTS Nos.126(pt), 126(2), 26(4), 126(6), 126(6), 126(7(p)) and 126(8(p)) of village Chembur, Taluka Kurla, District Mumbal and lying, being and situate at Off Eastern Express Highway, Chunabhatti, Mumbal, which are adjoining the said property and the hutment dwellers whereof have joined together and decided to form a proposed cooperative housing society named 'Rahul Nagar No.2 Pipelines and Mahatma Rhule Co-operative Housing Society Ltd.(proposed)' hereinafter referred to as the said adjoining Society'.
- 38) In pursuance of the said Sanction Letter dated 08/04/2015 and as a security for the repayment of an amount of Rs.25,00,00,000/- (Rupees Twenty Five Crores only) along with interest and other monies that may become due and payable to the ICICI Home Finance Company Limited (hereinafter referred to as 'the said ICICI HFCI'), the Partners of the Promoters being one of the Borrower have executed an Indenture of Mortgage dated 24/04/2015 (hereinafter referred to as 'the said First Deed of Mortgage') in favour of the said ICICI HFCI and have created mortgage in respect of one of their properties more particularly described in the Second Schedule therein referred to as the mortgaged property (which do not include the said property) in order to raise funds for development of the said property, upon the terms and conditions contained therein. The said First Deed of Mortgage is registered with the office of Sub Registrar of Assurances at Kalyan under Serial No.3300/2015 on 27/04/2015;
- 39) In pursuance of the said Sanction Letter dated 14/06/2016 and as a security for the repayment of an amount of Rs.60,00,00,000/- (Rupees Sixty Crores only) along with interest and other monies that may become due and payable to the said ICICI Bank Ltd. (hereinafter referred to as 'the said Bank'), the Partner of the Promoters herein being Borrower Nos. I and II therein, on behalf of Promoters, have executed an Indenture of Mortgage dated 28/06/2016 (hereinafter referred to as 'the said Second Deed of Mortgage') in favour of the



9/2 | 93 9L2

said Bank and have created mortgage in respect of the other properties of the Promoters more particularly described in the Sanctioned letter therein referred to as the mortgaged property (which do not include the said property) in order to raise funds for development of the said property upon the terms and conditions contained therein. The said Second Deed of Mortgage is registered with the office of Sub Registrar of Assurances at Mumbai under Serial No.7895/2016 on 27/07/2016.;

- 40) In pursuance of the said Sanction Letter dated 14/06/2016 and as an additional security for the repayment of the loan availed under the sail Second Montage along with interest and other monies that may become due and bayable to the said Bank, M/s. Raunak Corporation, being one of the said considering Promoters, have executed a Supplemental Indenture of Montage for Additional Security dated 28/06/2016 (hereinafter referred to a the said First Supplemental Deed) in favour of the said Bank and have orested aborts do in respect of their property situated at Kalyan, District Thank and examined the said by the said property upon the terms and conditions contained therein. The said First Supplemental Deed is registered with the office of the Sub Registrar of Assurances at Kalyan under Serial No.KLN-4/6421/2016 on 03/08/2016;
 - 41) By Deed of Reconveyance dated 30/01/2019 (hereinafter referred to as 'the said First Deed of Reconveyance'), the said ICICI HFCI has released, reassigned and reconveyed the properties mentioned in the First Schedule thereunder written in favour of the Partners of the Promoters in lieu of the full settlement of the term loan of Rs.25,00,00,000/- (Rupees Twenty Five Crores only) along with interest and other monies that became due and payable under the said First Mortgage Deed by the Promoters. The said First Deed of Reconveyance is duly registered with the office of Sub-Registrar of Assurances at Kalyan vide Sr.No.1256/2019
 - 42) By Deed of Reconveyance dated 14/12/2021 (hereinafter referred to as 'the said Second Deed of Reconveyance) executed by and between the said ICICI Bank therein referred to as the Lender of the One Part and M/s. Shree Viraj Enterprises and M/s. Jigna Builders being Borrower Nos. I and II therein, on Enterprises and M/s. Raunak Jigna Associates being the AOP of the Second Part, the Lender therein granted, reassigned, reconveyed, released and discharged forever the claim unto the Borrower I and II therein in respect of the said mortgaged property more particularly described in the First Schedule thereunder written upon the terms and conditions contained therein. The said Second Deed of Reconveyance is duly registered with the office of the Sub-Registrar of Assurances at Kurla vide Sr. No. 19383/2021 dated on 15/12/2021;



A ...

By a Deed of Reconveyance dated 14/12/2021 (hereinafter referred to as the 'said-First Supplemental Deed of Reconveyance') executed by and between the said-QQCI bank therein referred to as the Lender of the One Part and M/s. Raunak Corporation, therein referred to as the Mortgagor of the Second Part, the Lender therein granted, reassigned, retransferred, reassured and released and discharged forever the claim unto the Mortgagors therein in respect of the said mortgaged property more particularly described in the First Schedule thereunder written upon the terms and conditions contained therein. The said First Supplemental Deed of Reconveyance is duly registered with the office of Sub-Registrar of Assurances at Kalyan vide Sr.No.14131/2021 on 15/12/2021.

In pursuance of the said Sanction Letter dated 09/12/2021 and as a security for the repayment of an amount of Rs. 160,00,00,000/- (Rupees One Hundred Sixty Crores only) equivalent to 1600.00 million along with interest and other monies that may become due and payable to the said ICICI Bank, M/s. Shree Viraj Enterprises and M/s. Raunak Jigna Builders being Borrower Nos. I and II therein, on behalf of and being the sister concerns of the Promoters, have executed an Indenture of Mortgage dated 14/12/2021 (hereinafter referred to as the said Third Deed of Mortgage') in favour of the said ICICI Bank and have created mortgage in respect of the property more particularly described in the Sanctioned letter therein referred to as the mortgaged property in order to raise funds for development of the said property upon the terms and conditions contained therein. The said Third Deed of Mortgage is registered with the office of Sub Registrar of Assurances at Kurla under Serial No.19396/2021 on 15/12/2021;

- 45) In pursuance of the said Sanction Letter dated 09/12/2021 and as an additional security for the repayment of the loan availed under the said Third Deed of Mortgage along with interest and other monies that may become due and payable to the said ICICI Bank, M/s. Raunak Corporation being one of the sister concern of the Promoters, have executed an Indenture of Mortgage dated 14/12/2021 (hereinafter referred to as 'the said Second Supplemental Deed') in favour of the said ICICI Bank and have created mortgage in respect of the property more particularly described in the Second Schedule therein referred to as the mortgaged property in order to raise funds for development of the said property upon the terms and conditions contained therein. The said Second Supplemental Deed is registered with the office of Sub Registrar of Assurances at Kalyan under Serial No.14132/2021 on 15/12/2021.
- 46) The Promoters have availed financial assistance by way of Term Loan Facility aggregating to Rs.192,00,00,000/- from the Kotak Mahindra Bank Ltd., 27,BKC,3rd floor, Plot No. C-27,, G Block, Bandra Kurla Complex, Mumbai, (hereinafter referred to as "the said Kotak Bank") upon the terms and conditions contained in the Sanction Letter dated 22/11/2024 of the said Kotak Bank.

2 / S

47) The Promoters have registered the said project under the name and style of 'RAUNAK CENTRUM – A (as per SRA Building/Wing 'E') under the provisions of the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act/RERA") with Real Estate Regulatory Authority at Mumbai under No. P51800033269. An authenticated copy whereof is annexed hereto and marked as Annexure 'G4'.

- 48) In pursuance of the said Sanction Letter dated 22/11/2024, as a security for the repayment of the said amount along with interest and other monies that may become due and payable to the said Kotak Bank, the Promoters being by rewer have executed an Indenture of Mortgage dated 13/12/2024, (herein after referred to as 'the said Third Deed of Mortgage') in favour of the said Kotak Bank and have created mortgage in respect of the property more particularly discribed in the Schedule 2 therein referred to as the mortgaged property upon the terms and conditions contained therein.
- 49) The Promoters have repaid the entire loan of an amount of Rs.160,00,00,000/(Rupees One Hundred Sixty Crores only) equivalent to 1600.00 million along with interest and other monies that may become due and payable to the said ICICI Bank in pursuance of the said Second Deed of Mortgage against which the said Bank has issued No Dues Certificate dated 26/12/2024. A copy whereof is annexed hereto & marked as Annexure 'G3-A'.
- 50) By a Deed of Reconveyance dated 08/01/2025 (hereinafter referred to as the 'said Second Deed of Reconveyance') executed by and between the said ICICI bank therein referred to as the Mortgagee of the One Part and the Promoters therein referred to as the Mortgagor of the Second Part, the Mortgagee therein granted, reassigned, reconveyed, released and discharged forever the claim unto the Mortgagor therein in respect of the said mortgaged property more particularly described in the Schedule thereunder written upon the terms and conditions contained therein. The said Second Deed of Reconveyance is duly registered with the office of Sub-Registrar of Assurances, Kurla vide Sr.No.441/2025
- 51) By a Deed of Reconveyance dated 08/01/2025 (hereinafter referred to as the 'said Third Deed of Reconveyance') executed by and between the said ICICI bank therein referred to as the Mortgagee of the One Part and the Promoters therein referred to as the Mortgagor of the Second Part, the Mortgagee therein granted, reassigned, reconveyed, released and discharged forever the claim unto the Mortgagor therein in respect of the said mortgaged property more particularly described in the Schedule thereunder written upon the terms and conditions contained therein. The said Third Deed of Reconveyance is duly registered with the office of Sub-Registrar of Assurances, Kalyan videSr.No.460/2025:







962

ursuant to the said Third Deed of Mortgage, the Promoters have opened an escrow account for depositing all ecceivables from the project with the said Kotak

The Promoters have, prior to the execution of these presents, obtained written NOC dated 23/0112025 from the said Kotak Bank in respect of the sale of the said Apartment to the Allottee herein. The Promoters hereby agree to furnish the copy thereof to the Allottee on or before execution hereof

52) The Partners of the Promoters have represented that following litigations are pending in respect of the said property:

The Add Collector (Encroachment/Expulsion) and Competent Authority, Chembur, vide its order dated 13/05/2016, declared one Mrs. Sandhya Rapole hereinafter referred to as 'the said Sandhya'), to be ineligible to the part or any to of entitlement of the Protected Residential Premises and as such was ordered to vacate and surrender her alleged tenement over to the Promoters hereinafter referred to as 'the said first Order'). Being aggrieved by the said paygned First Order, the said Sandhya filed an appeal before the Hon'ble Dy. elector, Chembur, and requested the Hon'ble Dy. Collector to declare her as an eligible candidate and as such entitled to the aforesaid Protected Residential Premises and for cancellation of the said impugned first order. However, the said appeal was dismissed by the Hon'ble Dy. Collector vide its order dated 29/06/2016 (hereinafter referred to as 'the said Second Order'). Being aggrieved by the impugned said Second Order, the said Sandhya filed a Petition being Writ Petition No.1856/2016 before the Hon'ble High Court of Judicature at Bombay, Ordinary Original Civil Jurisdiction against the said impugned Second Order. The Hon'ble High Court, vide its order dated 12/07/2016, was pleased to set aside the said impugned Second Order and further directed the Respondents No.2 & 4 therein i.e. the Deputy Collector (Enc./Rem.) and the Promoters herein respectively, to make out panchanama and survey report and initiate further requisite proceedings in respect of the said tenement (hereinafter referred to as 'the said Third Order'). In pursuance of the directions of the Hon'ble High Court, survey was carried out and upon perusal of the Panchanama, survey report as well as investigation made, the Hon'ble Dy. Collector, has vide its order dated 07/11/2016, rejected the request made by the said Sandhya to incorporate her as the tenant in respect of the said property (hereinafter referred to as 'the said Fourth order'). Being aggrieved by the impugned said Fourth Order, the said Sandhya filed an appeal bearing No.58/2017 before the Hon'ble Addl. Collector (FNC/REN) Eastern Suburbs, Churchgate. By order dated 16/04/2018, the Hon'ble Addl. Collector (ENC/REN) Eastern Suburbs, Churchgate, dismissed the Appeal bearing No.58/2017 (hereinafter referred to as 'the said Fifth Order'). Being aggrieved by the impugned said Fifth Order, the said Sandhya filed an appeal bearing No.132/2019 (hereinafter referred to as 'the said First Appeal') before the Hon'ble Grievance Redressal Committee, Mumbai Suburb and the same is pending. However, no adverse order has been passed in the said First Appeal.

9202 DU 712

ii) One Mrs. Leelavati Shilimkar (hereinafte referred to as 'the said Leelavati' made an application dated 31/12/2015 to the office of The Addl. Collector (Encroachment/Expulsion) and Competent Authority, Chembur, for considering her to be the tenant of the said property with respect to tenement No.486 which she allegedly had duly purchased from one of the eligible tenant, Smt. Vaishali Rajendra Sawant and as such requested to incorporate be name in lieu of the said Smt. Vaishali Rajendra Sawant in index II majarajined by incoming Addl. Collector in respect of the tenants of the said property to rever the said Addl. Collector, Chembur vide its said order dated 08/07/20 prisiples and her application for lack of jurisdiction to carry out the request materin the aid esaid application (hereineffer referred to as the said City to t application (hereinafter referred to as 'the said Sixth Order'). Song aggreved by the impugned said Sixth Order, the said Leelavati, Ned an appear before Addl. Collector (Encroachment/Expulsion) Eastern Subtraction Churchine, Slum Appeal No.217/2016 (hereinafter referred to as 'the said Second Appeal') against the said impugned Sixth Order with the prayer to incorporate her name, as the eligible Tenant/as the Tenant eligible to the Protected Residential Premises in respect of her alleged tenement No.486 The Hon'ble Addl. Collector (Encroachment/Expulsion) Eastern Suburbs, Churchgate, by its order dated 03/11/2017 partly allowed the said Second Appeal and cancel the order passed by Addl. Collector (Encroachment/Expulsion) and Competent Authority, Chembur and further directed the parties to approach Civil Courts get the ownership rights ascertained/obtain appropriate verdict pertaining to the Ownership rights of the said Leelavati.

53) The Promoters are developing the said property in accordance with the sanctioned plan inter-alia by constructing Five numbers of buildings having Common Three Levels of Basement. Promoters intend to construct three Rehab Buildings viz. Building Nos. C, D & E (as per SRA Building /Wing A, B & C respectively) comprising of Common Three Levels of Basement + Ground to 21st (P) upper residential floors and two Sale Buildings viz. Building No. B (as per SRA - Building/Wing No. D) being Commercial cum Residential building comprising of Common Three Level Basement + Ground + 1st Floor for commercial/Retails, 2nd Floor for Amenities + 3rd Floor to 30th upper floor for Residential and Building No. A (as per SRA Building/Wing No.E) comprising of College structure Comprising of Common Three Level Basement + Ground to 6th upper Floor and interconnected building structure comprising of Commercial cum Residential building comprising of Common Three Level Basement + Ground + 1st Floor for commercial/Retails, 2nd Floor for Amenities + 3rd Floor to 30th upper floor for Residential. All the Three Level Basements shall be internally connected and common for aggregate five wings. Thereafter wings B (as per SRA Building/Wing No.D) and A (as per SRA Building/Wing No.E) shall be physically divided above ground level on the said property in phased mannerby utilization of the full potential thereof as sanctioned and/or may be sanctioned and/or to be amended from time to time by the SRA and/or the concerned authorities in accordance with the D.C. Regulations and applicable

0.55//

14

laws and such other laws, rules and regulations as may be in force at present and/or any time hereafter. However, the Promoters intend to procure additional FSI by way of TDR or FSI that may be available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or FSI of the adjoining property (as defined hereinafter) and/or other amalgamated property/ies or otherwise and utilize and consume the same upon the said property to construct Building Nos. C, D & E (as per SRA Building/Wing No. A, B and C respectively) upto 30 upper floors and Building Nos. B (as per SRA Building/Wing No. D)and 'A' (as per SRA Building/Wing No. E') upto 50th upper floorsin accordance with the revised sanctioned plan in respect thereof that may be sanctioned by the said Authority or MCGM;

54) The Promoters propose to provide the facility of Fitness Centre on the Second Floor The said Building No.A (as per SRA Building/Wing No. E) which shall be constructed by the Promoters by utilizing and consuming 764.13 sq. mtrs. out of the permissible FSI of the said property as well as additional FSI purchased by Promoters and equip the same with latest amenities, facilities and features the same shall always be maintained, owned and managed by the moters who shall grant the enjoyment thereof, by providing membership to the white of the said apartment for such Gym/ Fitness Centre upon such terms and conditions as may be deemed fit and proper by the Promoters. It is further represented by the Promoters that the said R360 or any other Gym shall be maintained, owned and managed by the Promoters. As the owner of the said R360 or any other Gym / Fitness Centre, the Promoters shall be entitled to permit and admit other than the allottee/purchasers of the premises constructed in the said Raunak Centrum Project, who shall be interested to become the member of the said R360 or any other Gym and enjoy the facility and amenities provided therein subject to the rules and regulations formulated by the Promoters for the management thereof from time to time. The Allottee herein along with the other Allottees will not raise any kind of objection, hindrance and/or obstruction to the same and Allottee herein has granted his/her express and irrevocable consent for the same and agrees and assures the Promoters that such above covenant shall always remain binding upon him/her. Furthermore, the Promoters hereby also represents that the aforementioned R360 or any other Gym / Fitness Centre being a private Gym / Fitness Centre, the facility, amenity and membership thereof extended by the Promoters to the Allottee of the said property is optional and the Allottee who does not wish to obtain or accept the same shall be free to decline such facility offered by the Promoters and in such an event of the Allottee declining the enjoyment of such additional facility and membership of R360 or any other Gym / Fitness Centre, covenants that he shall forgo the said facility forever and thenceforth not be entitled to enjoy the facilities and benefits thereof like the other members of R360 or any other Gym / Fitness centre nor shall he be entitled to raise any objections in respect thereof in any manner whatsoever.

40 K

करल - ३ 762 9c2

55) Apart from the aforenamed R360 or any other Gym / Fitness Centre, the Promoters assure to provide other allied infrastructural common amenities, facilities and such facilities and amenities will be used, utilized, availed and shared only by all the Allottees of all the buildings that shall be constructed on the said property in the manner stated herein.

- 56) Each Apartment Allottee of the said building alongwith the Allottees of premises in other residential buildings only of Raunak Centrum Project as well as any other interested proposed member residing in any other buildings i.e. public in general, interested in becoming the member of the said R350 or any other Gym / Fitness Centre, shall have right to become the member thereof to use and enjoy the facility and amenities provided by the said R350 or, any other Gym / Fitness Centre subject to the terms & conditions that in a value imposed by the Promoters.
- 57) The Allottee shall be entitled to enter into the R360 or any other Gym / Fitness Centre, however, he shall only be entitled to use the facilities provided therein only upon paying the necessary charges that shall be fixed by the Promoters and/or the agency to be appointed for running the same. Furthermore, the Promoters hereby also represent that the Garden more particularly shown by green colour wash on the plan annexed hereto and marked as Annexure 'C3' shall be provided for the benefit and enjoyment of the Allottees of the Building Nos. A & B (as per SRA Building/Wing No. E & D respectively) only. The Promoters also providing Swimming floor in the Building 'E' for the exclusive use, benefit and enjoyment of the Allottees and occupants of the Sale Buildings only.
- 58) The Promoters hereby represent that they shall provide single entrance and exit points from the nearest public road to the internal road/ driveways for Rehab buildings i.e. the allottees of the Rehab Buildings shall be entitled to use and enjoy the single south side access/internal road only for both ingress and egress purpose by foot, vehicle and/or animal cart which is more particularly shown by brown coloured wash on the plan annexed hereto and marked as Annexure 'C3' and the allottees of the Sale Buildings shall be entitled to use and enjoy the common North side access/internal road for ingress and separate South side access or internal road for egress purpose by foot, vehicle and/or animal cart from and to the extent which is more particularly shown by pink and purple coloured hatched lines respectively on the plan annexed hereto and marked as Annexure 'C3'.



M M

59) The Promoters have proposed to construct a Fitness Center, Society office, Dance and Music Room and Banquet Hallon 2nd floor of Building No. A (as per SRA Building/Wing No. Ey, the use whereof shall be granted by the Promoters to the flat Allotttee/s of the said Building No. A (as per SRA Building/Wing No. E) or to the public in general, as the case may be as hereinabove described, and their authorized quests and nominees and successors-in-title subject to payment of necessary fees, periodic subscription charges and usage charges as may be fixed by the Promoters and on such terms and conditions as the Promoters may deem fit and proper in its sole and absolute discretion. Further the Allotttee/s of the said Building A (as per SRA Building/Wing No. E) agree/s that he/she/they shall not misuse the area of the proposed Fitness Center, Society office, Dance and Music Room and Banquet Hall for any other purposes than using the same for proposed Fitness Center, Society office, Dance and Music Room and Banquet Hall, respectively and shall also ensure that the Society of any ether ofganization to be formed by the Allotttees of Apartments of sale Building Alas per SRA Building/Wing No. E), as stated hereinabove, shall not misuse the area carmarked in the approved plans for the proposed Fitness Center, Seglety office, Dance and Music Room and Banquet Hall for any other poses than using the same for Fitness Center, Society office, Dance and Music Room and Banquet Hall respectively nor shall the Allottee or the Society rais a biecum to the admission of the public by the Promoters to the membership or the public club as hereinabove mentioned.

केरल - ३

- 60) The Car Parking Space has been agreed to be allotted by the Promoter to the Allotttee/s on the express understanding that it will be used only in relation to the Apartment and not independent thereof. The rules governing the use of the car parking spaces including the Car Parking Space in the Project shall be framed and administered by the Society or Common Organization or the Apex Society of the flat Allotttee/s in the Project. The car parking number in respect of the Car Parking Space shall be identified and intimated to the Allotttee/s at the time of handing over of possession of the Apartment to the Allotttee/s.
- 61) The Promoters have informed the Allotttee/s that there are several amenities which are proposed to be provided by the Promoters on the said Property. Some amenities have been divided between the various buildings within the common layout. The Allottee/s will not insist upon access to amenities in the said Property other than the amenities expressly provided in this Agreement.
- 62) the Promoter shall form a separate organization/society in respect of the Rehab Building ("said Society") and a separate organization/society in respect of the Sale Building ("said Distinct Society") constructed on the said Property. It is hereby further agreed and understood by the Alllottee/s that in addition to the aforesaid, an Apex Body or society shall be formed which shall consist of appropriate representation from the members of the Rehab Society and





9202 2001 ha rappossible to

members of the Free-Sale Society which Apex Body shall be responsible for monitoring, maintaining and regulating the usage of common areas and amenities of the said Project.

- 63) The Promoters have also obtained development rights in respect of the remaining said lands viz. plots of land bearing CTS Nos.126(pt), 126(2), 126/4(p), 126/6(p), 126/7(p) and 126/8(p)admeasuring 15710 sq. mtrs. of village Chembur, Taluka Kurla, District Mumbai and lying, being and situate at Off Eastern Express Highway, Chunabhatti, Mumbai and more particularly described in the Third Schedule hereunder written (hereitainer referred to as 'the said Adjoining property'), which are adjoining to the said property and the hutment dwellers whereof have joined together and decided to foreita proposed co-operative housing society named 'Rahul Nagar No.2 I it ellipses and Mahatma Phule Co-operative Housing Society Ltd.(proposed)' (hereitaiter referred to as 'the said adjoining Society').
- 64) The major portion of the said Adjoining Property has underground water pipelines passing through it. The Promoters are desirous of amalgamating the said Adjoining Property with the said property (hereinafter referred to as 'the said Larger Property') and develop both the properties i.e. the said Larger Property in phasewise manner i.e. to develop the said property in Phase I and the said Adjoining Property in phase II development of the said Project i.e. 'RAUNAK CENTRUM' OR any other name the Promoters may deem fit. The Promoters desire to develop the said lands i.e. the said Larger Property as a single plot and to construct rehab buildings for the occupants of the said adjoining Society over a portion of the said Adjoining property more particularly shown on the tentatively revised plan annexed hereto and marked as Annexure 'C3'.
- 65) Under the aforementioned arrangement, the Promoters are entitled to develop the said Adjoining Property by constructing buildings and structures for Rehab component as well as the Sale components upon the said Adjoining Property in order to accommodate and rehabilitate all the occupants and slum dwellers of the said adjoining Society as well as sell the premises of sale buildings to the prospective purchasers and in the event of the FSI of the said Adjoining Property being remained unused/utilized, if any, upon the said Adjoining Property, the Promoters shall be absolutely entitled to utilize and consume such untilised and/or balance FSI of the said Adjoining Property upon the said property in order to construct the sale buildings upon the said property being building Nos. A (as per SRA Building/Wing No. E) and/or B (as per SRA Building/Wing No. D) upto 50 upper floors and/or additional floors upon the rehab building Nos.C, D & E (as per SRA Building/Wing No. A, B and C respectively) that shall be constructed upon the said property.

- 66) The Promoters hereby represent that upon amalgamating the said Adjoining Property with the said property, the term "SAID PROPERTY" shall mean and include the said property alongwith the said adjoining property and accordingly, the FSI of the said property shall also include the FSI of the said Adjoining Property and as such, the FSI of the said property shall mean and include the aggregate sum of both the amalgamated properties i.e. the said Larger property. Furthermore, in such an event of the amalgamation of the said property with the said adjoining property, the Promoters shall be entitled to rehab the slum dwellers of the said property and/or the said Adjoining Property upon any of the rehab buildings which shall be constructed on any portion of the said property/adjoining property i.e. the said Larger Property.
- 67) The Promoters have further represented to the Allotttee that upon the Promoters amalgamating the said adjoining Society with the said property, the Promoters shall be said to develop the said Larger property and construct structures and buildings the eon upon obtaining requisite permissions and sanctions and in accordance, with the plan annexed hereto as Annexure 'C3' that shall be sanctioned by the said Authority and/or competent authority from time to time and shall also be entitled to grant right of way through the said property to the said adjoining property from west side internal road more particularly shown by lotted lines or the plan annexed hereto as Annexure C3" and the Allotttee the education of to object or raise any claim in respect thereof.
- 68) The Promoters have retained the full, absolute and exclusive right, authority and unfettered discretion to utilize, develop, sell, transfer and / or assign at any time in future the balance of the development potential or the entire unconsumed or the residual FSI in relation to the said/Larger Property and/or under the said LOI, whether arising prior to the date of this Agreement or at any time hereafter which has not been consumed on the said Property, at their sole and absolute discretion;
- 69) The Promoters shall be entitled to the entire unconsumed and residual FSI in respect of the said Larger Property (which includes the said Adjoining property and the said Property), and the entire increased, additional, available, future and extra FSI, whether by way of purchase of FSI from any authority by payment of premium or price, the change of law and policy, the purchase of transferable development rights ("TDR"), availability and increase of FSI/TDR, floating FSI, fungible FSI, FSI arising due to a larger layout and the development fluered and/or FSI which is not computed towards FSI by any concerned authority or due to proposed changes in layout by implementing various schemes as mentioned in the DCPR or based on any expectation of increased FSI which may be available in future on modification of DCPR or any other regulations which are applicable to the development of the Larger Property (including the said Property) in the present layout and the Promoters will be entitled to and



करल - 3 9602 8 912

have right, at its sole discretion to amalgamate the Larger Property including the said Property with one or more of the said adjoining properties and to utilize the FSI thereof inter-alia on any portion of the Larger Property and/or amalgamated layout and also to sub-divide such amalgamated property or otherwise by any other means whatsoever, which shall absolutely and exclusively belong to and be available to the Promoters and that neither the Allottees nor the Organization/Federation shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or of inconvenience and/or of light and ventilation and/or density and any incomment and/or of water and electricity;

- 70) A portion of the said Larger Property (i.e. the area other than winner the said Property) is being utilized for construction of the rehabilitation building including temporary transit accommodation for majority of the slum to allers and the project affected persons ("Rehab Component") in terms of the slum chabilitation scheme and as per the permissions and approvals in this regard and the remainder of the and Larger Property after construction of the said Building (as defined hereinafter) and the Rehab Component may be utilized for putting up further development as envisaged hereinabove;
- 71) Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
- 72) By virtue of the aforesaid agreements executed between Promoters and the slum dwellers/occupants/tenants and permissions/sanctions, the Promoters are entitled to demolish the existing structures on the said Property and construct sale and composite building consisting of rehab/PAP/PTC and sale tenements on the said Property by consuming and/or loading the entire Floor Space Index ("FSI") granted/permitted by SRA and other concerned authorities in respect thereof;
- 73) The Promoters are required to hand over portion the requisite portion of the area under various heads out of the said Larger Property under the relevant provision of DC Regulation in favour of Municipal Corporation of Greater Mumbai ("MCGM") or concern authorities towards Express Highway, botanical garden.



74) The Allottee in his personal capacity as also in his capacity as a composed/members of the Society / Condominium / Company and/or any other association when formed and registered hereby gives his unequivocal and express consent to the utilization by the Promoters and/or their nominee/s and assigns, of such additional FSI and/or TDR and any benefits arising therefrom as hereinabove contained:

75) The Promoters are entitled to amend, modify and/or substitute the proposed future and further development of the Larger Property as a singular/amalgamated and/or as a sub- divided layout in full or in part(s), in accordance with the applicable law from time to time which may inter-alia, include construction of buildings in consonance with proposed lay-out in phase-wise manner on such layout, whether presently reserved for buildable/non-buildable reservations, open space due to proposed changes in layout by implementing various schemes as mentioned in DCPR or based on expectation of increased which may be available in future on modification of DCPR, which are applicable to the development of said Larger Property and/or the amalgamated and/or sub- divided layout, as the case may be, at the sole discretion of the Promoters inter-alia in consonance with the DCPR;

The development of the said Property may envisage construction of underground tanks, fire-fighting tanks, rain harvesting tanks, sewage treatment plants and installation of transformers, access roads and recreation grounds, which will be shared in common for all the building/s constructed under the proposed development and accordingly would be finalized keeping with the plans that would be sanctioned by MCGM and/or the relevant competent authority from time to time. The Promoters reserves the right in its absolute discretion to amend, alter and modify the layout plan from time to time as per their requirements and include also one or more buildings having one or more towers and/or remove from the said layout one or more buildings and also change the location of any of the buildings to be constructed in the proposed development on the said/Larger Property, which may be ultimately approved and/or amended/varied and sanctioned by SRA, MCGM and other bodies/authorities concerned:

77) AND WHEREAS the Promoters are in possession of the said property.

78) The Promoters have commenced construction of the said Building and intend to develop the said building upon the said property.

Rrown d

rl

79) The Allottee has applied to the Promoters for allotment of an Apartment bearing No. 2211 having carpet area 55.37 square meters equivalent to 596.00 square feet and the Exclusive Areas admeasuring NIL square meters equivalent to NIL square feet on 22 floor situated in Building No. A, (as per SRA Building/Wing No. E) being constructed in the said "RAUNAK CENTRUM" Project.

80) The Promoters have entered into a standard agreement with catalog of Transformation, Architects and Interior Designers, registered with the of Architects and the said agreement is as per the prescriber format public by the Council of Architects,

- 81) The Promoters have also appointed RCC specialist and Structural R.C. Tipnis, for preparation of the structural designs and drawings of the said buildings and the Promoters accepting the professional supervision of the Architects and the structural Engineers till the completion of the buildings.
- 82) By virtue of the aforesaid Agreements, Power of Attorneys, the Promoters have sole and exclusive right to sell the Apartments in the said buildings to be/being constructed by the Promoters on the said property and to enter into Agreement/s with the allottee/s of the Apartments, to receive the sale consideration in respect thereof.
- 83) On demand from the Allottee, the Promoters have given inspection to the Allottee of all the documents of title relating to the said property, building plans, designs and specifications prepared by the Promoters' Architects, Catapult, and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules & regulations made thereunder.
- 84) The authenticated copies of the Certificate of Title issued by the attorney at law or the Advocate of the Promoters, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoters to the said property on which the said building is to be constructed have been annexed hereto and marked as Annexure 'A', & 'B' respectively.
- 85) The authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure 'C-1'.

86) The authenticated copies of the plans of the Layout as proposed by the Promoters in the event of loading additional FSI/TDR and according to which the construction of the building and structure and open spaces are proposed in future development to be provided for on the said project have been annexed hereto and marked as Annexure 'C-2',

the authenticated copies of plans and specifications of the apartments agreed of the authority have been annexed and marked as Annexure "D"

The Promoters have got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupation Certificate of the said Building/s.

- 89) While sanctioning the said plans, concerned local authority and/or Government has laid down certain terms, conditions stipulations and restrictions which are to be observed and performed by the Promoters while developing the said property and the said building and upon due observance and performance of which only the completion and Occupation Certificates in respect of the said building shall be granted by the concerned local authority
- 90) The Promoters have accordingly commenced construction of building No. A (as per SRA Building/Wing No. E) being the subject matter of these presents and hereinafter referred to as 'the said building' in accordance with said sanctioned plans.
- 91) The Allottee is offered an Apartment bearing number 2211 having Carpet Area of 55.37 square meters equivalent to 596.00 square feet and the Exclusive Areas admeasuring NIL square meters equivalent to NIL square feet on the 22 (herein after referred to as the said "Apartment") in the Building No A (as per SRA Building/Wing No. E) (herein after referred to as the said "Building") being constructed in "RAUNAK CENTRUM" Project, by the Promoters.
- 92) After satisfying himself/herself/themselves/itself with regard to the title of the said Property and after perusal of all the orders and various permissions, sanctions and approvals mentioned hereinabove, the Allottee has applied and the Promoters have agreed to sell to the Allottee/s under the provisions of RERA

Ceound

करल - ३ 5602 201962 २०२५

and the Rules and regulations made thereunder, residential/commercial Unit as more particularly described hereunder in the Sale/Composite Building of the said Project (hereinafter referred to as the "said Apartment" delineated on the Floor Plan thereof and thereon shown surrounded by Red colour boundary line and marked as Annexure "D") along with right to use and enjoy proportionate share in the common areas, amenities and facilities of the said Project with full notice of the terms conditions and provisions contained in documents hereinabove and subject to the terms and conditions hereinafter appearing and at or for the lumpsum consideration payable in the manner as more particularly mentioned hereunder.

- 93) The carpet area of the said Apartment is 55.37 square in this squavalent 596.00 square feet and the Exclusive Areas admeasuring equivalent to NIL square feet (i) "carpet area" means the net of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment and (ii) "Exclusive Areas" means exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee.
- 94) The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- 95) Prior to the execution of these presents the Allottee has paid to the Promoters a sum of Rs. 15,23,829.00/- (Rupees: Fifteen Lakh Twenty Three Thousand Eight Hundred Twenty Nine Only) being part payment of the sale consideration of the said Apartment agreed to be sold by the Promoters to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoters do and each of them doth hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoters the balance of the sale consideration in the manner hereinafter appearing.
- 96) Under Sec.13 of the Act, the Promoters are required to execute a written agreement for sale of the said Apartment to the Allottee being in fact these presents and also to register the said agreement for sale under the Registration Act, 1908.

Segund.

करल - ३ 9402 24 912 २०२५

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties as well as relying upon the said application made by the Allottee, the Promoters hereby agree to sell and the Allottee hereby agrees to purchase the said Apartment and/or the garage/covered parking (if applicable) at or for the consideration and on ownership basis in the manner appearing hereinafter.

98) Pursuant to the discussions and negotiations between the Promoters and the Allottlee, the Promoters have agreed to sell to the Allottlee and the Allottlee has agreed to acquire from the Promoters, on ownership basis, a premises being a liar bearing No. 2211 having Carpet Area of 55.37 square meters equivalent to 326.00 square feet and the Exclusive Areas admeasuring NIL square meters requivalent to NIL square feet on the 22 floor of Building No. A (as per SRA Building/Wing No. E) of the Free sale Building/s ("the said Building") being constructed/constructed in "RAUNAK CENTRUM") Project (hereinafter referred to as the said Apartment and the said Apartment is hatched with Red colour on limited common facilities as mentioned in Annexure "E" annexed hereto for a total lumpsum consideration of Rs.1,53,92,190/- (Rupees: One Crore Fifty Three Lakhs Ninety Two Thousand One Hundred Ninety Only) (hereinafter referred to as "the Consideration"). The said Flat is more particularly described in the Schedule 'A' hereunder written;

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

- 1. All the aforesaid recitals shall form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly.
- 2. The Promoters are entitled to and shall construct/develop the said Project consisting of Five numbers of buildings having Common Three Levels of Basement. Promoters intend to construct three Rehab Buildings viz. Building Nos. C, D & E (as per SRA Building/Wing No.A, B & C respectively) comprising of Common Three Levels of Basement + Ground to 21st (P) upper residential floors and two Sale Buildings viz. Building No. B (as per SRA Building/Wing No.D) being Commercial cum Residential building comprising of Common Three Level Basement + Ground + 1st Floor for commercial/Retails, 2nd Floor for Amenities + 3rd Floor to 30th upper floor for Residential and Building No. A (as per SRA Building/Wing No.E) comprising of College structure Comprising of Common Three Level Basement + Ground to 6th upper Floor and

करल - 3 9 Lo 2 Re 1912

interconnected building structure comprising Commercial cum Residential building comprising of Common Three Level Basement + Ground + 1st Floor for commercial/Retails, 2nd Floor for Amenities + 3rd Floor to 30th upper floor for Residential on the said property. All the Three Level Basements shall be internally connected and common for aggregate five wings. Thereafter wings B (as per SRA Building/Wing No.D)and A (as per SRA Building/Wing No.E) shall be physically divided above ground level on the said property in phased manner by utilization of the full potential thereof as sanctioned and/or may be sanctioned and/or to be amended from time to time by the SRA and or the concerned authorities in accordance with the D.C. Regulations and applicable laws and such other laws, rules and regulations as may be in force at present and or any time hereafter. However, the Promoters intend to procure additional SI by way of TDR or FSI that may be available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mantiened in the Development Control Regulation or FSI of the adjoining property or other amalgamated property/ies or otherwise and utilize and consume the same upon the said property to construct Building Nos. C, D & E (as per SRA Building/Wing No.A, B and C respectively) upto 30 upper floors and Building Nos.'B (as per SRA Building/Wing No.D) and 'A' (as per SRA Building/Wing No.E) upto 50th upper floors in accordance with the revised sanctioned plan in respect thereof that may be sanctioned by the said Authority. It being clearly agreed and understood by the Allottee/s, that any benefit available by way of increase in FSI/TDR, if any, which may be increased by way of global FSI/TDR or otherwise howsoever from the said Property/ said adjoining Property, as the case may be, shall only be for the use and utilization by the Promoters, and the Allottee shall have no right and/ or claim in respect of the same, whether prior to the commencement of construction or during construction or after construction having been completed until final Lease deed or such other transfer document that may be executed in favour of the Society to grant lease in respect of the said Property, infrastructure and amenities on the said Property. The Allottee hereby agrees and acknowledges that the FSI of the said Building may not be proportionate to the area of the portion of the said /Larger Property on which it is being constructed in proportion to the total area of the said /Larger Property taking into account the FSI to be utilized for the building to be constructed thereon. PROVIDED THAT the Promoters shall have to obtain prior consent in writing of the Allotee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

3) (a) (i) The Allottee hereby agrees to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee, an Apartment bearing No. 2211 on 22 floor of Building No. A (as per SRA Building/Wing No.E) to be known as " (hereinafter referred to as 'the said Building') in Project Known as Raunak Centrum having Carpet Area of 55.37 square meters equivalent to 596.00 square feet and the Exclusive Areas admeasuring NIL square meters equivalent to NIL square feet (The Carpet Area & Exclusive Areas shall have the meaning

Reducid

The state of the s

ascribed to it in Recital above) (hereinafter referred to as 'the said Apartment') as shown on the floor plan hereto annexed and marked as Annexure 'D' and more particularly described in Schedule 'A' hereunder written) for the consideration of Rs. 1,53,92,190/- (Rupees: One Crore Fifty Three Lakhs Ninety Two Thousand One Hundred Ninety Only) including Rs. being the proportionate price of 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 Schedule annexed herewith and marked as Annexure E. The Carpet Area & Exclusive Areas shall have the meaning ascribed to it in Recital mentioned hereinabove.

(ii) The Promoters hereby agrees to allot One car parking space/Mechanical Parking/Stack Parking-in basement as per availability to the Allottee being a constructed in the layout.

2024

3) (b) The Allottee agrees to pay to the Promoters, the amount of purchase consideration of Rs. 1,53,92,190/- (Rupees: One Crore Fifty Three Lakhs Ninety Two Thousand One Hundred Ninety Only) the following manner:-

AUD RE	900	<u> </u>
	Africant (Bs.)	Particulars
E a a	99,000.00	On Booking
* 0.00	14,24,827.00	On or before Registration
20.	30,53/800,00	Within 21 Days of Registration
4.00%	6, 5, 5, 5, 88.00	On completion of Raft Work and Raising demand letter for this event
4.00 %	5,688.00	On completion of 1st Basement Slab and Raising demand letter for this event
	6,15,688.00	On completion of 2nd Basement Slab and Raising demand letter for this event
	6,15,688.00	On completion of Plinth and Raising demand letter for this event
	1,53,922.00	On completion of Slab 2 and Raising demand letter for this event
	1,53,922.00	On completion of Slab 3 and Raising demand letter for this event
	1,53,922.00	On completion of Slab 4 and Raising demand letter for this event
1.00 %	1,53,922.00	On completion of Slab 5 and Raising demand letter for this event
1.00 %	1,53,922.00	On completion of Slab 6 and Raising demand letter for this event
	1,53,922.00	On completion of Slab 7 and Raising demand letter for this event
1.00 %	1,53,922.00	On completion of Slab 8 and Raising demand letter for this event
1.00 %	1,53,922.00	On completion of Slab 9 and Raising demand letter for this event
1.00 %	1,53,922.00	On completion of Slab 10 and Raising demand letter for this event
1.00 %	1,53,922.00	On completion of Slab 11 and Raising demand letter for this event
	1,53,922.00	On completion of Slab 12 and Raising demand letter for this event
	1,53,922.00	On completion of Slab 13 and Raising demand letter for this event
	1,53,922.00	On completion of Slab 14 and Raising demand letter for this event
1.00 %	1,53,922.00	On completion of Slab 15 and Raising demand letter for this event
1.00 %	1,53,922.00	On completion of Slab 16 and Raising demand letter for this event





		O / Too Too was
		702 39 9/2
	1,53,922.00	On completion of Slab 17 and Raising demand letter for this event
	1,53,922.00	On completion of Slab 18 and Raising demand letter for this event-
	1,53,922.00	On completion of Slab 19 and Raising demand letter for this event
	1,53,922.00	On completion of Slab 20 and Raising demand letter for this event
	1,53,922.00	On completion of Slab 21 and Raising demand letter for this event
	1,53,922.00	On completion of Slab 22 and Raising demand letter for this event
	1,53,922.00	On completion of Slab 23 and Raising demand letter for this event
	1,53,922.00	On completion of Slab 24 and Raising demand lener this event
	1,53,922.00	On completion of Slab 25 and Raising demand letter or this event
	1,53,922.00	On completion of Slab 26 and Raising demand a ler forth is event
	1,53,922.00	On completion of Slab 27 and Raising demand letter for this event
1.00 %	1,53,922.00	On completion of Slab 28 and Raising demand letter of this event
1.00 %	1,53,922.00	On completion of Slab 29 and Raising slemand latter for this event
1.00 %	1,53,922.00	On completion of Slab 30 and Raising semand letter to this event
1.00 %	1,53,922.00	On completion of Slab 31 and Raising demand letter for this event
1.00 %	1,53,922:00	On Completion of Brick Work and Raising Demand Letter for this Event
2.00 %	3,07,844.00	On completion of Internal Plaster Work and Raising demand letter for this event
2.00 %	3,07,844.00	On completion of External Plaster Work and Raising demand letter for this event
2.00 %	3,07,844.00	On completion of Tiling Work and Raising demand letter for this event
2.00 %	3,07,844.00	On completion of Plumbing Work and Raising demand letter for this event
2.00 %	3,07,844.00	On completion of Electrical fittings and Raising demand letter for this event
2.00 %	3,07,844.00	On completion of Wooden doors frames Work and Raising demand letter for this event
2.00 %	3,07,844.00	On completion of Wooden doors shutters Work and Raising demand letter for this event
2.00 %	3,07,844.00	On completion of Sliding Window Work and Raising demand letter for this event
3.00 %	4,61,766.00	On completion of External Painting Work and Raising demand letter for this event
2.00 %	3,07,844.00	On completion of Internal Painting Work and Raising demand letter for this event
2.00 %	3,07,837.00	On Possession and Raising demand letter for this event

- 3) (c) It is clarified that the entire Consideration (other than GST or any other taxes etc.) to be paid by the Allottee/s from time to time as per the provisions of RERA and in accordance with the Payment Schedule described hereinabove shall be deposited in Bank Account No. 0249886236 maintained with Kotak Bank LTD, MUMBAI- NARIMAN POINT, Branch with IFSC Code KKBK0000958 ("Collection Account") or any such account as the Promoters may deem fit.
- 3) (d) For this purpose, the Promoters may raise demand notices for payment upon the Allottee/s, specifying the amount out of each installment of the Consideration





to be paid into the Master Account. The Allottee/s shall pay the same within 15(fifteen) days of the date of such a demand notice. Further, the Promoter is not obliged to give any notice requiring such payment and the failure thereof, shall not be appeal of an excuse for non-payment of any amount or amounts on their respective due dates.

3) (e) The Price herein is exclusive of all taxes and is based on several factors including the rate of GST, the provisions related to INPUT Tax Credit of GST etc. In case of any change in the provisions related to rate of GST, ITC, reversal of ITC etc. In the GST Laws, the Price herein will be varied accordingly. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of GST and Cess or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters) up to the date of handing over the possession of the Apartment.

The Consideration mentioned herein to be paid by the Allottees has been calculated inter alia on the basis of the consents, representations and covenants made that the Allottees have granted including but not limited to their irrevocable and binding consent to make any such variations, alterations, amendments or deletions as may be provided in this Agreement. In the event that the Allottees with the white consent or in the event the validity of the same is challenged, then the amount of Consideration stated herein shall automatically stand enhanced include any direct and/or indirect loss, damage, claim, expenditure suffered by the Promoter due to such consent not being granted to the Developer.

- 3) (g) a) The Allottee is aware that the Allottee has to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Promoters, whichever is earlier as per section 194IA of the Income Tax Act, 1961. Further, the Allottee shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.
 - b) The Allottee further agrees and undertakes that if the Allottee fails and/or neglects to deduct the tax at source or fails to pay the same after deduction, the Allottee alone shall be deemed to be an assessee in default in respect of such tax and the Promoters shall not be liable for any statutory obligations / liability for non-payment of such TDS.
 - c) It is further agreed by the Allottee that at the time of Possession of the Apartment, if any discrepancy is found in actual form 16B & 26AS, the Allottee has to pay equivalent amount as interest free security deposit and resolve the same within 4(four) months from the date of possession. This deposit will be



Q DIL



करल - ३ १८०२ | ३३ | १८२

refunded to Allottee once the discrepancy is rectified within aforesaid time. Provided further that in case the Allottee fails to resolve the discrepancy within the stipulated period of 4 (four) months from such Possession Date then the Promoters shall be entitled to forfeit the said deposit against the amount receivable from the Allottee, which amount was deducted by the Allottee from the payments to the Promoters on account of TDS but not paid to the credit of the Central Government. The quantum of such taxes, levies curses cesses, charges as decided/quantified by the Promoters.

- d) The consideration mentioned in clause No.3(b) reference consideration and Allottee shall be liable to pay all the taxes payab including but not limited to GST, cess etc. The said taxes shall be Allottee immediately on demand.
- 3) (h) 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 Promoters undertake and agree that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters 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 Allottee, which shall only be applicable on subsequent payments.
- 3) (i) The Promoters shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupation 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 three percent (hereinafter referred to as 'the Three hold Limit'). The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Allottee with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to the Allottee, the Promoters shall demand the same from the Allottee. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 3(a) of this Agreement. The Parties agree that in case of variation above or below the Threshold Limit, the considerations shall be appropriately adjusted in the last installment. In such a case, all amounts paid to government departments and third parties shall be refunded to the Allotttee/s only to the extent of and upon receipt of such amounts from those authorities.





3) (j) The Allottee authorizes the Promoters 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 Promoters may in their sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoters to adjust his payments in any manner.

3) (k) The Parties hereby agree and confirm that this Agreement supersedes all phot discussions and understandings (whether written or oral) with respect to the subject matter of this Agreement. This agreement shall only govern the terms of this transaction and any term, condition etc. mentioned in any discussion writing prior to the date of this presents, advertisement, hoarding, email, messages etc. and not in accordance with the terms of this agreement shall not be binding to the Promoter and shall be treated as null and void.

(I) In the event of the terms of the Agreement having to be modified due to modified for any statute (including RERA) or any Applicable Law then the same shall be modified to the extent required by execution of supplementary agreement. The provisions of this Agreement will not be amended or modified without the express written consent of the Parties. Neither Party shall be entitled claim waiver of any of the terms of this Agreement without such written amendment or modification as the case may be.

- 4.1 That the Seller is otherwise well and sufficiently entitled to the said Plot described in the Schedule hereunder written and the same is their self-acquired property.
- 4.2 Time is of essence for the Promoters as well as the Allottee. The Promoters shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the Allottee after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoters as provided in clause 3 (b) herein above. ("Payment Plan").
- 5. The Promoters hereby declare that the Floor Space Index available as on date in respect of the said property is 55096.11 square meters only and Promoters have planned to utilize Floor Space Index of 30000 by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI/or by amalgamating the adjoining Plot/scheme by implementing various scheme as

Ramy

M

करल - ३ १८०२ <u>३५</u> १८२

mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoters have disclosed the Floor Space Index of 85096.11 sq. mtrs as proposed to be utilized by it on the said property in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the Promoters by utilizing the proposed. Sund on the understanding that the declared proposed FSI shall belong to Project is only. The Allottee hereby acknowledges that the Promoters shall be entitled to use and consume any such FSI which may be granted by the SFA in the future from time to time in relation to the said Project.

6. The residual F.A.R (FSI) and/ or TDR / FSI and/ or compensatory Fungible FSI and/ or any other FSI by whatever nomenclature called in respect of the said/Larger Property not consumed will be available to the Promoters till the full and complete development of the said Property. The Promoters shall be entitled of the said 'Adjoining FSI, if any unutilized/balance utilize Property/purchase/acquire TDR/FSI and load the same on the said Property or any part thereof for which Allottee/s doth hereby accord his/her/their irrevocable consent for the same. It is further agreed and recorded by and between the parties hereto that the Promoters shall be entitled to undertake the construction work on the said property as is convenient to the Promoters and as may be permissible under Development Control Regulations and/ or by MCGM/SRA and/or by the relevant competent authorities and/or any amendment/s thereto and/or re-enactment thereof from time to time. The residual F.A.R. (FSI) and/ or TDR / FSI (by whatever nomenclature called) of the said Property not consumed will be available to the Promoters till the full and complete development of the said Property which may be acquired by the Promoters hereafter at any time and/or generate TDR/FSI Certificate and either utilize the same for its own purposes or any other property/project of the Promoters and/or its nominees including but not limited to the adjoining projects and/or sell and dispose of such TDR/FSI Certificate and adjust all benefits and/or sale proceeds etc. emanating therefrom for their own benefit without any reference to the Allottee/s and/or being responsible to make over the profits and/or sale proceeds thereof to the Allottee/s herein. It is agreed by and between the parties hereto that in the event of Promoters acquiring and/or developing any other adjacent property/properties to the said property, the Promoters shall be entitled to utilize FSI and/ or TDR / FSI (by whatever nomenclature called) of the said Property on any adjacent property/properties and/or utilize the FSI and/ or TDR / FSI (by whatever nomenclature called) with or without payment of the premium to MCGM and / or any other concerned authority of any adjacent property/properties on the said Property as the Promoters in its sole discretion may deem fit and proper. (i)The Purchasers have not committed any default within the meaning of the Insolvency and Bankruptcy Code, 2016 (IBC) and has not received any default notice or invoice demanding the payment of any overdue amount under the IBC;

Promul

If the Promoters fail to abide by the time schedule for completing the project and handing over the said Apartment to the Allottee, the Promoters agree to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay; till the handing over of the possession. The Allottee agrees to pay to the Promoters, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee to the Promoters. In the event that any of the payment cheques/banker's cheque or any other payment instructions of/by the Allottee/s is/are not honoured for any reason whatsoever, then the same shall be treated as default and a failure to make a payment under this Agreement and the Promoters may at their option be entitled to exercise the recourse available thereunder. Further, the Promoters shall also at its sole discretion and without prejudice to its other rights, charge a payment dishonour charge of Rs. 300/- (Rupees Three Hundred only) for dishanour of a particular payment instruction in addition to the Interest for delayed payment.

Without prejudice to the right of Promoters to charge interest in terms of sub clause 71 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment or instalments or any amount remaining outstanding for more than 3 months (whichever is earlier), the Promoters shall be entitled at their own option, to terminate this Agreement.

Provided that, Promoters shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and e-mail at the e-mail address provided by the Allottee, of his 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 Allottee fails to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, the Promoters shall be entitled to terminate this Agreement.

7.3 Provided further that upon termination of this Agreement as aforesaid, the Promoters shall, after deducting an amount equal to the sum of amounts mentioned in the clause 7.4 hereinbelow the total consideration payable hereunder, refund to the Allottee the balance of the sale price which the Allottee may have till then paid to the Promoters without any interest on the amount so refundable within a period of thirty days of the termination, the installments of sale consideration of the said Apartment which may till then have been paid by the Allottee to the Promoters. The Promoters shall also be entitled to deduct

9202 30 912

from the aforementioned refundable amount any other costs directly incurred towards the booking of the said Apartment including costs incurred towards any gifts and/or promotional offers given to and/or availed by the Allottee as well as in the event of the said resale price being less than the Purchase Price mentioned herein, the Promoters shall also be entitled to deduct the difference between the Purchase Price and the resale price. And upon termination of this Agreement, pending refund of the amount as aforesaid, the Promoters shall be at liberty to dispose off and to sell the said Apartment to such persons at such price and on such conditions as the Promoters may desire and the said in their absolute discretion and the Allottee shall have no the ction for the said.

Provided that any overdue payments so received will be Interest then towards statutory dues and subsequently principal amounts.

7.4 Without prejudice to the other rights of the Promoters hereunder, the Promoters shall in respect of any amounts remaining unpaid by the Allottee under this Agreement, have a first charge / lien on the Apartment and the Car Parking space and the Allottee shall not transfer his/her/their/its rights under this Agreement, in any manner whatsoever, without making full payment of all amounts payable by the Allottee under this Agreement, to the Promoters. It is hereby clarified that for the purposes of this Agreement payment shall mean the date of credit of the amount in the account of the Promoters.

Provided however, that the Allottee may terminate this agreement with the due written consent of the Promoter subject to execution of Deed of cancellation and payment of amount as mentioned hereinbelow.

Provided further that upon termination of this Agreement as aforesaid, the Parties shall execute and register a Deed of Cancellation of this Agreement for Sale. Upon termination the Promoters shall be entitled to deduct the following amounts.

- a) Stamp Duty paid by the Promoter on the Agreement
- b) GST paid/payable in respect of this Transaction;
- c) Brokerage paid on this transaction if any;

Pramud

V M

DAMount paid/relimbursed in

Amount paid/reimbursed in respect of any Financial Assistance granted to the Allottee by the Promoter or any Financial Institution & reimbursement paid by Promoter to such Financial Institute:

e) An amount equal to 9.90% of the total consideration payable hereunder;

f) Cost of any specific amenity/concession/rebate/gift/offer granted to the Allottee; and refund to the Allottee the balance of the sale price which the Allottee may have till then paid to the Promoters without any interest on the amount so fundable within a period of thirty days of registration of Deed of Cancellation. Tupon termination of this Agreement, pending refund of the amount as the Promoters shall be at liberty to dispose off and to sell the said arther to such person or persons at such price and on such conditions as the Promoters may desire and think fit in their absolute discretion and the Allottee shall have no objection for the same

Deed of Cancellation to record the cancellation of this Agreement and the Allottee/s shall return to the Promoter all the original documents, papers, writings executed between the Parties including the original Agreement. The Allottee/s hereby appoints the Promoter as his/her/its Constituted Attorney and authorizes the Promoter to execute and register such Deed of Cancellation and such other documents and/or writings for and on behalf and in the name of the Allottee/s without recourse to the Allottee/s, in the event the Allottee/s fail to come forward and/or are unable to execute and register the Deed of Cancellation within 30 days of the termination and/or cancellation.

- 7.6 In case the Allottee fails to repay the installment due whether in respect of interest, principal loan and as a result if bank/financial institutions exercise its right to foreclose the said loan and possess the mortgage property viz. the said Apartment, in that case notwithstanding anything contained in any letter or documents the financing entity shall not be entitled to possess the said Apartment before payment of all the dues of the Allottees including dues in respect of maintenance changes, delayed payment, possession change, interest and legal expenses etc. However, in such case the lien of the financial entity on the said Apartment shall continue subject always to the first claim of the promoter herein in respect of the dues as mentioned above
- 8. It is made clear by the Promoters that the quality, colour, shape, make and design of the materials used for providing amenities in the apartments/units may differ from wing to wing and/or building to building in the Sale Building and it is not binding on the Promoters to use the same quality, colour, shape, make and design materials in the entire said Project.

REDITION

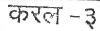
9. The Promoters have informed the Allottee and the Allottee is aware that amenities and facilities, if any, may be commonly provided for multiple towers/buildings being constructed in the said Project on the said Property in terms of the said Layout Plan. The Allottee/s further covenant that they shall not cause any nuisance, hindrance or raise objections to the use of these amenities and facilities in other buildings constructed on portion of the said Property / said Property as a part of the layout by the respective Allottees/occapants of premises therein.

10.1 The fixtures and fittings with regard to the flooring and senital atting and amenities like one or more lifts of best quality to be provided by the provi

- 10.2 The specifications mentioned in the advertisement/communication or the brochures, pamphlets regarding the Apartment and buildings and its colour, texture, the fitting(s) / fixture(s) or any installations depicted therein are only suggested and the same are not intended to be provided as a standard specification and/or service or cannot be construed as same and the Promoter shall at its absolute discretion may change it if necessary for maintaining best quality and standard of the construction.
- 10.3 The Allottee is aware that the Promoter is not the manufacturers of the amenities which are to be provided as mentioned in the List of Amenities. The Promoter do not warrant or guarantee the use, performance or otherwise of these amenities. The parties hereto agree that responsibility of the Promoter is limited to the extent of warranty/guarantee given by the concerned suppliers and for the period of such warranty/guarantee.
 - 11. The Promoters shall give possession of the said Apartment to the Allottee on or before 30th day of June 2027. If the Promoters fail or neglect to give possession of the said Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the said Apartment with interest at the same rate as may mentioned in the clause 7.1 herein above from the date the Promoters received the sum till the date the amounts and interest thereon is repaid,

Ragnund

P M



Provided that the Promoters shall be entitled to reasonable extension of time for giving delivery of said Apartment on the aforesaid date, if the completion of building in which the said Apartment is to be situated is delayed on account of

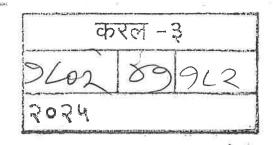
- (i) war, civil commotion or act of God;
- (ii) non-availability of steel, cement or other building material, water or electric supply,
- (lii) any notice, order, rule, notification of the Government and/or other public or competent authority/court or changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development of the project

(iv) delayour, issue of Occupation Certificate by the MCGM and/or Planning Addition to an additional control of the Promoter.

Procedure for taking possession - The Promoters, upon obtaining the occupation certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the said Apartment to the Allottee in terms of this Agreement to be taken within 3 (three months) from the date of issue of such notice and the Promoters shall give possession of the said Apartment to the Allottee. The Promoters agree and undertake to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee agree(s) to pay the maintenance charges as determined by the Promoters or association of Allottees, as the case may be. The Promoters on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupation certificate of the Project.

- 12.2 The Allottee shall take possession of the said Apartment within 15 days of the written notice from the Promoters to the Allottee intimating that the said Apartment is ready for use and occupation.
- 12.3 Failure of Allottee to take Possession of said Apartment: Upon receiving a written intimation from the Promoters as per clause 12.1, the Allottee shall take possession of the said Apartment from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the said Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 12.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.





- 12.4 The Allottees hereby agree that in case he/she/they/it fail(s) to respond and/or neglect(s) to take possession of the Apartment within the time stipulated by the Promoter in the letter for Intimation of Possession, and/or cancel / terminate the Agreement for Sale, then the Promoter shall be entitled and hereby reserves its right to forfeit the entire amount received by the Promoter towards the Apartment along with interest on default in payment of installments (if any applicable taxes and any other charges/amounts. The Allottee further agree and acknowledge that the Promoter's obligation of delivering possession of the Apartment shall come to an end on the date of expiry of the letter for Intimation of Possession and that subsequent to such date the Promoter shall not be responsible as of the Apartment shall liable for any obligation towards the Allottee for the possession of the Apartment shall not be responsible as of the Apartment shall not be responsible to the Ap
- 12.5 In case of the Allottee fails to pay the installment in time and as a result the Promoter has not handed over the possession, the Allottee shall still be liable to bear and pay maintenance charges and taxes in respect of the said Apartment from the date of Occupation Certificate.
- 12.6 In case the Allottee fails to repay the installment due whether in respect of interest, principal loan and as a result if bank/financial institutions exercise its right to foreclose the said loan and possess the mortgage property viz. the said Apartment, in that case notwithstanding anything contained in any letter or documents the financing entity shall not be entitled to possess the said Apartment before payment of all the dues of the Allottees including due in respect of maintenance charges, delayed payment, possession charge, interest and legal expenses etc. However, in such case the lien of the financial entity on the said Apartment shall continue subject always to the first claim of the promoter herein in respect of the dues as mentioned above.
- 12.7 If within a period of five years from the date of handing over the said Apartment to the Allottee or receipt of obtaining Occupation Certificate by the Promoters whichever is earlier, the Allottee brings to the notice of the Promoters any structural defect in the said Apartment or the building in which the said 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 Promoters at their own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act.
- 12.8 After receiving possession from the Promoters, any damage due to wear and tear of whatsoever nature is caused thereto (including the defects as mentioned



V NI

in Clause 12.7 above) the Promoters shall not be responsible for the cost of reinstating and/or repairing such damage caused by the Allottee and the Allottee alone shall be liable to rectify and reinstate the same at his own costs.

13 The Allottee shall use the said Apartment or any part thereof or permit the same to be used only for purpose of residence. He shall use the garage or parking space only for purpose of keeping or parking vehicle. The Allottee agrees not to change the user of the said Apartment without prior consent in writing of the Promoters and any unauthorised change of user by the Allottee shall render this As reement voidable at the option of the Promoters and the Allottee in that event hallout be entitled to any right arising out of this Agreement.

figure along with other allottee(s) of Apartments in the building shall join forming and registering the Society or Association or a Limited Company to wown by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Allottee, so as to enable the Promoters to register the common organisation of Allottees. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. The Promoters may become a member of the said Society or such proposed society or association / apex body / Federal bodies to the extent of all unsold and/or unallotted Apartments/units, areas and spaces in the Building(s).

- 15.1 The Promoters shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Promoters in the said structure of the Building in which the said Apartment is situated.
- 15.2 The Promoters shall, within three months of registration of the Society or Limited Company, as aforesaid, transfer to the Apex Body or to the joint ownership of the Societies of the Sale building, all the right, title and the interest of the Promoters in the common areas and facilities provided in the said property on which the said building or buildings with multiple wings are constructed.

Q-60 M/

32 × 83 > 12

15.3 Within 15 days after notice in writing is given by the Promoters to the Allottee that the said Apartment is ready for use and occupation, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the said Apartment) of outgoings in respect of the said property and Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges ripsurance. common lights, repairs and salaries of clerks bill collectors watering, sweepers and all other expenses necessary and incidental to the manage and maintenance of the said property and buildings. Until the society or Lim Company is formed and the said structure of the building of wing is transfer to it, the Allottee shall pay to the Promoters such propurponal outgoings as may be determined. The Allottee further Allottee's share is so determined the Allottee shall pay to the PE provisional monthly contribution of Rs. 8940.00/- per month and the outgoings. The amounts so paid by the Allottee to the Promoters shall not carry any interest and remain with the Promoters until an assignment of lease of the structure of the building or wing is executed in favour of the respective society. or a limited company as aforesaid. On such assignment of lease being executed, for the structure of the building or wing, the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Society or the Limited Company, as the case may be. The Promoters shall be liable to pay only the municipal taxes, at actuals, in respect of the unsold premises. Even after the Promoters developing the entire said Property, the Promoters shall continue to have a right to hold and/or dispose off the remaining unsold Premises in such manner as they think fit and the sale proceeds thereof shall belong absolutely to the Promoters and the Allottee of such remaining Premises shall be accepted as members of such Society/Association or limited Company. The Promoters in that case shall not be required to pay any transfer fees charges, premium and/or donation and/or compensation and/or cost in any form whatsoever to the Society/Association or limited Company or to the said Society, save and except the municipal taxes at the actual, membership fee. share money and entrance fee per member for such remaining unsold Premises. The Society/Association or limited Company shall be liable to grant such prospective purchaser/s or allottee/s its membership in accordance with its byelaws and also be liable to issue NOC in respect of such remaining unsold Premises as and when required by the said Bank for sale/disposing off in any manner of such of the remaining unsold Premises to the prospective allottee/s and/or assignee/s.

- 16.1 The Allottee shall pay the other charges mentioned hereunder to the Promoter account as per following:-:
 - i) Rs. 4,00,000/- for layout infrastructure development.
 - ii) Rs. 10,000/- for formation of society & plus
 - iii) Rs. 10,000/- legal charges.

Q-omal

~ ~

(Faxes on above as applicable)

The Promoter has informed to the Allottee about the above said charges and The Allottee shall not be entitled to raise quetions in respect of the said amount.

16.2 The Allottee shall also pay the following amount on or before possession of the said

i) Rs. **700.00**/- for share money, application entrance fee of the Society or Limited Company, towards share money.

ii) Rs. **107280.00**/- towards deposit for maintenance charges for a period of 12 months

Rev18,000/- Towards Parking maintenance charges for 12 Month.

(Taxes on above as applicable)

is further clarified that the list of charges mentioned hereinabove is only indicative and not exhaustive and the Allottee agrees to pay to the Promoters, such other charges/amounts or such increase in the abovementioned other saides amounts as the Promoters may indicate. The Allottee shall also be liable to pay before taking possession, the deposit for the payment of property taxes and water charges for the period of 12 months. The maintenance charges mentioned herein above is excluding the amount of property taxes and water charges. In the event of a shortfall between the amount deposited with the Promoters by the Allottee towards Property Tax and the demand raised by the authorities (Shortfall Amount), the Promoters shall inform the Allottees of such shortfall and the Allottees shall be liable to ensure that the same is paid to the Promoters within 15 days of receipt of intimation from the Promoters, failing which the Allottees shall be liable to pay interest as levied by the concerned authorities together with late payment charges amounting to 5 per cent of the shortfall amount or such part of the Shortfall Amount remaining unpaid. The Promoters shall not be responsible for any penalty/delay/action on account of such shortfall amount and the same shall entirely be to the account of the Allottees.

17 The Allottee shall pay to the Promoters a sum of Rs. 10000/-. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoters in connection with formation of the said Society, or Limited Company and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the Assignment of Lease.

Reamy

करल - ३ 9402 84 942

18 At the time of registration of Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoters, the Allottees share of stamp duty and registration charges payable, by such Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building/wing of the Building. At the time of registration of Lease of the said building/property, the Allottee shall pay to the Promoters, the Allottees' share of stamp duty and registration charges bayeble, by the respective Society/ies on such Lease or any document or instrument of transfer in respect of the common property, amenities and facilities upon the said property to be executed in favour of all the Societies/Apex Body formed/to be formed on the said property.

19 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

- a) The Promoters hereby represent and warrant to the Allottee as follows:
 - i. The title of the said property is clear and marketable as declared in the title report annexed to this agreement and the Promoters have requisite rights to carry out development upon the said property and also has actual, physical and legal possession of the said property for the development of the said Property.
 - ii. The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the said Property and shall obtain requisite approvals from time to time to complete the development of the said property;
 - iii. There are no encumbrances upon the said property or the Project except those disclosed in clause No.b (a.19) to (a.26) hereinbelow;
 - iv. There are no litigations pending before any Court of law with respect to the said property except those disclosed in clause No.b (a.27) to (a.28) hereinbelow;
 - v. All approvals, licenses and permits issued by the competent authorities with respect to the development of the said property and said building/wings are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, the said property and said building/wing shall be obtained by following due process of law and the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said property, Building and common areas;

vi The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

Ramid

1 1

42

vii. The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said property, including the Project, the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

viii. The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

ix. At the time of execution of the Lease Deed of the structure to the association of allottees, the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure jointly and proportionately to the Association of the Allottees or the Apex Body;

The Fromoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, devies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. 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 said property) has been received or served upon the Promoters in respect of the said property except those disclosed in the title report.

- b) The Promoters have informed to the Allottee and the Allottee is aware that as per the Scheme envisaged by the Promoters as follows:
- a) The Promoters shall/are develop/developing the said lands known as "RAUNAK CENTRUM".
- b) a.1) The Promoters are entitled to construct Five numbers of buildings having Common Three Levels of Basement. Promoters intend to construct three Rehab Buildings viz. Building Nos. C, D & E (as per SRA Building/Wing Nos. A, B & C respectively) comprising of Common Three Levels of Basement + Ground to 21st (P) upper residential floors and two Sale Buildings viz. Building No. B (as per SRA Building/Wing No D) being Commercial cum Residential building comprising of Common Three Level Basement + Ground + 1st Floor for commercial/Retails, 2nd Floor for Amenities + 3rd Floor to 30th upper floor for Residential and Building No.A (as per SRA Building/Wing No.E) comprising of

7

करल - ३ 9402 86 912

College structure Comprising of Common Three Level Basement + Ground to 6th upper Floor and interconnected building structure comprising Commercia cum Residential building comprising of Common Three Level Basement Ground + 1st Floor for commercial/Retails, 2nd Floor for Amenities + 3rd Floor to 30th upper floor for Residential on the said property. All the Three Level Basements shall be internally connected and common for aggregate five wings. Thereafter wings B (as per SRA Building/Wing No.D) and A (as per SRA Building/Wing No.E) shall be physically divided above ground level on the said property in phased manner by utilization of the full potential thereof sanctioned and/or may be sanctioned and/or to be amended from time to time by the SRA and/or the concerned authorities in accordance with/fine D.O. Regulations and applicable laws and such other laws, rules equipments may be in force at present and/or any time hereafter. However, the Proprintend to procure additional FSI by way of TDR or FSI that may be available. payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation of FSI of the adjoining property (as defined hereinafter) and/or other amalgamated property/ies or otherwise and utilize and consume the same upon the said property to construct Building Nos.C, D & E (as per SRA Building/Wing No.A, B and C respectively) upto 30 upper floors and Building Nos. B (as per SRA Building/Wing No.D)' and 'A' (as per SRA Building/Wing No. E) upto 50th upper floors in accordance with the revised sanctioned plan in respect thereof that may be sanctioned by the said Authority in accordance with the revised sanctioned plan in respect thereof that may be sanctioned by the said Authority;

a.2) the Promoter hereby represents that the Promoters propose to provide the facility Fitness Centre on the Second Floor of the said Building No.A (as per SRA Building/Wing No.E), which shall be constructed by the Promoters by utilizing and consuming 764.13 sq. mtrs. out of the permissible FSI of the said property as well as additional FSI purchased by the Promoters and equip the same with latest amenities, facilities and features and the same shall always be maintained, owned and managed by the Promoters who shall grant the enjoyment thereof, by providing membership to the owner of the said apartment for such Gym / Fitness Centre upon such terms and conditions as may be deemed fit and proper by the Promoters. It is further represented by the Promoters that the said R360 or any other Gym shall be maintained, owned and managed by the Promoters. As the owner of the said R360 or any other Gym / Fitness Centre, the Promoters shall be entitled to permit and admit other than the allottee/purchasers of the premises constructed in the said Raunak Centrum Project, who shall be interested to become the member of the said R360 or any other Gym and enjoy the facility and amenities provided therein subject to the rules and regulations formulated by the Promoters for the management thereof from time to time. The Allottee herein along with the other Allottees will not raise any kind of objection, hindrance and/or obstruction to the same and Allottee herein has granted his/her express and irrevocable consent for the same and agrees and assures the Promoters that such above covenant shall always

Pravid

fremain binding upon him/her. Furthermore, the Promoters hereby also represents that the aforementioned R360 or any other Gym / Fitness Centre being a private Gym / Fitness Centre, the facility, amenity and membership thereof extended by the Promoters to the Allottee of the said property is optional and the Allottee who does not wish to obtain or accept the same shall be free to decline such facility offered by the Promoters and in such an event of the Allottee declining the enjoyment of such additional facility and membership of R360 or any other Gym / Fitness Centre, covenants that he shall forgo the said facility forever and thenceforth not be entitled to enjoy the facilities and benefits thereof like the other members of R360 or any other Gym / Fitness centre nor shall he be entitled to raise any objections in respect thereof in any manner whatsoever.

A part from the aforenamed R360 or any other Gym / Fitness Centre, the Promoters assure to provide other allied infrastructural common amenities, facilities and such facilities and amenities will be used, utilized, availed and shared only by all the Allottees of all the buildings that shall be constructed on the said property in the manner stated herein.

- a.4) Each Apartment Allottee of the said building alongwith the Allottees of premises in other residential buildings only of Raunak Centrum Project as well as any other interested proposed member residing in any other buildings i.e. public in general, interested in becoming the member of the said R360 or any other Gym / Fitness Centre, shall have right to become the member thereof to use and enjoy the facility and amenities provided by the said R360 or any other Gym / Fitness Centre subject to the terms & conditions that may be imposed by the Promoters.
- a.5) The Allottee shall be entitled to enter into the R360 or any other Gym / Fitness Centre, however he shall only be entitled to use the facilities provided therein only upon paying the necessary charges that shall be fixed by the Promoters and/or the agency to be appointed for running the same Furthermore, the Promoters hereby also represents that the Garden more particularly shown by green colour wash on the plan annexed hereto and marked as Annexure 'C3' shall be provided for the benefit and enjoyment of the Allottees of the Building Nos. A (as per SRA Building/Wing No. E) & B (as per SRA Building/Wing No. D) only. The Promoters also providing Swimming floor in the Building 'E' for the exclusive use, benefit and enjoyment of the Allottees and occupants of the Sale Buildings only.
- a.6) The Promoters hereby represent that they shall provide single entrances and exit points from the nearest public road to the internal road/ driveways for Rehab Buildings i.e. the allottees of the Rehab Buildings shall be entitled to use



and enjoy the single south side access/internal road only for ingress and egress purpose by foot, vehicle and/or animal cart which is more particularly shown by brown coloured wash on the plan annexed hereto and marked as Annexure C3 and the allottees of the Sale Buildings shall be entitled to use and enjoy the common North side access/internal road for ingress purpose and separate South side access/internal road for egress purpose by foot, vehicle and/or animal cart from and to the extent which is more particularly shown by pink and purple coloured hatched lines respectively on the plan annexed hareto and

करल - ३

marked as Annexure 'C3'.

a.7) The development and construction of the said Building on the aid property is under the Regulation 33(10) of the Development Control Regulations of Greater Mumbai, 1991 and is part of the mixed used project control and retail a emises;

- a.8) The development of the said property and the construction of the Free Sale Building/s thereon shall happen in a phased manner which shall take substantial time for completion. In course of such development or otherwise the Promoters shall be entitled to amend the existing layout plans, building plans and/or floor plans (including increase/decrease of floor levels) as may be desired by the Promoters from time to time without the consent or concurrence of the Allotttee.
- a.9) The development of the said property is dynamic and the scope thereof could be substantially increased from time to time by the amalgamation, mixture and composition of land plates, FSI and various development schemes under the applicable laws. The Promoters shall be entitled to amalgamate the schemes in respect of the adjoin lands with the development scheme of the said property without requiring any consent from the Allotttee and/or the said Society;
- a.10) The Promoters have also obtained development rights in respect of the remaining said lands viz. plots of land bearing CTS Nos.126(pt), 126(2), 126/4(p), 126/6(p), 126/7(p) and 126/8(p) admeasuring 15710 sq. mtrs. of village Chembur, Taluka Kurla, District Mumbai and lying, being and situate at Off Eastern Express Highway, Chunabhatti, Mumbai, and more particularly described in the Third Schedule hereunder written hereinafter referred to as 'the said Adjoining property') which are adjoining the said property and the hutment dwellers whereof have joined together and decided to form a proposed cooperative housing society named 'Rahul Nagar No.2 Pipelines and Mahatma Phule Co-operative Housing Society Ltd.(proposed)' hereinafter referred to as 'the said adjoining Society'.

Soul

N M

To2 40 912

a.11) The Promoters have hereby represented to the Allotttee that the major portion of the said Adjoining Property has underground water pipelines passing through it. The Promoters are desirous of amalgamating the said Adjoining Property with the said property (hereinafter referred to as 'the said Larger Property') and develop both the properties i.e. the said Larger Property in phasewise manner i.e. to develop the said property in Phase I and the said Adjoining Property in phase II development of the said Project i.e. 'RAUNAK CENTRUM' or any other name the Promoters may deem fit. The Promoters desire to develop the said lands i.e. the said Larger Property as a single plot and to construct rehab buildings for the occupants of the said adjoining Society over a portion of the said Adjoining property more particularly shown on the tentatively revised plan annexed hereto and marked as Annexure 'C3'.

the Salt Adjoining Property by constructing buildings and structures for Rehab compenent as well as the Sale components upon the said Adjoining Property in a decommodate and rehabilitate all the occupants and slum dwellers of the said adjoining Society as well as sell the premises of sale buildings to the prospective purchasers and in the event of the FSI of the said Adjoining Property being remained unused/utilized, if any, upon the said Adjoining Property, the Proposers shall be absolutely entitled to utilize and consume such untilised and balance FSI of the said Adjoining Property upon the said property in order to construct the sale buildings upon the said property being building Nos.A (as per SRA Building/Wing No.E) and/or B (as per SRA Building/Wing No.C, D & E (as per SRA Building/Wing No.A, B and C respectively) upto 30 upper floors that shall be constructed upon the said property.

a.13) The Promoters hereby represent that upon amalgamating the said Adjoining Property with the said property, the term "SAID PROPERTY" shall mean and include the said property alongwith the said adjoining property and accordingly, the FSI of the said property shall also include the FSI of the said Adjoining Property and as such, the FSI of the said property shall mean and include the aggregate sum of both the amalgamated properties i.e. the said Larger property. Furthermore, in such an event of the amalgamation of the said property with the said adjoining property, the Promoters shall be entitled to rehab the slum dwellers of the said property and/or the said Adjoining Property upon any of the rehab buildings which shall be constructed on any portion of the said property/adjoining property i.e. the said Larger Property.

a.14) The Promoters have further represented to the Allotttee that upon the Promoters amalgamating the said adjoining Society with the said property, the Promoters shall be entitled to develop the said Larger property and construct structures and buildings thereon upon obtaining requisite permissions and



करल - ३ ७८७२ ४४ १९८२

sanctions and in accordance with the plan annexed hereto as Annexure 'C3' that shall be sanctioned by the said Authority and/or competent authority from time to time and shall also be entitled to grant right of way through the said property to the said adjoining property from west side internal road more particularly shown by dotted lines on the plan annexed hereto as Annexure "C3" and the Allotttee hereby agrees not to object or raise any claim in respect thereof

a.15) The Promoters shall, however be entitled to make any alterations or amendments in the said plans or specifications of the required to be made for the purpose of meeting any requisions requirement of the Concerned Authorities and/or at their sole ties.

a.16) The Promoters have represented to the Allotttee that the Promoter shall form a separate organization/society in respect of the Rehab Building ("said Society") and a separate organization/society in respect of the Sale Building ("said Distinct Society") constructed on the said Property. It is hereby further agreed and understood by the Allottee/s that in addition to the aforesaid, an Apex Body or society shall be formed which shall consist of appropriate representation from the members of the Rehab Society and members of the Free-Sale Society which Apex Body shall be responsible for monitoring, maintaining and regulating the usage of common areas and amenities of the said Project. The Promoters have further represented that the Allotttee alongwith other Allottees of the premises of the free sale building will, at the discretion of the Promoters, be admitted as member of the said Distinct Society'. The Promoters may execute separate Conveyances in respect of the plinth area of buildings in favour of such respective Society alongwith FSI consumed thereon and cause the Government or MCGM to grant Lease of the entire property or of the common facilities in favour of the Apex Body/Federation which would be formed by the said Society and Co-operative Housing Societies of all/respective Sale buildings to be constructed on the said entire property.

a.17) As the said/ Larger property is being developed as one property, in the event of Promoters causing the said MCGM to grant separate lease in favour of respective society of respective buildings, it will not be possible to sub-divide the said /Larger property, as such the Allottee shall not be entitled to ask for sub-division of the said/Larger property, as the case may be.

a.18) The Lease shall be caused to be executed by the Promoters only upon the completion of all the premises and development of the said/ Larger property and the Allottee shall not insist upon the Lease prior to the completion of the entire development of the said/ Larger property.

Q-orrus

a.19) The Promoters are entitled to utilise any additional FSI that may be available to them either by way of Transfer of Development Right (TDR) or increase in F.S.I. due to changes in Development Rules or under any Law, by constructing additional premises on the ground floor or additional floors on the building/s constructed by them or by constructing one or more separate building/s on the said/Larger property, as the case may be. The Promoters shall be entitled to use/consume the aforesaid additional F.S.I. till the execution of Lease in favour of the said Distinct/Apex Society.

a 20) The Promoters have informed the Allottee and the Allottee is aware that the comoters are constructing the said Project upon a portion of the said The said in the Layout Plan and identified as "RAUNAK CENTRUM". he romoters may in its/their sole discretion club the present SRA scheme with any other adjoining, adjacent schemes and/or sub-divide the said ropetty/and/or amalgamate the same and/or club any schemes with any ontiguous, adjoining or adjacent lands, properties and schemes as may be les ited and may acquire further parcels of land adjacent to the said Property read woulde/amalgamate/club the same as a part of the proposed development mending the layout from time to time and utilize the FSI/ development available from such additional parcels of land for construction/development of the buildings on the said Property as a part of the development. Further, in the event, the Promoters opt to amalgamate/club the adjoining properties/schemes with the said Property/present scheme, the Promoters shall be entitled to carry out the development of such amalgamated property in a phase wise manner wherein said Project shall be the first phase. The Promoters shall have the right to effect such alterations to the buildings in the Layout Plan, if and when found necessary, which alterations may involve all or any of the following changes, namely, change in the number of the units to be constructed or dimensions or height, elevation or contractors of the building or such other changes or variations due to any condition that may be imposed by planning authorities, as it may be necessary without intimating the Allottee/s in respect thereof. The Allottee/s hereby, expressly and unconditionally consent/s to all of the above changes/amendments / variations that may be effected by the Promoters in the course of the development of the said Property including the said Buildings, said Project and said Property, such consent of the Allottee/s shall be deemed to be his/her/their/its consent, contemplated by Section 14 of the RERA and such other applicable laws. PROVIDED that the Promoters agree to obtain separate consent of the Allotttee/s in respect of such variation, alteration or modification, if the same may adversely affects the said Apartment.

a.21) The Promoters have informed the Allottee and the Allottee is aware that in addition to Apartments to be constructed in the said Buildings, the Promoters will be entitled, if required by law or in terms of this Agreement, to construct

करल - ३ % अ अ १७८२ २०२५

further structures ancillary to the said Bulldings such as pump rooms meter rooms, underground tanks, sewerage treatment plant, watchman room, temporary transit camp for tenants, labour camps, substation for power supply company etc. on any portion of the said Property. In addition to the said ancillary structures, the service lines common to the said Building, other amenities and facilities which are common for the use of the said Building being/to be constructed on the said Property may be provided on the portion of the said Property over which the said Building is being constructed and for which the Promoter will not be required to take any further consent of the Allottee under this Agreement.

a.22) In pursuance of the said Sanction Letter dated 08/04/2015 and as a security for the repayment of an amount of Rs.25,00 40,000. Ruppes I wenty Five Crores only) along with interest and other monles that may be one due and payable to the ICICI Home Finance Company Limited therein are referred to as 'the said ICICI HFCI'), the Partners of the Promoters being one of the Borrower have executed an Indenture of Mortgage dated 24/04/2015 (hereinafter referred to as 'the said First Deed of Mortgage') in favour of the said ICICI HFCI and have created mortgage in respect of one of their properties more particularly described in the Second Schedule therein referred to as the mortgaged property (which do not include the said property) in order to raise funds for development of the said property, upon the terms and conditions contained therein. The said First Deed of Mortgage is registered with the office of Sub Registrar of Assurances at Kalyan under Serial No.3300/2015 on 27/04/2015;

a.23) In pursuance of the said Sanction Letter dated 14/06/2016 and as a security for the repayment of an amount of Rs.60,00,00,000/- (Rupees Sixty Crores only) along with interest and other monies that may become due and payable to the said ICICI Bank Ltd. (hereinafter referred to as 'the said Bank'), the Partner of the Promoters herein being Borrower Nos. I and II therein, on behalf of Promoters, have executed an Indenture of Mortgage dated 28/06/2016 (hereinafter referred to as 'the said Second Deed of Mortgage') in favour of the said Bank and have created mortgage in respect of the other properties of the Promoters more particularly described in the Sanctioned letter therein referred to as the mortgaged property (which do not include the said property) in order to raise funds for development of the said property upon the terms and conditions contained therein. The said Second Deed of Mortgage is registered with the office of Sub Registrar of Assurances at Mumbai under Serial No.7895/2016 on 27/07/2016:

a.24) In pursuance of the said Sanction Letter dated 14/06/2016 and as an additional security for the repayment of the loan availed under the said Second Mortgage along with interest and other monies that may become due and

Q-dmy

50 Total may be

करल - ३ 202 95 962 २०२५

payable to the said Bank, M/s. Raunak Corporation, being one of the sister concern of the Promoters, have executed a Supplemental Indenture of Mortgage for Additional Security dated 28/06/2016 (hereinafter referred to as 'the said Supplemental Deed') in favour of the said Bank and have created mortgage in respect of their property situated at Kalyan, District Thane more particularly described in the Schedule therein referred to as the mortgaged property in order to raise funds for development of the said property upon the terms and conditions contained therein. The said Supplemental Deed is registered with the office of the Sub Registrar of Assurances at Kalyan under Serial No.KLN-4/6421/2016 on 03/08/2016;

a.25) By First Deed of Reconveyance, the said ICICI HFCI has released, reassigned and reconveyed the properties mentioned in the First Schedule the entitle written in favour of the Partners of the Promoters in lieu of the full settlement of the term loan of Rs.25,00,00,000/- (Rupees Twenty Five Crores only) along with interest and other monies that became due and payable under the said First Mortgage Deed by the Promoters. The said First Deed of Reconveyance is duly registered with the office of Sub-Registrar of Assurances at Kalyan vide Sr.No.1256/2019

a.26) By a Deed of Reconveyance dated 14/12/2021 (hereinafter referred to as 'the said Second Deed of Reconveyance') executed by and between the said ICICI bank therein referred to as the Lender of the One Part and M/s. Shree Viraj Enterprises and M/s. Raunak Jigna Builders being Borrower Nos. I and II therein, on behalf of M/s. Raunak Jigna Associates being the AOP of the Second Part, the Lender therein granted, reassigned, reconveyed, released and discharged forever the claim unto the Borrower Nos.I & II therein in respect of the said mortgaged property more particularly described in the First Schedule thereunder written upon the terms and conditions contained therein. The said Second Deed of Reconveyance is duly registered with the office of Sub-Registrar of Assurances atKurla vide Sr.No.19383/2021 on 15/12/2021;

a.27) By a Deed of Reconveyance dated 14/12/2021 (hereinafter referred to as the 'said First Supplemental Deed of Reconveyance') executed by and between the said ICICI bank therein referred to as the Lender of the One Part and M/s. Raunak Corporation, therein referred to as the Mortgagor of the Second Part, the Lender therein granted, reassigned, retransferred, reassured and released and discharged forever the claim unto the Mortgagors therein in respect of the said mortgaged property more particularly described in the First Schedule thereunder written upon the terms and conditions contained therein. The said First Supplemental Deed of Reconveyance is duly registered with the office of Sub-Registrar of Assurances at Kalyan vide Sr.No.14131/2021 on 15/12/2021.;

Q som J

7

a.28) In pursuance of the said Sanction Letter dated 09/12/2021 and as a security for the repayment of an amount of Rs.160,00,00,000/- (Rupees One Hundred Sixty Crores only) equivalent to 1600.00 million along with interest and other monies that may become due and payable to the said ICICI Bank, M/s. Shree Viraj Enterprises and M/s. Raunak Jigna Builders being Borrower Nos. I and II therein, on behalf of and being the sister concerns of the Promoters, have executed an Indenture of Mortgage dated 14/12/2021 (hereinater referred to as the said Third Deed of Mortgage') in favour of the said ICICI Bank and have created mortgage in respect of the property more particularly described in the Sanctioned letter therein referred to as the mortgaged property in order to raise funds for development of the said property upon the terms and solditions contained therein. The said Third Deed of Mortgage is registered with the affice of Sub Registrar of Assurances at Kurla under Serial No. 1330/2021.

a.29) In pursuance of the said Sanction Letter dated 09/12/2021 and as an additional security for the repayment of the loan availed under the said Third Deed of Mortgage along with interest and other monies that may become due and payable to the said ICICI Bank, M/s. Raunak Corporation being one of the sister concern of the Promoters, have executed an Indenture of Mortgage dated 14/12/2021 (hereinafter referred to as 'the said Second Supplemental Deed') in favour of the said ICICI Bank and have created mortgage in respect of the property more particularly described in the Second Schedule therein referred to as the mortgaged property in order to raise funds for development of the said property upon the terms and conditions contained therein. The said Second Supplemental Deed is registered with the office of Sub Registrar of Assurances at Kalyan under Serial No.14132/2021 on 15/12/2021.

a.30) The Promoters have availed financial assistance by way of Term Loan Facility aggregating to Rs.192,00,00,000/- from the Kotak Mahindra Bank Ltd., 27,BKC,3rd floor , Plot No. C-27,, G Block , Bandra Kurla Complex, Mumbai, (hereinafter referred to as "the said Kotak Bank") upon the terms and conditions contained in the Sanction Letter dated 22/11/2024 of the said Kotak Bank.

a.31) In pursuance of the said Sanction Letter dated 22/11/2024, as a security for the repayment of the said amount along with interest and other monies that may become due and payable to the said Kotak Bank, the Promoters being Borrower have executed an Indenture of Mortgage dated 13/12/2024 (hereinafter referred to as 'the said Third Deed of Mortgage') in favour of the said Kotak Bank and have created mortgage in respect of the property more particularly described in the Schedule 2 therein referred to as the mortgaged property upon the terms and conditions contained therein.

a.32) The Promoters have repaid the entire loan of an amount of Rs.160,00,00,000/- (Rupees One Hundred Sixty Crores only) equivalent to





1600.00 million along with interest and other monies that may become due and payable to the said ICICI Bank in pursuance of the said Second Deed of Mortgage against which the said Bank has issued No Dues Certificate dated 26/12/2024. A copy whereof is annexed hereto & marked as Annexure 'G3-A'.

करल - 3

a.33) By a Deed of Reconveyance dated 08/01/2025 (hereinafter referred to as the 'said Second Deed of Reconveyance') executed by and between the said ICICI bank therein referred to as the Mortgagee of the One Part and the Promoters therein referred to as the Mortgagor of the Second Part, the Mortgagee therein granted, reassigned, reconveyed, released and discharged forever the claim unto the Mortgagor therein in respect of the said mortgaged property more particularly described in the Schedule thereunder written upon the terms and conditions contained therein. The said Second Deed of Reconveyance is duly registered with the office of Sub-Registrar of Assurances, Kurla vide Sr.No.441/2025;

By a Deed of Reconveyance dated 08/01/2025 (hereinafter referred to as the 'said Third Deed of Reconveyance') executed by and between the said ICICI pank herein referred to as the Mortgagee of the One Part and the Promoters therein referred to as the Mortgagor of the Second Part, the Mortgagee therein reassigned, reconveyed, released and discharged forever the claim unto the Mortgagor therein in respect of the said mortgaged property more particularly described in the Schedule thereunder written upon the terms and conditions contained therein. The said Third Deed of Reconveyance is duly registered with the office of Sub-Registrar of Assurances, Kalyan videSr.No.460/2025;

a.35) The Addl. Collector (Encroachment/Expulsion) and Competent Authority. Chembur, vide its order dated 13/05/2016, declared one Mrs. Sandhya Rapole (hereinafter referred to as 'the said Sandhya'), to be ineligible to the part or any portion of entitlement of the Protected Residential Premises and as such was ordered to vacate and surrender her alleged tenement over to the Promoters (hereinafter referred to as 'the said first Order'). Being aggrieved by the said impugned First Order, the said Sandhya filed an appeal before the Hon'ble Dy. Collector, Chembur, and requested the Hon'ble Dy. Collector to declare her as an eligible candidate and as such entitled to the aforesaid Protected Residential Premises and for cancellation of the said impugned first order. However, the said appeal was dismissed by the Hon'ble Dy. Collector vide its order dated 29/06/2016 (hereinafter referred to as 'the said Second Order'). Being aggrieved by the impugned said Second Order, the said Sandhya filed a Petition being Writ Petition No.1856/2016 before the Hon'ble High Court of Judicature at Bombay, Ordinary Original Civil Jurisdiction against the said impugned Second Order. The Hon'ble High Court, vide its order dated 12/07/2016, was pleased to set aside the said impugned Second Order and further directed the Respondents No.2 & 4 therein i.e. the Deputy Collector (Enc./Rem.) and the Promoters herein respectively, to make out panchanama and survey report and initiate further requisite proceedings in respect of the said tenement (hereinafter referred to as

the said Third Order'). In pursuance of the directions of the Hon ble High Court, survey was carried out and upon perusal of the Panchanama, survey report as well as investigation made, the Hon'ble Dy. Collector has wide its order dated 07/11/2016, rejected the request made by the said Sandhya to incorporate her as the tenant in respect of the said property (hereinafter referred to as 'the said Fourth order'). Being aggrieved by the impugned said Fourth Order, the said Sandhya filed an appeal bearing No.58/2017 before the Hon'ble Addl. Collector (ENC/REN) Eastern Suburbs, Churchgate. By order dated 10/04/2018, the Hon'ble Addl. Collector (ENC/REN) Eastern Suburbs, Churchgate distributed the Appeal bearing No.58/2017 (hereinafter referred to as the said Fifth Order. Being aggrieved by the impugned said Fifth Order, the said Sandhal file an appeal bearing No.132/2019 (hereinafter referred to as the said Sandhal file an appeal bearing No.132/2019 (hereinafter referred to as the said Fifth Order before the Hon'ble Grievance Redressal Committee, Muniber Suburb and Inst Appeal.

a.36) One Mrs. Leelavati Shilimkar (hereinafter referred to as the said Leelavati') made an application dated 31/12/2015 to the office of The Addl: Collector (Encroachment/Expulsion) and Competent Authority, Chembur, for considering her to be the tenant of the said property with respect to tenement No.486 which she allegedly had duly purchased from one of the eligible tenant, Smt. Vaishali Rajendra Sawant and as such requested to incorporate her name in lieu of the said Smt. Vaishali Rajendra Sawant in index II maintained by the said Addl. Collector in respect of the tenants of the said property. However, the said Addl. Collector, Chembur vide its said order dated 08/07/2016, dismissed her application for lack of jurisdiction to carry out the request made in the aforesaid application (hereinafter referred to as 'the said Sixth Order'). Being aggrieved by the impugned said Sixth Order, the said Leelavati, filed an appeal before Addl. Collector (Encroachment/Expulsion) Eastern Suburbs, Churchgate, being Slum Appeal No.217/2016 (hereinafter referred to as 'the said Second Appeal') against the said impugned Sixth Order with the prayer to incorporate her name as the eligible Tenant/as the Tenant eligible to the Protected Residential Premises in respect of her alleged tenement No.486 The Hon'ble Addl. Collector (Encroachment/Expulsion) Eastern Suburbs, Churchgate by its order dated 03/11/2017 partly allowed the said Second Appeal and cancel the order passed by Addl. Collector (Encroachment/Expulsion) and Competent Authority, Chembur and further directed the parties to approach Civil Courts get the ownership rights ascertained/obtain appropriate verdict pertaining to the Ownership rights of the said Leelavati.

a.37) While the Promoters would have given possession of one or two flats, the other flats will be under construction or yet to commence. The Allotttee/s who take possession of such flat shall not object to the construction activities going on in the adjoining area and shall take all necessary precautions of safety and security of their own, if they enter into the area of construction, where

Pramel

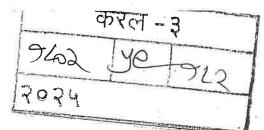
construction is going or and shall indemnify the Promoters as regards the same in respect of their safety and security. The Allotttee shall not raise any objection/s / nuisance on account of the construction activity of the remaining flat/s and shall ensure their own safety and the Promoters shall in no way be responsible for any loss, injury or damage caused to the Allotttee on account of such construction activity.

a.38) The Promoters have proposed to construct a Fitness Center, Society office, Dance and Music Room and Banquet Hall on 2nd floor of Building No.A as per SRA Building/Wing 'E'), the use whereof shall be granted by the Promoters to the flat Allotttee/s of the said Building No.A (as per SRA Building/Wing 'E') and their authorized guests and nominees and successors-intitle subject to payment of necessary fees, periodic subscription charges and usage charges as may be fixed by the Promoters and on such terms and conditions as the Promoters may deem fit and proper in its sole and absolute discretion. Further the Allotttee/s of the said Building A (as per SRA Building/Wing 'E')agree/s that he/she/they shall not misuse the area of the proposed Fitness Center, Society office, Dance and Music Room and Banquet Hall plany other purposes than using the same for proposed Fitness Center, Society office, Dance and Music Room and Banquet Hall, respectively and shall also ensure that the Society or any other organization to be formed by the A fortiers of Apartments of said Building D, as stated hereinabove, shall not manufactures the area earmarked in the approved plans for the proposed Fitness Thursday of ther, Society office, Dance and Music Room and Banquet Hall for any other purposes than using the same for Fitness Center, Society office, Dance and Music Room and Banquet Hall respectively.

a.39) The Car Parking Space has been agreed to be allotted by the Promoter to the Allotttee/s on the express understanding that it will be used only in relation to the Apartment and not independent thereof. The rules governing the use of the car parking spaces including the Car Parking Space in the Project shall be framed and administered by the Society or Common Organization or the Apex Society of the flat Allotttee/s in the Project. The car parking number in respect of the Car Parking Space shall be identified and intimated to the Allotttee/s at the time of handing over of possession of the Apartment to the Allotttee/s.

a.40) The Promoters have informed the Allotttee/s that there are several amenities which are proposed to be provided by the Promoters on the said Property. Some amenities have been divided between the various buildings within the common layout. The Allotttee/s will not insist upon access to amenities in the said Property other than the amenities expressly provided in this Agreement.

Berny

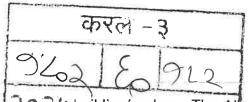


a.41) The Promoters have informed the Allotttee that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines. sewerage treatment plant and conveniences in the layout plan. The Promoters have further informed the Allotttee that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Allotttee alongwith other Allotttee of Apartments/premises in the Project and/or on the Project, and the Allotttee shall share such expenses and phases if aspect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the Allotttee of Apartments/populs significants the Project including the Allotttee herein and the proportion to be and b Allotttee shall be determined by the Promoters and the Allottee and the withxegard the the same regularly without raising any dispute or objection Neither the Allotttee nor any of the Allotttee of Apartments premise Project shall object to the Promoters laying through or under or over the land or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc. on any portion of the said Property for any of the other buildings/towers which are to be developed. and constructed by the Promoters.

- c) the Promoters are having a Total scheme of Development to be implemented The commencement construction. the layout plot. completion/possession etc of the buildings to be constructed on the said property will be spread over couple of years. The Allottee declares and confirms that he is aware that the building in which the said Apartment is located is an inter connected building alongwith the said buildings and premises to be developed by the Promoters have nothing to do with the ground area below the building and the FSI utilized in the building in which the said Apartment is located and the ground area is not in proportion to each other and the Allottee shall not be allowed to claim any further or other right to the area other than the said Apartment. The Promoters have reserved unto themselves right to consume total FSI available and also further FSI if any that may be granted or available by reason of any increase in FSI and/or any change in the DCPR from time to time till the Lease is executed in favour of all the societies of the project. The Allottee expressly consents to the same as long as the total area of the said Apartment is not reduced and the structure of the building is not changed.
- d) the Floor Space Index, by whatever name or form is increased (a) in respect of the said Property and/or additional construction (i.e. more than what is envisaged at present) is possible on the said Property or (b) either on account of Transfer of Development Rights &/or additional FSI by paying premium to the Corporation/Competent Authority (or in any other similar manner) available for being utilised or otherwise and/or if the Sanctioning Authorities permit the construction of additional wing/s or floors, then in such event, the Promoters shall be entitled to construct such additional wings/floors as per the revised







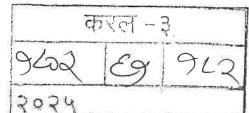
building/s plans. The Alfottee expressly consents to the same as long as the total area of the said Apartment is not reduced and the structure of the building is not changed.

- e) The Allottee has been informed and is aware that the buildable area has been sanctioned for the said Property as a single land on the basis of the available foor Space Index ("FSI") on the said Property and accordingly the Promoters intend to develop the said Property. The Promoters declare that as per the existing regulations and Agreements/Deeds, the FSI available to the Promoters in respect of the said Property is 85096.11 square meters and that no part of the ISI has been utilized by the Promoters elsewhere than in the overall development for any purpose. The Allottee acknowledges that the Promoters alone are nititled to utilize and deal with all the development potential of the said Property including the existing and future FSI and /or transferable development including the existing and future FSI and /or transferable sanctioned and shall be entitled to use any or all of such FSI and/or TDR for construction of buildings and development of facilities and/or amenities on any part of the said Property or elsewhere as may be permitted and in such manner as the Promoters deem fit. The Allottee hereby confirms and declares that he hall the spute the same or have any right to raise any objection in regard thereto for any reason whatsoever.
- f) The Promoters are entitled to utilise the present permissible FSI as well as beneficial FSI in accordance with the provisions of Unified DCR and any additional FSI that may be available to them either by way of Transfer of Development Right (TDR) or increase in F.S.I. due to changes in Development Rules or under any Law by constructing additional premises on the ground floor or additional floors on the building/s constructed by them or by constructing one or more separate building/s on the said property. The Promoters shall be entitled to use/consume the aforesaid additional F.S.I. till the registration of the Society or any form of organisation and execution of Conveyance in its favour;
- g) By virtue of the provisions of the said DCR as well as the aforementioned Undertaking dated 12/08/2021, the Promoters alone shall be liable to pay the entire Stamp Duty in respect of these presents to the concerned authority..

Aforesaid conditions are of the essence of the contract and only upon the Allottee agreeing to the said conditions, the Promoters have agreed to sell the said Apartment to the Allottee.



7



20 Notwithstanding to the contrary in this agreement, the allottees confirms, agrees and gives his/their express, full, free, irrevocable and unqualified consent for the following -

- a) to consume any FSI, including additional FSI available by any reason whatsoever by construction of additional floors building, wing, numbers of apartment of each floor or change in the configuration of the buildings. From each however if such change results in the change in the area of apartment configuration of such apartment sold/allotted herein ther the promoter span obtain the consent of the allottee/s.
- b) To relocate the refuge floors, amenities, podium floors, recreational floors, house/s, parking system. Provided such relocation shall not the apartment or configuration thereof which is allotted herein
- c) Change in the amenities provided in the apartment subject however such change shall not prejudicially affect the allottee.
- d) To amalgamate, subdivide etc. the adjoining plots of land
- e) To provide parking system in basement, parking tower, puzzle parking system, automated parking system etc. at the discretion of promoters. However, the parking allotted pursuant to such agreement shall always be allotted to the allottee on the terms and conditions agreed herein.
- f) To grant right of way to adjoining properties or any other person on the terms and conditions of the promoters may decide at its absolute discretion.
- g) To transfer such FSI or any benefit available on the said property to any other property on such consideration and terms as a promoters deem fit. Provided such transfer shift sale etc. shall not result in the deduction of the area of the apartment allotted herein.
- h) Change in constitution of the promoter firm whether by way of admission of any partner, retirement of any partner or change in their profit sharing ratio.
- i) Change in the promoter entity from firm to LLP / company / proprietorship etc.
- j) The construction of additional wings, floors, building may be in such a manner that the ground area for each building may or may not be proportionate to the FSI consumed in each such building.

Aforesaid conditions are of the essence of the contract and only upon the Allottee agreeing to the said conditions, the Promoters have agreed to sell the said Apartment to the Allottee.

Promis

21 The Allottee/s himself, themselves with an intention to bring in and bind all 2024 persons in whomsoever hands the said Apartment may come, doth hereby covenant with the Prompters as follows: -

करल - 3

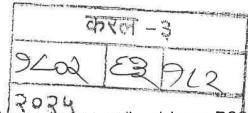
a) to maintain the said Apartment at the Allottee's own cost in good tenantable repairs and condition from the date the possession of the said Apartment is taken and shall not do or suffer to be done anything in or to the Building in which the said Apartment is situated which may be against the rules, regulations or bye-laws of concerned local authority or change/alter or make addition in or to the Building in which the said Apartment is situated or the said Apartment itself or any part thereof without the consent of the local authorities, if required.

brief to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the constitution of the Building or storing of which goods is objected by the concerned local or other authority and shall not carry or caused to be carried heavy packages whereby upper floors may be damaged or that is likely to dar age the staircase, common passage or any other structures of the Building in which the said Apartment is situated including the entrance thereof of the building in which the Said Apartment is situated. In case any damage is caused to the Building in which the Said Apartment is situated or the said Apartment on account of the negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- c) To carry out at his own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoters to the Allottee and shall not do or suffer to be done anything in or to the building in which the said Apartment is situated which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d) Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Apartment is situated and shall keep the portion, sewers, drains and pipes in the said Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Apartment is situated and shall not chisel or in

Rount

79



any other manner cause damage to columns, beams, walls, slabs or RC¢, Pardis or other structural members in the said Apartment without the prior writen permission of the Promoters and/or the Distinct Society or the Limited Company.

- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the building in which the said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f) Not to throw dirt, rubbish, rags, garbage or other refuse of penniture same to be thrown from the said Apartment in the compound or any portion. The said property and the building in which the said Apartment is situated.
- g) The Allottees shall ensure that the key common areas of the during viz. entrance lobby, passage, staircase, garden & paly area area to the highest standards with regular cleaning and maintenance.
- h) Not to put any claim in respect of the restricted amenities including open spaces, any space available for hoardings, gardens attached to other units or terraces and the same are retained by the Promoters as restricted amenities.
- i) Pay to the Promoters within fifteen days of demand made by the Promoters, their share of security deposit demanded by the concerned local authority or Government or giving water, electricity, or any other service connection to the building in which the said Apartment is situated.
- j) To bear and pay increase in local taxes, Water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- k) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the said Apartment until all the dues payable by the Allottee to the Promoters under this Agreement are fully paid up and prior written consent is obtained from the Promoters and/or the Society of the building in which the said Apartment is situated.



M. P.

करल - ३ १८०२ EX १८२ २०२। The Allottee shall observe a

The Allottee shall observe and perform all the rules and regulations which the said Distinct Society or the Limited Company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the 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 of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the said Distinct Society/Limited Company regarding the occupancy and use of the said Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

m) he Allottee agrees not to do or omit to do or cause to be done by any party know him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame in Building/Project/Larger Property or the Promoters or its representatives. In the event the Allottees does or omits to do any such act, named or ring then the Promoters shall, without prejudice to any other right or represents available in law, have the option to terminate this Agreement.

- n) Till a conveyance of the structure of the building in which said Apartment is situated is executed in favour of respective Society/Limited company, the Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- o) Till a conveyance of the said property on which the building in which said Apartment is situated is executed in favour of the Society or any other organisation that shall be formed of the structures that shall be constructed upon the said property, the Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Property or any part thereof to view and examine the state and condition thereof.
- p) If, the Allottee forcibly makes any additions / alterations or society permits any such additions / alterations to be done by Allottee, by which, the structural stability is affected or the quality of construction of the building is damaged, and/or the plumbing lines are choked due to poor workmanship of modification or furniture work done by the Allottee or their contractors and / or the area is encroached upon by the Allottee, such as: extension of window, covering dry





करल - ३ १८०३ हिं १८२ २०२५

balcony, breaking the void, converting to usable space, encroaching upon the common passage etc., and due to that, any penalty, delay in occupation certificate, or impact on FSI takes place, whereby its detrimental/affects other development project of the Promoters, due to which any financial loss and/or legal action is initiated against the Promoters then Promoters shall have all the right to claim / recover such financial loss and also to take appropriate legal action against the Allottee/respective Society and such Allottee/Society liable to make good those losses/damages occurred to the Promoters and in the common state of the promoters of

- q) If any damage is done in the common areas while bringing the strial by the Allottee for his premises then in that case, the Promoters small not be responsible or liable to repair or replace any broken material in the premises or rectify any defect in the premises or common areas.
- 22 The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 23 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 of the said Property and Building or any part thereof. The Allottee shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the said structure of the building is transferred to the respective Society/Limited Company or other body and until the Lease in respective of the proportionate portion of the said property is transferred in favour of the joint society or respective society formed thereupon as hereinbefore mentioned.

24 Foreign Exchange Management Act, 1999

It is abundantly made clear to all the Allottee/s who are Non-Resident / foreign nationals of Indian origin, that in respect of all remittances, acquisitions / transfer of the said Premises, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999

Zedraud

V M

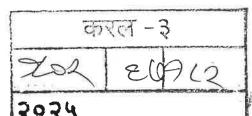
or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Allottee/s understands and agrees, that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/they /it alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto. The Promoters accept no responsibility in this regard and the Allottee agrees to indemnify and keep the Promoters indemnified and saved harmless at his/her own costs, from any loss or damage caused to it for any reason whatsoever.

The Allottee hereby declares, agrees and confirms that the monies paid/payable by In Allottee under this Agreement towards the said Apartment is not involved directly indirectly to any proceeds of the scheduled offence and is/are not esignes for the purpose of any intravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or from time to time. The Allottee further agrees and confirms that in case the Fromoters become aware and/or in case the Promoters are notified by the statutory authorities of any instance of violation of Money Laundering Regulations, then the Promoters shall, at their sole discretion be entitled to cancel/terminate this Agreement for Sale. Upon such termination the Allottee shall not have any right, title or interest in the said Apartment neither have any claim/demand against the Promoters, which the Allottee hereby unequivocally agrees and confirms. In the event of such cancellation/termination, the monies paid by the Allottee shall be refunded by the Promoters to the Allottee in accordance with the terms of this Agreement for Sale only after the Allottee furnishing to the Promoters a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee.

26 APPOINTMENT OF FACILITY MANAGEMENT COMPANY:

26.1 Notwithstanding the other provisions of this Agreement, the Promoters shall be entitled to nominate any person ("project management agency") to manage the operation and maintenance of the building, and the infrastructure on the said property, common amenities and facilities on the said property for a period of at least three years after the said property is developed (as determined by the Promoters). The Promoters shall have the authority and discretion to negotiate with such project management agency and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred in appointing and operating the project management agency shall be borne and paid by the occupants of the buildings that may be developed in the said property including the Allottee on a pro rata basis as part of the development and common infrastructure charges referred to herein.

Romin



- 26.2 In such event, the Allottee agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoters or the project management agency, including without limitation, payment of the Allottee's share of the service charges that may become payable with respect to the operation and maintenance of the common areas and facilities of the said property and common areas and facilities within the said property and buildings constructed thereon.
- 26.3 The Allottee further agrees and undertakes to be bound from the to time to and execute all papers, documents, deeds and/or other writings as leading the the sole discretion of the Promoters/ Facility Management. Confirms the purpose of framing rules for management of the Building and use of the Premises by the Allottee for ensuring safety and safeguarding the interest of the Promoters/Facility Management Company and other Allottees of premises in the Building and the Allottee also agrees and confirms not to raise any disputes/claims against the Promoters/Facility Management Company and other Allottees of premises in this regard.

27.1 PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoters execute this Agreement he shall not mortgage or create a charge on the said 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 Allottee who has taken or agreed to take such Apartment.

27.2 It is expressly agreed and undertaken by the Allottee that in case he desires to obtain/borrow a housing loan from any financial institution/Bank/Organization/ Employer by offering as security the said Flat allotted to him under these presents, the payment of such loan shall be made directly in the name of the Promoters. The repayment of such loans, interest and other charges on such loan shall be the sole responsibility of the Allottee availing such loan. However, on non-payment of such loan by the Allottee, the recourse available to the financial institution would be only to such flat/premises allotted to the Allottee and not to the land and buildings belonging to the Promoters/the Society/other flat purchasers, as the case may be. In the event of default by the Allottee in payment of any installment as per the terms of this agreement, The Promoter shall have the right to terminate this agreement without further notice or requirement of approval from the mortgagee bank. it is expressly agree that the rights of the mortgagee bank shall always be subject to and subservient to the rights of the Promoter under this agreement. furthermore, any amounts due to the Promoters pursuant to this agreement shall take precedence over any claims





२०२५

or rights of the mortgagee bank. On financial institution agreeing to the above, the Promoters shall be deemed to have granted its NOC to such Allottee to raise housing loan only on the aforesaid conditions and not otherwise. It is expressly agreed and undertaken by the Allottee that in case he desires to obtain/borrow housing loan from any financial institution/Bank/Organization/ Employer by offering as security the said Apartment allotted to him under these presents, the payment of such loan shall be made directly in the name of the Promoters through account payee cheque/demand draft/NEFT/RTGS favouring the Promoters or as may be intimated by the Promoters. The repayment of such loans, interest and other charges on such loan shall be the sole responsibility of the Allottee availing such loan. However, on non-payment of such loan by the Allottee, the recourse available to the financial institution would be only to such flat/premises allotted to the Allottee and not to the land and buildings belonging the Promoters/the Society, as the case may be. On financial institution agreeing to the above, the Promoters shall be deemed to have granted its NOC besuch Allottee by aise housing loan only on the aforesaid conditions and not btherwise

28 It is clearly understood and agreed by the Parties that -

- 28.1 The Promoters reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Project Property and any common rights of ways with the authority Allottee and/or grant such rights to the apartment(s)/flat(s)/premises/unit in the Building(s) being constructed on the Project Property (present and future) at all times and the right of access to the Project Property for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground tanks, substation of power supply company etc. situated on the Project Property and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the Project Property and if necessary to connect the drains, pipes, cables etc. under, over or along the Project Property appurtenant to each and every Building(s) to be constructed on the Project Property (including the Building) without in any way obstructing or causing nuisance to the ingress and egress of the Allottee/other occupants of apartment(s)/premises in Building(s) constructed on the Project Property till such time the Project association/the Property is handed over the respective society/condominium/limited company/Apex Body.
- 28.2 In the interest of the Allottee/s as per statutory requirement Centralized/individual Sewage Treatment Plant (STP) shall be operated and managed by the Promoters and/or an agency appointed by the Promoters



N

4 Se 912

/Proposed Society of the Allotee/s /Federation/Apex body of the Societies. The said STP will supply treated water to the building/s, on the Scheduled times, depending upon the availability of the said water. The usage of such treated water will be measured by water meter and the said agency/Promoters shall charge and claim the cost from individual Allottee/s, the organization of the Allottee/s per month as per the consumption and accordingly the Allottee/s / Organisation / Society of Allottee/s will mandatorily abide to pay those sharges when claimed, also that Allottee/s and as and when constative no sing Society shall be formed for a sale building or the Apex Body. Federation of all the Societies of the buildings to be constructed on the said property; the Allottee/s / Society /Organisation of Allottee/s / Apex Body needs to share proportionate operation and maintenance cost of the said StD irrespective of the case whether the treated water is used or not by the Allottee/s and the Society / Organisation of the Allottee/s and the Allottee/s and pay the said charges as and when demanded by the Promoter / Agency.

Necessary provisions for the above shall be made in the transfer documents to be Agreements for Sale/Deeds of transfer/Declaration to be executed in respect of the sale/transfer of apartment(s)/premises in the Building(s) to be constructed on the Project Property. The Allottee hereby expressly consents to the same.

29 BINDING EFFECT

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

30 ENTIRE AGREEMENT

This Agreement, alongwith its schedules and Annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter,

Parned

R/M

्र ए श्रिक्ट के प्रति के प्रत

31 RIGHT TO AMEND

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

32 PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENTALLOTTEES

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

33 SEVERABILITY

If any provision of this Agreement shall be determined to be void or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as it may be reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement. If any such prohibition or unenforceability substantially affects or alters the residential terms and conditions of this Agreement, the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same terms, covenants and conditions as were there in this Agreement prior to such prohibition or unenforceability.

34 METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

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

35 FURTHER ASSURANCES

Pedray

4

2024 109 PL2

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

The Allottee hereby further agrees and covenants with the Fromoters of signand execute all papers and documents in favour of the Promoters of one wise as may be necessary for the purpose of enabling the Promoters to construct the said towers/buildings in accordance with the plans relating thereto such one plans with such additions and alterations as Promoters may in their sole discretion deem fit and proper and/ or for the purpose of applying for or obtaining the approval or sanction of the SRA/MCGM or any other appropriate authorities in that behalf as well as for the construction of such towers/building in the said Property upon or after the grant of such approval or sanction relating thereto provided the size and location of the said Unit agreed to be purchased by the Allottee/s is/are not in any manner adversely affected. The Allottee agrees that the said consent is irrevocable.

36 The Promoter shall be entitled to construct site offices/ sales lounge in the said.

Property and shall have the right to access the same at any time without any restriction whatsoever until the entire said Property is developed.

37 PLACE OF EXECUTION

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

38 The Allottee and/or Promoters shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.

39 ALLOTTTEE/S ALSO AN INVESTOR

The Allotttee/s is/are also Investor/s (or person) within the meaning of Article 5 (g-a) (ii) of Schedule I of the Maharashtra Stamp Act 1958 and the subsequent

Regional

M.

करल - ३

Allottee/s under a subsequent sale shall within a period of one year from the date of this Agreement be entitled for adjustment of duty if any paid on this Agreement. Provided that this clause shall automatically lapse if no such transfer as above is made within the said period of one year. Further provided that in the event of any change in the provisions of law in this respect, this clause shall stand amended mutatis mutandis.

40 That all notices to be served on the Allottee and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoters by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Mrs. Manjul Awasthi & Mr. Pramul Kant House No 160, Mewla Maharajpur, Sector 45, NHPC Colony, Haryana Faridabad 121010, India

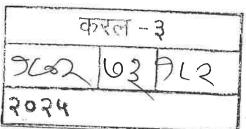
Notified Email ID: manjulawasthi7@gmail.com

Me RAUNAK JIGNA ASSOCIATES Plot No.1, Mohan Mill Compound, 1st floor, Godbunder Road, Thane (W) 400 607 Notified Email ID: crm@raunakgroup.com

- 41 It shall be the duty of the Allottee and the Promoters 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 Promoters or the Allottee, as the case may be.
- 42 The terms and conditions of this Agreement shall be binding on all transferees / assignees, from time to time, of the Premises and shall be enforceable against all such transferees /assignees.
- 43 The Promoters shall have the right to designate any space in the said property to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the buildings that may be developed on the said property. The Promoters shall also be entitled to designate any space in the said property to such utility provider either on leave and license or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the said property and the buildings constructed thereon.

Roamul

7



44 JOINT ALLOTTEES

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

45 Stamp Duty and Registration:- The charges towards stamp by the promoters, However the Registration charges of this borne by the Allottees.

46 Dispute Resolution:- Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the RERA as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

47. GOVERNING LAW

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

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

THE FIRST SCHEDULE ABOVE REFERRED TO: (The said Original Property)

ALL THOSE pieces or parcels of land bearing CTS Nos.126(pt), 126/4(p), 126/6(p), 126/7(p) and 126/8(p) totally admeasuring 16616.00 sq. mtrs. lying, being and situate at village Chembur, Off Eastern Express Highway, Chunabhatti, Taluka Kurla, District Mumbai and within the local limits of Brihan Mumbai Municipal Corporation.

Qramid

SIGNED SEALED AND DELIVERED By the within named PROMOTERS

Shri Rajan N. Bandelkar through its Constituted Attorney Mr. Raunak R. Bandelkar करल २०२५

M/S. RAUNAK JIGNA ASSOCIATES

through its Authorised Signatory

in the presence of....

1. SANTOSH T. RAUT

_- S/Ld

2. DINESH B. SHELAVLE

SIGNED AND DELIVERED by the) within named ALLOTTTEE)

1. Mrs. Manjul Awasthi)



2. Mr. Pramul Kant)

in the presence of...

1. SANTOSH T. RAUT









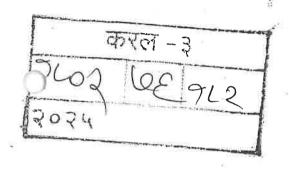


करल - ३ १८०० ५५ १८२ २०२५



SCHEDULE 'A'

ALL THAT PREMISES being flat bearing No 2211 having Carpet Area of 55.37 square meters equivalent to 596.00 square feet and the Exclusive Areas admeasuring NIL square meters equivalent to NIL square feet on the 22 floor of the building No. A (as per SRA Building/Wing 'E') of RAUNAK CENTRUM complex that shall be constructed upon the said property more particularly described in the second Schedule hereinabove written.





MAN

Proposition

.. 2 .

- b) There exists a cluster of hutments on the said lands which are declared as 'Censused Slum' and are deemed to have been declared as 'slum' under the provisions of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971.
- c) Recognizing the need for redevelopment of the said structures, the occupants of the slum structures situated on plots of land bearing CTS Nos.126 (P), then admeasuring 16,616 sq. mtrs. (hereinafter referred to as 'the said Property') out of the said lands joined together and decided to form a proposed co-operative housing society named 'Rahul Nagar No.2 Co-operative Housing Society named 'Rahul Nagar No.2 Co-operative Housing Society'.

There are 691 members of the said Society occupying an area of about 16616.00 Sq. Mtrs.

in parsuance of Resolution dated 21/09/2006, vide Development Agreement dated 17/11/2006, the said Society granted twelopment rights in respect of the said Original Property in favour of M/s. Jigna Builders (hereinafter referred to as 'the said Jigna') upon the terms and conditions therein mentioned (hereinafter referred to as 'the said First Development Agreement') and also executed an even dated Power of Attorney in favour of the said Jigna in pursuance of the said First Development Agreement (hereinafter referred to as 'the said First POA').

- f) It appears that the said Jigna being always desirous of developing the said Original Property in joint venture with M/s. Shree Viraj Enterprises (hereinafter referred to as 'the said Shree Viraj') and therefore the said Jigna and the said Shree Viraj resolved to form a joint venture firm under the name and style of "M/s. Raunak Jigna Associates" i.e. the said Joint Venture Firm.
- g) In consideration of the request made by the said Jigna, the said Society passed resolution dated 15/11/2009 and executed Development Agreement dated 04/12/2009 thereby granting development rights in respect of the said Original Property in favour of the said Joint Venture Firm upon the terms and conditions therein mentioned (hereinafter referred to as 'the said Second Development Agreement') and also executed an even dated Power of Attorney in pursuance of the said Second Development Agreement (hereinafter referred to as 'the said Second POA').

The said Jigna entered into a Joint Venture Agreement date? 14/12/2009 with M/s. Shree Viraj Enterprises and formed a Joint Venture Firm known as M/s. Raunak Jigna Associates i.e. the said Joint Venture Firm in order to carry out the development of the said Original Property alongwith other properties upon the terms and conditions therein mentioned. However, before the execution of hereinabove recited documents and writings, in pursuance of the correspondence / application made by varied Officers, Authorities and the Secretary of the said Society, the TILR department carried out demarcation of the said Original Property and prepared a revised plan in respect thereof. As per the said revised plan, the said Original Property and its adjoining property came to be renumbered and as such the said Original Property came to be renumbered as 126(P) and 126/6(P) (which is as botanical garden in the name of the Municipal Corporate Greater Mumbai) and the area of the said Original Property to be reduced to 12,107.17 sq. mtrs. Moreover, from the berusa the document and information sought, it appears that the s Society as well as the said Joint Venture Firm became all the fact referred to in this clause much later and therefore fact/the altered description of the said property remained incorporated in the aforementioned agreements as well as an layout map submitted to the Corporation for approval/sanction. The area of the said Original Property came to be further revised to admeasuring 12,420.20 Sq. meters in accordance with the revised LOI bearing No.SRA/ENG/2313/L/STGL/LOI dated 22/08/2019 and the same is described in the First Schedule hereunder written (hereinafter referred to as 'the said Property')

i) The Slum Rehabilitation Authority (hereinafter referred to as 'the said Authority') has granted its LOI bearing No.SRA/ENG/2313/L/STGL/LOI dated 29/03/2011 r/w Revised LOI bearing No. SRA/ENG/2313/L/STGL/LOI dated 24/07/2012 r/w Revised LOI bearing No. SRA/ENG/2313/L/STGL/LOI dated 22/08/2019 in favour of the said Joint Venture Firm for the redevelopment of the said property under the provisions of D.C. Regulation No.33 (10) read with Appendix IV under Slum Rehabilitation Scheme upon the terms and conditions therein mentioned. While granting LOI in respect of the said property, the Authority considered and granted permission/approval in respect of the following reservation and area thereof:

Reservation	C.T.S. No.	Area (in sq. mtrs.)
College	126 (P)	419.60
Express Highway		107.69
D.P. Road	126 (P)	1519.79
P.G.	126 (P)	160.58
Botanical Garden	126/6 (P)	340
	Total	2547.66

...4

कर्ल = 3

A portion of the land bearing CTS No.126(P) out of the said property is reserved for College, another part is reserved for 18.3 mtrs. wide proposed D.P. Road and for Garden in accordance with the Development Plan.

k) The members of the said Society applied for and got the said Society registered under the name and style of "RAHUL NAGAR No.2 SRA CO-OPERATIVE HOUSING SOCIETY LTD." under registration No.M.U.M./S.R.A./H.S.G./(T.C.) /12042/YR. 2011 on 22/06/2011, having registered address at CTS No.126(P), 126/6 of Village Chembur, Tal. Kurla, Eastern Express Highway, Sion-Chunabhatti, Mumbai – 400 022.

The said Joint Venture Firm applied to the Authority for: a) elecation of small triangular part of the land reserved for garden from its original location to new location adjacent to a larger part of the reserved piqt of garden within the said property for proper and optimum utilization of the said property for implementation of the scheme and by consequently the aforesaid necessitated the ealignment of 18.30 mtrs. D.P. Road outside the slum boundary is the said property. The approval for the same has been granted by the Authority vide its order dated 07/03/2012 upon the terms and conditions therein mentioned.

- m) The Executive Engineer-I, Slum Rehabilitation Authority (hereinafter referred to as 'the said Executive Engineer'), has granted its IOA bearing No. SRA/ENG/2655/L/STGL/AP dated 02/01/2012 r/w revised IOA bearing No.SRA/ENG/2655/L/STGL/AP dated 11/06/2018 r/w revised IOA bearing No.SRA/ENG/2655/L/STGL/AP dated 30/08/2019 in favour of the said Joint Venture Firm for constructing composite Building upon the said property upon the terms and conditions therein mentioned.
- n) The said Joint Venture Firm has obtained NOC from the Environment Department, Mantralaya Annex, Mumbai, vide its correspondence bearing No. SEAC-2014/CR-08/TC-1 dated 04/09/2014 in respect of the development of the said property upon the terms and conditions therein mentioned.
- o) The said Authority has vide its V.P./permission No. SRA/ENG/2655/L/STGL/AP dated 12/06/2015 granted Commencement Certificate in favour of the said Joint Venture Firm in respect of the development of the said property upon the terms and conditions therein mentioned.

p) In pursuance of the Resolution dated 13/05/2012, the said Society, the said Jigna and the said Joint Venture Firm executed a Deed of Rectification cum Supplementary cum Confirmation dated 16/07/2015 upon the terms and conditions therein mentioned. The Society also executed Power of Attorney of even date in favour of the persons nominated by the said Joint Venture Firm.

- 3. The Regional Executive Director (W.R.), Airports Authority of India has, vide correspondence bearing No. BT-1/NOC/CS/MUM/12/ NOCAS/022/824/256-59 dated 29/04/2014 revised NOC bearing No. AAI/RHQ/WR/DoAS/REV:/NOCAS
- 4. Subsequently, the said Joint Venture Firm revised in respect of the said property and submitted the same to the Authority for its approval and sanction. The said Authority has, vide V.P./permission No. SRA/ENG/2655/L/STGL/AP dated: 22/12/2016 sanctioned the revised plans in respect of the said property upon the terms and conditions therein mentioned.
- 5. The said Authority has also, vide V.P./permission No. SRA/ENG/2655/STGL/AP dated 26/12/2016 granted revised Commencement Certificate in favour of the said Joint Venture Firm.
- 6. The said Joint Venture Firm has further revised the plans in respect of the said property and submitted the same to the said Authority for its approval and sanction. The said Authority has, vide V.P./permission No. SRA/ENG/2655/L/STGL/AP dated 19/01/2021 sanctioned the revised plans in respect of the said property upon the terms and conditions therein mentioned.
- 7. The said Authority has also, vide V.P./permission No. SRA/ENG/2655/STGL/AP dated 28/01/2021 granted revised Commencement Certificate in favour of the said Joint Venture Firm.
- 8. The said Joint Venture Firm has also obtained development rights in respect of the remaining said lands viz. plots of land bearing CTS Nos. 126(pt), 126(2), 126/4(p), 126/6(p), 126/7(p) and 126/8(p) admeasuring 15710 Sq. meters of village Chembur, W

करल -३ ১८०३ /८२/9८२ २०२५

Taluka Kurla, District Mumbai and lying, being and situate at Off Eastern Express Highway, Chunabhatti, Mumbai and more particularly described in the Second Schedule hereunder written (hereinafter referred to as 'the said Adjoining property'), which are adjoining the said property and the hutment dwellers whereof have joined together and decided to form a proposed co-operative housing society named 'Rahul Nagar No.2 Pipelines and Mahatma Phule Co-operative, Housing Society Ltd. (proposed)' hereinafter referred to as 'the said adjoining Society'.

9. In pursuance of the said Sanction Letter dated 08/04/2015 and as a security for the repayment of an amount of Rs.25.00.00,000/- (Rupees Twenty Five Crores only) along with later and other monies that may become due and payable to the Henry Thance Company Limited (hereinafter referred to as the said IO(CI+HFCI'), the Partners of the said Joint Venture Firm being one of the Borrower have executed an Indenture of Mortgage dated 24/04/2615 (hereinafter referred to as 'the said First Deed of Mortgage') is layour of the said ICICI HFCI and have created mortgage in despect of one of their properties more particularly described in the Second Schedule therein referred to as the mortgaged property (which do not include the said property) in order to raise funds for development of the said property, upon the terms and conditions contained therein. The said First Deed of Mortgage is registered with the office of Sub Registrar of Assurances at Kalyan under Serial No.3300/2015 on 27/04/2015;

In pursuance of the said Sanction Letter dated 14/06/2016 10. as a security for the repayment of an amount of Rs.60,00,00,000/- (Rupees Sixty Crores only) along with interest and other monies that may become due and payable to the said ICICI Bank Ltd. (hereinafter referred to as 'the said Bank'), the Partner of the said Joint Venture Firm being Borrower Nos. I and II therein, on behalf of said Joint Venture Firm, have executed an Indenture of Mortgage dated 28/06/2016 (hereinafter referred to as 'the said Second Deed of Mortgage') in favour of the said Bank and have created mortgage in respect of other properties of the said Joint Venture Firm more particularly described in the Sanctioned letter therein referred to as the mortgaged property (which do not include the said property) in order to raise funds for development of the said property upon the terms and conditions contained therein. The said Second Deed of Mortgage is registered with the office of Sub Registrar of Assurances at Mumbai under Serial No.7895/2016 on 27/07/2016. As per the

terms of the said Second Deed of Mortgage, the said Joint Venture Firm is under the obligation: (i) to obtain NOC of the said Bank prior to entering into agreements with prospective buyers for sale of units in the said project, that shall be constructed upon the said property; (ii) to incorporate condition in Project sale agreements with customers/prospective purchasers that the booking money/payments need to be made in favour of the escrow account maintained by the said Joint Venture Firm with the said Bank.

- 11. In pursuance of the said Sanction Letter dated 14/06/2016 and as an additional security for the repayment of the loan availed under the said Second Deed of Mortgage along with interest and other monies that may become due and payable to the said Lank M/s. Raunak Corporation, being one of the sister concern of the said Joint Venture Firm, have executed a Supplemental Indepture of Mortgage for Additional Security dated 28/06/2016 (her mafter referred to as 'the said Supplemental Deed') in favour of the said Bank and have created mortgage in respect of their, profit is stuated at Kalyan, District Thane more particularly described the Schedule therein referred to as the mortgaged property in order to raise funds for development of the said property upon the terms and conditions contained therein. The said Supplemental Deed is registered with the office of the Sub Registrar of Assurances at Kalyan under Serial No.KLN-4/6421/2016 on 03/08/2016;
- 12. By Deed of Re-conveyance dated 30/01/2019, the said ICICI HFCI has released, reassigned and re-conveyed the properties mentioned in the First Schedule thereunder written in favour of the Partners of the said Joint Venture Firm in lieu of the full settlement of the term loan of Rs.25,00,00,000/- (Rupees Twenty Five Crores only) along with interest and other monies that became due and payable under the said First Mortgage Deed by the said Joint Venture Firm.
- 13. The said Joint Venture Firm has registered the said project under the name and style of 'RAUNAK CENTRUM with the Maharashtra Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act/RERA") with Real Estate Regulatory Authority under Sr. No.P5180006705.
- 14. The Partners of the said Joint Venture Firm have represented that following litigations are pending in respect of the said property:

The Addl Collector (Encroachment/Expulsion) Competent Authority, Chembur, vide its order dated 13/05/2016, declared one Mrs. Sandhya Rapole (hereinafter referred to as 'the said Sandhya), to be ineligible to the part or any portion of entitlement of the Protected Residential Premises and as such was ordered to vacate and surrender her alleged tenement over to the said Joint Venture Firm (hereinafter referred to as 'the said first Order). Being aggrieved by the said impugned First Order, the said Sandhya filed an appeal before the Hon'ble Dy. Chembur, and requested the Hon'ble Dy. Collector to declare her as an eligible candidate and as such entitled to the aforesaid Protected Residential Premises and for cancellation of the said impugned first order. However, the said appeal was dismissed by the Hen'ble Dy. Collector vide its order dated 29/06/2016 (hereinafter referred to as 'the said Second Order'). Being aggrieved by the impugned said Second Order, the said Sandhya filed a Petition being Writ Petition No.1856/2016 before the Hon'ble High Judicature at Bombay, Ordinary Original Civil against the said impugned Second Order. The Hon'ble High Court, vide its order dated 12/07/2016, was pleased to set asside the said impugned Second Order and further directed the Respondents No.2 & 4 therein i.e. the Deputy Collector Enc. Rend and the said Joint Venture Firm respectively, to make your pancharama and survey report and initiate further requisite proceedings in respect of the said tenement (hereinafter referred to as the said Third Order). In pursuance of the directions of the Hon'ble High Court, survey was carried out and upon perusal of the Panchanama, survey report as well as investigation made, the Hon'ble Dy. Collector, has vide its order dated 07/11/2016, rejected the request made by the said Sandhya to incorporate her as the tenant in respect of the said property (hereinafter referred to as 'the said Fourth order'). Being aggrieved by the impugned said Fourth Order, the said Sandhya filed an appeal bearing No.58/2017 before the Hon'ble Addl. Collector (ENC/REN) Eastern Suburbs, Churchgate. By order dated 16/04/2018, the Hon'ble Collector (ENC/REN) Eastern Suburbs, Churchgate, dismissed the Appeal bearing No.58/2017 (hereinafter referred to as 'the said Fifth Order'). Being aggrieved by the impugned said Fifth Order, the said Sandhya filed an appeal bearing No.132/2019 (hereinafter referred to as 'the said First Appeal') before the Hon'ble Grievance Redressal Committee, Mumbai Suburb and the same is pending. However, no adverse order has been passed in the said

b. One Mrs. Leelavati Shilimkar (hereinafter referred to as 'the said Leelavati') made an application dated 31/12/2015 to the office of The Addl. Collector (Encroachment/Expulsion) and Competent Authority, Chembur, for considering her to be the tenant of the

said property with respect to tenement Nd.486 which she allegedly had duly purchased from one of the eligible tenant, Smt. Vaishali Rajendra Sawant and as such requested to mcorporate her name in lieu of the said Smt. Vaishali Rajendra Sawant in index II maintained by the said Addl. Collector in respect of the tenants of the said property. However, the said Addl. Collector, Chembur vide its said order dated 08/07/2016, - dismissed her application for lack of jurisdiction to carry out the request made in the aforesaid application (hereinafter referred to as 'the said Sixth Order'). Being aggrieved by the impugned said Sixth Order, the said Leelavati, filed an appeal before Addl. Collector (Encroachment/Expulsion) Eastern Suburbs, Churchgate, Slum Appeal No.217/2016 (hereinafter referred to as 'the said Second Appeal') against the said impugned Sixth Order with the prayer to incorporate name as the eligible Tenant/as the Tenant eligible to the Prefected Residential Premises in respect of her alleged tenement No. The Hon'ble Addl. Collector (Encroachment/Expulsion) Eastern Suburbs, Churchgate, by its order dated 03/11/2017 allowed the said Second Appeal and cancel the order passes Collector (Encroachment/Expulsion) and Authority, Chembur and further directed the parties to app Civil Courts get the ownership rights ascertained/obtain appropriate verdict pertaining to the Ownership rights of the said Leelavati.

- 15. We had issued the Title Certificate dated 06.12.2013. We have caused searches to be taken of the said property in relevant Sub Registry, the records of the Sub Registrar, we have collected the relevant information and perused the documents made available.
- 16. We hereby certify that under the circumstances as recited hereinabove and subject to (i) the said Joint Venture Firm complying with the terms and conditions of Revised LOI, the Commencement Certificate as well as all the permission and NOC as aforementioned issued to them, (ii) the outcome of the said First Appeal (iii) the terms and conditions of the Development Agreements as well as the said Second Deed of Mortgage, r/w the said Supplemental Deed mentioned hereinabove and (iv) what has been stated hereinabove, the said Joint Venture Firm has the right as such absolutely entitled to develop the said property in accordance with the sanctioned plans from time to time. Under clause No.6 & 7 of the said First Development Agreement and the said Second Development Agreement respectively, the said Joint Venture Firm has the right to sell/allot/lease the Premises flats, shops, offices, or any other tenements proposed to be constructed

in the Free Sale Buildings along with parking spaces, as per terms and conditions of the said Development Agreements. Similarly the said Joint Venture Firm is absolutely entitled to grant Right of Way to the occupants and allottees of the premises of the said Adjoining property upon the said Joint Venture Firm carrying out and completing the development of the said Adjoining Property by amalgamating the same with the said property and carrying out development in accordance with the sanctioned plans in respect thereof from time to time.

THE FIRST SCHEDULE ABOVE REFERRED TO (The said Property)

ALL THOSE pieces or parcels of land bearing CTS Nos.126(pt), 126/6(p), totally admeasuring 12420.20 sq. mtrs. lying, being and situate at village Chembur, Off Eastern Express Highway, Chunabhatti, Taluka Kurla, District Mumbai and within the local limits of Brihan Mumbai Municipal Corporation having the following boundary:

On or towards the East:

M.C.G.M. Botanic Garden;

On or towards the West:

Vasant Dada Patil Engg. College.

towards the North:

Eastern Express Highway

medwards the South:

Pipe Line, Mahatma Phule Society

THE SECOND SCHEDULE ABOVE REFERRED TO (The said Adjoining Property)

Refine 25 pieces and parcels of land bearing CTS No. 126 Pt. 126/4 (P), 126/6 (P), 126/7 (P) and 126/8 (P) admeasuring 15710 Sq. meters lying, being and situate at Village Chembur, off. Eastern Express Highway, Chunabhatti, Taluka Kurla, District Mumbai and within the local limits of Brihan Mumbai Municipal Corporation and lying adjacent to the said property more particularly described in the First Schedule hereinabove written.

Mumbai, dated this 29 day of February, 2021

For NAVEEN JOSHI LEGAL, Advocates High Court,

NAVEEN JOSHI, ()(1)
Advocate High Court

MAH/1156/1981

M.A, LL.B., Advocate High Court (Code I 8679)

Deepak R. Salunkhe

B.Com. (Hons.) LL.B., Advocate High Court

S. D. Salunkhe

BSL. LL.B., Advocate High Court NJL/TC/Rahul Nagar

Ref. No.: NJL/

ADVOCATES HIGH COURT

940 Rate: 419/09/2022

TITLE CERTIFICATE

Re: Plot bearing C.T.S. No. 126 (P), 126/6, Village Chembur Taluka Kurla, Mumbai UpnagarZilha at Eastern Express Highway, Sion-Chunabbatt Mumbai 400 022, locality known as Rahul Ngar

We have, at the request of M/S. RAUNAK JIGNA ASSCCIALES, Joint Venture of M/S. JIGNA BUILDERS and M/S. SHRILL V.RAENTERPRISES, (both being a registered partnership firm) have office at Plot No.1, First Floor, Mohan Mill Compound, Ghodbunde Thane (W) — 400 607 (hereinafter referred to as the said Joint Venture Firm'), investigated the title of State Government of Maharashtra as well as the said Joint Venture Firm's right to develop the property more particularly described in the Schedule hereunder written thereinafter referred to as 'the said property').

- 1. We have issued the Title Certificates dated 06/12/2013 & 09/02/2021 (hereinafter collectively referred to as 'the said Title Certificates') in respect of the said property.
- 2. We have perused the documents of title in respect of the property more particularly described in the Schedule hereunder written, and have also caused search to be taken for the period of 2 years i.e. from 2021 to 2022 and upon perusal thereof it appears that subsequent to the issuance of the said Title Certificates, following events have occurred:
- a) The said Joint Venture Firm have, vide its correspondence bearing r/w correspondence bearing No. SIA/MH/MIS/188895/2020 dated 24/06/2021, obtained extended NOC from the Hon'ble Environment Department, Mantralaya Annex, Mumbai, in respect of the development of the said property upon the terms and conditions therein mentioned.

M.A, LL.B., Advocate High Court (Code I 8679)

Deepak R. Salunkhe

NAVEEN JOSHI LEGAL ADVOCATES HIGH COURT

B.Com. (Hons.) LL.B., Advocate High Coun S. D. Salunkhed - 3 BSL LLB. Advocate High Count

:: 2 ::

Date:

ashtra Pollution Control Board vide its Consent Order No.: Format 1.0/BO/ROHQ/MU-6303-14/CE/CC-2192 dated 27/02/2015 granted its consent to establish in Orange category for Building/ construction Project being carried out upon the said property upon the terms and conditions therein mentioned.

The Regional Executive Director (W.R.), Airports Authority of India has granted NOC bearing No. AAI/RHQ/WR/DoAS/REV./MUM/ 12/NOCAS/22/50/338 dated 03/03/2022, thereby extending height are receptificate/permission in respect of the development work that arried out upon the said property.

The Slum Rehabilitation Authority (hereinafter referred to as Authority') has also, vide V.P./permission No. SRA/ENG/2655/ Redict 22/03/2021granted revised Commencement Certificate in romoters in respect of Rehab Buildings wing Nos.C, D & E , Building/Wing NO. A, B & C respectively) and in pursuance thereof, the said Joint Venture Firm became entitled to construct the said Rehab Building, wing Nos. C, D & E (as per SRA, Building/Wing No.A, B & C respectively) comprising of Common Three Level Basement +Ground + 21st (P) Upper Floors upon the terms and conditions therein mentioned.

- The said Authority has also, vide V.P./permission No. SRA/ ENG/2655/STGL/AP dated 23/04/2021 granted revised Commencement Certificate in favour of the Promoters in respect of Sale Building wing No.B (as per SRA, Building/Wing No. D) and in pursuance thereof, the said Joint Venture Firm became entitled to construct the said Sale Building, Wing No. B (as per SRA, Building/Wing No. D) comprising of Common Three Level Basement + Ground + 30th Upper Floors upon the terms and conditions therein mentioned.
- The said Joint Venture Firm are entitled to consume and f) utilise upon the said property all the potential FSI as might be permissible under the present DCR in order to develop the said property to its optimal level and accordingly, the said Joint Venture Firm are desirous of submitting revised plans therein consuming and utilising all the potential beneficial FSI/TDR as might be permissible upon the said property under the prevailing DCR. W

M.A, LL.B., Advocate High Court (Code I 8679)

Deepak R. Salunkhe

B.Com. (Hons.) LL.B., Advocate High Court

S. D. Salunkhe

BSL, LL, B., Advocate High Court

Ref. No.: NJL/

NAVEEN JOSHI LEGAL ADVOCATES HIGH COURT

94-3 94-2 (e922

g) Thereafter, the said Joint Venture Firm Authority has also plan to the said Authority for its sanction and the said Authority has also vide its IOA bearing No.SRA/ENG/2655/L/STGL/AP dated 16/11/2021 sanctioned the same.

:: 3 ::

h) The said Authority has, thereafter, vide V.P./permission No. SRA/ENG/2655/STGL/AP dated 17/11/2021 granted revised Commencement Certificate in favour of the Promoters in respect of Said Building wing No. A (as per SRA, Building/Wing No.E) and College Reservation Building being wing No.A1 (as per SRA, Funding/Wing No.E1) and in pursuance thereof, the said Joint Venture First being entitled to construct the said Sale Building, wing No. A (as per SRA, Building/Wing No.E) & College Reservation building being with per SRA, Building/Wing No.E1) upto Plinth Level both to be compared of Common Three Level Basement + Ground + 30th Upper Floors upon the terms and conditions therein mentioned.

- i) It has been brought to my notice that the said Deed of Reconveyance, which is more particularly described in the said Title Certificates issued by me, inadvertently remained to mentioned the registration details and as such the details thereof is mentioned herein. The said Deed of Re-conveyance (hereinafter referred to as 'the said First Deed of Re-conveyance') is duly registered with the office of Sub-Registrar of Assurances at Kalyan vide Sr.No.1256/2019
- By a Deed of Re-conveyance dated 14/12/2021 (hereinafter referred to as 'the said Second Deed of Re-conveyance') executed by and between the said ICICI bank therein referred to as the Lender of the One Part and M/s. Shree Viraj Enterprises and M/s. Jigna Builders being Borrower Nos. I and II therein, on behalf of M/s. Raunak Jigna Associates being the AOP of the Second Part, the Lender therein granted, reassigned, re-conveyed, released and discharged forever the claim unto the Borrower Nos. I & II therein in respect of the said mortgaged property more particularly described in the First Schedule thereunder written upon the terms and conditions contained therein. The said Second Deed of Re-conveyance is duly registered with the office of Sub-Registrar of Assurances at Kurla vide Sr.No.19383/2021 on 15/12/2021;

M.A, LL.B., Advocate High Court (Code I 8679)

Deepak R. Salunkhe

B.Com. (Hons.) LL.B., Advocate High Cour S. D. Salunkhe BSL. LL.B., Advécate High Court

NAVEEN JOSHI LEGAL **ADVOCATES HIGH COURT**

Date:

:: 4::

By a Deed of Re-conveyance dated 14/12/2021 (hereinafter referred to as the 'said First Supplemental Deed of Re-conveyance') executed by and between the said ICICI bank therein referred to as the Lender of the One Part and M/s. Raunak Corporation, therein referred to as the Mortgagor of the Second Part, the Lender therein granted, reassigned, retransferred, reassured and released and discharged forever the claim unto the Mortgagors therein in respect of the said mortgaged property nfore particularly described in the First Schedule thereunder written upon be terms and conditions contained therein. The said First Supplemental Led of Re-worveyance is duly registered with the office of Sub-Registrar Lessmance at Kalyan vide Sr.No.14131/2021 on 15/12/2021;

In pursuance of the said Sanction Letter dated 09/12/2021 and as a for the epayment of an amount of Rs.160,00,00,000/- (Rupees a Higher exty Crores only) equivalent to 1600.00 million along with est and other monies that may become due and payable to the said le. C. Dank, M/s. Shree Viraj Enterprises and M/s. Jigna Builders being the borrower Nos. I and II therein, on behalf of and being the sister concerns of the said Joint Venture Firm, have executed an Indenture of Mortgage dated 14/12/2021 (hereinafter referred to as 'the said Third Deed of Mortgage') in favour of the said ICICI Bank and have created mortgage in respect of the property more particularly described in the Sanctioned letter therein referred to as the mortgaged property in order to raise funds for development of the said property upon the terms and conditions contained therein. The said Third Deed of Mortgage is registered with the office of Sub Registrar of Assurances at Kurla under Serial No.19396/2021 on 15/12/2021;

In pursuance of the said Sanction Letter dated 09/12/2021 and as 6) an additional security for the repayment of the loan availed under the said Third Deed of Mortgage along with interest and other monies that may become due and payable to the said ICICI Bank, M/s. Raunak Corporation being one of the sister concern of the said Joint Venture Firm, have executed an Indenture of Mortgage dated 14/12/2021 (hereinafter referred to as 'the said Second Supplemental Deed') in favour of the said ICICI

M.A, LL.B., Advocate High Court (Code I 8679)

Deepak R. Salunkhe

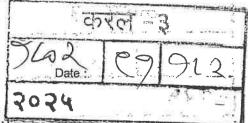
B.Com. (Hons.) LL.B., Advocate High Court

S. D. Salunkhe

BSL. LL.B., Advocate High Court

Ref. No.: NJL/

NAVEEN JOSHI LEGAL ADVOCATES HIGH COURT



Bank and have created mortgage in respect of the property more particularly described in the Second Schedule therein referred to as the mortgaged property in order to raise funds for development of the said property upon the terms and conditions contained therein. The said Second Supplemental Deed is registered with the office of Sub Registrar of Assurances at Kalyan under Serial No.14132/2021 on 15/12/2021.

5 H

- 7) The said Joint Venture Firm have registered the said project up the name and style of 'RAUNAK CENTRUM A as persuiding/Wing 'E') under the provisions of the Real Estate Regular and Development) Act 2016 (hereinafter referred that "it Act/RERA") with Real Estate Regulatory Authority at Mullia at 1 P51800033269.
- 8. We hereby certify that under the circumstances as recited hereinabove and subject to (i) the said Joint Venture Firm complying with the terms and conditions of Revised LOI/IOA, the Commencement Certificate as well as all the permission and NOC as aforementioned issued to them, (ii) the outcome of the said First Appeal and the said Second Appeal (iii) the terms and conditions of the Development Agreements as well as the said Third Deed of Mortgage r/w the said Second Supplemental Deed mentioned hereinabove and (iv) what has been stated hereinabove, the said Joint Venture Firm is entitled to develop the said property in accordance with the sanctioned plans from time to time. Under clause No.6 & 7 of the said First Development Agreement and the said Second Development Agreement respectively, the said Joint Venture Firm has the right to sell/allot/lease the Premises flats, shops, offices, or any other tenements proposed to be/being constructed in the Free Sale Buildings along with parking spaces,.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THOSE pieces or parcels of land bearing CTS Nos.126(pt), 126/6(p), totally admeasuring 12420.20 sq. mtrs. lying, being and situate at village Chembur, Off Eastern Express Highway, Chunabhatti, Taluka $\sim p$

Naveen Joshi
M.A, LL.B., Advocate High Court (Code I 8679)

ADVOCATES HIGH COURT

Deepak R.	Salunl	she ,	
B.Com. (Hons.) LL	B., Advoca	te High Cour	t
S. D. Salund		- 3 ourt	200000000
Ret No. 900L	0	962	

:: 6 ::

Date:

Kurla, District Mumbai and within the local limits of Brihan Mumbai Municipal Corporation having the following boundary:

On or towards the East

M.C.G.M. Botanic Garden;

On or towards the West

Vasant Dada Patil Engg. College,

On or towards the North

Eastern Express Highway

On or towards the South

Pipe Line, Mahatma Phule Society

THE SECOND SCHEDULE ABOVE REFERRED TO

(The said Adjoining Property)

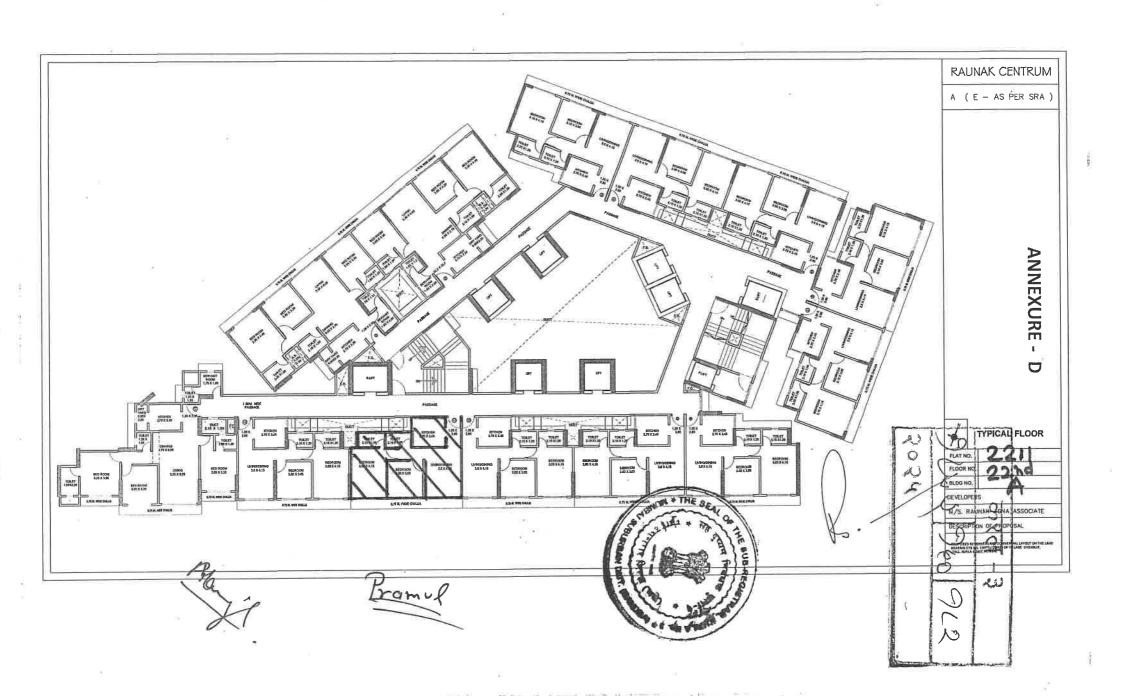
L THOSE pieces or parcels of land bearing CTS Nos.126(pt), 26/4 (P), 126/6 (P), 126/7 (P) and 126/8 (P) admeasuring 15710 eters. lying, being and situate at village Chembur, Off Eastern express Highway, Chunabhatti, Taluka Kurla, District Mumbai and within the local limits of Brihan Mumbai Municipal Corporationand lying adjacent to the said property more particularly described in the First Schedule hereinabove written.

Mumbai, dated this 15th day of September 2022

For NAVEEN JOSHI LEGAL, Advocates High Court,

NAVEEN JOSHI,
Advocate High Court

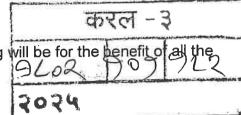
MAH/1156/1981



Annexure 'E'

The nature, extent and description of the "Common area and facilities" and of the "Limited Common areas and facilities" shall be as under: -

- a) Common areas and facilities:
- I) Entrance lobby and foyer of the respective building will be for the benefit of all the flat purchasers of the each building;



- II) The staircase and the lift of the respective building, including main landing is for the purpose of ingress and egress of the flat purchaser and visitors to such building but not for the purpose of storing or for recreation or residence or for sleeping;
- b) Limited Common Areas and Facilities:
- i) Landing in front of the stairs on the floor on which the particular means of access to the flat and not for the purpose of storing of or for residence or for sleeping;
- ii) This landing is limited for the use of residents of the flat located on the particular floor and for visitors thereto, but is subject to means of access for reaching the other floors, available to all residents and visitors.

Common Areas and facilities to be provided for the project:

- 1) Common Main Overhead tank (if any), pump, meter for the same.
- 2) Common electric mains, water mains.
- 3) Common Internal Roads, Street lights, Storm Water drains.
- 4) Common Garden area as approved by MCGM/Concern Authority.
- 5) Rain water Harvesting.
- 6) Rooftop Garden.

Bearing



Annexure 'F'

करल - 3

A) Building R.C. C. earthquake resistant framed structure with overhead and Suction Tanks. Paving all around the building as required.

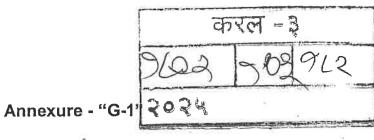
- B) Flooring: Vitrified tiles in entire lat.
- C) Toilet: Toilets with concealed G I plumbing & fitted with a good quality geyser & finished with good quality ceramic glazed tiles flooring & Dado. W/C and washbasin shall be of good quality.
- D) Kitchen: Senfi Modular Kitchen
- Electrical: Concealed copper wiring adequate numbers of wiring points fitted with good grants switches, including intercom, cable T. V., Telephone and exhaust fan points

Windows Good quality anodised aluminum section glass Windows fitted with

- G) Doors/Frame: Door Frames will be of Teakwood. Doors will be flush type with lamination or oil painted on both the sides and fitted with standard fitting like aldrop, tower bolt, door stopper, door magnet with S S Hinges. Main door will be provided with good quality night latch & peephole.
- H) Walls: Gypsum finished with oil bound distemper paint in All rooms & passages. Hall & bedroom ceiling will be finished with POP Moulding. External Walls of building shall be painted with Snowcem / Terraco or equivalent good quality cement paint.
- I) Lift: Any good quality make.
- J) Smart Home : Powered by Jio Fiber subject to Jio providing service.

Promy

pri





Slum Rehabilitation Authority

Administrative Building, Anant Kanekar Marg, Bandra (East), Mumbai-51, Email: info@sra.gov.in

No.: SRA/ENG/2313/L/STGL/LOI

Date:

29 MAR 2011

To.

1. Lic. Surveyor

Shri. V. P. Kharche

of M/s. Catapult Realty C 6, Mangesh Bhuvan, 1

Opp. Cosmos Bank, D Dadar (W) Mumbai,

2. Developers

M/s. Raunak Jigna Associates Laxmi Narayan Residency Unnati Garden III, Pokhran

Prabhakar Kunte Marg, Thane

3. Society

M/s. Rahul Nagar No. 2 SRA CHS

C.T.S. No. 126(pt), Eastern Express Highway,

Sion-Chunabhatti, Mumbai-400 071.

Sub: Proposed Slum Rehabilitation Scheme on plot bearing C.T.S. No. 126(pt), 126/6 of Village Chembur, Taluka Kurla, Mumbai Suburban District, at Eastern Express Highway, Sion-Chunabhatti, 'L' Ward of MCGM, Mumbai-400 071, for "M/s. Rahul Nagar" No. 2 Co-Op. Hsg. Society (prop.)".

Ref: SRA/ENG/2313/L/STGL/LOI

:

Sir.

With reference to the above mentioned Slum Rehabilitation Scheme on plot bearing CTS No. 126 (pt), 126/6 (pt) of Village Chembur, Taluka Kurla, Mumhai Suburban District, at Eastern Express Highway, Sion-Chunabhatti, 'L' Ward of MCGM, Mumbai-400 071, this office is pleased to inform you that this Letter of Intent is considered and principally approved for the sanctioned FSI of 3.783 (Three Point Seven Eight Three) in accordance with provisions of Appendix – IV of Reg. 33 (10) of amended D. C. Regulations, 1991, out of maximum FSI of 3.00 (Three point Zero) shall be allowed to be consumed on the plot, subject to the following conditions.

Rehabilitation Authority/M.C.G.M. for Project Affected Persons, each of carpet area 25.00 sq.mt. free of cost.

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

- That the carpet area of rehabilitation tenements and PAP tenements shall be certified by the Licensed Surveyor/ Architect.
- 3. That the Amenity Tenements i.e. 6 Balwadies, 6 Welfare Centers, 6 Society Offices shall be handed over to the slum dwellers society to use for specific purpose only.

That you shall re-house the eligible slum dwellers as per the list certified by the Addl Collector (Enc) & Competent Authority, Mumbai City District allotting them residential tenements of carpet area of 25 sq.mt. and / evidential cum-commercial of carpet area of 25.00 sq.mt. and /or level tenements as per the area mentioned in certified Annexure-in the list competent Authority or the carpet area of 20.90 sq.mt., which ver is less, free of cost and constructing the same as per building specifications/ norms/building bye-laws.

You shall register society of all slum dwellers to be re-housed under from Rehabilitation Scheme and Project Affected Persons (PAP) nominated for allotment of tenements by the Slum Rehabilitation Authority or any other Competent Authority before issue of IOA.

- 6. That if required along with the other societies, you shall form a federation of societies so as to maintain common amenities such as internal road, recreation ground, street lights etc.
- 7. That you shall incorporate the clause in the individual agreement with slum dwellers and project affected persons that they shall not sell or transfer tenements allotted under Slum Rehabilitation to anyone else except the legal heirs for a period of 10 (ten) years from the date of taking over possession, without prior permission of the CEO (SRA).
- 8. That you shall provide transit accommodation to the slum dwellers with requisite amenities, if required to be shifted for construction of proposed building, till the permanent tenements are allotted and possession is given complying all formalities and existing amenities shall be maintained in sound working condition till slum dwellers are re-housed in the proposed rehabilitation tenements.
- That you shall obtain the permission for construction of the temporary transit accommodation from Slum Rehabilitation Authority along with

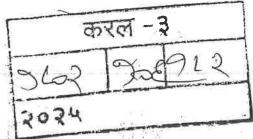
4.

129 MAR 2011

the phased development programme and the list of the eligible slum dwellers shifted in the transit camp, with date of their displacement from their existing huts shall be submitted before asking C.C. for Rehab bldg.

- 10. That you shall bear the cost of carrying out infrastructure works right upto the plot, and shall strengthen the existing infrastructure facility and / or provide services of adequate size and capacity as per the directives of the Slum Rehabilitation Authority, issued during execution period.
- 11. That you shall submit layout and get the same approved before obtaining IOA to 1st or other building in the scehme.
- 12. That you shall submit phase-wise programme for development of infrastructural works, reservation, amenities etc. in the layout while approving the layout and same shall be developed accordingly. A registered undertaking to that effect shall be submitted. This shall be submitted alongwith layout plan or before issue of the Rehab Bldg.
- 13. That you shall not block existing access Fleading. Solution of structures/users and shall make provision of adequations of the adjoining land locked plot, if any, free of cost and the art shall be shown on layout plan to be submitted for approval to be and conditions as may be decided by Slum Rehabilitation.
- 14. That you shall submit the P.R. Card with area mentioned in words duly certified by Superintendent of Land Records for amalgamated/subdivided plots before obtaining C.C. for last 25% of built up area.
- 15. That you shall get D. P. Road/set back land demarcated from A. E. (Survey)/D.P./ T & C department of M.C.G.M. and handed over to M.C.G.M. free of cost and free of encumbrances by transferring the ownership in the name of M.C.G.M. duly developed as per Municipal specification and certificate to that effect shall be obtained and submitted before obtaining C.C. for the last 25% of sale built up area approved in the scheme.
- 16. That you shall handover the buildable reservation and/or built-up amenity structure to MCGM and/or user department free of cost before granting CC to the last 25% for Sale BUA of sale building in the scheme and separate P.R. Card with words for the buildable and non-buildable reservation in the name of M.C.G.M. / user Deptt. shall be submitted before obtaining Occupation Certificate for Sale Bldg.
- 17. That necessary concurrence from concerned department of MCGM and/or other user department shall be obtained for planning of buildable reservation and/or amenity open space before asking for approval of IOA of the respective building.

DAFNII 2010/LGt issuediM Westkrahil Nagai CHS doc



18. That you shall restrict the built up area meant for sale in the open market and built up area of rehabilitation as per the scheme parameters.

Annexed herewith.

The salient features of the scheme are as under:

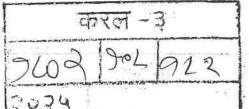
Sr.	Description	Area
No.	R 2 4	(in sq. mt.)
1.	Gross area of plot	12107.17
2,	Deduction for	
	a) Road Setback area (Express Highway =107.69 + D.P.	1627.48
	Road =1519.79)	
in the same	Garden (as per realigned area)	340.00
	The V Pround	160.58
TA AN	d) That a (a +b+c)	2128.06
3.\	Balance area of plot	9979.11
1.00	Deduction for 15% RG (if applicable)	N.A.
	of plot for computation of t/s density	9979.11
URBAN	Addison for FSI purpose	(A)
-	Road Setback area, (100%)	1627.48
7.	Total plot area for FSI purpose	11606.59
8.	In-situ FSI permissible on plot	3.00
9.	Total in-situ BUA permissible on plot	34819.77
10.	Rehab Built up area (excluding areas under staircase &	17632.54
	common passage)	. 6:
11.	Rehab BUA under common passages, Society Offices,	8647.25
	Welfare Centers & balwadies	
12.	Rehabilitation Component	26279.79
13	Sale Component	26279.79
14.	Total BUA approved for the Scheme	43912.33
15.	Total FSI sanctioned for the scheme	3.783
16.	Sale BUA permissible in-situ	17187.23
17.	FSI proposed to be consumed in-situ	3.00
18.	No. of slum dwellers to be accommodated (Comm. 13 +	367
	Resi. 354)	
19.	No. of PAP tenements generated in the Scheme	106
20.	Nos. of provisional PAP tenements allowed in the	135
	scheme	
21.	Area of unbuildable reservation/road to be	,,

		_		-
surre	endered	,		
a)	18.30 mt. wide D.P. Road		1519.79	The second second second
b)	Setback area of Eastern Express Highway		107.69	WX 410-1
(c)	P.G.		160.58570	-3 * * 1
(d)	Garden	į	340.00	The second secon
e)	College Reservation	Q	1816.07	1912
		1	1000	The second second
		13	024	-

That you shall get the plot boundaries demarkated from City Survey 19. Officer (SRA) before starting the work as per D.C. Regulation No. 38 (27), prior to commencing the building work and the compound wall shall be constructed on all sides of the plot clear of the road side drain without obstructing flow of rain water from adjoining holding, to prove possession of holding in phase programme as per removal/clearing of structures on plot before requesting C.C of sale building.

That you shall accommodate the huts getting cut along 20. the plot demarcated by the staff of the City Survey off

- That you shall get the plans approved for each building to 21. due mention of the scheme of Rehabilitation of plot under No. 33(10) and with specific mention on plan of building / tenements for slum dwellers and project affect the same are for re-housing of slum dwellers and propersons. Tenements to be allotted to the PAP shall be hatched with due mention that they are for allotment of PAP nominated by the Concerned Authority.
- 22: That you shall submit the NOCs as applicable from the following concerned authority in the office of Slum Rehabilitation Authority before requesting of approval of plans or at a stage at which it is insisted upon by the concerned Executive Engineer (SRA)
 - A.A.& C'L' Ward of MCGM, (1)
 - (2)H.E. of MCGM.
 - (3)C.F.O. of MCGM,
 - (4)Tree Authority of MCGM,
 - (5)Dy. Ch. Eng.(SWD) E.S.
 - (6)Dy. Ch.E.(S.P.) (P & D)
 - (7)Dy.Ch.Eng. (Roads) E.S.
 - (8)P.C.O. of 'L' Ward of MCGM,
 - (9)
 - Civil Aviation Authority,
 - (10)Reliance Energy or Concerned Electric Supply Co.
 - (11)M.T.N.L. - Mumbai.
 - (12)Authority of High Tension Power Transmission Line
 - (13)E.E.(T&C) of MCGM.



That you shell submit the Indemnity Bond indemnifying the Slum Rehabilitation: Authority and its officers against any damage or claim arising out of any sort of litigation with the slum dwellers / property owners or otherwise.

24. That you shall submit the Agreements of at least 70% of eligible slum dwellers with the photographs of wife and husband on each of the agreements before requesting for Commencement Certificate and the name of the wife of the eligible occupier of hut shall be incorporated with joint holder of the tenement to be allotted in the rehabilitation building.

That you as Architect / Developer / Society / PMC shall strictly observe that the work is carried out as per phased programme approved by the Slum Rehabilitation Authority and you shall submit regularly progress report to the Slum Rehabilitation Authority along with photographs and certificate showing the progress of the construction work on site achieved per approved phased programme. Even if the progress is nil, report shall be submitted by the Architect stating reasons for delay.

Than the tenements proposed for rehabilitation and for PAP shall be shown distinctly on the plan to be submitted and should be forwarded to A.A.& C of 'L Ward to assess the property tax.

That he possession of the residential tenements and shops shall not be add over to the eligible hutment dwellers before the society is registered and transit accommodation given is surrendered and all the dues to the M.C.G.M./MHADA/Govt. have been cleared.

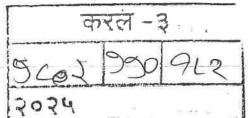
Demolition of the Transit Camp shall be carried out before obtaining the Occupation Certificate to the Sale Bldg.

- 28. In case of S.R. Scheme on State Govt./MHADA/MCGM land, lease deed for rehab component and sale component shall be executed before obtaining approval of building plans for last 25% of permissible BUA in the scheme.
- 29. That the rehabilitation component of scheme shall include.
 - a) 354 Numbers of Residential tenements
 - b) 13 Numbers of Commercial tenements
 - c) Nil Numbers of R/c.
 - d) 06 Numbers of Balwadi
 - e) 06 Numbers of Welfare Centre
 - f) 06 Numbers of Society office
 - g) 106 Numbers of PAP
 - i) 135 Numbers of Provisional PAP

Amenity tenements to be handed over to Society and Society to use for specific purpose only.

SRA/ENG/2313/L/STGL/LOI 29 MAR 2011

- That the layout Recreation Ground shall be duly develo 30. obtaining occupation of sale building.
- That the quality and workmanship of construction work of each building 31. in the layout shall be strictly monitored by concern al Architect / Site supervisor / Structural Engineer and report on quality of work carried out shall be submitted by Architect with test results as and when required by Executive Engineer (SRA) and at the stages of obtaining plinth C.C., further C.C., occupation to the buildings in the scheme.
- That separate P.R. Cards in words duly certified by Superintendent of 32. Land Records for D.P. road / set back / D.P. reservation net plot shall be obtained and submitted before obtaining C.C. to Built-up Area in the scheme.
- That this Letter of Intent is issued on the Such the Architect and the Annexure II issued by Composition to the event of any charge in 33. during actual site survey by the City Survey Officer built up area consumed on the plot will be adjusted acco keep total consumption of F.S.I. on the plot within 3,00.
- 34. That No objection Certificate from respective Land Owning Authority i.e. MCGM, The Collector, Mumbai City District, Govt of Maharashtra shall be granted within one month from approval of S.R. Scheme as per clause No 2.8 of DCR 33 (10).
- SAME PROPERTY 35. That necessary formality for executing lease agreement shall be irritiated by MCGM/The COLLECTOR, Mumbai for leasing the plot and lease documents shall be executed.
- This Letter of Intent gives no right to avail of extra FSI granted under 36. D.C.Regulation 33 (10) upon land, which is not your property.
- That the Arithmetical error if any revealed at any time shall be corrected 37. on either side.
- That this letter of intent shall be deemed to be cancelled in case any of 38. the document submitted by the Architect / Developer or Owner are found to be fraudulent / misappropriated.
- 39. That you shall pay total amount of Rs. 12,40,0000/- towards deposit to be kept with Slum Rehabilitation Authority at the rate of 20,000/- per tenement as decided by the authority and total amount of Rs. 1,80,91,240/- (fi.e. Rs.560/- per 32305.77 sq.mt.} a Infrastructural Development charges.



That you shall pay development charges as per clause 124 E of M.R. & T.P. Act separately for sale built up area as per provisions of M.R.& T.P. Act.

- 41. That this LOI is valid for the period of 3 (three) months from the date hereof. However, if IOA / CC is obtained for any one bldg. of the project then this LOI will remain valid till completion of estimated project period.
- 42. That you shall re-house all the additional hutment dwellers if declared eligible in future by the competent Authority, by amending plans wherever necessary.

43. That you shall comply with the following conditions as per the circular by Asstt. Registrar (SRA) dtd. 08/02/2010 at the time of the conditions as per the circular by Asstt. Registrar (SRA) dtd. 08/02/2010 at the time of the conditions as per the circular by Asstt. Registrar (SRA) dtd. 08/02/2010 at the time of the conditions as per the circular by Asstt. Registrar (SRA) dtd. 08/02/2010 at the time of the circular by Asstt. Registrar (SRA) dtd. 08/02/2010 at the time of the circular by Asstt. Registrar (SRA) dtd. 08/02/2010 at the time of the circular by Asstt. Registrar (SRA) dtd. 08/02/2010 at the time of the circular by Asstt. Registrar (SRA) dtd. 08/02/2010 at the time of the circular by Asstt. Registrar (SRA) dtd. 08/02/2010 at the time of the circular by Asstt. Registrar (SRA) dtd. 08/02/2010 at the time of the circular by Asstt. Registrar (SRA) dtd. 08/02/2010 at the time of the circular by Asstt. Registrar (SRA) dtd. 08/02/2010 at the time of the circular by Asstt. Registrar (SRA) dtd. 08/02/2010 at the time of the circular by Asstt. Registrar (SRA) dtd. 08/02/2010 at the time of the circular by Asstt.

Affe is appletion of rehab building; the rehab tenements/galas shall be allowed as per the policy circular of Slum Rehabilitation Authority in this reserves.

Circular No.102, as all the eligible slum dwellers in the S.R. heme are issued identity cards at the time of allotment of rehab tenements/galas, the expenditure towards the preparation of Identity Cards shall be borne by developer.

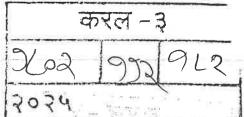
- c) At the time of allotment of rehab tenement/gala, along with the identity card, the individual eligible slum dweller shall also be handed over the POSSESSION LETTER of the rehab tenement/gala.
- That the allotment of rehabilitation tenements to the eligible slum dwellers in the scheme, shall be made by drawing lots in presence of the representative of the Assistant Registrar of Societies (SRA) and statement of rehab tenements allotted to the eligible slum families in the rehabilitation building with corresponding tenements no. in rehab / composite building and Sr. No. in Annexure II etc. duly certified by the concerned society of slum dwellers and Assistant Registrar (SRA) shall be submitted before requesting for occupation permission of respective rehab tenements.
- That you shall bear the cost towards displaying the details such as Annexure II, date of issue of important document like LOI, Layout, C.C., O.C.C. on SRA website.
- The owner/Developer shall display the name at site before starting of the work giving the details such as name, address and contact no. of owner/Developer, Architect, Structural Engineer, Approval No. & Date of LOI, Layout & IOA.

- That you shall display bilingual sign boards on site and painting of SRA Logo on rehab buildings as per Circular No. SRA/Admn/Circular No. 64/569/2004 dtd. 14/10/2004.
- 48. That the rain water harvesting system should be installed provided as per the direction of U.D.D., Govt. of Maharashtra under Mb. TPB/432001/2133/CR-230/01/UD-11DTD.10/03/2005 and the same shall be maintained in good working conditions all theories failing which penalty of Rs.1000/- per annum for every 100 sq.mt. of built-up area shall be levied.
- 49. a) The Society/Developer/Architect shall display the copy of approved LOI and list of Annexure-II with prior permission from Dy. Collector (SRA). That copy of Annexure II shall be displayed by the developer/society of slum dwellers on the notice board of society for the period of 30 days and shall be easily accessible to the staff of Section.
 - b) That Developer shall ensure that any slum dycles is no 1,35th by the Competent Authority or desire to make 150 chan, shall enply within three months of issue of the Letter of Intent is a e an Allate authority with supporting documents.
 - c) That developer/society shall give wide publicity for all of S. R. scheme in atleast one local Marathi in Marathi script & English newspaper in English script and proof thereof shall be submitted to Dy. Collector (SRA).
 - e) That society/developer shall submit NOC from Dy. Collector (SRA) stating that the appeals for eligibility of non-eligible slum dwellers are received by the Appellate Authority before requesting any further approvals to the S.R. Scheme.

OR

That the developer shall submit NOC from Dy. Collector (SRA) stating that all non-eligible slum dwellers are intimated in writing within 30 days from display of LOI and Annexure-II on site that they have to file appeal before the Appellate Authority regarding their non-eligibility within 90 days from receipt of such intimation from the developer and copy of the receipt letter shall be submitted to Dy. Collector (SRA) for record.

50. High Rise Rehab Building:



That you shall appoint Project Management Consultant with prior approval of Dy.Ch.Eng. (S.R.A.)/E.E. (S.R.A.) for implementation / supervision / completion of S.R. Scheme.

- b. The Project Management Consultant appointed for the scheme shall submit quarterly progress report to Slum Rehabilitation Authority after issue of LOI.
- c. That the developer shall execute tri-partite Registered agreement between Developer, Society & Lift Supplying Co. or maintenance firm for comprehensive maintenance of the electro mechanical systems such as water pumps, lifts, etc. for a period of ten years from the date of issue of Occupation Certificate to the Rehabilitation / Composite building.

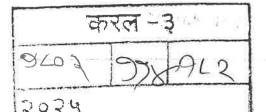
Entire cost shall be borne by the developer and copy of the registered agreement shall be submitted to S.R.A for record before applying for accupation Certificate including part O.C.

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

That the developer shall install fire fighting system as per requirements of C.F.O. and to the satisfaction of this department. The developer shall execute tri-partite Registered agreement between Developer, Society & Fire Fighting equipment supplying Co. and/or maintenance firms for comprehensive maintenance for a period of ten years from the date of issue of occupation certificate to the building. Entire cost shall be borne by the developer and copy of the Registered Agreement shall be submitted to S.R.A for record before applying for Occupation Certificate including part O.C.

- f. That the structural design of buildings having height more than 24m shall be got peer reviewed from another registered structural engineer / educational institute.
- 51. The developer shall submit prior environmental clearance from Ministry of Environment & Forest (MOEF) as per the notification no. SO-1533 (E) dtd. 14-9-2006 before obtaining C.C. for the scheme with total actual area to be constructed on site having more than 20000 sq.mt.
- 52. The High Rise Committee's approval shall be obtained before requesting C.C. for the building having height more than 70 mtr. from average ground level.

- The Developer/Society shall pay premium at the rate of 25% in terms Ready Reckoner as per the Govt. notification issued u/no. TPB/4308/897/CR-145/08/UD-11 of 16/04/2008 in respect of Sum Rehabilitation scheme being undertaken on land belonging to Govt Land/Municipal Land/MHADA Land and as per the stages as mentioned in the Circular No. SRA/ENG/85 dtd. 12-6-2008.
- 54. That you shall submit registered undertaking for payment of difference in premium paid and calculated as per the revised land rate.
- 55. That if the IOA/CC are not obtained within stipulated validity period then the developer/society is liable to pay compound interest in respect @ 10% on amount payable.
- 56. That the conditions mentioned in certified Annexure । इंड्राइन पूर्व सी कार्या-२ पी/३३/कावि ११३३/०२ dtd. 9-5-2003 of shall be complied to this office.
- 57. That you shall rehabilitate the eligible slum dwellers at reserved for non buildable reservation of Garden and eligible slum dwellers at your own risk & cost.
- 58. That you shall get decided the eligibility of non-eligible sluin coners and review the aspect of 135 nos. of provisional PAP tenements allowed in the scheme before asking IOA for these 135 provisional PAP tenements. The provisional PAP tenements left after accommodating all the eligible sluin dwellers as per final eligibility position is received shall be deleted.
- 59. That you shall submit the remarks from the concerned department of MCGM for planning & requirement of MCGM for proposed 18.30 mt. wide D.P. Road and shall hand over it to MCGM duly developed at free of cost and shall submit the separate P. R. Card showing name of MCGM on mutation entry before asking C.C. to last 25% sale component in the Scheme.
- 60. That you shall submit the NOC from the CFO of MCGM for proposed high-rise rehab building in the scheme before asking IOA to respective rehab building in the layout.
- 61. That you shall appoint Project Management Consultant with prior approval of Dy.Ch.Eng. (SRA)/CEO (SRA) for supervision/completion of rehab and sale bldg. in S.R. Scheme.
- 62. That you shall appoint Third Party Quality Auditor with prior approval of Dy.Ch.Eng. (S.R.A.) / E.E. (S.R.A.) for implementation / supervision of S.R. Scheme.



That the existing stand post water connections in the scheme shall be disconnected after demolition of respective hutment and all the dues shall be paid and cleared.

- 64. That if rehab religious structure is proposed in the layout then the following conditions shall be complied.
 - a) NOC from Commissioner of Police
 - b) NOC from Trustee of Religious Structure regarding planning and location

That you shall submit the F.C. (SRA)'s NOC as per Circular No. 87 dtd. 19/06/2008 before issue of IOA of 1st building.

visible for first rehab building will be granted after compliance of ordinion to 49.

That the developer shall ensure that water connection to the rehabilities is obtained within one month from date of occupation.

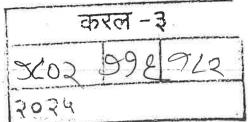
The thicate of the water connection granted shall be submitted to this office before asking any further approvals in the scheme thereafter.

- 68. That the defect liability period for rehab building will be 3 years and any repairs/rectification required during this period will be done by the developer. The bank guarantee and deposits of the developer will be withheld till the completion of the defect liability period.
- 69. That the developer shall submit an undertaking stating that the maximum eligible slum dwellers shall be accommodated on buildable plot.
- 70. That the developer shall submit NOC from MHADA/Asstt. Comm. 'L' Ward of MCGM/concerned deptt. for demolition of existing public toilet block situated on P.G. reservation plot before demolishing the said public toilet block.
- 71. That the D.P. reservation of playground (P.G.) adm. 160.58 sq.mt. shall be handed over to MCGM, free of cost, by clearing/demolishing the public toilet block thereon and insitu FSI in lieu of the said plot area under P.G. reservation shall not be claimed unless specific permission from Hon. High Court, Mumbai, in Writ Petition No. 1152 of 2002 is obtained for utilizing insitu FSI of the said plot area.
- 72. That the D.P. reservation of Garden adm. 340.00 sq.mt. shall be cleared by rehabilitating eligible slum dwellers from the said land developed and handed over to MCGM free of cost. The insitu FSI of the said plot area under Garden reservation shall not be claimed unless specific

SRA/ENG/2313/L/STGL/LOI 729 MAR 2011

permission from Hon. High Court, Mumbai, in W.P. No. 1152 of 2002 is obtained for utilizing insitu FSI of the said plot area.

- 73. That the demarcation and measurement of Garden reservation in it's original place and relocated place shall be obtained and area of reservation as in it's original location shall be maintained in it's relocated position.
- 74. That the developer shall submit an undertaking stating that the insitural FSI of the non-buildable reservation of P.G. & Garden, shall not be utilized unless permission from Hon. High Court is obtained for the same in W.P. No. 1152 of 2002. An indemnity bond shall be submitted by the developer indemnifying SRA and its staff from litigation, if any, arises in this matter and also costs incurred for the same shall be borne by the developer.
- 75. That the developer shall submit the NOC from the Collector (MSD) for realignment of the boundary of slum plot so as to include very portion of Govt. land under college reservation adm. 923 76 sq. pr. in lea of slum occupied land of same area abutting the developed to lege reservation shall be obtained before approval of bleed plants of pr. p. sed rehab bldg. situated on the said vacant plot. The bree of the said vacant land shall be got measured from CTSO and the same a slift be provided at new location by clearing slum from the said and
- 76. That the mechanical light and ventilation arrangement of per the requirement of Ch. Eng. (M & E) shall be provided for ducts in rehab buildings and remarks from Ch. Eng. (M & E), MCGM, shall be submitted before requesting further CC of rehab buildings.
- 77. That you shall hand over the required nos. of car parking spaces for college reservation to the User Deptt. alongwith buildable reservation of college.
- 78. That you shall submit the report from Geological Engineer and the Soil Investigation Report before requesting CC to the rehab building.
- 79. That you shall submit the consent for planning of the College Building from the user deptt. i.e. Higher and Technical Education Deptt., Govt. of Maharashtra before requesting approval of the said building.
- 80. That you shall submit the fresh Annexure-III before requesting IOA to 1st rehab building.



29 MAR 2011

81. That you shall submit the name reservation of society before requesting IOA to 1st rehab building.

If you are agreeable to all these above conditions, you may submit proposal for approval of plans, consuming full sanctioned F.S.I. separately for each building, in conformity with the Regulation No. 33 (10) of DCR 1991 amended upto date in the office of the undersigned.

Yours faithfully,



Deputy Chief Engineer
Slum Rehabilitation Authority



Slum Rehabilitation Authority

Administrative Building, Anant Kanekar Marg, Bandra (East), Mumbai-51, Email: info@sra.gov.in

No.: SRA/ENG/2313/L/

Date 2:4 JUL 2012

2024 DO 6922

To,

1. Lic. Surveyor

Shri. V. P. Kharche
of M/s. Catapult Realty Consultants
6, Mangesh Bhuvan, 1 rloor,
Opp. Cosmos Bank, D.L. Vaidya Rd.,
Dadar (W) Mumbai.

2. Developers

M/s. Raunak Jigna Associates Laxmi Narayan Residency, Unnati Garden III, Pokhran Rd Prabhakar Kunte Marg, Thane (V

Society

M/s. Rahul Nagar No. 2 SRA CHS (C.T.S. No. 126 pt, Eastern Express History Desired Concording Conco

Sub: Proposed Slum Rehabilitation Scheme on plot bearing C.T.S. No. 126(pt).

126/6 of village Chembur, Taluka Kurla, Mumbai Suburban District, at
Eastern Express Highway, Sion-Chunabhatti, 'L' Ward of MCGM,
Mumbai-400 071, for "M/s. Rahul Nagar" No. 2 Co-Op. Hsg. Society
(prop.)"

Ref: SRA/ENG/2313/L/STGL/LOI

Sir,

With reference to the above mentioned Slum Rehabilitation Scheme on plot bearing CTS No. 126 (pt), 126/6 (pt) of Village Chembur, Taluka Kurla, Mumbai Suburban District, at Eastern Express Highway, Sion-Chunabhatti, 'L' Ward of

DAPRT 2012\LOI issued\L\Rahul Nagar LOI conditions.doc

9602 991962

SRA/ENG/2313/L/STGL/LOI

2024

MCGM, Mumbal-40e 971, this office is pleased to inform you that this Revised Letter of Intent is considered and principally approved for the sanctioned FSI of 3.533 (Three Point five three three) in accordance with provisions of Appendix – IV of Reg. 33 (10) of amended D. C. Regulations, 1991, out of maximum FSI of 3.00 (Three point Zero) shall be allowed to be consumed on the plot, subject to the following conditions.

- 1. That you shall hand over 106 numbers of tenements to the Slum Rehabilitation Authority/M.C.G.M. for Project Affected Persons, each of carpet area 25.00 sq.mt. free of cost.

 The PAP tenements shall be marked as a PAP tenement on doors prominently. After completion of the building, PAP tenements shall be protected by the developer till handing over to the concerned authority by providing security guards etc.
- That the carpet area of rehabilitation tenements and PAP tenements shall be certified by the Licensed Surveyor/ Architect.
- 3. That the Amenity Tenements i.e. 6 Balwadies, 6 Welfare Centers, 6 Society Offices shall be handed over to the slum dwellers society to use for specific purpose only.

the vou shall re-house the eligible slum dwellers as per the list certified to the odd. Collector (Enc) & Competent Authority, Mumbai City District by alloring them residential tenements of carpet area of 25 sq.mt. and / or residential-cum-commercial of carpet area of 25.00 sq.mt. and /or commercial tenements as per the area mentioned in certified Annexure-lists by Competent Authority or the carpet area of 20.90 sq.mt., whichever is less, free of cost and constructing the same as per building specifications/ norms/building bye-laws.

nat or shall register society of all slum dwellers to be re-housed under slum. Rehabilitation Scheme and Project Affected Persons (PAP) nominated for allotment of tenements by the Slum Rehabilitation Authority or any other Competent Authority before issue of IOA.

- That if required along with the other societies, you shall form a
 federation of societies so as to maintain common amenities such as
 internal road, recreation ground, street lights etc.
- 7. That you shall incorporate the clause in the individual agreement with slum dwellers and project affected persons that they shall not sell or transfer tenements allotted under Slum Rehabilitation to anyone else except the legal heirs for a period of 10 (ten) years from the date of taking over possession, without prior permission of the CEO (SRA).

8. That you shall provide transit accommodation to the slam detellers with requisite amenities, if required to be shifted for construction of proposed building, till the permanent tenements are allotted and possession is given complying all formalities and existing amenities shall be maintained in sound working condition till slum dwellers are re-housed in the proposed rehabilitation tenements.

- 9. That you shall obtain the permission for construction of the temporary transit accommodation from Slum Rehabilitation Authority along with the phased development programme and the list of the eligible slum dwellers shifted in the transit camp, with date of their displacement from their existing huts shall be submitted before asking C.C. for Rehab bldg.
- 10. That you shall bear the cost of carrying out infrastructure works right upto the plot, and shall strengthen the existing infrastructure facility and / or provide services of adequate size and capacity as per the directives of the Shum Rehabilitation Authority, issued during execution period.
- 11. That you shall submit layout and get the same approved before obtaining IOA to 1* or other building in the scehme.
- 12. That you shall submit phase-wise programme for development of infrastructural works, reservation, amenities etc. in the layout while approving the layout and same shall be developed accordingly registered undertaking to that effect shall be submitted. This shall submitted alongwith layout plan or before issue of C.C. It is R.I. Bldg.
- 13. That you shall not block existing access leading to structures/users and shall make provision of adequate access adjoining land locked plot, if any, free of cost and the same shall be shown on layout plan to be submitted for approval on leiths, and conditions as may be decided by Slum Rehabilitation Authority.
- 14. That you shall submit the P.R. Card with area mentioned in words duly certified by Superintendent of Land Records for amalgamated/subdivided plots before obtaining C.C. for last 25% of built up area.
- 15. That you shall get D. P. Road/set back land demarcated from A. E. (Survey)/D.P./ T & C department of M.C.G.M. and handed over to M.C.G.M. free of cost and free of encumbrances by transferring the ownership in the name of M.C.G.M. duly developed as per Municipal specification and certificate to that effect shall be obtained and submitted before obtaining C.C. for the last 25% of sale built up area approved in the scheme.

करल - ३

SRA/ENG/2313/L/STGL/LOI

That you shall handover the buildable reservation and/or built-up amenity structure to MCGM and/or user department free of cost before granting CC to the last 25% for Sale BUA of sale building in the scheme and separate P.R. Card with words for the buildable and non-buildable reservation in the name of M.C.G.M. / user Deptt. shall be submitted before obtaining Occupation Certificate for Sale Bldg.

- 17. That necessary concurrence from concerned department of MCGM and/or other user department shall be obtained for planning of buildable reservation and/or amenity open space before asking for approval of IOA of the respective building.
- 18. That you shall restrict the built up area meant for sale in the open market and built up area of rehabilitation as per the scheme parameters Annexed herewith.

The salient features of the scheme are as under:

Sr. No.	Description	Area (in sq. mt.)
1	Gross area of plot	12107.17
2.	Deduction for	
HEO.	Road Setback area (Express Highway =107.69 +	1627.48
9	b) Sarden (as per realigned area)	340.00
72.0	e) Pay Ground	160.58
1	d) College reservation (1816.71 / 3)	605.57
	(a +b + c+ d)	2733.63
0	Balance area of plot	9373.54
4	Deduction for 15% RG (if applicable)	N.A.
5.	Net area of plot for computation of t/s density	9373.54
6.	Addition for FSI purpose	
	a) Road Setback area, (100%)	1627.48
	b) College reservation	605.57
7.	Total plot area for FSI purpose	11606.59
8.	In-situ FSI permissible on plot	3.00
9.	Total in-situ BUA permissible on plot	34819.77
10.	Rehab Built up area (excluding areas under staircase & common passage)	

D:\PRT 2012\LOI issued\L\Rahul Nagar LOI conditions.doc

11.	Pelak DIIA andar anna 2	(/1)
II.	Rehab BUA under common passages, Society Offices, Welfare Centers & balwadies	8798:39
12.	Rehabilitation Component (10+11)	24906151
13.	Sale Component (12)	24906.51
14.	Total BUA approved for the Scheme (10+13)	41014.63
15.	Total FSI sanctioned for the scheme (14/7)	3.533
16.	Sale BUA permissible in-situ	18711.65
17.	FSI proposed to be consumed in-situ	3.00
18.,	No. of slum dwellers to be accommodated (Comm. 13+Resi. 354)	367
19.	No. of PAP tenements generated in the Scheme	241

- 19. That you shall get the plot boundaries demarcated from City Survey Officer (SRA) before starting the work as per D.C. Regulation No. 38 (27), prior to commencing the building work and the compound wall shall be constructed on all sides of the plot clear of the road side drain without obstructing flow of rain water from adjoining holding, to prove possession of holding in programme as per removal/clearing of structures on plot before racide ating.

 C.C of sale building,
- 20. That you shall accommodate the huts getting cut along the boundary, of the plot demarcated by the staff of the City Survey office.
- 21. That you shall get the plans approved for each building separately with mention of the scheme of Rehabilitation of plot under D.C.Regulation to 33(10) and with specific mention on plan of the rehabilitation build tenements for slum dwellers and project affected persons that the same are for re-housing of slum dwellers and project affected persons. Tenements to be allotted to the PAP shall be hatched with due mention that they are for allotment of PAP nominated by the Concerned Authority.
- 22. That you shall submit the NOCs as applicable from the following concerned authority in the office of Slum Rehabilitation Authority before requesting of approval of plans or at a stage at which it is insisted upon by the concerned Executive Engineer (SRA)
 - (1) A.A.& C 'L' Ward of MCGM,
 - (2) H.E. of MCGM,
 - (3) C.F.O. of MCGM,
 - (4) Tree Authority of MCGM,
 - (5) Dy. Ch. Eng.(SWD) E.S.
 - (6) Dy. Ch.E.(S.P.) (P & D)

करल -

9602

237

Dy.Ch.Eng. (Roads) E.S.

P.C.O. of L' Ward of MCGM,

2024

- (9) Civil Aviation Authority,
- (10) Reliance Energy or Concerned Electric Supply Co.
- (III) M.I.N.L. Mumbai,
- (12) Authority of High Tension Power Transmission Line
- (13) E.E.(T&C) of MCGM before requesting for plinth C.C.
- 23. That you shall submit the Indemnity Bond indemnifying the Slum Rehabilitation Authority and its officers against any damage or claim arising out of any sort of litigation with the slum dwellers / property owners or otherwise.
- 24. That you shall submit the Agreements of at least 70% of eligible slumd dwellers with the photographs of wife and husband on each of the agreements before requesting for Commencement Certificate and the name of the wife of the eligible occupier of hut shall be incorporated with joint sholder of the tenement to be allotted in the rehabilitation building.
 - That you as Architect / Developer / Society / PMC shall strictly observe that the work is carried out as per phased programme approved by the Slum Rehabilitation Authority and you shall submit regularly progress port to the Slum Rehabilitation Authority along with photographs and critificate showing the progress of the construction work on site achieved as approved phased programme. Even if the progress is nil, report shall be submitted by the Architect stating reasons for delay.

That the tenements proposed for rehabilitation and for PAP shall be shown distinctly on the plan to be submitted and should be forwarded to A.A.& C. Ward to assess the property tax.

That the possession of the residential tenements and shops shall not be handed over to the eligible hutment dwellers before the society is registered and transit accommodation given is surrendered and all the dues to the M.C.G.M./MHADA/Govt. have been cleared.

Demolition of the Transit Camp shall be carried out before obtaining the

Demolition of the Transit Camp shall be carried out before obtaining the Occupation Certificate to the Sale Bldg.

28. In case of S.R. Scheme on State Govt./MHADA/MCGM land, lease deed for rehab component and sale component shall be executed before obtaining approval of building plans for last 25% of permissible BUA in the scheme.

D:PRT 2012/LOI issued/L/Rabul Nagar LOI conditions.doc

6

29. That the rehabilitation component of scheme shall include

	THE R. P. LEWIS CO., LANSING, MICH.	12000
354	Numbers of Residential tenement	12024 ·

a)

b) Numbers of Commercial tenement

Nil Numbers of R/c. c)

d) 06 Numbers of Balwadi

06 e) Numbers of Welfare Centre.

f) 06 Numbers of Society office

106 Numbers of PAP

135 i) Numbers of Provisional PAP

6 Nos. of society offices and 6 Nos. of welfare centres to be handed over to Society and Society to use for specific purpose only.

- That the layout Recreation Ground shall be duly developed before obtaining 30. occupation of sale building.
- That the quality and workmanship of construction work of each building 31. the layout shall be strictly monitored by concerned Architect supervisor / Structural Engineer and report on quality of work shall be submitted by Architect with test results as and when required by Executive Engineer (SRA) and at the stages of obtaining plinth C.C. C.C., occupation to the buildings in the scheme.
- That separate P.R. Cards in words duly certified by Superintenden Records for D.P. road / set back / D.P. reservation/net plot sit obtained and submitted before obtaining C.C. to last 25% of Sale Bhill Area in the scheme.
- That this Letter of Intent is issued on the basis of plot area certified by the Architect and the Annexure : Il issued by Competent Authority and other 33. relevant documents. In the event of any change in the plot area, during actual site survey by the City Survey Officer (SRA), then sale built up areaconsumed on the plot will be adjusted accordingly so as to keep total consumption of F.S.I. on the plot within 3.00.
- That No objection Certificate from respective Land Owning Authority i.e. MCGM, The Collector, Mumbai City District, Govt of Maharashtra shall be granted within one month from approval of S.R. Scheme as per clause No 2.8 of DCR 33 (10).
- That necessary formality for executing lease agreement shall be initiated by 35. MCGM/The COLLECTOR, Mumbai for leasing the plot and lease documents shall be executed.

करल - 3

9 40 36.

This Letter of Intent gives no right to avail of extra FSI granted under D.C.Regulation 33 (10) upon land, which is not your property.

२०२५

That the Arithmetical error if any revealed at any time shall be corrected on either side.

- 38. That this letter of intent shall be deemed to be cancelled in case any of the document submitted by the Architect / Developer or Owner are found to be fraudulent / misappropriated.
- 39. That you shall pay total amount of Rs. 12,40,0000/- towards deposit to be kept with Slum Rehabilitation Authority at the rate of 20,000/- per tenement as decided by the authority and total amount of Rs. 1,64,69,000/- (fi.e. @ Rs.560/- per 29408.04 sq.mt.) towards Infrastructural Development charges.
- 40. That you shall pay development charges as per clause 124 E of M.R. & T.P. Act separately for sale built up area as per provisions of M.R.& T.P. Act.

That this LOI is valid for the period of 3 (three) months from the date hereof.

However, if IOA / CC is obtained for any one bldg. of the project then this LOI will remain valid till completion of estimated project period.

that you shall re-house all the additional hutment dwellers if declared the infuture by the competent Authority, by amending plans wherever house sary.

Thin ou shall comply with the following conditions as per the circular issued by Asstt. Registrar (SRA) dtd. 08/02/2010 at the time of allotment of Renalt Tenements/Galas.

After completion of rehab building; the rehab tenements/galas shall be allotted as per the policy circular of Slum Rehabilitation Authority in this regards.

- b) As per Circular No.102, as all the eligible slum dwellers in the S.R. Scheme are issued identity cards at the time of allotment of rehab tenements/galas, the expenditure towards the preparation of Identity Cards shall be borne by developer.
- c) At the time of allotment of rehab tenement/gala, along with the identity card, the individual eligible slum dweller shall also be handed over the POSSESSION LETTER of the rehab tenement/gala.

D:\PRT 2012\LOI issued\L\Rahul Nagar LOI conditions.doc

करल -

That the allotment of rehabilitation tenements to the eligible slum dwellers in the scheme, shall be made by drawing lots in presence of the representative of the Assistant Registrar of Societies (SRA) and statement of rehab tenements allotted to the eligible slum families in the rehabilitation building with corresponding tenements no. in rehab / composite building and Sr. No. in Annexure – II etc. duly certified by the concerned society of slum dwellers and Assistant Registrar (SRA) shall be submitted before requesting for occupation permission of respective rehab tenements.

- That you shall bear the cost towards displaying the details such as Annexure II, date of issue of important document like LOI, Layout, C.C., O.C.C. on SRA website.
- The owner/Developer shall display the name at site before starting of the work giving the details such as name, address and contact no. of owner/Developer, Architect, Structural Engineer, Approval No. & Date of LOI, Layout & IOA.
- That you shall display bilingual sign boards on site and painting of State Logo on rehab buildings as per Circular No. SRA/Admn/Circular No. 64/569/2004 dtd. 14/10/2004.
- 48. That the rain water harvesting system should be installed/provided the direction of U.D.D., Govt. of Maharashtra trides TPB/432001/2133/CR-230/01/UD-11DTD.10/03/2005 and shall be maintained in good working conditions all the time, far penalty of Rs.1000/- per annum for every 100 sq.mt. of built-up be levied.
 - 49. a) The Society/Developer/Architect shall display the copy of approved LOI and list of Annexure-II with prior permission from Dy. Collector (SRA).

 That copy of Annexure II shall be displayed by the developer/society of slum dwellers on the notice board of society for the period of 30 days and shall be easily accessible to the staff of SRA for inspection.
 - b) That Developer shall ensure that any slum dwellers held not eligible by the Competent Authority or desire to make any changes shall apply within three months of issue of the Letter of Intent to the appellate authority with supporting documents.
 - c) That developer/society shall give wide publicity for the approval of S. R. scheme in atleast one local Marathi in Marathi script & English newspaper in English script and proof thereof shall be submitted to Dy. Collector (SRA).

D:\PRT 2012\LOI issued\L\Rahul Nagar LOI conditions.doc

क्रस्ल - ३

SRA/ENG/2313/L/STGL/LOI

/20 a p 3 c

२०२५

That society/developer shall submit NOC from Dy. Collector (SRA) stating that the appeals for eligibility of non-eligible slum dwellers are received by the Appellate Authority before requesting any further approvals to the S.R. Scheme.

OR

That the developer shall submit NOC from Dy. Collector (SRA) stating that all non-eligible slum dwellers are intimated in writing within 30 days from display of LOI and Annexure-II on site that they have to file appeal before the Appellate Authority regarding their non-eligibility within 90 days from receipt of such intimation from the developer and copy of the receipt letter shall be submitted to Dy. Collector (SRA) for record.

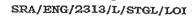
High Rise Rehab Building:

- a. That you shall appoint Project Management Consultant with prior approval of Dy.Ch.Eng. (S.R.A.)/E.E. (S.R.A.) for implementation / supervision / completion of S.R. Scheme.
- b. The Project Management Consultant appointed for the scheme shall submit quarterly progress report to Slum Rehabilitation Authority after issue of LOI.

hat the developer shall execute tri-partite Registered agreement veen Developer, Society & Lift Supplying Co. or maintenance from comprehensive maintenance of the electro mechanical systems to as water pumps, lifts, etc. for a period of ten years from the date of issue of Occupation Certificate to the Rehabilitation / Composited by liding.

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

- d. The third party quality auditor shall be appointed for the scheme with prior approval of Dy. Ch. Eng. (S.R.A.) / E.E. (S.R.A.) for quality audit of the building work at various stages of the S.R. Scheme.
- e. That the developer shall install fire fighting system as per requirements of C.F.O. and to the satisfaction of this department. The developer shall execute tri-partite Registered agreement between Developer, Society & Fire Fighting equipment supplying Co. and/or



maintenance firms for comprehensive maintenance for a period of ten years from the date of issue of occupation certificate to the building. Entire cost shall be borne by the developer and copy of the Registered Agreement shall be submitted to S.R.A for record before applying for Occupation Certificate including part O.C.

- f: That the structural design of buildings having height more than 24m shall be got peer reviewed from another registered structural engineer / educational institute.
- 51. The developer shall submit prior environmental clearance from Ministry of Environment & Forest (MOEF) as per the notification no. SO-1533 (E) dtd. 14-9-2006 before obtaining C.C. for the scheme with total actual area to be constructed on site having more than 20,000 sq.mt.
- 52. The High Rise Committee's approval shall be obtained before requesting C.C. for the building having height more than 70 mtr. from average ground level.
- 53. The Developer/Society shall pay premium at the rate of 25% in terms Ready Reckoner as per the Govt. notification issued in the TPB/4308/897/CR-145/08/UD-11 of 16/04/2008 in respect of 5 jum Rehabilitation scheme being undertaken on land belonging to Cour Land/Municipal Land/MHADA Land and as per the stages as mentioned in the Circular No. SRA/ENG/85 dtd. 12-6-2008.
- 54. That you shall submit registered undertaking for payment of difference in premium paid and calculated as per the revised land rate.
- 55. That if the IOA/CC are not obtained within stipulated validit period then the developer/society is liable to pay compound interest in respect @ 10% on amount payable.
- 56. That the conditions mentioned in certified Annexure-II issued u/াচ বাৰ্থ-২ পী/২২/কাৰি ২१২২/০২ dtd. 9-5-2003 of shall be complied and compliances thereof shall be submitted to this office.
- 57. That you shall rehabilitate the eligible slum dwellers situated on land reserved for non buildable reservation of Garden and shall evict the non-eligible slum dwellers at your own risk & cost.
- 58. That the eligibility of the slum dwellers shall be got decided before requesting for C.C. for the said 135 provisional PAP tenements and if the number of eligible slum dwellers found less than 135 provisional PAP

1602

tenements, they shall amend the plans to reduce provisional PAP tenements to that extent.

That you shall submit the remarks from the concerned department of MCGM for planning & requirement of MCGM for proposed 18.30 mt. wide D.P. Road and shall hand over it to MCGM duly developed at free of cost and shall submit the separate P. R. Card showing name of MCGM on mutation entry before asking C.C. to last 25% sale component in the Scheme.

- 60. That you shall submit the NOC from the CFO of MCGM for propose to high-rise rehab building in the scheme before asking IOA to respective rehab building in the layout.
- 61. That you shall appoint Project Management Consultant with prior approval of Dy.Ch.Eng. (SRA)/CEO (SRA) for supervision/completion of rehab and sale bldg. in S.R. Scheme.
 - That you shall appoint Third Party Quality Auditor with prior approval of Dy.Ch.Eng. (S.R.A.) / E.E. (S.R.A.) for implementation / supervision of S.R. Scheme.

the existing stand post water connections in the scheme shall be because after demolition of respective hutment and all the dues that be paid and cleared.

That if rehab religious structure is proposed in the layout then the following conditions shall be complied.

NOC from Commissioner of Police

NOC from Trustee of Religious Structure regarding planning and location

That you shall submit the F.C. (SRA)'s NOC as per Circular No. 87 dtd. 19/06/2008 before issue of IOA of 1st building.

- That IOA for first rehab building will be granted after compliance of Condition No. 49.
- 67. That the developer shall ensure that water connection to the rehab building is obtained within one month from date of occupation. Certificate of the water connection granted shall be submitted to this office before asking any further approvals in the scheme thereafter.
- 68. That the defect liability period for rehab building will be 3 years and any repairs/rectification required during this period will be done by the developer. The bank guarantee and deposits of the developer will be withheld till the completion of the defect liability period.

D:\PRT 2012\LOI issued\L\Rahul Nagar LOI conditions.doc

12

TO That the 2912
dated on buildable

69. That the developer shall submit an undertaking stating that maximum eligible slum dwellers shall be accommodated on build plot.

- 70. That the developer shall submit NOC from MHADA Asset. Comm. To Ward of MCGM/concerned deptt. for demolition of existing public toilet block situated on P.G. reservation plot before demolishing the said public toilet block.
- 71. That the D.P. reservation of playground (P.G.) adm. 160.58 sq.mt. shall be handed over to MCGM, free of cost, by clearing/demolishing the public toilet block thereon and insitu FSI in lieu of the said plot areaunder P.G. reservation shall not be claimed unless specific permission from Hon. High Court, Mumbai, in Writ Petition No. 1152 of 2002 is obtained for utilizing insitu FSI of the said plot area.
- 72. That the D.P. reservation of Garden adm. 340.00 sq.mt. shall be cleared by rehabilitating eligible slum dwellers from the said land developed and handed over to MCGM free of cost. The insitu FSI of the said programmer under Garden reservation shall not be claimed unless specific permission from Hon. High Court, Mumbai, in W.P. No. 1152 of 2002 is obtained for utilizing insitu FSI of the said plot area.
- 73. That the demarcation and measurement of Garden reservation original place and relocated place shall be obtained and reservation as in it's original location shall be maintained in it's those than position.
- 74. That the developer shall submit an undertaking stating that the insitu.

 FSI of the non-buildable reservation of P.G. & Garden shall not be utilized unless permission from Hon. High Court is obtained for the saint in W.P. No. 1152 of 2002. An indemnity bond shall be submitted by the developer indemnifying SRA and its staff from litigation, if any, arises in this matter and also costs incurred for the same shall be borne by the developer.
- 75. That the developer shall submit the NOC from the Collector (MSD) for realignment of the boundary of slum plot so as to include vacant portion of Govt. land under college reservation adm. 923.00 sq.mt. in lieu of slum occupied land of same area abutting the developed college reservation shall be obtained before approval of bldg. plans of proposed rehab bldg. situated on the said vacant plot. The area of the said vacant land shall be got measured from CTSO and the same area shall be provided at new location by clearing slum from the said land.

2 TUL ZOM

२०२५

That the mechanical light and ventilation arrangement as per the requirement of Ch. Eng. (M & E) shall be provided for ducts in rehab buildings and remarks from Ch. Eng. (M & E), MCGM, shall be submitted before requesting further CC of rehab buildings.

- 77. That you shall hand over the required nos. of car parking space for college reservation to the User Deptt. Along with buildable reservation of college.
- 78. That you shall submit the report from Geological Engineer and the Soil Investigation Report before requesting CC to the rehab building.
- 79. That you shall obtain concurrence of the Higher Education Deptt. for planning of built up reservation premises, before requesting further C.C. for the college reservation wing.
- 80. That you shall submit the fresh Annexure-III before requesting IOA to 1st rebab building.

That you shall submit the name reservation of society before requesting OA to 1st rehab building.

per circular no. 129, you shall handover the balwadis to Women and bill welfare Dept. Govt of Maharashtra.

That you shall submit NOC from Highway Authority before requesting for plinth C.C. for wing E' of the proposed scheme.

That you shall pay labour welfare cess of one percent of total cost of construction (excluding land cost) before granting C.C

If you are agreeable to all these above conditions, you may submit proposal for approval of plans, consuming full sanctioned F.S.I. separately for each building, in conformity with the Regulation No. 33 (10) of DCR 1991 amended upto date in the office of the undersigned.

Yours faithfully,

Deputy Chief Engineer Slum Rehabilitation Authority

D:\PRT 2012\LOI issued\L\Rahul Nagar LOI conditions.doc

L



SLUM REHABILITATION AUTHORITY

करल - ३ ३८०२) ३०, १८२ २०२५

NO.: SRA/ENG/2313/L/STGL/LOI

Date:

2 2 AUG 2019

REVISED LOI

To,

l. Licensed Surveyor

Shri, Vilas P. Kharche

of M/s. Catapult Realty Consolita 203/204, Orbit plaza, 2nd Floors N Prabhadevi Road, prabhadevi

Mumbai - 400 025

2. Developer

: M/s. Raunak Jigna Associates Laxmi Narayan Residency, Unnati Garden III, Pokhran Rd Prabhakar Kunte Marg, Thane (W

3. Society

: "Rahul Nagar No. 2 SRA CHS Ltd."

Sub: Revised LOI of S. R. Scheme for Proposed Composite Building under S. R. Scheme on plot bearing C.T.S. 126 (pt) of Village- Chembur, at Eastern Express Highway, 'L' Ward Chembur, Mumbai-400 055 for "Rahul Nagar No. 2 SRA CHS Ltd." As per DCPR 2034.

Gentleman,

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

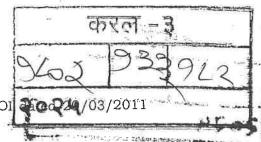
This LOI is issued in continuation with the earlier LOI issued

वरल-३

1. That you shall restrict the built-up area meant for sale in the open market and built area of rehabilitation as per the following scheme

No.	Particulars	As per earlier approved LOI dt.24/07/2012	As per proposed revised LOI
1	Plot area as confirmed by CTSO/DILR	12107.17	12420.20
2	Deduction		
Share works	a) D. P. Road & Road Set Back	1627.48	1627,48
- a-	b). P. G.	160.58	160.58
5.00	c) Garden	339.18	340.00
1 -	d) Appurtenant land for college reservation	605.57	419.60
112	Total Deduction	2733.63	2547.65
10	pot area for calculation of T/D (1-2e)	9373.54	9872.55
ALL DE	Deductible R.G.	NA NA	N.A
All	America as per Reg. 14(A)	B	N.A
6	Addition for FSI purpose		
1	a) P. P. Road & Road Set Back	1627.48	1627,48
Sanda - St.	b) P.d.	160.58	160.58
1	Gerden	340.00	340,00
- N	Appurtenant land for college reservation	605.57	419.60
	Total addition for FSI purpose	2233.05	2547.65
7	Plot area for FSI purpose (3 + 7e)	11606.59	12420.20
8	FSI permissible as per Reg.33(10)(VIII)(3.8) of DCPR 2034 (4.00 or rehab + incentive whichever is	3,00	4.44
	higher)(15/7)		
_	Total BUA permissible (10+14) Rehab BUA	34819.77	55096.11
	Rehab Component	16108.12	21715.06
	LR / RC Ration (44300 / 27500)	24906.51	27816.71 1.61
13	Incentive as per Reg.33(10)(VIII)(3.2)		1.20
14	Sale Component (11 x 1.20 Incentive)	24906.51	33380.05
15	Total BUA Sanctioned (10 + 14)	41014.63	55096.11
	FSI Sanctioned (15/7)	3.533	4.44
16	THE CO. LEWIS CO		
	Sale BUA permissible in-situ (15-10)	18711.65	33380.05

Heal



- 2. All the other conditions mentioned in earlier LOI shall remain intact.
- 3. That the Developer shall ensure compliance of the provisions of building and other construction workers (Regulation and Employment and conditions of service) Act 1966 and submit documentation to that effect in order to comply the various orders Hon'ble Supreme Court of India in IA 127961/2018 in SWM (C) No (S)1/2015.
- 4. That you hall submit Remarks from Solid Waste Management (SWM) Department of MCGM for Medical waste collection on organic waste composter before requesting further CC to sale building under reference and accordingly, complied with the requirement of SWM MCGM on site.

If you are agreeable to all these above conditions, you may submit proposal for approval of plans, consuming sanctioned F.S.I. separately for each building, in conformity with the D.C. Regulation No. 33 (10) in the office of the undersigned.

Yours faithfully

Chief Executive Officer
Slum Rehabilitation Authority

Hon'ble CEO(SRA) has Approved the draft LOI.

करल - 3 १८२ - १९४५ १८२ २०२४

To,

Annexure - "G-2"

LUM REHABILITATION AUTHORITY

5th floor, Griha Nirman Bhavan, Bandra (E) Mumbal - 400 051.

Intimation of Approval under Sub regulation 2.3 of Appendix – IV of D.C.R. No. 33 (10) Dt. 15.10.97 for Brihanmumbal.

No. SRA/ENG/ 2655/L/STGL/AP 2 JAN 2012 COMPGSITE BLDG.

A PARTY OF	Laxel Warayan hesidency.	Road 2	
	With democato your Notice, letter No.	248	dated 23/06/22001 and delivered
	spr defaus a your building at CTS	No.126(pt.)	ons and Description and further particulars 126/6 of Village Chembur at Tastern Express Highway
	ager No. 1 Co.Op. Hsg. Societ	7 (Prop.)'.	that 1-400 071 for Y/e. Rahull
	of construction of the bullding or work prop section 45 of the Maharashtra Regional & Tor	osed to be erecte	d or executed is hereby approved under
	following conditions:		

- A. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE COMMENCEMENT OF THE WORK UPTO PLINTH LEVEL
- A.1) That the Commencement Certificate us/. 44/69 (1) of the MR & TP Act, Shall be obtained before starting the proposed work.
- A.2) That the compound shall be constructed, after getting the plot demarcated from the concerned authority, on all sides of the plot clear of the road side drain without obstructing the flow of rain water from the adjoining holding, to prove possession of holding before starting the work as per D.C. Regulation No. 38 (27)
- A.3) That the structural Engineer shall be appointed, and the Supervision memo as per Appendix XI D.C. Regulation 5(3) (ix) shall be submitted by him.
- A.4) That the Structural design and calculations for the proposed work accounting for system analysis as per relevant I.S. code along with plan shall be submitted before C.C.

करल = ३

Subject to your so modifying your intention as to comply the aforesaid mention meet by requirements. You will be at liberty to proceed with the said building on work at anytime before the 200 but not so as to contravene any of the provisions of day of the said Act as amended as aforesaid or any rule, regulations of bye-law made under that Act at the time in force. Your attention is drawn to the special Instructions and Notes accompanying this Intimation of Approval The second of th Executive Engineer SPECIAL INSTRUCTIONS and the first ser IN CASE OF PRIVATE PLOTS THIS INTIMATION OF APPROVAL GIVES TO BUILD UPON LAND WHICH IS NOT YOUR PROPERTY. (2) Under Section 151 & 152 of M.R & T.P. Act 1966, as amended the Chief Officer, Slum Rehabilitation Authority has empowered the Chief Engine Executive Engineer (S.R.A.) to exercise, perform and discharge the powers, duties and conferred and imposed upon and vested in the C.E.O. (S.R.A.) by section of the said A Proposed date of commencement of work should be communicated to this office. THE CONTRACTOR OF STREET OF STREET OF STREET One more copy of the block plan should be submitted to the Collector, Mumbai-(4) Mumbai Suburbs District as the case may be. to produce the first of the second of the se Necessary permission for Non-agricultural use of the land shall be obtained from the Gollector, Mumbai / Mumbai Suburban District before the work is started. The Nonagricultural assessment shall be paid at the rate that may be fixed by the Collector, under the Land Revenue Code and Rules thereunder.

With a transform

To the second that the second is

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

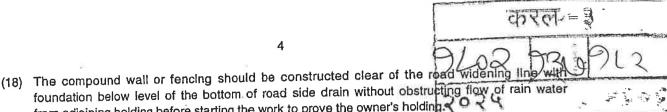
1. 1. N

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

(16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.

Completion Certificate.

(17) The surrounding open spaces around the building should be consolidated in concrete having broken glass pieces at the rate of 0.125 cubic metres per 10 Sq.Mtrs below pavement.



- foundation below level of the bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding 202
- (19) No work should be started unless the existing structures or proposed to be demolished are demolished.
- (20) If It is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plans should not be taken up in hand unless the Chief Engineer [SRA] is satisfied with the following:
 - Specific plans in respect of evicting or rehousing the existing tenants on your plot stating their (i) number and the area in occupation of each.
 - Specifically signed agreement between you and the existing tenants that they are willing to (ii) avail for the alternative accomodation in the proposed structure.
 - Plans showing the phase programme of construction has to be duly approved by before starting the work so as not to contravene at any stage of construction, the Control Rules regarding open spaces, light and ventilation of existing structure
- In case of additional floor no work should be started during monsoon which to water leakage and consequent nuisance to the tenants staying on the floor below
- The bottom of the over head storage work above the finished level of the be more than 1 metre.
- The work should not be started above first floor level unless the No Object from the Civil Aviation Authorities, where necessary, is obtained.
- (24) It is to be understood that the foundations must be excavated down to hard soil.
- (25) The positions of the nahanis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing from the Chief Executive Officer of Slum Rehabilitation Authority.
- (27) All gully traps and open channel shall be provided with right fitting mosquito proof covers as per relevant I. S. specifications.
- No broken bottle should be fixed over boundary walls. The prohibition refers only to broken bottles & not to the use of plains glass for coping over compound wall.
- If the proposed addition is intended to be carried out on old foundations and structures, you will do so at your own risk.

tive Engineers, (S.R.A.)

करल - 3 ska/eng/2655/L/stgl/ap

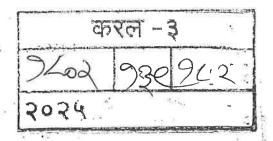
5/20 5 The Community plinth height shall be 30,00cm above the supporting ground level or in areas subject to flooding the height of plinth shall be at least 60,00cm, above the high plinth level.

- 6. That the low lying plot shall be filled up to a reduced level of attenst 92 T.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders etc. and shall be leveled, rolled, consolidated and sloped towards road.
- 7. That the regular/sanctioned/proposed lines and reservation shall be got demarcated at site through A.E. Survey / E.E. (T & C)/E.E.(D.P.) of M.C.G.M / D.I.L.R. before applying for C.C.

The the drainage layout shall be submitted & got approved and the drainage work shall be executed in accordance with the requirements of the vec.G.M.

fat the certified true copy of the agreements with the photographs of less 40% eligible slum dwellers and general body resolution of the context shall be submitted before C.C.

- that the existing structure proposed to be demolished shall be demolished with necessary phase programme with agreement of affected slum dweller shall be submitted and got approved before C.C.
- 11. That the Registered site supervisor through Architects/Structural Engineer shall be appointed before applying for C.C. & quarterly report from the site supervisor shall be submitted through the Architect / Structural Engineer certifying the quality of the construction work carried out at various stages of the work or whenever demanded by the Executive Engineer (SRA).
- 12. That the requisite premiums / deposits as per Circular No.7 wide SRA/1372/dated 25-11-97 etc. shall be paid before C.C.
- 13. The lease agreement with Govt. of Maharashtra/Collector(MSD) shall be got executed before asking for C.C. for sale building or O.C. to rehab bldg., whichever is earlier, and the copy shall be submitted to this office.
- 14. That the conditions of letter of Intent issued u/no.SRA/ENG/2313/ L/STGL/LOI dated 29.03.2011 shall be complied with at appropriate stages.



SRA/ENG/2655/L/STGL/AP

- That no construction work shall be allowed to start on the site 15. unless labour insurance is taken out for the concerned labours to The compliance of same shall be cover the compensation. intimated to this office.
- That the Indemnity bond indemnifying bond indemnifying the CEO (S.R.A.) and his staff for damages, risks, accidents, Etc. shall be submitted. An undertaking regarding no nuisance caused to the occupiers shall also be submitted before requesting for C.C.
- That the development charges as per MRTP Act shall be pay issue of plinth C.C.
- That the Reg. u/t. in prescribed Proforma agreeing to excess area if constructed beyond permissible F submitted before C.C. D. Karry Highlia
- That you shall obtain the permission for construction temporary transit accommodation from the office of the SEO (SRA) alongwith the phased development programme and the ist of the eligible stum dwellers shifted in the transit camp with a ne ef-their displacement from their existing huts shall be cubmitted before asking C.C. for rehab building.
- That the Registered Undertaking from the Developer as well as Society strall se submitted for the fellowing:
- 'i) : ... Not misusing part turrace
 - Not misusing part stilt
- guiii). Demolish the excess area if constructed beyond permissible F.S.I.
- 21. That ye shall appoint Thire Party Quality Auditor with prior approval of Dy.Ch.Eng.(SRA)/E.E.(SRA) for supervision of S.R. Scheme.

- 1 5 年 新原 声,还不连,两人。

That you shall appoint the Project Management Conscitant with 22. prior approval of Dy.Ch. Eng(SRA)/E.E.(SRA) for the scheme and P.M.C. shall submit quarterly report to the Slum Rehabilitation Authority during the progress of the work.

e 498 galv e

eta i e i e e 23. The year shall pay maintenance deposit amounting to Rs. 1,24,00,001/-rat the rate of Rs. 20,000/- per tenement as decided by the authority from time to time. The infrastructure charges amounting to Rs. 1,80,91,240/- at the rate of Rs. 560/- per

sq.mtr. shall be paid.

करल -३ sra/eng/2655/L/stgl/ap

2024

D:\I:NB\Jadha\\2U11\IOA Rahu Nagar.doc

That you shall submit the NOCs and final compliance, as applicable from the following concerned authority.

1. A.A. & C. L Ward

2. ILE.

3. C.F.O. NOC

4.P.C.O.

25. That you shall submit the phasewise programme for development of infrastructure works, reservations, amenities, etc. in the layout while approving the layout and same shall be developed accordingly.

That you shall not reduce front open space less than 2.5 mtr. at any floor level due to proposed elevation features.

hat you shall submit the G.B.R. for high rise rehab bldg.

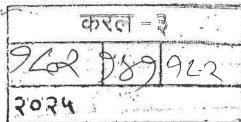
you shall obtain the vetting of structural design before requesting C.C.

The Structural designs and the quality of materials and originanship shall be strictly as per conditions laid down in Repulation 45 of DCR 1991 amended up to date.

That you shall submit the P.R. Card with area mentioned in words duly certified by Superintendent of Land Records for malgamated/sub-divided plots before obtaining C.C. for last 25% of built up area.

- 31. That you shall get the plot boundaries demarca ed from Concerned Officer before starting the work as per F.C. Regulation No. 38 (27), prior to commencing the building work and the compound wall shall be constructed on all sides of the plot clear of the road side drain without obstructing flow of rain water from adjoining holding, to prove possession of holding in phase programme as per removal/cleaning of structures on plot before requesting C.C of composite building.
- 32. As per Circular No. 105, it is mandatory to obtain NOC from Dy. Collector (SRA) for the following:
- i) The developer has to issue a letter to individual non-eligible slum dwellers thereby informing that "individual non-eligible slum dwellers have to submit their appeal to the Appellate Authority within 90 days from the receipt of the letter from the developer and obtain acknowledgement from individual slum dwellers".

SRA/ENG/2655/L/STGL/AP



- ii) The individual non-eligible slum dwellers have to apply within the days from the date of receipt of the letter from the developer regarding their appeal to the Competent Authority, for deciding their eligibility in the S.R. Scheme.
- 33. As per the Circular No. 108, the developer shall have to maintain the reliab building for a period of 3 years from the date of granting occupation to the rehab bldg.
- 34. That you shall submit structural design and submit structural design and submit structural design and submit structural be set vettod. The registered structural consultant before issuing plinth of set of the building.
 - 35. As per the Circular No. 108, the developer shall have to the rehab building for a period of 3 years from the date occupation to the rehab bldg.
 - 36: The developer shall submit prior environmental clearance from Ministry of Environment & Forest (MOEF) as per the notification no. SO-1533 (E) did. 14-9-2006 for the scheme with total ectual, area to be constructed on site having more than 20000 square.
- 37. That the developer shall submit an undertaking stating that the insitu FSI of the non-buildable reservation of P.G. & Garden shall not be utilized unless permission from Ho. High Court is obtained for the same in W.F. No. 1152 of 2002. An indemnity bond shall be submitted by the developer indemnifying SRA and its staff from litigation, if any arises in this matter and also costs incurred for the same shall be borne by the developer.
 - 38. As per Circular No. 130, cess of one percent of total cost of construction (excluding land cost) shall be paid before grant of C.C.
- B. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE FURTHER C.C. OF SUPER STRUCTURE:-
- That a plan showing the dimensions of the plinth and the available open spaces certified by the Architect shall be submitted and the same shall be got checked from the Sub. Engineer (SRA)
- 2. That the stability certificate for work carried out upto plinth level/stilt-level shall be submitted from the Lic. Structural Engineer

करल -3 SRA/ENG/2655/L/STGL/AP

Thu De and Of construction work of bldg, shall be strictly monitored by consecuted Architect, Sile Supervisor, Structural Engineer, Third Party 2024 Quality Auditor and periodical report, stage wise on quality of work carried out shall be submitted by Architect with test result.

- 4. That you shall restrict the BUA meant for sale in the open market & BUA of rehabilitation as per the scheme parameters.
- 5. That separate P.R. Cards in words duly certified by Superintendent of Land Records for D.P. road / set back / D.P. reservation/net plot shall be obtained and submitted.

Phat you shall submit the remarks from the concerned department of MCGM for planning & requirement of MCGM for proposed 18.30 mt. Road and shall hand over it to MCGM duly developed at free of hall submit the separate P. R. Card showing name of MCGM on mutation entry to last 25% sale component in the Scheme.

be handed over to MCGM, free of cost, by clearing/le nolishing the handed over to MCGM, free of cost, by clearing/le nolishing the block thereon and in-situ FSI in lieu of the said plot area index to reservation shall not be claimed unless specific permission from the high Court, Mumbai, in Writ Petition No. 1152 of 2002 is obtained for utilizing in-situ FSI of the said plot area.

- 8. That the D.P. reservation of Garden adm. 340.00 sq.mt. shall be cleared by rehabilitating eligible slum dwellers from the said land developed and handed over to MCGM free of cost. The in-situ FSI of the said plot area under Garden reservation shall not be claimed unless specific permission from Hon. High Court, Mumbai, in W.P. No. 1152 of 2002 is obtained for utilizing in-situ FSI of the said plot area.
- 9. That the demarcation and measurement of Garden reservation in it's original place and relocated place shall be obtained and area of reservation as in it's original location shall be maintained in it's relocated position.
- 10. That the mechanical light and ventilation arrangement as per the requirement of Ch. Eng. (M & E) shall be provided for ducts in rehab buildings, and rem. rks: f. im Ch. Eng. (M & E), MCGM, shall be submitted.
- That you shall submit the consent for planning of the College Building from the user deptt. i.e. Higher and Technical Education Deptt., Govt. of Maharashtra.

D:\f:NB\Jadhav\2014\IDA-Rahul Nagar:doc

करल - ३ २०२५ १०२५

SRA/ENG/2655/L/STGL/AP

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

- 1) That the slope of drains shall be laid internally with C.I. pipes.
- 2) That 106 nos. of tenements for P.A.P. with carpet area each of 25.00sq:mtr. as per letter of intent under reference No. SRA/Eng/2313/L/STGL/LOI dated 29.03.2011 shall be handed over to the last rehabilitation building in the layout.
- That the specifications for layout access/D.P. Road/schools shall be obtained from E.E. (Road construction) & E. (Syan) access/setback road shall be constructed in W.B.M./peop starting the construction work. And the access and setback at Sh. De developing accordingly including providing streetlights. At D. The completion certificate shall be obtained from E.E. (F. C. 15, E. (D. 15) before submitting building completion certificate.
- 4) That the dustbin shall be provide as per requirement of this on
 - 5) That carriage entrance over existing SWD shall be providing and compensation for same shall be paid before requesting occupation.
 - 6) That the surface drainage arrangement shall be provided in consultation with E.E.(SWD) or as per his remarks and a completion certificate shall be obtained and submitted before applying for the occupation certificate B.C.C.
 - 7) That the requirements from the M.T.N.L./Reliance Energy/Concerned electric supply Co. shall be obtained and complied with before asking occupation permission.
- '8)' That the Architect shall submit the debris removal certificate before requesting for occupation permission.
- 9) That 10'-0" wide paved pathway up to staircase shall be provide.
- 10) That the surrounding open spaces, parking spaces and terrace shall be kept open and unbuilt upon and shall be leveled and developed before requesting to grant permission to occupy the building or submitted the B.C.C. whichever is earlier.
- 11) That the name plate/board showing Plot No., Name of the Bldg. etc. shall be displayed at a prominent place.

२०२५

 That the completion certificate of E.E.T.C. & E.E.(SWD) shall be obtained and submitted before applying for occupation/B.C.C.

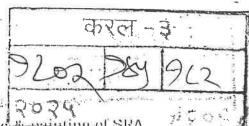
- 13) That the N.O.C. from Inspector of Lifts, P.W.D., Maharashtra shall be obtained and submitted to this office.
- 14) That the drainage completion certificate from E.E.(S.P.) (P&D) for provision of septic tank/soak pit shall be submitted.
- 15) All the conditions of Letter of Intent shall be complied with before
- 6) That all the eligible slum dwellers shall have to be rehabilitated as per the prevalent certified Annexure-II issued by Competent Authority before requesting occupation certificate for sale component in composite bldg.
 - that sability Certificate from Structural Engineer in prescribed Performe 'D' along with the final plan mounted canvas should be submitted.
 - The Building Completion Certificate in prescribed Performa Certificate work carried out as per specification shall be submitted.
- 19) That the single separate P.R. Cards for the sub-divided plots shall be submitted.
- 20) That layout R.G. shall be developed as per D.C. Regulation, 1991.
- 21) That the N.O.C. from the A.A.& C. L Ward shall be obtained and the requisitions, if any shall be complied with before O.C.C.
- 22) That extra water and sewerage charges shall be paid to A.E.W.W. L Ward of M.C.G.M. before O.C.C.
- 23) That the list of slum dweller to be accommodated in the building shall be submitted in duplicate before submitting BCC.
- 24) That completion certificate from C.F.O. shall be submitted.
- 25) That the provision of Rain Water Harvesting as per the design prepared by the approved consultants in the field shall be made before asking occupation of sale component of composite building.

aller and a few and a few and a second

o Too Table 18 th Boundary and the second of the

O.\fr\B\ledhav\2011\10\n xabul.wagar.doc

SRA/ENG/2655/L/STGL/AP



- 26) That you shall display bilingual sign boards on site a painting of SRA logo on rehab bldgs. As per circular no.SRA/Admn/Circular No 64/569/2004 dated 14.10.2004.
- 27) That you shall have to maintain the rehab building for a period of 3 years from the date of granting occupation to the rehab bldg. The security deposit / bank guarantee deposited with the SRA will be released thereafter.
- 28) That the developer shall submit the final completion certified Ch. Eng. (M&E), MCGM, for artificial light and ventilation for internal ducts and basement.
- 29) That the developer shall execute tri-partite Register of a vector between Developer, Society & Lift Supplying Co. or main of for comprehensive maintenance of the electro mechanisms such as water pumps, lifts, etc. for a period of ten years from of issue of Occupation Certificate to the Rehabilitation / Composite building. Entire cost shall be borne by the developer and copy of the registered agreement shall be submitted to S.R.A for record.
- 31) That the fresh lease agreement with State Govt. shall be got executed before asking for C.C. for sale building or O.C. to rehabilities, whichever is earlier, and the copy shall be submitted to this office.
- D. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE B.C.C.
- That certificate under Section 270A of B.M.C. Act. shall be obtained from H.E.'s department regarding adequacy of water supply.
- 2) That you shall have to maintain the rehab wing for a period of 3 years from the date of granting occupation to the rehab bldg.
- 3) That you shall have to maintain the electro mechanical systems such as water pumps, lifts, etc. for a period of ten years from the date of issue of Occupation Certificate to the Rehabilitation / Composite building.

NOTES:

That C.C. for sale building shall be controlled in a phasewise manner as decided by CEO (SRA) in proportion with the actual work of rehabilitation component as per Circular No. 98 & 104.

करल - ३

960 TOE 912 SRA/ENG/2655/L/STGL/AP

२०२५

That no occupation permission of any of the safe wing/sale building/sale area shall be considered until Occupation Certificate for equivalent Rehabilitation area is granted.

3. That CEO (SRA) reserves right to add or amend or delete some of the above mentioned conditions if required, during execution of Shun Rehabilitation Scheme.



Executive Engineer Slum Rehabilitation Authority

Green or and the state of the s

and a second



करल - ३

SLUM REHABILITATION AUTHO

STGL/AP No: SRA/ENG

To. Shri Vilas P. Kharche, M/s. Catapult Realty Consultants, 202-203, 2nd floor, Orbit Plaza, New Prabhadevi Road, Prabhadevi, Dadar (West), Mumbai - 400 025.

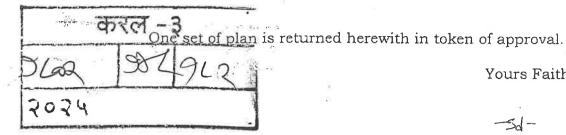
Sub: Amended Plan for Proposed Composite Building under on plot bearing C.T.S. 126 (pt) of Village Chemby Express Highway, 'L' Ward Chembur, Mumbai-400 p5 Nagar No. 2 SRA CHS (Prop)".

Sir,

With reference to above, the amended plans submitted by your Rehab building are hereby approved by this office subject conditions.

- Revised conditions SRA/ENG/2313/L/STGL/LOI dated 24/12/2012 shall be with.
- 2. That conditions of IOA under no. SRA/ENG/2655/L/STGL/AP dated 02/01/2012 & Amended IOA dated 22/12/2016 shall be complied with.
- 3. That the revised drainage approval shall be obtained for proposed amended plans.
- That the revised R.C.C. design & calculation as per present amended plans shall be submitted before asking C.C.
- 5. That the work shall not be carried out between 10 pm to 6 am, only in accordance with Rule 5A(3) of Noise pollution (Regulation of Control) Rules 2000 and the permission of Notification issued by Ministry of Environment of Forest Department.

Administrative Building, Anant Kanekar Marg, Bandra(E), Mumbai- 400051 Tel.: 022-26565800/26590405/1879 Fax: 91-22-26590457 Website: <u>www.sra.gov.in</u> Email: info@sra.gov.in



Yours Faithfully,

Executive Engineer - II. Slum Rehabilitation Authority.

eveloper - M/s. Raunak Jigna Associates.

Societies - "Rahul Nagar No. 2 SRA CHS (Prop)".

3) Assistant Municipal Commissioner 'L' Ward.

4) A.E.W.W. 'L' Ward.

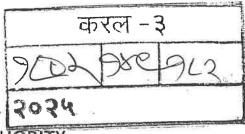
5) A.A. & C. 'L' Ward.

6) H.E. of MCGM

For Information please.

Executive Engineer - II. Slum Rehabilitation Authority.





SLUM REHABILITATION AUTHORITY

No: SRA/ENG/2655/L/STGL/AP

3 0 AUG 2019

Date:

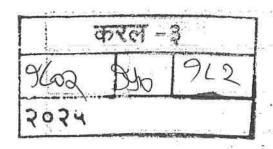
To,
Shri Vilas P. Kharche,
M/s. Catapult Realty Consultants,
202-203, 2nd floor, Orbit Plaza,
New Prabhadevi Road, Prabhadevi, Dadar (West),
Mumbai - 400 025.

Sub: Amended Plan for Proposed composite Building under Son plot bearing C.T.S. 126 (pt) of Village Chembur, Express Highway, 'L' Ward Chembur, Mumbai - 400 03 Nagar No. 2 SRA CHS LTD".

Sir,

With reference to above, the amended plans submitted by you look Rehab building are hereby approved by this office subject to following conditions.

- 1. That conditions of Revised LOI under no SRA/ENG/2313/L/STGL/LOI dated 24/07/2012 & Revised LOI dated 22/08/2019 shall be complied with.
- 2. That conditions of IOA under no. SRA/ENG/2655/L/STGL/AP dated 02/01/2012 & Amended IOA dated 11/06/2018 shall be complied with.
- 3. That the revised drainage approval shall be obtained for proposed amended plans.
- 4. That the revised R.C.C. design & calculation as per present amended plans shall be submitted before asking F.C.C as per plans.



5. That C.C. for sale wing-E & sub-wing E1 admeasuring area of 18,776 sq.mtr. Area shall be released after submission of concurrence of Higher & Technical Education Department.

One set of plan is returned herewith in token of approval.

Yours Faithfully,

-5d-

Executive Engineer – E.S. Slum Rehabilitation Authority.

Developer - M/s. Raunak Jigna Associates

- 2) Societies M/s. Rahul Nagar" No. 2 SRA CHS LTD.
- 3) Assistant Municipal Commissioner L Ward.
- 4) A.E.W.W. L Ward.
- 5) A.A. & C. L Ward.
- 6) H.E. of MCGM

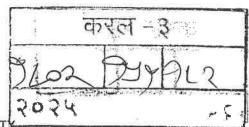
For Information please.

Executive Engineer –E.S. Slum Rehabilitation Authority.

Annexure - "G-2A"







No. SRA/ENG/2655/L/STGL/AP Date: NOV 2009

To, M/s. Catapuit Realty Consultants, 203 & 204, 2nd floor, Orbit Plaza, New Prabhadevi Road, Prabhadevi, Dadar, Mumbai – 400 025.

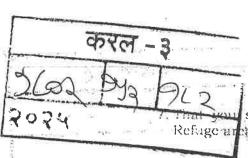
Sub: Amended IOA for Residential Sale wing "E" of composited in the proposed S. R. Scheme on plot bearing C. T. S. No. of Village-Chembur, Taluka – Kural at Eastern Express "E" ward, Chembur, Mumbai-400 055 for "Rahul Nagar CHS (prop)."

Ref : Your letter dated dtd. 06/08/2021

Gentleman,

With reference to the above, the amended plans submitted by you for the Sale wing "E" and College sub wing "E-1" comprising of Ground + Stilt floor + Ground and 1st floor Commercial + 2nd to 30th upper floor are hereby approved by this office subject to following conditions.

- 1. That all the conditions mentioned in LOI & Revised LOI & IOA and amended IOA shall be complied with.
- 2. That the proposed changes shall be shown on canvas mounted plans to be submitted at the time of O.C.C./B.C.C.
- 3. That the revised RCC design & calculations as per present amended plans shall be submitted.
- 4. That the work shall not be carried out between 10.00 PM to 6.00 AM only in accordance with Rule 5A (3) of Noise Pollution (Regulation & Control) Rules 2000 & the provisions of Notification issued by Ministry of Environment & Forest Department.
- That you shall submit the concurrence from Higher Education and Technical Department for buildable reservation of RE 1.2 before further CC of Sale wing "E".
- That you shall submit the NOC from E.E.(M & E)for inadequate size of inner chowkbefore further CC of Sale Wing "E".



That you shall submit the NOC from CFO regarding open spaces, Refuge area, Travel Distance, Ed & FD in Residential Sale wing "E".

Yours faithfully,

Executive Engineer -V
Slum Rehabilitation Authority

Copy to:

Developers: M/s. Raunak Jigna Associates

2 Asst. M.C., 'L' Ward.

3. . A.A. & C. 'L' Ward.

Executive Engineer -V
Slum Rehabilitation Authority



Annexure - "G-3"



SLUM REHABILITATION AUTHORITY

Administrative Building, Anant Kanekar Marg, Bandra (East), Mumbar 400 MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1965 (FORM "A")

No. SRA/ENG/2655/L/STGL/AP 12 JUN 2015

COMMENCEMENT CERTIFICATE

COMPOSITE BLDG.

M/s. Raunak Jigna Associates, Laxmi Warzyan Residency, Unnati Garden III, Pokhran Road 2, Prabhakar Kunte Marg, Ihane (W). Sir. 248 23/06/201 for Dave With reference to your application No. dated Permission and grant of Commencement Certificate under section 44 & 69 of the Maharashtra Town Planning Act, 1966 to carry out development and building permission under section 45 of Ma Regional and Town Planning Act, 1966 to erect a building on plot No. C.TS.No. 126(pt.), 126/6 Chembur of vilage Situated at Taluka Kurla, MSD., Eastern L. Ward of MCGM, Mumbai-71 for Rahul Sion Chunabhatti, Co. Che Connection Confidence of mention SRA/ENG/2313/L/STGL/LOI IDA U/R No. SRA/ENG/2655/L/STGL/AP and on following conditions. The land vacated in consequence of endorsement of the setback line/road widening line shall forth part of the Public Street.

That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted thereof to be used by any reason until occupancy permission has been granted.

The Commencement Certificate/Development permission shall remain valid for one year from the date of its issue. However the construction work should be commenced within three months from the date of its issue.

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.

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 lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.

This Certificate is liable to be revoked by the C.E.O. (SRA) if :-(a) The development work in respect of which permission is granted under this certificate is not carried

out or the use thereof is not in accordance with the sanctioned plans, Any of the condition subject to which the same is granted or any of the restrictions imposed by

the C.E.O. (SRA) is contravened or not complied with.

The C.E.O. (SRA) is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him to such an event shall be deemed to have carried out the development work in contravention of section 43 and 45 of the Maharashtra Regional and Town Planning Act, 1966.

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.

SHRI P.B. BANDGAR The C.E.O. (SRA) has appointed ___

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

This C.C. is granted for work up to plinth for proposed Composite Bldg. excluding rehab wing A part of the rehab wing B consisting 2 tenements per floor at North East Corner of the said wing 'B' and part of the basement beneath and adjacent to it, marked as For and on behalf of Local Authority beneath and adjacent to it; marked as A-B-C-D-E-F-G-H-I-J-K-L-M-N-O-P-Q-R-S-T-The Slum Rehabilitation Authority U-V-W-X-Y-K on plan at page 1241. Executive Engineer (SRA)(E.S.)

CHIEF EXECUTIVE OFFICER (SLUM REHABILITATION AUTHORITY) SRA ENG 2655 STGL NP. 26 DEC 2016

SRATENAI 2655 STGL NP. 2655 STGL NP.

Slum Rehabilitation Authority

SRA | enot 2655 | 1 STGL APP 1 OCT 2017

Plis C.C. is re-endorsed wisto plinth for remaining part of the Composite Bidgie C.C. upto plinth for entire rehab wing - A & remaining part of rehab wing - B as marked on plans at page - 1241 as per amended plans approved on 22/12/2016, i.e. C.C. upto plinth for entire composite Building.

Executive Engineer

Slum Rehabilitation Authority

SPA/ENG/2655/L/STGL/AP 172 JUN 2018 is re-endorsed as per approved

plans dated 11/06/2018

Executive Engineer
Slum Rehabilitation Authority

1 9 SEP 2019

SRA LENG / 2655 / LISTGL / AP

This C.C. is te-endotted as pet appeared amended plans dated 30/08/2019.

Executive Engineer
Slum Rehabilitation Authority

Slum Rehabilitation Authority

SRA / ENG/ 2655/1/STGL/AP 2 8 JAN 2021.

This c.C. is se-endossed as per appeared amended plans dated 19/01/2021.

Executive Engineer
Slum Rehabilitation Authority

SRA/ENG/2655/L/STGL/AP 2 2

2 2 MAR 2021

Full C.C is granted from Ground to 21st (pt) upper floors with lift machine room and OHWT of height 68.70 mrt for Rehab wing A.B & C as ger approved amended plan dtd. 27.07.2012.

Executive Ergineer
Slum Rehabilitation Authority

2024

SRA/ENG/2655/L/STGL/AP

कारताहरू हैं। इस्टेक्ट्रिक स्टब्स्स

Further C.C. for wing 'D' is granted from Ground to 30th upper floors to the height of 92.85mtr. for R.C.C. Werk only as per approved amended plan dated 19/01/202th Tible box And drive 19613

SRA/ENG/2655/L/STBL/AP

n S. h. Scheme as dur supravad ambaded plan dailyd 22/42/2023-

17 NOV 202

Sium Rehabilita

wing 'E' and college reservation sub wing 'E' as per approved a angle retners two less to a feet as per approved a amended plans dated. 16/11/2021.

Executive Engineer Slum Rehabilitation Authority

SRA/ENG/2655/L/STGL/AP

1 JUL 2022

This C.C. is re-endersed of Rehab Wing 'A', 'B' & 'C' of Composite Building as per last approved amended plan dtd. 11/07/2022.

Executive Engineer
Slum Rehabilitation Authority

SRA/ENG/2655/L/STGL/AP 11 AUG 2022

This C.C is re-endersed for sale wing "D" & "E" along with college reservation wing "E-1 as per approved amended plan dated 10-08-2022.

Executive Engineer
Slum Rehabilitation Authority

SRA/ENG/2655/L/STGL/AP

This C.C. is re-endorsed for composite building (3 level basement, Rehab Wing A, B & C from Ground to 21st (pt) upper floor, sale wing 'D' from Ground to 29th upper floor, plinth G.C., for sale wing 'E') as per approved amended plan dated 22/12/2023.

Slum Rehabilitation Authority to Adic . . Andre 25 <u>. . . . S</u>ein

SRA/ENG/2655/L/STGL/AP

10 - 12 1-0.72 1-021 Concrete Contract of SV-2024. vin This further C.C. is granted from 21st (pt) to 24th upper fleer with LMR and OHWT fer Rehab wing 1.e. wing A B & C er composite building in S. R. Scheme as per approved amended plan dated 22/12/2023-

> Slum Rehabilitation Authority Brihanmumbai

SBA/ENG/2655/L/STGL/AP - 3 0 OCT 2024

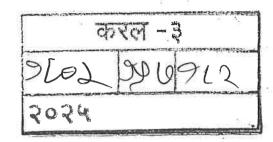
This C.C is re-endersed as per approved amended plans ted 28/10/2024.

Executive Engineer Sioni Rehabilitation Authority Ilum Rehabilitation Authority Prinanmumbai



Ref no. CRF243492980040 December 26, 2024

To. Raunak Jigna Associates 26, 3rd floor, Kilachand Building, 298, Princess Street, Marine Lines, Mumbai 400002



Dear Sir(s) / Madam,

Sub: Financial assistance by way of Rupee Term Loan: Not exceeding Rs.1,600.0 million ("RTL"), Overdraft Facility: Not exceeding Rs.100.0 million ("OD") as sub limit of RTL, granted to Raunak Jigna Associates, by ICICI Bank Limited.

ICICI Bank Limited ("ICICI Bank") refers to the Rupee Term Loan: Not Rs.1,600.0 million ("RTL"), Overdraft Facility: Not exceeding Rs.100.0 million sub limit of RTL vide facility no. 520003430003001 (hereinafter ref "Facility") granted to Raunak Jigna Associates ("Borrower") towards

1. Towards part financing the balance cost of the Project.

2. Towards Transaction related expenses.

We hereby to confirm that the Facility disbursed to you has been fully repaid no dues outstanding against above mentioned Facility.

We appreciate your relationship with ICICI Bank. We look forward to more opportunities of working with you in the future.

Yours faithfully,

For ICICI Bank Limited

(Authorized Signatory)



ICICI Bank Limited Ground Floor, Lok Centre Corporate Park, Near Lemon Tice Premier Hotel, Marol Maroshi Road, Andheri (E), Mumbai - 400 059, Website www.icicibank.com Mahorashtra, India.

CIN L65190GJ1994PLC021017

Regd. Office | ICICI Bank Tower, Near Charli Circle, Old Padra Road, Vadodara 390 007, India

Corp. Office

ICICI Bonk Towers, Bandra-Kirila Complex, Mumbai 400051, India

960 94942 2024

Annexure - "G-4"



Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number : P51800033269

Project: RAUNAK CENTRUM - A , Plot Bearing / CTS / Survey / Final Plot No.:126/P 126/6 at Kurla, Mumbai Suburban, 400022;

Raunak Jigna Associates having its registered office / principal place of business at Tehsil: Mumbai, District:

registration is granted subject to the following conditions, namely:-

parmoter shall enter into an agreement for sale with the allottees;

The premoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottee, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;

The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be the nationed in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;

OR

That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

- The Registration shall be valid for a period commencing from 10/02/2022 and ending with 31/12/2028 unless/ renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- That the promoter shall take all the pending approvals from the competent authorities
- 3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under

Signature valid Digitally Signed by Dr. Vaşant Premanand Prebhu (Secreary, MahaRERA) Date:10-02-2022 12:18:55

Dated: 10/02/2022 Place: Mumbai Signature and seal of the Authorized Officer Maharashtra Real Estate Regulatory Authority



Ref No: ARK/RAUNAK CENTRUM/APRIL/2022

TO WHOMSOEVER IT MAY CONCERN

This is to certify that the building A of the proposed residential project Centrum' on plot bearing S. No. 126/(P), 126/6(P) at village Chembur, Tiple district Mumbai as per sanctioned drawings and as per agreement are the contract of the proposed residential project.

	Building .nos. as per Sanctioned	Building Nos. as per agreement
	drawings SRA/ENG/2655/L/STGL/AP,	The state of the s
	Dated 16/11/2021.	STATE STATE OF STATE
×	Building No. 'E'	Building No. 'A'

However, hence forth the building Nos. to be referred as per agreement vide No. SRA/ENG/2655/L/STGL/AP, dated * 16/11/2021 & not as mentioned on sanctioned drawings.

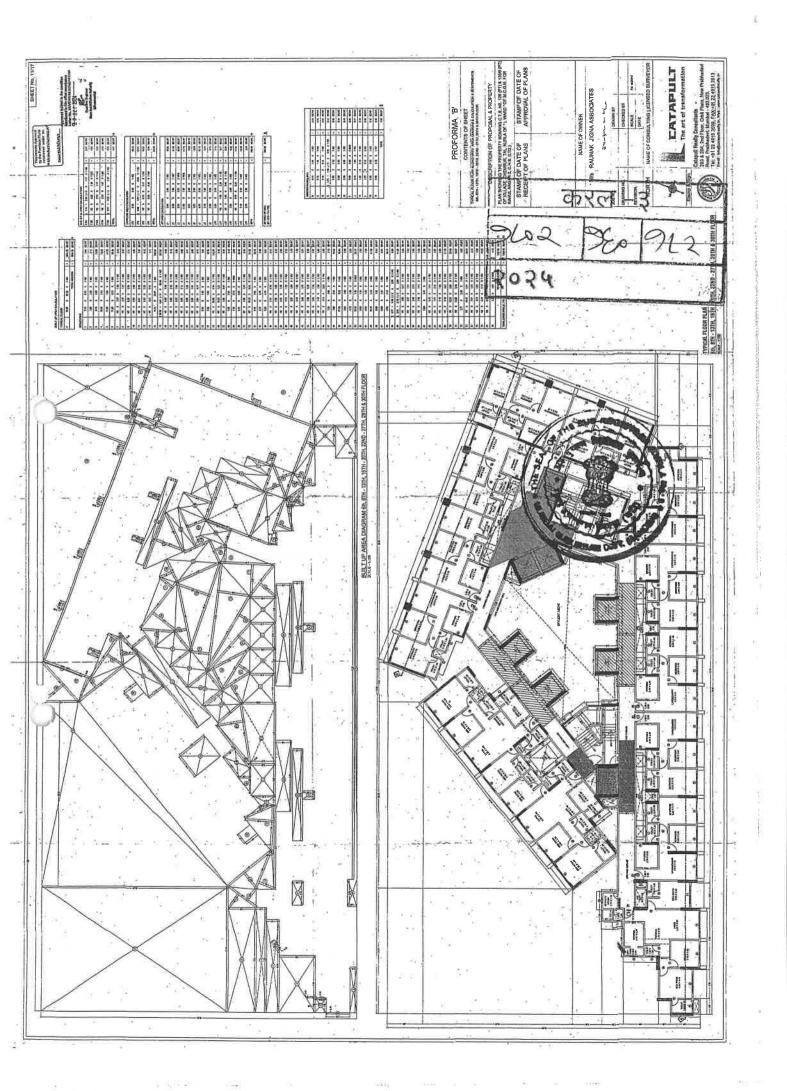
CERTIFIED FOR,

REZA-KABUL ARCHITECTS PVT. LTD.

Ar. MANGESH RANE

DIRECTOR

April 11, 2022





CHALLAN MTR Form Number-6



GRN MH014896439202425P BARCODE	TO CONTRACT TO THE PARTY OF THE	Date	23/01/2025-16:25:27	Form ID 25.2		
Department Inspector General Of Registration	30 5 30 00 6	Payer Details				
Stamp Duty	TAX ID / TAN	(If Any)				
Type of Payment	PAN No.(If App	plicable)	AAAAR8435K			
Office Name KRL3_JT SUB REGISTRAR KURLA NO 3	Full Name		RAUNAK JIGNA ASSO	CIATES		
Location MUMBAI						
Year . 2024-2025 One Time	Flat/Block No).	2211 22 ND FLOOR	, A BUILDING ,RAUNAK		
¥	Premises/Bui	ilding	CENTRUM			
Account Head Details Amount In	ı Rs.		K	10 E		
0030045501 Stamp Duty 92360	00.00 Road/Street	0	RAHUL NAGAR 2, SIO	N TROMBAY ROAD		
002 301 Registration Fee 3000	00.00 Area/Locality	,	MUMBAI	2		
	Town/City/Dis	strict		90 90		
4	PIN	E.	4	0 0 0 7 1		
THE SUB-REGISTRE	Remarks (If A	Any)		•		
of Con maine	PAN2=AVWP	46236D-	Second Party Name = MAN	3 ^{UL}		
DEFACEO E	AWASTHI~CA	AWASTHI-CA=15392190				
	-	251	of Line	962		
953600.00		२०	२५			
FFACEO	Amount In	Nine Lal	th Fifty Three Thousand	Six Hundred Rupees		
Total 9,53,6	00.00 Words	Only				
Payment Details STATE BANK OF INDIA		F	OR USE IN RECEIVING	BANK		
Cheque-DD Details	Bank CIN F	Ref. No.	100005020250123074	9728951575023		
Cheque/DD No.	Bank Date F	RBI Date	23/01/2025-16:25:42	Not Verified with RBI		
Name of Bank	Bank-Branch		STATE BANK OF INC)IA		
Name of Branch	Scroll No., Da	ate	Not Verified with Scro	Scroll No. , Date Not Verified with Scroll		

Department ID : Mobile No. : 9769963389 NOTE:-This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सँदर चलन केवळ दुय्यम निबंधक कार्यालयात नोदंणी करावयाच्या दस्तासाठी लागु आहे . नोदंणी न करावयाच्या दस्तासाठी सदर चलन लागु नाही .

Citatian Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid Defacement Amoun		
1	(iS)-390-1802	0008261152202425	24/01/2025-16:36:36	IGR199	30000.00	

GRN: MH014896439202425P Amount: 9,53,600.00 Bank: STATE BANK OF INDIA Date: 23/01/2025-16:25:27

2 (iS)-390-1802 0008261152202425 24/01/2025-16:36:36 IGR199 923600.00

Total Defacement Amount 9,53,600.00