

322/2098

पावती

Original/Duplicate

Tuesday, February 11, 2025

नोंदणी क्र. :39म

12:25 PM

Regn.:39M

पावती क्र.: 2422 दिनांक: 11/02/2025

गावाचे नाव: ओशिवरा

दस्तऐवजाचा अनुक्रमांक: वदर1-2098-2025

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: युनुस मेमन

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2500.00

पृष्ठांची संख्या: 125

एकूण:

रु. 32500.00

दुय्यम निबंधक, अधिरी-1

बाजार मूल्य: रु.18540951/-

मोबदला रु.36595810/-

भरलेले मुद्रांक शुल्क : रु. 2195800/-

सह. दुय्यम निबंधक, अधिरी क्र. १

1) देयकाचा प्रकार: DHC रक्कम: रु.500/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0225111802976 दिनांक: 11/02/2025

बँकेचे नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0225114702781 दिनांक: 11/02/2025

बँकेचे नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH015931315202425P दिनांक: 11/02/2025

बँकेचे नाव व पत्ता:

REGISTERED ORIGINAL DOCUMENT
DELIVERED ON.....991212025



11/02/2025

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. अंधेरी 1

दस्त क्रमांक : 2098/2025

नोंदणी :

Regn:63m

गावाचे नाव : ओशिवरा

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	36595810
(3) बाजारभाव (भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	18540951
(4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: मुंबई मनपा इतर वर्णन : , इतर माहिती: सदनिका क्र.402, सदनिकेचे क्षेत्रफळ 1120 चौ. रेरा कारपेट, 72 वेस्ट बिल्डिंग, 4 था मजला, एस डी पी एल प्रिमायसेस, लोकमान्य टिळक रोड, यमुना नगर, अंधेरी पश्चिम, मुंबई - 400053. सोबत 1 कार पार्किंग स्पेस. व्हिलेज ओशिवरा तालुका अंधेरी. इतर माहिती व मिळकतीचे वर्णन दस्तात नमुद केल्याप्रमाणे. रेरा नं. पी51800028086 ((C.T.S. Number : Old 1/200 (pt), 1/203 New 1/190A (pt), 1D ;))
(5) क्षेत्रफळ	1) 114.49 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:-शेठ डेव्हलपर्स प्रायव्हेट लिमिटेड चे संचालक अश्वीन शेठ तर्फे मुखत्यार झरन कोठारी वय:-38; पत्ता:-प्लॉट नं. ., माळा नं: तळ मजला आणि 3 रा मजला, इमारतीचे नाव: प्रायस इन्फिनीटी , ब्लॉक नं: विले पार्ले पूर्व, मुंबई, रोड नं: सुभाष रोड, महाराष्ट्र, मुंबई. पिन कोड:-400057 पॅन नं:-AAACS9943H 2): नाव:-मान्यता देणार-मेसर्स पूनम बिल्डर्स चे प्रोप्रायटर उमेश हिम्मतलाल गांधी तर्फे मुखत्यार अश्विन शेठ संचालक ऑफ शेठ डेव्हलपर्स प्रा ली तर्फे मुखत्यार झरन कोठारी वय:-38; पत्ता:-प्लॉट नं: बी 203, माळा ., इमारतीचे नाव: गोंयल शॉपिंग आर्केड, ब्लॉक नं: रेल्वे स्टेशन समोर, बोरीवली पश्चिम, मुंबई, रोड नं: ., महाराष्ट्र, मुंबई. पिन कोड:-400092 पॅन नं:-AABPG9305P
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:-युनुस मेमन वय:-48; पत्ता:-प्लॉट नं: सदनिका क्र.1705, माळा नं: ., इमारतीचे नाव: लोढा बिलैर टॉवर ए, ब्लॉक नं: पटेल इस्टेट, वैशाली नगर, जोगेश्वरी पश्चिम, मुंबई, रोड नं: ., महाराष्ट्र, मुंबई. पिन कोड:-400102 पॅन नं:-AGKPM1884C 2): नाव:-शबाना युनुस मेमन वय:-39; पत्ता:-प्लॉट नं: सदनिका क्र.1705, माळा नं: ., इमारतीचे नाव: लोढा बिलैर, टॉवर ए, ब्लॉक नं: पटेल इस्टेट, वैशाली नगर, जोगेश्वरी पश्चिम, मुंबई, रोड नं: ., महाराष्ट्र, मुंबई. पिन कोड:-400102 पॅन नं:-EACPM4773E
(9) दस्तऐवज करून दिल्याचा दिनांक	11/02/2025
(10) दस्त नोंदणी केल्याचा दिनांक	11/02/2025
(11) अनुक्रमांक, खंड व पृष्ठ	2098/2025
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	2195800
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेर	



मुल्यांकनासाठी विचारात घेतलेला तपशील:-

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



दस्तासोबत सूची II दिली

सह. दुय्यम निबंधक, अंधेरी क्र. १
मुंबई उपनगर जिल्हा.

मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)					
Valuation ID	202502112288	11 February 2025, 11:54:11 AM			
वदर।					
मूल्यांकनाचे वर्ष	2024				
जिल्हा	मुंबई(उपनगर)				
मूल्य विभाग	50-ओशिवरे (अंधेरी)				
उप मूल्य विभाग	50/243भूभाग: उत्तरेस व पश्चिमेस गावाची हद्द, दक्षिणेस नाला व 27.45 मी. विकास योजना रस्ता व पूर्वेस 18.30 मी. विकास योजना रस्ता.				
सर्व्हे नंबर /न. भू. क्रमांक :	इतर #				
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.	खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक
76660	157160	180730	203600	157160	मोजमापनाचे एकक चौरस मीटर
बांधीव क्षेत्राची माहिती					
बांधकाम क्षेत्र(Built Up)-	114.49चौरस मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-	बांधीव
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय-	0 TO 2वर्षे	बांधकामाचा दर -	Rs.30250/-
उदववाहन सुविधा-	आहे	मजला -	1st floor To 4th floor		
रस्ता सन्मुख - Sale Type - First Sale Sale/Resale of built up Property constructed after circular dt.02/01/2018					
मजला निहाय घट/वाढ = 100% apply to rate= Rs.157160/-					
घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर = ((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * घसा-यानुसार टक्केवारी) + खुल्या जमिनीचा दर) = (((157160-76660) * (100 / 100))+76660) = Rs.157160/-					
A) मुख्य मिळकतीचे मूल्य = वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र = 157160 * 114.49 = Rs.17993248.4/-					
E) बंदिस्त वाहन तळाचे क्षेत्र बंदिस्त वाहन तळाचे मूल्य = 13.94 * (157160 * 25/100) = Rs.547702.6/-					
Applicable Rules = ,10,4,16					
एकत्रित अंतिम मूल्य = मुख्य मिळकतीचे मूल्य +तळघराचे मूल्य + मॅझनार्डन मजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + बंदिस्त बाल्कनी + मॅकेनिकल वाहनतळ = A + B + C + D + E + F + G + H + I + J = 17993248.4 + 0 + 0 + 0 + 547702.6 + 0 + 0 + 0 + 0 + 0 =Rs.18540951/-					

Home Print

वदर - १
१०६८ १ १५
२०२५





CHALLAN
MTR Form Number-6



GRN	MH015567970202425E	BARCODE	[Barcode]		Date	04/02/2025-14:57:20	Form ID	25.2
Department				Inspector General Of Registration				
Type of Payment				Stamp Duty				
Office Name				BDR1_JT SUB REGISTRAR ANDHERI NO 1				
Location				MUMBAI				
Year				2024-2025 One Time				
Account Head Details				Amount In Rs.				
0030045501 Sale of NonJudicial Stamp				2195800.00				
Full Name				YUNUS MEMON				
Flat/Block No.				402 4TH FLOOR, 72 WEST				
Premises/Building				LOKMANYA TILAK ROAD, YAMUNA NAGAR ANDHERI WEST				
Road/Street				MUMBAI				
Area/Locality				MUMBAI				
Town/City/District				MUMBAI				
PIN				4 0 0 0 5 3				
Remarks (If Any)				PAN2=AAACS9943H~SecondPartyName=SHETH DEVELOPERS PVT LTD-				
Amount In				Twenty One Lakh Ninety Five Thousand Eight Hundred				
Words				Rupees Only				
Total				21,95,800.00				
Payment Details				BANK OF INDIA				
FOR USE IN RECEIVING BANK				FOR USE IN RECEIVING BANK				
Cheque-DD Details				Bank CIN Ref. No. 02202292025020405861 184138187				
Cheque/DD No.				Bank Date RBI Date 04/02/2025-14:57:20 Not Verified with RBI				
Name of Bank				Bank-Branch BANK OF INDIA				
Name of Branch				Scroll No. , Date Not Verified with Scroll				

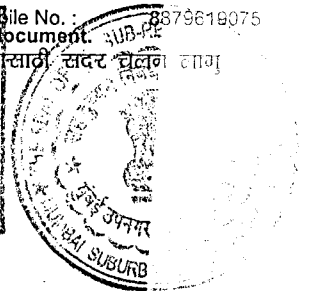
Department ID :

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

Mobile No. : 8879618075

Sub Registrar office only. Not valid for unregistered document.

2025 2 2024



[Signature]

[Signature: Subba Y Memon]



CHALLAN
MTR Form Number-6



GRN	MH015931315202425P	BARCODE	[Barcode]				Date	11/02/2025-12:04:33	Form ID																				
Department					Inspector General Of Registration					Payer Details																			
Type of Payment					Registration Fee Ordinary Collections IGR					TAX ID / TAN (If Any)																			
										PAN No.(If Applicable)																			
Office Name					BDR1_JT SUB REGISTRAR ANDHERI NO 1					Full Name					Yunus memon														
Location					MUMBAI																								
Year					2024-2025 One Time					Flat/Block No.					402 4th floor, 72 west														
Account Head Details					Amount In Rs.					Premises/Building																			
0030063301					Amount of Tax					30000.00					Road/Street					Lokmanya tilak road, Yamuna nagar, andheri west									
										Area/Locality					Mumbai														
										Town/City/District																			
										PIN					4 0 0 0 5 3														
										Remarks (If Any)					SecondPartyName=Sheth developers Pvt ltd-														
										Amount In					Thirty Thousand Rupees Only														
Total					30,000.00					Words																			
Payment Details					STATE BANK OF INDIA					FOR USE IN RECEIVING BANK																			
Cheque-DD Details					Bank CIN					Ref. No.					10000502025021102165					8559137443228									
Cheque/DD No.										Bank Date					RBI Date					11/02/2025-12:06:45					Not Verified with RBI				
Name of Bank										Bank-Branch					STATE BANK OF INDIA														
Name of Branch										Scroll No. , Date					Not Verified with Scroll														

Department ID :

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

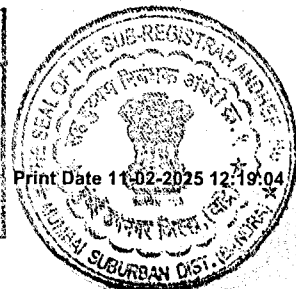
Mobile No. : 9819003253

सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

[Signature]

Shabana Y Meman

2025 3 924
Page 1/1



AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (Agreement) is made and entered into at Mumbai on this 11th day of February, 2025.

BETWEEN

Sheth Developers Private Limited, a private company incorporated under the provisions of the Companies Act, 1956 and deemed to be incorporated under the Companies Act, 2013 having CIN No. [U45200MH1993PTC070335] and having its registered office at Ground & 3rd Floor, Prius Infinity, Paranjape B Scheme, Subhash Road, Vile Parle East Mumbai 400 057 hereinafter referred to as "**Developer Promoter**" (which expression shall, unless it be repugnant to the context or meaning thereof mean and include its successors and assigns) of the **FIRST PART**;

AND

Messrs Poonam Builders, a sole proprietary concern of **Mr. Umesh Himatlal Gandhi** carrying on business at B-203 Goyal Shopping Arcade, Opp. Railway Station, Borivali (West), Mumbai – 400 092 hereinafter referred to as the "**Landowner Promoter**" (which expression shall, unless it be repugnant to the context or meaning thereof mean and include the heirs, executors and assigns of Mr. Umesh Himatlal Gandhi) of the **SECOND PART**;

AND

YUNUS MEMON [AGKPM1884C]

SHABANA YUNUS MEMON [EACPM4773E]

of Indian Inhabitant(s) residing at **LODHA BELAIR, TOWER A-FLAT-NO-1705, PATEL ESTATE, VAISHALI NAGAR, JOGESHWARI WEST, MUMBAI 400102.;**

hereinafter called "**the Purchaser(s)**" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, in the case of an individual(s), his or her or their heirs, executors, administrators and successors, and in the case of a Partnership firm, the partners from time to time constituting the firm and the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and in case of a HUF the members of HUF from time to time and the last surviving member of the HUF and the heirs, executors and administrators of such last surviving member of the HUF and in the case of a LLP or a company or a society or a body corporate, its successors in title) of the **THIRD PART**.

The Developer Promoter / the Landowner Promoter are collectively referred to as the "**the Promoters**".

Signature of Developer Promoter

Signature of Landowner Promoter

Signature of Purchaser(s)

The Promoters and the Purchaser are collectively referred to as "the Parties" and individually referred to as "the Party".

20	25	4	any
WHEREAS 2024			



- A. By and under diverse deeds and various transfers, Oshiwara Land Development Company Limited ("OLDCL") became entitled to land bearing Survey No. 41 (part) admeasuring 17,00,000 square yards ("Larger Property").
- B. By and under an unregistered Articles of Agreement dated December 5, 1975, OLDCL granted development rights in respect of the Larger Property in favour of Mr. Vinod Parshuram Mahajan ("Vinod") as the Chief Promoter of Shree Swami Prasanna Co-operative Housing Society Limited ("Swami Prasanna Society") for the consideration and on the terms and conditions contained therein. It was agreed between OLDCL and Vinod that upon payment of the entire consideration amount by Vinod, OLDCL shall execute a deed of conveyance in favour of the co-operative society in respect of the Larger Property or portion/s thereof on which construction is carried out.
- C. A portion of the Larger Property admeasuring 10,00,000 square yards was earmarked as 'No Development Zone' and hence only the remaining area of the Larger Property i.e. 7,00,000 square yards ("Balance Larger Property") was available for development.
- D. By and under an unregistered Articles of Agreement dated February 8, 1979, the terms and conditions of the Articles of Agreement dated December 5, 1975 were modified and accordingly Vinod became entitled to carry out development on 6,00,000 square yards forming part of the Balance Larger Property ("Property 1"), on the terms and conditions contained therein. As per the Agreement, (i) Vinod was required to obtain the requisite permission under the Urban Land (Ceiling and Regulation) Act, 1976 in respect of the entire Balance Larger Property such that Vinod could commence development work on Property 1 and enable OLDCL to enjoy the benefit of such permission in respect of the remaining 1,00,000 square yards forming part of the Balance Larger Property ("Property 2"), (ii) Vinod was entitled to carry out a sub-division of Property 1 from the Balance Larger Property, and (iii) OLDCL agreed to, either by itself or through the original owners, grant conveyance/s in respect of Property 1 in favour of the Swami Prasanna Society or any other societies of flat purchasers formed in respect of Property 1.
- E. By and under an Agreement dated May 28, 1979, OLDCL granted development rights in respect of Property 2 in favour of (i) Kanubhai Ashabhai Patel ("Kanubhai"), (ii) Ramnikbhai Gordhanbhai Patel, and (iii) Balendra Bhogilal Shah for the consideration and on the terms and conditions contained therein.
- F. Certain disputes and differences arose between OLDCL and Vinod with regards to Vinod's right to develop Property 1 under the Articles of Agreement dated February 8, 1979 thereby resulting in OLDCL terminating the Articles of Agreement dated December 5, 1975 and Articles of Agreement dated February 8, 1979.
- G. Thereafter the aforesaid disputes were resolved and by an under an unregistered Agreement for Second Modification dated September 21, 1980, Vinod's rights to carry out development of Property 1 and the rights of OLDCL to carry out development of Property 2 were once again clearly defined, for the consideration and on the terms and conditions mentioned therein.

Signature of Developer Promoter

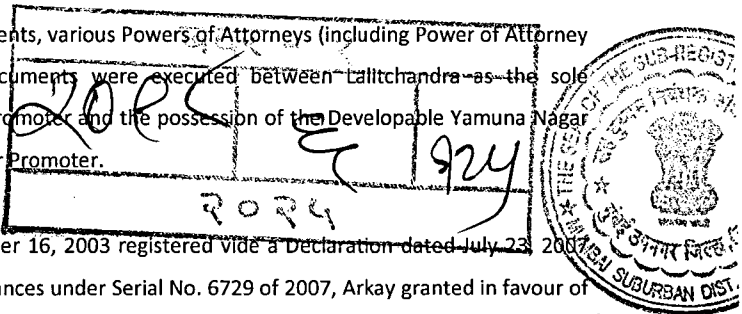
2

Signature of Landowner Promoter

Signature of Purchaser(s)

- H. By and under another Agreement dated September 21, 1980 executed between Vinod and Kanubhai being the Promoter of Swami Prasanna Society for Unit Nos. 151 to 250, Vinod permitted Kanubhai to acquire a portion of Property 1 admeasuring 1,00,000 square yards ("Property 1A") for the consideration and on the terms and conditions contained therein.
- I. Kanubhai bought the development rights of Property 1A and Property 2 admeasuring in aggregate 2,00,000 square yards into a partnership firm, Messrs Arkay Builders ("Arkay"). Arkay got the entire area of 2,00,000 square yards sanctioned into 2 (two) layouts, (i) an area admeasuring 82,027.60 square yards as the Mittal Nagar Layout and, (ii) the balance area admeasuring 1,17,972.40 square yards as the Yamuna Nagar Layout ("Yamuna Nagar Layout").
- J. Over a period of time, the constitution of Arkay changed and eventually Mr. Ramnikbhai Gordhanbhai Patel ("Ramnikbhai") became entitled to Arkay as its sole proprietor.
- K. By and under an Agreement of Assignment dated April 25, 1989, Ramnikbhai assigned all the right, title and interest as proprietor of Arkay (including the right to develop Developable Yamuna Nagar Layout) in favour of one Mr. Lalitchandra L. Dholakia ("Lalitchandra") for the consideration and on the terms and conditions contained therein. Accordingly, Lalitchandra became the sole proprietor of Arkay.
- L. Pursuant to the Agreement of Assignment dated April 25, 1989, Ramnikbhai also executed an Irrevocable Power of Attorney dated May 5, 1989, thereby granting powers in favour of Lalitchandra to develop the Developable Yamuna Nagar Layout.
- M. Subsequently, Lalitchandra also granted a Power of Attorney dated August 26, 1993 in favour of his son-in-law Mr. Alpesh Kishore Ajmera ("Alpesh") thereby authorizing him to prepare and submit plans/proposals with the Municipal Corporation of Greater Mumbai ("MCGM") in respect of the Developable Yamuna Nagar Layout.
- N. By and under Diverse Agreements, Arkay granted development rights in respect of the Developable Yamuna Nagar Layout in favour of the Landowner Promoter for the consideration and on the terms and conditions contained therein. The said rights to carry out development also included the rights to consume balance un-exploited FSI generated out of the Developable Yamuna Nagar Layout and in addition thereof, to the TDR in respect of portions of the Developable Yamuna Nagar Layout earmarked for various reservations such as playground, primary school as per the then prevailing Development Plan of MCGM.

O. Pursuant to the aforesaid Diverse Agreements, various Powers of Attorneys (including Power of Attorney dated October 29, 2003 and other documents were executed between Lalitchandra as the sole proprietor of Arkay and the Landowner Promoter and the possession of the Developable Yamuna Nagar Layout was handed over to the Landowner Promoter.



P. By and under an Agreement dated October 16, 2003 registered vide a Declaration dated July 23, 2007 registered with the Sub-registrar of Assurances under Serial No. 6729 of 2007, Arkay granted in favour of the Landowner Promoter, the development rights in respect of all the residuary rights, title and interest in the Developable Yamuna Nagar Layout including the internal roads, D.P. Road, recreation garden and other common amenities area with the right to treat the aforesaid layout as the base land and avail PS arising out of the aforesaid layout, common amenities area and area including road/R.C. and also to avail

Signature of Developer Promoter

Signature of Landowner Promoter

Signature of Purchaser(s)

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and consume the outside TDR and load the same on any part of the said layout and carry out construction of buildings thereon.

- Q. By and under a Development Agreement dated December 28, 2006 registered with the Sub-registrar of Assurances under Serial No. BDR1 - 03476 (the "Development Agreement"), the Landowner Promoter granted development rights in respect of all those pieces and parcels of (i) land admeasuring 657 square meters bearing Old CTS No. 1/192 and reserved for 'dispensary' ("Property A"), (ii) land admeasuring 4,520 square meters bearing Survey No. 41 (part) corresponding Old CTS No. 1/200 (part) and New CTS No. 190/A ("Property B"), and (iii) land admeasuring 3,926.7 square meters bearing Survey No. 41 (part), corresponding Old CTS No. 1/203 (part) ("Property C"), and admeasuring in aggregate 9,103.7 square meters in favour of the Developer Promoter for the consideration and on the terms and conditions contained therein.
- R. Certain terms of the Development Agreement came to be modified by Supplemental Agreement dated March 10, 2008 ("First Supplemental Agreement") and Supplemental Agreement dated March 19, 2009 ("Second Supplemental Agreement").
- S. Pursuant to the terms of the Development Agreement, by and under a Power of Attorney dated July 25, 2007 ("Power of Attorney"), the Landowner Promoter granted powers in favour of the Developer Promoter for the purposes set-out therein.
- T. Certain disputes arose between the Developer Promoter and the Landowner Promoter in respect of the Development Agreement, the First Supplemental Agreement, the Second Supplemental Agreement and the Power of Attorney ("said Documents"), thereby resulting in the termination of the said Documents. The Developer Promoter filed a Suit no. 346 of 2015 before the Hon'ble High Court of Bombay ("High Court") and thereafter the aforesaid Suit was referred to arbitration. The Developer Promoter and the Landowner Promoter decided to settle the dispute. Thereafter, the Developer Promoter and the Landowner Promoter filed Consent Terms dated August 24, 2017 before the Learned Sole Arbitrator, Mr. E.P Bharucha. By Order dated October 30, 2017, the Learned Sole Arbitrator, Mr. E.P Bharucha, *inter-alia*, took on record the Consent Terms dated August 24, 2017.
- U. As per the Consent Terms dated August 24, 2017, it was *inter alia* agreed that the Developer Promoter shall be entitled to develop Property B and C (hereinafter referred to as the "said Property") and more particularly described in the **First Schedule** hereunder written and shown delineated by red colour boundary on the plan annexed hereto as **Annexure "A"** by utilizing an aggregate development potential as follows:

Available TDR	56,613.94 square meters
Less: Utilised in Yamuna Nagar Layout in the various buildings	41,879.96 square meters
Balance TDR	14,733.98 square meters
Add: Currently TDR utilized against File No. CE/8224/BP/WS/AK	5,318.26 square meters
Total TDR	20,052.24 square meters
Add: 35% Fungible FSI	7,018.28 square meters
Final available TDR for File No. CE/8224/BP/WS/AK	27,070.52 square meters ("Minimum FSI/TDR")

Signature of Developer Promoter

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Signature of Landowner Promoter

Signature of Purchaser(s)

Shabana Y Meera

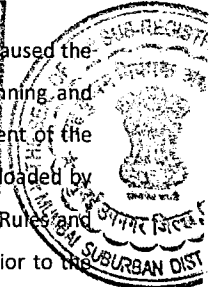
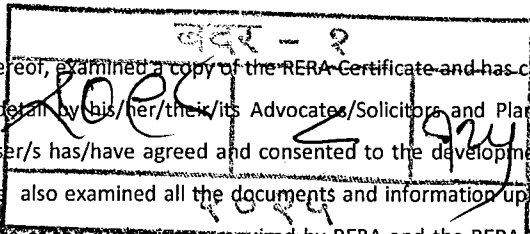
V. Pursuant to the Consent Terms dated August 24, 2017 and the Order dated October 30, 2017, the Landowner Promoter and the Developer Promoter entered into a Supplemental Agreement dated May 20, 2019 registered with the Sub-registrar of Assurances under Serial No. BDR-15/2694/2019 ("Supplementary Agreement") whereby the Developer Promoter agreed to carry out development of the said Property by utilization of the Minimum FSI/TDR on the terms and conditions contained therein.

W. Pursuant to the Supplementary Agreement, by and under a Substitute Irrevocable Power of Attorney dated February 12, 2020 registered with the Sub-registrar of Assurances under Serial No. 615 of 2020, the Landowner Promoter substituted itself and appointed the Developer Promoter through Mr. Ashwin Natwarlal Sheth, Mr. Chintan Ashwin Sheth and Mr. Maulik Ashwin Sheth, as attorneys under the above referred Power of Attorney dated October 29, 2003.

X. As per the present sanctioned Intimation of Disapproval dated 16th November 2004 bearing No. E.B/CE/8224/WS/AK/BS/A and Amended Plan Approval Letter dated 20th August 2021 bearing No. CE/8224/WS/AK/337/3/AMEND the Developer Promoter is developing 1 (one) building consisting 3 (three) basements (services and parking) + Ground + Lower Stilt + Upper Stilt / E-Deck + 35 (thirty five) upper floors, on the said Property under the name of "72 West". Accordingly, the Developer Promoter has registered the said building known as "72 West" as an independent "real estate project" ("Project") of the Developer Promoter with the Real Estate Regulatory Authority ("Authority"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 read with the rules and regulations made thereunder ("Act") and the same is certified by the Authority under Serial No. P51800028086.

Y. As per the understanding between the Developer Promoter and the Landowner Promoter, they have identified and earmarked the premises/flats/units coming to their respective share in the Project as more particularly mentioned in Annexure B and C hereinafter mentioned and that the Developer Promoter and the Landowner Promoter, shall be solely and absolutely entitled to use, occupy, possess and enjoy their respective Premises and to sell assign, alienate, mortgage/charge and/or transfer in any manner whatsoever and; that Developer Promoter shall not be responsible or liable for any demands/claims/interest etc of any third party/Flat purchaser of Landowner Promoter with respect to Landowner's premises, in any manner whatsoever save and except defect in construction of premises/flats/units of Flat Purchasers of Landowner Promoter in which event upon receipt of intimation from Landowner Promoter to the Developer Promoter, the same shall be rectified by Developer Promoter subject to clause 13 (2) of this Agreement.

Z. The Purchaser has, prior to the date hereof, examined a copy of the RERA Certificate and has caused the RERA Certificate to be examined in detail by his/her/their/its Advocates/Solicitors and Planning and Architectural consultants. The Purchaser/s has/have agreed and consented to the development of the said Project. The Purchaser/s has/have also examined all the documents and information uploaded by the Developer Promoter on the website of the Authority as required by RERA and the RERA Rules and has understood the documents and information in all respects. The Purchaser/s has/have prior to the execution of this Agreement has/have visited and inspected the site of construction of the said Project and has/have at his/her/their/its own, cost, charge and expense carried out due diligence in respect of the title of Developer Promoter and/or Landowner Promoter of the said property as well as the documents of the said Project uploaded by the Developer Promoter on the RERA website and after



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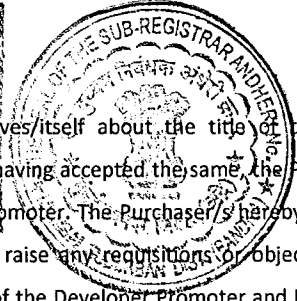
Signature of Developer Promoter

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Signature of Landowner Promoter

Signature of Purchaser(s)

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2025		2024	



satisfying himself/herself/themselves/itself about the title of the Developer Promoter to the said property and the Allottee/s after having accepted the same, the Purchaser/s has/have entered into this Agreement with the Developer Promoter. The Purchaser/s hereby agrees not to further investigate the title of the said property and/or raise any requisitions or objections of any nature whatsoever and howsoever in respect of the title of the Developer Promoter and Landowner Promoter in respect to the said property at any time in future.

- AA. While sanctioning the said plans, the MCGM and other concerned local bodies and authorities and/or the Government have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer Promoter while developing the Project and upon due observance and performance of which, the Occupation Certificates in respect of the Project shall be granted by the concerned local bodies and authorities.
- BB. The Developer Promoter has appointed, Designing Architects & Liaisoning Architects, as the structural Engineer consultants for the preparation of the structural design and drawings of the Project. All concerned documents which of have been inspected by the Purchaser.
- CC. The Developer Promoter/Landowner Promoter is entitled to sell and intends to sell, transfer, assign on ownership basis, flats/shops/units coming to their respective share in the Project as more particularly mentioned in **Annexure B and C** at its sole and exclusive discretion.
- DD. The Purchaser demanded from the Promoter's and the Promoter's have given inspection to the Purchaser of all the documents of title regarding the said Property, plans and designs, specifications, approvals and such other documents with respect to the Project as are specified under the RERA including the following:
- (i) Copy of the schematic plan of the layout, as annexed as **Annexure "A"** hereto;
 - (ii) list of premises indentified and earmarked as Landowner Promoter and Developer Promoter's respective premises coming to their share in the Project, as annexed as **Annexure "B and C"** hereto;
 - (iii) Copy of the Certificate of Title dated 4th December, 2020 issued by Mr. Mahendra C. Jain, Advocate & Solicitor, as annexed as **Annexure "D"** hereto;
 - (iv) Copy of Commencement Certificate for the Project as annexed as **Annexure "E"** hereto;
 - (v) Copy of the Typical Level Floor plan, as annexed as **Annexure "F"** hereto;
 - (vi) The common areas, facilities and amenities in the Project that may be usable by the Purchaser and are listed in the **Annexure "G"** hereto ("**Layout Amenities**"); and
 - (vii) Specifications, fixtures, fittings, facilities and amenities of the flat/shop/unit to be purchased by the Purchaser in the Project, as annexed as **Annexure "H"** hereto;
 - (viii) Copy of the Certificate issued by RERA Authorities as annexed as **Annexure- "I"** hereto;
 - (ix) Copy of the Property Cards as annexed as "**Annexure J**" hereto.

The Purchaser, who has/have after taking inspection, have accepted the same and has/have, agreed that he/she/they shall not raise any requisition or objection to the title of the Promoters to the said Property and/or the Project.

- EE. The Purchaser(s) has/ have prior to the execution of this Agreement has/have visited and inspected the site of construction of the Project and has/have at its own, cost, charge and expense carried out due diligence in respect of the title of the Promoters to the said Property and after satisfying

Signature of Developer Promoter

Signature of Landowner Promoter

Signature of Purchaser(s)

Shabana Y Memon

FF. himself/herself/themselves/itself about the title of the Promoters thereto and the Purchaser(s) having accepted the same, the Purchaser(s) has/have entered into this Agreement with the Promoters and the Purchaser(s) hereby agrees not to further investigate the title of the Promoters and/or raise any requisitions or objections of any nature whatsoever and howsoever in respect of the title of the Promoters to the said Property at any time in future.

GG. The Purchaser is aware that the marketing collaterals provided by the Promoters to the Purchaser in respect of the Project contained materials / pictorial depictions in the nature of artists impressions and the same would differ on actual basis. The Purchaser undertakes not to raise any objections with respect to any difference in the Project from such marketing collaterals.

HH. After conducting all due diligences and being satisfied with the same, the Purchaser has approached the Promoters and applied for allotment of Flat No. 402 admeasuring 104.05 square meters carpet area (as per RERA) along with 0 square meters of balcony on the 4TH floor (hereinafter referred to as "the Flat") in the Project and more particularly described in the **SECOND SCHEDULE** hereunder written.

II. The Purchaser hereby expressly confirms that he/she/they, has/have entered into this Agreement with full knowledge, implication, effect etc. of various terms and conditions contained in the documents, plans, orders, schemes including the rights and entitlements available to and reserved by the Promoters contained in this Agreement.

JJ. The rights of the Purchaser under this Agreement, unless otherwise specified, are restricted to the Flat hereby agreed to be purchased by the Purchaser from the Developer Promoter / Landowner Promoter as stipulated herein.


KK. Under Section 13 of RERA, the Developer Promoter is required to execute a written agreement for sale of the Flat in favour of the Purchaser, being in fact this Agreement and also to get the same registered under the Registration Act, 1908 at the cost, charge and expense of the Purchaser(s) alone.


LL. The Developer Promoters / Landowner Promoter have informed the Purchaser that they have entered into/ are entering into/will be entering into similar separate agreements with the several other persons and parties for the sale of flat/ shop/ unit/ premises in the Project to be constructed on the said Property.

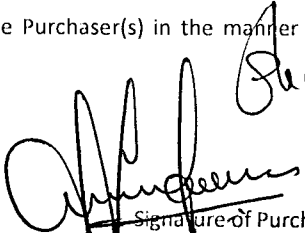
MM. The Purchaser understands and acknowledge that the Developer Promoter have mortgaged its share of Flat more particularly described in the Annexure C herein within the Project to Vistra ITCL (India) Limited (Lender) for securing the Loan availed by the Developer Promoter and that the Purchaser of Developer Promoters agrees and undertakes that he/she/they/it shall not create any encumbrances over its/her/his/their Flat till such time an NOC in writing is received from lender/ on behalf of the Lender.

NN. The Developer Promoter has fully disclosed to the Purchaser(s) who booked the flats through Developer Promoters the subsisting charge and mortgage in respect of its share of Flats to the satisfaction of the Purchaser(s). The Purchaser(s) shall not be entitled to raise any further requisitions on the Developer Promoter in this respect.

OO. The Parties hereto are desirous of recording the terms and conditions on which the Developer Promoter / Landowner Promoter has agreed to allot the Flat in the Project to the Purchaser(s) in the manner hereinafter appearing.


Signature of Developer Promoter

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Signature of Landowner Promoter


Signature of Purchaser(s)

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NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS		
UNDER	2026	99
The recitals mentioned hereinabove shall always form an integral and operative part of this Agreement for Sale (Agreement) as if incorporated and verbalum.		



2. **AGREEMENT:**

The Purchaser hereby agrees to purchase from the Developer Promoter/Landowner Promoter and the Developer Promoter/Landowner Promoter hereby agrees to sell to the Purchaser, Flat No. 402 admeasuring 104.05 square meters carpet area (as per RERA) along with 0 square meters of balcony on the 4TH floor (hereinafter referred to as "the Flat") of the Project and more particularly described in the SECOND SCHEDULE hereunder written for the Total Consideration of Rs. 36595810/- (Rupees Three Crores Sixty Five Lacs Ninety Five Thousand Eight Hundred Ten Only) including the exclusive amenity to use ONE car parking space, subject to the terms and conditions mentioned herein or in the Approvals issued or granted by the Sanctioning Authorities. The said consideration amount is subject to deduction of Tax Deducted at Source (TDS) @ 1% or any other applicable rate as per the provisions of the Income Tax Act, 1961 to be paid by the Purchaser(s) to the Developer Promoter/Landowner Promoter in the manner mentioned hereinafter. The Developer Promoter/Landowner Promoter shall have an unpaid vendor's lien on the Flat for any amounts outstanding under this Agreement and/ or out of the Total Consideration until the same is paid by the Purchaser(s) to the Developer Promoter/Landowner Promoter and the Developer Promoter/Landowner Promoter is in receipt of the same. The Purchaser(s) shall be liable and obliged to deposit the amount of TDS so deducted to the credit of the Developer Promoter/Landowner Promoter with the income- tax department simultaneously on the same date when amount of TDS is deducted by the Purchaser(s) and the Purchaser(s) shall immediately provide proof of deposits of the amount of TDS to the Developer Promoter/Landowner Promoter. The Purchaser(s) shall also be liable and obliged to provide TDS certificate to the Developer Promoter/Landowner Promoter within 15 (Fifteen) days from the date amount of TDS is deducted by the Purchaser(s) failing which the Developer Promoter/Landowner Promoter shall have an unpaid vendors lien on the Flat for amount of TDS which are deducted and for which TDS Certificate is not provided by the Purchaser(s). Provided further that at the time of handing over the possession of the Flat, if any such certificate is not produced, the Purchaser shall pay equivalent amount as interest free deposit with the Developer Promoter/Landowner Promoter, which deposit shall be refunded by the Developer Promoter/Landowner Promoter on the Purchaser producing such certificate within [one] months of the possession. Provided further that in case the Purchaser fails to produce such certificate within the stipulated period of the [one] months, the Developer Promoter/Landowner Promoter shall be entitled to appropriate the said deposit against the receivable from the Purchaser. It is further agreed that if there is any liability or interest payable on the delayed payment of TDS , same shall be paid by the Purchaser/s.

3. **PAYMENTS:**

3.1 The Purchaser has paid to the Developer Promoter/Landowner Promoter a sum equivalent to i.e. 10% of the Total Consideration value of the Flat being Rs. 3659581 /- (Rupees Thirty Six Lacs Fifty Nine Thousand Five Hundred Eighty One Only) (the payment and receipt whereof the Developer Promoter/Landowner Promoter do hereby admit and acknowledge and acquit, release and discharge the Purchaser from the payment and receipt thereof and every part thereof) being the earnest money/ booking amount/part consideration on or before the execution of this Agreement and agrees to pay the balance amount of Rs. 32936229/-(Rupees Three Crores Twenty Nine Lacs Thirty Six Thousand Two Hundred Twenty Nine Only) in the manner as more particularly set out hereinbelow, as time being of

Signature of Developer Promoter

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Signature of Landowner Promoter

Signature of Purchaser(s)

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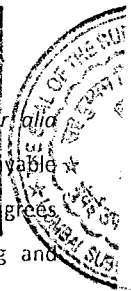
the essence of the payment:

- (i) Amount of Rs. 32204313/- to be paid to the Developer Promoter/Landowner Promoter on 30 Days From Date Of Booking .
- (ii) Amount of Rs. 0/- to be paid to the Developer Promoter/Landowner Promoter on completion of the Plinth of the building.
- (iii) Amount of Rs. 0/- to be paid to the Developer Promoter/Landowner Promoter on completion of the Top Podium of the building.
- (iv) Amount of Rs. 0/- to be paid to the Developer Promoter/Landowner Promoter on completion of the 3rd Slab of the building.
- (v) Amount of Rs. 0/- to be paid to the Developer Promoter/Landowner Promoter on completion of the 5th Slab of the building.
- (vi) Amount of Rs. 0/- to be paid to the Developer Promoter/Landowner Promoter on completion of the 9th Slab of the building.
- (vii) Amount of Rs. 0/- to be paid to the Developer Promoter/Landowner Promoter on completion of the 10th slab of the building.
- (viii) Amount of Rs. 0/- to be paid to the Developer Promoter/Landowner Promoter on completion of 15th slab of the building.
- (ix) Amount of Rs. 0/- to be paid to the Developer Promoter/Landowner Promoter on completion of 20th slab of the building.
- (x) Amount of Rs. 0/- to be paid to the Developer Promoter/Landowner Promoter on completion of the 25th slab of the building.
- (xi) Amount of Rs. 0/- to be paid to the Developer Promoter/Landowner Promoter on completion of 30th slab of the building.
- (xii) Amount of Rs. 0/- to be paid to the Developer Promoter/Landowner Promoter on completion of 35th slab of the building.
- (xiii) Amount of Rs. 0/- to be paid to the Developer Promoter/Landowner Promoter on RCC completion
- (xiv) Amount of Rs. /- to be paid to the Developer Promoter/Landowner Promoter on completion of the masonry/brickwork of apartment.
- (xv) Amount of Rs. 0 /- to be paid to the Developer Promoter/Landowner Promoter on completion of Flooring of apartment.
- (xvi) Amount of Rs. 0 /- to be paid to the Developer Promoter/Landowner Promoter on completion of the Sanitation of apartment.
- (xvii) Amount of Rs. 731916/- to be paid to the Developer Promoter/Landowner Promoter at the time of taking fit out possession.

3.2 Timely payment of dues shall be of the essence and the Purchaser/s shall be liable to pay interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2% per annum with monthly rests (hereinafter referred to as "the Interest Rate") on any delayed payments from the due date till the date of payment and receipt thereof.

3.3 The Total Consideration is exclusive of any sums or amounts and is further excluding *inter alia* contribution or premiums of any nature whatsoever as are or may be applicable and/or payable hereunder or in respect of the Flat or otherwise, now or in future. The Purchaser confirms and agrees that contribution and all sums, taxes, cess, levies, fees, premiums, deposits and outgoing and maintenance charges shall be solely borne and paid by the Purchaser and the Purchaser agrees to pay the same when due or demanded, without any demur, objection or set off.

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3.4 The Purchaser shall at the time of making payment of the final instalment and simultaneously with

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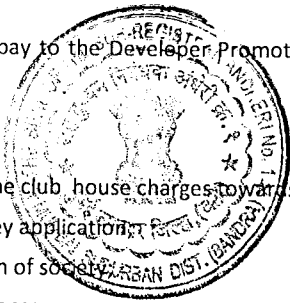
Signature of Developer Promoter

[Signature] 9

Signature of Landowner Promoter

[Signature]
Signature of Purchaser

Receipt of possession of the Flat	
amount:	2025 934
(i)	Rs. 500000/- for one time club house charges towards membership;
(ii)	Rs. 600/- for share money application;



- pay to the Developer Promoter/Landowner Promoter the following
- (iii) Rs. 25000/- for formation of society;
 - (iv) Rs. 25000/- for legal expenses,
 - (v) Rs. 100000/- for Electric Meter connection and Water Meters connection charges;
 - (vi) Rs. 268800/- towards interest free 12 months advance maintenance deposit;
 - (vii) Rs. 0/- towards infrastructure development charges
 - (viii) Rs. 560000/- towards non-interest bearing corpus fund amount/deposit
 - (ix) Rs. 50000/- towards pipe gas connection charges
 - (x) Rs. 100000/- towards interest free security deposit on fit out possession, only if the Purchaser opt for it.

3.5 It is hereby agreed between the parties herein that in the event, if there being any increase in the amounts mentioned in clause 3.4 hereinabove and/or any other amounts/deposits/expenses which are not referred to therein become payable, for any reason, then the Purchaser/s shall be liable to bear and pay the same within seven days from receipt of the Developer Promoter's/Landowner Promoter's written intimation in this regards.

3.6 The Purchaser/s shall, at the time of taking possession of the Flat from the Developer Promoter/Landowner Promoter, pay to the Developer Promoter/Landowner Promoter an interest free advance deposit towards maintenance as mentioned in clause 3.4 (vi). In the event the amounts collected towards maintenance are not adequate to meet expenditure then and in that event the Developer Promoter/Landowner Promoter shall be entitled to collect further amounts from the Purchaser/s. The Purchaser/s shall make his/her/its contribution as may from time to time be required by the Developer Promoter/Landowner Promoter and/or Society formed for the purpose of maintenance and management of the facilities. It is however agreed that the Purchaser/s shall nevertheless also be strictly liable to pay monthly contributions to the Developer Promoter/Landowner Promoter or the Society as may be determined by the Developer Promoter/Landowner Promoter or the Society to be formed as the case may be. The interest free advance deposit towards maintenance to be paid by the Purchaser/s shall be in addition to the consideration value of the Flat and the other deposits payable by the Purchaser/s as mentioned in clause 3.4 hereinabove.

3.7 It is clearly understood by the Purchaser/s that he/she/they shall pay to the Developer Promoter/Landowner Promoter a non-interest bearing corpus fund as mentioned in clause 3.4(viii) hereinabove, till the handover of the said Building to the Society for the purpose of maintenance and management of the infrastructure of the said Project. The aforesaid adjustable deposit shall be utilized by the Developer Promoter/Landowner Promoter for the purpose of maintenance, management and repair of the infrastructure facilities, internal layout road, common and recreational amenities etc in the manner the Developer Promoter/Landowner Promoter deems fit and proper, on day to day basis and as and when required. The Purchaser/s hereby acknowledges and irrevocably consents that the aforesaid adjustable deposit together with interest, if any, earned thereon shall be available for utilization till the same are exhausted by the Developer Promoter/Landowner Promoter /Society for the purpose of maintenance, management and repair of the infrastructure facilities, internal layout roads including street lighting etc common and recreation facilities etc of the said Real Estate Project. The Purchaser/s declares and confirms that the Purchaser/s shall notwithstanding what is stated herein, the

Signature of Developer Promoter

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Signature of Landowner Promoter

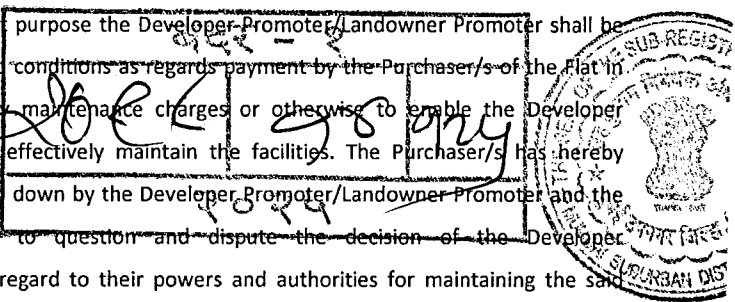
Signature of Purchaser(s)


Shabana Y Meman


3.1 Purchaser/s will continue to pay their respective maintenance charges and outgoings in respect of the Flat without any delay and demur and as and when the same is demanded by the Developer Promoter/Society from the Purchaser/s. It is further agreed by the Purchaser/s that the payment of the aforesaid adjustable deposit is over and above the consideration price and also the various deposits agreed to be paid by the Purchaser/s and that the Purchaser/s shall not claim any set off or adjustment against the amount of adjustable deposit or any other amount/amounts payable by the Purchaser/s in any manner whatsoever, from the Developer Promoter/Landowner Promoter.

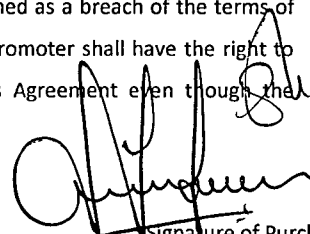
3.2 It is agreed and confirmed by the Purchaser/s that he/she/they shall further deposit an interest free Security Deposit on taking Fit-Out Possession of the Flat as mentioned in clause [3.4 (x)] and that the said interest free Security Deposit shall be refundable to the Purchaser/s without any interest at the time of handing over the possession of the Flat and issuance of the Possession Letter by the Developer Promoter/Landowner Promoter. However, in the event of any damage caused by the Purchaser(s) to the Flat and/or to the structure of the building including but not limited to any deviation done from the approved plan of the building, under the said project and/or any changes in elevation feature, external façade, lighting of balcony, open terrace and of the building, double glass gazing and cladding of the Flat/ said building due to any work being done/carried out by the Allotee/s and/or any other changes which are not approved by the Developer Promoter/Landowner Promoter and/or against the rules and regulation of the concerned authorities, the said interest free Security Deposit shall be forfeited in full without any notice by the Developer Promoter/Landowner Promoter to the Purchaser/s. Further in the event, if the damages are more than the interest free security deposit amount, then the Purchaser/s is liable on demand by the Developer Promoter/Landowner Promoter to pay the deficit amount required to rectify the said damages within Seven(7) days from the date of receipt of such demand by the Developer Promoter/Landowner Promoter. The Purchaser/s hereby acknowledges and irrevocably consents that any interest accrued on the aforesaid interest free security deposit amount, if any, earned thereon shall be solely utilized by the Developer Promoter/Landowner Promoter. The Allotee/s herein also agrees and confirms to pay such demand raised by the Developer Promoter/Landowner Promoter without any objection and / or dispute. It is further agreed and confirmed by the Purchaser/s that the decision of Developer Promoter/Landowner Promoter shall be final in regards to certification of the damage and its cost and same shall not be disputed or challenged by the Purchaser. It is further agreed and confirmed by the Purchaser that the Developer Promoter/Landowner Promoter herein have reserved their right to hold the possession of the Flat till the Purchaser satisfies the requisitions and demands of the Developer Promoter/Landowner Promoter for rectifying the damages.

3.3 It is further agreed accepted and confirmed by the Purchaser/s that that the Developer Promoter/Landowner Promoter shall have full power, control and absolute authority to manage and maintain the facilities as mentioned herein in the manner the Developer Promoter/Landowner Promoter may deem fit and for that purpose the Developer Promoter/Landowner Promoter shall be entitled to lay down such terms and conditions as regards payment by the Purchaser/s of the Flat in the said Project regarding monthly maintenance charges or otherwise to enable the Developer Promoter/Landowner Promoter to effectively maintain the facilities. The Purchaser/s has hereby agreed to abide by the terms as laid down by the Developer Promoter/Landowner Promoter and the Purchaser/s shall have no right to question and dispute the decision of the Developer Promoter/Landowner Promoter in regard to their powers and authorities for maintaining the said facilities. In the event of the Purchaser/s failing to abide by the terms and conditions as laid down by the Developer Promoter/Landowner Promoter the same shall be deemed as a breach of the terms of this Agreement and thereupon the Developer Promoter/Landowner Promoter shall have the right to exercise the remedies under the law and as per the terms of this Agreement even though the

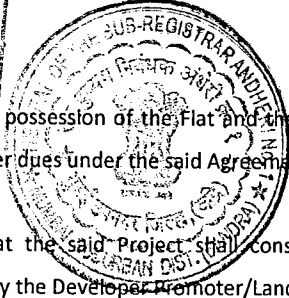



Signature of Developer Promoter


Signature of Landowner Promoter


Signature of Purchaser(s)

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Purchaser/s shall not have taken possession of the Flat and the Purchaser/s shall not have paid the consideration amount and all other dues under the said Agreement.	



- 3.4 The Purchaser/s is/are aware that the said Project shall consist of club-house and/or any other recreational facility, as informed by the Developer Promoter/Landowner Promoter from time to time.
- 3.5 The Purchaser/s shall not be entitled to change the elevation feature, external façade, double glass gazing and cladding and/or any structure of the Flat/ said building including but not limited to carrying out alterations of whatsoever nature in the Flat or in the fittings therein, and/or not make any alterations in any of the fittings, pipes, water supply connections or any of the erection (including Flooring) in the Toilets, under any circumstances. In the event if any damage caused/done to the said elevation feature, external façade, double glass gazing and cladding and/or any structure of the Flat/said building including but not limited to carrying out alterations of whatsoever nature in the Flat or in the fittings therein, and/or any alterations in any of the fittings, pipes, water supply connections or any of the erection (including Flooring) in the Toilets, due to any work being done/carried out by the Purchaser/s, then the Developer Promoter will forthwith forfeit the Interest Free Security Deposit for the Fit-Out Possession and further demand for additional/balance charges form the Purchaser/s, if any, to rectify the said damage and the said additional/balance charges shall be paid by the Purchaser/s within 7 (seven) days from the date of receipt of such demand from the Developer Promoter/Landowner Promoter. In case, the Purchaser/s fails to rectify the said damage/defects within the said period of 7 (Seven) days then the Purchaser/s shall be liable to pay fine/penalty as may decided by the Developer Promoters/Landowner Promoter in that regard. It is also agreed and confirmed by the Purchaser/s that, in the event, if any Purchaser/s carrying out any damages to the Flat/ the said building, then the Developer Promoter /Landowner Promoter shall cease to be liable for the defect free period / defects in the Flat/said building along with amenities as WHOLE as mandated in Act until the Purchaser/s rectify such defect and the Allotee/s hereby agrees and undertakes to indemnify the Developer Promoter/Landowner Promoter for any loss caused due to the said damages in the structure of the Flat/said building. The Purchaser further state, declare, warrant and represent that in the event if the Purchaser takes the fit-out possession then in that event the Purchaser shall not be entitled to any interest of whatsoever pertaining to the delay in possession of the Flat/flat/shop.
- 3.6 The Purchaser(s) is/are also, aware that Goods and Service Tax ("GST") is payable on the sale transaction contemplated herein at the applicable rate on the Sale Consideration of said Flat/ Shop/ Unit/ Premises executed on or after 1st July, 2017. In compliance of the aforesaid, the Purchaser(s) hereby agree(s) to pay the applicable GST on the Sale Consideration of the Flat and/or any additional amount (due to enhancement in the percentage by the Central Government) to the Developer Promote/Landowner Promoter r, if any, being the amount payable towards GST as and when demanded by the Developer Promoter/Landowner Promoter. The Purchaser(s) hereby also agree(s) to pay to the Developer Promoter/Landowner Promoter, the said amount together with any increase thereto and/or interest and/or penalty, if any, that may be levied on the payment of GST (prospectively or retrospectively levied by the Competent authority), when demanded by the Developer Promoter/Landowner Promoter. The aforesaid condition will form part and parcel of fundamental terms of this Agreement.
- 3.7 The Purchaser(s) hereby further undertake, agree, confirm and declare to pay, any other taxes, cess, dues, duties, imposition, premium, surcharge, fees, levies, local body tax (LBT), GST or any other direct or indirect tax by whatsoever name called or any other charges or duty, etc. levied by state and/or central government and/or MCGM and/or corporation and/or concerned local authority and/or any

Signature of Developer Promoter

Signature of Landowner Promoter

Signature of Purchaser(s)

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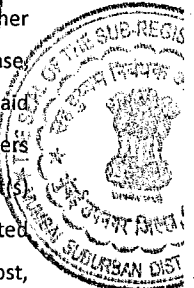
other competent authority (levied prospectively or retrospectively) together with such interest and/or penalty levied thereupon by the state and/or central government and/or corporation and/or concerned local authority and/or any other competent authority, when demanded by the Promoters.

3.8 The Developer Promoter/Landowner Promoter shall not be liable to refund any amounts paid by the Purchaser(s) towards tax deducted at source (TDS), local body tax (LBT), GST and/or any other taxes, cess, dues, duties, imposition, premium, surcharge, fees, levies or any other charges levied by state and/or central government and/or MCGM and/or corporation and/or concerned local authority and/or any other competent authority (levied prospectively or retrospectively) together with such interest and/or penalty levied thereupon by the state and/or central government and/or corporation and/or concerned local authority and/or any other competent authority (hereinafter collectively referred to as "the said Taxes") on the Total Consideration and/or on other amounts specified herein and/or arising out of this transaction and/or any interest, penalty, compensation, damages, costs or otherwise paid to the Promoters. The said amounts shall be accepted by the Purchaser(s) in full satisfaction of all his/her/ their/its claim(s) under this Agreement and/or in or to the Flat.

3.9 Notwithstanding what is mentioned in this Agreement, it is hereby agreed by and between the Developer Promoter/Landowner Promoter and the Purchaser(s) that the Developer Promoter/Landowner Promoter shall at its sole discretion, be entitled to escalate any or all of the amounts (including but not limited to the adhoc non- interest bearing security maintenance charges or corpus deposit or any other charges and/or deposits and/or any other amounts etc.) mentioned hereinabove and upon receipt of demand from the Developer Promoter/Landowner Promoter, the Purchaser(s) hereby agrees to forthwith pay the same to the Developer Promoter/Landowner Promoter within a period of 7 (seven) days without any delay or demur being the essence of this Agreement. It is hereby further agreed between the Promoters and the Purchaser(s) that in the event if any GST, local body tax and/or any other tax by whatsoever name called is levied by the central or state government, local authority and/or competent authority upon any of the amounts and/or deposits and/or charges payable by the Purchaser to the Promoters as mentioned hereinabove then the same shall be solely borne and paid by the Purchaser(s) alone.

3.10 The Purchaser(s) hereby agrees and undertakes to and it shall be obligatory and mandatory upon the Purchaser(s) to contribute and pay his/her/its/theirs proportionate share towards cost, charge, expense, maintenance charges, taxes, duties, cess and other outgoings in respect of the Flat and/or the said Property and/or any part or portion thereof and such share to be determined by the Promoters having regard to the area of each of the flat/unit/premises, etc. and the Purchaser(s) shall not be entitled to ask for or claim adjustment or settlement of the deposit amounts and/or advance maintenance charges and/or any other amounts collected by the Promoters under this Agreement (including but not limited to the deposits and/or advance maintenance charges and/or any other amounts by whatsoever name called herein) against proportionate share towards cost, charge, expense, maintenance charges, taxes, duties, cess and other outgoings in respect of the Flat and/or the said Property and/or any part or portion thereof. Without prejudice to any other right of the Promoters under this Agreement, the Promoters shall at its sole discretion be entitled to adjust the deposits and/or advance maintenance charges and/or any other amounts by whatsoever name called collected under this Agreement against any amounts due and/or maintenance charges and/or towards cost, charge, expense, taxes, duties, cess and other outgoings in respect of the Flat and/or the said Property and/or any part or portion thereof payable by the Purchaser(s) under this Agreement to the Promoters and/or its nominees and/or the competent authority.

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Signature of Developer Promoter

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Signature of Landowner Promoter

Signature of Purchaser(s)

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3.11 In addition to the above, the Purchaser shall also bear and pay such charges, fees, expenses as may be fixed by the Developer Promoter/Landowner Promoter and also the taxes as may be applicable for utilizing such additional facilities and amenities as provided in the Project.

- 3.12 It is specifically agreed that the Developer Promoter/Landowner Promoter has agreed to accept the aforesaid Total Consideration on the specific assurance of the Purchaser that the Purchaser shall:
- make payment of the installments as mentioned hereinabove, to the Developer Promoter/Landowner Promoter from time to time without any delay or demur for any reason whatsoever, time being of the essence;
 - observe all the covenants, obligations and restrictions stated in this Agreement; and
 - any breach or failure to observe the aforesaid covenants, obligations and restrictions would constitute a major breach of the terms of this Agreement by the Purchaser.

3.13 It is specifically agreed that the Total Consideration is a composite price without there being any apportionment.


3.14 The Purchaser hereby agree(s) and shall also be liable and obliged to pay interest as specified in RERA per annum on all and any amounts, taxes which become due and payable by the Purchaser(s) to the Developer Promoter/Landowner Promoter under this Agreement from the date the same is due and payable by the Purchaser(s) to the Developer Promoter/Landowner Promoter and/ or from the date when demand is raised by the Developer Promoter/Landowner Promoter.

- 3.15 The Purchaser hereby agrees and undertakes that he/she/they accord/s his/her/their irrevocable consent that any payment made by the Purchaser to the Developer Promoter/Landowner Promoter hereunder shall, notwithstanding any communication to the contrary be appropriated in the manner below:
- firstly, towards taxes and other statutory dues in relation to the Flat and/or this Agreement;
 - secondly, towards costs and expenses for enforcement of this Agreement and recovery of the Total Consideration;
 - thirdly, towards interest on the amounts (including Total Consideration) payable hereunder;
 - fourthly, towards the charges and other amounts payable hereunder; and
 - finally towards Total Consideration.

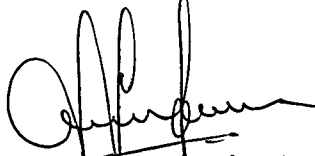
Under any circumstances and except in the manner as aforesaid, no express intimation or communication by the Purchaser, with regard to appropriation/application of the payments made hereunder shall be valid or binding upon the Developer Promoter/Landowner Promoter.

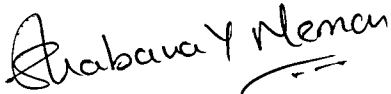
3.16 The aforesaid payments shall be made by the Purchaser within 7 (Seven) days of notice in writing by the Developer Promoter/Landowner Promoter to be given as hereinafter mentioned.

3.17 The Developer Promoter/Landowner Promoter shall confirm that the final carpet area of the Flat that has been allotted to the Purchaser after the construction of the respective Wing of the Project is complete and the Occupation Certificate is granted by the Sanctioning Authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3%. The total price payable for the


Signature of Developer Promoter


Signature of Landowner Promoter


Signature of Purchaser(s)


Shabana Y Noman

carpet area of the Flat shall be re-calculated upon confirmation by the Developer Promoter/Landowner Promoter. If there is any reduction in the carpet area of the Flat within the defined limit then Developer Promoter/Landowner Promoter shall refund the excess money paid by Purchaser within 45 (forty) days with annual interest at the rate specified in Act, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area of the Flat allotted to the Purchaser, the Developer Promoter/Landowner Promoter shall demand additional amount from the Purchaser as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 3.1 of this Agreement.

3.18 The Total Consideration is escalation-free, save and except, escalations/increases, due to increase on account of development charges, taxes 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 Developer Promoter/Landowner Promoter undertakes and agrees that while raising a demand for increase in development charges, taxes, cost, or levies imposed by the competent authorities etc., the Developer Promoter/Landowner Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments and the Purchaser shall pay the same to the Developer Promoter/Landowner Promoter as per the next milestone of the payment plan.

3.19 Time for payment is the essence of this Agreement. In addition to the consideration and taxes/levies etc. as stated above, the Purchaser shall pay all other amounts mentioned in this Agreement.

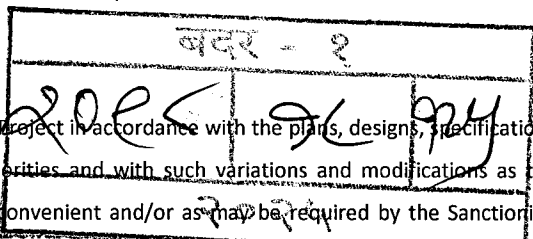
3.20 The Flat Purchasers shall make the payment as mentioned in clause 3.4 (ii), (iii), (v),(vi) and (viii) hereinabove in Bank Account being jointly held by the Landowner Promoter and Developer Promoter. Rest all other charges as mentioned in clause 3.4 shall be deposited in the separate account of Developer Promoter and Landowner Promoter respectively by its respective Flat Purchasers.

3.21 All payments to be made by the Purchaser under this Agreement shall be made by cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of Landowner Promoter/**Developer Promoters Bank** (hereinafter referred to as '**the Designated Account/Promoter's Specified Account**'). Any payment made in favour of any other account other than the Designated Account/Promoter's Specified Account/such other accounts as instructed/specified by the Promoters shall not be treated as payment towards the Flat and shall be construed as a breach on the part of the Purchaser.

1. **OBLIGATIONS OF THE PROMOTERS:**

4.1 The Developer Promoter shall construct the project in accordance with the plans, designs, specifications that are approved by the Sanctioning Authorities and with such variations and modifications as the Promoters may consider necessary and/or convenient and/or as may be required by the Sanctioning Authorities and/or any other concerned authority/s to be made by them. Subject to the provisions of the Act and the Rules, the Promoters shall be entitled to make such changes in the building/s plans as may be required by the Sanctioning Authorities and as the Promoters may from time to time determine and as may be approved by the Sanctioning Authorities and the Purchaser hereby agrees to the same.

4.2 The Promoters agrees to observe, perform and comply with all the terms, conditions, stipulations and



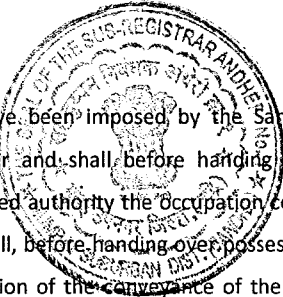
Signature of Developer Promoter

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Signature of Landowner Promoter

Signature of Purchaser(s)

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restrictions, if any, which may have been imposed by the Sanctioning Authorities at the time of sanctioning the plans or thereafter and shall, before handing over possession of the Flat to the Purchaser, obtain from the concerned authority the Occupation Certificate in respect of the same. The Promoters hereby agree that it shall, before handing over possession of the Flat to the Purchaser and in any event before causing execution of the conveyance of the said Property in favour of the Apex Body, make full and true disclosure of the nature of its title to the said Property as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said Property and shall as far as practicable, ensure that the said Property is free from all encumbrances and that the Promoters shall complete its title to the said Property so as to convey the said Property in favour of the Apex Body.

- 4.3 The Developer Promoter/Landowner Promoter shall maintain a separate account in respect of sums received by the Developer Promoter/Landowner Promoter from the Purchaser as advance or deposit as mentioned under clause No.3.4(ii),(iii),(v), (vi) and (viii) and shall utilize the amounts only for the purposes for which they have been received.
- 4.4 The Purchaser is aware that the obligation of the Developer Promoter is merely to provide provision for water supply and electricity supply, however, the connection and supply of water and electricity shall be at the discretion of the authorities and the electricity supply company.

2. LOAN AGAINST THE FLAT:

5.1 It is hereby further expressly agreed that notwithstanding the Purchaser approaches/has approached any bank/ financial institution / or any other lender (hereinafter referred to as "the Lender") for availing of a loan in order to enable the Purchaser to make payment of the Total Consideration or part thereof in respect of the Flat to the Developer Promoter an/Landowner Promoter d/or mortgaged/mortgages the Flat with the Lender (which is to be subject to issuance by the Developer Promoter of a no-objection letter in favour of the Lender) for repayment of the loan amount, it shall be the sole and entire responsibility of the Purchaser to ensure the timely payment of the Total Consideration or the part thereof and/or the amounts payable hereunder. Further, the Developer Promoter s/Landowner Promoter shall not be liable or responsible for the repayment to the Lender of any such loan amount or any part thereof taken by the Purchaser. All costs in connection with the procurement of such loan and mortgage of the Flat and payment of charges to the Lender shall be solely and exclusively borne and incurred by the Purchaser. Notwithstanding the provisions hereof, it is clarified that until all the amounts (including Total Consideration, Contribution, outgoings and maintenance charges, property tax and other taxes) payable hereunder have not been paid, the Developer Promoter/Landowner Promoter shall have a lien on the Flat to which the Purchaser has no objection and hereby waives his right to raise any objection in that regard.

5.2 Notwithstanding anything contained herein it shall always be obligatory on the part of the Purchaser to pay the installments of the consideration amount as and when due under the terms of this Agreement and the Purchaser shall duly and promptly pay the installments of the consideration amount irrespective of the fact that the Purchaser has / have applied for the loan to such financial institution, banks, or such other institutions and further irrespective of the fact that the said loans are being under process and sanction awaited and/or is rejected. The Purchaser shall not be permitted to raise any contention in respect of his failure to pay the installments of the consideration amount on time and on the due dates on the basis that the Purchaser has applied for loans to such financial institution, banks or such other institutions and that the same are under process of disbursement or that the said loan

Signature of Developer Promoter

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Signature of Landowner Promoter

Signature of Purchaser(s)

Shabana Y Men

application of the Purchaser is rejected. In the event of the failure of the Purchaser to pay the installments of the consideration amount the Developer Promoter/Landowner Promoter shall be entitled to enforce its rights as mentioned herein.

5.3 The Purchaser hereby expressly agrees that so long as the aforesaid loan remains unpaid/outstanding, the Purchaser, subject to the terms hereof, shall not sell, transfer, let out and/or deal with the Flat in any manner whatsoever without obtaining the prior written permission of the Developer Promoter/Landowner Promoter and the Lender. The Developer Promoter/Landowner Promoter shall not be liable or responsible for any of the acts of omission or commission of the Purchaser, which are contrary to the terms and conditions governing the said loan. It shall be the responsibility of the Purchaser to inform the Society about the lien / charge of such Lender and the Promoters shall not be liable or responsible for the same in any manner whatsoever.

5.4 The Purchaser shall indemnify and keep indemnified the Promoters and its successors and assigns from and against all claims, costs, charges, expenses, damages, actions and losses which the Promoters and its respective successors and assigns may suffer or incur by reason of any action that the Lender may initiate on account of such loan or for the recovery of the loan amount or any part thereof or on account of any breach by the Purchaser of the terms and conditions governing the said loan in respect of the Flat. Notwithstanding the provisions hereof, the Purchaser hereby agrees and undertakes that the Developer Promoter/Landowner Promoter shall have first lien/charge on the Flat towards all the claims, costs, charges, expenses and losses etc. of the Developer Promoter/Landowner Promoter and the Purchaser further undertakes to reimburse the same to the Developer Promoter/Landowner Promoter without any delay, default or demur.

3. **TERMINATION BY THE PURCHASER AND THE CONSEQUENCES:**

6.1 If the Purchaser/s fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then, the Purchaser/s shall pay to the Developer Promoter/Landowner Promoter interest thereon at the prevailing rate of **State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("Interest Rate")** on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at an Interest Rate.

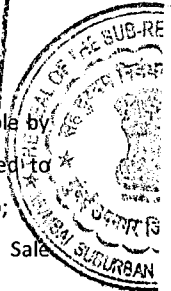
6.2 Without prejudice to the right of the Developer Promoter/Landowner Promoter to charge interest at the Interest Rate mentioned in this agreement, and any other rights and remedies available to the Developer Promoter, any of the following events shall constitute an event of default of the Purchaser/s ("Events of Default"):

6.3 on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Developer Promoter under this Agreement, (including but not limited to his/her/its proportionate share of taxes levied by concerned local authority and other outgoings);

6.4 the Purchaser/s committing 3 successive defaults of payment of installments of the Total Sale Consideration.

6.5 Upon occurrence of an Event of Default and on the Purchaser/s committing 2(two) successive defaults in payment on due date (time being the essence of contract) of any amount due and payable by the

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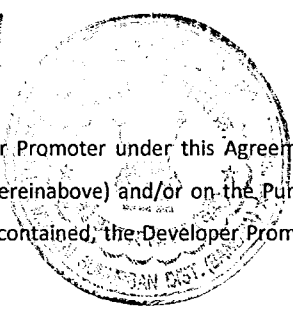
Signature of Developer Promoter

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Signature of Landowner Promoter

Signature of Purchaser(s)

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Purchaser/s to the Developer Promoter under this Agreement (including the Purchaser/s's share of Contribution as mentioned hereinabove) and/or on the Purchaser/s committing breach of any of the terms and conditions herein contained, the Developer Promoter shall be entitled at its own option to terminate this Agreement.

6.6 Provided always that the power of termination hereinbefore contained shall be without any reference or recourse to any judicial authority. However, such power shall not be exercised by the Developer Promoter/Landowner Promoter unless and until the Developer Promoter /Landowner Promoter shall have given to the Purchaser/s 15 (fifteen) days prior notice in writing by Registered Post AD/Speed post/courier at the address provided by the Purchaser/s ("Default Notice"), of its intention to terminate this Agreement and of the specific breach or breaches (including the breach in respect of payment of installments and interest thereof, if any) of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches within a period of 15 (fifteen) days as provided in such cure notice. It is hereby clarified that this Agreement shall be deemed to be terminated upon expiry of the termination notice of 15 (fifteen) days.

6.7 A termination cum Cancellation Deed shall be executed and registered with the Office of Sub-Registrar of Assurance in confirmation of this Agreement for Sale having being cancelled and terminated between the Developer Promoter/Landowner Promoter and the Purchaser/s in all respect at the cost of the Purchaser/s including the cost of stamp duty and registration charges.

6.8 The Developer Promoter/Landowner Promoter shall be entitled to retain an earnest amount of 10% of the Total Consideration which will stand ipso facto forfeited without any reference or recourse to the Purchaser/s towards Liquidated Damages ("Liquidated Damages") and the Developer Promoter/Landowner Promoter shall refund to the Purchaser/s the remaining amount of Total Sales Consideration of the said Flat excluding taxes of any nature whatsoever paid to the government which may till then have been paid by the Purchaser/s to the Developer Promoter/Landowner Promoter but the Developer Promoter/Landowner Promoter shall not be liable to pay to the Purchaser/s any interest on the amount so refunded. It is hereby clarified that such balance sale consideration after deducting the Liquidated Damages shall be refunded without any interest by the Developer Promoter/Landowner Promoter to Purchaser/s within 12 months from the date of termination of this Agreement. The Purchaser/s confirms that the Liquidated Damages is a genuine pre-estimate of the loss suffered by the Developer Promoter/Landowner Promoter and not in the nature of penalty.

6.9 In the event, the Developer Promoter informs the Purchaser/s that it is unable to undertake the Project due to Force Majeure events and/or any reason/s beyond the Developer Promoter's control, then notwithstanding anything contained in the preceding point, and as a consequence thereto, if the Developer Promoter/Landowner Promoter/Purchaser/s decides to cancel/terminate this Agreement, then the Developer Promoter/Landowner Promoter shall be liable to refund all amounts received from the Purchaser/s till then (excluding the taxes deposited with the government) as specified in the Act.

6.10 It is hereby agreed between the parties hereto that receipt of the aforementioned refund either under Clause 6.6 or 6.7 above, as the case may be, by way of cheque, if any, by registered post acknowledgment due/speed post/courier at the address mentioned above, whether encashed by the Purchaser/s or not, will be considered as the payment made by the Developer Promoter/Landowner

Signature of Developer Promoter

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Signature of Landowner Promoter

Signature of Purchaser(s)

Promoter towards such refund and the liability of the Developer Promoter/Landowner Promoter in terms of the said refund shall come to an end forthwith. On termination of this Agreement, the Purchaser/s hereby agrees to forfeiture of all his/her/their right, title and interest in the said Flat or the Aggregate Areas or the said Car Parking Space or any part thereof or the common areas and facilities and limited common areas and every part thereof to the Developer Promoter/Landowner Promoter and shall have no right, title, interest, claim, demand or, except for the refund of the aforesaid amounts (subject to deductions) dispute of any nature whatsoever either against the Developer Promoter/Landowner Promoter or against the said Flat or under this Agreement and for that the Developer Promoter/Landowner Promoter is hereby irrevocably authorized to comply with all the formalities for execution and registration of the unilateral Deed of Cancellation, without the Purchaser/s being a signatory thereto and the Purchaser/s will not raise any objection or dispute in that regard. The Developer Promoter/Landowner Promoter shall be entitled to re-sell/allot the said Flat to a third party, from the date of the termination of this Agreement without any reference/recourse to the Purchaser/s and the only claim that the Purchaser/s shall have against the Developer Promoter/Landowner Promoter shall be refund of the aforesaid amounts (subject to deductions, if any).

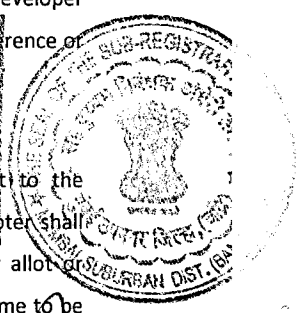
- 6.11 Upon the Developer Promoter/Landowner Promoter terminating the Agreement, Purchaser/s shall cease to have any right, title, interest, claim, demand etc. of any nature whatsoever in respect of the said Flat or any part thereof and /or against the Developer Promoter /Landowner Promoter and the Developer Promoter/Landowner Promoter shall be entitled to deal with and dispose off the said Flat to any other person(s) as it deems fit without any further act or consent of the Purchaser/s.
- 6.12 All the rights and/or remedies of the Developer Promoter/Landowner Promoter including aforesaid rights and remedies of the Developer Promoter/Landowner Promoter are cumulative and without prejudice to one another.
- 6.13 Upon termination of agreement due to any litigation, complaint (from either side) , or any reasons as mentioned hereinabove of this agreement and in event of any orders from authority(s), court(s) etc directing the Developer Promoter/Landowner Promoter to refund the amount received under this agreement, the stamp duty charges and the registration charges incurred by the Allottee/s shall not be entitled to be refunded as the same has been paid directly to the Government Authorities.

4. **RIGHTS OF THE PROMOTERS:**

7.1 It is expressly agreed that the right of the Purchaser under this Agreement is only restricted to the Flat agreed to be sold by the Developer Promoter/Landowner Promoter to the Purchaser and all other premises shall be the sole property of the Developer Promoter/Landowner Promoter and the Developer Promoter/Landowner Promoter shall be entitled to sell or deal with the same without any reference or recourse or consent or concurrence from the Purchaser in any manner whatsoever.

7.2 The Purchaser hereby grants his/he/their irrevocable authority, permission and consent to the Developer Promoter /Landowner Promoter that the Developer Promoter /Landowner Promoter shall have the sole and absolute right and authority and shall be entitled to deal with, sell or allot or otherwise dispose off the flats of their share forming part of the Project and to permit the same to be utilized by anyone for any purpose.

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Signature of Developer Promoter

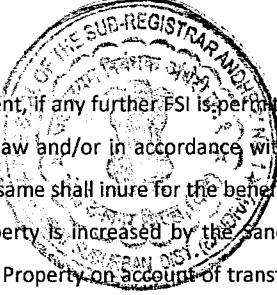
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Signature of Landowner Promoter

[Signature]

Signature of Purchaser(s)

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After the execution of this Agreement, if any further FSI is permitted to be utilized on the said Property in accordance with the applicable law and/or in accordance with the proposed Development Control Regulations, 2034 (DCPR, 2034), the same shall inure for the benefit of the Landowner Promoter alone. If the FSI in respect of the said Property is increased by the sanctioning Authorities and/or additional construction is possible on the said Property on account of transfer of development rights available for being utilised or otherwise and/or if the Sanctioning Authorities permit the construction of additional floors/wing or building/s, then in such event, subject to the provisions of the Act, the Promoters alone shall be entitled to construct such building by adding floors vertically or otherwise as per the revised building/s plans. The Promoters will be entitled to utilise any F.S.I., TDR and all the benefits, potentials, yield, advantages etc. presently available and / or that may be available in the future for any reason including on account of change in regulations / law /any Act etc. in respect of the said Property or any part thereof or any adjoining property or properties as the case may be and continue development till the benefit is fully utilised by the Promoters directly or indirectly and all the flats etc. Project are sold and the amount or amounts receivable by the Promoters is/are duly received by the Promoters and all the obligations required to be carried out by the Purchaser herein and the purchaser/s of flats are fulfilled by them. The Purchaser shall not be entitled to claim any rebate in price or compensation for usage of the amenities etc. or any other advantage from the Promoters on the ground of the Promoters are making additional construction or any other ground whatsoever.

7.4 Notwithstanding the other provisions of this Agreement, the Developer Promoter will be providing various amenities and facilities in the said Property, which will be used by all the units/flats/premises holders of the Project. In view thereof, the Developer Promoter shall be entitled to nominate or appoint any person ("project management agency") to manage the operation and maintenance of the Project, premises and the infrastructure, common amenities and facilities of the Layout Project, STPs, garbage disposal system and such other facilities that the Developer Promoter may be required to install, operate and maintain after the said Property is developed and occupation certificate or whatever name it is called is obtained from the Sanctioning Authority in that regard and if the Society approves, for any subsequent periods for such fee, which fee shall be a minimum of 10% (and escalation thereto) on the actual expenses to be incurred by the project management agency. The Developer Promoter shall have the authority and discretion to negotiate with such project management agency and to enter into and execute a formal Agreement/s for maintenance and management of infrastructure with it/them. The Developer Promoter may enter into other related agreements with any other company or Organization as may be necessary for effective, full and efficient management of the infrastructure, common amenities and facilities of the said Property. It is hereby clarified that any amenities and facilities provided in the said Property shall also be used by the other units/flats/premises holders of the Project and the Purchaser hereby agrees and undertakes not to raise any dispute or objection in this regard.

7.5 In such event, the Purchaser agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Developer Promoter/Landowner Promoter or the project management agency, including without limitation, payment of the Purchaser's share of the project management fee as aforesaid, that may become payable with respect to the operation and maintenance of the Project, said Property, the Common Areas/Amenities and Facilities. It is hereby clarified that upon receiving written instructions from the Developer Promote/Landowner Promoter, the Purchaser shall either directly pay the project management fee to the Developer Promoter or to the project management agency.

7.6 It is hereby clarified that the Promoters shall not be responsible, accountable or liable in any manner

Signature of Developer Promoter

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Signature of Landowner Promoter

Signature of Purchaser(s)

Shabana Y Menon

whatsoever to any person including the Purchaser, the Apex Body/Society for any act, deed, matter or thing committed or omitted to be done by the project management agency and/or any such other agency, firm, corporate body, organization, association or any other person/s in due course of such maintenance, management, control and regulation of the Project.

7.7 The Promoters shall always have the right and be entitled to purchase and acquire TDR from the market and consume the same on the said Property or any part thereof in accordance with the provisions of the Act and construct additional buildings, floors, make alterations and deal with the same in the manner the Promoters deem fit and proper.

7.8 Before the conveyance of the said Property in favour of the Apex Body, the power and authority of the Society shall be subject to the overall authority and control of the Developer Promoter in respect of any of the matters concerning the Project, the construction, development and completion thereof of the said Property and all the amenities pertaining to the same and in particular the Developer Promote/Landowner Promoter shall have the absolute authority and control as regards the unsold flats and the disposal thereof. The Developer Promoter/Landowner Promoter shall be liable to pay only the municipal taxes, at actuals, in respect of the unsold premises in the Project.

7.9 Till the entire development of the Project is completed, the Purchaser shall not interfere in any manner in any work of development or construction and the Promoters alone shall have full control, absolute authority and say over the un-allotted areas car parking spaces, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided in the said Property and the Purchaser shall have no right or interest in the enjoyment and control of the Promoters in this regard.

7.10 The Purchaser is aware that the Developer Promoter will be developing the Project on such terms and conditions as the Developer Promoter may deem fit and Promoters shall be entitled to all the benefit of FSI or any such entitlements for the beneficial and optimum use and enjoyment of the same in such manner as the Promoters deem fit and in accordance with the provisions of the Act.

7.11 The express right, authority and entitlement of the Promoters to give and/or grant over, upon and/or in respect of the said Property and/or any construction thereon including the Project or any portion/s thereof, all rights, interests, benefits, privileges and easements, in favour of any person/s whatsoever, including the owners and occupiers of any contiguous, adjoining or adjacent properties, on such terms, conditions and provisions and as may be desired or deemed necessary by the Promoters in their sole and unfettered discretion and/or as may be required by any Government, Semi-Government, local or Public body or authority. This right, authority and entitlement of the Promoters shall include, but without any limitation, the right to give and/or grant right of way and access, rights to light and air, right to draw from or connect to, as the case may be, water, drainage, sewage, electricity, gas and telephone lines and/or connections and/or installations and all and/or any other facilities, utilities and amenities on the said Property and/or any construction thereon and/or in the said Property or provided in respect thereof and the right to give and/or grant or permit the use and enjoyment of all or any of the area amenities and/or facilities of, provided in and/or relating to the said Property and/or any construction thereon or the said Property or any portion/s thereof.

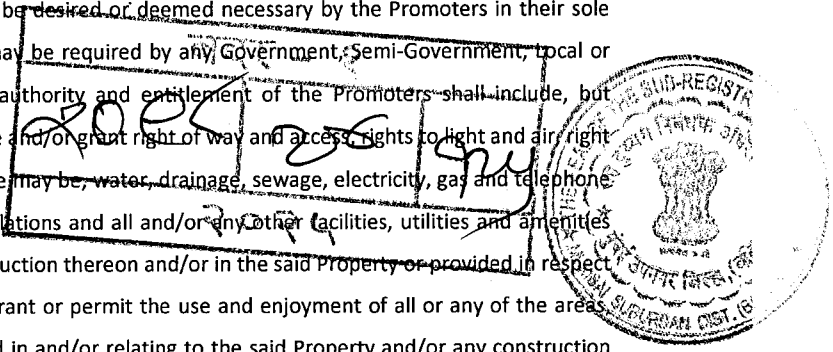
7.12 In accordance with the provisions of the Act, the Developer Promoter with the consent of Landowner

Signature of Developer Promoter

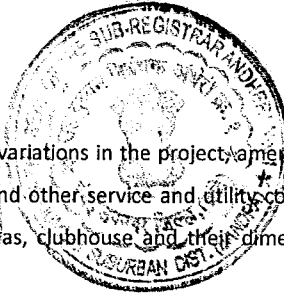
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Signature of Landowner Promoter

Signature of Purchaser(s)



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Promoter shall be entitled to make variations in the project amenities and specifications, re-locations, water, power, sewage, telephone and other service and utility connection, facilities and underground water tanks, pumps, recreation areas, clubhouse and their dimension as the Developer Promoter / Landowner Promoter deems fit.

7.13 In the event the Developer Promoter / Landowner Promoter has paid or is required to pay any amount by way of premium, betterment charges, development charges etc. to any Sanctioning Authority or other authority, the same shall be reimbursed by the Purchaser to the Developer Promoter/Landowner Promoter in proportion to the carpet area wherever applicable of the Flat or otherwise as may be determined by the Developer Promoter/Landowner Promoter. Non-payment of the same shall constitute a breach of this Agreement. Provided However, it is hereby clarified that the Developer Promoter/Landowner Promoter shall enclose the requisite notification/order/rule/regulation/letter/notice published/issued in that behalf alongwith the demand letter which will be issued by the Developer Promoter/Landowner Promoter and the Purchaser shall be liable to pay such amounts to the Developer Promoter/Landowner Promoter, within 15 (fifteen) days of such demand being made by the Developer Promoter/Landowner Promoter.

7.14 In accordance with the provisions of the Act, the Developer Promoter / Landowner Promoter shall be entitled to make such changes in the building plans as the Developer Promoter / Landowner Promoter may from time to time determine and as may be approved by the Sanctioning Authorities.

5. POSSESSION:

8.1 The possession of the Flat shall be delivered to the Purchaser after the Flat is ready for use and Occupation Certificate from the Sanctioning Authority has been received in this regard, provided all the amounts due and payable by the Purchaser under this Agreement and the stamp duty and registration charges in respect of the Flat are duly paid by the Purchaser. The Developer Promoter / Landowner Promoter shall endeavor to give possession of the Flat to the Purchaser on or before 30th June 2026 with a grace period of 12 months subject to force majeure events and subject to reasonable extension beyond the control of the Developer Promoter / Landowner Promoter and other factors as specified herein.

8.2 Notwithstanding anything to the contrary in this Agreement the Developer Promoter / Landowner Promoter shall always be entitled, in its discretion to complete any part/portion or floor of the said Project and apply for and obtain occupation/part occupation certificate/s thereof, whereby, on the Date of Offer of Possession, the Purchaser/s shall be obliged, and undertake/s, to take possession of the Flat for occupation on the basis of such occupation/part occupation certificate which relates to the said Unit. Thereafter, the Promoters shall, without any hindrance or objection by the Purchaser/s, be entitled to carry out by itself or through its contractors or otherwise all remaining development and work in respect of the said Project and/or on the said property and the Purchaser/s has/have agreed for the same and shall not raise any objection/s for the same.

8.3 If the Developer Promoter / Landowner Promoter fails or neglects to give possession of the Flat to the Purchaser on the above referred date or within any further date or dates as may be mutually agreed between the Parties hereto, then in such case the Purchaser shall be entitled to give notice to the Promoters terminating this Agreement, in which event the Developer Promoter shall / Landowner Promoter within 30 days from receipt of such notice refund to the Purchaser the amount of deposit or

Signature of Developer Promoter

Signature of Landowner Promoter

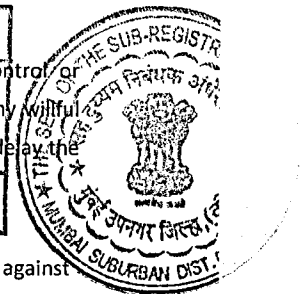
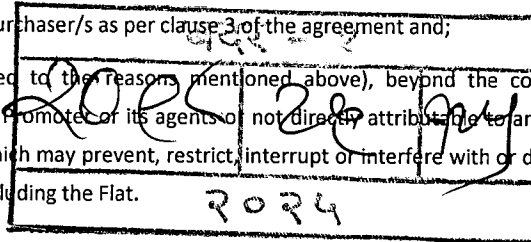
Signature of Purchaser(s)

earnest money and the further amounts, if any, (excluding the taxes) that may have been received by the Developer Promoter /Landowner Promoter from the Purchaser as installments in part payment in respect of the Flat along with the interest at the rate as may be prescribed under the Rules from the date the Developer Promoter/Landowner Promoter receives such amounts till the date the amounts and the interest thereon is repaid. The Developer Promoter/Landowner Promoter shall refund the abovementioned amount in respect of such termination and upon such termination neither party shall have any further claim against the other in respect of the Flat or arising out of this Agreement. The Developer Promoter/Landowner Promoter shall be at liberty to dispose off the Flat to any other person or persons at such price and upon such terms and conditions as the Developer Promoter/Landowner Promoter may deem fit and proper at its sole discretion.

8.4 If as a result of any legislative order or regulation or direction or the non-receipt of any relevant Approvals from the Government or public authorities or for a reason beyond the control of the Developer Promoter / Landowner Promoter or its agent, the Developer Promoter / Landowner Promoter is unable to provide the Flat for fit-outs and/or give possession of the Flat to the Purchaser in the time as mentioned in Clause [8.1] above, the Developer Promoter/Landowner Promoter may by notice in writing terminate this Agreement and the only responsibility and liability of the Developer Promoter/Landowner Promoter in such an event will be to pay over to the Purchaser such consideration as may have been paid by the Purchaser towards the Total Consideration excluding the taxes with such interest thereon at may be prescribed under the Act from the date the Developer Promoter/Landowner Promoter receives such amounts till the date the amounts and the interest thereon is repaid. It is hereby clarified that such balance Total Consideration after deducting taxes shall be refunded by the Developer Promoter/Landowner Promoter to Purchaser within a period of 30 days from the date of termination of this Agreement.

8.5 For the purposes of this Agreement Force Majeure Event shall mean the following:

- (i) an occurrence of an event of war, flood, drought, fire, cyclone, earthquake, or any other natural calamity caused by nature affecting the regular development of the Project;
- (ii) any epidemic, pandemic, war, civil commotion, terrorist attack;
- (iii) non-availability of steel and/or cement or any such building material or by reason of war, civil commotion or any act of God or any prohibitory order of any court against the development of Project;
- (iv) stay or injunction order passed in respect of the Project / said Property by any court of law, tribunal, competent authority, statutory authority, high power committee etc.;
- (v) delay in grant of approvals for the Project from the concerned authorities or of any NOC/permission/license/connection of installation of any services, such as lifts, elevators, electricity and water connections and meters or Occupation Certificate from the appropriate authority; and
- (vi) Due to non-payment by the purchaser/s as per clause 3 of the agreement and;
- (vii) any other reason (not limited to the reasons mentioned above), beyond the control or unforeseen by the Developer Promoter or its agents or not directly attributable to any willful act or omission on its part, which may prevent, restrict, interrupt or interfere with or delay the construction of the Project including the Flat.



8.6 Upon possession of the Flat being delivered to the Purchaser, he/she/they shall have no claim against the Promoters in respect of any item of work in the Flat.

8.7 The location of the car parking space provided with the Flat has not been identified and the same shall

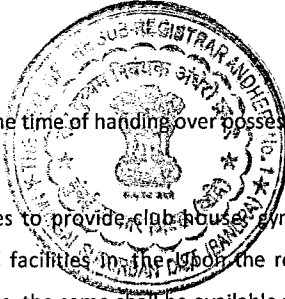
Signature of Developer Promoter

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Signature of Landowner Promoter

Signature of Purchaser(s)

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be provided to the Purchaser at the time of handing over possession of the Flat.

8.8 The Developer Promoter proposes to provide club house, gymnasium facilities, swimming pool and other common and recreational facilities. In the event the receipt of occupation certificate of such common and recreational facilities, the same shall be available for use by all the purchasers of the flats in the Project. The use of the gymnasium and all other recreational facilities to be provided on the said Property shall be on such terms and conditions as the Developer Promoter may determine. The Developer Promoter also reserves the right to modify and delete any one or more of the facilities so represented to be granted on the Project. It is expressly agreed that no right, title and interest of any nature whatsoever shall be created in respect of the said recreational facilities in favour of the Purchaser herein or any of the Purchasers of flats in the Project. The purchase price charged to the Purchaser in respect of the Flat does not include any amount to be expended by the Developer Promoter towards the aforesaid common and recreational facilities. The Developer Promoter reserves the right to terminate the membership of any purchaser if the behavior of the Purchaser is not fit and proper.

8.9 Nothing contained in these presents is intended to be nor shall be construed to be transfer of ownership in law of the said Property and/or the Project or any part thereof.

8.10 The Purchaser agrees that the return of the payment mentioned in Clauses [8.3] and [8.4] above constitutes the Purchaser's sole remedy in such circumstances and the Purchaser foregoes and waives any and all his/her/their rights to claim against the Developer Promoter/Landowner Promoter for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever.

8.11 The Purchaser shall take possession of the Flat within 15 days of the Developer Promoter/Landowner Promoter giving written notice to Purchaser intimating that the Flat is ready for use and occupation and offering possession of the same to the Purchaser and only upon payment of all amounts due and payable by the Purchaser under this Agreement. Commencing from the expiry of the 15 days from issue of the intimation in writing by the Developer Promoter/Landowner Promoter to the Purchaser that the Flat is ready for occupation, use, and possession, the Flat shall be at the risk of the Purchaser (irrespective of whether possession of the Flat is actually taken by the Purchaser or not) in all respects, including loss or damage arising from the destruction, deterioration or decrease in value of the Flat. It is agreed that irrespective of whether possession of the Flat is actually taken or not by the Purchaser, the Purchaser shall, from the date of expiry of the 15 day from the date on which possession of the Flat is offered by the Developer Promoter/Landowner Promoter to the Purchaser, be responsible and liable to bear and pay to the Promoter all outgoings in respect of the Flat, all rates, municipal taxes, cesses, assessments, betterment charges, levies and all other impositions made by the competent local or public bodies or authorities and/or Government, water charges, insurance, common lights and repairs and salaries of employees, chowkidars, sweepers, electricity, gas, telephone cables, waterlines, drainage lines, sewerage lines and other expenses and outgoings necessary and incidental to the management, administration and maintenance of the Project/ said Property. The Purchaser shall pay to the Developer Promoter/Landowner Promoter such proportionate share of all outgoings as may from time to time be estimated or determined by the Developer Promoter.

8.12 The Purchaser shall, prior to taking possession of the Flat examine and satisfy himself/herself/itself with the area of the Flat and the said amenities / fixtures. Thereafter, the Purchaser shall have no claim against the Developer Promoter/Landowner Promoter with respect to the Flat or any other amenities /

Signature of Developer Promoter

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Signature of Landowner Promoter

Signature of Purchaser(s)

fixtures of the Project or any amenities / fixtures alleged not to have been carried out completed therein or not being in accordance with the plans, specifications and / or this Agreement and / or otherwise.

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

8.14 Nothing contained in this Agreement shall be construed so as to confer upon the Purchaser any right whatsoever into or over all open spaces, lobbies, terraces, flat(s)/ shop(s)/unit(s)/premises, car parking spaces, the said Property, the Project and/or any part or portion thereof. It is agreed by and between the Parties that such conferment shall take place on execution of the Conveyance in favour of the Apex Body as hereinafter mentioned, subject however, to the rights of the Developer Promoter as stated herein and the right, claim and entitlement of Purchaser(s) to the above shall be as member of the Society.

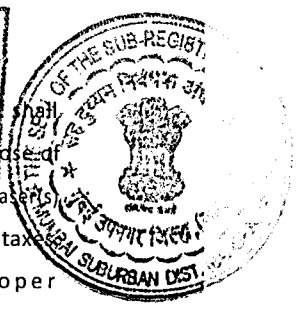
8.15 It is agreed between the Promoters and the Purchaser that at the request of the Purchaser, the Promoters shall subject to the availability of car parking space and in the sole discretion of the Developer Promoter/Landowner Promoter the Developer Promoter/Landowner Promoter may grant right of use of car parking space to the Purchaser on the terms and conditions the Developer Promoter/Landowner Promoter in its sole discretion deems fit and proper. It is hereby clarified that the nothing hereinabove shall grant or deemed to confer or grant any right or benefit or entitlement in favour of the Purchaser(s) to claim and/or demand any car parking space from the Developer Promoter/Landowner Promoter;

8.16 In the event of any portion of the said Property being notified for set-back prior to the execution of conveyance in favour of the Apex Body, the Landowner Promoter shall be entitled to receive the amount of compensation for such set-back portion of the said Property or FSI/TDR in lieu of the same.


8.17 In the event of any portion of the said Property being required by any local or government authorities, than the Landowner Promoter alone shall be entitled to give such portion to the said authority or anybody for such purpose on terms and conditions as the Landowner Promoter shall deem fit.

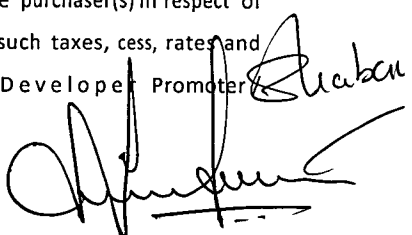
8.18 So long as the various flat(s)/ shop(s)/ unit(s)/ premises in any of the wings of the Project shall not be separately assessed by Local Body and/or the competent authority for the purpose of taxes (including but not limited to property tax), water charges, cess and rates, the Purchaser(s) shall pay all outgoings in respect of the Flat along with the proportionate share of such taxes, cess, rates and other outgoings assessed on the said Property to the Developer Promoter/Landowner Promoter and/or its nominees every month or as and when demanded without any delay or demur. The quantum of outgoings payable by the purchaser(s) in respect of the Flat purchased by them along with the proportionate share of such taxes, cess, rates and other outgoings assessed on the said Property shall be decided by the Developer Promoter

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Signature of Developer Promoter


Signature of Landowner Promoter


Signature of Purchaser(s)

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Landowner Promoter and the decision of the Developer Promoter / Landowner Promoter in this regard shall be binding and subsisting on all the purchaser(s).

6. COVENANTS BY THE PURCHASER:

- 9.1 The Purchaser/s hereby grants his irrevocable power and consent and agrees to the Developer Promoter developing the said property fully by constructing the said Project and/or additional floors/structures thereon so as to avail of the full FSI permissible at present or in future including for staircase, lift, and by way of TDR or by purchase of floating FSI on the said property and including "additional construction" and Promoters selling the same and appropriating to themselves the entire sale proceeds thereof without the Purchaser/s or other acquirers of the Unit/Flat/ premises in the said Project having any claim thereto or to any part thereof. The FSI and/or further additional construction shall always be the said property of the Promoters who shall be at liberty to use, deal with, dispose of, sell, and transfer the same in any manner the Promoters may decide. The Purchaser/s agrees not to raise any objection and/or claim reduction in price and/ or compensation and/or damages including on the ground of inconvenience and/or nuisance. The conveyance of the said property together with the building/s under the said Project being constructed thereon and transfer of rights and benefits of the Developer Promoter as hereinafter mentioned shall be subject inter alia to the aforesaid reservation. The Developer Promoter shall be entitled to consume the full FSI by raising floor or floors on any structure and/or putting up additional structures and/or by way of extension of structures.
- 9.2 The Purchaser shall maintain at his/her/their own costs the Flat agreed to be purchased by him/her/ them in the same conditions, state and order in which it is delivered to him/her/them and shall abide by all bye- laws, rules and regulations of the Developer Promoter / Society, Government, Local Bodies and Authorities and Electricity Supply Company and shall attend to answer and be responsible for all actions and violations of any of the conditions or rules or bye-laws and shall observe and perform all the terms and conditions and covenants contained in this Agreement.
- 9.3 The Purchaser hereby agrees that in the event of any amount becoming payable by way of levy or premium to the Concerned Local Authority or to the State Government by way of or betterment charges, development charges or any other payment of a similar nature in respect of the said Property and/or the various premises to be constructed thereon, the same shall be reimbursed by the Purchaser/s to the Developer Promoter/Landowner Promoter immediately on the demand made by the Developer Promoter/Landowner Promoter, in the proportion in which the area of the Flat shall bear to the total area of the other premises in the wings to be constructed on the said Property and the decision of the Developer Promoter in this regard shall be conclusive and binding upon the Purchaser. The Purchaser shall be liable to pay the development charges as levied by MCGM and any such further increase there from as may be determined by MCGM from time to time.
- 9.4 The Purchaser hereby covenants with the Developer Promoter/Landowner Promoter to pay the Total Consideration liable to be paid by the Purchaser under this Agreement and to observe and perform the covenants and conditions in this Agreement and to keep the Promoters fully indemnified against the said payments and observance and performance of the said covenants and conditions except so far as the same ought to be observed by the Promoters. The Purchaser also agrees and undertakes to give all the facilities to the Promoters to carry out additional construction work on the said Project now under construction.

Signature of Developer Promoter

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Signature of Landowner Promoter

Signature of Purchaser(s)

Shabana Y Mema

9.5 After the formation of society the Developer Promoter / Landowner Promoter shall hand over the balance of the amounts collected towards maintenance to the Society. The Purchaser will not be entitled to ask for adjustment of the deposit amounts mentioned herein, against the expenses (except Assessment Tax) municipal tax and outgoings and other expenses and the payment by the Purchaser of the monthly outgoings in regard to the common amenities and facilities as set out in this Agreement shall be mandatory and obligatory under this Agreement. Failure on the part of the Purchaser to pay the aforementioned charges on demand made by the Developer Promoter/Landowner Promoter shall entitle the Developer Promoter/Landowner Promoter to enforce their rights of termination as herein.

9.6 The Purchaser shall allow the Developer Promoter and their surveyors and agents with or without workmen and others at all reasonable times to enter upon his/her/their Flat or any part thereof for the purpose of repairing any part of the Project and for laying cables, water pipes, fittings, electric wires, structures and other conveniences belonging to or serving or used for cutting off the supply of water and other services to the Flat or any other premises in the Project in respect whereof the Purchaser or user or occupier of such premises as the case may be shall have committed default in payment of his/her/their share of the Local Body property Taxes and other outgoings as also in the charges for electricity consumed by them.

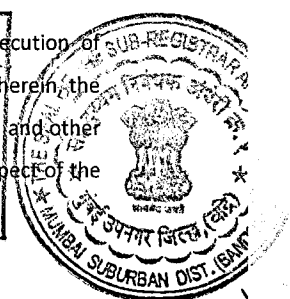
9.7 The Purchaser shall not at any time demolish or cause to be done any additions or alterations of whatsoever nature in the Flat or any part thereof without obtaining prior written permission of the Developer Promoter / Landowner Promoter. The Purchaser shall keep the Flat walls, partitions, walls, sewers, drains, pipes and appurtenances thereto in good and tenable repair and conditions and in particular the Project other than his/her/ their Flat. The Purchaser shall not close the niches or balconies or allow any alterations in the outside elevations and/or the outside colour scheme of the Project to be allotted to him/her/ them.

9.8 After the possession of the Flat is handed over to the Purchaser, if any additions or alterations in or about or relating to the Project required to be carried out by the Government, Local Authority or any other Statutory Authority, the same shall be carried out by the Purchaser of various premises in the Project at his/her/their own costs and the Developer Promoter shall not be in any manner liable or responsible for the same.

9.9 The Purchaser shall not do or permit to be done any act or thing which may render void or voidable insurance (if any) of any premises or any part of the Project or cause any increased premium to be payable in respect thereof or which may be likely to cause nuisance or annoyance to the users and occupiers in the Project.

9.10 It is further agreed between the Promoters and the Purchaser that at the time of execution of Conveyance of the structures comprised in the project in favour of the Apex Body, as stated herein, the Purchaser/s and/or the said Society shall reimburse to the Promoters cost of all permissions and other refundable deposits paid by the Promoters to the various concerned/Local Authorities in respect of the Project.

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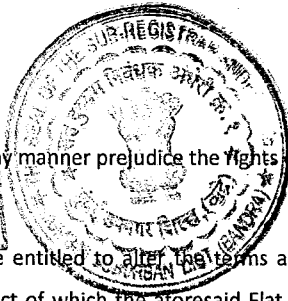
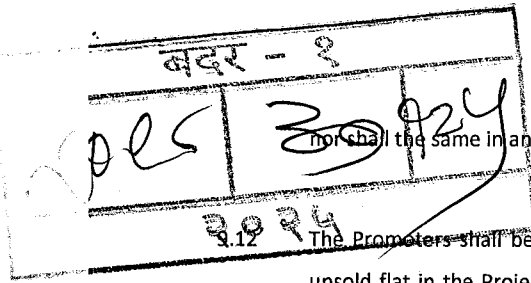


9.11 Any delay or indulgence by the Promoters in enforcing the terms of the Agreement or any forbearance of giving of time to the Purchasers shall not be construed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser

Signature of Developer Promoter

Signature of Landowner Promoter

Signature of Purchaser(s)



nor shall the same in any manner prejudice the rights of the Promoters.

The Promoters shall be entitled to alter the terms and conditions of the Agreements relating to the unsold flat in the Project of which the aforesaid Flat forms part hereafter or even after the Society is formed and the Purchaser shall have no right to object to the same.

9.13 The Project name shall not be changed at any time by the Purchaser or the Society without the prior written consent of the Promoters. Upon and after receipt of obtaining the occupation certificate, the Purchaser shall use the Flat or any part thereof or permit the same to be used only for residential purposes. The Purchaser shall use the Flat or any part thereof or permit the same to be used only for the purpose for which the same is allotted. The Purchaser agrees not to change the user of the Flat without prior consent in writing of the Developer Promoter and any unauthorised change of user by the Purchaser shall render this Agreement voidable at the option of the Developer Promoter and the Purchaser in that event shall not be entitled to any right arising out of this Agreement.

9.14 The Purchaser shall not be entitled to sell, transfer, assign and convey all his/her/their right, title and interest in the Flat, without the prior written consent of the Developer Promoter/Landowner Promoter and any such sale shall be done through the Developer Promoter/Landowner Promoter (with a view to maintain price parity for the Project). In such a scenario, the Developer Promoter/Landowner Promoter shall assist the Purchaser to sell, transfer, assign and convey all his/her/their right, title and interest in the Flat and for such services so provided by the Developer Promoter /Landowner Promoter to the Purchaser, the Purchaser agrees and undertakes to pay to the Developer Promoter /Landowner Promoter such amount as facilitation / administrative / transfer charges in this regard as decided by the Developer Promoter/Landowner Promoter from time to time, which shall be exclusive of applicable GST. The Purchaser hereby agrees that such transfer shall be subject to the terms and conditions as mentioned herein and shall ensure that the new purchaser shall abide by the terms and conditions of this Agreement.

9.15 It is hereby agreed that if due to any ordinance, notification, change in laws or enactments any additional taxes, levies, cess or any amounts pertaining or relating to the development, construction and sale of the Flat is levied and/or payable and/or recovered from the Developer Promoter, then the same shall be borne and paid by the Purchaser.

9.16 As required by the electricity providing company, a substation room shall be provided to them in the said Property and the Promoters shall execute a Deed of Lease/Sublease with the concerned organisation in this connection as may be required. The Purchaser shall not raise any objection and/or obstruction towards the putting up and construction of the electric substation and its structures and allied constructions; room/s pipes and boxes electric meters, cables, connections and other matters in this connection and shall extend all co-operation and assistance as may, from time to time, be necessary in this respect as per the rules and requirements of the concerned organisation.

9.17 The Purchaser(s) agrees that the Purchaser(s) shall from time to time sign all relevant applications, papers, documents, and do all the acts, deeds and things in pursuance to the transaction as the Developer Promoter/Landowner Promoter may require for safeguarding the interests of the other Purchaser/s of Flat of the Project including the Purchaser(s). The Purchaser(s) shall ensure that in the event the Purchaser(s) gives possession of the Flat to any third party by way of lease or license or

Signature of Developer Promoter

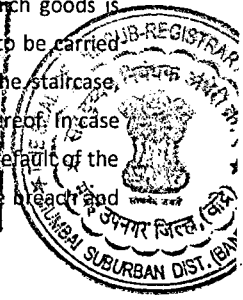
Signature of Landowner Promoter


Signature of Purchaser(s)

otherwise with prior written approval from the Developer Promoter/Landowner Promoter / Society, such person shall from time to time, sign all applications, papers and documents and do all other acts, which the Developer Promote/Landowner Promoter r may require for safeguarding the interests of the Purchaser(s) of the Flat of the Project.

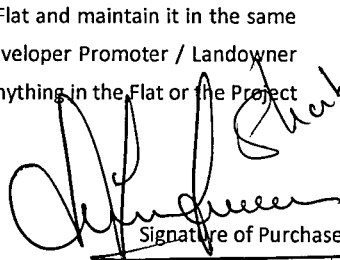
- 9.18 The Purchaser hereby gives his/her/its/their irrevocable consent as contemplated under section 14 (2) of the RERA Act to the Developer Promoter to make any minor addition or alteration in the Flat as may be necessary due to architectural or structural reasons and/or any other alteration or additions required in the sanctioned plans, layout plan, specification of the building or common areas and facilities. However, costs, charges and expenses of such construction shall be borne and paid by the Developer Promoter. The Purchaser and the Society will not object to carrying out such additional/alteration construction by the Developer Promoter on ground of nuisance or on any other ground.
- 9.19 The Developer Promoter/Landowner Promoter shall enter into separate agreements with the Purchasers of different units in the Project for sale to them on ownership basis on terms and conditions substantially similar hereto and the benefit of this and the provisions of such agreements shall bind to the extent applicable, transferees of the Flat from the original Purchaser also.
- 9.20 Notwithstanding what is contained herein to the contrary, the Purchaser/s do hereby irrevocably authorize the Developer Promoter / Landowner Promoter to submit any revised plan for the purpose of making any amendment, change or modification in the building plans in respect of the Project in which the Purchaser/s has/have agreed to purchase the Flat as provided in the Act or any other law for the time being in force.
- 9.21 The Purchaser with an intention to bring all persons in whose hands the Flat may come, doth hereby covenant with the Promoter as follows: -
- (i) to maintain the Flat at the Purchaser's own cost in good tenantable repairs and condition from the date possession of the Flat is taken and shall not do or suffer to be done anything in or to the Project, staircase/s or passage/s which may be against the rules, regulations or bye-laws of concerned local authority or change/alter or make addition in or to the Project or the Flat or part thereof;
 - (ii) not slaughter any animal in the precincts of the Society
 - (iii) not to store in the Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction of the Project or storing of which goods is objected by the concerned local or other authority and shall not carry or cause to be carried heavy packages whereby floors may be damaged or that is likely to damage the staircase, common passage or any other structures of the Project including the entrance thereof. In case any damage is caused to the Flat or the Project on account of the negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach and the decision of the Developer Promoter / Landowner Promoter shall be final;
 - (iv) to carry at the Purchaser's own cost all internal repairs to the Flat and maintain it in the same condition, state and order in which it was delivered by the Developer Promoter / Landowner Promoter to the Purchaser and not to do or suffer to be done anything in the Flat or the Project

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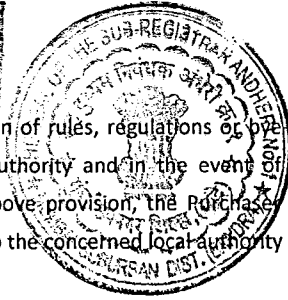



Signature of Developer Promoter


Signature of Landowner Promoter


Signature of Purchaser(s)

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which is in contravention of rules, regulations or bye laws of the concerned local concerned local authority/public authority and in the event of the Purchaser committing any act, in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;

- (v) not to demolish or cause to be demolished the Flat or any part thereof nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Flat or any part thereof nor alter the elevation, section, details and outside colour scheme of the Project and to keep the portion, sewers, drain pipes and all other amenities in the said Flat and appurtenances thereto in good tenantable repair and condition so as to support, shelter and protect other parts of the Project and the Purchaser shall not chisel or in any other manner damage the columns, beams, walls, slabs or RCC structure or part or other structural members of the Flat without the prior written permission of the Developer Promoter / Landowner Promoter and /or the Society and the Concerned local authority. In case, on account of any alterations being carried out by the Purchaser in the Flat (whether such alterations are permitted by the Concerned Authorities or not) if there shall be any damage to the adjoining flats or to the flats situated below or above the Flat (inclusive of leakage of water and damage to the drains), the Purchaser shall at his own costs and expenses repair such damage (including recurrence of such damages). The Purchaser also undertakes not to affix any grills to any external surface of the Project.
- (vi) not to throw dirt, rags, garbage or other refuse or permit the same to be thrown from the Flat in the compound or any portion of the Balance Property and/or Project in which the Flat is situated;
- (vii) to bear and pay all rents, rates, taxes, cesses, assessments, municipal/property taxes, water charges, charges for maintenance of STPs, garbage disposal system and such other facilities that the Promoter may install, operate and maintain under the guidelines prescribed under MOEF and/or other statutory authorities including any increase in local taxes, development or betterment charges, water charges, insurance premium and such other levies, if any, which are and which may be imposed by the Sanctioning Authorities and/or government and/or other public authority on account of change of user of the Flat or otherwise;
- (viii) to bear and pay all service tax, works contract tax, MVAT, Goods & Service Tax (GST), LBT, etc. and such other levies, if any, which may be imposed with respect to the construction on the said Property and/or any activity whatsoever related to the Flat by the Sanctioning Authorities and/or State/Central/Government and/or public authority from time to time;
- (ix) to install air-conditioning units only in the space/s designated for the said purpose in the Flat. If the Purchaser desires to install air-conditioner/s, of a type which or any part, unit or component of which will protrude/project substantially outside the Flat, or be required to be affixed/installed outside the Flat, then the Purchaser shall install/affix the same only after obtaining prior written permission from the Developer Promoter / Landowner Promoter and/or the Society and shall strictly observe and comply with all the terms and conditions, if any, which may be imposed by the Developer Promoter / Landowner Promoter and/or the Society, as the case may be, in respect of the same;

Signature of Developer Promoter

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Signature of Landowner Promoter


Signature of Purchaser(s)

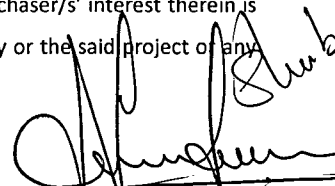
- (x) to permit the Developer Promoter / Landowner Promoter and its architects, engineers, surveyors, contractors, agents and employees, with or without workmen and others including the representatives of the project management agency and its employees, at all reasonable times, to enter into and upon the Flat or any part thereof, to view and examine the state and condition thereof and/or for the purpose of carrying out the service, repairs, upkeep, cleaning and maintenance of the Project or any part thereof, including all drains, pipes, cables, wires, gutters and other fixtures, fittings, utilities, conveniences, amenities and facilities belonging, serving or appurtenant thereto, as also for the purpose of making, laying, installing and/or affixing additional, new and other fixtures, fittings, utilities, conveniences, amenities, facilities and services in, through, over or outside the Flat for the benefit of the Project. The Purchaser shall not obstruct or hinder the Developer Promoter / Landowner Promoter and/or the project management agency and/or their architects, engineers, surveyors, contractors, agents and employees, with or without workmen and others, in carrying out their duties. The Purchaser shall rectify and make good all defects, and unauthorized changes within 15 days from the date of receipt of a written notice from the Developer Promoter in that regard;
- (xi) till the management of the Project is handed over to the Society, to allow the Developer Promoter, its surveyors and agents at all reasonable time to enter into or upon the Flat / Project to view and examine the state and condition thereof;
- (xii) not to close or permit to be closed varandas or balconies of the Flat / Project or change the external colour scheme or the pattern of the colour of the wings comprised in the Project; not to change the exterior elevation or the outlay of the wings comprised in the Project / Flat; not to install/construct/erect sintex tank/s or other water storage tank/s in the Flat and; not to affix/install any sign, name or display boards, or any hoardings or neon lights in, out or about the Flat, the Project and/or in any part of the Project, without the prior written permission of the Developer Promoter and/or the Society, as the case may be;
- (xiii) not to cover or enclose in any manner whatsoever, the open terrace/s, utility area/s, the open balcony/balconies or other open space/s (if any) forming a part of or appurtenant to the Flat. If the Purchaser desires to affix/install grills to the windows of the Flat, or grill/s or safety door/s to the main door of the Flat, then the Purchaser shall obtain the prior written permission of the Developer Promoter and/or the Society, as the case may be, to do so and shall ensure that the designs and position thereof are strictly in accordance with the designs, specifications and permission given by the Developer Promoter / Landowner Promoter and/or the Society, as the case may be, in that regard;
- (xiv) not to construct/erect any brick or masonry wall/partition/loft/mezzanine in the Flat or to make any other structural additions or alterations of a temporary or permanent nature therein;
- (xv) not do or suffer to be done anything on the said Property or the Project / Flat which would be forbidden or prohibited by the rules of the concerned government authorities. In the event the Purchaser commits any acts or omissions in contravention to the above, the Purchaser alone shall be responsible and liable for all the consequences thereof to concerned authorities in addition to any penal action taken by the Developer Promoter / Landowner Promoter on that behalf;
- (xvi) not to demand partition of the Purchaser/s interest in the said property, it being expressly agreed, understood and confirmed by the Purchaser/s that the Purchaser/s' interest therein is impartible and not to demand any sub-division of the said property or the said project or any

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Signature of Developer Promoter


Signature of Landowner Promoter


Signature of Purchaser(s)

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(xvi)		not to hang clothes, garments or any other item or things from the balcony, windows or terrace or any other place appurtenant to the Project / Flat, save and except in the areas designated for the said purpose;	



- (xviii) not to keep flower-vase outside the Project / Flat on the parapet or chajja or in the common area of the Project;
- (xix) not to encroach upon or make use of any portion of the Project not agreed to be acquired by the Purchaser but not limited to car parking area, common area, lifts, lobbies, basement etc;;
- (xx) to co-operate and render all assistance and facilities to the Developer Promoter and to do and perform all acts, deeds, things and matters, as may be required by the Developer Promoter from time to time and at all times hereafter, including to sign and execute and admit execution of all necessary writings/documents as may be required by the Developer Promoter / Landowner Promoter, within 15 (fifteen) days from receipt of the Developer Promoter's intimation in respect thereof and to attend the Developer Promoter / Landowner Promoter office in this regard, for enforcing and putting into complete effect the terms, conditions and provisions of this Agreement and all related or incidental documents and writings and so as to enable the Developer Promoter / Landowner Promoter to carry out and complete the development of the Project and the contiguous, adjacent and adjoining lands in the manner that may be desired and deemed fit and as envisaged by the Developer Promoter / Landowner Promoter in their sole and unfettered discretion, including as mentioned in this Agreement;
- (xxi) The Purchaser shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations of amendments thereof that may be made from time to time for protection and maintenance of the flats therein and for the observance and performance of the rules, regulations and bye-laws for the time being of the Concerned Local Authority and of the Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the Flat and shall pay and contribute in accordance with the terms of this Agreement.
- (xxii) Irrespective of dispute if any, arising between the Promoters and the Purchaser and/or the Society all amounts, Contribution and deposits including amounts payable by the Purchaser to the Developer Promoter/Landowner Promoter under this Agreement shall always be paid punctually by the Purchaser to the Developer Promoter/Landowner Promoter and shall not be withheld by the Purchaser for any reasons whatsoever.

These covenants shall be binding and operative even after the formation of the Organization.

9.22 The Purchaser/s hereby represents the Developer Promoter/Landowner Promoter herein that:

- a. The Purchaser/s agrees to pay to the Developer Promote/Landowner Promoter r, interest as specified in the Act, on all the delayed payment which become due and payable by the Purchaser/s to the Developer Promoter/Landowner Promoter under the terms of this

Signature of Developer Promoter

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Signature of Landowner Promoter

Signature of Purchaser(s)

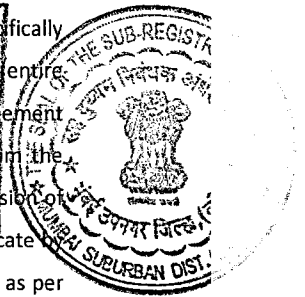
Agreement from the date the said amount is payable by the Purchaser(s) to the Developer Promoter/Landowner Promoter.

- b. he/she/they/it is/are not prohibited from acquiring the Flat and said Car Parking Space under any applicable law or otherwise;
- c. he/she/they/it has/have not been declared and/or adjudged to be an insolvent, bankrupt etc., and/ or ordered to be wound up or dissolved, as the case maybe;
- d. No receiver and/or liquidator and/or official assignee or any person is appointed in the case of the Purchaser/s or all or any of his/her/their/its assets and/or properties;
- e. none of his/her/their/its assets/properties is attached and/or no notice of attachment has been received under any rule, law, regulation, statute etc.;
- f. no notice is received from the Government of India (either Central, State or Local) and/or from any other Government abroad for his/ her/their/its involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him /her / them;
- g. no execution or other similar process is issued and/or levied against him/her/ them and /or against any of his/her/ their/its assets and properties;
- h. he/she/they/it has/have not compounded payment with his/her/their /its creditors;
- i. he/she/it/they is/are not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6(six) months;
- j. he/she/it/they is/are not an undesirable element and will not cause nuisance and/or cause hindrances in the completion of the said Project and /or anytime thereafter and will not default in making payment of the amounts mentioned in this Agreement;
- k. The Purchaser/s is/are in a good financial position to pay the Total Sale Consideration and the Installments in the manner as stated in this Agreement without any delay or default and shall as and when called upon by the Devloper Promoter /Landowner Promoter provide such security as may be required by the Developer Promoter/Landowner Promoter towards the payment of the Sale Consideration and the Installments.

7. OUTGOINGS:

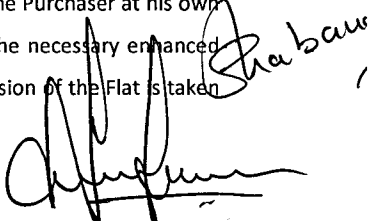
10.1 In the event, if there is deficit in respect of provisional monthly contribution of maintenance during the Developer Promoter/Landowner Promoter making payment of all the outgoings as mentioned above, the Purchaser shall forthwith on demand pay to the Developer Promoter/Landowner Promoter his proportionate share to make up such deficit. The Purchaser undertakes to pay such provisional monthly contribution and thereafter such proportionate share of outgoings and charges regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. Failure on the part of the Purchaser to pay the monthly contribution within the stipulated time shall entitle the Developer Promoter to cut off the essential supply to the Flat. Such essential supply shall be restored only after the Purchaser shall have cleared all arrears as aforesaid. It is further herein specifically provided that, the Purchaser shall be entitled to the possession of the Flat on payment of entire consideration amount payable to the Promoters by the Purchaser under the terms of this Agreement and further only after the Developer Promoter has received the occupation certificate from the concerned authorities in respect of the Flat. However, if the Purchaser desires to have possession of the Flat after the same is ready and fit for occupation, before the grant of the occupation certificate by the concerned authorities and provided the Purchaser has paid the entire consideration amount as per the terms of this Agreement, then the possession of the Flat shall be taken by the Purchaser at his own risk and costs. Further, in such an event the Purchaser shall be liable to pay the necessary enhanced charges/penalties that may be levied by the concerned authorities if the possession of the Flat is taken

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Signature of Developer Promoter


Signature of Landowner Promoter


Signature of Purchaser(s)

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by the Purchaser before the grant of occupation certificate.

10.2 It is agreed that sub-clause no. (i), (iv) (vi) (ix) and (x) in respect of amounts mentioned in Clause [3.4] above, the Promoters are not liable to render accounts, however for the amount collected under other heads, the Promoters shall hand over the deposits or balance thereof, if any, on handing over to the Society.

10.3 The Purchaser hereby agrees to bear and pay any statutory dues including not limited to GST on any of the amounts collected by the Developer Promoter as set out in Clause 3.21 hereto.

8. INTEREST:

Without prejudice to the Developer Promoter's/Landowner Promoter's other rights under this Agreement and/or in law, the Purchaser agrees to pay to the Developer Promoter/Landowner Promoter an interest at such rate as may be prescribed under the Rules on all the amounts which become due and payable by the Purchaser to the Developer Promoter/Landowner Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser to the Developer Promoter/Landowner Promoter until the date such outstanding amount is received by the Developer Promoter/Landowner Promoter.

9. FSI AND DEVELOPMENT POTENTIAL OF THE REAL ESTATE PROJECT:

12.1 The Purchaser hereby agrees, accepts and confirms that the Developer Promoter / Landowner Promoter proposes to develop the Project by utilization of the Minimum FSI/TDR in the manner more particularly detailed at Recital above and as depicted in the layout plans, proformas and specifications as stated hereinabove and Purchaser has agreed to purchase the Flat based on the unfettered and vested rights of the Developer Promoter / Landowner Promoter in this regard.

12.2 In this agreement, the word Floor Space Index (F.S.I.) or Floor Area Ratio (F.A.R) shall have the same meaning as understood by the Planning Authority under its relevant building regulations or byelaws. The Developer Promoter / Landowner Promoter shall be entitled to float / consume the full available and /or to be available F.S.I. of the said property for carrying out any permissible construction in the said Project.

12.3 The Developer Promoter / Landowner Promoter shall be entitled to and authorized to utilize the entire permissible FSI/FAR including the further FSI, if any available, in respect of the said property or any part thereof for the construction of Building/s or phase or part thereof on the said property in the said Project. The Developer Promoter / Landowner Promoter shall be entitled to float the F.S.I. of the said property for carrying out any permissible construction in the said Project. The Purchaser/s hereby gives his specific irrevocable consent for the same.

12.4 If any portion of the said property being required by any concerned authorities, than the Landowner Promoter alone shall be entitled to get the compensation in the form of additional FSI for the same. In such event, the Landowner Promoter shall be absolutely entitled to use, utilize and / or sell such additional FSI on the said property or part thereof. The Landowner Promoter shall be entitled to use the same either by way of construction of new building or extension of the said Building/s on the said property. The Purchaser/s has hereby agreed and given his irrevocable consent for the same and for the revision of the layout and the building plans of the said Project. If the concerned authorities or the local authority refuses to grant such compensatory FSI, then the Landowner Promoter shall be

Signature of Developer Promoter

Signature of Landowner Promoter

Signature of Purchaser(s)

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absolutely entitled to receive the monetary compensation for the same prior to the execution and registration of the final conveyance in favour of the Apex Body.

10. **DEFECT LIABILITY**

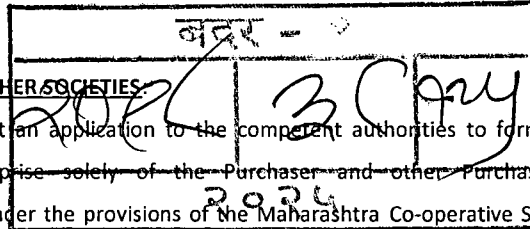
13.1 If within a period of 5 (five) years from the date of handing over the Flat to the Purchaser, the Purchaser brings to the notice of the Developer Promoter / Landowner Promoter any structural defect in the Flat or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Developer Promoter at its own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Developer Promoter, compensation for such defect in the manner as provided under the Act. Provided However that the Purchaser shall not carry out alterations of whatsoever nature in the Flat or in the fittings therein, in particular it is hereby agreed that the Purchaser shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erection (including Flooring) in the Toilets/ Kitchen as this may result in seepage of the water. If any of such works are carried out without the written consent of the Developer Promoter / Landowner Promoter, the defect liability automatically shall become void.

13.2 It is clarified that the liability of the Developer Promoter under this clause shall not extend to:

- (i) any such defects if the same have been caused by reason of the default and/or negligence of the Purchaser and/or any other purchasers in the Project (including the family members, servants, occupants, licensees of such Purchasers) i.e. against the guidelines, precautions, warranties, warnings on the products, provided by the Developer Promoter/ Utility Providers for the Project.
- (ii) defects caused by normal wear and tear, abnormal fluctuations in the temperatures, abnormal heavy rains, vagaries of nature; negligent use of the Flat or the fixtures or fittings provided therein. Defects in fittings and fixtures are not included therein and are subject to individual warranties provided by the manufacturers of such fittings and fixtures in this regard.
- (iii) Defect caused due to change in elevation feature, external façade, double glass gazing and cladding of the said unit/ said building due to any work being done/carried out by the Allotee/s.

11. **FORMATION OF THE SOCIETY AND OTHER SOCIETIES.**

14.1 The Developer Promoter shall submit an application to the competent authorities to form a co-operative housing society to comprise solely of the Purchaser and other Purchasers of units/premises/flats in the Project, under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder, read with the Act.



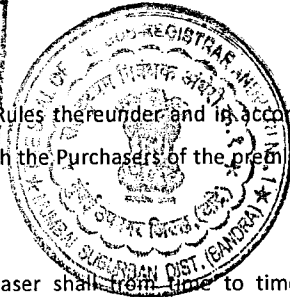
14.2 The Purchaser shall, along with other Purchasers of premises/units/flats in the Project join in forming and registering a co-operative housing society under the provisions of the Maharashtra Co-operative

Signature of Developer Promoter

Signature of Landowner Promoter

Signature of Purchaser(s)

बंदर - २		
02	28	02
Societies Act, 1960 and the Rules thereunder and in accordance with the provisions of the Act, in respect of the Project in which the Purchasers of the premises in the Project alone shall be joined as members ("the Society").		
२०२६		



Societies Act, 1960 and the Rules thereunder and in accordance with the provisions of the Act, in respect of the Project in which the Purchasers of the premises in the Project alone shall be joined as members ("the Society").

- 14.3 For this purpose, the Purchaser shall from time to time sign and execute the application for registration and/or membership and all other papers, forms, writings and documents necessary for the formation and registration of the Society and for becoming a member thereof, including the bye-laws of the Society and shall duly fill in, sign and return to the Developer Promoter within 7 (seven) days of the same being made available to the Purchaser, so as to enable the Developer Promoter, in co-operation with the Landowner Promoter with respect to Flat Purchasers of Landowner Promoter, to register the Society. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft/final bye-laws of the Society, as may be required by the Registrar of Co-operative Societies or any other Competent Authority.
- 14.4 The name of the Society shall be solely decided by the Promoters. The r Promoters shall be entitled to and may change the name of the Society once or more than once on or before obtaining completion certificate for the Project. However, the name of the said Building shall not be changed by the Society without written consent of the Promoters.
- 14.5 The Society shall admit all purchasers of units and premises / flats of the Project as members, in accordance with its bye-laws.
- 14.6 The Developer Promoter/Landowner Promoter may sell, transfer or assign all their rights, title and interest in in respect of the unsold units/flats in the Project but without in any manner affecting the Purchaser's rights. The Purchaser/s hereby irrevocably and unconditionally declare/s, agree/s, undertake/s, covenant/s, confirm/s and assure/s that it shall not raise objection to the aforesaid right of the Purchaser in any manner;
- 14.7 The Developer Promoter shall/Landowner Promoter be entitled, but not obliged to, join as a member of the Society in respect of unsold flats/units in the Project, if any.
- 14.8 Post execution of the Conveyance of the said Property and the structures comprised in the Project in favour of the Apex body, the Apex body/ Society shall be responsible for the operation and management and/or supervision of the Project, and the Purchaser shall extend necessary co-operation and shall do the necessary acts, deeds, matters and things as may be required in this regard.
- 14.9 The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Developer Promoter for preparing, drafting and approving all such documents, shall be borne and paid by the Society and the respective members/intended members including the Purchaser, as the case may be, and the Developer Promoter / Landowner Promoter shall not be liable toward the same.

Signature of Developer Promoter

36

Signature of Landowner Promoter

Signature of Purchaser(s)

Shabana Y Meman

15. **CONVEYANCE OF PROPERTY TO THE APEX BODY:**

- 15.1 The Promoter have informed the Flat purchasers that, in the Yamuna Nagar layout, various buildings have been constructed by different developers and the respective purchaser of the said buildings have formed various societies. All such societies have formed an Apex Body known as Oshiwara Residents Association for Clean Environment bearing Registration No.F34998. The various flat purchasers of 72 West project shall form society, who shall become the member of the said Apex Body.
- 15.2 The Landowner Promoter shall, after utilization of entire benefits of the said layout, within a period of 180 days on the receipt of request and required documents from the Apex Body, convey the entire property in favour of the said Apex Body.
- 15.3 The draft of Deed of Conveyance shall be prepared jointly by landowner promoter and Apex Body. However, all the cost, charges and expenses for drafting of the said conveyance, stamp duty and registration charges shall be borne by Apex Body alone. . Post the Final Conveyance, the Apex Body shall be responsible for the operation and management and/or supervision of the Yamuna Nagar Layout/said Property including any common areas facilities and amenities and the Landowner Promoter/Developer Promoter shall not be responsible for the same.

16. **MORTGAGES (Applicable only for Flat Purchaser of Developer Promoter)**

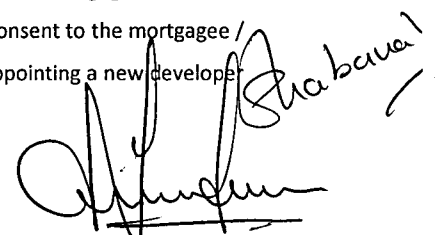
- 16.1 The Purchaser/s hereby declare/s and confirm/s that the Developer Promoter has prior to the execution hereof, specifically informed the Purchaser/s that:
- 16.1.1. The Developer Promoter has (as disclosed herein and the Title Certificate) /may have in future an arrangement with certain Banks and Financial Institutions (hereinafter collectively referred to as "the said Banks"), under which the said Banks have granted/ would grant a line of credit to the Developer Promoter to facilitate development of the Project, and as security for repayment of loans which have been /may be advanced to the Developer Promoter by the said Bank, the Developer Promoter has created/ may create, cause to be created mortgages/charges on its rights in the Project in favour of the said Banks.
- 16.1.2. The Developer Promoter specifically reserves its right to offer its rights in the Project and all the residuary right, title and interest in the Flat to be constructed on the Project, as security (including by way of a mortgage or charge or hypothecation of receivables of allotted units being the installments of purchase price together with interest and other charges payable thereon) to any other credit/financial institution, bank or other person/body, who has advanced or may hereafter advance credit, finance or loans to the Developer Promoter, and the Purchaser/s has/have given and granted his/her/their/its specific and unqualified consent and permission to the Developer Promoter for doing the same without any further reference to the Purchaser.
- 16.1.3. The Purchaser hereby acknowledges that the mortgagee / proposed mortgagee shall have all rights of a lender under law and hereby gives his irrevocable consent to the mortgagee / proposed mortgagee to exercise his rights under law including appointing a new developer in place and instead of the Developer Promoter.

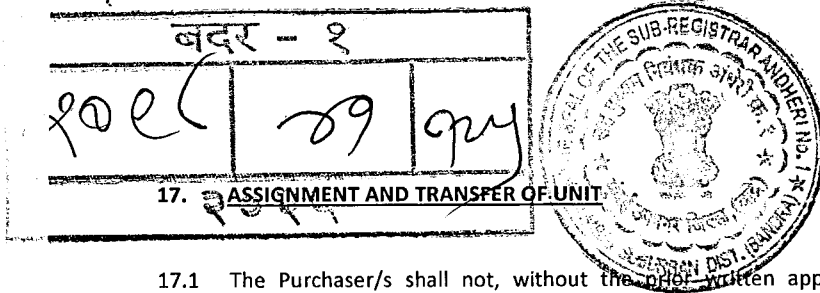
20/04/2024
20/04/2024
2024




Signature of Developer Promoter


Signature of Landowner Promoter


Signature of Purchaser(s)



17.1 The Purchaser/s shall not, without the prior written approval of Developer Promoter/Landowner Promoter, sell, transfer, assign, lease, license, etc. or otherwise deal with or dispose off the Flat or any part or benefits thereof. The Developer Promoter /Landowner Promoter shall be entitled to withhold such consent in the event the Purchaser/s has committed a breach or default of any of the terms and conditions of this Agreement or any unpaid amounts which are due and payable.

17.2 The Purchaser/s shall ensure that the proposed transferee satisfies all the representations, warranties and obligations applicable to the Purchaser/s under this Agreement and any proposed transfer shall be subject to this Agreement.

i) Each transferee and assignee shall be bound by the terms of this Agreement, including this clause. The Developer Promoter/Landowner Promoter may at its discretion call upon each transferee and assignee to execute any appropriate documents and writings, at the costs and expenses of the transferee/ assignee.

ii) In the event the Purchaser/s who is a non-resident/foreign national of Indian Origin/OCI/PIO, it is abundantly made clear to the that in respect of all remittances, acquisitions/transfer of the Flat, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 ("FEMA") or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India ("RBI") 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 FEMA or such statutory enactments or amendments thereof, and the rules and regulations of the RBI or any other applicable law from time to time. The Purchaser/s understands and agrees that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control laws and guidelines issued those issued by the RBI, the Purchaser/s alone shall be liable for any action under the FEMA, or any other statutory modifications or re-enactments thereto and other applicable laws. The Developer Promoter accepts no responsibility in this regard and the Purchaser/s does hereby indemnify and keep the Developer Promoter /Landowner Promoter indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

18. **ENTIRE AGREEMENT:**


This Agreement, along with 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, booking form, letter of acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.


19. **RIGHT TO AMEND:**

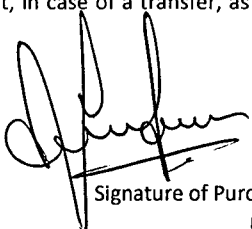

This Agreement may only be amended through written consent of the Parties.

20. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/SUBSEQUENT PURCHASERS:**

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


Signature of Developer Promoter


Signature of Landowner Promoter


Signature of Purchaser(s)


16. **SEVERABILITY:**

The invalidity, illegality or unenforceability of any one or more provision of this Agreement, shall not affect the validity or enforceability of the other provisions, if separately enforceable. If for any reason whatsoever any provision of this Agreement is or becomes or is declared by a court of competent jurisdiction to be, invalid, illegal or unenforceable, then the Parties will negotiate in good faith to agree on one or more provisions to be substituted therefore, which provisions shall, as nearly as practicable, leave the Parties in the same or nearly similar position to that which prevailed prior to such invalidity, illegality or unenforceability.

17. **FURTHER ASSURANCES:**

Both/all the 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.

18. **NOTICES:**

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

Name of the Purchaser : **YUNUS MEMON & SHABANA YUNUS MEMON**

(Purchaser's Address): **LODHA BELAIR, TOWER A FLAT NO 1705, PATEL ESTATE, VAISHALI NAGAR, JOGESHWARI WEST, MUMBAI 400102.**

Notified Email ID: **yunus_memon@yahoo.com/memon_shabana@yahoo.com**

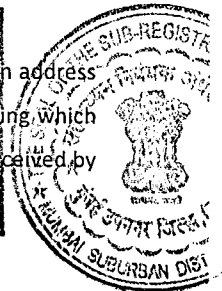
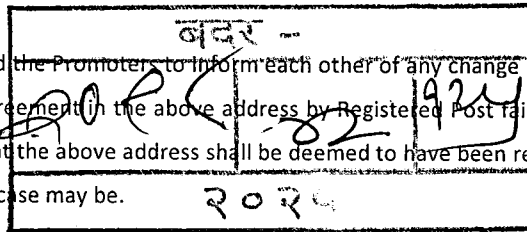
Sheth Developers Private Limited

Ground & 3rd Floor, Prius Infinity,
Paranjape B Scheme, Subhash Road,
Vile Parle East Mumbai 400 057

Messrs Poonam Builders:

B-203 Goyal Shopping Arcade,
Opp. Railway Station, Borivali (West),
Mumbai – 400 092

It shall be the duty of the Purchaser 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 Purchaser, as the case may be.



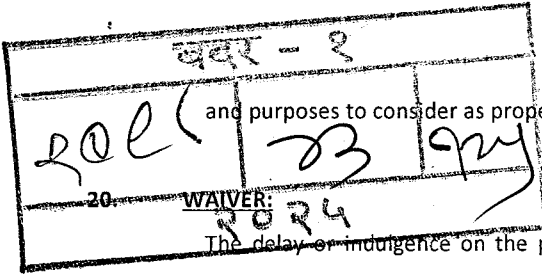
19. **JOINT PURCHASERS:**

That in case there are Joint Purchasers all communications shall be sent by the Promoters to the Purchaser whose name appears first and at the address given by him/her which shall for all intents

Signature of Developer Promoter

Signature of Landowner Promoter

Signature of Purchaser(s)



and purposes to consider as properly served on all the Purchasers.

The delay or indulgence on the part of the Promoters in enforcing any of the terms hereof, or any forbearance or giving of time shall not be construed as waiver on their part of any breach or non-compliance of any other terms and conditions hereof by the Purchaser nor shall the same in any manner prejudice any of the Promoters' rights hereunder or otherwise under law.

21. STAMP DUTY AND REGISTRATION CHARGES:

The charges towards stamp duty fees and registration charges of this Agreement shall be borne by the Purchaser alone.

22. DISPUTE RESOLUTION:

22.1. If any dispute or difference arises between the Parties at any time relating to the construction or interpretation of this Agreement or any term or provision hereof or the respective rights, duties or liabilities of either Party hereunder, then the aggrieved Party shall notify the other Party in writing thereof and the Parties shall endeavor to resolve the same by mutual discussions and agreement.

22.2. All other disputes or differences whatsoever which does not fall within the purview of the Act shall at any time hereafter (whether during the continuance of this Agreement or upon or after its discharge or determination) arise between the parties hereto or their respective heirs, legal representatives, successors-in-title, transferees and assigns (as the case may be), touching or concerning this Agreement or its construction or effect, or as to the rights, duties, obligations, responsibilities or liabilities of the parties hereto or any of them, under or by virtue of this Agreement or otherwise, or as to any other matter in any way connected with or arising out of or in relation to the subject matter of this Agreement, shall be referred to arbitration in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force. The reference shall be made to only one arbitrator nominated by the Promoters. The award of the arbitrator shall be final and binding on the parties to the reference. The arbitration proceedings shall be held in Mumbai only. The proceedings shall be conducted in English language.

22.3. This Agreement shall always be subject to the provisions of the Act and rules made thereunder and or any other law for the time being in force.

23. PAN:

The permanent account number details of the Parties are as follows:

PARTICULARS	PAN
Developer Promoter	AAACS9943H
Landowner Promoter	AABPG9305P
Purchaser	AGKPM1884C / EACPM4773E

Shabany

Signature of Developer Promoter

Signature of Landowner Promoter

Signature of Purchaser(s)

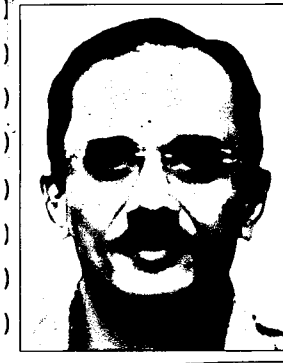
IN WITNESS WHEREOF the Parties have set and subscribed their respective hands and seals to these presents the day and year first hereinabove stated.

SIGNED AND DELIVERED

by the withinnamed Developer Promoter
Sheth Developers Private Limited
through its authorized signatory
MR. ASHWIN N SHETH
authorized vide board resolution
dated 23rd March, 2021
in the presence of...

1. Mahesh Gurav
2. Poonam Pandya.

P. P. Pandya



For Sheth Developers Pvt. Ltd.

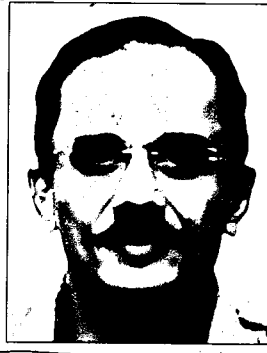
(Signature)
Authorized Signatory

SIGNED AND DELIVERED

By the withinnamed Landowner Promoter
Messrs Poonam Builders
Through P.O.A. MR. ASHWIN N SHETH
by board resolution dated 23rd March, 2021
in the presence of...

1. Mahesh Gurav
2. Poonam Pandya.

P. P. Pandya



(Signature)

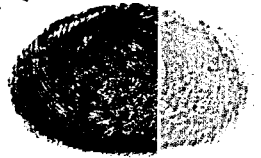


SIGNED SEALED and DELIVERED

by the withinnamed Purchaser(s)
YUNUS MEMON



(Signature)



SHABANA YUNUS MEMON

in the presence of

1. Mahesh Gurav

2. Poonam Pandya.

P. P. Pandya



(Signature)



शहर - २		
४०६८	४४	१५
41		
२०२५		



Signature of Developer Promoter

Signature of Landowner Promoter

Purchaser(s)

बदल - २		
2025	24	924
२०२५		

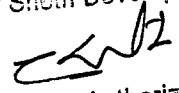


RECEIVED of and from the within named Allottee/s: **YUNUS MEMON & SHABANA YUNUS MEMON**


a sum of Rs.4634042/- (Rupees Forty Six Lacs Thirty Four Thousand Forty Two Only). As under:-

S.NO.	CHQ. DATE	CHQ. NO.	BANK	AMOUNT
1.	05/12/2024	000172	HDFC BANK	100000/-
2.	01/01/2025	000162	HDFC BANK	889572/-
3.	01/01/2025	000003	HDFC BANK	889572/-
4.	24-01-2025	-	-	2754898/-
5.				
6.				
7.				
8.				
9.				
10.				4634042

WE SAY RECEIVED

For SHETH DEVELOPERS PVT. LTD
 For Sheth Developers Pvt. Ltd.

 Authorized Signatory
 Authorized Representative

WITNESS:

1. Madhesh Curran 
2. Poonam T. Pandya

THE FIRST SCHEDULE HEREINABOVE REFERRED TO:

FIRSTLY:

ALL THAT Piece or parcel of land or ground situate lying and being at Village Oshiwara, Taluka Andheri in the Registration District Bombay City and Bombay Suburban bearing survey no. 41(part), old C.T.S.No. 1/200(pt.) and new CTS No. 1/190A(part) admeasuring 4520 sq.mtrs and bounded as follows:

- On or towards the EAST : by the property bearing C.T.S.No.1/190A (Part)
- On or towards the WEST : by the property bearing C.T.S.No.1/190A (Part) and
30 feet wide internal road.
- On or towards NORTH : by the property bearing C.T.S.No.1/190A (Part) and
30 feet wide internal road.
- On or towards the SOUTH : by the property bearing C.T.S.No.1/190A

SECONDLY

ALL THAT piece or parcel of land or ground situate lying and being at village Oshiwara, Taluka Andheri in the Registration District Bombay City And Bombay Suburban bearing Survey No. 41 (part), old C.T.S No. 1/203 and new CTS No. 1/190 A(part) admeasuring 3,926.7 sq.mtrs. and bounded as under:-

- On or towards the EAST : by the property bearing new C.T.S.No.1/190(A)
- On or towards the WEST : by the property bearing new C.T.S.No.1/190A (Part)
Oakland Park Bldg.
- On or towards the NORTH : by the property bearing new C.T.S.No.1/190A (Part);
- On or towards the SOUTH : by the property bearing C.T.S.No.1/190E and existing
Nalla.

THE SECOND SCHEDULE HEREINABOVE REFERRED TO
(Description of the Flat/UNIT)

402	2
[Handwritten signature]	
2024	



Flat No. 402 admeasuring square feet of carpet area as per the relevant regulations and rules applicable under the law and 1120 square feet of carpet area as per RERA along with 0 square feet of balcony on the 4TH floor in SDPL premises to be constructed on the Property as mentioned in the First Schedule.

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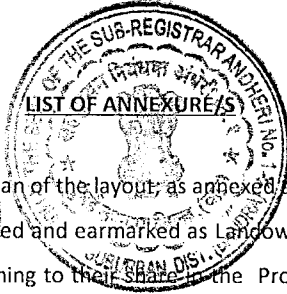
43
[Handwritten signature]

Signature of Developer Promoter

Signature of Landowner Promoter

Signature of Purchaser(s)

बदर - १		
2025	20	2024
(i)	Copy of the schematic plan of the layout, as annexed as Annexure "A" hereto;	
(ii)	List of premises identified and earmarked as Landowner Promoter and Developer Promoter's respective premises coming to their share in the Project, as annexed as Annexure "B and C" hereto;	



- (iii) Copy of the Certificate of Title dated 4th December, 2020 issued by Mr. Mahendra C. Jain, Advocate & Solicitor, as annexed as Annexure "D" hereto;
- (iv) Copy of Commencement Certificate for the Project as annexed as Annexure "E" hereto;
- (v) Copy of the Typical Level Floor plans, as annexed as Annexure "F" hereto;
- (vi) The common areas, facilities and amenities in the Project that may be usable by the Purchaser and are listed in the Annexure "G" hereto ("Layout Amenities"); and
- (vii) Specifications, fixtures, fittings, facilities and amenities of the flat/shop/unit to be purchased by the Purchaser in the Project, as annexed as Annexure "H" hereto.
- (viii) Copy of the Certificate issued by RERA Authorities as annexed as Annexure- I hereto
- (ix) Copy of the Property Card as Annexure – J hereto

ANNEXURE "G"

EXTERNAL AMENITIES

- Swimming Pool
- Landscaped Podium Garden
- Multipurpose Hall
- Gymnasium
- Kids Play Area
- Grand Entrance Lobby with CC TV.

ANNEXURE "H"

INTERNAL SPECIFICATIONS

- Living, Passage, Other Bedrooms -Imported Marble Flooring / or equivalent make
- Master Bedroom with Dresser -Laminated Wooden Flooring
- Kitchen Flooring - Vitrified Tile
- Toilet Flooring - Vitrified Tile
- Toilet Dado - Vitrified Tile
- Kitchen - Vitrified Dado kitchen Platform – Granite / or equivalent make
- Main Door - Fire Rated Door -Veneer Finish
- Bedroom and Toilet Door -Laminate finish
- Video Door Phone

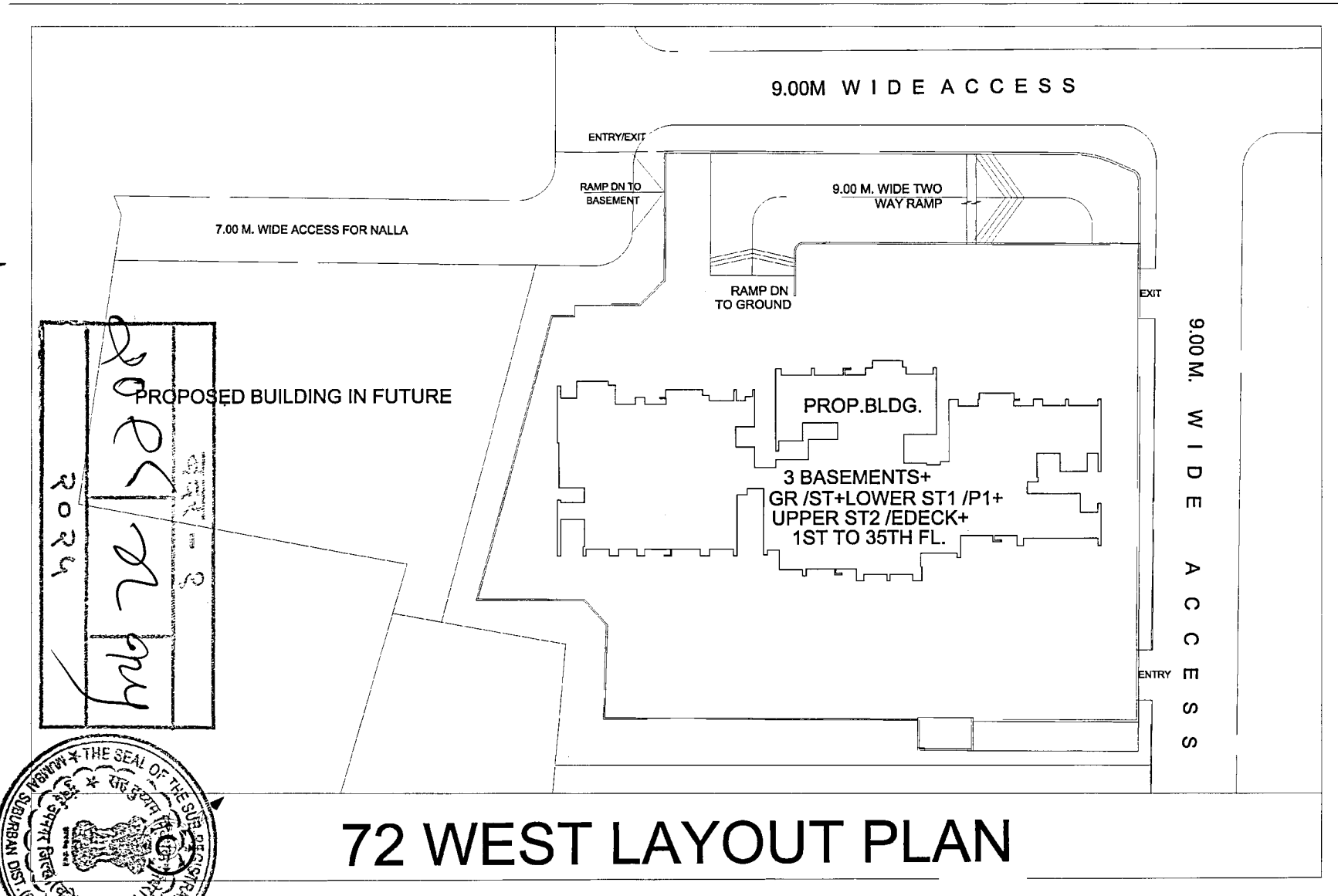
Signature of Developer Promoter

Signature of Landowner Promoter

Signature of Purchaser(s)

Shabana Yuleman

ANNEXURE - A



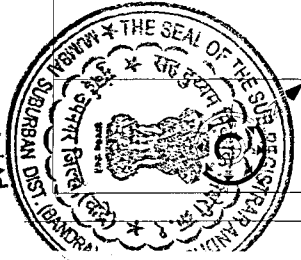
72 WEST LAYOUT PLAN

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[Handwritten signature]

For Sheth Design & Build Ltd
[Handwritten signature]
Authorized Signatory

2025	22	2024
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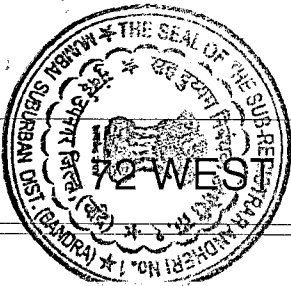
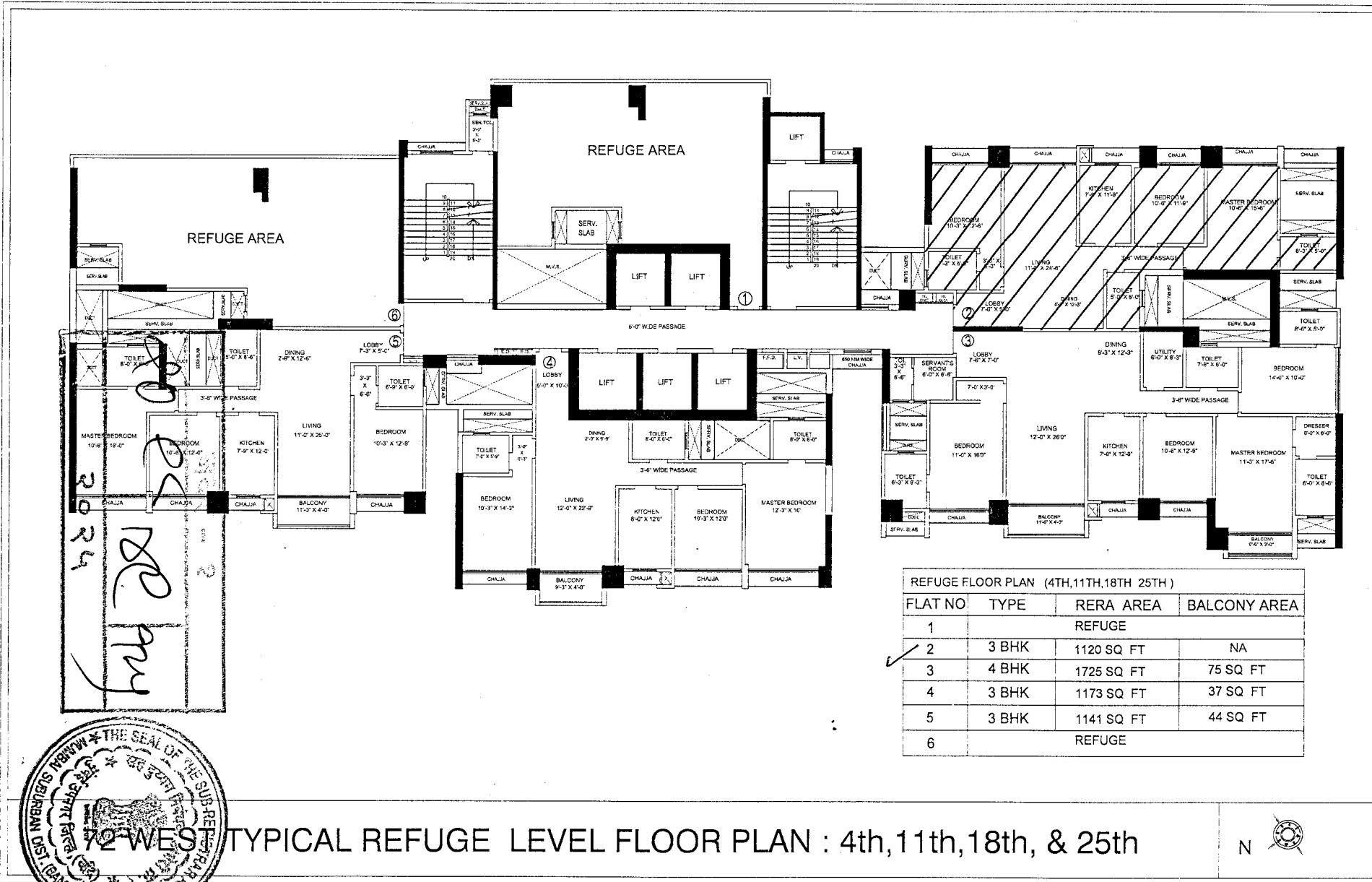


Prabha Yellam

[Signature]

Authorized Signatory

For Sheth Developers Pvt. Ltd



102 WEST TYPICAL REFUGE LEVEL FLOOR PLAN : 4th,11th,18th, & 25th



Annexure "B"

Project : 72 West

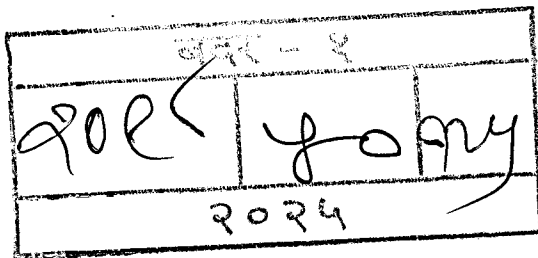
(Previously known as "LA-CITADEL"(YAMUNA NAGAR))

ALLOCATION OF FLATS : POONAM BUILDERS

FLAT NOS.	101	102	103	104	105	106
	201	202	203	204	205	206
	301	302	303	304	305	306
	701	702	703	704	705	706
	1001	1002	1003	1004	1005	1006
	1301	1302	1303	1304	1305	1306
	1501	1502	1503	1504	1505	1506
	1601	1602	1603	1604	1605	1606
	Refuge	1802	1803	1804	1805	Refuge
	-	-	-	-	-	1906
	2001	2002	2003	2004	2005	2006
	2301	2302	2303	2304	2305	2306
	Refuge	2502	2503	2504	2505	Refuge
	2701	2702	2703	2704	2705	2706
	2801	2802	2803	2804	2805	2806
	3001	3002	3003	3004	3005	3006
	Refuge	3202	3203	3204	3205	Refuge

Note:- Allocation of the flats are subject to sanction of MCGM Plans.

In Future if any additional floors are sanctioned by MCGM the, allocation of such additional flats will be mutually decided thereafter.



 २०२५



Annexure "C"

Project : 72 West

(Previously known as "LA-CITADEL"(YAMUNA NAGAR))

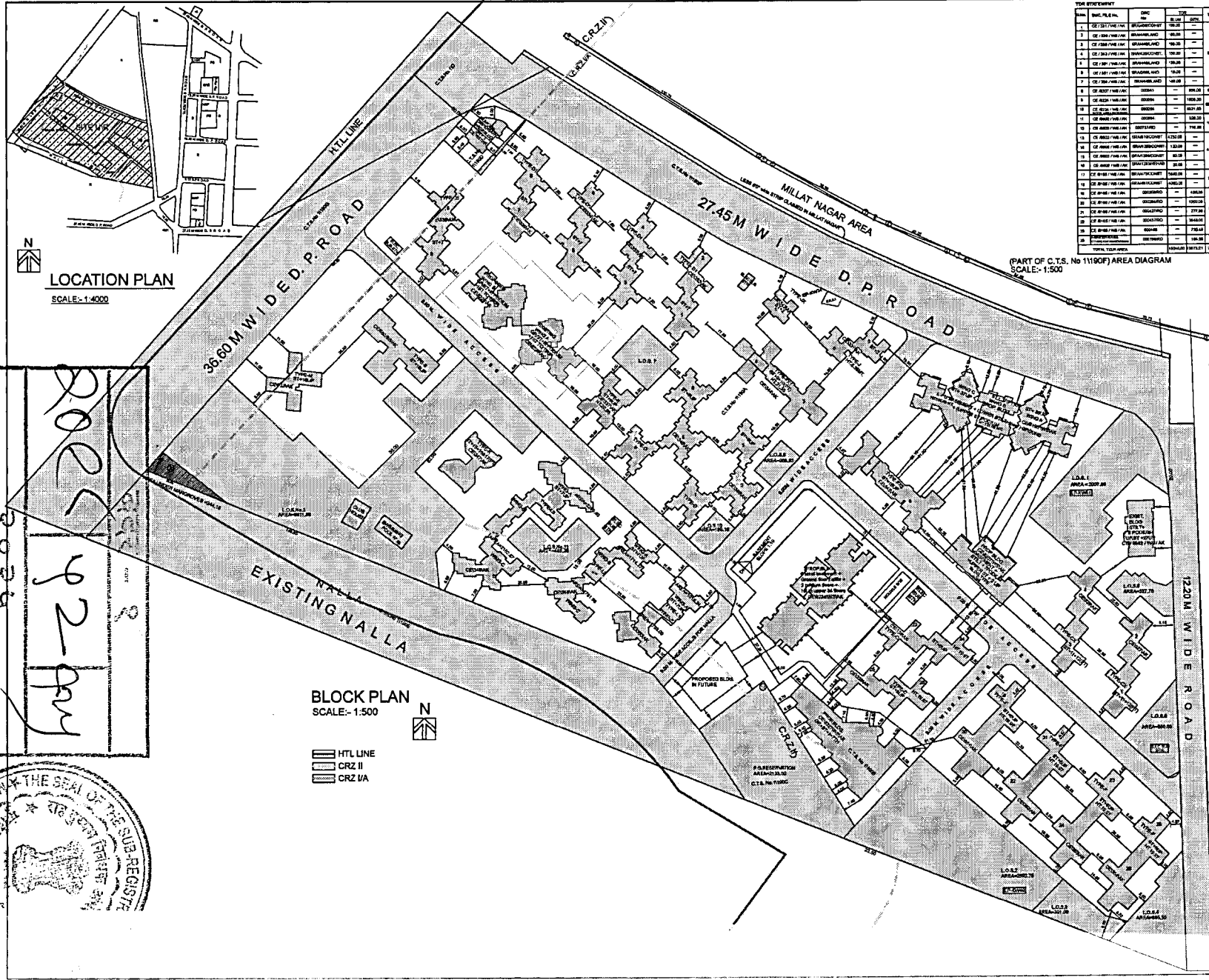
ALLOCATION OF FLATS : SHETH DEVELOPERS PVT.LTD

FLAT NOS.	Refuge	402	403	404	405	Refuge
	501	502	503	504	505	506
	601	602	603	604	605	606
	801	802	803	804	805	806
	901	902	903	904	905	906
	Refuge	1102	1103	1104	1105	Refuge
	1201	1202	1203	1204	1205	1206
	1401	1402	1403	1404	1405	1406
	1701	1702	1703	1704	1705	1706
	1901	1902	1903	1904	1905	-
	2101	2102	2103	2104	2105	2106
	2201	2202	2203	2204	2205	2206
	2401	2402	2403	2404	2405	2406
	2601	2602	2603	2604	2605	2606
	2901	2902	2903	2904	2905	2906
	3101	3102	3103	3104	3105	3106

Note:- Allocation of the flats are subject to sanction of MCGM Plans.
In Future if any additional floors are sanctioned by MCGM the, allocation of such additional flats will be mutually decided thereafter.

2025 49 74
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LOCATION PLAN
SCALE-1:4000

2002
92-2-200

BLOCK PLAN
SCALE-1:500

HTL LINE
CRZ II
CRZ I/A

Sl. No.	Block No.	Area (sq.m)	Remarks
1	1	100.00	...
2	2	150.00	...
3	3	200.00	...
4	4	250.00	...
5	5	300.00	...
6	6	350.00	...
7	7	400.00	...
8	8	450.00	...
9	9	500.00	...
10	10	550.00	...
11	11	600.00	...
12	12	650.00	...
13	13	700.00	...
14	14	750.00	...
15	15	800.00	...
16	16	850.00	...
17	17	900.00	...
18	18	950.00	...
19	19	1000.00	...
20	20	1050.00	...
21	21	1100.00	...
22	22	1150.00	...
23	23	1200.00	...
24	24	1250.00	...
25	25	1300.00	...
26	26	1350.00	...
27	27	1400.00	...
28	28	1450.00	...
29	29	1500.00	...
30	30	1550.00	...
31	31	1600.00	...
32	32	1650.00	...
33	33	1700.00	...
34	34	1750.00	...
35	35	1800.00	...
36	36	1850.00	...
37	37	1900.00	...
38	38	1950.00	...
39	39	2000.00	...
40	40	2050.00	...
41	41	2100.00	...
42	42	2150.00	...
43	43	2200.00	...
44	44	2250.00	...
45	45	2300.00	...
46	46	2350.00	...
47	47	2400.00	...
48	48	2450.00	...
49	49	2500.00	...
50	50	2550.00	...
51	51	2600.00	...
52	52	2650.00	...
53	53	2700.00	...
54	54	2750.00	...
55	55	2800.00	...
56	56	2850.00	...
57	57	2900.00	...
58	58	2950.00	...
59	59	3000.00	...
60	60	3050.00	...
61	61	3100.00	...
62	62	3150.00	...
63	63	3200.00	...
64	64	3250.00	...
65	65	3300.00	...
66	66	3350.00	...
67	67	3400.00	...
68	68	3450.00	...
69	69	3500.00	...
70	70	3550.00	...
71	71	3600.00	...
72	72	3650.00	...
73	73	3700.00	...
74	74	3750.00	...
75	75	3800.00	...
76	76	3850.00	...
77	77	3900.00	...
78	78	3950.00	...
79	79	4000.00	...
80	80	4050.00	...
81	81	4100.00	...
82	82	4150.00	...
83	83	4200.00	...
84	84	4250.00	...
85	85	4300.00	...
86	86	4350.00	...
87	87	4400.00	...
88	88	4450.00	...
89	89	4500.00	...
90	90	4550.00	...
91	91	4600.00	...
92	92	4650.00	...
93	93	4700.00	...
94	94	4750.00	...
95	95	4800.00	...
96	96	4850.00	...
97	97	4900.00	...
98	98	4950.00	...
99	99	5000.00	...
100	100	5050.00	...

ANNEXURE - II

Sl. No.	Block No.	Area (sq.m)	Remarks
1	1	100.00	...
2	2	150.00	...
3	3	200.00	...
4	4	250.00	...
5	5	300.00	...
6	6	350.00	...
7	7	400.00	...
8	8	450.00	...
9	9	500.00	...
10	10	550.00	...
11	11	600.00	...
12	12	650.00	...
13	13	700.00	...
14	14	750.00	...
15	15	800.00	...
16	16	850.00	...
17	17	900.00	...
18	18	950.00	...
19	19	1000.00	...
20	20	1050.00	...
21	21	1100.00	...
22	22	1150.00	...
23	23	1200.00	...
24	24	1250.00	...
25	25	1300.00	...
26	26	1350.00	...
27	27	1400.00	...
28	28	1450.00	...
29	29	1500.00	...
30	30	1550.00	...
31	31	1600.00	...
32	32	1650.00	...
33	33	1700.00	...
34	34	1750.00	...
35	35	1800.00	...
36	36	1850.00	...
37	37	1900.00	...
38	38	1950.00	...
39	39	2000.00	...
40	40	2050.00	...
41	41	2100.00	...
42	42	2150.00	...
43	43	2200.00	...
44	44	2250.00	...
45	45	2300.00	...
46	46	2350.00	...
47	47	2400.00	...
48	48	2450.00	...
49	49	2500.00	...
50	50	2550.00	...
51	51	2600.00	...
52	52	2650.00	...
53	53	2700.00	...
54	54	2750.00	...
55	55	2800.00	...
56	56	2850.00	...
57	57	2900.00	...
58	58	2950.00	...
59	59	3000.00	...
60	60	3050.00	...
61	61	3100.00	...
62	62	3150.00	...
63	63	3200.00	...
64	64	3250.00	...
65	65	3300.00	...
66	66	3350.00	...
67	67	3400.00	...
68	68	3450.00	...
69	69	3500.00	...
70	70	3550.00	...
71	71	3600.00	...
72	72	3650.00	...
73	73	3700.00	...
74	74	3750.00	...
75	75	3800.00	...
76	76	3850.00	...
77	77	3900.00	...
78	78	3950.00	...
79	79	4000.00	...
80	80	4050.00	...
81	81	4100.00	...
82	82	4150.00	...
83	83	4200.00	...
84	84	4250.00	...
85	85	4300.00	...
86	86	4350.00	...
87	87	4400.00	...
88	88	4450.00	...
89	89	4500.00	...
90	90	4550.00	...
91	91	4600.00	...
92	92	4650.00	...
93	93	4700.00	...
94	94	4750.00	...
95	95	4800.00	...
96	96	4850.00	...
97	97	4900.00	...
98	98	4950.00	...
99	99	5000.00	...
100	100	5050.00	...

ANNEXURE - I
AREA OF PLOT
BALANCE AREA OF PLOT FOR THE BALANCE AREA = 14723.08
TOTAL AREA = 14723.08
AREA OF THE STRIP CLAIMED IN MILLAT NAGAR = 14723.08
LESS 6'0" WIDE STRIP CLAIMED IN MILLAT NAGAR = 14723.08
BALANCE AREA OF PLOT FOR THE BALANCE AREA = 14723.08
AREA ADOPTED AS PER REQUIREMENT = 14723.08

LESS 6'0" wide STRIP CLAIMED IN MILLAT NAGAR BEING "A" PART PRESENT 27.45 M D.P. ROAD (PART OF C.T.S. No 1190/F)

Sl. No.	Block No.	Area (sq.m)	Remarks
1	1	100.00	...
2	2	150.00	...
3	3	200.00	...
4	4	250.00	...
5	5	300.00	...
6	6	350.00	...
7	7	400.00	...
8	8	450.00	...
9	9	500.00	...
10	10	550.00	...
11	11	600.00	...
12	12	650.00	...
13	13	700.00	...
14	14	750.00	...
15	15	800.00	...
16	16	850.00	...
17	17	900.00	...
18	18	950.00	...
19	19	1000.00	...
20	20	1050.00	...
21	21	1100.00	...
22	22	1150.00	...
23	23	1200.00	...
24	24	1250.00	...
25	25	1300.00	...
26	26	1350.00	...
27	27	1400.00	...
28	28	1450.00	...
29	29	1500.00	...
30	30	1550.00	...
31	31	1600.00	...
32	32	1650.00	...
33	33	1700.00	...
34	34	1750.00	...
35	35	1800.00	...
36	36	1850.00	...
37	37	1900.00	...
38	38	1950.00	...
39	39	2000.00	...
40	40	2050.00	...
41	41	2100.00	...
42	42	2150.00	...
43	43	2200.00	...
44	44	2250.00	...
45	45	2300.00	...
46	46	2350.00	...
47	47	2400.00	...
48	48	2450.00	...
49	49	2500.00	...
50	50	2550.00	...
51	51	2600.00	...
52	52	2650.00	...
53	53	2700.00	...
54	54	2750.00	...
55	55	2800.00	...
56	56	2850.00	...
57	57	2900.00	...
58	58	2950.00	...
59	59	3000.00	...
60	60	3050.00	...
61	61	3100.00	...
62	62	3150.00	...
63	63	3200.00	...
64	64	3250.00	...
65	65	3300.00	...
66	66	3350.00	...
67	67	3400.00	...
68	68	3450.00	...
69	69	3500.00	...
70	70	3550.00	...
71	71	3600.00	...
72	72	3650.00	...
73	73	3700.00	...
74	74	3750.00	...
75	75	3800.00	...
76	76	3850.00	...
77	77	3900.00	...
78	78	3950.00	...
79	79	4000.00	...
80	80	4050.00	...
81	81	4100.00	...
82	82	4150.00	...
83	83	4200.00	...
84	84	4250.00	...
85	85	4300.00	...
86	86	4350.00	...
87	87	4400.00	...
88	88	4450.00	...
89	89	4500.00	...
90	90	4550.00	...
91	91	4600.00	...
92	92	4650.00	...
93	93	4700.00	...
94	94	4750.00	...
95	95	4800.00	...
96	96	4850.00	...
97	97	4900.00	...
98	98	4950.00	...
99	99	5000.00	...
100	100	5050.00	...

AREA STATEMENT (AS PER BOX P.L. CARD)

Sl. No.	Block No.	Area (sq.m)	Remarks
1	1	100.00	...
2	2	150.00	...
3	3	200.00	...
4	4	250.00	...
5	5	300.00	...
6	6	350.00	...
7	7	400.00	...
8	8	450.00	...
9	9	500.00	...
10	10	550.00	...
11	11	600.00	...
12	12	650.00	...
13	13	700.00	...
14	14	750.00	...
15	15	800.00	...
16	16	850.00	...
17	17	900.00	...
18	18	950.00	...
19	19	1000.00	...
20	20	1050.00	...
21	21	1100.00	...
22	22	1150.00	...
23	23	1200.00	...

Form 2184-2002-15,000 Forms

346
Form
88

This letter is issued in accordance with the provisions of the Building Control and Regulation Act, 1976

EC-48

in replying please quote No. and date of this letter.

Intimation of Disapproval under Section 346 of the Mumbai Municipal Corporation Act, as amended up to date.

No. E.B./CE/^{8224/WS/AK}BS/A of 200 - 200

MEMORANDUM

16 NOV 2004

Municipal Office,

Mumbai200

Unesh H. Gandhi

With reference to your Notice, letter No. 337 dated 4/12/2003 and delivered on 200 and the plans, Sections Specifications and Description and further particulars and details of your buildings at 1/203 Village Gumarwa S. No. 41 (Pt.) Andheri (West) furnished to me under your letter, dated 200 I have to inform you that I cannot approval of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to your, under Section 346 of the Bombay Municipal Corporation Act as amended upto-date, my disapproval by thereof reasons :-

A. CONDITIONS TO BE COMPLIED WITH BEFORE STARTING THE WORK / BEFORE PLINTH C.C.

- 1) That the commencement certificate under section 44/69 (1)(a) of the M.R.T.P. Act will not be obtained before starting the proposed work.
- 2) That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of 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(2).
- 3) That the low lying plot will not be filled upto a reduced level of atleast 92 T.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders etc. and will not be levelled, rolled and consolidated and sloped towards road side, before starting the work.
- 4) That the specifications for layout/D.P. or access roads/development of set back land will not be obtained from E.E.R.C.(W.S.)K/W before starting the construction work and the access and setback land will not be developed accordingly including providing street lights and S.W.D. from E.E.R.C.(W.S.)/E.E.S.W.D. of W.S. before submitted B.C.C.

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() That proper gutters and down pipes are not intended to be put to prevent water dropping from the eaves of the roof on the public street.

() That the drainage work generally is not intended to be executed in accordance with the Municipal requirements.

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the 15th day of NOV 2005 but not so as to contravene any of the provision of the said Act, as amended as aforesaid or any rules, regulations or bye-law made under that Act at the time in force.

Your attention is drawn to the Special Instructions and Note accompanying this Intimation of Disapproval.

P. H. Talwar
16.11.04
for Executive Engineer, Building Proposals,
Zone, KWSP Words.

SPECIAL INSTRUCTIONS

7th

(1) THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.

(2) Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Mumbai has empowered the City Engineer to exercise perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.

(3) Under Byelaw, No. 8 of the Commissioner has fixed the following levels :-

"Every person who shall erect as new domestic building shall cause the same to be built so that every part of the pth shall be--

"(a) Not less than 2 feet (60 cms.) above the centre of the adjoining street at the nearest point at which the drain from such building can be connected with the sewer than existing or thereafter to be laid in such street"

"(b) Not less than 2 feet (60 cms.) above every portion of the ground within 5 feet (160 cms.) of such building.

"(c) Not less than 92 ft. () meters above Town Hall Datum."

(4) Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which has been vacant to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion or occupation is detected by the Assessor and Collector's Department.

(5) Your attention is further drawn to the provision of Section 357 about the necessity of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance under Section 471 if necessary.

(6) Proposed date of commencement of work should be communicated as per requirements of Section 347 (1) (a) of the Bombay Municipal Corporation Act.

(7) One more copy of the block plan should be submitted for the Collector, Mumbai Suburbs District.

(8) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector Mumbai Suburban District before the work is started. The Non-agricultural assessment shall be paid at the site that may be fixed by the Collector, under the Land Revenue Code and Rules thereunder.

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

No. EB/CE/ 8224 ABS-03 IAK

NOTES

16 NOV 2004

- (1) The work should not be started unless objections are complied with 1+020
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencement the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained any shed to house and store for constructional purposes, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.
- (4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site workers, before starting the work.
- (5) Water connection for constructional purpose will not be given until the hoarding is constructed and application made to the Ward Officer with the required deposit for the construction of carriage entrance, over the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer or his representative in Wards atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presume that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- (7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks metal, sand preps debris, etc. should not be deposited over footpaths or public street by the owner/ architect/their contractors, etc. without obtaining prior permission from the Ward Officer of the area.
- (8) The work should not be started unless the manner in obviating all the objection is approved by this department.
- (9) No work should be started unless the structural design is approved.
- (10) The work above plinth should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgement 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 will require time to consider alternative site to avoid the excavation of the road an footpath.
- (12) All the terms and conditions of the approved layout/sub-division under No. of should be adhered to and complied with.
- (13) No Building/Drainage Completion Certificate will be accepted non water connection granted (except for the construction purposes) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay Municipal Corporation Act 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 Municipal Commissioner including asphaltting lighting and drainage before submission of the Building Completion Certificate.
- (16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- (17) The surrounding open spaces around the building should be consolidated in Concrete having broke glass pieces at the rate of 125 cubic meters per 10 sq. meters below pavement.
- (18) The compound wall or fencing should be constructed along the road boundary and with foundation below level of bottom of road side drain without obstructing flow of water, with no hoarding during the work to prove the owner's holding.
- (19) No work should be started unless the following conditions are complied with:

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- (20) This Intimation of Disapproval is given exclusively for the purpose of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing commissioner under Section 13 (b) (H) of the Rent Act and in the event of your proceeding with the work either without an intimation about commencing the work under Section 347 (1) (aa) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act, 1966, (12 of the Town Planning Act), will be withdrawn.
- (21) 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 City Engineer is satisfied with the following:-
- Specific plans in respect of evicting or rehousing the existing tenants on hour stating their number and the area in occupation of each.
 - Specifically signed agreement between you and the existing tenants that they are willing to avail or the alternative accommodation in the proposed structure at standard rent.
 - Plans showing the phased programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development control Rules regarding open spaces, light and ventilation of existing structure.
- (22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first before starting the work.
- (23) In case of additional floor no work should be start or during monsoon which will same arise water leakage consequent nuisance to the tenants staying on the floor below.
- (24) the bottom of the over hand storage work above the finished level of the terrace shall not be more than 1 metre.
- (25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained.
- (26) It is to be understood that the foundations must be excavated down to hard soil.
- (27) 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.
- (28) The water arrangement must be carried out in strict accordance with the Municipal requirements.
- (29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Corporation Act.
- (30) All gully traps and open channel drains shall be provided with right fitting mosquito proof covers made of wrought iron plates or hinges. The manholes of all jisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on highly serving the purpose of a lock and the warning pipes of the ribbet pretessed with screw or dome shaped pieces (like a garden mari rose) with copper pipes with perfections each not exceeding 1.5 mm. in diameter. the cistern shall be made easily, safely and permanently a ceasible by providing a firmly fixed iron ladder, the upper ends of the ladder should be earmarked and extended 40 cms. above the top where they are to be fixed an its lower ends in cement concrete blocks.
- (31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall.
- (32) (a) Louvres should be provided as required by Bye-law No. 5 (b).
 (b) Lintels or Arches should be provided over Door and Window opening.
 (c) The drains should be laid as require under Section 234-1 (a).
 (d) The inspection chamber should be plastered inside and outside.
- (33) If the proposed additional is intended to be carried out on old foundations and structures, you will do so at your own risk.

COPY TO—ARCHITECT/OWNER

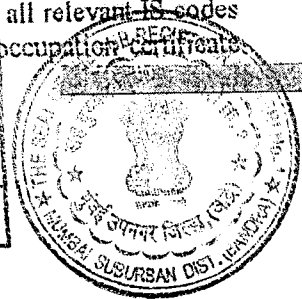
P. H. Talwar
 Executive Engineer, Building Proposals
 Zones... R.U.S.P. Wards.

Ex. Engineer Bldg. Proposal (W S)
H and K - Wards
Municipal Office, K. K. Park Marg,
Bandra (West), Mumbai-400 050.

16 NOV 2004

- 5) That the Structural Engineer will not be appointed. Supervision memo as per appendix XI (regulation 5(3)(ix)) will not be submitted by him.
- 6) That the structural design and calculations for the proposed work and for existing building showing adequacy thereof to take up the additional load will not be submitted before C.C.
- 7) That the sanitary arrangement shall not be carried out as per Municipal specifications and drainage layout will not be submitted before C.C.
- 8) That the Indemnity Bond indemnifying the Corporation for damages, risks, accidents etc. and to the occupiers and an undertaking regarding no nuisance will not be submitted before C.C./starting the work will not be submitted before C.C./starting the work.
- 9) That the requirements of N.O.C. of (i) S.P., [ii] S.G. [iii] P.C.O., [iv] A.A. & C. K/W, [v] E.E. (T&C) [vi] S.W.D. [vii] H.E. will not be obtained and the requisitions if any will not be complied with before occupation certificate / B.C.C.
- 10) That the qualified/registered site supervisor through architect/structural Engineer will not be appointed before applying for C.C.
- 11) That the extra water and sewerage charges will not be paid to A.E.W.W.K/W Ward before C.C.
- 12) That the true copy of the sanctioned layout/sub-division/amalgamation approved under the terms and conditions thereof will not be submitted before C.C. and compliance thereof will not be done before submission of B.C.C.
- 13) That the development charges as per M.R.T.P. (amendment) Act 1992 will not be paid.
- 14) That the requisite premium as intimated will not be paid before applying for C.C.
- 15) That the registered undertaking shall not be submitted for payment of difference in premium paid and calculated as per revised land rates.
- 16) That the Janata Insurance Policy or policy to cover the compensation claims arising out of workman's compensation Act 1923 will not be taken out before starting the work and also will not be renewed during the construction work.
- 17) That the soil investigation will not be done and report thereof will not be submitted with structural design.
- 18) That the building will not be designed with the requirements of all relevant IS codes including IS code 1893 for earthquake design while granting occupation certificate from Structural Engineer to that effect will be insisted.

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Fx. Engineer Bldg. Proposal (W S)
H and K - Wards
Municipal Office, R. K. Park Marg,
Bandra (West), Mumbai-400 050.

16 NOV 2004

19) That the phasewise programme for removal of the debris shall not be submitted and get approved.

20) That the Pan card alongwith Identification letter duly notarised shall not be submitted

B. CONDITIONS TO BE COMPLIED BEFORE FURTHER C.C.

1. That the notice in the form of appendix XVII of D.C.R. shall not be submitted on completion of plinth.

2. That N.O.C. from Civil Aviation department will not be obtained for the proposed height of the building.

3. That the debris shall not be transported to the respective Municipal dumping site and challan to that effect shall not be submitted to this office for record.

C. GENERAL CONDITIONS TO BE COMPLIED WITH BEFORE O.C. :-

1) That some of drains will not be laid internally with C.I. pipes.

2) That the dust bin will not be provided as per C.E.'s circular No. CE/9297/II dated 26.6.1978.

3) That the surface drainage arrangement will not be made in consultation with E.E.(S.W.D.) or as per his remarks and a completion certificate will not be obtained and submitted before applying for occupation certificate/B.C.C.

4) That the 10' wide paved pathway upto staircase will not be provided.

5) That the surrounding open spaces, parking spaces and terrace will not be kept open and unbuilt upon; and will not be levelled and developed before requesting to grant permission to occupy the bldg. or submitting the B.C.C. whichever is earlier.

6) That the name plate/board showing plot no., name of the bldg. etc. shall not be displayed at a prominent place before O.C./B.C.C.

7) That the carriage entrance will not be provided before starting the work.

8) That the parking spaces will not be provided as per D.C.R. No.36.

9) That B.C.C. will not be obtained and IOD and debris deposit etc. will not be claimed for refund within a period of six years from the date of its payment.

16 NOV 2004

Ex. Engineer Bldg. Proposal (W S)
H and K - Wards
Municipal Office, R. K. Patkar Marg,
Bandra (West), Mumbai-400 050.

- 10) That the provisions of Rain Water Harvesting as per the design prepared by approved consultants in the field shall not be made to the satisfaction of Municipal Commissioner while developing plots having area more than 1000 Sq.Mts.
- 11) That the Vermiculture bins for disposal of wet waste as per the design and specification of Organisations/individuals specialized in this field, as per the list furnished by Solid Waste Management Department of M.C.G.M. shall not be provided to the satisfaction of Municipal Commissioner.
- 12) That the P.R.Card for amalgamated plots in the name of applicant shall not be submitted.

D) CONDITIONS TO BE COMPLIED WITH BEFORE B.C.C. :-

1. That the certificate under Sec.270-A of the B.M.C. Act will not be obtained from H.E.'s department regarding adequacy of water supply.

R. K. Patkar
16.11.04
for EX. ENGR. BLDG. PROPOSAL
(W. S.) K/EAST/WEST WARDS.

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ANNEXURE - 'D'

MAHENDRA C. JAIN

ADVOCATE & SOLICITOR

Tharani Mansion, 1st Floor, M.A.Road
Andheri (West), Mumbai 400 058.
Tel.: 2628 7083 Mobile: 9833486024
Email: mahendrajain_adv@yahoo.com

TITLE REPORT

DESCRIPTION OF THE PROPERTY:

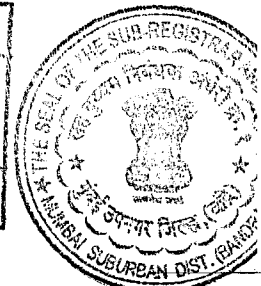
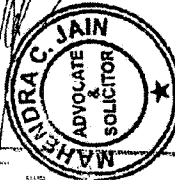
- (i) ALL THAT piece and parcel of land situate lying and being at Yamuna Nagar Layout bearing Old C.T.S. Nos. 1/190 to 1/205 and New C.T.S. Nos. 1/190A, 1/190B, 1/190C, 1/190D, 1/190F, 1/190G & C.T.S. No. 1/D admeasuring 1,17,972.40 sq.yds. or thereabouts of Village Oshiwara, Taluka Andheri, Mumbai, Suburban District under sanctioned Layout bearing No. CHE/643/BSII/LOKWN.
- (ii) ALL THAT piece and parcel of land bearing old C. T.S. No. 1/200(part) & 1/203(part) and New C. T.S.No.1/190A (Part) on which a building " " is under construction vide MCGM File bearing I. O. D. No. CE/8224/WS/AK.

I have perused the documents of Title, Revenue Records, Search Report, Property Register Cards and have also caused to issue a Public Notice in the newspaper for the purpose of verification of the Title of the above referred lands, and upon investigation of the title, I certify that the title of Oshiwara Land Development Company Private Ltd., in respect of the above referred land is clear, marketable and free from encumbrances.

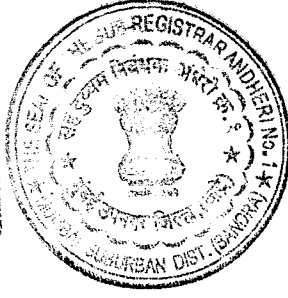
1. Oshiwara Land Development Company Private Ltd. is seized and sufficiently entitled to 17,00,000 Square Yards of the land bearing Survey No.41 (Pt.) of Village Oshiwara, Taluka Andheri in the Registration District of Mumbai City and Mumbai Suburban. Oshiwara Land Development Company Pvt. Ltd. is hereinafter referred to as "O.L.D.C.".
2. By and under an Agreement dated 05.12.1975 executed by and between OLDC of the One Part and Vinod Parshuram Mahajan as the

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- Chief Promoter of Shree Swami Prasanna Co-operative Housing Society Ltd. (Proposed) of the Other Part, the said OLDC permitted the said Promoter to develop the said 17,00,000 square yards for construction of residential buildings thereupon on the terms and conditions as contained in the said Agreement.
3. As a portion of the above land admeasuring 10,00,000 square yards was earmarked as No Development Zone, the said OLDC and Vinod Parshuram Mahajan as Chief Promoter of Shree Swami Prasanna Co-operative Housing Society Ltd. (Proposed) entered into a subsequent agreement dated 08.02.1979 whereby the parties thereto mutually agreed to exclude the said 10,00,000 square yards from the scope of the said Agreement dated 05.12.1975 and further recorded therein that terms and conditions as contained in the said Agreement dated 05.12.1975 shall be operative only as regards the portion of the land admeasuring 7,00,000 square yards earmarked under Development Zone.
 4. Under the said Agreement dated 08.02.1979, it was further recorded that Vinod Parshuram Mahajan as Chief Promoter of Shree Swami Prasanna Co-operative Housing Society Ltd. (Proposed) shall be entitled to develop only 6,00,000 square yards out of the aforesaid 7,00,000 square yards of land reserved under Development Zone and consequently OLDC reserved for itself the right to develop 1,00,000 square yards of the said land, as more particularly described therein.
 5. By and under an Agreement dated 28.05.1979 the said OLDC granted unto (1) Kanubhai Ashabhai Patel (2) Ramnikbhai Gordhanbhai Patel



M.C. Jain

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and (3) Balendra Bhogilal Shah the right to develop the said 1,00,000 square yards as retained by OLDC, as above on the terms and conditions as contained therein.

6. The Competent Authority constituted under the Urban Land (Ceiling and Regulation) Act, 1976 by its order dated 12.11.1979 issued in favour of OLDC, exempted the said land admeasuring 7,00,000 sq. yds. from the provisions of Chapter III of the said Act, under section 20 of the Urban Land (Ceiling and Regulations) Act, 1976 and permitted OLDC to develop the said entire land admeasuring 7,00,000 square yards on the terms and conditions as contained in the said Order dated 12.11.1979. The said Order contemplated the transfer of the said land to Shree Swami Prasanna Co-operative Housing Society Ltd. (proposed) Bombay or to its unit or units to be separately registered as a Distinct Co-operative Housing Society or Societies under the Maharashtra Co-operative Societies Act, 1960.
7. Disputes and Differences arose between the OLDC and Vinod Parshuram Mahajan as Chief Promoter of Shree Swami Prasanna Co-operative Housing Society Ltd. (Proposed) in regard to the right to develop the extent and the area of the land, by each party, under the agreement dated 08.02.1979, recited herein before, resulting in OLDC terminating the said Agreement dated 05.12.1975 read with the Agreement dated 08.02.1979.
8. By an Agreement of Modification dated 21.09.1980 executed by and between OLDC of the One Part and Vinor Parshuram Mahajan as Chief Promoter of Shree Swami Prasanna Co-operative Housing Society Ltd.

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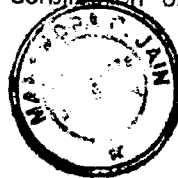
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(Proposed) of the Other Part, the said disputes and differences were resolved and the area of 6,00,000 sq. yds. to be developed by Vinod Parshuram Mahajan as Chief Promoter of Shree Swami Prasanna Co-operative Housing Society Ltd.(Proposed) and the area of 1,00,000 sq. yds. to be developed by OLDC were clearly defined in the said Agreement. Moreover, under the said Agreement of Modification the termination of the said Agreement dated 05.12.1975 read with the Agreement dated 08.02.1979 by OLDC, as stated above, stood terminated and the rights of Vinod Parshuram Mahajan as Chief Promoter of Shree Swami Prasanna co-operative Housing Society Ltd., (Proposed) in respect to the 6,00,000 sq. yds. was duly confirmed.;

9. By an under Agreement dated 21.09.1980 executed by and between Vinod Parshuram Mahajan as Chief Promoter of Shree Swami Prasanna Co-operative Housing Society Ltd. (Proposed) of the one part and Kanubhai Ashabhai Patel as the Promoter of Shree Swami Prasanna Co-operative Housing Society Ltd. (Proposed) for units Nos. 151 to 250 of the Other Part, the said Vinod Parshuram Mahajan as Chief Promoter of Shree Swami Prasanna Co-operative Housing Society Ltd. (Proposed) permitted the said Kanubhai Ashabhai Patel to develop 1,00,000 sq. yds. out of 6,00,000 sq. yds. of the said land on the terms and conditions as contained in the said agreement dated 21.09.1980.

10. Subsequently, the said Kanubhai A. Patel brought the said property (also known as Yamuna Nagar Layout) into the firm of M/s. Arkay Builders of which he was one of the partners, subject to the rights already created in respect of various plots in the Yamuna Nagar Layout and along with the benefit to exploit the vacant Plots, for construction of Units



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thereupon. Accordingly, in the above circumstances, M/s. Arkay Builders became entitled to all the right, title and interest in respect of the said Property more particularly described in the First Schedule hereunder written.

11. In the premises, M/s. Arkay Builders became entitled to develop an area in aggregate admeasuring 2,00,000 sq. yds. as mentioned in paragraphs 5 and 9. M/s. Arkay Builders got two layouts sanctioned in respect of the said properties, a layout in respect of the area admeasuring 82,027.60 sq. yds. sanctioned by the Authority and known as Millat Nagar layout and another lay out sanctioned in respect of area admeasuring 1,17,972.40 sq. yds. popularly known as Yamuna Nagar Layout. The said Yamuna Nagar Layout area has been described in the First schedule hereunder written.

12. By and over a period of time the constitution of the said firm of M/s. Arkay Builders was changed from time to time and ultimately one Ramnikbhai Gordhanbhai Patel became entitled to the said firm, as Sole Proprietor thereof, in which the property mentioned in the First Schedule hereunder written came to be vested.

13. The said Ramnikbhai Gordhanbhai Patel under Agreement of Assignment dated 25th April, 1989, transferred and assigned all the right, title and interest and benefit as a Proprietor of M/s. Arkay Builders to Lalitchandra L. Dholakia and consequential thereto the said Lalitchandra Dholakia became the Sole Proprietor of M/s. Arkay Builders with the incidental right to develop the undeveloped Plots of Yamuna Nagar Layout, and to exploit the balance potentiality of the said Layout.

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Consequently, the said Ramnikbhai G. Patel executed Irrevocable Power of Attorney dated 05.05.1989 In favour of Lalitchandra Dholakia empowering the said Lalitchandra L. Dholakia to develop the said Layout property including such vacant plots of the Yamuna Nagar Layout, as described hereinabove.

14. The said Lalitchandra L. Dholakia by and under Diverse Agreements permitted Mr. Umesh Himmatlal Gandhi to develop portions of the Yamuna Nagar Layout which are vacant and available for construction of buildings for residential and other use by consuming balance unexploited F.S.I. generated out of the entire Yamuna Nagar Layout in addition to the Floor Space Index (FSI) in the form of floating FSI popularly known as Transfer of Development Rights (TDR) in respect of portions of the Yamuna Nagar Layout earmarked for various reservations such as Playground, Primary School as per the Development Plan of the M.C.G.M presently prevailing. Mr. Alpesh Kishor Ajmera is a confirming party to the said diverse agreements referred to above having confirmed the rights granted unto the said Mr. Umesh Himmatlal Gandhi.
15. The said Mr. Lalitchandra L. Dholakia as the Sole Proprietor of M/s. Arkay Builders executed with Mr. Umesh Gandhi amongst other documents, the under mentioned Agreements and in respect of each agreement, separate declaration has been made by Mr. Umesh H. Gandhi annexing thereto to the Original Agreement which has been registered with the Sub-Registrar of Assurances as per the details given below:-



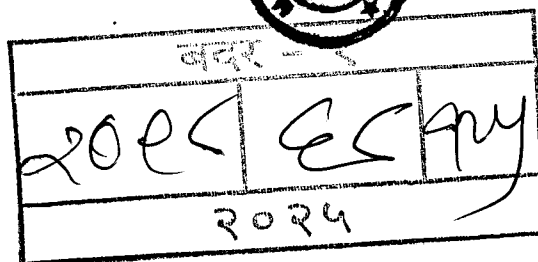
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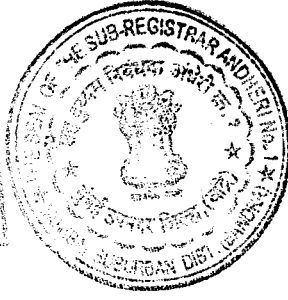
Sr. No.	Date of Agreement	Particulars	CTS No.	Zone Reservation	Registration No.
1.	14.08.2000	Development Agreement.	1/195	Primary School	BDR-15/477/2007
2.	14.08.2000	Development Agreement.	1/192	Dispensary	BDR-15/478/2007
3.	14.08.2000	Development Agreement.	1/196	Playground	BDR-15 /479/2007
4.	14.08.2000	Development Agreement.	1/200(Pt.)	Residential Zone.	BDR-15/480/2007
5.	14.08.2000	Development Agreement.	1/203 Pt.)	R.G.Zone.	BDR-15 /476/2007
6.	14.08.2000	Development Agreement.	1/199	Layout R.G.zone.	BDR-15/483/2007
7.	14.08.2000	Development Agreement.	1/202 (pt.)	Residential Zone(Now R.G.)	BDR-15/474/2007

16. Apart from the said Agreements, diverse agreements, Power of Attorneys and other documents, came to been executed by and between Mr. Lalitchandra L. Dholakia, Sole Proprietor of M/s. Arkay Builders and Mr. Umesh H. Gandhi, Sole Proprietor of Ms. Poonam Builders and the possession of the diverse Plots referred to in the said Agreements

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MAHENDRA C. JAIN

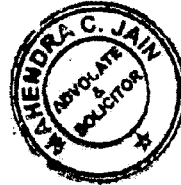
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has been handed over to and Mr. Umesh H. Gandhi was put in possession thereof.

17. By an Agreement dated 16th October, 2003 and made by and between M/s. Arkay Builders through its sole Proprietor Mr. Lalitchandra L. Dholakia of the one part and Mr. Umesh Himmattal Gandhi carrying on business as Sole Proprietor under the firm name and style of M/s. Poonam Builders of the other Part, the said M/s. Arkay Builders granted all residuary right title and interest in respect of the said Yamuna Nagar layout and Mr. Umesh Himmattal Gandhi became entitled to the benefit of the said Layout including internal Roads, D. P. Road, Recreation Garden and other common amenities' area with a right to treat the entire layout as the recipient/base land and avail of the FSI arising out of or in respect of the said layout, common amenities, area including road/R.G., is also to avail and consume the outside TDR and load the same any part of the said Yamuna Nagar Layout described in the First schedule hereunder written as may be permissible under Development Control Regulations for Greater Mumbai 1991 and consume and construct the buildings and annexes and/or upper floors. A declaration dated 23.07.2007 with the original Agreement annexed to the said declaration made by Mr. Umesh H. Gandhi has been registered with the Sub-Registrar of Assurances at Bandra-1 under Serial No. 6729 of 2007 dated 23.07.2007 and requisite stamp duty and registration charges has been paid in respect thereof.

18. The Collector, Mumbai Suburban District, by an Order dated 28th October, 2004 amalgamated the separate C.TS. No. of the said Yamuna



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Nagar Layout and given new Survey No. as mentioned in the said Order and accordingly old CTS No. 1/190 to 1/205 have been amalgamated and new C. T. S. No. 1/190A to 1/190 G and 1/D came to be mutated and allotted.

19. The Additional Collector, under the Urban Land (Ceiling & Regulation) Act, from time to time extended the time under the hereinbefore mentioned ULC permission from 12th November, 1979, time for construction and completion of the building and ultimately by an Order dated 30th January, 2009, has been extended for a period of one year and permitted Mr. Umesh H. Gandhi to construct the building subject to the condition as set out in the said Order dated 12th November, 1979.
20. Disputes and difference arose by and between Mr. Alpesh Kishor Ajmera and Mr. Umesh H. Gandhi and the same were referred to the Sole Arbitration of The Hon'ble Shri Justice B. N. Srikrishna (Retd.). The said disputes were amicably resolved by filing the Consent Terms dated 15th April, 2008 and pursuant to which an Award came to be passed by the Learned Sole Arbitrator, the Hon'ble Shri Justice B. N. Srikrishna (Retd.) dated 23rd April, 2008 pursuant to which the said Mr. Umesh H. Gandhi is required to allot and provide the constructed area, as mentioned in the Award, to Mr. Alpesh Kishor Ajmera and other terms as recorded in the said Award.
21. A Memorandum of Understanding and Settlement dated 17th January, 2008 also came to be executed by and between M/s. Arkay Builders, a registered Partnership firm or Mr. Ramnikbhai Gordhanbhai Patel and Mr. Pankaj Lalaji Shah, therein called the said Arkay of the One Part and the

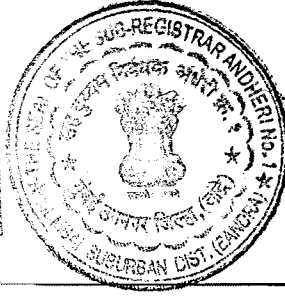


M.C. Jain

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said Mr. Umesh H. Gandhi carrying on business as Sole Proprietor of M/s. Poonam Builders, pursuant to which the said Arkay irrevocably accepted and confirmed the possession of the said Mr. Umesh H. Gandhi of the diverse plots in respect whereof the rights have been acquired from the said Mr. Lalichandra L. Dholakia and the development carried out thereof by the said Mr. Umesh H. Gandhi and/or his Co-developers/nominees and the various approvals obtained and/or to be obtained by Mr. Umesh H. Gandhi in respect of Mr. Umesh H. Gandhi's Plot, being Yamuna Nagar Layout in consonance with the said MOU and which MOU includes residuary rights, including the right to treat the said Yamuna Nagar Layout as a recipient Plot and avail of and load outside TDR/FS and which has been described in the First Schedule hereunder written I and the said Arkay Builders also confirmed the rights in respect of the diverse Plots being the subject matter of the diverse agreements referred to hereinabove, including the Plots described in the Second Schedule hereunder written, the said Arkay also granted a Power of Attorney and furnished a declaration.

22. The said Ramnikbhai Gordhan Patel filed a suit in the High Court of Judicature at Bombay in its O. O. C. J. being 3100/96 against Oshiwara Land Development Company Pvt. Ltd., Mr. Vinod Parshuram Mahajan Chief Promoter of Shree Swami Prasanna Co-operative Housing Society Ltd. (Proposed) & Others. Consent Terms dated 24th March, 2008 came to be executed by and between the Plaintiff and Defendant Nos. 4 to 8 in the said Suit and a Decree in terms of the said Consent Terms came to be passed, a copy of the said MOU dated 17th January, 2008 executed by and between Arkay Builders, a Partnership Firm and Mr. Umesh H.



(Handwritten signature)

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Gandhi came to be annexed as Annexure "6" and inter alia, by clause 7 of the said Consent terms, the Defendants No. 1 to 4 to the said Suit accepted and confirmed the arrangement and implementation of the said MOU.

23. Upon an application being submitted for amendment of layout of the Yamuna Nagar, the Brihanmbai Mahanagar Palika amended and approved the said Yamuna Nagar Layout time to time by a letter dated 10th September, 2003 by a letter dated 17th February, 2009 and lastly approved by Letter dated 18th August 2018.
24. By and under a Development Agreement dated 28th December, 2006 registered with the Office of the Sub-Registrar of Assurances at Bandra under Serial No.BDR1-03476-2007, ("Joint Development Agreement"), the said Poonam Builders granted development rights to SDPL in respect of the three plots forming part of the Yamuna Nagar Property for development i.e. (i) Plot bearing C.T.S.No.1/200 (Part) admeasuring 4520 square meters for construction of a residential building; (ii) Plot bearing CTS No.1/203 admeasuring 2703.12 square meters in residential zone affected by the provisions of the Coastal Regulation Zone; (iii) Plot bearing CTS No.1/192 reserved for the purposes of dispensary admeasuring 657 square meters ("Dispensary Plot").
25. By and under a First Supplemental Agreement dated 10th March, 2008 executed between Poonam Builders and SDPL, the parties thereto agreed to modify the understanding between the parties regarding the area sharing ratios set out in the Joint Development Agreement in the manner therein contained.

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26. By and under a Second Supplemental Agreement dated 19th March, 2009 executed between Poonam Builders and SDPL, the parties thereto agreed to modify the Joint Development Agreement and the First Supplemental Agreement to exclude the Dispensary Plot from the purview of the development and further modify the area sharing ratios set out in the Joint Development Agreement and First Supplemental Agreement in the manner therein contained; Therefore, the said Development Agreement continued only in respect of the property described in the Second Schedule hereunder written.

27. Disputes arose between Poonam Builders and SDPL with respect to development of the aforesaid plots whereby the project named as La-Citadel came to be standstill and discontinued. Hence, the said dispute was referred to the sole arbitration of Ld. Sole Arbitrator Mr. E. P. Barucha, Senior Advocate. The said dispute was amicably resolved by filing consent terms dated 24th August 2017 and pursuant to which an Award came to be passed by the Ld. Sole Arbitrator Mr. E. P. Barucha, Senior Advocate dated 30th October 2017 ("the said Award"), wherein Poonam Builders and SDPL agreed to take steps to discharge their obligation as set out in the said Letter of Intent dated 24th August 2017 ("said Letter of Intent") and said Letter dated 24th August 2017 ("said Letter") and in respect of the said property described in the Second Schedule hereunder written.

28. Pursuant to the said Award passed by the Ld. Sole Arbitrator Mr. E. P. Barucha, Senior Advocate, a Supplemental Agreement dated 20.05.2019 came to be executed between Poonam Builders and SDPL and registered with the Office of the Sub-Registrar of Assurances at Bandra



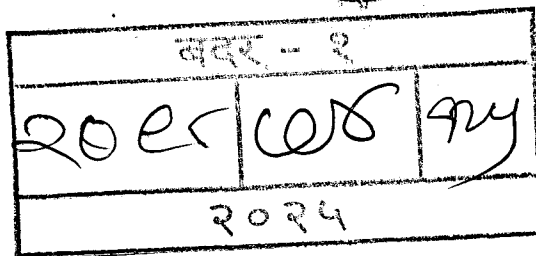
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Email: mahendrajain_adv@yahoo.com

under Serial No. BDR15-2694-2019 dated 21.05.2019 for carrying out construction and development of a separate and independent Project under new terms and conditions as more specifically mentioned in the said Supplemental Agreement dated 20.05.2019

29. Poonam Builders have executed a Power of Attorney bearing Serial Nos. BDR4-615-2020 dated 12.02.2020 in favour of SDPL to do various acts, deeds and things in respect of development of the said property with an intention for it to remain in full force and effect throughout the term of the said Development Agreement. Poonam Builders have also executed a Power of Attorney bearing Serial Nos. BDR4-614-2020 dated 12.02.2020 in favour of SDPL to enable them to execute Agreement for Sale in respect of the premises/units in the building "" coming to their share more particularly described in the Second Schedule thereto. Thereafter, SDPL have executed a Power of Attorney bearing Serial Nos. BDR4-613-2020 dated 12.02.2020 in favour of Poonam Builders to enable them to execute Agreement for Sale in respect of the premises/units the building coming to their share more particularly described in the Second Schedule thereto.

30. In pursuance of the Award dated 23rd April, 2008, referred to in paragraph 20 hereinabove, Alpesh K. Ajmera took out a Commercial Application (Lodging) No. 78 of 2018 for execution of the said Award dated 23rd April 2008 and the said Execution Application has been disposed of in terms of Consent Adjustments signed and taken on record by Order dated 18th January 2018 passed by the Hon'ble High Court at Bombay in Execution Application (L) No. 78 of 2018 in Award dated 23rd



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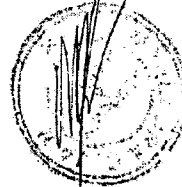
MAHENDRA C. JAIN

ADVOCATE & SOLICITOR

Tharani Mansion, 1st Floor, M.A.Road
Andheri (West), Mumbai 400 058.
 Tel.: 2628 7083 Mobile: 9833486024
 Email: mahendrajain_adv@yahoo.com

April 2008 based on the consent terms dated 18th January 2018 filed by the parties therein.

31. Pursuant to the consent terms dated 18th January 2018, between Poonam builders through its Sole Proprietor Mr. Umesh Gandhi and Alpesh Ajmera, they agreed for an amicable settlement and thus Poonam builders through its Sole Proprietor Mr. Umesh Gandhi filed an Commercial Execution Application (L) No. 598 of 2019 whereby Justice G.S. Patel passed an Order dated 30.04.2019 stating that "the Court is satisfied and is passing an order in the execution application in terms of the consent terms".
32. Pursuant to the above, and subject to the terms and condition of the said Joint Development Agreement dated 28th December, 2006 the First Supplemental Agreement dated 10th March, 2008, the Second Supplemental Agreement dated 19th March, 2009 and the said Award dated 30th October, 2017 with the LOI dated 24th August, 2017, the said Letter dated 24th August, 2017, Supplemental Agreement dated 20.05.2019 and Power of Attorney dated 12.02.2020 thereof, the said SDPL became entitled to construct the building more particularly described in the Second Schedule hereunder written and sell the units/premises coming to their share and subject to the obligation to provide certain constructed units to Mr. Umesh Gandhi or his nominees.
33. The Brihanumbai Mahanagar Palika sanctioned the building proposal and issued the IOD dated 16.11.2004 bearing no. CE/8224/WS/AK to M/s Poonam Builder for construction of the building on the property bearing C.T.S. No. 1/200(pt.) and now new CTS no.1/190A (part) and which



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property has been described in the Second Schedule hereunder written and the Plans have been amended from time to time and lastly plans are approved on 07.04.2018 and CC dated 25/11/2009 has been issued which can be renewed from time to time.

34. In my opinion, subject to what is mentioned herein, the Title of M/s. Oshiwara Land Development Co. Ltd. and Mr. Umesh Gandhi is marketable free from encumbrances beyond reasonable doubts in respect of the property described in the Second Schedule hereunder written and pursuant to the diverse deeds and documents as mentioned above, SDPL is entitled to construct the building ' on the property described in the Second Schedule hereunder written.

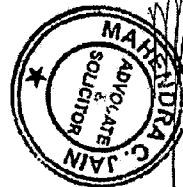
THE FIRST SCHEDULE ABOVE REFERRED TO

All those pieces and parcels of vacant land or ground situate, lying being at Village Oshiwara, Taluka Andheri, District Bombay Suburban containing by admeasuring 117972.96 sq. yards equivalent to 98638.41 sq.mtrs. or thereabouts and being a part of the land bearing Survey no.41(part), CTS no.1/190A to G & 1/D sanctioned under MCGM file no. CE/643/BSII/LOKWN

THE SECOND SCHEDULE ABOVE REFERRED TO

FIRSTLY:-

ALL THAT piece or parcel of land or ground situate lying and being at Village Oshiwara, Taluka Andheri in the Registration District Bombay City and Bombay Suburban bearing Survey No.41(part), old C.T.S. No. 1/200(p.) and new CTS no.1/190A (part) admeasuring 4520 sq. mtrs. and bounded as follows:



15

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बदर - २		
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२०२५		



MAHENDRA C. JAIN
ADVOCATE & SOLICITOR

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Email: mahendrajain_adv@yahoo.com

On or towards the EAST: by the property bearing new CTS no.1/190A(part);
On or towards the WEST: by the property bearing new CTS no.1/190A(part)
and 30 feet wide internal road; On or towards the NORTH: by the property
bearing new CTS no.1/190A(part) and 30 feet wide Internal road; and On or
towards the SOUTH by the property bearing new CTS no.1/190A(part).

SECONDLY:

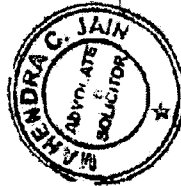
ALL THAT piece or parcel of land or ground situate lying and being at
Village Oshiwara, Taluka Andheri in the Registration District Bombay City
and Bombay Suburban bearing Survey No.41 (part) and corresponding Old
C.T.S.No.1/203 and now bearing New CTS No. 1/190A (Part)
admeasuring 3.926.7 sq. mtrs. and bounded as under:

On or towards the EAST: by the property bearing new CTS no.1/190A (part);
On or towards the WEST: by the property bearing new CTS no.1/190A(part),
Oakland park Bldg; On or towards the NORTH: by the property bearing new
CTS. no.1/190A (part); and On or towards the SOUTH: by the property
bearing new CTS no.1/190E and existing Nalla.

Dated this 4th day of Dec, 2020.

MAHENDRA C. JAIN

Advocate & Solicitor





TYPICAL FLOOR PLAN (1 TO 31 ST)

FLAT NO	TYPE	RERA AREA	BALCONY AREA
1	2 BHK	793 SQ FT	NA
2	3 BHK	1120 SQ FT	NA
3	4 BHK	1725 SQ FT	75 SQ FT
4	3 BHK	1173 SQ FT	37 SQ FT
5	3 BHK	1141 SQ FT	44 SQ FT
6	2 BHK	783 SQ FT	NA

72 WEST TYPICAL LEVEL FLOOR PLAN : 1st TO 31st



2022
 2020
 2021





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 :
P51800028086

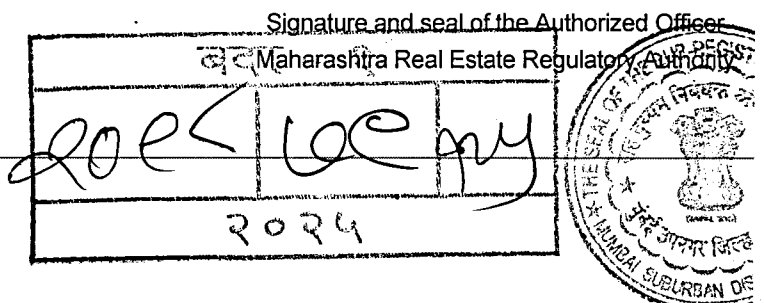
Project: 72 WEST , Plot Bearing / CTS / Survey / Final Plot No.: CTS NO 1/190A TO 1/190G AND CTS NO 1D DIV S.NO 41P OF VILLAGE OSHIWARA ANDHERI WEST at Andheri, Andheri, Mumbai Suburban, 400053;

- Sheth Developers Private Limited** having its registered office / principal place of business at *Tehsil: Andheri. District: Mumbai Suburban, Pin: 400057.*
- This registration is granted subject to the following conditions, namely:-
 - The promoter shall enter into an agreement for sale with the allottees;
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (l) 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 **31/01/2021** and ending with **30/06/2026** 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
- 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



Dated: **08/09/2021**
Place: **Mumbai**



C - 3



BRIHANMUMBAI MUNICIPAL CORPORATION

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No CE/8224/WS/AK/FCC/5/Amend

COMMENCEMENT CERTIFICATE



To,
Umesh Gandhi
1st Floor , Goyal Shopping Center, S.V.Road,
Borivali (W)

Sir,

With reference to your application No. **CE/8224/WS/AK/FCC/5/Amend** Dated. **17 Feb 2018** for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no 337 (New) dated **17 Feb 2018** of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. - C.T.S. No. **1/190A to 1/190G & CTS No.1 D** Division / Village / Town Planning Scheme No. **OSHIWARA** situated at - Road / Street in **K/W Ward** Ward .

The Commencement Certificate / Building Permit is granted on the following conditions:--

1. The land vacated on consequence of the endorsement of the setback line/ road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. 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.
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if :-
 - a. The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
 - b. Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
 - c. The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966.
7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

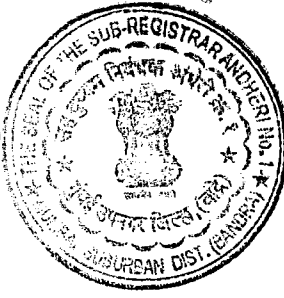
The Municipal Commissioner has appointed Shri. **A.E.(BP) K/West-North Ward** Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 29/4/2006

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2005 - 2		
2005	19	924
2005		



Issue On : 30 Apr 2005

Valid Upto : 29 Apr 2006

Application Number :

Remark :

CC up to top of upper stilt i.e up to ht 10.95 mtr above Gr. Level as per approved plan dtd. 16.11.2004

Approved By

Issue On : 18 Aug 2018

Valid Upto : 17 Aug 2019

Application Number :

Remark :

Re-endorsement of CC upto 3rd podium floor level (i.e. ht. 11.25 mtr. AGL) as per approved plan dated 07.04.2018

Note:- 1) Construction & Demolition Waste / Excavation Material shall be transported to the designated unloading site CTS No 1-C/3A(pt). Survey No. 41/IA of Oshiwara Jogeshwari (W), Mumbai. 400 102 as per SWM NOC dated 23.07.2018

2) The directives of Hon. S.C. dated 15.03.2018 shall be complied with

Approved By

Issue On : 17 Feb 2021

Valid Upto : 16 Feb 2022

Application Number :

CE/8224/WS/AK/FCC/2/Amend

Remark :

Further C.C. up to 6(pt) floor i.e. height up to 33.95 mtr. AGL as per approved amended plan dated 07.04.2018 is approved as proposed.

Approved By
A.E.(B.P.) K/W
Assistant Engineer (BP)

Issue On : 28 Jun 2022 Valid Upto : 27 Jun 2023

Application Number : CE/8224/WS/AK/FCC/4/Amend

Remark :

Further C.C. for 3 Basement + Ground/ Stilt + 2 Podium + 1st to 34th Upper floors + LMR + OHT (i.e., height up to 124.92 mt. AGL), as per amended plan dated 20.08.2021 is approved.

Note:- GVK Verification shall be submitted before start of construction beyond 15th floor.

Approved By
A.E.(B.P.) K/W
Assistant Engineer (BP)

Issue On : 01 Feb 2024 Valid Upto : 29 Apr 2024

Application Number : CE/8224/WS/AK/FCC/5/Amend

Remark :

Further C.C./Full C.C.for 3 Level Basement + Ground (Part) / Stilt (Part) +Lower Stilt + Upper Stilt +1st to 35th upper floors (height of 123.75 meter up to top of the terrace and height 126.55 meter up to top of LMR / OHT) of the above building as per approved plan dated 18/01/2024 is approved.

Note:

- 1) The Work Shall be strictly executed under the permissible elevation limits as per the valid Civil Aviation NOC.
- 2) Before casting of LMR +OHT the top elevation shall be verified from AAI/MIAL.
- 3) Cognizance of circular U/no. CHE/DP/214/GEN Dated 15/09/2023 and circular u/no. MGC/F/1102 Dated 25/10/2023 and relevant guidelines issued time to time shall be strictly taken on the site.
- 4) Approval is given on the basis of documents submitted by L.S./Architect.

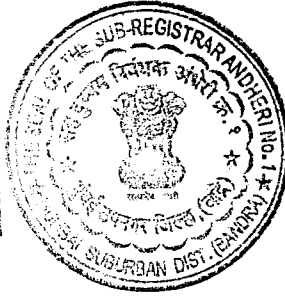
CE/8224/WS/AK/FCC/5/Amend

Page 3 of 4 On 01-Feb-2024

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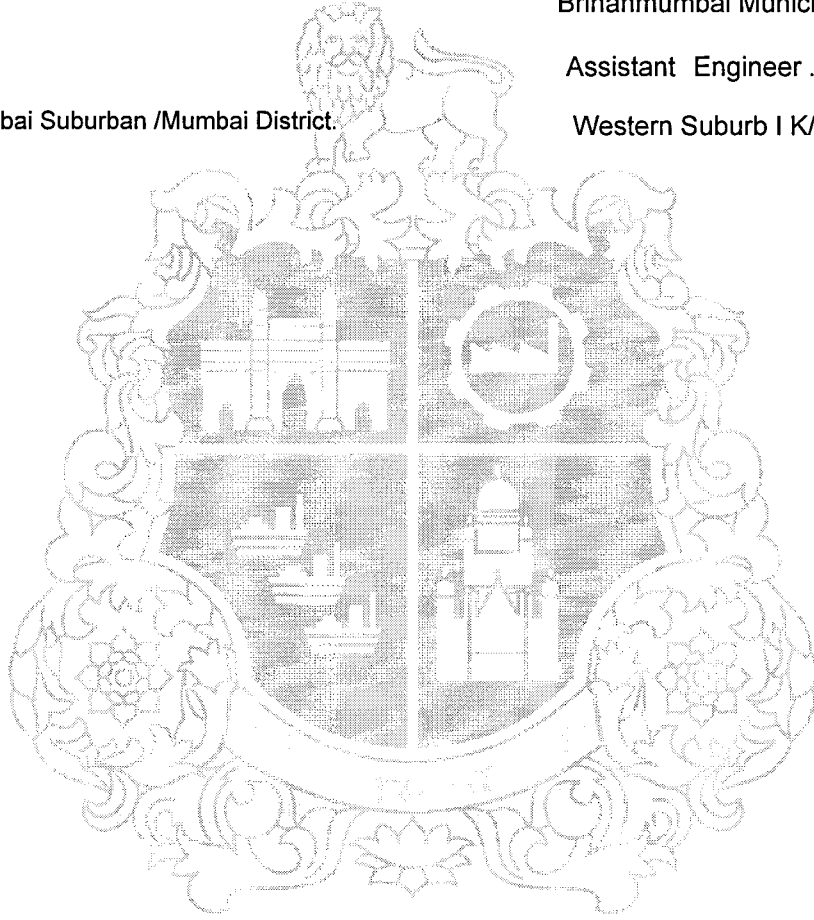
Digitally signed by RAMESH KALPNATH YADAV
Date: 01 Feb 2024 12:41:57
Organization: Brihanmumbai Municipal Corporation
Designation: Assistant Engineer (BP)

For and on behalf of Local Authority
Brihanmumbai Municipal Corporation

Assistant Engineer . Building Proposal
Western Suburb I KW Ward Ward

Cc to :

1. Architect.
2. Collector Mumbai Suburban /Mumbai District.

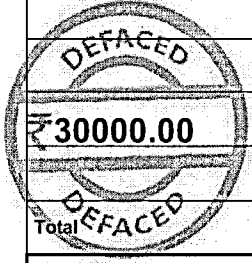




CHALLAN
MTR Form Number-6



GRN	MH015931315202425P	BARCODE			Date	11/02/2025-12:04:33	Form ID	
Department				Inspector General Of Registration				
Type of Payment				Registration Fee Ordinary Collections IGR				
Office Name				BDR1_JT SUB REGISTRAR ANDHERI NO 1				
Location				MUMBAI				
Year				2024-2025 One Time				
Account Head Details				Amount In Rs.		Premises/Building		
0030063301 Amount of Tax				30000.00		Road/Street		
						Lokmanya tilak road, Yamuna nagar, andheri west		
						Area/Locality		
						Mumbai		
						Town/City/District		
						PIN		
						4 0 0 0 5 3		
				Remarks (If Any)				
				SecondPartyName=Sheth developers Pvt ltd-				
				Amount In				
				Thirty Thousand Rupees Only				
				Total		Words		
				30,000.00				
Payment Details				STATE BANK OF INDIA				
Cheque-DD Details				FOR USE IN RECEIVING BANK				
				Bank CIN	Ref. No.	10000502025021102165 8559137443228		
Cheque/DD No.				Bank Date	RBI Date	11/02/2025-12:06:45 Not Verified with RBI		
Name of Bank				Bank-Branch		STATE BANK OF INDIA		
Name of Branch				Scroll No. , Date		Not Verified with Scroll		



Department ID : Mobile No. : 9819003253
 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userld	Defacement Amount
1	(IS)-322-2098	0008805804202425	11/02/2025-12:24:25	IGR186	30000.00
Total Defacement Amount					30,000.00

Page 1/1
 922
 2024





CHALLAN
MTR Form Number-6



GRN	MH015567970202425E	BARCODE			Date	04/02/2025-14:57:20	Form ID	25.2
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Stamp Duty			TAX ID / TAN (If Any)				
				PAN No.(If Applicable)	AGKPM1884C			
Office Name	BDR1_JT SUB REGISTRAR ANDHERI NO 1			Full Name	YUNUS MEMON			
Location	MUMBAI			Flat/Block No.	402 4TH FLOOR, 72 WEST			
Year	2024-2025 One Time			Premises/Building				
Account Head Details		Amount In Rs.		Road/Street	LOKMANYA TILAK ROAD, YAMUNA NAGAR, ANDHERI WEST			
0030045501 Sale of NonJudicial Stamp		2195800.00		Area/Locality	MUMBAI			
				Town/City/District				
				PIN	4	0	0	0 5 3
				Remarks (if Any)	PAN2=AAACS9943H~SecondPartyName=SHETH DEVELOPERS PVT LTD-			
				Amount In	Twenty One Lakh Ninety Five Thousand Eight Hundred			
Total		21,95,800.00		Words	Rupees Only			
Payment Details				FOR USE IN RECEIVING BANK				
BANK OF INDIA				Bank CIN	Ref. No.	02202292025020405861	184138187	
Cheque-DD Details				Bank Date	RBI Date	04/02/2025-14:59:51	05/02/2025	
Cheque/DD No.				Bank-Branch		BANK OF INDIA		
Name of Bank				Scroll No. , Date		234 , 05/02/2025		
Name of Branch								

Department ID :

Mobile No. : 8879619075

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

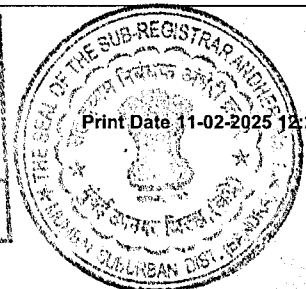
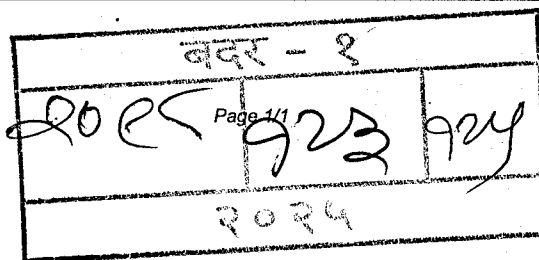
सदर चलान केवल दुयम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलान लागू नाही.

Validity unknown

Challan Defaced Details

Digitally signed by
DIRECTORATE OF ACCOUNTS
AND TREASURIES MUMBAI 1
Date: 2025.02.11 12:26:37 IST
Reason: GRAS Secure Document
Location: India

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(IS)-322-2098	0008805795202425	11/02/2025-12:24:20	IGR186	2195800.00
Total Defacement Amount					21,95,800.00



322/2098

मंगळवार, 11 फेब्रुवारी 2025 12:29 म.नं.

दस्त गोषवारा भाग-1

वदर 1

दस्त क्रमांक: 2098/2025

दस्त क्रमांक: वदर 1 /2098/2025

बाजार मुल्य: रु. 1,85,40,951/-

मोवदला: रु. 3,65,95,810/-

भरलेले मुद्रांक शुल्क: रु.21,95,800/-

दु. नि. सह. दु. नि. वदर 1 यांचे कार्यालयात

पावती:2422

पावती दिनांक: 11/02/2025

अ. क्रं. 2098 वर दि.11-02-2025

सादरकरणाचे नाव: युनुस मेमन

रोजी 12:20 म.नं. वा. हजर केला.

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2500.00

पृष्ठांची संख्या: 125

दस्त हजर करणाऱ्याची सही:

एकुण: 32500.00

दुय्यम निबंधक, अंधेरी-1
सह. दुय्यम निबंधक, अंधेरी क्र. १दुय्यम निबंधक, अंधेरी-1
सह. दुय्यम निबंधक, अंधेरी क्र. १

दस्ताचा प्रकार: करारनामा

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

शिक्का क्रं. 1 11 / 02 / 2025 12 : 20 : 24 PM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 11 / 02 / 2025 12 : 22 : 16 PM ची वेळ: (फी)

प्रतिज्ञापत्र	
<p>● सार्व दस्तधेज स नोंदणी १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीस दाखल केलेले आहे. ● दस्तातील संपूर्ण मजकूर, गिणाइक व्यक्ती, साक्षीवार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. ● दस्ताची सत्यता, वैधता कायदेशीर बाबींसाठी दस्त निष्ठावक व पावतीधारक हे संपूर्णपणे जबाबदार राहतील.</p>	
लिहून घेणारे :	लिहून घेणारे :

लिहून घेणारे :

Shabana Y Meman

वदर. १
2025 02 11
2024

