369/1715 Sunday, January 19, 2025 11:17 AM

पावती

Original/Duplicate

नोंदणी क्रं. :39म

Regn.:39M

पावती क्रं.: 1953

दिनांक: 19/01/2025

गावाचे नाव: विक्रोळी

दस्तऐवजाचा अनुक्रमांक: करल1-1715-2025

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: ईशा दिपक सिरवानी

नोंदणी फी दस्त हाताळणी फी पृष्ठांची संख्या: 130 रु. 30000.00 रु. 2600.00

DELIVERED

एकूण:

रु. 32600.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 11:35 AM ह्या वेळेस मिळेल.

वाजार मुल्य: रु.12828846.84 /-मोबदला रु.14308518/-भरलेले मुद्रांक शुल्क : रु. 858600/-

1) देयकाचा प्रकार: DHC रक्कम: रु.600/-डीडी/धनादेश/पे ऑर्डर क्रमांक: 0125189702591 दिनांक: 19/01/2025

वॅकेचे नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0125186602360 दिनांक: 19/01/2025

वँकेचे नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH014562128202425E दिनांक: 19/01/2025

बँकेचे नाव व पत्ता:

. bakerel.



सुची क्र.2

दुस्यम निबंधक : सह दु.नि. कुर्ला 1

दस्त क्रमांक: 1715/2025

नोदंणी : Regn:63m

गावाचे नाव: विक्रोळी

(1)विलेखाचा प्रकार

करारनामा

(2)मोबदला

14308518

(3) बाजारभाव(भाडेपटटयाच्या

12828846.84

बावनितपटटाकार आकारणी देतो की पटटेदार ते नमद करावे)

(4) भ-गापन,पोटहिस्सा व घरक्रमाक(असल्याम)

1) पालिकेचे नाव:Mumbai Ma.na.pa. इतर वर्णन :सदनिका नं: 1401,बी विंग, भाळा नं: 14 वा मजला, इमारतीचे नावः बन्यान इन ऐक्या रूट्स, ब्लॉक नं: विक्रोळी(पश्चिम),मुंबई 400 079, रोड . 12 ए,लाल बहादूर शास्त्री मार्ग, इतर माहिती: सदनिकेचे क्षेत्रफळ 679 चौ. फुट रेरा कारपेट म्हणजेच 63.08 चौ. मी. कारपेट. 1 पिट कार पार्किंग स्पेस न पीआयटीबीपी 45 ऑन पोडीयम लेवल 2 .((C.T.S. Number : 6, 6/1, 6/2, 6/3, 6/4, 6/5 and 6/6;))

(5) संत्रफळ

1) 69.41 चौ.मीटर

(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तीवज करन देणा-या/लिहन ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हक्मनामा किंवा आदेश अमल्यास,प्रतिवादिचे नाव व पना

1): नाव:-रासेक इंडस्ट्रीइस प्रा.लि. चे संचालक प्रतिक शांतीलाल जैन तर्फे मुखत्यार कपिल शर्मा वय:-; पता:-प्लॉट नं: 213, माळा नं: 2 रा मजला, इमारतीचे नाव: टर्फ एस्टेट, ब्लॉक नं: महालक्ष्मी, मुंबई, रोड नं: शक्ती मिल लेन, महाराष्ट्र, मुम्बई. पिन कोड:-400011 पैन नं:-AAACR2187G

(8)दम्तरंबज करन घेणा-या पक्षकाराचे व किंबा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता

1): नाव:-ईशा दिपक सिरवानी वय:-38; पत्ता:-प्लॉट नं: 704, ए 1 विंग, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: कल्याण पश्चिम , रोड नं: किंग्म कोर्ट, द रेसिडन्स, बारावे रोड झुलेलाल चौक गोदरेज हिल खडकपाडा , महाराष्ट्र, ठाणे. पिन कोड:-421301 पॅन नं:-AZRPP2467L

2): नाव:-दिपक अशोक सिरवानी वय:-37; पत्ता:-प्लॉट नं: 704, ए 1 विंग, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: कल्याण पश्चिम, रोड नं: किंग्स कोर्ट, द रेसिडन्स, वारावे रोड झुलेलाल चुँ महाराष्ट्र, ठाणे. पिन कोड:-421301 पॅन नं:-CHIPS4947K

(9) दन्नग्रंवज करून दिल्याचा दिनांक

18/01/2025

(10)दम्स नोदणी केल्याचा दिनोक

19/01/2025

(11)अनुक्रमांक,खंड व पृष्ठ

1715/2025

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

(13)बाजारभावाप्रमाणे नोंदणी शुल्क

, 858600

30000

मुख्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्राक शुरूक आकारताना निवडलेला अनुच्छेद

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

सुलभ व्यवहारासाठी नागरिकांचे सक्षमीकरण

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

Integrated Governance enabling You to Do Business Easily

It is necessary to update Relevant records of Property/ Property tax after registration of document. Details of this transaction have been forwarded by Email (dated 19/01/2025) toMunicipal Corporation of Greater Mumbai. No need to spend your valuable time and energy to submit this documents in person.

Payment Details

				GRN/Licence	Amount	Used At	Deface Number	Deface D
sr.	Purchaser	Type	Verification no/Vendor	GRIVEIOGIA				-
1	EISHA DEEPAK	eChallan	02003942025011800262	MH014562128202425E	858600.00	SD	0008046867202425	19/01/20
_	SIRWANI			0125189702591	600	RF	01251897025910	19/01/20
2		DHC			2000	RF	0125186602360D	19/01/20
3		DHC		0125186602360	2000	-		
4	EISHA DEEPAK SIRWANI	eChallan		MH014562128202425E	30000	RF	0008046867202425	19/01/20

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





सह. दुय्यम निबंधक, कुर्ला-१ मुंबई उपनगर जिल्हा

		ग्रामांक्य गर	क (शहरी क्षेत्र - बांधीव)			
Valuation ID	20250119		प्रावृत्ति द्वात्र - नामान्	1:	9 January 2025,11:29	9:28 AM
मूत्यांकनाचे वर्ष जिल्हा मूत्य विभाग उप मूत्य विभाग सर्व्हे नंबर /न भूक्रमांक	2024 मुंबई(उपनगर) 111-विक्रोळी - कु रस्ता लाल बहादु सि टी एस नंबरम्ध	र शास्त्री मार्ग				
dell oldin	ार मूल्यदर रू . नेवासी सदनिका 60690	कार्यालय 175970	दुकाने 200870	औद्योगीक 160010	मोजमापनाचे एकक चौरस मीटर	
बाधीव क्षेत्राची माहिती बाधकाम क्षेत्र(Built Up)- बाधकामाचे वर्गीकरण- उद्ववाहन सुविधा-	69 41 चौरस भीटर 1-आर सी सी आहे	भिळकतीचा वापर- गिळकतीचे वय- मजला -	निवासी सदनिक। 0 TO 2वर्षे 11th floor To 20th floor	मिळकतीचा प्रकार- बांधकामाचा दर -	बांधीव Rs.302.	50/-
रस्ता सन्पुख - Sale Type - First Sale Sale/Resale of built up Pro	operty constructed afte	r circular dt 02/01/2018				
मजला निहाय घट/वाढ		= 110% apply to rate=				
मजला निहाय घट/वाढ घसा-यानुसार मिळकतीचा		=(((वार्षिक मूत्यदर	r - खुल्या जमिनीचा दर) * घसा-पा	-	ोचा दर)	
		=(((वार्षिक मून्यदर = (((176759-7))		
	प्रति चौ मीटर मूल्यदर	=(((वार्षिक मृत्यदर = (((176759-7. = Rs 176759/- = वरील प्रमाणे मृत्य दर •	? - खुल्या जमिनीचा दर) * घसा-पा 3730) * (100 / 100))+73730)	^{चादर)}	
घसा-यानुसार मिळकतीचा मुख्य मिळकतीचे मृल्य बंदिस्त वाहन तळाचे क्षेत्र	प्रति चौ. गीटर गूल्यदर	=(((वार्षिक मृत्यदर = (((176759-7. = Rs 176759/- = वरील प्रमाणे मृत्य दर • = 176759 • 69 41 = Rs 12268842 19/- 13 94चीरस मीटर	र - खुल्पा जमिनीचा दर) * घसा-पा 3730) * (100 / 100))+73730 मिळकतीचे क्षेत्र	<i>ব</i> ন্দ্ৰ প্ৰ		73
धसा-यानुसार मिळकतीचा मुख्य मिळकतीचे मृत्य	प्रति चौ. गीटर गूल्यदर	=(((वार्षिक मृत्यदर = (((176759-7. = Rs 176759/- = वरील प्रमाणे मृत्य दर • = 176759 • 69 41 = Rs 12268842 19/-	र - खुल्पा जमिनीचा दर) * घसा-पा 3730) * (100 / 100))+73730 मिळकतीचे क्षेत्र) क		73.
घसा-यानुसार मिळकतीचा मुख्य मिळकतीचे मृल्य बंदिस्त वाहन तळाचे क्षेत्र	प्रति चौ. गीटर गूल्यदर	=((वार्षिक मृत्यदर = (((176759-7. = Rs 176759/- = वरील प्रमाणे मृत्य दर • = 176759 • 69 41 = Rs 12268842 19/- 13 94चैरस मीटर = 13 94 • (160690 • 25	र - खुल्पा जमिनीचा दर) * घसा-पा 3730) * (100 / 100))+73730 मिळकतीचे क्षेत्र	<i>ব</i> ন্দ্ৰ প্ৰ		73.
घसा-यानुसार मिळकतीचा मुख्य मिळकतीचे मूल्य बंदिस्त वाहन तळाचे क्षेत्र बंदिस्त वाहन तळाचे मूल्य	प्रति चौ. मीटर मूल्यदर = ,10,4,16 - मुख्य मिळकतीचे मूल्य - खुल्या = A + B + C + E	=(((वार्षिक मृत्यदर = (((176759-7. = Rs 176759/- = वरील प्रमाणे मृत्य दर • = 176759 • 69 41 = Rs 12268842 19/- 13 94चीरस मीटर = 13 94 • (160690 • 25 = Rs .560004 65/-	र - खुल्पा जमिनीचा दर) * घसा-पा 3730) * (100 / 100))+73730 मिळकतीचे क्षेत्र /100) ईन मजला क्षेत्र मृत्य + लगतच्या गच्ची र - इमारती भोवतीच्या खुल्या जागेचे र	্	रल - १ े	73

Home Print

सह. दुर्ध्यम निबंधक कुर्ला-१ (वर्ग-२)





CHALLAN MTR Form Number-6



GRN MH	014562128202425E	BARCODE	TI TINT I II IN MET STIME WINE BIL			Dat	te 18/01/2025-1	2:45:02	For	m ID	- 2	5.2	
Department	Inspector General O	Registration					Payer De	tails					
	Stamp Duty			TAX ID /	TAN (If	Any)							
Type of Payı	nent			PAN No.(lf Applic	cable)							
Office Name	KRL1_JT SUB REGI	STRAR KURL	A NO 1	Full Nam	ie		EISHA DEEPAK	SIRWA	MI				
Location	MUMBAI												
fear	2024-2025 One Time)		Flat/Bloc	k No.		FLAT NO 1401	B W	ING	BANY	MAN	111	AIKY.
				Premises	/Buildir	ng	ROOTS						
	Account Head Deta	ils	Amount In Rs										
1030045501	Stamp Duty		858600.0	Road/Stre	eet		LBS ROAD						
10 30063301	Registration Fee		30000.0	Area/Loc	ality		VIKHROLI WEST						
				Town/City	//Distric	:t							
				PIN				4	0	0	0	7	9
				Remarks	(If Any)								
diameter.				SecondPa	rtyName	=RAC	EK INDUSTRIES	PVT L	TD~	_	_		ā
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EFAC	T. T			Amount In	Eigh	184	Eighty Eight Thou	usand S	ix Hu	ndred	Rur	ee	
otal			8,88,600.00	Words	s On	ly							
ayment Deta	ils BANK	OF BARODA				FOR	USE IN RECEIV	ING BA	NK				
	Cheque-D	D Details		Bank CIN	Ref. N	0.	0200394202	JURE	03	2526	76		
reque/DD No	,			Bank Date	RBI Da	ate	18/0/2015-22:48	७ १दुरस	Jus.		Xwi	th RE	31
ime of Bank				Bank-Branc	h		BAROL				3	_	
ime of Branch				Scroll No. ,			Har Son Had with			زيا	*		
parlment ID ITE:- This ch दर चहान के तो .	nallan is valid for docu वळ दुस्यम निवंधक का	ment to be re र्यालयात नोद	egistered in Sub Regis णी करावयाच्या दस्तार	trar office o साठी लागु अ	only. No IIचे - नो	t valid दणी	i for medistred न करोग्यान	docur	1			นขไ วอยอ	383

tallan Defaced Details

No.	Remarks	Defacement No.	Defacement Date	Userld	Defacement Amount
1	(iS)-369-1715	0008046867202425	19/01/2025-11:17:02	IGR197	30000.00

Seishord.

Page 1/2

Print Date 19-01-2025 11:17:41



CHALLAN MTR Form Number-6



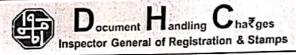
2 45 0

GRN MH	014562128202425E	BARCODE			i iii Dat	e 18/01/2025-12:45:02	Form ID	25.2
Department	Inspector General	Of Registration				Payer Details		
	Stamp Duty			TAX ID / TA	N (If Any)			
Type of Pay	ment			PAN No.(II	Applicable)			
Office Name	KRL1_JT SUB RE	GISTRAR KURLA	NO 1	Full Name		EISHA DEEPAK SIRWA	ANI	
Location	MUMBAI							
Year	2024-2025 One T	ime		Flat/Block I	No.	FLAT NO 1401 B W	ING BANYA	N IN AIKYA
				Premises/B	Building	ROOTS		
	Account Head D	etails	Amount In Rs.			•		
0030045501	Stamp Duty		858600.00	Road/Stree	t	LBS ROAD		
0030063301	Registration Fee		30000.00	Area/Locali	ity	VIKHROLI WEST		4
				Town/City/[District		.4"	
				PIN		4	0 0	0 7 9
				Remarks (If			3	1.
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					ـــا	4.	A TAPET	•
				Amount In	Eight Lak	th Eighty Eight Thousand	B REGIE	Rupèe
Total			8,88,600.00	Words	s Only	1/40	अस्ति ।	4
Payment Deta	ails BA	NK OF BARODA			FC	OR USE IN RECEIVING	ANK	多色
	Chequ	e-DD Details		Bank CIN	Ref. No.	02003 42025 418002	212526	温)
Cheque/DD No	0.			Bank Date	RBI Date	18/01/1/25-12:48:51	Verifi	* A T
Name of Bank				Bank-Branch	n	BANK OF BOODA	यजगर हर	(FA
Name of Branc	ch ,			Scroll No., I	Date	Not Verified with Stre	- LINE	

Department ID : Mobile No. : 8390969383 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवळ दुय्यम निवंधक कार्यालयात नोदंणी करावयाच्या दस्तांसाठी लागु आहे . नोदंणी न करावयाच्या दस्तांसाठी सदर चलन लागु मही .

Supal.

125 11



Receipt of Document Handling Charges

PRN

0125189702591

Receipt Date

19/01/2025

Received from DHC, Mobile number 0000000000, an amount of Rs.600/-, towards Document Handling Charges for the Document to be registered on Document No. 1715 dated 19/01/2025 at the Sub Registrar office Joint S.R. Kurla 1 of the District Mumbai Sub-urban District.

Payment Details

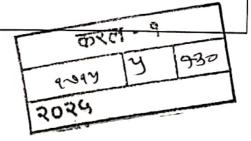
DEFACED

₹ 600

DEFACED

Bank Name	SBIN	Payment Date	18/01/2025
Bank CIN	10004152025011802434	REF No.	501806590401
Deface No	0125189702591D	Deface Date	19/01/2025

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





Department of Stamp & Registration, Maharashtra Receipt of Document Handling Charges Date 18/01/2025 PRN 0125186602360 Received from DHC, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Kurla 1 of the District Mumbai Sub-urban District. Payment Details 18/01/2025 Date SBIN Bank Name 501806002216 REF No. 10004152025011802204 Bank CIN This is computer generated receipt, hence no signature is required. करल - १ 330 Department of Stamp & Registration, Maharashtra Receipt of Document Handling Charges Date 18/01/2025 0125189702591 PRN Received from DHC, Mobile number 0000000000, an amount of Rs.600/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Kurla 1 of the District Mumbai Sub-urban District. Payment Details 18/01/2025 Date SBIN Bank Name 5018065904 REF No. 10004152025011802434 Bank CIN This is computer generated receipt, hence no signature is required.



AGREEMENT FOR SALE

करह	7 - 9
9-39-3 20 24	(900

THIS AGREEMENT FOR SALE made at Mumbai on this 18th. day of wavery in the Christian Year TWO THOUSAND AND TWENTY- FIVE.

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BETWEEN

RACEK INDUSTRIES PRIVATE LIMITED, (PAN NO AAACR2187G) a company incorporated under the provisions of the Companies Act, 1913, having its registered office at 213, 2nd Floor, Turf Estate, Next To Famous Studio, Shakti Mill Lane, Mahalaxmi, Mumbai -400 011, through its Director and authorized signatory, MR. PRATIK SHANTILAL JAIN duly authorized in this regard vide Board Resolution dated 22/06/2022 hereinafter referred to as "THE PROMOTER" (which expression shall unless it be repugnant to the context and meaning thereof be deemed to mean and include its successors and assigns) of the ONE PART;

AND

1) MRS. EISHA DEEPAK SIRWANI (PAN NO. AZRPP2467L) & 2) MR. DEEPAK ASHOK SIRWANI (PAN NO. CHIPS4947K) both adults and Indian inhabitant having their address at Flat No-704, A1 – Wing, Kings Court, The Residences, Barave Road, Near Jhulelal Chowk, Godrej Hill, Khadakpada, Kalyan West, Kalyan, Thane, Maharashtra - 421301. Hereinafter referred to as "THE ALLOTTEE/S" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns, of the OTHER PART.

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WHEREAS:	4	730

A. By and under an Indenture dated 13th October, 1955 registered with the Sub. Registrar of Assurances at Bombay under Serial No. 6670 of 1955 entered into between Mrs. Parpati Hashmatrai Gopaldas, widow of the deceased Hashmatrai Gopaldas, in her capacity as the duly appointed Administratrix of the property and credits of the deceased Hashmatrai Gopaldas, (therein referred to as "the Vendor") of the First Part, (i) Parpati Hashmatrai, (ii) Shyam Hashmatrai Gopaldas, (iii) Lakhu Hashmatrai Gopaldas, (iv) Usharani Hashmatrai Gopaldas, (v) Laxmi Hashmatrai Gopaldas and (vi) Savitri Hashmatrai Gopaldas, (therein referred to as "the First Confirming Parties") of the Second Part, Mr. Walter Leopold Racek (therein referred to as "the Second Confirming Party") of the Third Part and Racek Industries Ltd., (therein referred to as "the Allottee/s/s") of the Fourth Part, the Vendor therein conveyed and transferred and the First and Second Confirming Parties therein confirmed the sale and transfer of the property being a portion of the entire land in aggregate admeasuring 4840 sq. yards equivalent to 4046.82 sq. mtrs. or thereabouts and bearing Survey No. 120, Plot No. 4 admeasuring 1 guntha, Plot No. 5 admeasuring 5 gunthas and Plot No. 10 admeasuring 34 gunthas (hereinafter referred to as "THE SAID LARGER PROPERTY") unto the Allottee/s at or for the consideration and in the manner contained therein.

and said later property was thereafter allotted CTS Nos. 6 admeasuring 26.5 sq.mtrs, 6/1 admeasuring 29.2 sq.mtrs, 6/2 admeasuring 25.9 sq.mtrs, 6/3 admeasuring 9.5 sq.mtrs, 6/4 admeasuring 9.5 sq.mtrs, 6/5 admeasuring 1.4 sq.mtrs. and 6/6 admeasuring 769.5 sq.mtrs and in property were surrendered/ acquired by the relevant authorities as set back area and the Promoters herein are in possession of land admeasuring 3539.5 sq.mtrs only.

C. In these circumstances, the Promoters are presently in the possession of land admeasuring 3539.5 sq. mtrs. bearing CTS Nos. 6, 6/1, 6/2, 6/3, 6/4, 6/5 and 6/6 of Village Vikhroli, Taluka Kurla together with the structures standing thereon, lying, being and situate at 12-A, L.B.S. Marg, Vikhroli, Mumbai – 400079 within the Registration District and Sub-District of Mumbai City and Mumbai Suburban and more particularly described in the

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FIRST SCHEDULE hereunder written and shown surrounded by RED boundary line on the PLAN annexed hereto as ANNEXURE the land admeasuring 3539.5 sq. mtrs. bearing CTS Nee-

6/4, 6/5 and 6/6 is referred to as "THE SAID LAND" and the structures standing thereon is referred to as "THE SAID STRUCTURES" and the said land and the said structure are jointly referred to as "THE SAID ENTIRE PROPERTY").

- D. The copies of the Property cards with respect to the said entire property are annexed hereto as ANNEXURE "B" & ANNEXURE "B1".
- E. The copy of Title report issued by the attorney at law or advocate of the Promoters showing the nature of the title of the Promoters to the said entire property on which the proposed building/s is/are going to be constructed is annexed hereto as ANNEXURE "C".
- F. The Promoters have proposed to develop the said entire property by utilizing the available FSI/TDR/fungible FSI and all other benefits available on the said entire property or otherwise utilizable on the said entire property and are constructing thereon building, and/ or buildings consisting of p ground floor plus multiple upper stories in phase wise market permitted by the local authority and shall be at the district Promoters. The development of which will be done in organizate fat phase wise manner which shall be in discretion of the Promot
- G. The Promoters have prior to execution hereof obtained various permissions. sanctions, approvals from various competent authorities with respect to the redevelopment of the said entire property, including the following and will be obtaining other and further permissions from time to time.
 - i. No Objection Certificate for Height Clearance issued on 26th April 2022 bearing no. SNCR/WEST/B/020222/652067 by Airports Authority of India which states that it has no objection for the construction of the proposed structure subject to the terms & conditions therein and the same is valid upto 25th April 2030.

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of Greater Mumbai issued on 5th February 2022 bearing No. p. 9936/2022/(6)/S Ward/VIKHROLI-S-CFO/1/New & 4th March, 2022 bearing no. P-9936/2022/(6)/S WARD/VIKHROLI- S/CFO/1/AMEND. & Revised CFO dated 01st April 2024 bearing no. P-9936/2022/(6)/S Ward/VIKHROLI-S-CFO/1/ New.

iii. Intimation of Disapproval (I.O.D.) under Reference No.P-9936/2022/(6)/S-Ward/VIKROLI-S/IOD/1/New dated 21st June, 2022 & Revised IOD dated 6th October 2023 issued by Mumbai Municipal Corporation of Greater Mumbai annexed herewith as ANNEXURE "D". A copy of the said Floor Plan is annexed hereto and marked as ANNEXURE "E".

P-9936/2022/(6)/S No. bearing (CC) Certificate iv. Commencement ward/VIKHROLI-S/CC/1/New, issued on 7th September, 2022 & Further P-9936/2022/(6)/S No. bearing Certificate Commencement ward/VIKHROLI-S/FCC/1/New, dated 16th May, 2023 & P-9936/2022/(6)/S ward/VIKHROLI-S/FCC/1/Amend, dated 26th October, 9936/2022/(6) /S Ward / Vikhroli-S/FCC/2/Amend, dated 02nd September 2024, P-9936/2022/(6) /S Ward / Vikhroli-S/FCC/3/Amend, dated 01st January 2025. ANNEXURE "F".

H. As per the conditions imposed upon the Promoters in the Intimation of eval (I.O.D.) dated 21st June, 20222 under Reference No. P-094(2012) (6)/S-Ward/VIKROLI-S/IOD/1/New issued by Mumbai Munaicipal Corporation of Greater Mumbai, the Promoters are required to haid over anothernsfer to the Municipal Corporation of Greater Mumbai, amenity of space as per regulation 14 (B) of the Development Control & romotion Regulations, 2034. The Promoters have earmarked /handed aveyed/ transferred an area admeasuring 353.95 sq. mtrs. forming part of a portion of the entire property which portion is more particularly described in the SECOND SCHEDULE hereunder written and shown surrounded by GREEN color boundary line on the PLAN annexed hereto as ANNEXURE "G".

I. In these Circumstance and as per the above clause "H" the said land has been Sub-Divided and the property card has been separated into 2 Fresh

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Property Cards. The First Property Card Bearing CS 3185.55 sq. mtrs. and the second property card admeasuring 353.95 sq. mtrs. which has been surrend as per clause "H" above.

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rd	beari	ng C.S	No. 6E	330
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- J. In these circumstances, the Promoters are presently entitled to develop an area admeasuring 3185.55 sq. mtrs. forming part of the entire property (hereinafter referred to as 'THE SAID ENTIRE PROJECT LAND').
- K. Presently, the Promoters are constructing the said Aikya Roots project, consisting of two residential buildings to be known as "ASHOKA (A WING)" and "BANYAN (B WING)" each presently consisting of Ground/ Stilt plus 3 levels of podium and 17 (Seventeen) or more upper floors along with 1 commercial building to be known as "GOLDEN OAK (C WING)" consisting of Ground plus 6 floors on a portion of the said entire project land being CTS No. 6A admeasuring 3185.55 sq.mtrs, and which portion is more particularly described in the THIRD SCHEDULE hereunder written and marked by BLUE COLOUR boundary line on the PLAN annexed hereto as ANNEXURE "H" and the said residential and commercial buildings on the said land are jointly referred to as "THE SAID PROPERTY").
- L. The Promoters shall in their sole discretion be entitled to change the area and/or location of the said project AIKYA ROOTS comprising of 2 residential wings i.e. ASHOKA (A WING) and BANYAN (B WING) along with a commercial building to be known as GOLDEN OAK (C WING)", any recreation area, garden or other specifically earmarked areas as they may design make any amendments, modifications and/or changes therein so far as the plan/layout of the allottee/s / flat owner/office owner herein is unaffected by such change.
- M. The Promoters may be installing electric substation constructed by BEST or TATA Power or Reliance Energy/Adani or otherwise on a portion of the said entire project land.
- N. The approvals shall mean all licenses, permits, sanctions, consents obtained and/or to be obtained from and/or granted by the competent authorities in

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connection with the said building and/or the development of the said

O. The Promoters have appointed Architect and Structural Engineer for the preparation of the design and drawings of the said building and the said building shall be constructed under the professional supervision of the Architect and the Structural Engineer as required by the bye-laws of the Municipal Corporation of Greater Mumbai.

- P. The Promoters have registered the said Project under the provisions of Real Estate (Regulation & Development) Act, 2016 at Mumbai under No. P51800047194 for the said project "AIKYA ROOTS" comprising of 2 residential wings i.e. ASHOKA (A WING) and BANYAN (B WING)" along with a commercial building to be known as GOLDEN OAK (C WING)" a copy showing registration is annexed hereto as ANNEXURE "I".
- Q. The Promoters have accordingly commenced construction of the said building/s.
- R. The Allottee/s has applied to the Promoters to purchase a flat bearing number 1401 on the 14th Floor, (hereinafter referred to as "THE SAID FLAT") in the said project Aikya Roots in the said building to be known as "BANYAN" (B WING) being constructed on the said land by the Promoters more particularly the FOURTH SCHEDULE hereunder.

The present rayons design, elevation, plans etc. may be required to be intended from that to time by the Promoters and the Allottee/s has /have entered into the seent Agreement knowing fully well that the scheme of project is posed to be carried out by the Promoters on the said entire project is may take a very long time, therefore the Promoters may require to amend, from time to time, the plans, layout, design, elevation etc. and the Allottee/s has no objection to the Promoters making such amendments, however in the event the area and location of the said Flat is required to be altered and/or modified and/or changed, then the Promoters will obtain the consent from the Allottee/s.

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- T. The Allottee/s hereby gives his/her express consent to the Promoters to create a mortgage, charge, encumbrances or lien on the said entire Property or any part thereof and the building/s under construction or any of them in such manner that the said flat being sold to the Allottee's herein shall not form part of the Mortgage.
- U. The Allottee/s hereby declares and confirms that prior to the execution of this agreement, the Promoters has given full and free inspection of the title documents/deeds, approvals, statutory permission, plans, design, specifications and disclosures with respect to the future amendments as proposed by the Promoters of the sanctioned plans which are/shall be put forward for approval to the local authority for their approval and sanctions in respect to the said building/s and of such other relevant documents as are specified under the Real Estate (Regulation & Development) Act, 2016 and rules and regulation made thereunder and also verified the same with the website which has been put up by the Real Estate Authority under Real Estate (Regulation and Development Act, 2016.
- v. The Allottee/s expressly confirm/s that he/she/they has/have agreed to enter into this contract after verification and satisfaction of the afforested documents permissions, plans and sanctions as also the title of the Property to the said entire property and not based upon any information contained in the notice advertisement or prospectus, or on the basis of any model apartment/flat, plot or building/s as the case may be. The Allottee/s has/have obtained adequate advice and legal understanding of this agreement prior to its execution and is/are well aware of his/her their sights.
- **W.** The authenticated copies of the plans and specifications of the said flat agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed as **ANNEXURE "E"**.

and obligations under this agreement and the applicable law.

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

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Y. While anothing the said plans concerned local authority and/or down certain terms, conditions, stipulations and restrictions while o be observed and performed by the Promoters while observance and performance of which only the completion or occupancy certificate in respect of the said building/s is granted by the concerned local authority.

- **Z.** The Promoters have accordingly commenced construction of the said building/s in accordance with the said proposed plans.
- AA. The RERA carpet area of the said flat is 63.08 sq. mtrs i.e. 679 sq. ft. RERA Carpet area and "carpet area" means the net usable floor area of the said flat, which shall exclude the area covered by the external walls, areas under services shafts, and / or verandah area and / or exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment and common passages in F.S.I.
- **BB.** The Common Areas and Amenities that shall be available to the Allottee/s in the said building/s are more particularly set out in the **ANNEXURE "J ".**

ment is entered into by the Allottec/s on a specific understanding that the Allottec/s shall not insist upon the Lease/Conveyance as the case may be being the cuted in favour of the proposed Society / Condominium / Company / Conforate Body until the entire development of the said entire project land has been completed in all respects and Building Scriptarios completion Certificate in respect of all buildings is received.

- **DD.** The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- EE. Prior to the execution of these presents, the Allottee/s has/have paid to the Promoters a sum of Rs.15,16,543/- (Rupees Fifteen Lakhs Sixteen Thousand Five Hundred Forty Three Only), being part payment of the sale

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consideration of the said flat agreed to be sold by Allottee/s as advance payment or Application Fee (the payment whereof the Promoters doth hereby admit and acknowledge Allottee/s has/have agreed to pay to the Promoters thousance of the sale consideration in the manner hereinafter appearing.

FF. Under section 13 of the said Act the Promoters are required to execute, a written Agreement for sale of said Apartment with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agrees to sell and the Allottee/s hereby agrees to purchase the said flat.

Hereinaster, for the sake of brevity, the term Allottee/s shall be referred to as "the Allottee/s" and shall include Investor/s for the purposes of Article 5(g-a) (ii) of the Schedule I to the Maharashtra Stamp Act, 2015;

GG. The Promoter herein has availed construction finance facility/ loan from Aditya Birla Housing Finance Limited ("ABHFL"- "Lender") & Aditya Birla Finance Limited ("ABFL - "Lender") in respect of Aikya Roots ("Project") and the Project including all properties/flats/units/Commercial Units of the Project have been charged / mortgaged in favour of the Lenders and any sale consideration in respect of the flats / units in the project shall be by you directly in in favour of "RIPL AIKYA ROOTS MASTER ESCROW A/C", Bank: HDFC Bank, Branch: FORT, (i.e. th bearing Accounts No "57500001071662".

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREE BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1. It is agreed between the parties hereto that all the recitals of this Agreement shall form part and parcel of the operative part of this Agreement and shall be read accordingly.
- 2. The Promoters are constructing the said entire project to be known as Aikya Roots on the said land, consisting of two residential buildings to be known as

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"A WING)" and "BANYAN (B - WING)" each consisting of Ground Sult plus 3 levels of podium and 17 (Seventeen) or more upper floors And 1 al building to be known as "GOLDEN OAK(C WING)" consisting of Roground plus 6 floors on portion of the entire property being CTS Nos. 6A admeasuring 3185.55 sq.mtrs, and which portion is more particularly described in the THIRD SCHEDULE hereunder written and marked by BLUE COLOUR boundary line on the PLAN annexed hereto as ANNEXURE "H" and is referred to as the said residential and commercial buildings on the said land and are jointly referred to as "THE SAID PROPERTY"). in accordance with the plans, designs, specifications etc. approved by the concerned local authority and which have been seen and approved by the Allottee/s with only such variations and modifications as the Promoters may consider necessary or as may be required by the concerned authority or the concerned local authority or the Government to be made in them or any of them. The Allottee/s agrees that the name of the building/s shall not be changed even after formation of the ultimate body of Allottee/s and the same shall remain as mentioned in this clause accordingly.

3. The Promoters further propose and desire to construct additional proposed sale building/s and other buildings subject to sanction and approval being obtained from the concerned authority. The Allottee/s is aware that at present building plans in respect of the said building/s are sanctioned up to

romoters shall before be carrying out such addition or alteration or specification of the building or common area shall obtain a required under the Act of the Allottee/s who have agreed to

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portion of the said entire project land pursuant to increase in FSI, amalgamation of Property or otherwise. The Allottee/s hereby permits the Promoters for the same.

5. The Allottee/s hereby expressly permits to the Promoters for re-designing and building or buildings or the recreation area or internal road and passages and such other area or areas which the Promoters may desire to realign and redesign. If the building/Wing, in which the Allottee/s have agreed to acquire the said flat / office is completed earlier than other Buildings / Wing on the

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said Property, the Allottee/s confirms that the Propoters the wind be estitled to utilize any F.S.I. whether T.D.R. or any other benefits or otherwise, which may be available on the said entire project land or any part thereof or any adjoining property or said Property as the case may be Notwithstanding

anything else contained herein, till the construction of the building "BANYAN" (B- WING)" and other building/s to be constructed on the said entire project land are completed and the F.S.I. and/or T.D.R. and/or the any other benefits available in present or in future on the said entire property are fully utilized by the Promoters and all the obligations, required to be carried out by the Allottee/s herein and the other Allottee/s of flat from the said Promoters, are fulfilled, the Promoters shall not be bound and shall not be called upon or required to form any Co-operative Society, Limited Company or condominium of Apartment Owners, of the Said building/s, as the case may be. The Allottee/s agree not to raise any demand or dispute or objection in that behalf.

6. The Allottee/s herein has/have prior to the execution of this agreement independently inspected and perused the title certificate annexed to this agreement and also otherwise investigated and satisfied himself / herself /themselves/itself about the Promoter's rights to develop the said entire Property and have accepted the same as it stands and he/she/they/it shall not hereafter be entitled to further investigate the title of the property and have accepted the same as it stands and he/she/they/it shall not hereafter be entitled to further investigate the title of the property of the title.

no requisitions or objection shall be raised on any matter reby the Allottee/s herein after execution of this agreement.

7. The Allottee/s is aware that due to planning constraints, the Kometers have in order to effectively develop the said entire project land south concessions in under the Development Control Regulation, 2034 including Regulation 41 thereof from the Municipal Commissioner of Greater Mumbai while applying for grants/ sanctions / permissions. The Attlottee/s is/are aware that such concession has been granted by the Municipal Commissioner of Greater Mumbai. The Allottee/s hereby irrevocably undertakes not to challenge the concession obtained by the Promoters for development of the entire project land or the land adjoining thereto. The allottee/s is aware that promoter has availed concession for deficiency in open space and the allottee/s hereby agrees for the same and shall not object for the development in neighborhood with deficient open spaces.

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- 8. The Promoters have registered the said Project being under the Real Estate (Regulations & Development) Act 2016 ("RERA Act") under No. P51800047194 for the said project to be known as "AIKYA ROOTS" compassing of 2 residential wings i.e. ASHOKA (A WING)" BANYAN (B WING)" and a commercial wing i.e. GOLDEN OAK (C WING)" a copy showing registration is annexed hereto as ANNEXURE "I".
- 9. The Allottee/s hereby agrees to purchase from the Promoters and the Promoters hereby agrees to sell to the Allottee/s in the said project Aikya Roots, Flat/Unit No. 1401 admeasuring 63.08 sq. mtrs i.e. 679 sq. ft. RERA Carpet area (as per RERA act), on the 14th floor in the "B" wing of the building to be known as "BANYAN" (B WING) more particularly described in the FOURTH SCHEDULE hereunder written and delineated in RED color boundary line on the floor plan annexed hereto as ANNEXURE "E" (hereinafter referred to as "THE SAID FLAT") for the price of Rs. 1,43,08,518/- (Rupees One Crore Forty Three Lakhs Eight Thousand Five Hundred-Eighteen Only) ("TOTAL CONSIDERATION") including the proportionate price of the common areas and facilities appurtenant to the said flat and excluding the GST, Registration charges, stamp duty and any other government charges, extent and description of the common/limited and Registration charges, extent and description of the common/limited and Registration and facilities which are more particularly described in the said flat she belough.

bearing in P TBP45 situated in 2nd Podium level in the building BANYAN By in properties to the Allottee (hereinafter the said flat and car no PITBP45 admeasuring 5 mtr Length x 2 mtr width x 1.7 mtr vertical clearance and his jointly referred to as "THE SAID PREMISES").

11. The Allottee/s has/have paid to the Promoters on or before the execution of this agreement a sum of Rs.15,16,543/- (Rupees Fifteen Lakhs Sixteen Thousand Five Hundred Forty Three Only) as and by the way of earnest money and hereby agrees by pay to the Promoters the balance amount of Rs.1,27,91,975/- (Rupees One Crore Twenty-Seven Lakhs Ninety One Thousand Nine Hundred Seventy Five Only) from the said Total Consideration, in the following manner:

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- i. A sum of Rs.84,99,419/- (Rupees Eighty Four Lakhs Ninety Nine Thousand Four Hundred And Nineteen Only), to be paid within 15 days from the date hereof.
- ii. Amount of Rs.7,15,426/- (Rupees Seven Lakh Fite Othousand Four Hundred and Twenty Six Only), to be paid to the Promoters on completion of the walls, internal plaster, floorings of the said flat.
- iii. Amount of Rs.7,15,426/- (Rupees Seven Lakh Fifteen Thousand Four Hundred and Twenty Six Only), to be paid to the Promoters on completion of the doors and windows of the said flat.
- iv. Amount of Rs.7,15,426/- (Rupees Seven Lakh Fifteen Thousand Four Hundred and Twenty Six Only), to be paid to the Promoters on completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said flat.
- v. Amount of Rs.7,15,426/- (Rupees Seven Lakh Fifteen Thousand Four Hundred and Twenty Six Only), to be paid to the Promoters on completion of the external plumbing and external plaster, elevation waterproofing of the building or wing in which the said flat is dealed.
- vi. Amount of Rs.7,15,426/- (Rupees Seven Lakh Fifteen From Four Hundred and Twenty Six Only), to be paid to the Promoters of completion the lifts, water pumps, electrical fittings, electro, methanical environment requirements, lift lobby/s, plinth protection, paving or area appertain and all other requirements as may be prescribed in the Agreement of Sale of the building or wing in which the said flat is located.
- vii. The Balance Amount of Rs.7,15,426/- (Rupees Seven Lakh Fifteen Thousand Four Hundred and Twenty Six Only), to be paid against and at the time of handing over of the possession of the Flat to the Allottee/s on or after the receipt of Occupancy Certificate or Completion Certificate.
- viii. The Allottee/s shall without fail and without any delay or default or demur pay the aforesaid installments on its respective due dates, as time in respect of each of the said payments is OF THE ESSENCE OF THE CONTRACT. The Promoters will forward by courier/email/post/WhatsApp to the Allottee/s,

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intimation of the Promoters having carried out/commenced the aforesaid work of the small address / phone no. given by the Allottee/s under this address / phone no. given by the Allottee/s under this address / phone no. given by the Allottee/s under this the aforement and the Allottee/s /s agrees to receive such intimation through the aforement and the Allottee/s and will be bound to pay the amount of installments within 15 days of Promoters dispatching such intimation. If the same are not paid as aforesaid, the Allottee/s shall be liable to pay the same with interest at State Bank of India's highest Marginal Cost of Lending rate + 2% p.a.

ix. It is expressly agreed by the Allottee/s herein that the time for the payment of each of the aforesaid installments of the consideration and other amounts shall be the essence of the contract. All the above respective payments shall be made within seven days of him/her/them/it to make payment of the same. The Promoters will send such notice under certificate of posting /whats app/ email at the address /phone no mentioned hereinafter by the Allottee/s and The Allottee/s shall make all payments of the consideration amount due and payable to the Promoters through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of "RIPL AIKYA ROOTS MASTER COLLECTION ESCROW A/C", Bank: HDFC Bank, Branch: FORT, (i.e. the Escrow Bank) bearing Accounts No "57500001071662".

Allottee/s is/are aware that in addition to the aforesaid amounts as per statute, GST is liable on the total consideration payable hereunder and consumeration, the amount of each installment payable by the Allottee/s the Allottee, including any of the aforesaid total consideration as intentional in clause no 11 hereinabove, the Allottee/s will be required to pay the amount of the applicable Service Tax/GST to the Promoters in respect of this applicable Service Tax/GST along with each installment from the effective date with retrospective effect on which the relevant enactment/notification shall/has come into effect and further shall not dispute or object to payment of such statutory dues. Failure to pay to the Promoters the Service Tax/GST including any of the aforesaid total consideration as mentioned in clause no 11 hereinabove, applicable shall be deemed to be a default in payment of amount due to the Promoters. Provided further that if on account of change/amendment in the present statute or laws, statutes, rules.

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regulations and policies or enactment of new legislation of new laws by the Central and/or State Government GST or any other taxes become

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hereafter on the amounts payable by the Allottee/s to the Promoters in respect of this transaction and/or aforesaid taxes levied is increased account of revision by Authorities, the Allottee specific be sole

exclusively liable to bear and pay the same. If the same are not pair aforesaid, the Allottee/s shall be liable to pay the same with interest at State Bank of India's highest Marginal Cost of Lending rate + 2% p.a. thereon before taking possession of the said unit/premises. The Allottee/s shall forthwith on demand pay to the Promoters the amounts payable by the Allottee/s in order to enable the Promoters to pay the same to the concerned authorities and any other or further amounts payable by the Allottee/s and the Allottee/s shall pay the same without any protest and there shall be a charge on the said premises for such unpaid amounts (without prejudice to any other rights that may be available to the Promoters). The Allottee/s hereby indemnifies and agrees to keep the Promoters indemnified for all times against any loss or damage or penalty or prosecution that may be occasioned to the Promoters on account of the Allottee/s failing to pay to the Promoters on demand the amount payable by the Allottee/s towards the said taxes as provided hereinabove.

- escalation-free total consideration is 13. The escalations/increases, due to increase on account of develop payable to the competent authority and/or any other inches in which may be levied or imposed by the Competent Authorit Bodies/Government from time to time. The Promoter under the that while raising a demand on the Allottee/s for increase in charges, cost, or levies imposed by the competent authorities etc Promoters shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.
- 14. The Promoters have expressly informed to the Allottee/s that the carpet area and the exclusive area are subject to a variation cap of + / - 3 percent on account of structural and/or design and/or construction variances. In case of any dispute regarding the measurement of carpet area and exclusive area,

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the same shall be physically measured after removing all finishes and the continuous of finishes shall be borne by the party that raises dispute in relation to the carpet Area and Exclusive Area. The total consideration payable for the carpet area and Exclusive Area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area beyond 3% cap, then Promoters shall refund the excess money paid by the Allottee/s within forty-five days. in case of payment beyond 45 days the Promoters shall pay interest at the rate of State Bank of India's highest Marginal Cost of Lending rate + 2% per annum. If there is any increase in the carpet area allotted to the Allottee/s, the Promoters shall demand additional amount from the Allottee/s to be paid to the Promoters within 15 days from the date of confirmation of such increase in floor area of the said flat by both parties. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 9 of this Agreement.

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

ly agreed that the time for the payment of each of the aforesaid the consideration and other amounts shall be the Essence of ontræd. The said Consideration is derived on the basis that (a) the shall be entitled to utilize the entire unconsumed and residual lex (F.S.l.), if any, in respect of the said entire Property / the Cand, and the entire increased, additional, future and extra F.S.I. (whether by way of purchase of FSI from the layout and/or purchase of FSI from the authorities by payment of premium or price and/or the change of law and policy and/or the purchase of Transferable Development Rights and/or floating FSI) before the formation of the Society and even post formation of the Society for a period of 5 years after the execution of the Deed of Conveyance/Lease/Assignment of Lease, as the case may be and/or deemed Conveyance/Lease/Assignment of Lease as, the case may be and/or after the statutory vesting of the said Sale Building/s in favor of the Society/Limited Company/Condominium and (b) The promoters shall obtain prior written consent of the allottee/s in order to make any variations,

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alterations, amendments or deletions to or in the scheme of development of the Property/said entire project Land, relocate/realign_service and connections and lines, open spaces, parking spaces or any other areas, amenities and facilities as the Promoters may deem it in its sole discretion and/or to the Sanctioned Plans (fine to time) before the formation of the Society/ Limited Company/Condominium and even post formation of the Society Limited Company/Condominium and even after the execution of the Deed of Conveyance/Lease/Assignment of Lease, as the case may be / Deed of Lease and/or deemed Conveyance/Lease/Assignment of Lease, as the case may be and/or after the statutory vesting of the said Building/s in favor of the Society. All the above respective payments shall be made to the Promoters within seven days of the due date notwithstanding the Allottee/s not having received any intimation in writing to make payment of the same. The Allottee/s shall make all payments of the consideration amount due and payable to the Promoters through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favor of the Promoters.

- 17. In accordance with the provisions of the Income Tax Act, 1961 the Allotter/s is/are under obligation to deduct the TDS at the rate as applicable in the consideration amount and the Allottee/s shall deduct at the rate as applicable in law at the time of payment of each installment and it is the same to the Government Treasury and within seven days of such parametric obtain and furnish the required Challan/Certificate to the Promoters. In the event that the Allottee/s fails to deduct such amount and/or the amount to the Government Treasury then the Allottee/s shall be liable to suffer or incur all the consequences including to reimburse the damages or loss which may be suffered or incurred by the Promoters by reason of non-deposit of such amount in the Government Treasury and/or upon the failure to furnish the Challan/TDS Certificate evidencing such payment to the Promoters.
- 18. The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the said flat to the Allottee/s, obtain from the concerned local authority part and/or full

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occupation certificate and/or completion certificates in respect of the said flat. After obtaining full and/or part occupation certificate and/or completion friends from the local authority, the Allottee/s and other Allottee/s/legal occupant s of the said building/s shall be covenant to such terms anditions, supulations and restrictions that are and/or shall be laid down by the local authorny for the said residential building.

- 19. The Promoters have expressly made clear to the Allottee/s that the Promoters have obtained necessary approvals however, some of the other approvals including amendments of the current approval shall be proposed from time to time and that the Allottee/s has granted permission to the above and entered into this agreement. While carrying out such amendment, the Promoters will endeavour to ensure that such amendment shall not affect floor of the said flat and its area beyond the +/- variance of 3% in the carpet area and exclusive area.
- 20. The Promoters hereby declares that the Floor Space Index available as on date in respect of the entire project land is 3185.55 square meters only and Promoters have planned to utilize additional Floor Space Index of 7565.68 (Sq. Mtrs) by availing of TDR or FSI available on payment of premiums or fungible FSI available or any other FSI by whatever name called or incentive FSI by implementing various scheme as mentioned in the Development gulation or based on expectation of increased FSI which may be allable in ture on modification to Development Control Regulation (DCR), applicable to the said entire project land. The Promoters have ed the For Space Index of 10751.23 as proposed to be utilized by tire project land and allottee/s has agreed to purchase the ed on the proposed construction and sale of Flat to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI and all further and other benefits shall belong to Promoters only. The Promoters as stated above shall utilize road width FSI and any other FSI/TDR by whatever name called as is available under DCPR 2034 or any other law for time being in force.
 - 21. It is agreed by the Allottee/s that any delay or default in the payment of any amounts under this agreement by the Allottee/s is likely to result in a delay in handing over the possession of the unit to the Allottee/s herein as also

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other Allottee/s. Delay in handing over of possession the promoters to harsh consequences. The Allottee/s therefore agrees that notwithstanding what is stated in the event of such delay and/or refault in payment of money dues, the Allottee/s shall, apart from what is stated above, be fully responsible for the consequences thereof, whether monetary or otherwise including but not limited to defending any proceedings that may be initiated against the Promoters for delay in handing over possession and for non-payment of any dues payable under this Agreement.

- 22. Without prejudice to the Promoters' rights, under this agreement and/or in law, including for damages, the Promoters, as the case may be, shall be entitled to claim and the Allottee/s shall be liable to pay to the Promoters, as the case may be, interest at the rate of as per rules or at such rate as Promoters may decide on all such amounts /payments which may become due and payable by the Allottee/s under the terms of this agreement and remain unpaid for seven days or more after becoming due.
- 23. Without prejudice to the right of Promoters to charge interest, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoters under this Agreement (including his/her/their proportionate share of taxes levied because local authority and other outgoings) and on the Allottee/s committing three defaults of payment of installments and/or on the Allottee/s committing breach of any of the terms and conditions herein contained the Promoters shall at its own option, may terminate this Agreement.
- 24. Provided that Promoters shall give notice of fifteen days in writing and Allottee/s, by Registered Post A.D. at the address provided by the Allottee/s and/or mail at the e-mail address/ WhatsApp on the number provided by the Allottee/s, of his/her/their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee/s fail/s to rectify the breach or breaches mentioned by the Promoters within the period of notice then at the end of such notice period, Promoters shall be entitled to terminate this Agreement in which event the consequences hereinafter set out shall follow:

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a) The colotte /s shall cease to have any right or interest in the said Premises

or any part thereof;

said Premises at such price and on the terms and conditions to such other person or party as the Promoters may, in its absolute discretion deem fit, without any recourse to Allottee/s. The Promoters will thereupon execute an Agreement in favour of such other person or persons as the Promoters directs, if in the event the default is in respect of amounts payable to the Promoters. In the event the default is towards payment of any amount due to the Promoters, the Allottee/s shall pay to the Promoters, the balance of the consideration of the premises and thereupon the Promoters alone shall be entitled to the deal with and/or dispose of the said premises as they may deem fit.

- c) On the realization of the entire sale consideration on resale from the new prospective Allottee/s towards the said Premises, the Promoters shall refund to the Allottee/s the amount paid till then by the Allottee/s to the Promoters without any interest in pursuance of this Agreement after deducting there from:
 - The purchase price of the said Premises shall stand forfeited as the purchase price of the said Premises shall stand forfeited as the purchase is a genuine and pre-estimate of the loss or damage that is likely to be saidered by the Promoters on account of default on the part of the lotter is pay the amount payable by him/her/it/them to the part of the lotter in under towards liquidated damages. The Liquidated Damages are deat having regard to the cost of construction, the cost of funds raised by the Promoters, the ability or inability of the Promoters to resell the Said flat/premises, among others. The Allottee/s waives his/her/their right to raise any objection to the payment or determination of Liquidated Damages in the manner and under the circumstances set out herein.
 - ii. The taxes, GST, service charges and outgoings, brokerages etc. if any, due and payable by the Allottee/s in respect of the said Premises up to the date of termination of this Agreement;

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iii. The amount of interest payable by the Allottee/s of this Agreement from the dates of default in termination as aforesaid;

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- iv. The balance amount payable to the Allottee/s after deducting all of the above, shall be refunded only after their registration of the deed of cancellation of this agreement, the cost including stamp duty of registering the deed of cancellation shall be borne and paid by the Allottee/s alone.
- 25. The Promoters shall, in the event of any shortfall, be entitled to recover the said amounts from the Allottee/s. The Promoters shall not be liable to pay to the Allottee/s any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Allottee/s any Government Charges such as GST, Stamp Duty, Registration Fees etc. as the case may be. The amount shall be accepted by the Allottee/s in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said flat/office/unit/premises. The Allottee/s agrees that receipt of the said refund by cheque from the Promoters by to the Allottee/s by registered post acknowledgement due at the address given by the Allottee/s in these presents whether the Allottee/s accept/s or encash/s the che amount to the said refund.
- 26. Whenever in this Agreement it is stipulated that the Allotton has any payment in common with other Allottee/s in project, the said in proportion to the carpet area of the said flat to the total carpet the said flat in the project.
- 27. The Allottee/s is aware that the said building/s and the common areas and amenities in the said building/s shall be maintained and managed by the Facility Management Company (FMC) appointed by the Promoters. The Allottee/s along with the other Allottee/s and owners of the premises shall be entitled to avail of the services provided or arranged by or through the Promoters/ FMC at a cost or charges that may be fixed by the Promoters/FMC. All common costs, charges and expenses that may be claimed by the Promoters / FMC shall be to the account of and borne by the Allottee/s of the premises in the said building/s. These common costs shall be shared by all such Owners/Allottee/s on pro-rata basis determined by the

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Promoters and/or FMC, which determination shall be binding on the Allottee/s.

28. a) Commencing week after notice in writing is given by the Promoters to Whother the said flat is ready for use and occupation irrespective of whother the possession of the said flat is taken or not in accordance with this whother the possession of the said flat is taken or not in accordance with this greement and further the Allottee/s shall after payment of the entire total consideration to the Promoters and all applicable taxes and outgoings to Promoters under this Agreement on execution of this Agreement and prior to taking possession of the said Premises, deposit with the Promoters following sums of money in addition to any other amounts mentioned in this agreement:

Particulars	Amount
1) Legal Charges	10,000/-
2) Share application money	500/-
3) Society Formation	15,000/-
4) Water and electric meter	20,000/-
lopment Charges	1,79,720/-
6) Corpus aund	1,35,800/-
Day Connection	10,000/-
M membership	50,000/-
9) ADHOC Maintenance	97,776/-
Total	5,18,796/-

b) The Advocates and Solicitors of the Promoters shall prepare within ³ months of occupation certificate (OC), the Lease, Conveyance, Declaration and all other documents to be executed in pursuance of these presents as also the Bye-laws and/or the Memorandum and Article of Association in connection with the Condominium, Co-operative Society or the Limited

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Company as the case may be and all costs, charges and expenses including stamp duty, registration charges, the cost of preparing and expenses in connection with agreement and for the conveyance and other expenses in connection with the preparation and execution of the Conveyance and other documents and the formation or registration or incorporation of the Promoters shall utilize the sum of Rs. 10,000/- (Rupees Ten Thousand only) as mentioned in Clause 29. A) paid by the Allottee/s for meeting all legal costs, charges and expenses including professional costs of the attorneys at law/advocates of the Owners.

- 29. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Allottee/s as deposit, sums received on account of the share capital, and shall utilize the amounts only for the purpose for which they have been received.
- 30. The Allottee/s shall pay stamp duty and registration charges payable, if any, by the condominium or a society or limited company or a Body Corporate Society as the case may be, on the Conveyance/Lease/Assignment of Lease, or any document or instrument of transfer in respect of the said land and/or any part thereof and the said building/s as the case may be executed in favor of the condominium or a society or limited company or a Body Corporate Society as the case may be. The Promoters will not be bour depth and he pay any stamp duty or registration charges on and/or under this agreement or otherwise.
- 31. The Promoters has represented that the mechanical parking spaces form and parcel of the common areas which are common to all the Allottee/s etc. have been proportionately charged for this common areas with specific right to park vehicle / cars in the Podium Level to be constructed by the Promoters for parking in Puzzle Form and/or Stack Form or any manner as the Promoters may decide and which area has been sanctioned by the MCGM for parking vehicles. The Allottee/s is also aware that the Promoters shall allot to some other Allottee/s and members of the society as and by way of an additional amenity the exclusive right to park vehicles / cars in the parking tower for mechanical parking of vehicles, as shown in the plan hereto. These exclusive rights to park vehicles / car as afforested are both inheritable and transferable and will stand attached to the said flat, the same

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being an amenity attached to the said flat and the same shall not be transferred by the Allottee/s otherwise than with the transfer of the said Flats. The Allottee/s agrees and undertakes to support any further exclusion of the other Allottee/s which may be created by the Promoters herein in favor of the other Allottee/s which may be hereinafter made without any objection whatsoever and also agrees and undertakes not to object to and to specifically roote in favor of such exclusive rights in any resolutions that may be put up for passing in the General Body Meetings or Managing Committee Meeting of the said Society or otherwise in any other meeting. The Allottee/s is aware that specifically relying on the aforesaid assurances and undertakings, the Allottee/s is specifically granted exclusive rights to park as stated herein. This Agreement shall be treated as permission to the Promoters granting such exclusive rights to other Allottee/s and members of the said society.

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(i) The Allottee/s acknowledge/s and understand/s that in view of the paucity of available car parking spaces in the said building/s, a majority of the car parking spaces provided in the said building/s are in the form of Puzzle/Stack type automated/manual mechanical car parking system, which shall have a floor mounted roller bed type system, allowing criss cross movement of car parking pallets, in the car parking towers wherein there no identified spot/place which may be earmarked for parking of acticular acquirer of premises in the said building/s and which wall be designed to minimize the area and/or volume required for parking Thereinafter referred to as "the PIT Parking"). The Allottee/s is/are at such Mechanical Parking involves operation of an automated of rang and removing cars from the Mechanical Parking system could be time-consuming and the Allottee/s acknowledge/s that the Allottee/s has/have no objection to the same. The Allottee/s is/areaware that such Mechanical Parking also requires a valet system by appointment of qualified drivers, for ease of parking and removing of vehicles from the parking slots in the Mechanical Parking system.

(ii) For the effective management of car parking spaces in the said building/s and in order to avoid any later disputes, the Promoters are entitled to carry out a tentative earmarking of a certain number parking spots in the mechanical parking system of the said building/s for exclusive use thereof

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by certain acquirers of premises in the said Building depending on availability of parking spots in the Mechanical Parking System (1) agree/s that the Promoters shall be entitled to do such earmarking of such number of car parking spots at its discretion and the Allottee accept/s the decisions taken by the Promoters in relation to such earmarking of car parking spots. The Allottee/s further agrees/s and undertakes/s that on admission of the Allottee/s to the said society /Common Organization as member/s thereof, the Allottee/s shall cast his/her/their votes in the first general meeting or shareholders meeting, as the case may be, of the Common Organization in favour of approving such car parking earmarking as done by the Promoters, so that the respective person/s in whose favour the Promoters have earmarked a certain number of car parking spots, will be allotted such respective car parking spot/s by the said Body for exclusive use along with rights of transferability in respect thereof. As per such tentative plans prepared by the Promoters, the holder of the said premises would be entitled to park 1 (Four Wheeler) vehicle in the Pit Parking in 2nd Podium Level in BANYAN (B-WING) Bearing No PITBP45.

- (iii) It is clarified that in the event that the car parking spot/s are tentatively earmarked for the Allottee/s in the Mechanical Parking, then and in such an event, the Allottee/s may not be allotting ted any independent or car parking spaces/s. Within each mechanical parking system there shall be no identifiable space for parking of any particular vehicle/s. The Allottee's hereby confirm/s that the Allottee/s has/have no objection to wire same that the Allottee/s shall not park his/her/their car/s at any other parking the said Building. The Allottee/s hereby agree/s and undertake/s Allottee/s shall bear the costs and expenses of the maintenance of such Mechanical Parking system or also keep such valet parking facility at his/her/their costs for parking or removal of cars from the Mechanical Parking system. The Allottee/s shall not refuse to bear such costs and/or expenses on the ground of non-utilisation of such Mechanical Parking system or valet parking facility or on any other ground whatsoever and howsoever arising.
 - 33. Agreed further that the permission given herein shall be treated as an affirmative vote of the Allottee/s and the Allottee/s would be deemed to have

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assented to any resolution put up by the society or Managing Committee to body referred to hereinabove.

34 The allowers shall not be entitled to raise any objection or claim any objection of claim any objection of claim any objection of claim any objection of the premises agreed to be acquired by them and/or any objection or damage on the ground of inconveniences or any other accompensation or damage on the ground of inconveniences or any other accompensation or damage on the ground of inconveniences or any other accompensation or damage on the ground of inconveniences or any other accompensation or damage on the ground of inconveniences or any other accompensation or damage on the ground of inconveniences or any other accompensation or damage on the ground of inconveniences or any other accompensation or damage on the ground of inconveniences or any other accompensation or damage on the ground of inconveniences or any other accompensation.

- 35. The Promoters shall be entitled to enter into agreements with other Allottee/s on such terms and conditions of the agreements as the Promoters may deem fit without affecting or prejudicing the rights of the Allottee/s in the flats/premises etc. under this agreement.
- 36. It is hereby expressly agreed that the Promoters shall, notwithstanding anything contained in this agreement, be entitled to sell the flats/offices /unit/premises, garages, and allot user exclusive open spaces/parking space/stack parking, terrace or portion thereof etc. in the new proposed building/s and other structures on the said land for commercial/residential user or parking or for any other permissible user in that behalf in such manner and on such terms and conditions as the Promoters may deem fit without affecting or prejudicing the rights of the Allottee/s in the premises under the agreement. The Allottee/s shall not object to and hereby give

ression to the Promoters allotting, selling or otherwise dealing or spaces, and such allotment sale etc. shall be binding on the

Allottee/s on or before 30/06/2026 + Additional Grace Period of 6 months' subject to force majeure and what is otherwise stated herein. If the Promoters fails and neglect to give possession of the said flat on the aforesaid date of any such date as may be extended by mutual consent, then the Allottee/s shall have the option to terminate this agreement after giving 90 days' notice in writing about the Allottee/s intentions to terminate the agreement. The Promoters shall be granted opportunity to offer legal possession of the said flat within the notice period. In case of failure to offer legal possession, the Promoters shall be liable to refund to the Allottee/s within 3 months the amount received by the Promoters in respect of the said flat/premises along

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with simple interest at State Bank of India's MCLR Rate + 2% p.a. being the same interest rate as mentioned hereinabove above from the date the Promoters received the sum till the date the said amount and interest the eon is paid to the Allottee/s. It is agreed that upon-the Agreement by the Allottee/s, the claim of the Allottee/s shall be restricted to refund of monies paid with simple interest at State Bank of India's MCLR Rate + 2% p.a. thereon and that the Allottee/s shall not be entitled to claim any loss and/or damages and/or mental trauma or otherwise howsoever. The amount so refunded shall be in full and final satisfaction and final settlement of all the claims of the Allottee/s under this Agreement. The Allottee/s shall be entitled to such refund from the Promoters only after execution and registration of the deed of cancellation and waiving his/her /their right and interest derived from this agreement. The Allottee/s shall before be exercising its rights under this clause shall have to ensure that he/she/they are not under any breach/breaches of this agreement and have fulfilled their obligations in totality. The protection available to the Allottee/s in this clause is subject to the Allottee/s having paid all the amounts due and payable hereunder as per the payment schedule stated in this agreement.

- 38. The Promoters shall be entitled to reasonable extension of time for carrying out its obligations herein if completion of building is delayed on the carrying out its obligations.
- (i) war, civil commotion or act of God.
- (ii) any notice, order, rule, notification of the Government and or competent authority/court.

And that the Allottee/s hereby agree to ignore such delay possession due to any of the abovementioned reasons and/or for any reason beyond the control of the Promoters as per the provisions of the RERA Act or any relevant section of the Acts from the time being in force.

39. The Allottee/s shall take possession of the Said Flat within 15 (fifteen) days of the Promoters giving written notice to the Allottee/s intimating that the said flat is ready for use and occupation. If, during a period of 5 years from the date of handover of the possession, the Allottee/s brings to the notice of the Promoters any Structural Defect in the said flat or in the material used therein (excluding wear and tear and misuse), wherever possible, such defects (unless caused by or attributable to the Allottee/s shall be rectified

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by the Promoters at its own costs. In the case it is not possible to rectify defects, then the Allottee/s shall be entitled to receive reasonable compensation from the Promoters for rectifying such defects, based on the compensation from the Promoters for rectifying such defects, based on the promoter of the Promoters. If the Allottee/s carries out any alteration and outer walls any other structural change and/or alteration in the said flat of any part thereof in the said flat and/or the said building, the liability of the Promoters shall come to an end and the Allottee/s alone shall be responsible to rectify such defect and/or change at their own costs.

- 40. The Promoters has agreed to provide in the said Flat's the amenities as per list annexed hereto as **Annexure "J"**. The Promoters reserves rights to add/remove/change any items/brands of such amenities at their sole discretion. As the Promoters are not charging any additional amount for such amenities, the Allottee/s shall not be entitled to claim any amount as compensation/damages or under any other nomenclature for not providing all or any amenities as per the list annexed hereto.
- 41. The Allottee/s shall use the said Flat or any part thereof or permit the same to be used only for purpose of residence/office or any other user permitted to be used only for purpose to be used only for purpose of keeping parking vehicle.

maintenants charges and all other outgoings in respect of the said building/s charges and all other outgoings in respect of the said building/s expenses in respect of the said land shall be shared by the Allottee/s of units and other premises of the said building/s in proportion of their respective area.

43. The Allottee/s along with other Allottee/s of Flats/units/ office in the said building/s shall join in forming and registering the condominium or a society or limited company or a Body Corporate Society as the case may be to be known by such name as the Promoters may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the

Allottee initial

formation and registration of condominium or a society or limited company or a Body Corporate Society as the case may be an including the bye-laws of the proposed Society and duty and member, including the bye-laws of the proposed Society and duty and member, including the bye-laws of the promoters within seven days of the same being forwarded by the Promoters to the Allottee/s, so as to enable the common organization of Allottee/s. No Objection shall be taken by the Allottee/s if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. It is expressly agreed that a separate society shall be formed for the Allottee/s of the commercial building and the Allottee/s shall not object to the same or interfere with the functioning of such proposed condominium or a society or limited company or a Body Corporate Society.

- 44. The Promoters shall execute registered conveyance within 3 months from the date of issue of occupancy certificate in respect of all buildings on the entire project land in favor of the common Organization in respect of the structure of the commercial and residential building/s along with the land un subject to the right of the Promoters:
- i. to dispose of unsold units, if any and receive the entire consider the and and outstanding dues from the Allottee/s; and
- ii. to consume the entire balance FSI, balance TDR and any additional future increase in FSI and TDR, additional FSI due to change in law or policies any Authority on the said property; and
- to use all internal roads and all the facilities, amenities and services for such future and / or ongoing development or otherwise.
- 45. It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold units/flat and other flat including car parking spaces in the said building/s shall at all times, including after the formation and registration of the Common Organization and/or after the Conveyance/ of the said Property and the said building in favor of the Common Organization, be and remain the absolute property of the Promoters, and the Promoters after expiry of the 12th month from the date of issuance of Occupation certificate shall become members of the Common Organization in respect thereof, and the Promoters shall have full

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right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as it may in its and absolute discretion deem fit and proper, to any person or party of and heither the Allottee/s herein, nor the Common Organization shall object to a dispute the same. On the Promoters, as the case may be intimating to the Common Organization the name or names of the Allottee/s or acquirer/s of such unsold units, flat, etc., the Common Organization shall forthwith accept and admit such Allottee/s and acquirers as their member/s and shareholder/s, and shall forthwith issue share certificate/s and other necessary documents in their favor, without raising any dispute or objection to the same and without charging/recording from them any premium, fees, transfer charges, donations or any other amount of whatsoever nature in respect thereof. The Promoters shall pay the municipal property taxes, nonagricultural assessment charges/taxes/rate etc. in respect of unsold Flat/ Units directly to the concerned authority.

46. It is further expressly agreed and confirmed by the Allottee/s of the Residential buildings that the allottee/s owners of the commercial building to be known as "GOLDEN OAK (C WING)" shall have a separate common on and they shall have no right to use the common areas/ facilities the residential buildings apart from the parking allotted to the allottee/s/ewises of the commercial building. The allottee/s/owners of the commercial building. The allottee/s/owners of the shall not included any common cost related to the amenities and operatives of the residential buildings & vice a versa.

47. All costs charges and expenses in connection with the formation of the Common Organization, as well as the costs of preparing and engrossing the deed of lease or any appropriate document/deed in respect of the said property and the said building/s in favor of the Common Organization payment of charges for such purpose, stamp duty and registration charges thereof and all other agreements or any other documents required to be executed by the Promoters as well as the entire professional costs of the Attorneys of the Promoters for preparing and approving all such documents shall be borne and paid by the Common Organization or proportionately be all the Allottee/s in the said Building/s. The share of the Allottee/s in such

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costs, charges and expenses shall be paid by h when demanded.

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- 8. It is hereby expressly clarified, agreed and understood tween the parties hereto that:
- The Promoters hereby declare that they are entitled to use the available FSI and T.D.R., for construction of the building/s on the said Property;
- . If any portion of the said property is acquired or notified to be acquired by the Government, or by any other public body or authority, the Promoters shall be entitled to receive all the benefits in respect thereof and/or the compensatory F.S.I. or all other benefits which may be permitted in lieu thereof till the society or limited company or other body is formed and registered and the said property and building is transferred. The Promoters shall be entitled to use any additional F.S.I. or additional constructions that may be permitted by the local body or concerned authority on the said property for any reasons whatsoever including F.S.I. in respect of any adjoining or neighboring property. Such additional structures and storey's will be the sole property of the Promoters who will be entitled to, dispose of the same in any way the Promoters choose and the Affortee hereby given permission to the same. The Allottee/s shall nitribe ent raise any objection or claim any abatement in price of the promises agr be acquired by them and/or any compensation or damage on the inconveniences or any other ground whatsoever.
- . The residual F.S.I. if any, in the said property available but not sanctioned will be available to the Promoters till the final conveyance / transfer of the said property and building/s to the common organization of Allottee/s and the Promoters will be entitled to utilize the same by constructing on the said property even after the transfer of the said property and building/s to the ultimate body of Allottee/s.
- . In view of the Development Control Regulations (2034) and changes to Development Plan or otherwise, it is possible for the Promoters to acquire certificate/s of Development Right of other properties (commonly known as TDR) and to make additional construction on the said property by utilizing

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absolute property of the Promoters and the Promoters shall be entitled to absolute property of the Promoters and the Promoters shall be entitled to absolute property of the Promoters and the Promoters shall be entitled to absolute property of the Promoters and the Promoters may deem fit without a structure, or floors, shall be the absolute promoters and the Promoters and the Promoters shall be entitled to a structure, or floors, shall be the absolute property of the Promoters and the Promoters shall be entitled to a structure, or floors, shall be the absolute property of the Promoters and the Promoters shall be entitled to a structure, or floors, shall be the absolute property of the Promoters and the Pro

- v. The Allottee/s agree/s and undertake/s to permit and give the Promoters/Promoters all facilities for making such additions, alterations of to put up any additional structures or floors, on the said property which in addition may be horizontal and/or Vertical to the building to be constructed on the said property even after the said society or limited company is formed and registered and the said property and the said building or part thereof is transferred to the society till the work of additions and alterations above is completed in full and possession of such flats etc., are handed over to the respective Allottee/s of such premises etc. The Allottee/s agree/s and undertake/s not to object to such construction on the ground of nuisance, annoyance and/or otherwise for any other reasons.
- vi. The Promoters, shall have the full right, absolute authority and unfettered discretion to use, utilize and consume the aforesaid FSI and TDR respectively for constructing any new and additional structures and floors thereon, otherwise howsoever, as the Promoters may desire and deem fit and interpret and as may be legally permitted, whether now or at any time in future.

 It is extremly agreed that in case of vertical expansion of the said building/s of the promoters shall be entitled to shift the water tank/s. It is antenna/s, relay station for cellular and satellite compute thations etc., either over and above such additional floors and/or and or such other place/s as the Promoters may deem fit and proper.
- vii. The Promoters shall be entitled to take benefit of any approval of development rights/FSI/TDR/benefits by whatever name called which may become available with respect of the said property to any other property or properties either adjoining the said property or otherwise as may be permissible in law and the Allottee/s shall neither claim any right thereto nor object or dispute the same in any manner whatsoever.
- viii. The Allottee/s hereby expressly permits to the Promoters re-aligning, redesigning the said building/s or the recreation area or internal road and

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passages and such other area or areas which the re-align and re-design. The said building/s, is scheduled time of completion mentioned herein confirm/s that the Promoters will be entitled to use the said entire project land or any

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be available on the said entire project land or any part-thereof-till the P.S.I. available on the said entire project land is duly utilized by the Promoters and the amount or amounts receivable by the Promoters and all obligations required to be carried out by the Allottee/s herein and Allottee/s of other premises are fulfilled by them, the Promoters shall not be bound and shall not be called upon or required to form any Co-operative Society, Limited Company or Condominium or Apartments as the case may be and the Allottee/s agree/s and permits not to raise any demand or dispute or objection in that behalf.

ix. It is agreed and understood that at any time before the execution of the Conveyance/Assignment of the said proposed new building/s known as "AIKYA ROOTS" the Promoters shall be entitled to amalgamate the said land with any other adjacent property which it may have already purchased /acquired, or which it may hereafter purchase/acquire, and to apply for and obtain the necessary sanctions, permissions, orders, NOCs, approperty therewith. The Allottee/s shall not raise any objection to make purchased.

amalgamation of the said Property land by the Promoters;

- x. The lift machine room and water tank shall be located on the common terms above the topmost floor of the said building/s. The said common terms agreed to be left open to the sky for further and additional constructions thereon by the Promoters in future at any stage and/or time in terms of this clause. The Allottee/s will not have any right to use or have any claim right title or interest of whatsoever nature in the said common terrace, save and except for the purpose of inspection and maintenance of lift, lift room and water tanks;
- xi. All such new and additional tenements, units, premises buildings and structures shall absolutely and exclusively belong to the Promoters, and neither the Allottee/s herein, nor the Common Organization shall have or claim any rights, title, benefits or interests whatsoever in respect thereof, and

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the Promoters shall be entitled to deal with, sell, let or otherwise dispose of and transfer the same in any manner, to any person/party of its choice, for such consideration, and on such terms and conditions as it may in its sole and apsolute discretion deem fit and proper, and neither the Allottee/s nor the Common Organization shall raise any dispute or objection thereto and Allottee/s hereby grants his/her/their permission to the same;

The Allottee/s shall not at any time hereafter raise any objection or dispute on any ground whatsoever to the provisions of this agreement or to the Promoters exercising their rights as mentioned herein, nor shall they claim any abatement or reduction in the Allottee/s price due to the same nor shall they claim any compensation or damages from the Promoters/s due to the same on any ground whatsoever including on the ground of any inconvenience or nuisance which may be caused by the Promoters putting up and effecting such new and additional construction as mentioned hereinabove.

xiii. Till the said property is transferred to the ultimate body of Allottee/s all open spaces of the said premises shall belong to the Promoters to use the same in any lawful manner. The Promoters has put up by way of LED/Neon sign of their company/building name 'Aikya Realty/Aikya Roots' on the top ate/lobbies and various other places or podium. The same shall remain even after the formation of the condominium/society and shall be maintained by the Condominium/Society at their costs and expenses. llottee/s hereby accepts the same and gives his/her/their permission drther, no other neon sign, hoarding or cellular phone tower of any nature whatsoever except as the neon sign mentioned shall be put up on the terrace.

xiv. The Promoters shall be entitled to grant any Right of Way or license of any right through, over or under the said property to any person or party including occupant, Allottee/s or person entitled to any area or areas in any building(s) which may be construct by the Promoters on the said property or any other adjoining property or properties as the Promoters may desire or deem fit.

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nominated by the Promoters for providing certain Maintenance Services in the said building/s shall maintain the said building/s until such time as the condominium or a society or limited company or a barry transfer or the property. Provided that thereafter the Allottee/s along with the other members of the condominium or a society or limited company or a Body Corporate Society as the case may be of flat, the Allottee/s shall be entitled to enter into Maintenance and Service Agreement, with the Promoters and/or the said Agency appointed by the Promoters at their own cost and risk.

xvi. It is in the interest of the AMottee/s to help the Maintenance Agency in effectively keeping the said Flat and the said building/s secured in all ways. The Allottee/s hereby agrees and accepts that for security reasons, the Maintenance Agency shall be at liberty to enforce a framework of guidelines to be followed and observed by the occupants/ visitors to the same building. However, it has been made clear to the Allottee/s that the entire internal security of the said flat shall be sole responsibility of the owner/Allottee/s/occupant and the Promoters or the Mainten shall not be responsible for any theft, loss or damage of the by the owner/Allottee/s/occupant due to any security lapse within the in the cetter of the said Flat hereby agreed to be purchased by the Allottee/s/

xvii. The provisions of this clause shall always be of the essence of the and shall be covenant running with the said land.

49. It is further agreed by the Allottee/s that they shall not at any time or at the time of carrying out the interior works or otherwise make any changes in the facade elements or elements supporting facade, that the window above the ledge should be retained to avoid leakage inside of the said Flat/office /unit/ Premises and that the gap between the ledge and structural glazing should not be closed and that there should not be any change in this regard, there should not be any tampering for the existing services like plumbing, electrical, etc. in the service duct areas, there should not be any tampering with any R.C.C. members like columns, beams, slabs, etc., there should not be any tampering with the smoke seal, no work is allowed in the Electrical or Plumbing duct without prior approval/ permissions of the Promoters and/or

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the Common Organization or of any appropriate authority, required, if any, in case of Waterproofing of the entire floor of the said Flat/ Premises to be carried out by Allettee/s, the same shall be done prior to starting of any civil limining work. It is further agreed by the Allottee/s that he/she/they shall a set of as-built drawings for all the services in the respective areas aid Plat/Premises and that Plans and details for interior work should To the submitted to the Promoters and/or the Common Organization for approval and that the work must be carried out in accordance with the approval/permission of the Promoters and/or the Common Organization. It is further agreed that the Allottee/s shall keep Refundable deposit of Rs. 2,00,000/- (Rupees Two Lakh Only) with the Promoters and/or the Common Organization as a deposit which shall be used by the Promoters and/or the Common Organization to rectify damage caused, if any, to the said structure or common property or others' property during interior works and that the decision of the Promoters and/or the Common Organization in this respect shall be final and binding on the Allottee/s.

50. The Allottee/s hereby agree/s that in the event if any amount by way of premium or security deposit as fire chess is paid to the MHADA/MMRDA/MCGM or to the State Government or any other tax or of a similar nature becoming payable by the Promoters, the same shall be rembursed by the Allottee/s to the Promoters in proportion of the said flat agree to be acquired by the Allottee/s and in determining such amount, the decision of the Promoters shall be conclusive and binding upon

or is charged, levied or sought to be recovered by the MHADA/MCGM/MHADA, Government and/or any other Public Authority in respect of the said Property and/or the said building/s standing thereon, the same relating to the period after the Allottee/s is put in possession of the said flat shall be borne and paid by the Allottee/s in proportion to the net usable area occupied by it.

52. The Promoters hereby represents and warrants to the Allottee/s as follows: -

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- i. The Promoters have clear and marketable title with respect to the said land; and has the requisite rights to carry out development upon the said land and also has actual, physical and legal possession of the said land for the implementation of the project;
- ii. The Promoters have lawful rights and requisite approvals from the competent Authorities to carry out development of the project and shall obtain requisite approvals from time to time to complete the development of the project;
- There are no encumbrances upon the said land or the project except those disclosed in this title report/agreement;
- iv. All approvals, licenses and permits issued by the competent authorities with respect to the said project, the said land and said building/s are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the said project, said land and said building/s obtained by following due process of law and the Promoters have and shall, at all times, remain to be in compliance with all apply and laws in
- v. The Promoters have the right to enter into this agreement and has committed or omitted to perform any act or thing, whereby the right, interest of the Allottee/s created herein, may prejudicially be affected;

relation to the Project, said property, Building and common area

- vi. The Promoters have not entered into any agreement for sale and/or Development Agreement or any other agreement/arrangement with any person or party with respect to the said land, including the project and the said Premises which will, in any manner, affect the rights of Allottee/s under this Agreement;
- vii. The Promoters confirms that the Promoters are not restricted in any manner whatsoever from selling the said Premises to the Allottee/s in the manner contemplated in this Agreement;
- viii. At the time of execution of the conveyance deed of the structure to the association of Allottee/s the Promoters shall hand over lawful, vacant,

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peaceful, physical possession of the common areas of the structure to the Association of the Allottee/s;

Inches Premoters have duly paid and shall continue to pay and discharge lindispated governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said land to the competent Authorities;

- x. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said land) has been received or served upon the Promoters in respect of the said land.
- 53. The Allottee/s for himself/herself/themselves with intention to bring all persons into whosoever hand the said Flat may come, do hereby covenant with the Promoters as follows:
- i. To maintain at the Allottee/s own cost in good tenantable repair and condition from the date of possession of the said Premises is taken and shall not do, or suffer to be done, anything in or to the said building/s, staircases saages which may be against the rules, regulations or bye-laws or content and condition in the said building/s, staircases are said to any other authority or change/alter or make addition in

rate the said plat itself or any part thereof;

Not to store the said Flat any goods which are of hazardous, combustible artificials nature or are so heavy as to damage the construction or the said building/s or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or be likely to damage the staircases, common passages or any other structure of the said building/s including entrances of the said building/s and in case any damage is caused to the said building/s and/or the said Flat on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable to carry out the repair at the Allottee/s cost;

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or the said flat which is in contravention of this Agreement. And in the event of the Allottee's committing any act in contravention of this Agreement the Allottee's shall be responsible and liable for the consequence thereof including the liability to carry out the repair at the Allottee's cost;

- iv. To carry at his own cost all installations and internal repairs to the said Flat and shall not do or suffer to be done anything in the said Flat or to the said building/s or the said Flat which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequence thereof to the concerned local authority and/or public authority and shall be responsible and liable for the consequence thereof including the liability to carry out the repair at the Allottee/s cost;
- v. Not to make any alteration in the elevation and outside colour scheme of the said building/s and shall keep the portion, sewers, drains pipes in the said Flat and appurtenances thereto in good tenantable repair and control and shall not chisel or, in any other manner, damage the column scale and slabs or RCC Pardis or other structural members in the said for without the prior written permission of the Promoters and/or the said for more organization and in the event so such damage the Allottee is shall information the Promoters and/or the Common Organization for the same.
- vi. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the said building/s or any part thereof or whereby any increase in premium shall become payable in respect of insurance;
- vii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said project land and the said building/s;
- viii. No equipment such as dish antennae/solar heaters/solar panels, D.G. Set, air conditioning plants etc. shall be installed on the terrace and/or under the stilts and/or basements of the said building/s and/or in the compound of

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the said building/s by any of the flats/units/flat holders and/or the said organization at any time whatsoever without the permission of the Promoters.

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equipment such as dish antennae/solar heaters/solar panels, D.G. set, air conditioning plants etc. on the terrace and/or under the stilts and/or

basements of the said building and/or in the compound of the said building/s as the Promoters may determine absolutely at its discretion.

ix. The refuge area adjoining to lobby / staircase / flat (hereinafter referred to as "the Refuge Area"), shall not be altered and/or enclosed and/or covered and/or changed on any grounds whatsoever, by the Flat Allottee/s / Common Organization. The Promoters shall allow the flat owner/s adjoining the Refuge floor to maintain and keep the Refuge floor clean and habitable. The Refuge area in the said building/s shall be kept in a clean and habitable condition and shall be the part of the common amenities and shall be used by all the Allottee/s in the building in case of an emergency. The entry thereof at all times shall be without any restriction and shall always be kept open and free of encroachment at all times including the common passage, stair case leading to such Refuge area.

Promoters an educe any obstruction of any nature whatsoever and the Allogree's shall forthwith remove such grills, signage, window air-sonditioner of any nature whatsoever and the Allogree's shall forthwith remove such grills, signage, window air-sonditioner to area, obstructions upon being called upon by the Promoters and the body of Allottee's and shall be liable to pay a fine of Rs. 3,00,000/- (Rupees Three Lacs Only) to the Promoters/ ultimate body of Allottee's that may be formed.

- xi. The Allottee/s hereby agrees to not transfer the said flat/unit/office within a period of 12 months from the date hereof.
- xii. Pay to the Promoters within 7 (seven) days of demand by the Promoters, his/her/their share of security deposit, charges or expenses etc. demanded

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by concerned local authority or Government or giving other service connected to the said building/s;

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- xiii. To bear and pay increase in local taxes, water charges, mediance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Unit / Flat by the Allottee/s viz. user for any purposes other than purpose for which the same is allotted;
- xiv. The Allottee/s shall not sell, mortgage, transfer, assign, let, underlet or sublet the Said premises or the Allottee/s interest or benefit of this Agreement or part with the possession of the said premises or any part thereof until all the dues payable by the Allottee/s to the Promoters under this Agreement are fully paid-up and only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has intimated and has taken prior written permission of the Promoters;
 - xv. The Allottee/s shall observe and perform all the rules and regulations which the said Common Organization may adopt at its/their included additions, alterations, or amendments thereof that may be trace from time to time for protection and maintenance of the said free specific plot and, the said Building and the said Flat therein and for the observation and performance of the Building Rules, Regulations and Bye kwa for the time being of the concerned local authority and of the Government public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the said Common Organization regarding the occupation and use of the said Flat in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;
 - xvi. Till the conveyance/Lease of the said land and the said Building is executed in favour of the Common Organization, the Promoters and its servants and agents, with or without workmen and others, shall at all reasonable times, be entitled to enter into and upon the said and the said building/s or any part thereof other than the said premises sold to the Allottee/s under this agreement.

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In the event any development charges or betterment charge, service charge any other levy becomes payable by the Promoters, the Allottee/s.

Allottee/s needy agrees to reimburse the same to the Promoters in proportion to the area of Flat / Units / Premises / Parking space etc., agreed him/her/them and in determining such amount, the decision of the Promoters shall be conclusive and binding upon the Allottee/s.

xviii. The Allottee/s shall insure and keep insured the said Flat / Units / Premises against loss or damage by fire of any other calamities for the full value thereof

xix. The Allottee/s agrees that his/her/its interest in the said land and the said building/s is impartable and shall not be entitled at any time to demand partition of his interest in the said land and/or in the said building/s.

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

To indefinite and keep indemnified the Promoters against any losses that may be caused to him on account of fire, lift mishap, illegal activities, interior work, damage the said building/s on account of negligence/non – Maintenance or the nature until the Occupation Certificate with respect to the said triplet was and said commercial project property is obtained.

xxii. Until the said property together with the said building/s is/are conveyed as aforesaid, the Promoters will control the management of the said building/s, realisation of outgoings and the disbursements of the payments to be made. The Allottee/s along with other flats / premises / parking space Allottee/s and/or the co-operative society and/or limited company and/or incorporated body will not have any objection to the aforesaid right of the Promoters.

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Allottee initial

- xxiii. The Allottee/s agrees to separate the dry and wet garbage generated from the said flat and also agrees to treat the wet garbage separately on the same plot along with the other residents of the building.
 - 54. Notwithstanding any other provisions of this Agreement the Promoters sha be entitled to, at the Promoters sole and absolute discretion:
 - to decide from time to time when and what sort of document of transfer should be executed in whose favor.
 - to have a society and/or limited company and/or condominium and/or any other body or bodies of Allottee/s formed and constituted as contemplated herein.
 - iii. have an exclusive, unfettered and unimpeachable right to sell, enter into any agreement with any persons as may be decided by them from time to time for various flats/shops/unit's/parking spaces.
 - iv. have a right to terminate this agreement for sale in the event of happening any one or many of the acts, deeds, things done or caused to be the Allottee/s, if the Allottee/s is/are not co-operative or unward or definition observe the policy formulated by the Promoters for the satt of post and/or terms and conditions imposed by them from time to the good to the management of the project or anything done or caused to be done for any unlawful activities, gains or having any relation or connection with organizations which has been banned by the Government of Indian the State Government of Maharashtra as the case may be and/or propagating any message or information or things which may adversely affect the interest of the Promoters and/or persons associated with the Promoters still the final Conveyance/Lease/Assignment of Lease, as the case may be, lease given by the Promoters to the society and/or limited company as may be formed or incorporated as contemplated herein.
 - v. to cause to be and/or sub-leased, leased, conveyed and/or transferred the said building/s together with the land underneath the building/s and appurtenant land i.e. compulsory open space required under law in favor of

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such society and/or limited company and/or other associations as the case

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vi. to decide and determine how and in what manner the infrastructure including the common utility areas and other recreational facilities to be used by the various flat Allottee/s may be transferred and/or conveyed / assigned / leased to the common organization.

may be.

vii. to provide for and incorporate covenants, restrictions and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads if any.

55. After the Promoters executes this Agreement, the Promoters shall not mortgage or create a charge on the said premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such premises. The Promoters shall however be entitled to deal with including sell,

other unsold/unblotted flats/ units/parking spaces, in the said

6. For any arround remaining unpaid by the Allottee/s under this Agreement, the Fromotes as the case may be shall have first lien and charge on the said integrity be allotted to the Allottee/s.

- 57. This Agreement sets forth the entire agreement and understanding between the Promoters and the Allottee/s pertaining to the said Premises and supersedes, cancels and merges:
- i. All agreements, negotiations, commitments writings between the Allottee/s and the Promoters prior to the date of execution of this Agreement.
- ii. All the representation, warranties commitments etc. made by the Promoters to the Allottee/s in any documents, brochures, hoarding etc. and /or through any other medium.

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- 58. The Allottee/s agrees that his/her/their/its interest in the said property and the said building/s is importable and he/she/they/it shall not be entitled at any time to demand partition of his/her/their interest in the said property and/or in the said building/s.
- 59. It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligation in the project shall equally be applicable to and enforceable against any subsequent Allottee/s of the Premises in case of a transfer, as the said obligations go along with the Premises for all intents and purposes.
- 60. The Allottee/s hereby agrees, undertakes and covenants with the Promoters / Promoters/s that neither he/she/they, nor the said Common Organization shall, at any time hereafter, limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by or granted to the Promoters / Promoters/s under this Agreement, or any other deed, document or writing that may be entered into and executed between the parties hereto, or those of the Promoters / Promoters as mentioned herein, and the Allottee/s and the said Common Organization and liable to render to the Promoters, all necessary assistance and operation, to enable it to exercise and avail of the same.
- 61. It is expressly agreed that right of the Allottee/s under this Agreement is orly restricted to the said Premises agreed to be sold by the Promoters to be acquired by the Allottee/s. The exclusive right to remaining unsold flats/shops/unit's/parking spaces and portion or portions of the said building/s and the said Property shall be the sole property of the Promoters. The Promoters shall be entitled to develop the same in whatsoever manner they may deem fit and proper, without any reference, resource or concurrence from the Allottee/s in any manner whatsoever. The Allottee/s do/doth hereby confirms and permits to the right of the Promoters, to develop the said Property including the said building/s known as "BANYAN" (B WING), on the said land more particularly described in the THIRD SCHEDULE hereunder written, in whatsoever manner the Promoters may deem fit and proper without any further reference or other permission or concurrence in future upon transfer of the said land/building 'Aikya Roots'

Allottee initial

to the said ultimate organization, the Allottee/s will become Owner as contemplated under the RERA and/or Companies Act and/or condominium.

62. The Advocates and Solicitors of the Promoters shall prepare the Deed of Conveyance/Assignment/Lease and all other documents to be executed in pursuance of these presents as also the Bye-laws and/or the Memorandum pursuance of these presents as also the Bye-laws and/or the Memorandum and Article of Association in connection with the Co-operative Society or the Limited Company or the Condominium as the case may be and all costs, charges and expenses including stamp duty, registration charges and other expenses in connection with the preparation and execution of the Conveyance and other documents and the formation or registration or incorporation of the Said Organization shall be borne and paid by all the Allottee/s of the Said Flat in the said Property in proportion to the respective area of the respective Premises.

- 63. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Property and the said building/s or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Premises. It is further agreed that all rights of in all other open spaces, parking spaces, lobbies, lifts, staircases, common cases, etc. will remain the property of the Promoters, until the Property and the said Building is transferred to the said Common Organization as hereinabove mentioned, which in any case shall be subject to the rights of the Promoters as agreed to and specified herein and of the
 - 64. The Allottee/s hereby agrees, undertakes and covenants with the Promoters that neither he/she/they, nor the said Common Organization shall, at any time hereafter, limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by or granted to the Promoters under this Agreement, or any other deed, document or writing that may be entered into and executed between the parties hereto, or those of the Promoters as mentioned herein, and the Allottee/s and the said Common Organization shall be bound and liable to render to the Promoters, all necessary assistance and co-operation, to enable it to exercise and avail of the same.

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- of this Agreement or any forbearance or giving of time to each other shall not be construed as a waiver on their part of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall not no shall not any manner prejudice the rights of parties.
- 66. The Allottee/s shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.
- 67. The Promoters shall not be responsible and/or liable for the consequences arising out of the change in law or changes in Municipal and other laws, rules, regulations etc.
- 68. This Agreement shall be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016, or any other modific enactments thereof that may be in force in the State of Manual Francisco time to time or the Maharashtra Apartment Ownership Act (Man Act Sp. XX of 1971) whichever may be adopted by the Promoters and the rules made there under.
- 69. The Allottee/s is/are aware of the provisions of law wherein G.S.T. has been levied on construction services. The Allottee/s shall be bound and liable to pay such taxes if any. The Allottee/s hereby agrees and undertakes to pay the same if and when becomes payable.
- 70. The Courts in Mumbai shall alone have exclusive jurisdiction to try any disputes arising between the parties under this agreement for sale.
- 71. The Allottee/s hereby declares that they have gone through the Agreement and all the documents related to the said Premises purchased by him/her/them and has expressly understood the contents, terms and conditions of the same and the Allottee/s after being fully satisfied with the contents has entered into this agreement.

Allottee initial

72. The Stamp Duty and Registration charges payable on this Agreement and all the documents to be executed in pursuance to this agreement shall be borne and paid by the Allottee/s alone.

73. This Agreement, along with its schedules and annexures, constitutes the 939 44930 entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Premises, as the case may be.

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

75. The Allottee/s has taken inspection of all relevant documents and has himself fully in respect of the Promoters' title to the develop the Property vior to the execution of this Agreement and the Allottee/s doth litereby age its the same and agree not to raise any requisition or objection/s its lispute relating thereto at any stage; and agrees, declares and confirms that the Allottee/s has/have entered into this Agreement out of his/her/their own recivil and without any coercion, and after reviewing the draft of this Agreement has understood the contents, terms and conditions of the same and the Allottee/s after being fully satisfied with the contents has entered into this agreement. The Allottee/s has also obtained suitable advice prior to entering into this Agreement and the Agreement is being entered into with full knowledge of the obligations and rights under this Agreement and the Applicable Law governing the same.

76. The Promoters shall handover a set of approved plans along with the BCC/OC to the condominium or a society or limited company or a Body Corporate Society and they shall maintain and preserve documents and plans received from the Promoters. Further, the condominium or a society or

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limited company or a Body Corporate Society shall carry out necessary structural audit reports and fire safety audit/s at regular intervals as required by law through the authorized agency agencies at upulated by MCGM. EPER 330

२०२५ 77. Both Parties agree that they shall execute, acknowledge 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.

78. That all notices to be served on the Promoters and the Allottee/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoters by Registered Posts mobile SMS, WhatsApp/ Email ID/Under Certificate respective addresses specified below:

Promoters' Name: Racek Industries Pvt Ltd

Promoters' Address: 213, 2nd Floor, Turf Estate Next to Fam

Shakti Mill Lane, Mahalaxmi, Mumbai - 400011

Promoters' Notified Email ID: info@aikyarealty.com

Promoters Mobile NO: 9137835505

Allottee/s Name: MRS. EISHA DEEPAK SIRWANI

MR. DEEPAK ASHOK SIRWANI

Allottee/s Address: Flat No. 704, A1-Wing, Kings Court, The Residences,

Barave Road, Near Jhulelal Chowk, Godrej Hill,

Khadakpada, Kalyan West, Kalyan, Thane

Maharashtra - 421301.

Allottee/s Notified Email ID: eishapanjabi@gmail.com /

dsirwani@gmail.com

Allottee/s Mobile No: 8390969383 / 9607512395

It shall be the duty of the Allottee/s and the Promoters to inform each other of any change in address subsequent to the execution of this Agreement in the below mentioned address by Registered Post failing which all dominiumications and letters posted at the below mentioned address shall be deemed to have been received by the Promoters or the Allot tee/s, as the case

- 79. That in case there are Joint allot tee all communications shall be sent by the Promoters to the allot tee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the allottee/s.
- 80. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Mumbai courts will have the jurisdiction for this Agreement.
- 81. The Permanent Account Numbers of the parties hereto are as under:

Sr.	Particulars	Name	PAN No
No.	****		
1	PROMOTERS	RACEK INDUSTRIES PVT LTD	AAACR2187G
2	ALLOTTEE/S	MRS. EISHA DEEPAK SIRWANI	AZRPP2467L
18	ALLOTTELYS	MR. DEEPAK ASHOK SIRWANI	CHIPS4947K

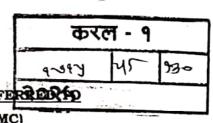
FIRST SCHEDULE ABOVE REFERRED TO:

("the said larger property")

All that piece and parcel of land admeasuring 3539.5 sq. mtrs or thereabouts (as per the Property Register cards) bearing CTS Nos. 6, 6/1, 6/2, 6/3, 6/4, 6/5 and 6/6 of village Vikhroli, Taluka Kurla in the registration District and Sub-District of Mumbai City and Mumbai Suburban together with the structures standing thereon and lying, being and situate at 12A Lal Bahadur Shastri Marg Vikhroli (West) Mumbai 400079.

Allottee initial

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THE SECOND SCHEDULE ABOVE REFER

(the portion transferred to BMC)

Portion admeasuring 353.95 out of the said larger property more particularly described in the First Schedule above and which portion is shown in Green colour boundary line in the Plan annexed hereto as Annexure "G".

THE THIRD SCHEDULE ABOVE REFERRED TO

Portion admeasuring 3185.55 out of the said larger property more particularly described in the First Schedule above and which portion is shown in Blue colour boundary line in the Plan annexed hereto as Annexure "H".

THE FOURTH SCHEDULE ABOVE REFERRED TO: ("the said flat")

Flat No.1401 on 14th floor admeasuring 63.08 sq. mtrs i.e. 679 sq. ft. RERA Carpet area, as per RERA Act in the Building known as "BANYAN" (B - WING) as per plan annexed hereto as Annexure – "E" along with exclusive rights to the use 01 car parking space as per plan annexed hereto on property bearing Cadastral Survey No. 6A of village Vikhroli, Taluka Kurla in the registration District and Sub- District of Mumbai City and Mumbai Suburban, admeasuring 3185.55 sq. mtrs or thereabouts (as per the Property Register cards) along with structure/s thereon and lying, being and situate at 12A Lal Bahadur Shastri Marg Vikhroli (West) Mumbai 400079.

Allottee initial

करल - १

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

SIGNED AND DELIVERED BY THE

Within named the PROMOTERS

MS. RACEK INDUSTRIES PUT IT

DIRECTOR

RACEK INDUSTRIES PRIVATE LIMITED

(Through its authorized signatory)

Mr. Pratik Jain





in the presence of:

1. Abhush P

2. Mud

SIGNED AND DELIVERED BY THE

Within-named the allottee/s

Spished.

MRS. EISHA DEEPAK SIRWANI





MR. DEEPAK ASHOK SIRWANI

in the presence of:





1. Alluft A

2. Any



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Allottee initial

RECEIPT

Received from MRS. EISHA DEEPAK SIRWANI & MR. DEEPAK ASHOK SIRWANI a sum of Rs.15,16,543/- (Rupees Fifteen Lakhs Sixteen Thousand Five Hundred Forty-Three Only.) being the amount mentioned below paid to us in respect of Flat No 1401, 14th Floor, "BANYAN" (B-WING), Wikhroli,

Mumbai.

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Payment Details are as under-

	rayment Deta	uls are as under:	२०२५	
Date	Bank Name	RTGS / NEFT	Amount Rs.	Remarks
		Ref No /DD/		
		Cheque No		
09/12/2024	STATE BANK OF INDIA	434418725620	50,000/-	
09/12/2024	STATE BANK OF INDIA	434473529570	50,000/-	
21/12/2024	STATE BANK OF INDIA	SBIN424356656 591	5,00,000/-	NE NO MONTH
21/12/2024	STATE BANK OF INDIA	SBIN424356665 548	4,00,000	
22/12/2024	STATE BANK OF	SBIN524357025	5,16,543	
	INDIA	150	163	
		TOTAL	15,16,543/-	

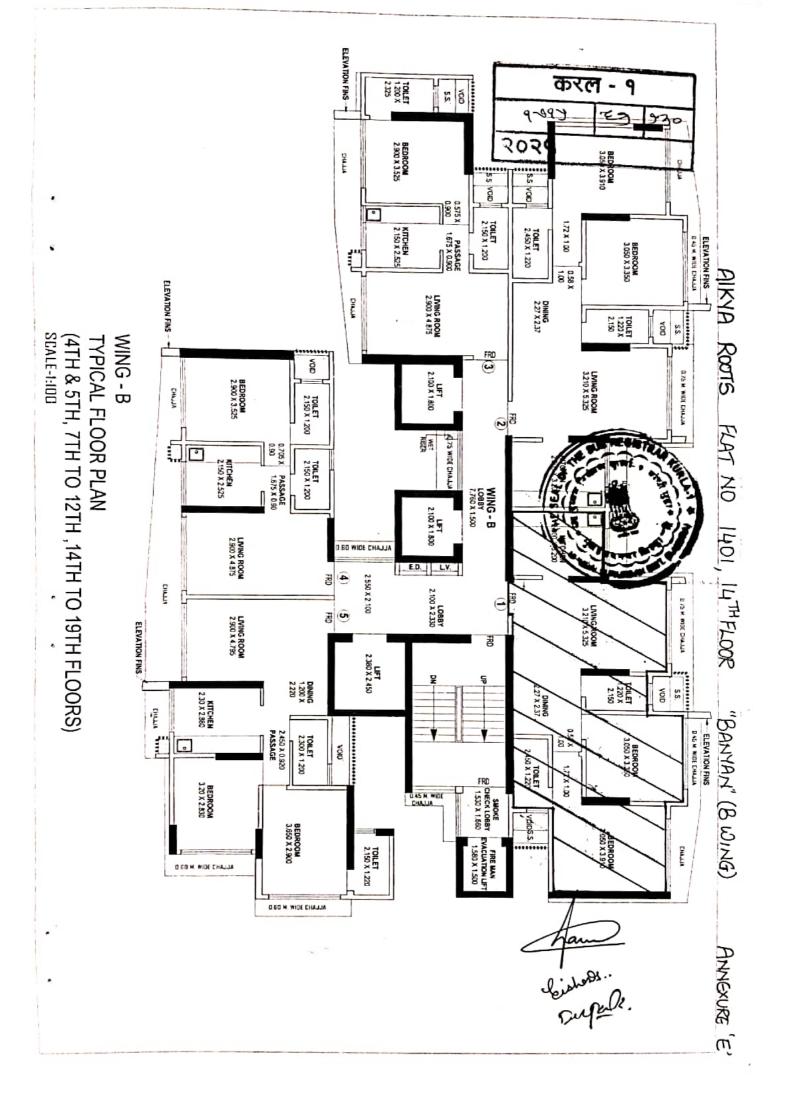
WE SAY RECEIVED

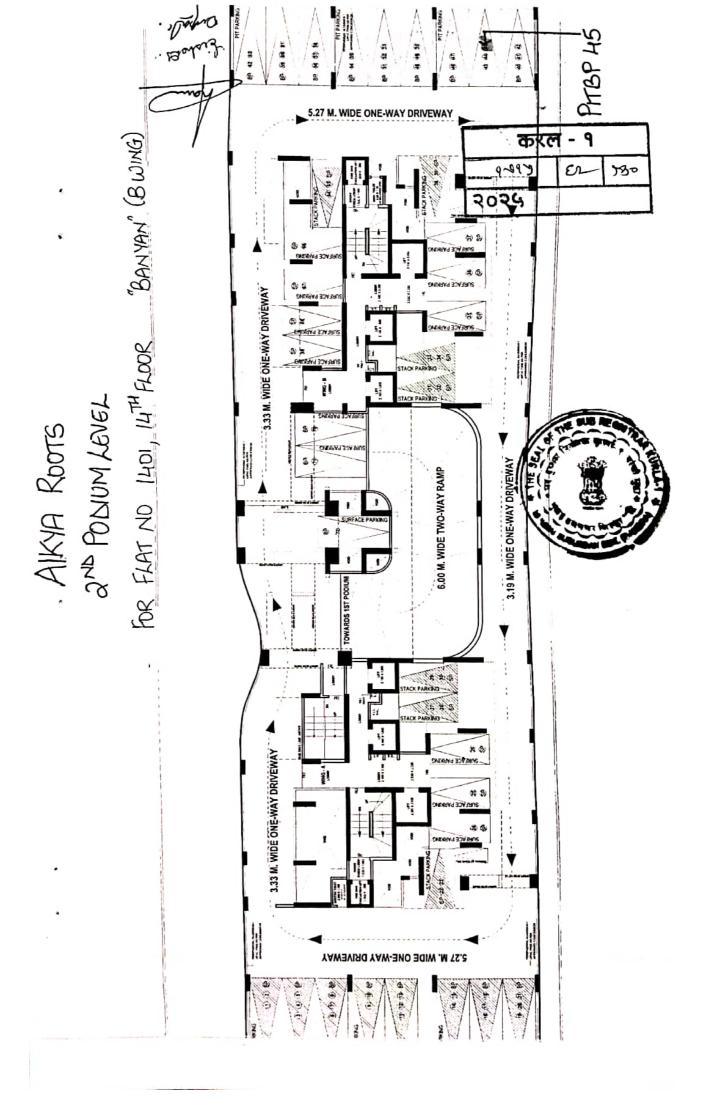
RACEK INDUSTRIES PRIVATE LIMITED

through its directors and authorized signatories

MR. PRATIK JAIN PROMOTER

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Aditya Birla Housing Finance Ltd.

ADITYA BIRLA

Reference no.: RCF-0016973-NOC

RACEK INDUSTRIES PRIVATE LIMITED

TE01/0213, TURF ESTATE, DR. E MOSES ROAD, SHAKTI MILL LANE

Bandan All	to Objection Certificate (NOC) for sale / er						
Project Address:	CTS NO 6, 6/1,6/2,6/3,6/4,6/5,6/6	CTS NO 6, 6/1,6/2,6/3,6/4,6/5,6/6, VIILAGE VIKHROL1, LBS MARG, 400079, AIKYA ROOTS					
Flat / Unit No.:	1401	1401 Floor No. & Tower No.: Banyan					
RERA Carpet Area	679 sq.ft						
Buyer's Details:							
Name	MRS. EISHA DEEPAK SIRWAN	MRS. EISHA DEEPAK SIRWANI & MR. DEEPAK ASHOK SIRWANI					
Communication address	Flat No-704, A1 – Wing, Kings Co Near Jhulelal Chowk, 421301, MU	Flat No-704, A1 – Wing, Kings Court, The Residences., Barave RoadGodrej Hill, Khadakpada, Kalyan West Near Jhulelal Chowk, 421301, MUMBAI, MAHARASHTRA					
Email address	eishapanjabi@gmail.com	Contact Number	8390969383				
Buyer Identification Number	AZRPP2467L						
Total Sales Consideration	14308518	Amount received till date	1516543				
Name of home loan lender	Self Funding						

We state that we have no objection in respect of the aforesaid unit subject to following conditions:

1. This consent hereby granted is restricted for creation of mortgage for the flat/ unit as stated above in order to enable sale of the said unit Notwithstanding anything contained herein, the consent hereby granted shall not authorize 'Borrower / Mortgagor' to sell any other project without applying an NOC to Aditya Birla Housing Finance Ltd (hereinafter ABHFL) and charge of ABHFL on all other shall remain unchanged

2. The consent hereby granted is subject to purchaser depositing all the sale proceed payable by them to 'the Borrower/ Mort purchase of the said unit into 57500001071662 escrow / master collection account which has been opened by 'Borrower/Mor this purpose. The proceeds in the said account may be utilised towards construction cost of said project and repayment of outs as per extant terms of the borrowing arrangement and amendments if any to the borrowing arrangement. In case of default by Borrower / you in depositing the entire sale proceeds in the Escrow Account, ABHFL shall not bound by the consent given her interest and claims over the property mortgaged to ABHFL and this NOC shall become null and void.

3. In the event of sale to the purchasers is cancelled for any reason, the consent above accorded shall stand revoked forthwith and fresh consent in relation to sale of the said unit to any other person.

4. The sale of the said flat / unit shall have to be made by way of sale agreement / registered sale deed within 30 days of issuance of the the said flat / unit shall be given to the purchaser only after deposit of entire sale consideration in the Escrow account. Yours faithfully.

For Aditya Birla Housing Finance Ltd Authorized Signatory

Akhil Jagetia 18 Jan 2025 at 18:54:11 IST (UTC+05:30)

Aadhear

Singh Rajiv Ranjan Hareram

18 Jan 2025 at 19 08 19 IST (UTC+05:30)

Aadhaar

Disclaimer: This is a computer generated digitally signed document and does not require stamp. Escrow Account Details :-

Beneficiary Name	RIPL Aikya Roots M	aster Collection Escrow	A/c				
Beneficiary Account No.	57500001071662	Bank and Branch	FORT	IFSC Code	HDFC0000060	Account Type	Escrow

Corporate Office:

Aditya Birla Housing Finance Limited One World Centre, Tower 1, 9th Floor, Jupiter Mill Compound,

https://homefinance.adityabirlacapital.com

841, Senapati Bapat Marg, Elphinstone Road, Mumbai, Maharashtra - 400 013

Tel +91 22 6279 9505 | Toll-free number: 1800-270-7000 care housingfinance@adityabirlacapital.com

Registered Office: Indian Rayon Compound, Veraval, Gujarat - 362 266

CIN: U65922GJ2009PLC083779



RACEK INDUSTRIES PRIVATE LIMITED

CIN: U29301MH1955PTC009564

TE01/0213, FLOOR-2, PLOT- CS 3116, TURF ESTATE, DR E MOS S ROAD, ST. TO ILH. LANE, JACOB CIRCLE, MUMBAI- 400011. MAHAR ASHTRA CONTACT NO-24965495, EMAIL ADDRESS- info@aikyarealty.com

MINUTES OF THE MEETING OF THE BOARD OF D

PLACE: Mumbai

DATE :- 22/06/2022

TIME: - 2 P.M.

BE AND IT IS HEREBY resolved that the company INDUSTRIES PVT LTD is the Owner of property bearing all that piece land on Plot Bearing C.T.S. No(S) 6 of Village Vikhroli, L.B.S. Road, V Mumbai, Maharashtra situated in S Ward.

FURTHER RESOLVED THAT Mr. Shantilal Jain and Mr. Pratik Jain director the company be and hereby authorized, on behalf of the company jointly and/or. severally to do all acts, deeds, matters and things as deemed necessary or proper and to sign and execute all necessary documents including Agreement for Sale, of Conveyance, MOU'S Agreement for Permanent Alternate Accommodation, Transfer Deed, Indemnity, Powers of Attorney, possession, Sale Deed, Liasoning Documents, Letters, Attornment letters, Escrow Letters, Declarations on Title for and on behalf of the company etc., as may be required for effectively completing the transaction of acquisition of the property.

M/S. RACEK INDUSTRIES PV

M/S. RACEK INDUSTRIES PVT. LTD.

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DAECTOR

RESOLVED further that the said Mr. Shantilal Jain and Mr. Pratik Jain be and are nerely authorised to jointly and/or severally appoint Advocates & Solicitors and to sign necessary documents Writs/ Affidavits/ Suits and otherwise deal with to file necessary Writs/Suits etc from time to time as required.

- Sr. Name of Director
- No. Remained present in the meeting
- SHANTILAL DEVICHAND JAIN

ILAL JAIN

Signature

M/S, RACEK INDUSTRIES PVT. LTD

MECTOR DIRECTOR

MS. RACEK INDUSTRIES PVT

करल - १

CPERP !

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आयकर विभाग INCOME TAX DEPARTMENT



GOVT, OF INDIA

ई-स्थायी लेखा संख्या कार्ड e - Permanent Account Number Card

AAACR2187G

नाम / Name RACEK INDUSTRIES PVT LTD



निगमन । गठन की तारीख Date of Incorporation/Formation 07/06/1955

REGISTRATION OF AGREEMENT DALY

आयकर विभाग INCOME TAX DEPARTMENT



भारत GOVT. OF II



स्थायी लेखा संख्या कार्ड Permanent Account Number Card

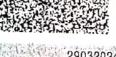
AGGPJ8428F

PRATIK SHANTILAL JAIN

पिता का नाम / Fathor/s Name SHANTILAL DEVICHAND JAIN

जन्म की तारीखा। Date of Birth 26/11/1986

हस्ताक्षर / Signature



भूमि अभिलेख विभाग,महाराष्ट्र शासन मोजणीची 'क ' प्रत देवुन प्रकरण निकाली

प्रति,

श्री/श्रीमती :- मेसर्स रेंसेक इंडस्ट्रीज प्रायवेट लिमिटेड तर्फे श्री प्रतिक जैन रा.इमारतीचे नाव:१२ अ , एल बी एस मार्ग ,,गाव :विक्रोळी पश्चिम ,तालुका:कुर्ला ,जिल्हा:मुंबई ,पिन नं.४०००७९..

विषय:- जमीन मोजणीबाबत.

संदर्भ:- आपला दिनांक २४/१/२०२२ चा मोजणीअर्ज.

महोदय/

महोदया,

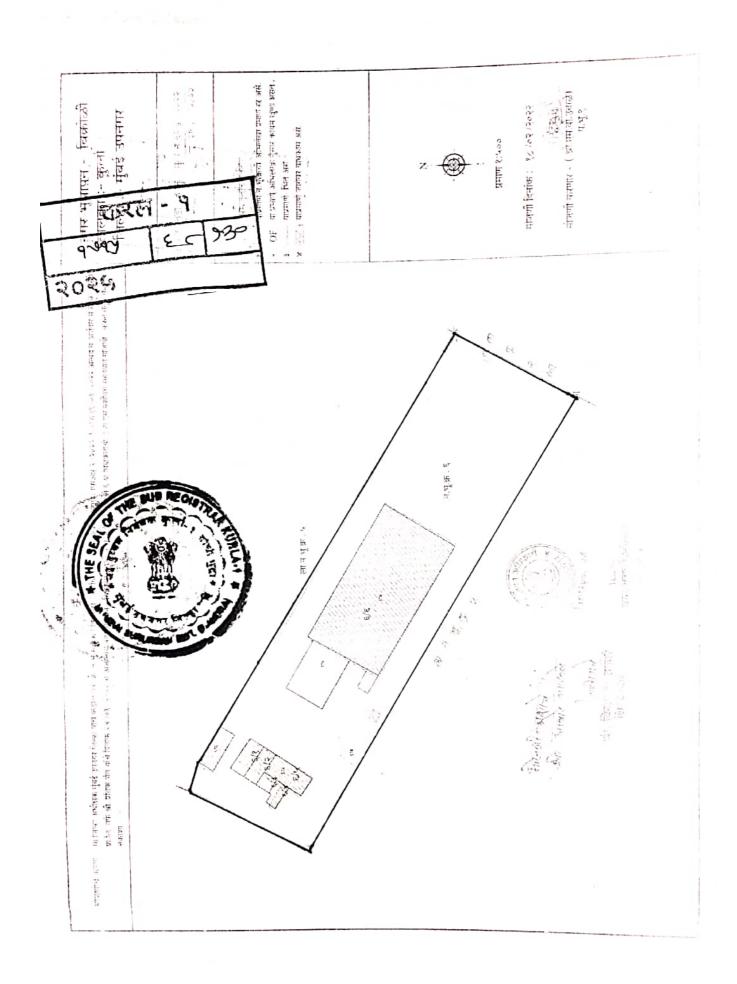
आपल्या विषयांकीत संदर्भीय अर्जाप्रमाणे आपूणास रितसर आगाउ नोटीशीने कळयून ईकडील भुकरमापक यांनी नेमलेल्या तारखेस गावी येवुन आपले व लगत कब्जेदार य पिंस्समक्ष मोजणी केलेली आहे.ईकडील अमिलेखाच्या आधारे आपणांस हदीच्या खुणा दाखिवल्या आहेत. त्यावावत आपण भुकरमापक यांचेसमोर पंचासमक्षा हरी मान्य असलेबाबत संगतीदर्शक जवाव दिलेला आहे.तो प्रकरणी सामील आहे.आता मोजुणी कामाची पुर्तता झालेने आपला मोजणी अर्ज निकाली ठेवला आहे.सोबत मोजणी नकाशाची 'क' प्रत पाठवली आहे.कळावे.

	मोजणी प्रकार कालावधी उद्दे	इ। अ	ñ.	तालुका	गांव / चार्ड	1	सि.स.न.	दिनांक	दिनांक	दिनांक
١	अनितातडी हरक	ायम ६	२७	घाटकोपर	विक्रोळी	£/9.,£/2.,E	4/3.,६/४.,६/५.,६/६.,६.,	9८/२/२०२२	9८/२/२०२२	२८/२/२०२२

नगर भूगापन आधिकारी घाटक

अभिलेखपाल:

प्रस्तुत प्रकरणी आता काहीही तजयीज नसलेनेप्रकरण निकाली केले आहे. वी.एन.डी.क्रमांक देउन पुढीक़ु नियमाि





करल - १ मालमत्ता पत्रक

U_PIN: 50046000114

मिहाराष्ट्र जमीन महसूल (भाव, नगर व शहर भूमापन) नियम,१९६९ यातील निय

3924.44

गाव/पेट : विक्रोळी तालुका/न.गू.का. : नगर भूगापन अधिकारी, घाटकोपर जिल्हा : मुंबई चमनगर नगर भूमापन क्रमांक शिट नंबर प्लॉट नंबर क्षेत्र घौ.मी. धारणाधिकार ६/अ फ़ेरतपाराणीची नियत वेळ

हं वकाचा मूळ घारक : चर्म : २०२४ पहेंदार : इतर भरे :	गुविधाधिकार :		
पहेदार : इतर भार :			
इतर भेरे :			
	इतर भेरे :		

दिगांक	व्यवहार	खंड क्रगांक	नविन घारक(ष्र),	साक्षांकन
9/01/2024	पोटहिस्सा आदेश नोंद - जिल्हामीकारी,मुंबई उपनगर यांग्रेकडील आदेश क्यांक : एसआरके २५८५ आदेश दिनांक : २५/०६/२०२३, गृह नांग्रंड महानगरपालिका प्रजूर रेखांकन क्रमांक : १२९९३६ दिनांक :२९/०६/२०२२, पोटहिस्सा मो.र.कं : २२४ दिनांक : ०३/५०/२०२३ अन्त्रये न.मू.कं.६ मध्ये पोटहिस्ये आल्याने न.मू.कं.६ ची मिळकत पत्रिका २९ करुन न.मू.कं.६/अ,६/य, या नवीन मिळकत पत्रिका तथार केल्या असत.		पटेदार(प) किंचा मार (इ) भ मेरार्स रॅरोक इंडस्ट्रीज प्रायदेट लिमिटेड	फेरफ़ार कं. २०७ प्रमाणे सही- 19/01/2024 न मू.अ. पाटकोच

ि निळकत पत्रिका (दिनांक 19/01/2024 04:01:48 PM रोजी) डिजिटल स्याधरी केली असल्यामुळे त्यावर कोणत्याही सही क्रिकाची आवश्यकता नाही. गिळकत पत्रिका ठाउनलोड दिनांक 23/01/2024 11:01:44 AM काता पडताळणी साती https://digitals.atbara.mahabhumi.gov.in/DSLR/Login/VerifyPropertyCard या रकित स्थळावर 2207100002629612 हो व

Page 1 of 1



मालमत्ता पत्रक

ULPIN: 50046615725	મિહ	ाराष्ट्र जगीन म	हरूल (गाव, नगर	र व शहर भूगापन) नियम,१	९६९ यातील नियम ह	नमुना "ड"] करल - प्राप्तिका इराइ	
गाव/पंठ : विक्रोळी			तालुका/न भू.का	. : नगर भूगापन अधिकारी		जिल्हा : गुंबई एपनगर	
नगर भूगावन क्रमांक	ग्रिट नंबर	प्लॉट नंबर	क्षेत्र चौ.गी.	धारणाधिकार	भारानाला दिलेल	। आकारणीवा किया माठ्याचा ।पशील आणि नाप्या फरतपाताणाचा ।चयत वळ	_
६/य			343.84	सी		२०२५	_

सुविधाधिकार :			
हनकाना मूळ चारक :			
वर्ग : २०२४			
पहेचार :		-	
इतर भार :			
इतर शेरे :			

विनांक	व्यवसार	खंड क्रमांक	नविन घारक(घा). पट्टेदार(प) किंवा भार (इ)	साक्षांकन
9/01/2024	पारिस्सा आवेश तोद जिल्हाणीकारी, गुंबई उपनगर यांचेकडील आवेश क्रमांक : एसआर के उन्ह्यू आवेश विनाक , २५/०४/२०२३, कृतमुंबई गहानगरपालिका मजूर रेखांका क्रमांक त्र-१९३६ विनांक : २१/०४/२०२२, पोटाह स्सा मो २ कं. : २२४ विनांक : ०३/१०/२०२३ अनवये न.मू.क. ६ मच्ये पोटाह श्ये आल्याने म मू.क. ६ ची निळकत पविका २६ करन न भू क. ६/अ, ६/ब, या नवीन निळकत पविका तथार के स्था असत.		0.55.	फेरपाट के उच्च तमाणे सही- 19/01/2024 न गू.अ. पाटकोपर

ि विळकत प्रिका (दिनांक 19/01/2024 04:01:48 PM रोजी) ठिजिटल स्वामरी केली असल्यामुळे त्यावर कोणत्याही सही शिक्काची आवश्यकता नाही.

ਕਿਕਰਾਰ ਪੜ੍ਹਿਕਾ ਭਾਰਤਾਲੀਤ ਵਿਜੀਕ 23/01/2024 11:01:18 AM

वेधला पहलाळणी साठी https://digitalsafbara.mahabhumi.gov.in/DSLR/Login/VerifyPropertyCard या संकेत रथळावर 2207100002629614 हा क्रमांक वापरावा



ASHISH T. SURYAVANSHI

ADVOCATE HIGH COURT, MUMBAI

C/O. Advocate R. C. Dhuru 102, Fort Chambers, "A" Wing

Mumbai – 400 023

ADVOCATE HIGH COURT, MUMBAI

1" Floor, Ambelol Deshi Marg, Fort,
Med. NG 189205 1995

FORMAT - A (Circular No.: - 28/ 2021)

To MahaRERA

LEGAL TITLE REPORT

Sub: All that piece or parcel of land admeasuring 3539.5 sq.mtrs or thereabouts (as per the property Registered Cards) bearing CTS Nos. 6, 6/1, 6/2, 6/3, 6/4, 6/5 and 6/6 of Village Vikhroli, Taluka Kurla together with the structures standing thereon lying being and situate at 12-A, L.B.S. Marg, Vikhroli, Mumbai – 400 079 within the Registration District and Sub-District of Mumbai City and Mumbai. (hereinafter referred to as "the said property").

I have investigated the title of the said property on the Racek Industries Pvt. Ltd. ("Company") and following document

Description of the Property:

All that piece or parcel of land admeasuring 3539.5 sq.mtrs. or thereabouts (as per the property Registered Cards) bearing CTS Nos. 6, 6/1, 6/2, 6/3, 6/4, 6/5 and 6/6 of Village Vikhroli, Taluka Kurla together with the structures standing thereon lying being and situate at 12-A, L.B.S. Marg, Vikhroli, Mumbai – 400 079 within the Registration District and Sub-District of Mumbai City and Mumbai Suburban.

AIS

ocate R. C. Dhuru 102, Fort Chambers, "A" Wing, 1st Floor, Ambalal Doshi Marg, Fort, Mob. No. 9892054995

The Documents of Allotment of Plot:

Mumbai

a. Pursuant to an order dated 3rd October, 1955 bearing No. PNC(K)/SR-1, By an under Indenture dated 13th October, 1955 registered with the Sub-Registrar of Assurances at Bombay under No. 6670 of 1955 made and executed by and between Parpati Hashmatrai Gopaldas, widow of the deceased Hashmatrai Gopaldas in her capacity as the duly appointed Administratrix of the property and credits of the deceased Hashmatrai Gopaldas, (therein referred to as 'the Vendor') of the First Part, (i) Parpati Hashmatrai, (ii) Shyam Hashmatrai Gopaldas, (iii) Lakhu Hashmatrai Gopaldas, (iv) Usharani Hashmatrai Gopaldas, (v) Laxmi Hashmatrai Gopaldas and (vi) Savitri Hashmatrai Gopaldas, (i) Shyam Hashmatrai Gopaldas, (ii) Lakhu Hashmatrai Gopaldas (iii) Usharani Hashmatrai Gopaldas, (iv) Laxmi Hashmatrai Gopaldas and (v) Savitri Hashmatrai Gopaldas are minors under the age of 18 years acting by their mother and natural guardian Parpati Hashmatrai (therein referred to as the 'First Confirming Parties') of the Second Part, Walter Leopold Racek, (therein referred to as the 'Second Confirming Party') of the Third Part and Racek Industries Ltd., (therein referred to as 'the Purchasers') of the Fourth Part, the Vendors therein conveyed and transferred and the First and Second Confirming Parties therein confirmed unto the Purchaser. The property being all that piece and parcel of land admeasuring 4840 sq.yds equivalent to 4046.82 sq.mtrs. or thereabouts bearing Old Survey No. 120 Pot Nos. 4(pt), 5(pt) and 10(pt) of Khoti Village of Vikhroli, Taluka Thane formerly in

ADVOCATE HIGH COURT, MUMBAI

C/O. Advocate R. C. Dhuru 102, Fort Chambers, "A" Win Mumbai – 400 023	g, 1 st Floor, Ambalal Doshi Mare, Fort Mob. No. 9892654995			
	LPap	03	330	
the Registration Sub-District of Thane Registration Sub-District of Bandra, Dis	rid Dombay Sub	urban		

at or for the consideration in the manner set out therein.

- b. Upon the Companies Act, 1956 coming into effect, the company added the words "private limited" to its name, in accordance with the provisions thereof as regards a private limited company. The name of the company was accordingly changed from "Racek Industries Ltd." to "Racek Industries Pvt. Ltd." ("Company").
- c. I have been informed that from time to time certain portain of the said Larger Property were surrendered/ acquired by the relevant authorities as set back area. However, I have been informed by the Company, that Racek Industries Pvt. Ltd. is present in the possession of land admeasuring 3539.5 sq. mtrs. bearing CTS Nos. 6, 6/1, 6/2, 6/3, 6/4, 6/5 and 6/6 of Village Vikhrot Taluka Kurla together with the structures standing thereon, lying, being and situate at 12-A, L.B.S. Marg, Vikhroll, Mumbai 400079 within the Registration District and Sub-District of Mumbai City and Mumbai Suburban (hereinafter referred to as the "said Property").
- d. Pursuant to sanction letters dated 15th July, 2022 issued by one Aditya Birla Finance Ltd. and 18th July, 2022 issued by Aditya Birla Housing Finance Ltd., the company has availed of a term loan of Rs. 15,00,00,000/- and Rs 30,00,00,000/- respectively by mortgaging the said property and units in the said project namely 'Aikya Roots'.

ADVOCATE HIGH COURT, MUMBAI

C/O. Advocate R. C. Dhuru 102, Fort Chambers, "A" Wing, 1" Floor, Ambalal Doshi Marg, Fort,

Mob. No. 9892054995

Clause 7 below annexed herewith.

- Search Report dated 17th September, 2021 taken by Mr. N. D. Rane, Search Clerk at the office of the Sub - Registrar at Bandra, for the period of 42 years i.e. from 1980 to 2021.
- 5. On perusal of the above mentioned documents and all other relevant documents relating to title of the said property, I am of the opinion that the title of the Racek Industries Pvt. Ltd. to the said property is clear, marketable and without any encumbrances.

vners of the land:

ek Industries Pvt. Ltd. is the owner of the said property.

report reflecting the flow of the title of the Racek Industries Pvt.
add ("Company") on the said property is enclosed herewith as annexure.

[Ashish Suryavanshi] Advocate

Encl: Annexure.

Date: 14th September, 2022

ADVOCATE HIGH COURT, MUMBAI

C/O. Advocate R. C. Dhuru 102, Fort Chambers, "A" Wing, 1st Floor, Ambalal Doshi Marg, Fort, Mumbai – 400 023

Mob. No. 9892054995

FORMAT - A
(Circular No.:- 28 /202) 930
7034

FLOW OF THE TITLE OF THE SAID LAND.

Sr.No.

- 1) P.R. Card as on date of application for registration Annexed to Legal Title Report
- 2) Mutation Entry No as per Title Report

 Search report for 42 years i.e. from 1980 to 2021 Taken Sub-Registrar' office at BDR.

- 4) Any other relevant title As per Legal Title Report.
- 5) Litigations if any as per Title Report.

[Ashish Suryavanshi] Advocate

Date: inthe Soft en ber, 2022

346

Form ------

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

MUNICIPAL CORPORATION OF GREATER M

UMBAL US 730 unicipal Corporation Act, as

Intimation of Disapproval under Section 346 of the Mumbai N amended up to date.

No. P-9936/2022/(6)/S Ward/VIKHROLI-S/IOD/1/New

MEMORANDUM

Municipal Office,

Mumbai

To.

PRATIK JAIN OF RACEK INDUSTRIES PVT LTD

Plot Bearing C.T.S. No(S) 6 of Village Vikroli, L.B.S.Road, Vikroli West, Mumbai, Maharashtra situated in S Ward.

With reference to your Notice 337 (New), letter No. 0000933 dated. 3/1/2022 and Sections Specifications and description and further particulars and details of your building Residential Cum Commercial building on Plot Bearing C.T.S. No(S) 6 of Village Vikroling West, Mumbai, Maharashtra situated in S Ward. CTS/CS/FP No. 6 furnished to me independent of the building or well-ward and 3/1/2022. I have to inform you that, I cannot approve of the building or well-ward erected or executed, and I therefore hereby formally intimate to you, under Section 3/46 Municipal Corporation Act as amended up to-date, my disapproval by reasons the section 3/46.

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

- That the bore well shall not be constructed in consultation with H.E.
- "That the Board shall not be displayed showing details of proposed work, name of own architect, R.C.C. consultant etc."
- That the C.C. shall not be asked unless payment of advance for providing treatment at construction site to prevent epidemics like Dengue, Malaria, etc. is made to the Insecticide Officer of the concerned Ward Office and provision shall be made as and when required by Insecticide Officer for Inspection of water tanks by providing safe and stable ladder, etc. and requirements as communicated by the Insecticide Officer shall be complied with.
- "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."
- "That the qualified registered site supervisor through architect/structural engineer will not be appointed before applying for C.C. & his name and license No. duly revalidated will not be submitted"
- "That the notice under Sec.347 (1)(a) of the Mumbai Municipal Corporation Act will not be sent for intimating the date of commencement of the work"

Page 1 of 13 On 21-Jun-2022

No. P-9936/2022/(6)/S Ward/VIKHROLI-S/IOD/1/New

"That the copy of Intimation of Disapproval conditions & other layout or sub division conditions only the Corpora ion in connection with the developmental site shall not be given to the would be purchaser and also displayed at site."

"That the development charges as per M.R.T.P.(amendment) Act 1992 will not be paid."

"That the reinal ks from Asst. Engineer, Water Works regarding location, size capacity of the suction tank, overhead storage tank for proposed and existing work will not be submitted before starting the work and his requirements will not becomplied with "

- That the balance pre-requisites as per EODB shall not be complied with.
- "That the work shall NOT be carried out between 6.00 am to 10.00 pm as per circular u/no. Ch.E./DP/7749/Gen at 07.06.2016."
- "That the provision will not be made for making available water for flushing and other non-potable purposes through a system of borewell and pumping that water through a separate overhead tank which will be connected to the drainage system and will not have any chances of mixing with the normal water supply of the Corporation."
- "That the dry and wet garbage shall NOT be separated and the wet garbage generated in the building shall NOT be treated separately on the same plot by the residents/ occupants of the building in the jurisdiction of M.C.G.M. & the necessary condition in Sale Agreement to that effect shall not be incorporated by the Developer/ Owner."
- 4. That the carriage entrance shall not be provided before starting the work
- 5 quisitions of regulation no. 49 of DCPR-2034 shall not be complied with and records of quality of verification report, etc. shall not be maintained on site till completion of the entire

"That the specific NOC from concerned department /S.W.M department shall not be obtained in deals by ground about case order dated 15.03.2018 in Hon'ble Supreme Court of India.(S.L.P CIVIL No.) 23708/20178 before start of work and bank guarantee is not submitted"

There proposal stall not contravene the section 251(A)(A) of the MMC Act demolition of existing building.

isurance shall not be submitted.

- 19 Cowall shall NOT be provided between refuge and habitable area
- 20 That the entrance of Society office and Fitness Centre shall NOT be separate
- 21 That 1.5m wide strip of unpaved land (on 2 sides of plot) on ground for plantation of trees shall NOT be provided.
- That the completion certificate from the rain water harvesting consultant for effective completion and functioning of RWH system shall be submitted and quantum of rain water harvested from the RWH completed scheme on site shall be uploaded on RWH tab in online AUTO DCR system. The same shall be complied before OC."
- 23 That the NOC from concerned power company shall NOT be submitted for location and size of substation.
- 24 "That the elevation features such peripheral fins on parapet of podium floor with 0.15 m FRD

Page 2 of 13 On 21-Jun-2022

No. P-9936/2022/(6)/S Ward/VIKHROLI-S/IOD/1/New

THE STREET

· 18591 产生的

करल - १

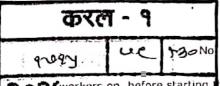
Plastic/fiber sheets/aluminium fins at the top of parapet walls on podium as per circular u/no. Ch.Eng./DP/049020/Gen dt.01.03.2016"

n floor shall NOT be provided

- 25 "That the undertaking regarding excess parking to be handed over to MC
- 26 That the Latest Assessment NOC shall not be submitted before asking C
- 27 "That the provision will not be made for making available water for flushing and other non- potable purposes through a system of borewell and pumping that water through a separate overhead tank which will be connected to the drainage system and will not have any chances of mixing with the normal water supply of the Corporation."
- "The dry and wet garbage shall be separated and the wet garbage generated in the building shall be treated separately on the same plot by the residents/occupants of the building in the jurisdiction of M.C.G.M. The necessary condition in Sale Agreement to that effect shall be incorporated by the Developer/Owner"
- 29 That the necessary correction of CTS No in DP 2034 shall not be obatined before asking for CC
- That project proponent shall not abide with forth coming policies, circulars etc. RUT to that effect shall not be submitted before asking CC
- 31 That project proponent shall not pay any short Recovery at the prevailing rate/policies short payment after audit, registered undertaking to that effect shall not be submitted.
- That the disclosure of inadequate size of rooms and inadequate size of drivew the agreement to prospective buyers.
- That the certificate regarding surrendering factory permit license from Asst Commissioners. War and certificate from MSEDCL regarding disconnection of Power supply shall religious demolition.
- That the commencement certificate under Sec.45/69(1)(a) of the M.R.& T.P.Adv will a be obtained before starting the proposed work.
- 35 That the labour NOC shall not be submitted and shall not br complied with all condi-
- That the advance possession certifacate for 10% amenity as per provision of DCPR 2034 shall not be submitted.
- The amenity open space as per Reg.14(B) shall not be handed over to MCGM and transferred in name of MCGM as per the policy and regulation.
- 33 That the undertaking from owner stating that they will not object to the development of the neighbouring building in future shall not be submitted
- That the Indemnity Bond for compliance of 1.O.D./I to R condition/Layout Terms and conditions shall not be submitted.
- That the NOC of Directorate of Industries for Closure of the existing factory building shall not be submitted before demolition.
- That the facilities for physically handicapped persons shall not be provided as per the accompaniment in Govt. in U.D. Department notification No.TPB 432001/1829/CR-216/2001/UD-11 dated 2nd December 2003.
- 42 That the adequate & decent temporary sanitary accommodation will not be provided for construction

· LA market

Page 3 of 13 On 21-Jun-2022



P-9936/2022/(6)/S Ward/VIKHROLI-S/IOD/1/New

Workers on before starting

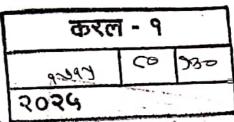
ie work.

ng / consultant (M&E) for artificial ventilation to the basement shall not be obtained.

- That the N.O.C. from Insecticide Officer shall not be submitted 44
- That the commencement certificate under Sec.45/69(1)(a) of the M.R.& T.P.Act shall not be obtained 45 before starting the proposed work.
- That the extra water & sewerage charges will not be paid to the assistant engineer water works befor 46
- No due pending certificate from A.E.W.W. 'S' Ward shall not be submitted 47
- 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 48 adjoining holding to prove possession of holding as per D.C. Regulation No.38(27) before starting the work.
- That the Structural Engineer will not be appointed. Supervision memo as per appendix XI (regulation 49 5(3)(ix) will not be submitted by him.
 - That the Indemnity Bond indemnifying the Corporation for damages, risks, accidents etc. the occupiers and an undertaking regarding no nuisance will not be submitted before C.C./starting the wark
 - That the requirements of N.O.C. of (i) Reliance Energy /Tata Power, [ii] S.G. [iii] P.C.O., [iv] A.A. & C. [v] S.P. [vi] S.W.D., [vii]M.T.N.L., [viii] H.E. will not be obtained and the requisitions if any will not be complied with before occupation certificate / B.C.C.
 - qualified/registered site supervisor through architect/structural Engineer will not be refore applying for C.C.
 - from Railway Authorities, M.M.R.D.A., Highway Authority, M.O.E.F., U.D. dent... will not be submitted before asking for C.C.
 - are furance Policy in the name of site or policy to cover the compensation claims arising an Sampensation Act 1923 will not be taken out before starting the work and also will be the construction work.
 - m Superintendent of Garden for tree authority shall not be submitted.
 - will not be designed with the requirements of all relevant IS codes including 15 arthquake design while granting occupation certificate from Structural Engineer to be insisted.
- That no main beam in R.C.C. framed structure shall not be less than 230 mm. wide. The size 01 the columns shall also not be governed as per the applicable I.S. Codes. 57
- 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 58 Management Department of M.C.G.M. shall not be provided to the satisfaction of Municipal Commissioner.
- That setback/D.P. Road/D.P. Reservation/Amenity Space area shall not be handed over to M.C.G.M. 59

Page 4 of 13 On 21-Jun-2022

No. P-9936/2022/(6)/S Ward/VIKHROLI-S/IOD/1/New



- The developer shall not submit the registered undertaking agreeing to comply with & follow all the rules, regulations, circulars, directives related to the safety of construction labors/workers, issued time to time by the department of building & other construction labours, Government of Maharashtra.
- That the developer will not intimate the prospective buyer and existing tenants regarding concessions availed for deficiency in open space, deficient parking space, etc. as well as not objecting neighbourhood development with deficient open spaces etc. and the clause shall not be incorporated in sale agreement so as to make aware prospective buyer/ members about deficient open space/maneouvering spaces.
- That the R.U.T. shall not be submitted by the developer stating that they will not take any objection in future for the development on adjoining plot with deficient open spaces and also condition will be incorporated about deficient open spaces of proposed bldg. in the sale agreement of flats.
- That the registered undertaking shall not be submitted for payment of difference for fungible, open space deficiency or any type of premium retrospectively as & when demanded by M.C.G.M.
- That the C.C. under Sec. 44\69 (1) (a) of the M.R.T.P. Act will not be obtained the proposed work.
- 65 That the Janata Insurance Policy shall not be submitted before C.C.
- 56 That the bore well shall not be constructed in consultation with H.E.
- That the Board shall not be displayed showing details of proposed work, name architect, R.C.C. consultant etc.
- That the registered undertaking in prescribed proforma agreeing to demolish the constructed beyond permissible F.S.I. shall not be submitted before asking for C
- That the RUT for contravening toilet shall not be submitted.

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

- That the notice in the form of Annexure-14 of DCPR-2034 (Intimation of completion of plinth by site supervisor) shall not be submitted.
- That the plinth dimensions shall not be got checked from this office before asking for further C. beyond plinth.
- That the structural stability certificate through Regd. Structural engineer regarding stability of constructed plinth shall not be submitted before asking for CC beyond plinth.
- 4 All the payments as intimated by various departments of MCGM shall not be paid.
- 5 Revalidated Janata Insurance Policy shall not be submitted.
- 6 That the Material testing report shall not be submitted
- 7 That the monthly progress report of the work will not be submitted by the Architect.

Act of the same

- That the extra water and sewerage charges shall not be paid and requisite No Due pending certificate of Asst. Engineer (Water Works) shall not be submitted.
- That the all conditions mentioned in amended plan approved time to time shall not be compiled with.
- That the CC shall not be asked for the area of 10% amenity open space unless untill the same shall not

Page 5 of 13 On 21-Jun-2022

DRCT - 9

No. P-9936/2022/(6)/S Ward/VIKHROLI-S/IOD/1/New

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nat the up to date hank Guaranttee and Revised SWM NOC shall not be submitted.

That Préferably electric vehicle shall be used for all the development activities such as transporting material/Human Resources etc.

GENERAL CONDITIONS TO BE COMPLIED BEFORE O.C.

- 1 That the dust bin will not be provided.
- 2 That the NOC for vermiculture bin shall not be submitted.
- 3 That 3.00 mt, wide paved pathway upto staircase will not be provided
- 4 That the open spaces as per approval, parking spaces and terrace will not be kept open
- 5 "That the name plate/board showing Plot No., Name of the Bldg. etc. will not be displayed at aprominent place."
 - "That carriage entrance shall not be provided as per design of registered structural engineer and carriage entrance fee shall not be paid."
 - "That terraces, sanitary blocks, nahanis in kitchen will not be made Water proof and same will not be provided by method of pounding and all sanitary connections will not be leak proof and smoke test will not be done in presence of licensed plumber."
- "That final N.O.C./Remarks from concerned authorities / empanelled consultants for a) S.W.D. b)
 "The Fighting Provisions c) Tree authority d) water department shall not be submitted e) Airport
 India/ GVK for height of building"
 - "That Structs at Engineer's laminated final Stability Certificate along with upto date License copy shall por the submit."
 - To completion plans shall not be submitted along with Notice of Completion of work u/sec. 353 A of the firm work completed on site.
 - Test site Supervisor certificate for quality of work and completion of the work shall not be submitted in prescribed in
 - tank same egistered Agreement with prospective buyers/members shall not be submitted before the comprehensive undertaking submitted.
- 13 Fig. one Vermiculture bins for disposal of wet waste as per the design and specification of Organizations / individuals specialized in this field, as per the list furnished by Solid Waste Management Department of MCGM, shall not be provided to the satisfaction of Municipal Commissioner."
- 14 That the N.O.C. from A.A.&C.[N/Ward] shall not be submitted
- The Dry and wet garbage shall not be separated and the wet garbage generated in the building shall not be treated separately as the same plot by the resident/occupants of the building in the jurisdiction of MCGM. The necessary condition in the sale agreement to that effect shall not be incorporated by the developer/owner.
- That the separate vertical drain pipe, soil pipe, with a separate gully trap, water main, O.H. Tank, etc. will not be provided and that drainage system or the residential part of the building will not be affected

Page 6 of 13 On 21 Jun-2022

No. P-9936/2022/(6)/S

Ward/VIKHROLI-S/IOD/1/New

if applicable.

That the all the conditions of I to R issue letter and Layout Terms and

shall not be complied

That certificate under Sec. 270A of B.M.C. Act will not be obtained from H.E. Department regarding adequacy of water supply.

That Fitness Centre permissible as per DCR before occupation for the building under referenceshallnot be constructed.(if applicable)"

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.

That the RUT shall not be submitted regarding handing over of society office and fitness center to proposed CHS/Apartment owner association without any compensation

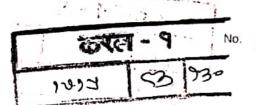
That B.C.C. will not be obtained and I.O.D. and Debris deposit etc. will not be claimed for refund within a period of 6 years

That the completion certificate from RWH consultant for effective completion and functioning of RWH system shall not be submitted and quantum of RW harvested from RWH completed scheme on site shall not be uploaded on RWH tab in online auto DCR system.

The amenity open space as per Reg.14(B) shall not be handed over to MCGM and transferred in name of MCGM before OCC.



Page 7 of 13 On 21-Jun-2022



P-9936/2022/(6)/S Ward/VIKHROLI-S/IOD/1/New

) That ploper guiters and down pipes are not intended to be put to prevent water dropping from the leaves of the roof on the full streets.

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 20 June day of 2023 but not so as to contrivance any of the provision of the said Act, as amended as aforesaid or any rule, 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.

Executive Engineer, Building Proposals, Zone, Wards.

SPECIAL INSTRUCTIONS

- 1. THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.
- Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Membai 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.

8 of the Commissioner has fixed the following levels :-

beredit indest at erect as new domestic building shall cause the same to be built so that every part of the plinth shall

Not less than 2 feet (60 cms.) above the center of the adjoining street at the nearest point at which the drain from such building can be connected with the sewer than existing or thereafter to be-laid in such street Not less that 2 feet (60 cms.) Above every portion of the ground within 5 feet (160 cms.) of such building.

The Not less 1 of 92 ft. ([TownHall]) above Town Hall Datum.

Yank Helical Legislation and the provision of Section 152 of the Act whereby the person liable to pay property taxes is solution of officer of erection of a new building or occupation of building which has been vacant, to the Commissioner, which was 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 on occupation is detected by the Assessor and Collector's Department.

- Your attention if further drawn to the provision of Section 353-A about the necessary 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 leavy penalty for non-compliance under Section 471 if necessary
- Proposed date of commencement of work should be communicated as per requirements of Section 347 (1) (aa) of the Bombay Municipal Corporation Act.
- 7. One more copy of the block plan should be submitted for the Collector, Mumbai Suburbs District.

Page 8 of 13 On 21-Jun-2022

No. P-9936/2022/(6)/S Ward/VIKHROLI-S/IOD/1/New करल - १ १७१५ ड ४ ४०० २०२५

Necessary permission for Non-agricultural use of the land shall be obtained from the Collector Municipal Suburbart Prometers 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 there under.

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



Page 9 of 13 On 21-Jun-2022

No. P-9936/2022/(6)/S Ward/VIKHROLI-S/IOD/1/New

No. EB/CE/

/BS

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The work should not be started unless objections

are complied with

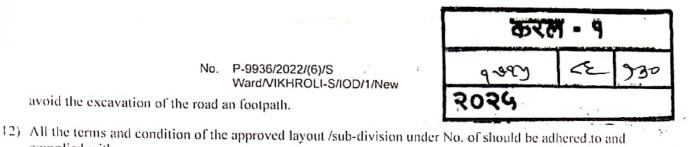
- A certified set of latest approved plans shall be displayed on site at the time of commencement the work and during the progress of the construction work.
- 3) Temporary permission on payment of deposit should be obtained any shed to house and store for construction purpose. Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and certificate signed by Architect submitted along with the building completion certificate.
- 4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site workers, before starting the work.
- 5) Water conflection 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.
 - The owners shall intimate the Hydraulic Engineer or his representative in Wards atleast 15 days prior to the the proposed construction work is taken in hand that the water existing in the compound will be till see to their construction works and they will not use any Municipal Water for construction works and they will not use any Municipal Water for construction works and they will be presume that Municipal top water has been consumed on the construction was and failly referred against them accordingly.
 - Ill That ding a series wall for supporting the depots of building materials shall be constructed before series any original en though no materials may be expected to be stabled in front of the property. The second of metal, sand preps debris, etc. should not be deposited over footpaths or public street by the own of their contractors, etc without obtaining prior permission, from the Ward Officer of the
- 8) The conshould 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

Page 10 of 13 On 21-Jun-2022

P-9936/2022/(6)/S Ward/VIKHROLI-S/IOD/1/New

avoid the excavation of the road an footpath.

complied with.



- 13) No Building /Drainage Completion Certificate will be accepted non water connection granted (except for the construction purpose) 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 asphalting 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 pieces at the rate of 12.5 cubic meters per 10 sq. meters below payment.
- 18) The compound wall or fencing should be constructed clear of the road widening level of bottom of road side drain without obstructing flow of rain water from ad starting the work to prove the owner's holding.
- 19) No work should be started unless the existing structures proposed to be demolished
- 20) The Intimation of Disapproval is given exclusively for the purpose of enabling yourso the arrangements of obtaining No Objection Certificate from the Housing Commissioner (h) (H) of the Rent Act and in the event I your proceeding with the work either without an intunation about commencing the work under Section 347(1) (aa) or your starting the work without temoving the structure proposed to be removed the act shall be taken as a severe breach of the conditions which this. Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certifigranted under Section 45 of the Maharashtra Regional and Town Planning Act 1966, (12 The Pown-Planning Act), will be with drawn.
- 21) If it is proposed to demolish the existing structures be negotiations with the tenant, 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:
 - i. Specific plans in respect of evicting or rehousing the existing tenants on hour stating their number and the areas in occupation of each.
 - ii. 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.
 - iii. Plans showing the phased programme of constructions has to be duly approved by this office before

Page 11 of 13 On 21-Jun-2022

No. P-9936/2022/(6)/S Ward/VIKHROLI-S/IOD/1/New

starting the work st as not to contravene at any stage of construction, the Development control tures begarding open spaces, light and ventilation of existing structure.

in case (expected segisting building, blocking of existing windows of rooms deriving light and its from the should be done first starting the work.

the case of additional floor no work should be start or during monsoon which will same arise water leakage and the case of additional floor no work should be start or during monsoon which will same arise water leakage and the case of additional floor no work should be start or during monsoon which will same arise water leakage

- •24) The bottom of the over head storage work above the finished level of the terrace shall not be less than 1.20 Alt.and not more than 1.80 mt.
- 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 taying of drains inside the building.
- (26) The water frrangement nut be carried out in strict accordance with the Municipal requirements
- 29) No new weil, 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

raps (A) open channel drains shall be provided with right fitting mosquito proof made of wrought stronglates of him is. The manholes of all cisterns shall be covered with a properly fitting mosquito proof this extraction is an experiment of the proof o

- 31) No oresen 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.
- 32.1 a Louvres should be provided as required by Bye0law No. 5 (b)
 - b Linters or Arches should be provided over Door and Windows opening
 - c The drains should be faid 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 as your own risk.

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ajen neefft.

No. P-9936/2022/(6)/S Ward/VIKHROLI-S/IOD/1/New

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Executive Engineer, Building Proposals Zones wards.

P-9936/2022/(6)/S Ward/VIKHROLI-S/IOD/1/New

Copy To :- 1. MRUGESH S. PANCHAL B-2,Shri Siddhi Complex,Near Udpi Hotel,Goregaon East Mumbai-400063

- 2 Asst. Commissioner S Ward.
- 3 A.E.W.W. S.Ward,
- 4. Dy.A & C. Eastern Suburb
- 5. Chief Officer, M.B.R. & R. Board S Ward .
- 6. Designated Officer, Asstt. Engg. (B. & F.) S Ward,
- 7. The Collector of Mumbai



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C - 3

BRIHANMUMBAI MUNICIPAL CORPORATION OT

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANN

No P-9936/2022/(6)/S Ward/VIKHROLI-S/FCC/3/Amea n

COMMENCEMENT CERTIFICATE

To.
PRATIK JAIN OF RACEK INDUSTRIES PVT LTD
Plot Bearing C.T.S. No(S) 6 of Village Vikroli,
L.B.S. Road, Vikroli West, Mumbai, Maharashtra
situated in S. Ward.
Sir.

With reference to your application No. P-9936/2022/(6)/S Ward/VIKHROLI-S/FCC/3/Amend Dated. 03 Jan 2022 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 03 Jan 2022 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. 6 C.T.S. No. 6 Division / Village / Town Planning Scheme No. VIKHROLI-S situated at LBS Road Road / Street in S Ward Ward.

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

 The land vacated on consequence of the endorsement of the setback line/ road widening line shall form part of the public street.

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

 The Commencement Certificate/Development permission shall remain valid for from the date of its issue.

4. This permission does not entitle you to develop land which does not vest in you

This Commencement Certificate is renewable every year but such extended period exceed three years provided further that such lapse shall not bar any subsequent permission under section 44 of the Maharashtra Regional and Town Planning Acts

6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbail

- a. The Development work in respect of which permission is granted under this dertificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
- Any of the conditions subject to which the same is granted or any of the restrictions imposed by the 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. AE BP S&T 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 6/9/2023

Issue On . 07 Sep 2023

Valid Upto:

06 Sep 2023

P-9936/2022/(6)/S

Ward/VIKHROLI-S/CC/1/New

Remark

top of basement level, i.e. plinth of Wing-A,B and C as per approved IOD plans dated 21/06/2022

Approved By

Executive Engineer (BP) ES II

Executive Engineer

Issue On: 16 May 2023

Valid Upto:

15 May 2024

Application Number:

P-9936/2022/(6)/S

Ward/VIKHROLI-S/FCC/1/New

Remark

Fulli C.C. is granted for entire work of Residential cum commercial building comprising of 3 wings designated as Wine sidential & Wing C as commercial as per approved IOD plan dated 21.06.2022 subject to timely sidential & winen's compensation policy, SWM NOC and taking all sorts of precautions during

Approved By

AE BP S&T ward

Assistant Engineer (BP)

1000

Application Number

Valid Upto:

25 Oct 2024

P-9936/2022/(6)/S

Ward/VIKHROLI-S/FCC/1/Amend

Remark

Further C.C. for wing 'A' and Wing 'B' up to top of 10th floor and full C.C. for wing 'C' is granted as per approved amended plan dated 11.10.2023 by restricting C.C. of 11th and 12th floor of wing 'A' and 11th floor of wing 'B' for installment facility subject to timely renewal of B.G. SWM NOC, Workmen's compensation policy and taking all sorts of precautions during construction and for air pollution.

P-9936/2022/(6)/S Ward/VIKHROLI-S/FCC/3/Amend

Page 2 of 4 On 01-Jan-2025

Approved By

AE BP S&T Ward

Assistant Engineer (BP)

RORG

Issue On: 02 Sep 2024

Valid Upto:

01 Sep 2025

Application Number:

P-9936/2022/(6)/S

Ward/VIKHROLI-S/FCC/2/Amend

Remark

Further C.C. is granted upto 18th upper floor for Wing 'A' & 'B' and full C.C is granted for Wing 'C' as per last approved amended plan dated 09.08.2024 by restricting C.C. of 19th and 20th (part) floor of wing 'A' and wing 'B' for installment facility, subject to timely renewal of B.G, SWM NOC, Workmen's compensation policy and taking all sorts of precautions during construction and for air pollution.

Approved By AE BP S&T ward

Assistant Engineer (BP)

Issue On: 01 Jan 2025

Valid Upto:

06 Sep 2025

Application Number:

P-9936/2022/(6)/S

Ward/VIKHROLI-S/FCC/3/Amend

Remark:

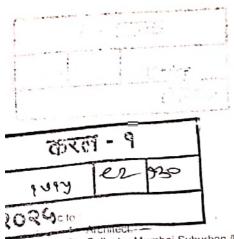
Full C.C. is granted for wing 'A' & 'B' as per amended approved plan dated 09.08.2024 subject to timely renewal of B G. SWM NOC. Workmen's compensation policy and taking all sorts of precautions during construction and for air pollution.



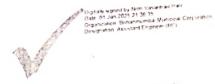
P-9936/2022/(6)/S Ward/VIKHROLI-S/FCC/3/Amend

Page 3 of 4 On 01-Jan-2025

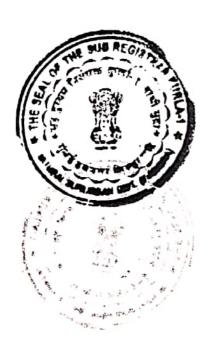
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Collector Mumbai Suburban /Mumbai District.

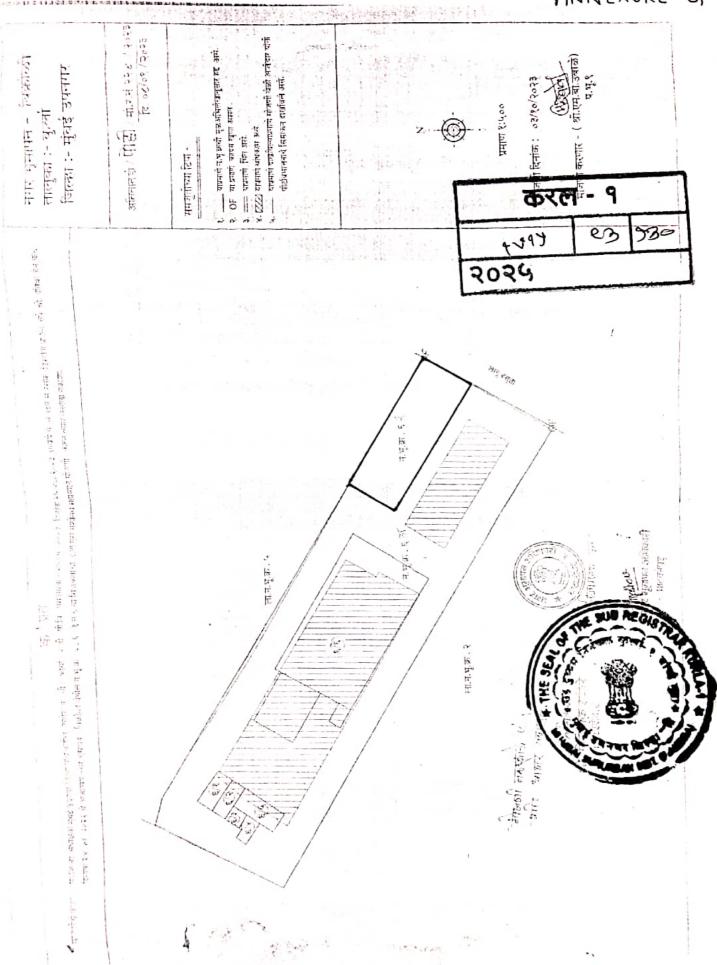


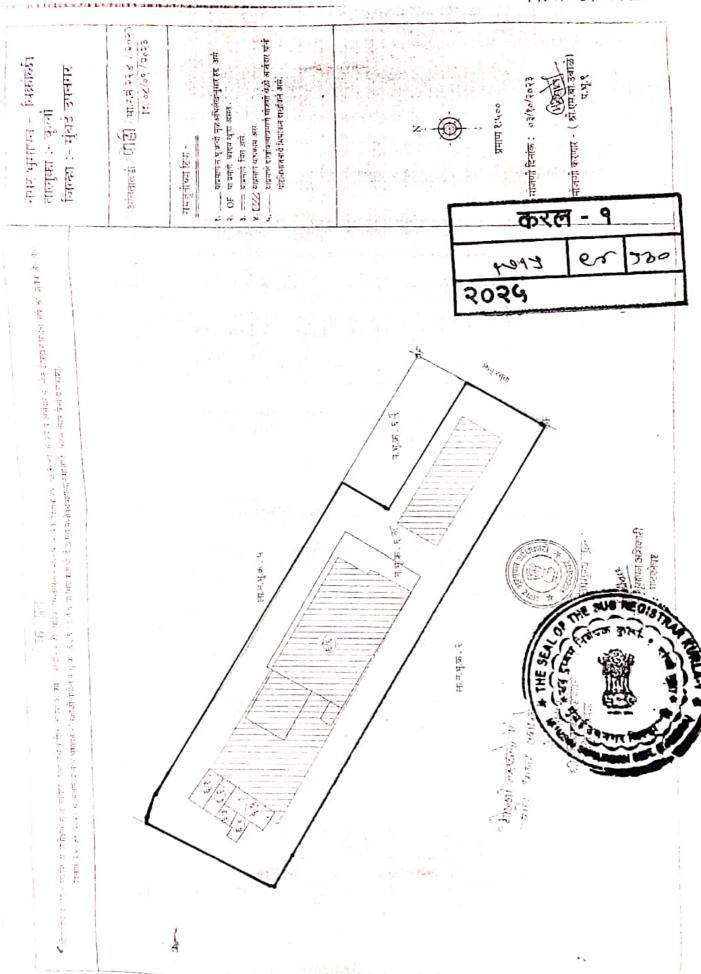
For and on behalf of Local Authority
Brihanmumbai Municipal Corporation
Assistant Engineer Building Proposal
Eastern Suburb S Ward Ward



P-9936/2022/(6)/S Ward/VIKHROLI-S/FCC/3/Amend

Page 4 of 4 On 01-Jan-2025







Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT

FORM 'C' [See rule 6(a)]

वर्ष - १

This registration is granted under section 5 of the Act to the following project under project regis

Project AIKYA ROOTS , Plot Bearing / CTS / Survey / Final Plot No.: 6 Suburban, 400079;

& QQ (Kurla, Kurla, Mumbai

- Racek Industries Pvt Ltd having its registered office / principal place of business at Tehsil. Mumbai City, District: Mumbai City, Pin: 400011.
- 2. This registration is granted subject to the following conditions, namely:-
 - The promoter shall enter into an agreement for sale with the allottees;
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017,
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;
 OR

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

 The Registration shall be valid for a period commencing from 11/10/2022 and ending with 30/06/2027 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.

The promoter shall comply with the provisions of the Act and the rules and regulations made there under:

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

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

Signature valid Digitally Signed by Dr. Vasant Premanand Prabnu (Secretary, MahaRERA) Date:11-10-2022 13:55:35

Dated 11/10/2022 Place: Mumbai Signature and seal of the Authorized Officer Maharashtra Real Estate Regulatory Authority

AMENITIES

Structure

Earthquake resistant RCC structure

Door

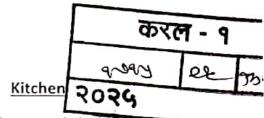
- Main Door-Hardwood/ Engineered door
 Frames, fire rated flush door
- Internal Doors & Toilet Doors-Hardwood/ Engineered door frames, flush door with laminate finish on both sides

Plastering Painting & Polishing

- Internal apartment walls finished with gypsum and acrylic emulsion paint
- Internal walls mix of RCC and block
 Masonry
- Exterior tower walls finished with textured paint

Flooring

- Vitrified tile flooring for living, dining, passages, kitchens and in all bedrooms.
- Rough textured tiles flooring in all baths



- Dado upto 2'0* above platform
- Granite platform

Electrical

- Concealed electrical wiring in a apartments with Earth Leakage protection
- Electrical points of branded modular switches and sockets of Anchor/Havells/GMI Indoasion or equivalent make
- Points for TV and Telephone Switches

Elevator

Made of kone/S Equivalent mak



> UPVC/ Aluminium, Sections

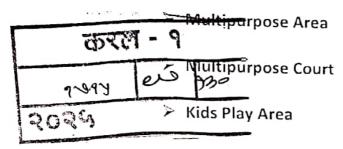
Toilet

- Sanitary ware in all toilets of Parryware/Jaguar/Cera/soncera or equivalent make
- CP fittings of American standard/Jaguar or equivalent make

Page 1 of 2

AMENITIES

- Swimming Pool
- Gymnasium



Jogging Track



319/1245 पावती Original/Duplicate Wednesday,January 18,2023 नोंदणी क्रं. :39म 12:48 PM Regn.:39M पावती क्रं.: 1346 दिनांक: 18/01/2023 गावाचे नाव: मलबार दस्तऐवजाचा अनुक्रमांक: बबङ्2-1245-2023 दस्तऐवजाचा प्रकार : पॉवर ऑफ ॲंटर्नी सादर करणाऱ्याचे नाव: ऐक्य रियल्टी प्रा. लि. चे संचालक प्रतिक शांतीलाल जैन नोंदणी फी **कार्यक - 9** दस्त हाताळणी फी पृष्ठांची संख्या: 22 एकूण: आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 1:05 PM ह्या वेळेस मिळेल. सह दुय्यम निबंधक, मुंबई-2

बाजार मुल्य: रु.१ /-मोबदला रु.०/-भरलेले मुद्रांक शुल्क : रु. 500/-

सह दुय्यम निखंधक मुंबई शहर क्र. २

1) देयकाचा प्रकार: DHC रक्कम: रु.४४०/-डीडी/धनादेश/पे ऑर्डर क्रमांक: 1801202304435 दिनांक: 18/01/2023 बँकेचे नाव व पत्ता: 2) देयकाचा प्रकार: eChallan रक्कम: रु.100/-डीडी/धनादेश/पे ऑर्डर क्रमांक: MH013805421202223E दिनांक: 18/01/2023 बँकेचे नाव व पत्ता:





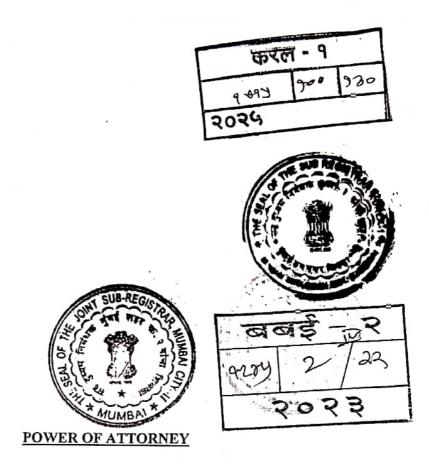
CHALLAN MTR Form Number-6



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			PAN No.(If Appli	icable)			
Office Name BOM2_JT S	UB REGISTRA MUMBAI CI	TY 2	Full Name		PRATIK SHANTILAL JA	IN AND O	THERS
Location MUMBAI		129					
Year 2022-2023	One Time	2/	Flat/Block No.		Alkya Signature 1902		
Account H	ead Details	Amount In Rs.	Premises/Build	ing	3 -	f	
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Page 1/1

Print Date 16-01-2023 03:32:50



TO ALL TO WHOM THESE PRESENTS SHALL COME, I, MR. PRATIK SHANTILAL JAIN having address at Aikya Signature, 1902, 19th Floor, Sleater Road, Grant Road West Mumbai 400 007, Director of AIKYA REALTY PVT LTD a Company duly registered under the Companies Act, 1956 & RACEK INDUSTRIES PVT. LTD., a Company duly registered under the Companies Act, 1913 both companies having its office at. 213, 2nd Floor, Turf Estate, Shakti Mill Lane, Mahalaxmi, Mumbai - 400 011, do hereby SEND GREETINGS;

Ham

Page 1 of 5

WHEREAS:

WHEREAS I am the owner and carrying on business interalia as of Builder and Developer/Promoter and as incidental to our business I am constructing various building on land plot of land bearing a) C.T.S. No.6, 6/1, 6/2, 6/3, 6/4, 6/5, 6/6 of Village Vikhroli, L.B.S. Road, Vikhroli (West), Mumbai and b) C.S.No.1E/659 of Malabar Hill Division at Gamadia Colony Road in 'D' Ward, Mumbai and entering into and executing diverse Agreements/Deeds, Agreement for sale/Sale Dead, Deed of Assignment, Lease/Leave and license agreement, Undertaking, Affidavit, Declaration, Agreement, Conveyance/ Re-conveyance, Confirmation, Rectification & Cancellation Deed of flats /shops/ parking space/garage etc. with various persons and authorities:

AND WHEREAS it is not possible for me due to our business commitments to appear before the Sub-Registrar of Assurances, Mumbai personally for admission appear before the Sub-Registrar of Assurances, Mumbai personally for admission appear before the Sub-Registrar of Assurances, Mumbai personally for admission appear before the Sub-Registrar of Assurances, Mumbai personally for admission of the said diverse Agreements/Deeds, Agreement plot sales also be sales and license agreement, Edindertaking, Africanit, Declaration, Agreement, Conveyance/ Re-conveyance, Confirmation, Rectification & Cancellation Deed or any other documents already executed by me hereinafter.

NOW KNOW ALL YE MEN THAT BY THESE PRESENTS

I, MANUAL JAIN Director of AIKYA REALTY PVT LTD

RACEK INDESTRIES PVT. LTD., do hereby nominate, constitute and aposint MIR. KAPIL SHARMA, 2) MR. HARKISHAN BHAVSAR & 3)

MR. YOGESH KOT, resident of Mumbai to be my true and lawful attorney for manual in our paners and on our behalf (jointly or severally) to do or cause to be done all or any of the following acts, deeds, matters and things that is to say:

92 3 22 925 3 22 2023

1. To admit the execution of the Agreements/Deeds, Agreement for sale/Sale Deed, Deed of Assignment, Lease/Leave and license-agreement, Undertaking, Affidavit, Declaration, Agreement, Conveyance/ Re-conveyance, Confirmation, Rectification & Cancellation Deed or any other documents already executed by me and/or to be executed by me hereinafter.

2. To present the abovementioned various documents before the purpose of registration of the same and to do all acts that are necessary for effectively registering the said documents.

- To receive on my behalf and for us document or documents from the Sub-Registrar after registration and to give proper receipts and discharge for the same.
- To appear before any Court or Authority for the purpose of any matter rethe registration declaration of value or any other proceedings connected same.

I do hereby ratify and confirm that all acts, deeds and things done attorney shall be deemed to have been acts, deeds and things done personally and I undertake to ratify and confirm all and whatsoever that our said attorney shall lawfully do or cause to be done for us by virtue of the pour given.

Jan .

रावई <u>।</u> २/२० १०२३

Page 3 of 5

Janavary, 2023.	
SIGNED, SEALED AND DELIVERED)
by the withinnamed)
MR.PRATIK SHANTILAL JAIN)
OF ALKYA REALTH PVT. UTD	
or AIKYA REALTY PVT. LTD	
DIRECTOR	
9-31 903 930	
250	
Director of)
AIKYA REALTY PVT LTD)
	· -
MR. PRATIK SHANTILAL JAIN	
	-
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DIRECTOR	
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SUB-REGISTRA	
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RACEKADO USTRIES PVT LTD)
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4/22	

1) MR. KAPIL SHARMA, EPEP 2) MR. HARKISHAN BHAVSAR & 3) MR. YOGESH KOLI (1) Sighal りこすり

Page 5 of 5



MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS:

PLACE :- Mumbai

DATE :- 15/01/2021

TIME: - 2 P.M. 5-97 730

BE AND IT IS HEREBY resolved that the company has agreed to acquire from the Owner, M/S SUN CONSTRUCTIONS property being all that piece or parcel of land bearing Cadastral Survey No. 1E/659 of Malabar Division in the Registration District and Sub-District of the Island City of Municipality admeasuring 650 sq. yards equivalent to 543.48 sq. mtrs. along with structure thereon and assessed by Bombay Municipality under "D" Ward No. Di36 Tollying, being and situate at Gamadia Colony, Tardeo, Mumbar 400 007

the company be and hereby authorized, on behalf of the company be and hereby authorized, on behalf of the company severally to do all acts, deeds, matters and things as deem to and to sign and execute all necessary documents including the Deed of Conveyance, MOU'S Agreement for Paring Accommodation, Transfer Deed, Indemnity, Powers of Attornal

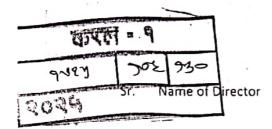
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letters, attornment letters, escrow letters, Declarations on Title for and on behalf of the company etc., as may be required for effectively completing the transaction of acquisition of the property.

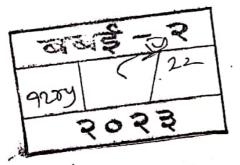
RESOLVED further that the said Mr. Shantilal Jain and Mr. Pratik Jain be and are hereby authorised to jointly and/or severally appoint Advocates & Solicitors and to sign necessary documents Writs/ Affidavits/ Suits and otherwise deal with stamp authorities and registration authorities and also appear in the Court of Law to file necessary Writs/Suits etc from time to time as required.



No. Remained present in the meeting

Signature





For Air-Sayl Char

RACEK INDUSTRIES PRIVATE LIMITED CIN: U29301MH1955PTC009564

TEU1/0213, FLOOR-2, PLOT- CS 3116, TURF ESTATE, DR E MOSES ROAD, SHAKTI MILL LANE, JACOB CIRCLE, MUMBAI- 400011. MAHARASHTRA, CONTACT NO-24965495, EMAIL ADDRESS- info@aikyarealty.com

MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS:

PLACE :- Mumbai

DATE : 22/06/2022

करल - १ १०२५ ५०० ७३० २०२५

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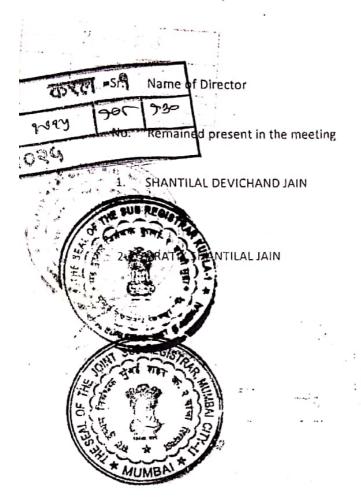
BE AND IT IS HEREBY resolved that the company A INDUSTRIES PVT LTD is the Owner of property bearing all that pieces land on Plot Bearing C.T.S. No(S) 6 of Village Vikhroli, L.B.S. Road, Vik Mumbai, Maharashtra situated in S Ward.

the company be and hereby authorized, on behalf of the company joint severally to do all acts, deeds, matters and things as deemed secress and to sign and execute all necessary documents including Agree and to sign and execute all necessary documents including Agree and to sign and execute all necessary documents including Agree and to sign and execute all necessary documents including Agree and secretary and to sign and execute all necessary documents including Agree and secretary and to sign and execute all necessary documents including Agree and secretary and to sign and execute all necessary documents including Agree and to sign and execute all necessary documents including Agree and to sign and execute all necessary documents including Agree and to sign and execute all necessary documents including Agree and to sign and execute all necessary documents including Agree and to sign and execute all necessary documents including Agree and to sign and execute all necessary documents including Agree and to sign and execute all necessary documents including Agree and to sign and execute all necessary documents including Agree and to sign and execute all necessary documents including Agree and to sign and execute all necessary documents including Agree and to sign and execute all necessary documents including Agree and to sign and execute all necessary documents including Agree and to sign and execute all necessary documents including Agree and to sign and execute all necessary documents including Agree and to sign and execute all necessary documents including Agree and the sign and to sign and execute all necessary documents including Agree and the sign and

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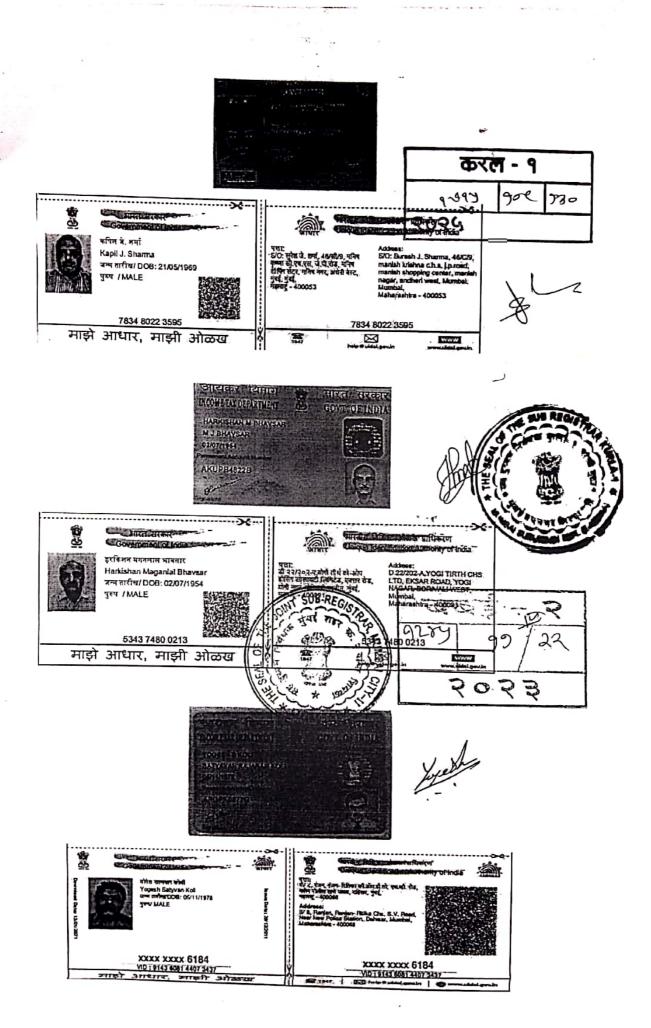
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Signature

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आयकर विभाग INCOME TAX DEPARTMENT



भारत सरकार GOVT OF INDIA

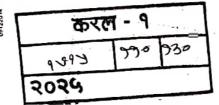




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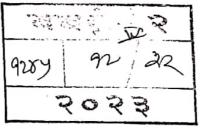




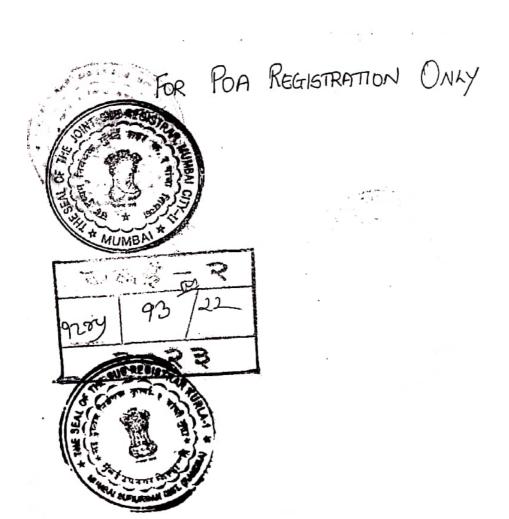
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PRATIK SHANTILAL JAIN
SHANTILAL DEVICHAND JAIN
26/11/1986

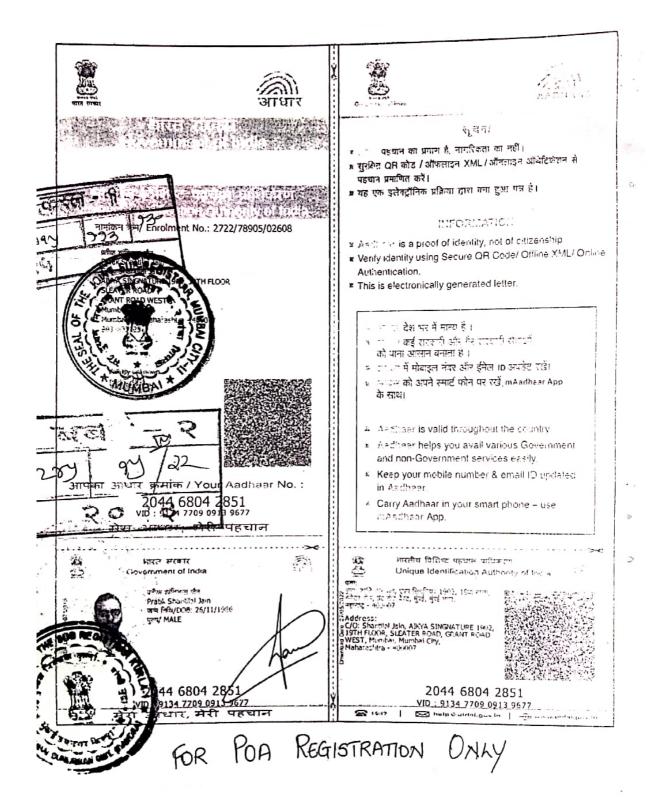
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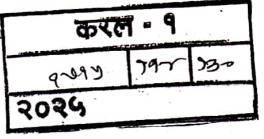


भारतीय विशिष्ट ओक्स प्राधिकरण

भारत सरकार

Government of India

नोदणी क्रमांक/Enrolment No.: 1007/20021/26280



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अधार – सामान्य माणसाचा अधिकार

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भारत सरकार GOVERNMENT OF INDIA

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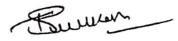


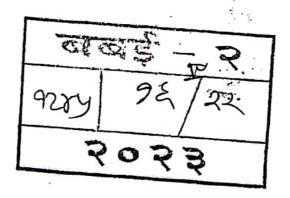
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अवार - सामान्य माणसाचा अधिकार







न भारत सरकार . Government of India



haus Date: 17/03/2013



विशाल सुनिल बैठा Vishal Sunil Baitha जन्म तारीख/DOB: 04/08/2004 पुरुष/ MALE Mob.: 9967516122

5103 1477 6202 <u>VID: 9148 5340 4669 9946</u> आधार, माझी ओळख

करल - १ 6500 २०२५



भारतीय विशिष्ट ओळळ प्राधिकरण ·Unique Identification Authority of India



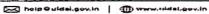
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SAddress: ¿C/O: Sunil Baitha, 77 A Markandeshwar ¿Nagar, Dr. Annie Bezant Road, Behind ¿Poonam Chamber, Mumbai, Mumbai City, ¿Maharashtra - 400018

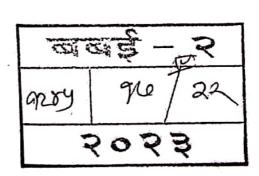


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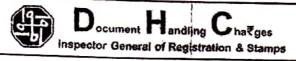
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CHALLAN MTR Form Number-6



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Department Inspector General Of Reg	Payer Details						
Stamp Duty		TAX ID / TAN (II	Апу)				
Type of Payment Registration Fee	PAN No.(If Appli	cable)	1004 100				
Office Name BOM2_JT SUB REGISTE	A MUMBAI CITY 2	Full Name	PI	PATIK SHANTUAN	IN AND OTHERS		
Location MUMBAI			_s.	२०२५			
Year 2022-2023 One Time		Flat/Block No.	Ai	kya Signature 1902			
Account Head Details	Amount In Rs	. Premises/Build	ing				
0030045501 Stamp Duty	500.0	Road/Street	SI	eater Road	,		
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Name of Branch		Scroll No. , Date		1 , 17/01/2023			
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2 (iS)-319-1245		10/01/2023		IGR183	100.00		
	0006901962202223	18/01/2023-1	2:47:28	IGR183	500.00		

Print Date 18-01-2023 12:49:32



Receipt of Document Handling Charges

PRN 1801202304435

Receipt Date

18/01/2023

Received from PRATIK SHANTILAL JAIN AND OTHERS, Mobile number 0000000000, an amount of Rs.440/-, towards Document Handling Charges Document to be registered on Document No. 1245 dated 18/01/2023 at the Sub-Registrar office Joint S.R. Mumbai City 2 of the District Mumbai Listing

DEFACED 9917

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₹ 440 २०२

Payment Details

Bank Name	PUNB	Payment Date	18/01/2023	
Bank CIN	10004152023011804052	REF No.	5106033014	
Deface No	1801202304435D	Deface Date	18/01/2023	

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



319/1245

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दस्त गोषवारा भाग-1

बबड़2 हिंद स्त क्रमांक: 1245/2023 2-0

दस्त क्रमांक: बंबइ2 /1245/2023

बाजार मुल्यः रु. 01/-

मोबदला: रु. 00/-

भरलेले मुद्रांक शुल्क: रु.500/-

दु. नि. सह. दु. नि. बबइ2 यांचे कार्यालयात ^{*}अ. क्रं. 1245 वर दि.18-01-2023 रोजी 12:43 म.नं. वा. हजर केला.

पावती:1346

पावती दिनांक: 18/01/2023

सादरकरणाराचे नाव: ऐक्य रियल्टी प्रा. ति. चे संचालक प्रतिक शांतीलाल जैन

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एकुण: 540.00

दस्त हजर करणाऱ्याची सही:

कृत्वाचार सहस्युधिंभगमिर्द्धभेक

मुंबई शहर क्र. २ दस्ताचा प्रकार: पॉवर ऑफ ॲंटर्नी 1 1 1 1

सह इंदुर्यमं भन्न वर्षके

🎍 मुंबई शहर क्र. २

ुमुद्रांक शुल्कः a जेव्हा तो प्रर्तिफलार्थ देण्यात आलेला असून@ त्यामुळे कोणतीही स्थावर मालमत्ता विकण्याचा प्राधिकार मिळत असेल तेव्हा शिक्का क्र. 1 18 / 01 / 2023 12 : 43 : 42 PM ची वेळ: (सादरीकरण)

¿शिक्का क्रं. 2 18 / 01 / 2023 12 : 45 : 34 PM ची वेळ: (फी)

प्रतिज्ञापञ

*सदर दलऐवज हा नोंदभी वायदा १९०८ अंतर्गत असलेल्या तरतुरीनुसारच नोंदणीस दाखल केलेला आहे. ' दश्यतंत्र संपूर्ण पणकुर, निषादक व्यवती, साधीदार च सोवत जोडलेखा कायदार्वाचे राष्ट्रण तमासक्ती आहे, ' दश्याची सत्यता, वैषता कायदेशीर दाष्ट्रीसाठी यात निष्कादक व कपुलीधारक हे संपूर्णपणे जवाबदार सहतील.

विद्व देणारे :

लिहून घेणारे:

SEAL OF THE SEAL O



पक्षकाराचे नाव व पत्ता

गेड न 3, महाराष्ट्र, मुम्बई, पैन नेबर:AAVPS0892H

नाव:कपिल जे. शर्मा

दम्त गोपवारा भाग-2

दस्त क्रमांक:1245/2023

करल - १

दम्त क्रनांक :यबड2/1245/2023 दम्नाचा प्रकार :-पॉवर ऑफ ॲंटर्नी

> -मॉवर ऑफ़ अटॉर्नी होल्डर

स्रायाचित्रे ७१७

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नाव:हरकिशन एम, भावसार पना:प्लॉट नं: 101, माळा नं: 1 ला मजला, इमारतीचे नाव: श्री वल्लभ रेमिइन्सी, ब्लॉक नं: बोरीबली पूर्व , रोड नं: दौलत नगर, गेड नं 3, महागष्ट्र, मुम्बई, पॅन नंबर:AKUPB4822B

पना:प्नॉट नं: 101, माळा नं: 1 ला मजला, इमारतीचे नाव: श्री

वल्लभ रेसिडेन्सी, ब्लॉक नं: बोरीवली पूर्व , रोड नं: दौलन नगर,

पाँवर ऑफ़ अटोंनी होल्हर वय :-68 स्वाक्षरी पॉवर ऑफ़ अटॉर्नी





नाब:योगेश एस. कोळी पत्ता:प्लॉट नं: 101, माळा नं: 1 ला मजला, इमारतीचे नाव: श्री वन्तभ रेमिडेर्ना, ब्लॉक नं: बोरीवली पूर्व , रोड नं: दौलन नगर, गेड नं 3 , महाराष्ट्र, मुम्बई, पॅन नवर:APGPK0877G

होल्डर वय :-43





नाव:ऐक्य रियल्टी प्रा. लि. चे संचालक प्रतिक शांतीलाल जैन पत्ताःप्लॉट नं: 213, माळा नं: 2 रा मजला, इमारतीचे नाव: टर्फ एम्टेट , ब्लॉक नं: महालक्ष्मी, मुंबई , रोड नं: शक्ती निल लेन, महाराष्ट्र, मुम्बई, पैन नंबर:AANCA0462C

बुलमुखत्यार देणार वय:-36 स्वाक्षरी:-





नाव:रासेक इंडम्ट्रीम प्रा.लि. चे संचालक प्रतिक शांतीलाल जैन पना:प्लॉट नं: 213, माळा नं: 2 रा मजला, इमारतीचे नाव: टर्फ एम्टेट , ब्लॉक नं: महालक्ष्मी, मुंबई , रोड नं: शक्ती मिल लेन, महाराष्ट्र, मुम्बई. पॅन नवर:AAACR2187G

कुलमुखत्यार देणार वय:-36 म्बाक्षरी:







🛡 रील दस्तुऐवज करूत देणार तथाकथीत। पांवर ऑफ अंटर्नी चा दस्त ऐवज करून दिल्याचे कबुल करतात. शिक्का क.3 ची बेळ:18 / 01 / 2023 12 : 57 : 41 PM

ओळख:-खालील इसम असे निवंदीत करतात की ते दस्ताएवज करन देणा-यानां व्यक्तीशः ओळखनात, व त्यांची ओळख पटवितात

अन् क. पक्षकाराचे नाव व पना

नाव:मुनील नुगळकर वय:45 पत्ता:रूम नं 365, गेट न 1, महात्मा ज्योतीया फुले नगर, मायन ट्रोम्बं रोड, चनाभद्रीरोड पूर्व, मुंबई पिन कोइ:400022



छायाचित्र



नाव:विशालकुमार मुनील वैठा पत्ता:312, मार्कनदेश्वर नगर, डॉ. एन्नी वेमंट रोड, बरळी, मुंबई पिन कोइ:400018





शिक्का क्र.4 ची वेळ:18 / 01 / 2023 12 : 58 : 48 PM

मुंबई शहर क्र. २

प्रमाणित करणेत येते की दस्तामध्ये एकूण.....पाने आहेत. पुस्तक क्र. 📆 मध्ये अ.क्र. बबई-२/रे... 🕻 २०२३ नोंदलां (1 8 JAN 2023 दिनांक

सह. दुय्यम निबंधक, मुंबई शहर क्र. २

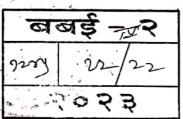
Payn	nent Details.							Deface
5r.	Purchaser	Туре	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Date
: 1	PRATIK SHANTILAL JAIN AND OTHERS	eChallan	03006172023011600825	MH013805421202223E	500.00	SD	00069018022022	
2	OTTLETO	DHC		1801202304435	440	RF	1801202304435D	18/01/2023
3	PRATIK SHANTILAL JAIN AND OTHERS	eChallan		MH013805421202223E	100	RF	0006901952202223	18/01/2023

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

1245 /2023









घोषणापत्र

(44)	j					
करत	7 - 9					
tperp	973	930				
२०२५ - पांचे कार् चाल्यात -						

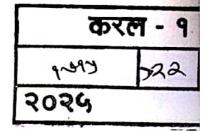
मी, कपिल शर्मा याद्वारे घोषित करतो की दुय्यम निबंधक कुर्ल — यांचे कार्यालयात करारनामा या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. रासेक इंडस्ट्रीइस प्रा.लि. चे संचालक प्रतिक शांतीलाल जैन यांनी दि. 18/01/2023 रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे! निष्पादित करून कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबंदल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपयोक्त कृती करण्यास पूर्णता सक्षम आहे सदरचे कथन चुकीचे आढळून आल्यास नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहीन यांची मला जाणीव आहे.

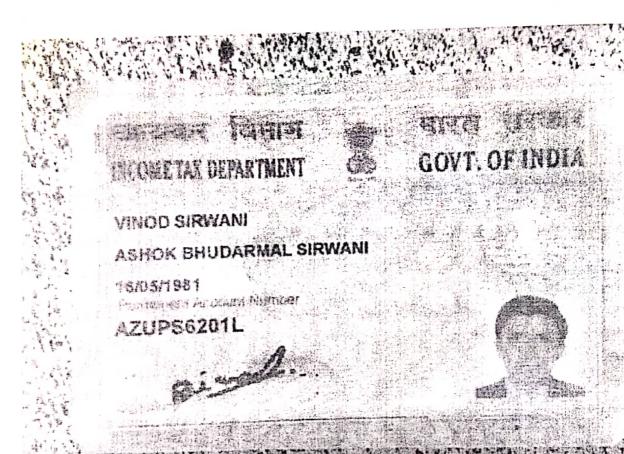
दिनांक : १९(1/2625

4

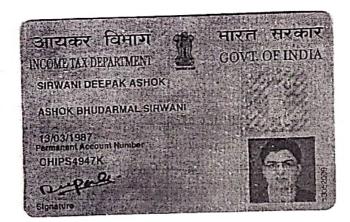
कुलमुखत्यारपत्र धारकाचे नाव व सही





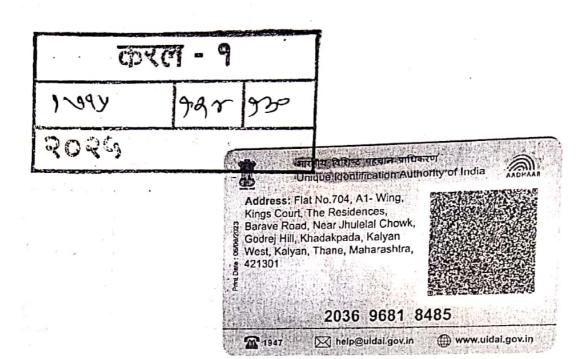






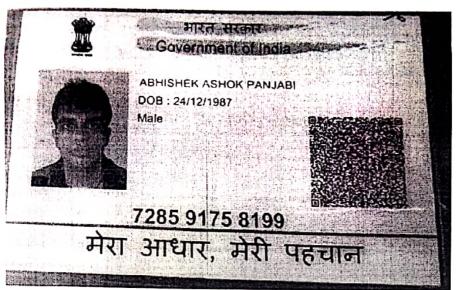
expale.

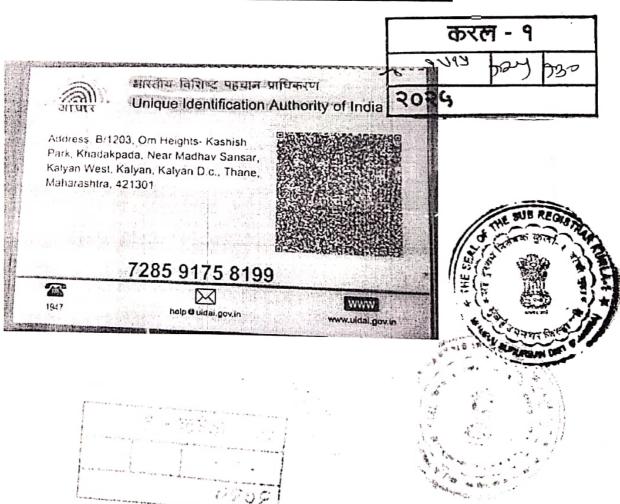




हस कार्ड क कार्न । पाने कर क्यार स्थित करें । लोकाएं । अध्यक्त पेन सेवा दकतें । पत पस दी पत तीतारी मंत्रील, शामारण देशतें सेनेद देशफोन एक्यांज के नकतिकें हानेद पूर्व 2 411 045 If the card it los symmetrie's first card is jound, plants offern symmetrie Unit, NSDL Inform '154 PAN Samues Unit, NSDL Ind Floor Supphere Chambers, Near Banker Telephone Exchange, Baner, Pune = 411 045



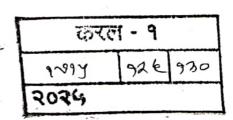








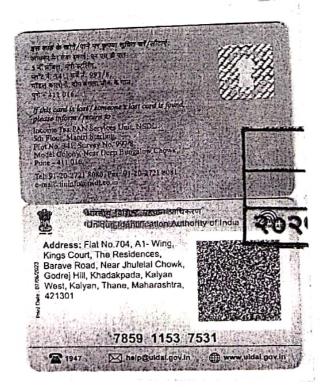








lisher !!





दस्त गोषवारा भाग-1

करल1

दस्त क्रमांक: 1715/2025

दस्त क्रमांक: करल1 /1715/2025

बाजार मुल्य: रु. 1,28,28,847/-

मोबदला: रु. 1,43,08,518/-

भरलेले मुद्रांक शुल्क: रु.8,58,600/-

दु. नि. सह. दु. नि. करल1 यांचे कार्यालयात

अ. फ्रं. 1715 वर दि.19-01-2025

रोजी 11:14 म.पू. वा. हजर केला.

पावती:1953

पावती दिनांक: 19/01/2025

सादरकरणाराचे नाव: ईशा दिपक सिरवानी

नोंदणी फी

₹. 30000.00

दस्त हाताळणी फी

₹. 2600.00

पृष्टांची संख्या: 130

दस्त हजर करणाऱ्याची सही:

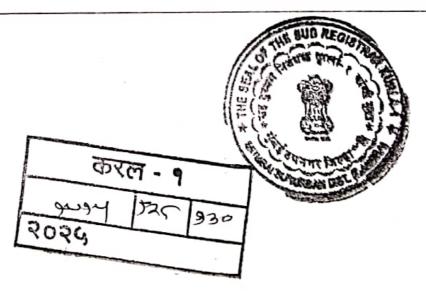
एकुण: 32600.00

दस्ताचा प्रकार: करारनामा

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

शिक्का क्रं. 1 19 / 01 / 2025 11 : 14 : 23 AM ची वेळ: (सादरीकरण)

शिक्षा क्रं. 2 19 / 01 / 2025 11 : 15 : 16 AM ची वेळ: (फी)



दस्त गोषवारा भाग-2

करल1

दस्त क्रमांक:1715/2025

दस्त क्रमांक :करल1/1715/2025 दस्ताचा प्रकार :-करारनामा

पक्षकाराचे नाव व पत्ता अनु क्र.

नाव:रामेक इंडस्ट्रीइस प्रा.लि. चे संचालक प्रतिक शांतीलाल जैन तर्फे लिहून देणार मुखत्यार कपिल शर्मा पत्ता:प्लॉट नं: 213, माळा नं: 2 रा मजला, इमारतीचे नाव: टर्फ एस्टेट, ब्लॉक नं: महालक्ष्मी, मुंबई, रोड नं: शक्ती मिल लेन, महाराष्ट्र, मुम्बई. पैन नंबर:AAACR2187G

नाव:ईशा दिपक सिरवानी 2 पत्ता:प्लॉट नं: 704, ए 1 विंग, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: कल्याण पश्चिम , रोड नं: किंग्स कोर्ट, द रेसिडन्स, वारावे रोड झुलेलाल चौक गोदरेज हिल खडकपाडा , महाराष्ट्र, ठाणे. पॅन नंबर:AZRPP2467L

नाव:दिपक अशोक सिरवानी पत्ता:प्लॉट नं: 704, ए 1 विंग, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: कल्याण पश्चिम, रोड नं: किंग्स कोर्ट, द रेसिडन्स, बारावे रोड झुलेलाल चौक गोदरेज हिल खडकपाडा , महाराष्ट्र, ठाणे. पॅन नंबर:CHIPS4947K

पक्षकाराचा प्रकार

वय :-स्वाक्षरी:-

लिहून घेणार वय :-38 स्वाक्षरी:-

लिहून घेणार वय :-37 स्वाक्षरी:-

स्वाक्षरी

छायाचित्र







ठसा प्रमाणित







वरील दस्तऐवज करुन देणार तथाकथीत करारनामा चा दस्त ऐवज करुन दिल्याचे कबुल करतात. शिक्का क्र.3 ची वेळ:19 / 01 / 2025 11 : 17 : 17 AM

खालील इसम असे निवेदीत करतात की ते दस्ताऐवज करून देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनुक्र. पक्षकाराचे नाव व पत्ता

नाव:अभिषेक अशोक पंजाबी वय:37 पत्ता:बी 203 ओम हाईट्स कशिश पार्क कल्याण पश्चिम पिन कोड:421301

नाव:विनोद अशोक सिरवानी पत्ता:बी 204 साई दर्शन अपार्टमेंट उल्हासनगर 3 ठाणे पिन कोड:421002

द्यायाचित्र



ठसा प्रमाणित





शिक्का क्र.4 ची वेळ:19 / 01 / 2025 11:17:51 AM

शिक्का क्र.5 ची वेळ:19-01 / 2025 11 : 17 : 57 AM नोंदणी पुस्तक 1 मध्ये

कुर्ला-१ (वर्ग-२)



Payment Details.

ayı	ayment betails.							
sr.	Purchaser	Туре	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	EISHA DEEPAK SIRWANI	eChallan	02003942025011800262	MH014562128202425E	858600.00	SD	0008046867202425	19/01/2025
2	3	DHC		0125189702591	600	RF	0125189702591D	19/01/2025
3		DHC		0125186602360	2000	RF	0125186602360D	19/01/2025
4	EISHA DEEPAK SIRWANI	eChallan		MH014562128202425E	30000	RF	0008046867202425	19/01/2025

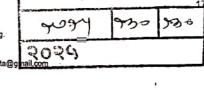
[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

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15 /2025



प्रमाणित करण्यात येते कि या दस्तामध्ये एकूण जिल्हार त्रीस प्रमाने आहे. करल-१/ १८२५ /२०२५ पुस्तक क्रमांक १ क्रमांकावर नोंदला दिनांक १८/०९/२०२५

सुं.भा. म्हैसने सह. दुय्यम निबंधक, कुर्ला-१ मुंबई उपनगर जिल्हा