

L220

Balaji Hospital

Visit

**WHITE CITY**  
KANDIVALI (E)

**AGREEMENT FOR SALE**

**Rajesh**   
**LifeSpaces**  
Crafting spaces creating spaces

367/8280

पावती

Original/Duplicate

Thursday, August 02, 2018  
10:27 AM

नोंदणी क्र. : 39म  
Regn. 39M

पावती क्र. 9114 दिनांक: 02/08/2018

गावाचे नाव: आकुली  
दस्तावेजाचा अनुक्रमांक: बरल-7-8280-2018  
दस्तावेजाचा प्रकार: करारनामा  
सादर करणाऱ्याचे नाव: श्वेता शर्मा

नोंदणी फी  
दस्त हाताळणी फी  
पृष्ठांची संख्या: 130

रु. 30000.00  
रु. 2600.00

एकूण:

रु. 32600.00

आपणास मूळ दस्त, धंबनेल प्रिंट, सूची-२ अंदाजे  
10:30 AM ह्या वेळेस मिळेल.

सह दु. नि. का-बोरीवली 2

बाजार मूल्य: रु. 8466398,325/-  
मोबदला रु. 8518605/-  
भरलेले मुद्रांक शुल्क : रु. 426000/-

सह दु. नि. का-बोरीवली क्र. १,  
मुदई उपनगर जिल्हा,

REGISTRATION DOCUMENT  
DELIVERED ON 21/02/2018

- 1) देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: रु. 30000/-  
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH011116676201718R दिनांक: 27/02/2018  
बँकेचे नाव व पत्ता: Panjab National Bank
- 2) देयकाचा प्रकार: By Cash रक्कम: रु. 2600/-

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punjab national bank

e-Stamp [ Simple Receipt ] Offline Payment Receipt

Branch Name	: CHARKOP(9867)		
Challan Number	: MBST23021850263	GRAS GRN	: MHD11116676201718R
PaymentDate	: 27/02/2018 09:27:11 AM	Bank Txn ID	: 270218M2252
District	: 7101-MUMBAI	Office Name	: IGR191-BRL2_JT SUB REGISTRAR BORIVALI 2
Stamp Duty	: 0030045501-75		
Amount	: 426000.00		
Registration Fees	: 0030063301-70		
Amount	: 30000.00		
<b>Total Amount</b>	<b>: 456000.00</b>		
Duty Payer Name	: SHWETA SHARMA AND SHASHI B SHARMA	Duty Payer ID	: PAN-APCP59322N
Duty Payer Mob No	: +91-9820114761		
Article Code	: B25-Agreement to sale/Transfer/Assignment		
Movability	: Immovable	Consideration Amount	: 8518605.00
Prop Descr	: FLAT NO1508,15TH FLOOR,WHITE CITY,AKURLI ROAD,KANDIVALI EAST, Maharashtra 400101		
Property Area	: 486.00 sq.feet		
Other Party Name	: RAJESH REAL ESTATE DEVELOPERS PVT LTD	Other Party ID	: PAN-AADCR7809N

Print Receipt



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**Data of Bank Receipt for GRN MH011116676201718R**  
**Bank - PUNJAB NATIONAL BANK**

Bank/Branch :  
 Pmt Txn id : 270218M2252 Simple Receipt  
 Pmt DtTime : 27/02/2018 09:27:11 Print DtTime  
 ChallanIdNo : 03006172018022350263 GRAS GRN : MH011116676201718R  
 Distric : 7101 / MUMBAI GRN Date : 27/02/2018 10:03:49  
 Office Name : IGR191 / BRL2\_JT SUB REGISTRAR BORIVALI 2

StDuty Schm : 0030045501-75/ Stamp Duty(Bank Portal)  
 StDuty Amt : Rs 4,26,000.00/- (Rs Four Lakh Twenty Six Thousand Rupees Only)

RgnFee Schm : 0030063301-70 / Registration Fee  
 RgnFee Amt : Rs 30,000.00/- (Rs Thirty Thousand Rupees Only)

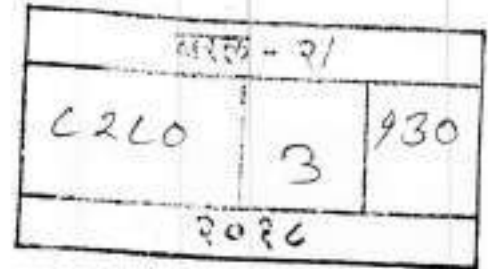
**Only for verification not to be printed and used**

Article : B25  
 Prop Mvblty : Immovable Consideration : 65,18,605.00/-  
 Prop Descr : FLAT NO1508,15TH FLOOR,WHITE CITY,AKURLI ROAD , KANDIVALI EAST  
 : Maharashtra  
 : 400101  
 Duty Payor : PAN-APCPS9322N SHWETA SHARMA AND SHASHI B SHARMA  
 Other Party : PAN-AADCR7809N RAJESH REAL ESTATE DEVELOPERS PVT LTD



Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1	(S)-357-8280	0002419541201819	02/08/2018-10:22:32	IGR191	30000.00
2	(S)-357-8280	0002419541201819	02/08/2018-10:22:32	IGR191	426000.00
<b>Total Defacement Amount</b>					<b>4,56,000.00</b>





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**AGREEMENT FOR SALE**

*Handwritten:*  
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Shweta  
Bhushan

THIS AGREEMENT is made and entered into at Mumbai this 2<sup>ND</sup> day of AUGUST Two Thousand and EIGHTEEN BETWEEN **Rajesh Real Estate Developers Private Limited**, a Company registered under the provisions of the Companies Act, 1956, having its registered office at 139, Seksaria Chambers, 2<sup>nd</sup> floor, Nagindas Master Road, Fort, Mumbai 400 023, hereinafter referred to as **"the Promoters/Developers"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the First Part.

**AND**

**Mrs. Shweta Sharma & Mr. Shashi Bhushan Sharma** Adult/s Indian Inhabitant/s of Mumbai/ a partnership firm/a company residing at **1A/702, Green Meadows, Lokhandwala Complex, Kandivali (E), Mumbai - 400101** hereinafter referred to as **"the Allottee/s"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors and administrators/the partners or partner for the time being constituting the said firm, survivors or survivor of them, their heirs, executors and administrators of such survivor/its successors and assigns) of the Second Part.

*Handwritten:* Shweta

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*Handwritten:* RHP

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I. **DEVOLUTION OF TITLE:**

- I. Mahindra & Mahindra Limited was seized and possessed of and/or otherwise well and sufficiently entitled to *inter alia* all those piece or parcel of land or ground being Plot No. 4, Survey No. 85, 86, 87 (part) corresponding to CTS No. 174-C of Village Akurli, Taluka Borivali and containing by admeasuring 46086.51 sq.mtrs or thereabouts, situated at Kandivali (East), Mumbai 400 101, hereafter "Said Larger Property", pursuant to the Conveyance dated 09.02.1962, between Pratapsingh Mathurdas Visanji & Ors, the then Trustees of Bombay Gowrakshak Mandali, a Society registered under the Societies Registration Act, 1860, and executed in favour of Mahindra & Mahindra Ltd. and registered with the Sub-Registrar of Assurances at Bombay under Serial No. 818 of Book No. 1. The Said Larger Property is more particularly described in the First Schedule hereunder written.



Mahindra & Mahindra sold, transferred and conveyed the Said Larger property to Otis Elevator Company vide a Conveyance dated 31.12.1973 and the same is registered with the Sub-Registrar of Assurances under Serial No. BOM-

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Vide an Indenture of Conveyance dated 1<sup>st</sup> December 2005, which is registered with the Sub-Registrar of Assurances under Serial No. BDR-5/8193 of 2005 executed by and between Otis Elevator Company, therein referred to as the 'Vendors' and one United White Metal Limited, a Company incorporated and registered under the provisions of the Companies Act, 1956, therein referred to as the 'Purchasers', the Vendors therein sold, transferred and conveyed the said Larger Property unto and in favour of the Purchasers therein, at and for a consideration and on the terms and conditions therein contained.

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IV. Vide a Development Agreement made and entered into at Mumbai dated 20<sup>th</sup> December, 2007 by and between United White Metal Limited, therein referred to as the 'Owners' and Rajesh Estates and Nirman Limited, therein referred to as the 'Developers', the Owners therein granted the development rights to the Developers therein to develop the said Larger Property by constructing buildings thereon by utilising FSI of 2,00,000 Sq. Ft. with a right to load TDR to the extent of 1,15,000 Sq. Ft. and on the terms and conditions as more particularly set out in the aforesaid Development Agreement. The said Development Agreement is registered along with a Deed of Confirmation dated 12<sup>th</sup> August 2010 with the Sub Registrar of Assurances at Borivali under Serial No. BDR-6/6965 of 2010. Under the aforesaid Development Agreement United White Metal Limited retained with itself the balance potential for development of the said Larger Property. The said Development Agreement is hereafter referred to as the "**First Development Agreement**" or "**FDA.**"

V. Vide another Development Agreement dated 12<sup>th</sup> July, 2010 by and between United White Metal Limited, therein referred to as the 'Owners' and Rajesh Real Estate Developers Pvt. Ltd. therein referred to as the 'Developers' the Owners therein granted the development rights to the Developers therein of the balance potential of the said Larger Property to the Developers therein at and for a consideration and on the terms and conditions therein contained. In accordance with the said Development Agreement the Developer therein is entitled to construct buildings by utilising the balance potential of the said Larger Property i.e. the balance potential available after utilisation of the development rights of Rajesh Estates and Nirman Ltd., under the First Development Agreement (FDA) is consumed and on such other terms and conditions as more particularly set out in the Said Development Agreement. The Said Development Agreement



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is registered with the Sub Registrar of Assurances at Borivali under Serial No. BDR-16/9905 of 2010, which is hereafter referred to as the **"Second Development Agreement,"** i.e. **"SDA."**

VI. As per the terms and conditions of the Second Development Agreement, Rajesh Real Estate Developers Private Limited is entitled to 58.51% of the constructed area and the owners are entitled to constructed area of 41.49%. Further, the owners (United White Metal Limited) have retained an area of about 15,000 Sq. Ft. for their own office in the said development

VII. Vide a Deed of Assignment of Development Rights dated 15th December, 2010, executed by and between Rajesh Estates and Nirman Limited, therein referred to as the 'Assignor' and Rajesh Real Estate Developers Pvt. Ltd. therein referred to as the 'Assignee,' the Assignor therein assigned and transferred all and whatever the rights accrued to it under the First Development Agreement (FDA) unto the Assignee at and for a consideration and on the terms and conditions therein contained. The aforesaid Deed of Assignment of Development Rights is registered along with a Supplemental Agreement dated 21.11.2013, which is registered with the Sub-Registrar



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VIII. Vide an Indenture of Conveyance dated 28.04.2016 made and entered into by and between United White Metal Limited, therein referred to as the Vendors and Rajesh Real Estate Developers Private Limited, therein referred to as the Purchaser, i.e. the Promoters/Developers herein, the Vendors therein sold, transferred and conveyed to the Purchaser, i.e. the Developers/Promoters herein, all their balance right, title and/or interest in the Said Larger Property unto and in favour of the Purchaser therein

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absolutely, at and for a consideration and on the terms and conditions therein contained. Pursuant to the aforesaid Indenture of Conveyance the Developers/Promoters became the absolute owners in respect of the Said Larger Property.

- IX. The Developers/Promoters are thus seized and possessed of and/or are otherwise well and sufficiently entitled to the Said Larger Property, pursuant to the First Development Agreement, the Second Development Agreement and the Indenture of Conveyance. All obligations of the Promoters/Developers towards United White Metal Limited, has come to an end pursuant to the Indenture of Conveyance referred to hereinabove.

II. **ORDERS AND APPROVALS:**

- (i) The Chief Engineer (D.P) of the Municipal Corporation Greater Mumbai has permitted residential user on the Said Larger Property, pursuant to its permission dated 23.07.2008 bearing No. CHE/919/DPWS/P&R. As per the terms and conditions of the said permission an area equivalent to 8920 sq.mtrs. being 20% of the Larger Property was required to be handed over to MCGM. Accordingly, the said area has been handed over by the Promoters.
- (ii) The Executive Engineer (Building Proposals, Western Suburbs) has issued Intimation of Disapproval u/s 346 of the Municipal Corporation Act, dated 26.11.2007 bearing No. EB/CHE/A-4300/BP(WS)/AR. The said Intimation of Disapproval has been amended vide amended IOD dated 26.03.2013. The copies of the said IOD and amended IOD dated 26.11.2007 & 26.03.2013 respectively, are annexed hereto as "**Annexure A and A1**" collectively.
- (iii) The Executive Engineer (Building Proposals) has issued Commencement Certificate for the old plans as approved



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under the Intimation of Disapproval of 26.11.2007, upto top of stilt level dated 20.12.2010.

- (iv) The Executive Engineer (D.P) WS 'R' Ward has further amended IOD vide its letter dated 26.03.2013 bearing Reference No. CHE/A-4300/D.P.(WS)/AR of 31-12-2013 has accorded sanction of the amended Plan submitted by the Architect of the Promoters.
- (v) The Executive Engineer (B.P) WS, has issued Commencement Certificate upto top of stilt level, i.e. podium level, as per the approved amended Plan dated 31.12.2013.
- (vi) The Executive Engineer (D.P) WS 'R' Ward has further amended IOD vide its letter dated 09-09-2014 bearing Reference No. CHE/A-4300/D.P.(WS)/AR of 09-09-2014 has accorded sanction of the amended Plan submitted by the Architect of the Promoters.



(vii) The Executive Engineer (B.P) WS, has issued Commencement Certificate upto top of stilt level + 1<sup>st</sup> level podium + 1<sup>st</sup> to 20<sup>th</sup> upper floors, as per the approved amended Plan dated 09-09-2014.

- (viii) The Executive Engineer (D.P) WS 'R' Ward has further amended IOD vide its letter dated 20-09-2016 bearing Reference No. CHE/A-4300/D.P.(WS)/AR of 20-09-2016 has

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Architect of the Promoters.

- (ix) The Executive Engineer (B.P) WS, has issued Commencement Certificate upto top of stilt level + 1<sup>st</sup> level podium + 1<sup>st</sup> to 40<sup>th</sup> upper floors, as per the approved amended Plan dated 20-09-2016. The copy of the said

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Certificate dated 30-05-2017 is annexed hereto as  
**"Annexure B"**

- (x) The aforesaid property has been converted to NA agricultural purpose, pursuant to the Order of the Sub-Divisional Officer, Mumbai Suburban District, vide his Order dated 01.03.2013.
- (xi) The Government of Maharashtra in its Environmental Department has granted Environment Clearance, for the proposed residential project of the Promoters on the said Larger property vide its letter dated 28.12.2011 under File No. SEAC-2010/CR.748/TC.2.
- III. The Said Larger Property is reduced by an area of 8920 sq.mtrs, being the 20% amenity space handed over by the Promoters to the MCGM, for the change of user. Further, the Said Larger Property is affected by road set back of 1200 sq.mtrs. The net plot area after the deductions aforesaid is 35680 sq.mtrs, which net property is hereafter referred to as the **"Original Project Property"**, which Original Project Property is more particularly described in the Second Schedule hereunder written.
- IV. The Promoters had proposed to develop the Original Project Property under two options, namely, either to construct four (4) buildings over the common basement and podium or construct five (5) buildings over the common basement and podium (project) and had got the plans approved from the Municipal Corporation of Greater Mumbai (MCGM).
- V. Under the aforesaid earlier scheme of development, the Promoters had earlier proposed to construct buildings in the Project in phases. The Promoters had commenced the construction of the 1<sup>st</sup> Phase, being Wings A and B. In the 2<sup>nd</sup> Phase the Promoters at their discretion were entitled to



development, the/		
Promoters had earlier proposed to construct buildings in the	228	99
Project in phases. The Promoters had commenced the		930
construction of the 1 <sup>st</sup> Phase, being Wings A and B. In the 2 <sup>nd</sup>	482	
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construct either 2 or 3 buildings, by exercising either of the two options. The Promoters had sold flats in the earlier scheme of development in the 1<sup>st</sup> Phase namely Wings A and B.

VI. The Promoters had thereafter revised the Project plans such that the Project is reduced on the plot of land admeasuring 16,100 sq.mtrs. forming part of the Original Project Property, which reduced Project area of 16,100 sq.mtrs. is hereinafter referred to as the "**Project Property**" and which Project Property is more particularly described in the Third Schedule hereunder written.

VII. The Promoters shall be applying for sub-division of the Original Project Property into Project Property which is more particularly described in the Third Schedule hereunder written and balance property. The balance of the Original Project Property after deducting therefrom the Project Property being the balance property (hereafter "**Balance Property**") shall be the exclusive property of the Promoters, which Balance Property is more particularly described in the Fourth Schedule hereunder written. The Project now being undertaken by the Promoters is only on the Project Property. The Promoters shall at their discretion be entitled to deal with and dispose off the Balance Property, on the terms and conditions that may be decided by the Promoters and the

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The Promoters have obtained consent of the persons who had agreed to purchase the flats from them in the earlier scheme of development. The Allottee/s of the Promoters have consented and have granted their irrevocable consent to modify the plans including the reduction in the area of the Project Land as well as in the reduction of the Project size in

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accordance with the consents as given by such Allotee/s individually.

**IX. DETAILS OF DEVELOPMENT:**

- i. The Promoters are developing the Project Property (Project Property) admeasuring 16,100 sq.mtrs.) more particularly described in the Third Schedule hereunder written by constructing 2 buildings namely Wings A and B, to be known as "White City" consisting of lower basement + upper basement + stilt + podium + 1<sup>st</sup> to 40<sup>th</sup> upper floors out of which 39 upper floors are habitable floors and one floor is for fire and service floor, to be constructed on a common podium, being the total Project.

- ii. The Promoters shall be developing the Project Property in phases.

Phase I: In the 1<sup>st</sup> phase, the Promoters are constructing Wing A having plinth area of 620.18 sq.mtrs.

Phase II: In the 2<sup>nd</sup> phase, the Promoters shall be constructing Wing B along having plinth area 794.94 mtrs., alongwith the other amenities as shown in the proposed amended lay out plan annexed hereto as "Annexure C".

The Phase I is also referred to as First Phase and Phase II is also referred to as Second Phase interchangeably.

- iii. The Promoters may at their discretion develop the balance property in Phase III, as per the Prevalent Development Control Regulations at the time when the Promoters initiate development process..

- iv. The location of the RG and other amenities of Phase I and Phase II will be as per the revised lay out plan annexed



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hereto as "**Annexure C**". The Amenities space handed over by the Promoters to MCGM for conversion from industrial to residential is as shown in the plans (**Annexure C**) annexed hereto.

X. **AMENDMENT OF APPROVED PLANS:**

The Promoters shall also be amending the approvals such that the proposal shall now stand restricted to the Project Property and the Project shall only mean to be the 2 buildings i.e. Wing A and Wing B, on the Project Property admeasuring 16,100 sq.mtrs, more particularly described in the Third Schedule hereunder written.

- XI. The Promoters have appointed Mr. Mr. Richard Soon of M/s. P & T Consultants Pte Ltd. as design Architect to make building plans, who is registered with the Council of Architects and have appointed M/s. Spaceage Consultants as Licensed Surveyors for submission of plans to MCGM and have entered into a Standard Agreement with said Architect and the Licensed Surveyor.

The Promoters have appointed Dr. H.M. Raje Consultants, as their Structural Engineer, for preparation of the structural design and drawings of the buildings and the Promoters have accepted the professional supervision of the Architects and the Structural Engineer, till the completion of the building/buildings.

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The title of the Promoters to the said Property is certified by M/s. VPV Legal & Associates, Advocates & Solicitors as clear and marketable. The copy of the said Certificate dated 04.12.2013 is annexed hereto as **Annexure D**. The PR Card in respect of the said Property is annexed hereto as **Annexure E**.

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XIV Pursuant to the sub-division of the Project Property from the said Larger Property, the Promoters shall also obtain the Subdivided PRC.

XV. By virtue of the above referred FDA, SDA and the Indenture of Conveyance and the proposed sub-division of the Project Property from the Said Larger Property, the Promoters/Developers are the only persons entitled to have the right to sell the flats in the buildings constructed on the Project Property by utilizing the benefits/FSI of the Project Property described in the Third Schedule hereunder written and also load the TDR from outside and/or by utilizing FSI by way of payment of premium as well as by utilizing the Fungible Compensatory FSI (FCFSI) in accordance with the Development Control Regulations of the Municipal Corporation of Greater Mumbai.

XVI. The Allotee/s declare/s and confirm/s that he/she/they is/are fully aware of the terms and conditions of the said Agreements/Covenants made between the Developers and the Allotee/s shall not be entitled to claim any higher, further or other right either to the said Property or internal road, recreation ground and other area and the same will belong to the said and neither the Allotee/s herein nor the Co-operative Society Ltd. nor Condominium of Apartment of Allotee/s of the said proposed building will have any right, lien or claim thereon in any manner whatsoever.



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XVII. The Allotee/s has approached the Developers for sale to the Allotee/s of a flat bearing No **1508** on the **15th** floor of the **"A"** Wing constructed in **Phase I**, constructed on the Project Property to be known as **"WHITE CITY"** which is being constructed on the Project property (hereinafter referred to as the "Said Flat") which flat is more particularly described in the Fifth Schedule hereunder written and shown in the plan annexed hereto as **Annexure "F"** on the Property At the

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request of the Allottee/s, the Promoters have agreed to allot the said flat on ownership basis to the Allottee/s.

XVIII The Promoters have further informed the Allottee/s and the Allottee/s is aware that the Promoters will be executing separate Agreements with several prospective Allottee/s for sale of the flats/units and other premises in the buildings proposed to be constructed in the Sale buildings.

XIX The Real Estate (Regulation and Development) Act, 2016 RERA came into force in the State of Maharashtra with effect from 01<sup>st</sup> May 2017. The Promoters are constructing Tower A and have registered the same as a separate Real Estate Project bearing **RERA registration number P51800007798**. For registering the said separate Real Estate Project of Tower A, the Promoters have disclosed the plinth area of Tower A as the plot area in the prescribed form of registration for the RERA Authorities.



The Promoters have registered the Tower B along with the amenities as a separate Real Estate Project bearing **RERA registration number P51800008324** and have shown the plinth area of Tower B as the plot area for the said Real Estate Project.

XXI. The Promoters shall develop the balance portion in Phase III and shall register the same as a separate Project whenever they feel appropriate to commence and carry out the said

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XII. The Allottee/s has demanded from the Promoters and the Promoters have given xerox copies of the documents and		
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have also given inspections to the Flat Allottee/s of all the documents of title relating to the said property, the various orders, the said Agreements and the plans, designs and specifications prepared by the Promoters' Architect and all such other documents as are specified and/or required to be

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shown to Allottee/s under the Maharashtra Ownership Flats (Regulations of Construction, Sale, Management and Transfer) Act, 1963 and Real Estate (Regulation & Development) Act, 2016 hereinafter referred to as "The said Laws") and the Rules made thereunder.

XXIII. Under Section 4 of the MOFA read with Section 13 of RERA, the Promoters are required to execute a written Agreement for Sale of the said Premises with the Flat Allottee/s, being in fact these presents and also to register under the Registration Act.

XXIV. The parties hereto are desirous of recording the terms and conditions on which the Promoters have agreed to allot and/or to sell the said flat and the Allottee/s has agreed to purchase the said flat in the manner hereinafter appearing:

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-**

1. Parties agree that the recitals as contained herein above shall form an integral and operative part of this Agreement as if the same are set out and incorporated herein verbatim.

2. **DETAILS OF DEVELOPMENT:**

i. The Promoters are developing the Project Property (Project Property) admeasuring 16,100 sq.mtrs.) more particularly described in the Third Schedule hereunder written by constructing 2 buildings namely Wings A and B, to be known as "White City" consisting of lower basement + upper basement + stilt + podium + 1<sup>st</sup> to 40<sup>th</sup> upper floors out of which 39 upper floors are habitable floors and one floor is for fire and service floor, to be constructed on a common podium, being the total Project.

ii. The Promoters shall be developing the Project Property in phases.



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**Phase I:** In the 1<sup>st</sup> phase, the Promoters are constructing Wing A having plinth area of 620.18 sq2.mtrs.

**Phase II:** In the 2<sup>nd</sup> phase, the Promoters shall be constructing Wing B having plinth area of 794.94 sq. mtrs. along with the other amenities as shown in the proposed amended lay out plan annexed hereto as "Annexure C".

The Phase I is also referred to as the First Phase and Phase II is also referred to as Second Phase interchangeably

iii. The Promoters may at their discretion develop the balance property in Phase III, as per the prevalent Development Control Regulations at the time when the Promoters initiate development process."

iv. The location of the RG and other amenities will be as per the revised lay out plan annexed hereto as Annexure C. The Amenities space handed over by the Promoters to MCGM for conversion from industrial to residential is as shown in the plans (**Annexure C**) annexed hereto.

#### **AMENDMENT OF APPROVAL PLANS:**

The Promoters shall also be amending the approvals such that the proposal shall now stand restricted to the Project

Property and the Project shall only mean to be the 2 buildings i.e. Wing A and Wing B, on the Project Property admeasuring 16,100 sq.mtrs, more particularly described in the Third Schedule hereunder written. This Agreement is in respect of the 1<sup>st</sup> Phase i.e. Wing A, being developed by the Promoters.

4. The Developers shall construct the buildings Wing A & Wing B on the Project Property as more particularly described in the Third Schedule hereunder written, i.e. Wing A & Wing B thereon known as "WHITE CITY" consisting of lower



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L2LO	the Project shall only mean to be the 2 buildings i.e. Wing A and Wing B, on the Project Property admeasuring 16,100 sq.mtrs, more particularly described in the Third Schedule hereunder written. This Agreement is in respect of the 1 <sup>st</sup> Phase i.e. Wing A, being developed by the Promoters.
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basement + upper basement + stilt + podium + 1<sup>st</sup> to 40<sup>th</sup> upper Floors of which 39 (Thirty Nine) are habitable floors and 1 (one) fire and service floor to be constructed on a common podium as the project.

5. As stated earlier, the Promoters are developing the Project Property in phases as follows:

a) In the **I<sup>st</sup> Phase**, the Promoters are constructing Tower A on the portion of the Project property as more particularly shown in the lay out plan, annexed hereto.

b) In the **II<sup>nd</sup> Phase** the Promoters are constructing Tower B on the portion of the project Property as more particularly shown in the proposed lay out plan annexed hereto.

6. The Promoters have registered the 1<sup>st</sup> and II<sup>nd</sup> Phase of the said Project with the RERA Authority with the following details:

**Phase I: RERA Certificate No. P51800007798**

**Phase II: RERA Certificate No. P51800008324**

7. The Promoters shall be developing the balance portion of Phase III as per the then prevalent Development Control Regulations, which may be applicable by utilizing all FSI of Phase III land and all incidental benefits as per Development Control Regulations.

8. The total FSI available for utilization of Phase I is 17500 sq.mtrs. and Phase II is 24200 sq.mtrs.. The sanctioned FSI of Phase I i.e. 'A' Wing is 17500 sq.mtrs. and Phase II/ 'B' Wing is 24200 sq.mtrs.

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9. The Allottee/s are aware that the Promoters have obtained the requisite permissions from the Ministry of Environment and Forests (hereinafter referred to as the "MoEF

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**Permissions**”). The Allottee/s is/are aware that the permission is granted to the Promoters herein on the undertaking/s, Indemnities furnished by the Promoters for various compliances, inter-alia of Rain Water Harvesting and Sewage Treatment Plant. The Promoters have complied with all such compliances and the Allottee/s covenants with the Promoters that it shall comply with all the ongoing and recurring compliances as the assignee of the Promoters.

10. The Allottee/s has/have prior to the execution of this Agreement satisfied himself/herself/themselves about the title of the Owners and/or the Promoters to the property and he/she/they shall not be entitled to further investigate the title of the said property and no requisition or objection shall be raised on any matter relating thereto. The Allottee/s shall be deemed to have purchased the said Flat on the conditions set out in the recitals above and to have accepted the title thereto.

The name and address of the Allottee/s till possession of the premises is taken by the Allottee/s shall be as under:

Name: **Mrs. Shweta Sharma &**

**Mr. Shashi Bhushan Sharma**

Address: **1A/702, Green Meadows, Lokhandwala Complex, Kandivali (E), Mumbai - 400101**

ब्रह्म FeR No.: **9833555188**

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12.	The Allottee/shereby agree to acquire Flats/shops/premises	
	No. <b><u>1308</u></b> on <b><u>15th</u></b> Floor in Wing <b><u>A</u></b> of the said Building	
2086	admeasuring <b><u>45.18</u></b> sq. mtrs. (carpet area) (equivalent to <b><u>486</u></b>	

sq. ft.) as defined under Real Estate (Regulation & Development) Act, 2016, which residential units/shops/premises are constructed in **Phase I**, more particularly described in the Fifth Schedule hereunder written **“the said premises/said flat”** at or for the lump sum price of **Rs.85,18,605/ (Rupees Eighty Five Lakh**

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**Eighteen thousand Six Hundred Five Only**). The said price/consideration is pertaining to the aforesaid carpet area i.e. **45.18** sq. mtrs., only (equivalent to **486** sq. ft). The said price is fixed on lump sum basis and has no bearings whatsoever on the actual measurement of the carpet area of the said premises, which is **45.18** sq. ft. along with a provisional right to park **1** car/s in the **-** level, of the building beneath **A** wing. The Allotee/s is/are aware that there may be a variance of  $\pm 3\%$  in the aforesaid area because of construction constraints or other reasons. The total Sale Consideration shall be recalculated upon confirmation of the carpet area by the Promoter. If there is any reduction in the carpet area more than the defined limit of 3%, then, the promoter shall refund the excess money paid by the Flat Allotee/s within 45 (forty-five) days with annual interest being Interest Rate (defined below), from the date when such an excess amount was paid by the Flat Allotee/s. If there is any increase in the carpet area allotted to the Flat Allotee/s, the Promoter shall demand additional amount from the Flat Allotee/s prior to taking possession of the said premises. It is clarified that the payments to be made by the Promoter/Flat Allotee/s as the case may be, under this clause, shall be made at the same Interest Rate as defined herein. The said provisional allotment shall always be subject to the confirmation of the society when formed. The consideration mentioned herein is for the said premises and no separate consideration is payable for the car parking areas. Further the Location plan showing the said Property is annexed hereto and marked as **Annexure G**. The Allotee/s has/have ascertained the said area. The said Flat has been agreed to be sold together with the common area and facilities appurtenant to the said flat/premises and the limited common areas and facilities as more particularly described in the Sixth Schedule and the same shall be in proportion to the area of the said premises to the entire area of the said building. The Allotee/s shall have no claim over limited



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common area save and except as expressly granted. The Allottee/s has/have seen approved and accepted the amenities provided in the said premises prior to execution of this Agreement.

13. The Development Control Regulation for the City of Mumbai defines carpet area as more particularly stated therein. Real Estate (Regulation & Development) Act, 2016, defines carpet area as what is stated therein. Thus there is difference in definition of carpet area in both the laws.
14. Promoters have till date sold premises as per definition of carpet area in Development Control Regulation Mumbai. However for calculation of maintenance charges by the organization of the Allottee/s or the Promoter themselves shall be charged to all the unit holders on the basis of carpet area as defined in Real Estate (Regulation & Development) Act, 2016. All the previous sales on the basis of carpet area calculated as defined in Development Control Regulation Mumbai shall be recalculated on the basis of carpet area as defined in Real Estate (Regulation & Development) Act, 2016 and maintenance shall be charged uniformly to all previous Allottee/s and the Allottee/s on the carpet area as define in Real Estate (Regulation & Development) Act, 2016.

It is expressly agreed that the said premises shall contain specifications, fixtures, fittings and amenities more particularly as described in Seventh Schedule hereunder written and the Allottee/s confirms that the Promoters shall not be liable to provide any other specification, fixture, fittings and amenities in the said flat/premises.

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16.	The Promoters have represented and the Allottee/s is aware that the Car Parking areas are available in the basement/ground/podium level, as may be applicable. The Promoters may give provisional permission to the Allottee/s to	
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park their vehicle in a particular space, pending the handing over of the affairs to the Society. The Allottee/s shall till then not be entitled to park their car in any other place than the space permitted. The Permission shall be subject to the confirmation of the Society.

17. The Allottee/s hereby agrees/s to pay to the Promoters the said purchase price of **Rs. 85,18,605/ (Rupees Eighty Five Lakh Eighteen thousand Six Hundred Five Only)** subject to deductions of income tax at source (TDS) under the applicable law. Allottee/s has paid on or before execution of this agreement a sum of **Rs. 8,51,861/- (Rupees Eight Lakh Fifty One Thousand Eight Hundred Sixty One Only)** (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to the promoter the balance amount of **Rs. 76,66,744/- (Rupees Seventy Six Lakh Sixty Six Thousand Seven Hundred Forty Four Only)** in the following manner:-

- i) Amount of **Rs. 17,03,721/- (Rupees Seventeen Lakh Three Thousand Seven Hundred Twenty One Only)** (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.
- ii) Amount of **Rs. 6,38,895/- (Rupees Six Lakh Thirty Eight Thousand Eight Hundred Ninety Five Only)** (7.5% of the total consideration) to be paid to the Promoter on completion of 1<sup>st</sup> Basement of the building or wing in which the said premises is located
- iii) Amount of **Rs. 6,38,895/- (Rupees Six Lakh Thirty Eight Thousand Eight Hundred Ninety Five Only)** (7.5% of the total consideration) to be paid to the promoter on completion of Plinth of the building or wing in which the said premises is located.
- iv) Amount of **Rs. 2,55,558/- (Rupees Two Lakh Fifty Five Thousand Five Hundred Fifty Eight Only)** (3% of the total consideration) to be paid to the promoter



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on completion of 1<sup>st</sup> habitable floor of the building or wing in which the said premises is located.

- v) Amount of **Rs. 2,55,558/- (Rupees Two Lakh Fifty Five Thousand Five Hundred Fifty Eight Only)** (3% of the total consideration) to be paid to the promoter on completion of 5<sup>th</sup> habitable floor of the building or wing in which the said premises is located.
- vi) Amount of **Rs. 2,55,558/- (Rupees Two Lakh Fifty Five Thousand Five Hundred Fifty Eight Only)** (3% of the total consideration) to be paid to the promoter on completion of 10<sup>th</sup> habitable floor of the building or wing in which the said premises is located.
- vii) Amount of **Rs. 2,55,558/- (Rupees Two Lakh Fifty Five Thousand Five Hundred Fifty Eight Only)** (3% of the total consideration) to be paid to the promoter on completion of 15<sup>th</sup> habitable floor of the building or wing in which the said premises is located.
- viii) Amount of **Rs. 2,55,558/- (Rupees Two Lakh Fifty Five Thousand Five Hundred Fifty Eight Only)** (3% of the total consideration) to be paid to the promoter on completion of 20<sup>th</sup> habitable floor of the building or wing in which the said premises is located.
- Amount of **Rs. 2,55,558/- (Rupees Two Lakh Fifty Five Thousand Five Hundred Fifty Eight Only)** (3% of the total consideration) to be paid to the promoter on completion of 25<sup>th</sup> habitable floor of the building or wing in which the said premises is located.
- x) Amount of **Rs. 2,55,558/- (Rupees Two Lakh Fifty Five Thousand Five Hundred Fifty Eight Only)** (3% of the total consideration) to be paid to the promoter on completion of 30<sup>th</sup> habitable floor of the building or wing in which the said premises is located.
- Amount of **Rs. 1,70,372/- (Rupees One Lakh Seventy Thousand Three Hundred Seventy Two Only)** (2% of the total consideration) to be paid to the



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- promoter on completion of 35<sup>th</sup> habitable floor of the building or wing in which the said premises is located.
- xii) Amount of **Rs. 1,70,372/- (Rupees One Lakh Seventy Thousand Three Hundred Seventy Two Only)** (2% of the total consideration) to be paid to the promoter on completion of terrace of the building or wing in which the said premises is located.
- xiii) Amount of **Rs. 4,25,930/- (Rupees Four Lakh Twenty Five Thousand Nine Hundred Thirty Only)** (not exceeding 5% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings, doors and windows of the said Premises.
- xiv) Amount of **Rs. 4,25,930/- (Rupees Four Lakh Twenty Five Thousand Nine Hundred Thirty Only)** (not exceeding 5% of the total consideration) to be paid to the Promoter on completion of Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Premises is located.
- xv) Amount of **Rs. 4,25,930/- (Rupees Four Lakh Twenty Five Thousand Nine Hundred Thirty Only)** (not exceeding 5% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Premises is located.
- xvi) Amount of **Rs. 8,51,861/- (Rupees Eight Lakh Fifty One Thousand Eight Hundred Sixty One Only)** (not exceeding 10% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of Sale of the building or wing in which the said premises is located.
- Balance Amount of **Rs. 4,25,932/- (Rupees Four**



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**Lakh Twenty Five Thousand Nine Hundred Thirty Two Only** against and at the time of handing over of the possession of the Apartment to the Allotee/s on or after receipt of occupancy certificate or completion certificate.

18. Time as to payment shall be of the essence and if the Allotee/s fails to make any payments on the stipulated date/s and time/s as required under this Agreement, then, the Allotee/s shall pay to the Promoter interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("the Interest Rate") on all and any such delayed payments computed from the date such amounts are due and payable till the date such amounts are fully and finally paid together with the interest thereon at the Interest Rate Notwithstanding anything contained anywhere else in this Agreement, the Promoter shall not be obliged to handover possession of the said Premises unless and until receipt of all amounts under this agreement by the Promoter.



Without prejudice to the right of the Developer to charge interest at the Interest Rate mentioned hereinabove, and any other rights and remedies available to the Developer, either (a) on the Allotee/s committing default in payment on the due date of any amount due and payable by the Allotee/s to the Developer under this Agreement (including his/her/their/its proportionate share of taxes levied by the concerned local authority and other outgoings) and/or (b) the

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Allotee/s committing 3 (three) defaults of payment of the instalment(s) of the Sale Consideration, the Developer shall be entitled to, at its own option and discretion, terminate this Agreement. Provided that, the Developer shall give a notice of 15 (fifteen) days in writing to the Allotee/s ("**Default Notice**"), by courier / e-mail / registered post A.D. at the address provided by the Allotee/s, of its intention to terminate this Agreement with detail/s of the specific breach or breaches of

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the terms and conditions in respect of which it is intended to terminate this Agreement. If the Allotee/s fails to rectify the breach or breaches mentioned by the Developer within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice the Developer shall be entitled to terminate this Agreement by issuance of a written notice to the Allotee/s ("**Developer Termination Notice**"), by courier / e-mail / registered post A.D. at the address provided by the Allotee/s. On the receipt of the Developer Termination Notice by the Allotee/s, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this Clause, the Developer shall be entitled to (i) deal with and/or dispose of or alienate the said Premises and car parking space in the manner as the Developer may deem fit without any reference or recourse to the Allotee/s; and (ii) the Developer shall be entitled to adjust and recover from the Allotee/s (a) pre-determined and agreed liquidated damages for losses that may accrue to the Developer, by reason of such termination including any diminution in sale price or market value of the said Premises prevailing at the time of termination, (b) brokerage fees, (c) all other taxes and outgoings, if any due and payable in respect of the said Premises upto the date of Developer Termination Notice, (d) the amount of interest payable by the Allotee/s in terms of this Agreement from the date of default in payment till the date of Developer Termination Notice as aforesaid as per clause 43 herein. Further, upon termination of this agreement, the Developer shall not be liable to pay to the Allotee/s any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Allotee/s any Government Charges such as Service Tax, VAT, GST, Stamp Duty, Registration Fees etc. Within a period of 30 (thirty) days of the Developer Termination Notice, the Developer shall after deduction of the aforesaid Amounts,



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refund the balance amount of the Sale Consideration to the Allottee/s simultaneously, with the Developer and the Allottee/s executing and registering the Deed of Cancellation of this Agreement, the stamp duty, registration fee and other costs and expenses whereof shall be borne and paid by the Allottee/s entirely. Upon the termination of this Agreement, the Allottee/s shall have no claim of any nature whatsoever on the Developer and/or the said Premises and/or the car park/s and that the receipt of the said refund by cheque from the Developer by 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 cheque or not, will amount to the said refund and the refund amount accepted by the Allottee/s is in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said Premises

20. In addition to the aforesaid installments of the Sale Consideration, the Allottee/s shall also be liable to bear and pay Service Tax and VAT and/or GST as applicable. The time for payment of installments of the Sale Consideration as provided in the aforesaid clause and all the amounts including the amount for Service Tax, VAT, LBT, GST, etc., as applicable from time to time that the Promoters are entitled to receive from the Allottee/s as provided hereinafter, appearing in the agreement shall be the essence of this contract. Further, the Flat Allottee/s shall pay each installment of the Sale Consideration to the Promoters after deducting therefrom 1% TDS as per the provisions of Section 194-1A of the Income Tax Act, 1961 and shall deposit the said amount to the credit of the Central Government and shall issue a TDS Certificate in favour of the Promoters in the prescribed Form No. 16B for the same, within 15 (fifteen) working days from the payment thereof.



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21. In addition to the above, the Allotee/s further agrees to pay Goods and Service Tax (GST) as may be applicable on the transaction of sale of the said Premises under this Agreement.
22. Nothing contained in these presents shall be construed to confer upon the Allotee/s any right, title or interest of any kind whatsoever into or over or as a grant in law of the said Flat or the said building or any parts thereof such conferment or grant to take place only upon the transfer by formal document and execution thereof in respect of the said property or part thereof together with the said building to a Condominium or any other body to be formed by the Allotee/s of different premises as stated herein.
23. The Promoters have informed the Allotee/s that they shall not be bound to obtain Completion Certificate from MCGM. The Allotee/s shall accept Occupation Certificate or part Occupation Certificate for the building consisting of the said Flat and will take possession of the said Flat upon the Promoters intimating the Allotee/s of they having obtained made application for such occupation/part occupation certificate by making balance payment, and the premises is fit for use and occupation. The Certificate of the Architects of the Promoters to the effect that such occupation/part occupation certificate is issued shall be conclusive.
24. It is hereby expressly agreed and confirmed by the Allotee/s that the right of the Promoters to construct additional structure/s on the said property or any portion thereof or put up further additional floors on the said building now under construction or to amalgamate the said property with any other property and to carry out development thereon is an integral part of this Agreement for sale of the said premises to the Allotee/s and the Allotee/s will not in any manner object to the Promoters constructing such additional structures or



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carrying out any additional construction work on the said Buildings now under construction. The Allottee/s also agree/s and undertake/s to give full co-operation and all the facilities to the Promoters to carry out additional construction work on the building now under construction and/or construction of additional structures on the said property.

25. It is expressly agreed by and between the parties hereto that the Promoters, if they so desire are entitled to amalgamate the said property with any other adjoining plot/s and construct the building or buildings thereon as permissible by the concerned authorities even after the Society of the said Allottee/s of tenements in the said building is formed and registered until the conveyance as per law of the said property is granted to the said Society. The Society or any of its members shall not raise any objection and agree to grant their consents for the same as and when it may be required by the Promoters. The said Society shall enroll the premises Allottee/s of the buildings that may be constructed on the adjoining plots. The Promoters shall be entitled to consume FSI and other benefits of the said property and/or adjoining plot by constructing separate buildings of any or all the plots of separate wings of the building by intermingling the FSI and/or TDR or otherwise.



26. It is hereby expressly agreed and provided that as long as it

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does not in any way affect or prejudice the rights hereunder granted in favour of the Allottee/s in respect of the said Flat agreed to be purchased by the Allottee/s, the Promoters shall be at liberty to sell, assign, mortgage, encumber or otherwise deal with or dispose off their right, title or interest in the said property or in the building to be constructed by the Promoters. The mortgage or other encumbrances created by the Promoters shall be cleared by the Promoters on its own prior to giving possession of the said property to the proposed Co-operative Society.

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**27. DISCLOSURE ON SOURCE OF FUNDS**

- i. The Allottee/s declares and confirms that all the payments under this Agreement made by Allottee/s shall always be from the bank account of the Allottee/s /Joint Allottee/s only. In the event of any payment being made by the Allottee/s, from any other persons account (excluding Joint Allottee/s then the same shall be deemed to have been made by such other person at the request and behest of the Allottee/s/Joint Allottee/s. It is agreed between the parties hereto that any payment made by any person other than the Allottee/swill not create any right, title or interest in the said Flat in favour of such other person
- ii. The Developer herein has specifically informed the Allottee/s that if in case, any inquiry is raised by any statutory or Government or Semi-Government Authority or an agency or Revenue Authorities or any other statutory authority pertaining to the amount paid by the Allottee/s to the Developer, the Allottee/s shall be liable to provide the source of the amount paid by the Allottee/s to the satisfaction of such authorities or an agency. The Allottee/shereby indemnifies the Developer and continue to keep the Developer indemnified against all the expenses, charges and payments arising out of failure of providing satisfactory reply to the statutory or Government of Semi-Government Authority or an agency or Revenue Authorities or any other statutory authorities for any amount paid by the Allottee/s either from his own account or made through third party
- iii. In the event the Allottee/s is not able to satisfy the statutory Authorities about the source of the payment made to the Developer then, the Developer shall be entitled to withhold the possession of the said Flat or exercise the option to terminate the Agreement for Sale



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- iv. In the event of the termination of this Agreement at the option of the Developer for aforesaid reason, then any amount which is found to be refundable over and above the amounts retained as and for mutually agreed liquidated damages such as the earnest money, interest on delayed payments any interest paid, due or payable, any other amount of non refundable nature, shall be refunded to the Allottee/sor Statutory Authority by the Developer subject to any terms and conditions of any order issued by any of the statutory authorities or agency.
- v. It is expressly agreed that upon such termination by the Developer, the Allottee/s shall have no right, title, interest, demand, claim or lien over the said Flat and the Car Park(s) in any manner whatsoever

28. The Allottee/s covenant/s with the Promoters that HE/SHE/THEY the Allottee/s:



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- i. Shall not carry on any work in or use the said premises or permit the same to be used for any purpose whatsoever other than as a premises and what is prescribed by the Municipal Corporation of Greater Mumbai/SRA in its Bye-laws and Rules and Regulations nor for any purpose or in a manner which may or is likely to cause or be a source of nuisance or annoyance or disturbance or inconvenience to the Promoters or occupiers of the other premises in the same building or neighbouring properties not for any illegal or immoral purposes. The Allottee/s shall use the parking space only for purpose of keeping or parking the Allottee/s own vehicle;

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premium becomes payable then the Allotee/s shall bear and pay the same. All the moneys as and when received by virtue of any such insurance shall be spent in re-building and/or repairing the premises. Whenever during the said term the said building or any part thereof shall be destroyed or damaged for any reason whatsoever the Allotee/s shall pay his/her their share for reinstating and repairing the same. The Allotee/s shall also pay his/her their proportionate share for keeping the said building in good and substantial repair and condition to the satisfaction of the Promoters;

- vii. Shall not obstruct, keep or store or permit to be obstructed kept or stored any goods, articles, things and other merchandise or to park or permit to be parked at any time any vehicles, wagons, cars, lorries, trollies, etc. in the compound of the said plot;
- viii. Shall not store in the said premises any goods of hazardous or combustible nature or which are too heavy to effect the construction or the structure of the said building;
- ix. Shall not close balconies or open space or any other space or make any alteration in the elevation and shall not put in any window ventilator or on the exterior of the said premises except at the entrance of the said premises a sign board or plate outside the same signifying his ownership of the same;
- x. Shall not throw dirt, rubbish, rags, waste or refuse or permit the same to be thrown in the passages, landing, staircases, corridors, sinks, baths or lavatories on the said building and the open spaces around the said building and in the like manner shall not store any article or



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merchandise in the said passages, landings, staircases and corridors in the said building and the open spaces around the said buildings;

- xi. Shall not decorate or paint the exterior of the said premises otherwise than in a manner agreed to by a majority of the tenement acquirers, occupiers or users of the premises comprised in the said building and failing such Agreement in the manner as near as may be to which the same was previously decorated or painted;
- xii. Shall not put Box grills protruding outside the external walls, or cover the flower bed.
- xiii. Shall not put window air conditioners,
- xiv. Shall not put up the outer units of the split air conditioners on the outer face of the external walls and place the same only in the ducts specifically provided to keep the same.
- xv. Shall observe and perform the terms, conditions and covenants contained in this Agreement as far as the same are not required to be observed and performed by the Promoters and to indemnify and keep indemnified the Promoters against the non-observance and non-performance of the said terms, conditions and covenants except so far as the same ought to have been observed and performed by the Promoters;
- xvi. That the Promoters shall not be liable to execute any separate legal transfer in respect of the said flat/premises in favour of the Allotee/s;
- xvii. That so long as each flat/premises in the building shall not be separately assessed for municipal charges and water tax, the Allotee/s Allotee/s shall pay a proportionate to the carpet area of the premises of the water tax and



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Municipal taxes and maintenance charges assessed on the whole building PROVIDED HOWEVER that if any special taxes and/or rates are demanded by Mumbai Municipal Corporation or any other authority by reason of any permitted use of the said premises and road, the Allottee/s and other Allottee/s shall observe and perform all rules and regulations of Municipal Corporation of Greater Mumbai and other statutory bodies and shall indemnify and keep indemnified the Promoters against any loss or damages;

xviii. Shall maintain at his own costs the said flat/premises agreed to be acquired by him/her/them in the same good condition state and order in which it is delivered to him/her/them and shall abide by all the bye-laws, rules and regulations of the Government, Municipal Corporation of Greater Mumbai and Reliance Energy/Tata Power or any other Competent Authority and shall attend, answer and be responsible for call notices, violations of any of the condition for the observance and performance of the said rules and bye-laws;

xix. Shall keep the said flat/premises and walls and partition walls, sewers, drains, lift, pump and appurtenances thereto in good tenantable repairs and conditions and in particular so as to support shelter and protect the various parts of the building;



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#### 29. DEFECT LIABILITY:

- i. If within a period of five years from the date of handing over the Apartment to the Allottee/s, the Allottee/s brings to the notice of the Developer any structural defect in the Apartment or the building in which the Apartment are

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situated or any defects on account of workmanship, quality or provision of service then, wherever possible such defects shall be rectified by the Developer at his own cost and in case it is not possible to rectify such defects, then the Allottee/s to received from the Developer, compensation for such defect in the manner as provided under the Act;

- ii. Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said apartment of phase/wing and in specific the structure of the said unit/wing/phase of the said building which shall include but not limit to columns, beams etc., or in the fittings therein, in particular it is hereby agreed that the shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Developer the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Developer, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the Occupants, vagaries of nature etc.
- iii. That it shall be the responsibility of the Allottee/s maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage.
- iv. Further where the manufacturer warranty as shown by the developer to the Allottee/s ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/wing, and if the annual maintenance contracts are not done/renewed by the Allottee/s. Allottee/s the Developer shall not be responsible for any defects occurring due to the same.



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- v. That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipments, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the flats and the common project amenities wherever applicable.
- vi. That the Allotee/s has been made aware and that the Allotee/s expressly agrees that the regular wear and tear of the unit/building/phase/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allotee/s, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and access the same and shall then submit a report to state the defects in materials used, in the structure built of the unit/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.



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On taking over the said flat by the Allotee/s of the said premises the Allotee/s shall not be entitled to make and shall not make any claim, objection, contention, or proceedings against the Promoters regarding the said building or the said flat/premises or any part thereof or any item thereof or in respect of anything connected with the same including quality of construction, materials and additions or alterations, etc. or which may be alleged not to have been carried out or completed or of defective workmanship and all such claims, contentions and objections, if any, shall be treated and deemed to have been

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extinguished and/or waived as the Allotee/s have been inspected the ready flat/premises and the whole property;

31. The Allotee/s is/are informed by the Promoters that the arrangement for water supply has been made as per prevailing rules and regulations of MCGM at the time of sanction of water connection and subject to the undertakings which may be required to be given by the Promoters and/or on behalf of the Promoters to BMC and subject to any terms and conditions, which may be stipulated by BMC. In spite of this, if any shortage of water supply occurs, the Promoters shall not be liable for the same and shall not be liable to supply any additional pumps or tanks or any other thing or make any additional or other arrangements in that behalf. Any deposit or deposits required to be paid by the Promoters to MCGM in that behalf or to be paid by the Promoters, out of the deposits to be paid by the Allotee/s to the Promoters hereunder and if the Promoters shall pay the said deposits or any of them or any part thereof out of their pocket, they shall be entitled to reimburse themselves for such payments out of the said deposits as and when collected and without prejudice to other rights and remedies of the Promoters.



32. The Allotee/s shall have no claim or right to any part of the said property or the First Phase Property or the Said Large property and also to any part or parts of the said building other than the said flat/premises agreed to be taken by him/her/them. All lobbies, staircases, remain the property of the Promoters until the whole property is assigned and transferred to the Co-operative Society as the case may be as herein mentioned but subject always to the rights, reservations, covenants and easements in favour of the Promoters as herein provided. The transfer in favour of the Society shall be in respect of the balance property after handing over of reservations and the Owners portion

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building of the property more particularly described in the First Schedule hereunder written.

33. The Promoters have as an additional facility to the flat Allottee/s proposed to construct a Club House and Swimming Pool. The location of the Club House and the Swimming Pool shall be at the discretion of the Promoters/Developers. Allottee/s are aware that such facilities if provided by the Promoters shall be their exclusive property and the Allottee/s shall only be entitled to use the same as a mere Licensee on the terms and conditions as may be adopted by the Promoters. The Allottee/s are further aware that such facilities shall be for the entire project. Presently, the Promoters are envisaging to construct 2 Wings i.e. A and B in the two Phases. When the Promoters shall at any time thereafter construct next phase/s, such Allottee/s in the subsequent phases shall also be entitled to the use of such facilities of Club House and swimming pool or any other common facilities. The Allottee/s herein have been suitably informed of this condition and have been further informed that the use of the Club House and swimming pool or any other common facilities is not the exclusive use of the Allottee/s. The Promoters are entitled to relocate the same as stated herein or to an altogether



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34. The Promoters shall be entitled to give terrace adjoining to any of the flat/premises to the Allottee/s thereof for his/her/their exclusive use as "Terrace Flat" and the Allottee/s of the other flat/premises shall not be entitled to raise any objection to the same.

35. Irrespective of dispute, if any, arising and/or pending at any time between the Promoters and the Allottee/s and/or Co-operative Society or any other body all amounts, contributions and deposits including amount mentioned

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hereunder, payable by the Allottee/s to the Promoter/Developer under this Agreement shall always be paid punctually by the Allottee/s to the Promoters and shall not be withheld by the Allottee/s for any reason whatsoever.

36. The Promoters shall in respect of any amount due and payable by the Allottee/s under the terms and conditions of the Agreement have first and paramount lien and charge on the said flat/premises agreed to be acquired by the Allottee/s without prejudice to the Developers other rights under this Agreement and/or law. The Allottee/s shall be liable to pay to the Promoters interest at the rate as stated in clause 18 herein, per annum on all the amount due and payable by the Allottee/s to the Builder under the terms and conditions of this Agreement, if such amount or amounts remain unpaid for seven days or more after becoming due.

37. The Allottee/s hereby agrees that in event of any amount payable by way of premium to the Municipality or to the State Government or betterment or development charges or assessment tax, levies, assessments, impositions, revenue or other tax or payment of a similar nature becoming payable by the Promoters and the stamp duty and registration charges, if any, on the documents to be executed under or in pursuance of this Agreement becoming payable by the Promoters and the Stamp Duty and Registration Charges, if any, on the documents to be executed under or in pursuance of this Agreement becoming payable by the Promoters the same shall be borne and paid by the Allottee/s in proportion to the Area of the said flat/premises agreed to be purchased by the Allottee/s and in determining such amount the decision of the Promoters shall be final, conclusive and binding upon the Allottee/s.



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38. The Allottee/s shall permit the Promoters and their Surveyors and agents with or without workmen and all others at all

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reasonable time to enter into and upon the said flat/premises or any part thereof to view and examine the state and condition thereof and/or for the purpose of repairing any part of the building and/or the said flat/premises and/or for the purpose of making repairing, maintaining, rebuilding, clearing, lighting and keeping in order and good condition all service, lift, pumps, drains, pipes, cables, water cover, gutters, wires, part structures or other conveniences belonging to or used for the said building and also for the purpose of laying down, maintaining, repairing and testing drainage, gas and water pipes and electric wires, etc. and for similar purposes and also for the purpose of cutting of the supply of water to the said flat/premises or any other flat/premises in case the Allottee/s or other Allottee/s or Allottee/s shall have made any default in paying his/her/their share of water charges/tax and any other expenses of similar nature incurred thereto.

The Allottee/s shall pay all the amounts and monthly outgoings for the costs and expenses on the items that are more particularly described in the Seventh Schedule.



40. The Allottee/s agrees to sign and deliver to the Promoters before taking possession of the said flat/premises all writings and Papers as may be reasonably necessary and required by the Promoters including possession letter, electric meter transfer forms and other papers necessary or expedient for formation and registration of the Society.

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41. The Allottee/s agrees and undertakes on demand to do, execute and deliver and cause to be done, executed and delivered all acts, deeds, things, matters, documents, letter, writings and papers as may be reasonably required by the Promoter for further better or more perfectly affecting or carrying out the provisions hereof or for protecting or preserving the rights and interest of the Promoters for

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securing the due fulfillment of the provisions hereof on the part of the Allotee/s.

42. The Promoter alone shall have a right to make additions and alterations to the said building or any part or part thereof including the said flat/premises and also to raise or put up additional storey or storeys or structures on the open land or open part or parts of the said building including terraces at any time either before after transfer of the property and such right shall include the right to use the floor space index or the additional floor space which may be available in respect of the said plot or other land at any time in future or by use of TDR/FSI/fungible FSI and as may be permitted by MCGM and such additional Floor Space Index, additions, and alterations and additional structures or storeys shall always be and shall always deemed to be the sole property of the Promoters who shall be entitled to deal with or dispose of the same in any way they choose without any objection or hindrance from the Allotee/s and the Allotee/s hereby consent to the same. The Allotee/s hereby agrees that he will agree to the Allotee/s of such additional storey or structure being made members of the Co-operative Society. The Allotee/s shall not be allowed the use of the terrace and parapet walls of the terrace and the Promoters shall have the exclusive use of the said terrace and parapet walls till the said flat/premises is transferred to the Society subject only to the access thereto of the said Society to attend to any leakage from terrace and/or to the water tanks, lift machine room on the said terrace or any repairs to the same. The terrace on the top of the building including the parapet walls shall always be the property of the Promoters until the formation of the Society. The Agreement with the Allotee/s of the flat/premises in the said building shall be subject to the aforesaid rights of the Promoters who shall be entitled to use the said terrace including the parapet wall or any external wall for any purpose including the display of advertisement



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and signboard and the Allottee/s shall not be entitled to raise any objection or to seek any abatement in the price of the flat/premises agreed to be acquired by the Allottee/s and/or to any compensation of damages on the ground of inconvenience or any other ground whatsoever including obstruction of air and/or light. The Allottee/s hereby agrees that all necessary facilities, assistance and co-operation will be rendered by the Allottee/s to the Promoters to enable the Promoters to make any additions and alterations and/or to raise additional storey or storeys or structures in accordance with the plans sanctioned or which may be hereafter sanctioned by BMC and the Allottee/s hereby further agrees that after the proposed Co-operative Society is registered, the Allottee/s as members of such Society shall accord his/her consent to such Society for giving to the Promoters and give full facility, assistance and co-operation to enable the Promoters to make the said additions and/or alterations and/or additional storey or storeys or structures as aforesaid and to make the said additional storey or storeys or structures which may be constructed by the Promoters and also for the aforesaid purpose to shift the present water tanks and lift machine room on the upper floors when so constructed and Allottee/s hereby consent to the same being done by the Promoters PROVIDED that as long as the Promoters do not in any way affect or prejudice the right hereby granted in favour of the Allottee/s the Promoters shall



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43. Notwithstanding what is stated above, it is agreed that on the Flat Allottee/s committing default in the payment of the consideration amount or any other amount which becomes due and payable by the Flat Allottee/s to the Developer under the terms and conditions of this Agreement, including

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his/her proportionate share of taxes levied by concerned local authorities and other outgoings and/or on the Flat Allotee/s Allotee/s committing breach of any of the terms and conditions herein contained, the Developer shall be entitled, at its own option, to give to the Flat Allotee/s 15 (Fifteen) days notice in writing to remedy the breach and in the event of the Flat Allotee/s failing to remedy the breach within the said period of 15 (Fifteen) days, to terminate the Agreement forthwith PROVIDED HOWEVER that upon termination of this Agreement as aforesaid, the following consequences shall follow-

- (a) the Flat Allotee/s shall cease to have any right or interest in the said flat or any part thereof;
- (b) the Developer shall be entitled to sell the said flat to such other person or party or in such other manner deal with the said flat, as the Developer may deem fit, at such consideration and on the terms and conditions as Developer may in its/their absolute discretion deem fit;
- (c) On the realisation of the sale consideration from the new Allotee/s of the said flat the Developer shall refund to the Flat Allotee/s the amount paid by the Flat Allotee/s to the Developer in pursuance of this Agreement after deducting therefrom -
  - i) 5% (five percent) of the purchase price i.e. the earnest money of the said flat (which is to stand forfeited to the Developer)
  - ii) the taxes and outgoings, if any, due and payable by the Flat Allotee/s in respect of the said flat upto the date of termination of this Agreement.
  - iii) the amount of interest payable by the Flat Allotee/s in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid.
  - iv) in the event of the said resale price being less than the purchase price mentioned herein, the amount of such deficit; and
  - v) the costs incurred by the Developer in finding a new Buyer for the said flat.



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- (d) The Developer shall, in the event of any shortfall, be entitled to recover the said amounts from the Flat Allottee/s. The Developer shall not be liable to pay to the Flat Allottee/s any interest, compensation, damages, costs, otherwise. The said amount shall be accepted by the Flat Allottee/s in full and final satisfaction of all his/her/their claim under this Agreement and/or in or to the said flat.
- (e) The Promoters shall, in the event of any shortfall, be entitled to recover the said amounts from the Allottee/s. The Promoters shall in any case 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 Service Tax, VAT, GST, Stamp Duty, Registration Fees etc. 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 Premises. The Allottee/s agree that receipt of the said refund by cheque from the Promoters by 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 cheque or not, will amount to the said refund. Provided always that the power of termination herein before contained shall not be exercised by the Promoters unless and until the Promoters shall have given to the Allottee/s 15 (fifteen) days prior notice in writing of its



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	have been made by the Allottee/s in remedying such breach
	or breaches within fifteen days of such notice.

44. The Promoter shall offer the possession in the manner stated hereinafter;-

- (i) Upon obtainment of the Occupancy Certificate from MCGM and upon payment by the Allottee/s of the requisite

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instalments of the Sale Consideration and all other amounts due and payable in terms of this Agreement, the Promoter shall offer possession of the Said Premises to the Allottee/s in writing ("**Possession Date**"). The Allottee/s agrees to pay the maintenance charges as determined by the Promoter or the said Society, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee/s in writing within 7 days of receiving the Occupancy Certificate of the Real Estate Project.

- (ii) The Flat Allottee/s shall take possession of the said Premises within 15 days of the Possession Notice.
- (iii) Upon receiving the Possession Notice from the Promoter, the Flat Allottee/s shall take possession of the said Premises from the Promoter by executing necessary indemnities, undertaking and such other documentation as may be prescribed by the Promoter, and the Promoter shall give possession of the said Premises to the Allottee/s. Irrespective of whether the Allottee/s takes or fails to take possession of the Premises within the time provided hereinabove, such flat Allottee/s shall continue to be liable to pay maintenance charges and all other charges with respect to the Premises, as applicable as shall be decided by the Promoter.
- (iv) Within 15 (fifteen) days of receipt of the Possession Notice the Allottee/s shall be liable to bear and pay his/her/their proportionate share i.e. in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project and Larger Land including inter-alia, local taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM or other concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and incidental to the management and maintenance of the Real Estate Project and/or the Larger Land. Until lease/conveyance being executed and registered with the Federation/Society/Condominium, the Allottee/s shall pay to the Promoter such proportionate share of



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outgoings as may be determined by the Promoter at its sole discretion. The Allottee/s further agrees that till the Allottee's share is so determined by the Promoter, the Allottee/s shall pay to the Promoter provisional monthly contribution towards the outgoings. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and shall remain with the Promoter until the Lease/conveyance is duly executed and registered. On execution of the lease, conveyance the aforesaid deposit less any deductions as provided for in this Agreement shall be paid over the Promoter to the Apex Body and/or the Society.

45. The Allottee/s shall before taking possession of the said flat/premises over and above purchase price pay the following amounts to the Promoters:

(I)

(a) Rs.650/- (Rupees Six Hundred Fifty only) Share Money & Entrance Fees;

(b) Rs.20,000/- (Rupees Twenty Thousand only) legal charges for making this Agreement.

Rs.10,000/- (Rupees Ten Thousand only) for installation of Electric Transformers or Sub-Station, Cable and CFO cable charges.

Rs.20,000/- (Rupees Twenty Thousand only) towards electric meters, water meters, rain water harvesting and sewage treatment plant (STP).

(e) Rs.7,000/- (Rupees Seven Thousand only) for Pipe Gas Connection, subject to its availability from MGL or its concerned authority

(f) Development charges @ **Rs. 22,350/- (Rupees Twenty Two Thousand Three Hundred Fifty Only)** per Sq. Ft.

(g) Allottee/s shall also pay the following amounts at the time of taking possession:

(II) Two years maintenance charges and other outgoings charges **Rs. 1,25,160/-** (Approximately and tentative and may

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increase with the increase in Municipal taxes and other charges.)

- (III) (a) **Rs. 93,125/-** for Clubhouse, swimming pool membership charges. The Promoters shall retain this amount towards costs for providing the aforesaid facilities. This amount is an additional consideration for the cost of the said facilities.
- (b) **Rs. 37,250/-** towards the corpus fund to be generated for the maintenance and upkeep of the clubhouse and swimming pool facilities.
- (IV) (a) Amounts on account of MVAT on execution of this Agreement plus any increase because of statutory amendments.
- (b) Amounts on account of Service Tax on execution of this Agreement plus any increase because of statutory amendments.
- (V) Any levy or tax payable as may be applicable

46. The Promoters shall maintain a separate account in respect of payments made/expenses incurred as mentioned in sub clause II of clause 45 after deduction of expense/outgoing there from, transfer the balance to the Condominium / Co-operative Society or body as and when formed as provided herein.

47. Notwithstanding payment towards maintenance charges and other outgoings as provided in item (1) of the clause hereto, the Allotee/s shall, however, continue to be liable monthly outgoings as provided in Seventh Schedule hereto. The Promoters shall at their option be entitled to make payment of Municipal Taxes and other outgoings on behalf of the Allotee/s out of the said deposit and the balance of the said deposit and other deposit shall be transferred to the proposed society to the credit of the Allotee/s at the time of the transfer of the said property.

48. Over and above payment of professional charges for forming the proposed Co-operative Society for preparing



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Conveyance/Transfer document as per law and other documents in favour of such proposed Co-operative Society or for submitting the same to the provisions of the Maharashtra Apartment Ownership Act, 1970, as provided herein, the Allottee/s shall pay on demand stamp duty and registration charges, if any, payable on the documents to be executed in favour of such Society or for execution of Apartment Deeds in favour of the Allottee/s and/or any additional professional charges payable for the same. The Promoters shall not be liable to bear any cost or expenses. All such documents shall be prepared by the Promoters Advocates. The transfer in favour of the Society shall be balance property i.e. after handing over set back areas, owners portion, deduction of amenity space etc. from the property, more particularly described in the Third Schedule hereunder written.

49. If after the possession of the said flat/premises offered to the Allottee/s any additions or alterations, in or about or relating to the said building or any part thereof are at any time required to be made by the Government, Municipality or any Statutory, Public or Local Authority, the same shall be the responsibility of the Allottee/s and all other Allottee/s of the said flat/premises in the building shall be carried out by the Allottee/s in the said building at their costs and expenses and the Allottee/s and other such Allottee/s shall bear and pay the said



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and the Allottee/s shall bear and pay his/her/their share of contribution thereof immediately on demand. The Promoters shall not be in any manner liable or responsible to carry out the said additions or alterations or any of them or for the

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aforesaid consequences or to bear, pay or contribute anything in that behalf.

50. The Developers shall after all the flats in the buildings i.e. White City, Wing A & Wing B have been sold shall form one or more co-operative society or a body of Allottee/s of all the flat/premises in the building White City Wing A & Wing B. The Allottee/s agrees and undertakes to be a members of such Co-operative Society/body and this Agreement shall be treated as an irrevocable application and consent to become such a member. The Allottee/s shall pay entrance fee and share monies to the Promoter of the said Society for becoming members thereof. If the Allottee/s of the tenements do not take steps for formation of such society then the Promoters may at their option take such steps and in that case the Allottee/s shall within one week from being called upon to do so by the Promoters time being of the essence do execute and delivered by the Other Allottee/s to the Promoters all acts, documents and papers for or in connection with the formation and registration of such Co-operative Society as the case may be bye-laws or constitution of rules thereof or other papers to be submitted in connection therewith even subsequent to the same being signed or approved by the Allottee/s as may be required by the Authorities concerned or as may be desired by the Promoters to protect the right and interest of the Promoter. The Allottee/s agrees to be bound by the said additions and alterations and undertakes not to take any objection or action in the matter or to do anything whereby the rights and interest of the Promoters may be injured prejudiced and endangered in any manner or likely so to be. It is clearly understood and agreed that the responsibility for formation and registration of the said Society shall be of the Allottee/s and other Allottee/s and not of the Promoters, notwithstanding anything done by the Promoters in that behalf. Failure to comply with the provisions of this clause



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will render this Agreement to come to an end and the money paid by the Allottee/s shall stand forfeited to the Promoters.

51. The Allottee/s shall regularly pay every month on account of the outgoings and expenses inclusive of those mentioned in the Eighth Schedule hereto. The aforesaid payments are not final and exact and same shall be adjusted towards the final and exact amount to be decided by the Society to be formed by the Allottee/s of tenements in the said flat/premises.
52. The Allottee/s hereby agree to contribute and/or pay his proportionate share towards the costs, expenses and outgoings in respect of the matters specified in the Eighth Schedule hereunder written as and when the same is demanded by the Promoters, till the formation of the society when the land and building are transferred to it.
53. Any delay or indulgence by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee/s shall not be construed as a waiver on the part of the Promoters of any breach of non-compliance of any of the terms and conditions of this Agreement and until they obtain previous consent in writing of the Promoters.



54. The said Building shall always be known as "WHITE CITY" and the name of the Condominium / Co-operative Society or Limited Company / Association to be formed shall always bear the same i.e. 'WHITE CITY', and this shall not be changed without the written permission of the Promoters.

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55. After the construction of the said buildings is completed and all the tenements in the said building are sold and disposed off and after the Promoters have received in full the dues payable to them under the terms of this Agreement and the Agreement with various Allottee/s the Promoters shall execute Conveyance as per law of the Project Property as

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described in the third schedule in favour of the Association of Allotee/s Allotee/s either Society or federation or any other body.

56. All letters, receipts, and/or notices issued by the Promoters and dispatched under certificate of posting to the address of the Allotee/s be sufficient proof of receipt of the same by the Allotee/s Allotee/s and shall fully and effectually discharge the Promoters.

57. The Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 or the Maharashtra Apartment Ownership Act (Mah Act. XV of 1971) Act, 1963 and the Maharashtra Ownership Flat Rules, 1964, or the Maharashtra Apartment Ownership Act, 1970, or the Companies Act, 1956 and Real Estate (Regulation & Development) Act, 2016 whichever may be adopted by the Promoters and the rules made thereunder or any amendments or re-enactment thereof for the time being in force or any other provisions of law applicable thereto. The Allotee/s shall himself/herself/ themselves take the steps at his/her/their own cost for getting this Agreement registered with the Sub-Registrar of Assurances, Mumbai and the Promoters shall attend to office of the Sub-Registrar of Assurances, Mumbai for admitting execution upon receipt of the information in writing from the Allotee/s. The Allotee/s will bear and pay the costs of registration charges, stamp duty etc. The Allotee/s shall lodge this Agreement for registration within one month from the date hereof. Till this Agreement is not registered, the Promoters shall not be bound to hand over possession of the said flat/premises to the Allotee/s.



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58. The Allottee/s shall whenever called upon by the Promoter execute the Deed of Apartment duly prepared and executed by the Promoter herein and attend the office of the Sub-Registrar of Assurances to register the said Deed of Apartment.
59. The Deposits and moneys paid by the Allottee/s to the Promoters as provided hereinafter deducting the costs, charges and expenses shall be transferred by the Promoters only to the Co-operative Society or any other body as the case may be as hereinabove mentioned and such deposits shall bear no interest from the day they are paid till the day they are transferred as hereinabove mentioned.
60. It is hereby agreed that the Promoters will be entitled to sell the flat/premises, in the said building for the purpose of using the same as Banks, Dispensaries, Nursing Homes and/or Maternity Home, Coaching Classes and for other business purpose and the Allottee/s shall not object to the user of the said flat/premises for the aforesaid purpose by the Allottee/s thereof.



The Allottee/s agree/s and undertake/s to pay to the Promoters all outgoing, maintenance charges and taxes allocable to the said flat/premises proportionately and on that account shall pay to the Promoters every month

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	yr	maintenance charges and taxes of the building from the date
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Allottee/s until the property is transferred to a Co-operative Society Limited. The Promoters shall be entitled to claim enhanced amount towards monthly payment of outgoing, maintenance charges and taxes, if the total outgoing

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payable exceed the amounts payable by the Allottee/s as provided herein.

62. In the event of any portion of the said property being required by the Reliance Energy Limited/TATA Power for putting up an electric sub-station, the Promoters shall be entitled to give such portion to the said Reliance Energy Limited or any other body for such purpose on terms and conditions as the Promoters may think fit.
63. In the event of any portion of the land being notified for set back prior to the transfer of the property to the Condominium/Co-operative Housing Society or any other body the Promoters alone shall be entitled to receive the amount of compensation or FSI for setback land.
64. The Promoters shall hand over possession of the said project property as described in the third schedule herein to the condominium/Co-operative Society or any other body viz. company etc. to be formed by all the Allottee/s, upon all the tenements having been sold and the Promoters having received full purchase price from all the Tenants, Allottee/s.
65. It is expressly agreed by the Allottee/s that any amount payable on account of service tax, VAT, LBT, GST or such other applicable taxes shall be borne and paid by the Allottee/s alone over and above the consideration and the other sums payable under this Agreement. Any increase in BMC Tax namely taxes imposed by the Assessment and Collection Department of BMC etc. shall be borne and paid by the Allottee/s alone.
66. The Allottee/s are aware that as per present statute, Service Tax/VAT/GST/LBT are leviable/applicable on the Sale Consideration herein and consequently the amount of each



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installment payable by the Allottee/s to the Promoters in respect of this transaction shall proportionately increase to the extent of the liability of such taxes. The Allottee/s hereby undertakes(s) to pay the amount of the Service Tax/VAT/GST/LBT along with each installment from the effective date and further shall not dispute or object to payment of such statutory dues. In case of delay in payment of Service Tax/VAT/GST/LBT by the Allottee/s to the Promoters, the Allottee/s shall be liable to pay interest at the rate of 18% on all delayed payments of the aforesaid taxes from the due date till the date of payment thereof or the rate levied by the authorities, whichever is higher. The Promoters shall not be bound to accept the payment of any installment unless the same is paid along with the amount of Service Tax/VAT/GST/LBT along with the interest applicable thereon and the Allottee/s shall be deemed to have committed default in payment of amount due to the Promoters hereunder if such payment is not accompanied with the applicable Service Tax/VAT/GST/LBT.



The Allottee/s do hereby agree/s and confirm/s with the Promoters that in addition to the amounts payable under this Agreement, the Allottee/s will also pay the amounts towards Service Tax, interest and penalty as well as Sales Tax Service and penalty as determined by the Developers by Cheque/ Pay Order drawn in favour of the Developers for deposit before taking possession. The aforesaid condition will form part and parcel of fundamental terms of this agreement.

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The Allottee/s hereby further agree/s and confirm/s with the Promoters if there is any additional liability over and above the amount/s deposited and/or to be deposited by the Allottee/s in pursuance of this agreement and interest earned thereon (if any), then all such liabilities will be borne, paid and discharged by the Allottee/s upon being called upon to

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do so by the Promoters without any delay or default. The Allotee/s further agree/s and confirm/s that the aforesaid obligation to pay any further or other amounts towards the Sales Tax and the Service Tax, interest, and penalty will be a charge on the right, title interest, claim and demand by the Allotee/s in respect of the said premises agreed to be purchased by the Allotee/s.

69. It is specifically agreed that Stamp Duty and Registration charges in respect of this Agreement shall be borne and paid by the Allotee/s alone.
70. The Building proposed to be constructed on the said property is expected to be completed and possession of the said flat/premises is expected to be delivered by **30<sup>th</sup> June 2019** ("Possession Date"). Provided however, that the Promoter shall be entitled to extension of time for giving delivery of the Premises on the Possession Date, if the completion of the Real Estate Project is delayed on account of any or all of the following factors;
- (a) Non- availability of Cement, Steel and other building materials, electrical and/or other power connection, elevator drainage and water connection.
- (b) Any Civil Commotion or any Act of God or any other natural calamities or Act of State or Force Majeure or any act of enemy, war or law or ordinance restraining sale development of land or building material.
- (c) Labour strike or any litigation.
- (d) Stay Order issued by any court of Law, competent authority, MCGM, statutory authority.
- (e) Any other circumstances that may be deemed reasonable by the authority..
- (ii) If the Promoter fails to abide by the time schedule for completing the said Real Estate Project and for handing over the said Premises to the Flat Allotee/s on the Possession



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Date, then the Allottee/s shall be entitled to either of the following:-

- (a) call upon the Promoter by giving a written notice by Courier/Email/Registered Post A.D. at the address provided by the Promoter ("Interest Notice") to pay Interest Rate at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon for every month of delay from the Possession Date (the Interest Rate") on the Sale Consideration paid by the Allottee/s. The interest shall be paid by the Promoter to the Allottee/s till the date of offering to hand over of the possession of the said Premises by the Promoter to the Allottee/s.
- (b) The Flat Allottee/s shall be entitled to terminate this Agreement by giving written notice to the Promoter by Courier/Email/Registered Post AD at the address provided by the Promoter ("**Flat Allottee/s Termination Notice**"). On the receipt of the Allottee/s Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled. Within period of 30 days from the date of receipt of the Termination Notice by the Promoter, the Promoter shall refund to the Allottee/s the amounts already received by the Promoter under this Agreement with interest thereon at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon ("Interest Rate") to be computed from the date the Promoter received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts by the Promoter, the Flat Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or Car Parking Space and the Promoter shall be entitled to deal with and/or dispose off the said Premises and/or the car park in the manner it deems fit and proper



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71. The Allottee/s shall take over the said flat/premises within seven day of the Promoters giving written notice, intimating

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to the Allotee/s that the said flat/premises is ready for occupation by making all the payments payable at the time of possession as provided herein.

72. The Promoters shall in respect of any amount due and payable by the Allotee/s under the terms and conditions of the Agreement have first and paramount lien and charge on the said flat/premises agreed to be acquired by the Allotee/s without prejudice to the Promoters other rights under this Agreement and/or laws. The Allotee/s shall be liable to pay to the Promoters interest at the rate as stated in clause 18 herein, per annum on all amounts due and payable by him/her/them to the Promoters under the terms and conditions of this Agreement, if such amount or amounts remain unpaid for seven days or more after becoming due.

73. If the Allotee/s neglect(s), omit(s) or fail(s) for any reason whatsoever to pay to the Promoters any of the amount due and payable by the Allotee/s under the terms and conditions of this Agreement (whether before or after delivery of possession) within the time herein specified or if the Allotee/s shall in any other way fail to perform or observe any of the covenants and stipulations on its part hereinafter contained or referred to the Promoters shall be entitled to re-enter upon and resume possession of the said flat/premises and of every thing whatsoever therein and this Agreement shall cease and stand terminated and the earnest money and all other amount already paid by the Allotee/s shall have no claim for refund or payment of the said earnest money and/or the other amount already paid by the Allotee/s or any part thereof and the Allotee/s hereby agree to forfeit all his/her/their right, title and interest in the said Flat/Parking Space and all amounts already paid and in such event the Allotee/s and/or his/her/their nominee or nominees shall also be liable to immediate ejection as trespassers and the right given by this clause to the



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Promoters shall be without prejudice to any other right, remedies and claims whatsoever at law or under this Agreement of the Promoters against the Allottee/s PROVIDED THAT if the Agreement is terminated by the Promoters in pursuance of this clause the Promoters shall also be entitled to sell and dispose off the said flat/premises to any third party at the risk of the Allottee/s Allottee/s and to appropriate and forfeit the purchase price and/or the amount paid by the Allottee/s to the Promoters.

74. Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of the RERA and the Rules and Regulations, thereunder.

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws India as applicable in Mumbai City, and the Courts of Law in Mumbai

shall have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

The Promoter shall in the event if they submit the building White City and the said Property to the provisions of the Maharashtra Apartment Ownership Act, 1970, shall make and execute various deeds of apartments with the various Allottee/s of flats/apartments in the building White City. The Allottee/s agrees and undertakes to co-operate with the Promoter herein for the execution and registration of the various deed of apartments. The Promoter shall prior to the execution and registration of various deeds of apartments execute and register a declaration under section 2 of Maharashtra Ownership Apartments Act.

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IN WITNESS WHEREOF the Promoters through their authorized representatives and the Allottee/s hereto have hereunto set and subscribed their respective signature on the day and year first hereinabove written.

**THE FIRST SCHEDULE ABOVE REFERRED TO:  
(Larger Property)**

All those piece or parcel of land or ground being Plot No. 4, Survey No. 85, 86, 87 (part) of Village Akurli, Taluka Borivali and containing by admeasurement 46086.51 sq.mtrs. or thereabouts, situated at Kandivali (East), Mumbai 400 101, within the registration district and sub district of Mumbai City and Suburban.

**THE SECOND SCHEDULE ABOVE REFERRED TO:  
(Original Project Property)**

All that piece or parcel of land or ground situate, lying and being at Village Akurli, Taluka Borivli bearing Survey No. 85, 86, 87 (part) corresponding to CTS No. 174-C, within the registration district and sub-district of Mumbai City and Suburban and containing by admeasurement 35680 sq.mtrs.

**THE THIRD SCHEDULE ABOVE REFERRED TO:  
(PROJECT PROPERTY)**

All that piece or parcel of land or ground situate, lying and being at Village Akurli, Taluka Borivli bearing Survey No. 85, 86, 87 (part) corresponding to CTS No. 174-C, within the registration district and sub-district of Mumbai City and Suburban and containing by admeasuring 16,100 Sq. Mtrs. and shown in black boundary in the plan Annexure 'C'.



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**THE FOURTH SCHEDULE ABOVE REFERRED TO:  
(BALANCE PROPERTY)**

All that piece or parcel of land or ground situate, lying and being at Village Akurli, Taluka Borivli bearing Survey No. 85, 86, 87 (part) corresponding to CTS No. 174-C, within the registration district and sub-district of Mumbai City and Suburban and containing by admeasuring 19580 Sq. Mtrs. and shown in black boundary in the plan Annexure 'C' and 'D'.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:  
(Said Flat)**

Flats/Shops/Premises No. **1508** on the **15th** Floor in **A** wing in the building "WHITE CITY", which residential units/shops/premises are constructed in **Phase I**, which is being constructed on the property more particularly described in the Second Schedule hereinabove.



**THE SIXTH SCHEDULE ABOVE REFERRED TO:  
(Common Areas and Facilities)**

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1, 2, 3 & 4 BHK Air conditioned Homes.

2. Staircase and Lift well.
3. (2 Tower each 40 Storeyed)
4. Gymnasium
5. Wifi enabled lobbies
6. Squash court
7. Jogging track
8. Tennis court
9. Badminton Area
10. Cricket enclosure
11. 3 tier security system
12. Deck with lounge seating
13. Children's play area
14. Water features

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*(Handwritten signature)*

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15. Lounge Pavillion
16. Chess board
17. Half Basketball court
18. Putting Course
19. Toddlers play area
20. Function Pavillion
21. Cabana
22. Main pool with Gazebo
23. Adult Pool
24. Kids play pool
25. Toddlers play pool
26. Skate Rink
27. Kid's Play area
28. Table tennis
29. Games Room
30. Steam & Sauna
31. Library
32. Party Terrace
33. Beautiful Landscape garden with playing amenities

**THE SEVENTH SCHEDULE ABOVE REFERRED TO:  
(List of specifications, fixtures, fittings and amenities)**

1. Floor-to-floor height of 10.6 ft.
2. Italian Marble flooring in Living & dinning area.
3. Vitrified flooring in bedrooms.
4. Vitrified flooring in bathrooms.
5. Split Air conditions in living and bedrooms.
6. Granite kitchen platform with Stainless steel sink.
7. Alluminuim sliding window in Hall and Bedroom.
8. Designer Bathrooms.
9. Video Door phone with Intercom.



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P.S.: Promoter/Developer reserves the right to amend or alter the above specifications for equivalent/alternate option if circumstances so require.

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**THE EIGHTH SCHEDULE ABOVE REFERRED TO:  
(Expenses and Charges)**

1. The expenses of maintaining, repairing, redecorating, etc. of the main structure and in particular the terrace, gutters and rain water pipes, of the building, water pipes, lift and electric wire in, under or upon the building and enjoyed or used by the flat/premises holder/s in common with the other occupiers of flats and the main entrance, passages, landings, lifts and staircases of the Building as enjoyed by the flat holder/s used by him/her/them in common as aforesaid in boundary walls of the buildings, compound, terrace etc.
2. The cost of cleaning and lighting the passages, water pump, landings, staircases, lift common lifts and other part of the building used by the flat holder/s in common as aforesaid.
3. The cost of the salaries of clerks, bill collector, liftman, chowkidars, pumpman, sweeper etc. The cost of working and maintenance of common lights, water pump, lift and other service charges.
4. Deposits for building water meter, electric meter sewer line etc.
5. Municipal and other taxes such as Water Charges Bills, Electricity charges, Levy and Revenue N.A. taxes etc.  
Insurance of the Building.  
Betterment Charges levied by the authorities.  
Such other expenses as are necessary or incidental for the maintenance and the upkeep of building.



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*Rajesh P. Ltd.*

SIGNED SEALED AND DELIVERED  
By the within-named "Promoters"  
Rajesh Real Estate Developers Private Limited  
In the presence of...

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



SIGNED SEALED AND DELIVERED  
By the within-named "Allottee/s"

Mrs. Shweta Sharma *Shweta*



Mr. Shashi Bhushan Sharma

*Shashan*

In the presence of.....

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



**RECEIVED** on the day, the month  
and the year first hereinabove written of  
and from the within-named Allottee/s  
a sum of **Rs. 70,76,629/-**

**[Rupees Seventy Lakh Seventy Six Thousand  
Six Hundred Twenty Nine Only]**

being the amount as mentioned within  
to be by him/her/them paid to us



**Rs. 70,76,629/-**

**WE SAY RECEIVED  
For Rajesh Real Estate Developers Pvt. Ltd.**

*Rajesh P. Ltd.*

**WITNESSES:**

*[Two witness signatures]*

**Director**

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BMP-201-2006-10,000 Forms (4 Pages)

ENGR. IN CH. PROPL. (W.S.) & P. WARD  
E. BABASAHEB AMBEDKAR MARKET BLDG.  
KANDIVALI/WEST, MUMBAI-400 027

BC-48

THIS I.O.D. IS ISSUED SUBJECT TO THE PROVISIONS OF URBAN LAND CEILING AND REGULATIONS ACT 1973

Form 346  
88

in replying please quote No. and date of this letter

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

26 NOV 2007

No. E.B./CE/ 44800 + BS/A II of 200 - 200

MEMORANDUM

Municipal Office  
Mumbai

Spaceage Consultants Pvt. Ltd. of Mumbai

With reference to your Notice, letter No. 7103 dated 19.10.2007 and delivered on 20.10.2007 and the plans, Sections Specifications and Description and further particulars and details of your buildings proposed bldg. on plot bearing C.R. No. 104C of village Kurla at Kurla Road, Kandivalli (W). to me under your letter dated 19.10.2007. I have to inform you that I cannot approval of the work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Bombay Municipal Corporation Act as amended upto-date, my disapproval by thereof reasons -



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

1. That the Commencement Certificate under Sec. 44/69(I)(a) of the M.R.T.P. Act will not be obtained before starting the proposed work.
2. That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding ~~as per~~ <sup>proye</sup> the work as per D.C. Regulation No. 38(27). 

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3. That the low lying plot will not be filled upto a reduced level of at least 92 T.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders, etc. and will not be leveled, rolled, consolidated and sloped towards road side before starting the work.

TRUE COPY

*Shree*  
For Spaceage Consultants

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

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

Subject to your so modifying your intention as to comply with the before mentioned objections and meet by requirements laid down otherwise you will be at liberty to proceed with the said building or work at any time before the 31st day of May 1930, but not so as to contravene 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.

*Sd/-*  
Executive Engineer, Building Proposals  
Zone, Wards



**SPECIAL INSTRUCTIONS**

THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY

Under Section 3 of the Bombay Municipal Corporation Act as amended, the Municipal Commissioner for Greater Mumbai has empowered the City Engineer to exercise perform and discharge the powers, duties and responsibilities laid down and vested in the Commissioner by Section 36 of the said Act.

The following levels of the ground has fixed as follows:-

(1) Every person who shall erect a new domestic building shall cause the same to be built so that every part of the building shall

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

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

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

Notwithstanding anything contained in the provision of Section 152 of the Act whereby the persons liable to pay property taxes are required to pay the same on the completion of a new building or occupation of building which has been vacant to the Commissioner within the limits of the completion or of the occupation whichever first occurs. This compliance with this provision is enforceable under Section 471 of the Act irrespective of the fact of the valuation of the premises will be liable to be fixed under Section 167 of the Act from the earliest possible date in the current year in which the completion or occupation is detected by the Assessor and Collector's Department.

(5) Your attention is further drawn to the provision of Section 353-A about the necessity of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to grant a permit for occupation and to levy penalty for non-compliance under Section 471 if necessary.

- (6) The progress date of completion of work should be communicated as per requirements of Section 347 (1) (a) of the Bombay Municipal Corporation Act.
- (7) One more copy of the block plan should be submitted for the Collector, Mumbai Suburbs District.
- (8) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector Mumbai Suburban District before the work is started. The Non-agricultural assessment shall be paid at the site that may be fixed by the Collector, under the Land Revenue Code and Rules thereunder.

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

## NOTES

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



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- (20) This Intimation of Disapproval is given exclusively for the purpose of enabling you to proceed further with arrangements of obtaining No Objection Certificate from the Housing commissioner under Section 13 (h) (1) of the Rent Act and in the event of your proceeding with the work either without an intimation about commencement of the work under Section 347 (1) (aa) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanction will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act, 1966, (12 of the Town Planning Act), will be withdrawn.
- (21) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstance the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following:-
- Specific plans in respect of evicting or rehousing the existing tenants on hour stating their number and the area in occupation of each.
  - Specifically signed agreement between you and the existing tenants that they are willing to avail of the alternative accommodation in the proposed structure at standard rent.
  - Plans showing the phased programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development control Rules regarding open spaces, light and ventilation of existing structure.
- (22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its from outside should be done first before starting the work.
- (23) In case of additional floor no work should be start or during monsoon which will same arise water leakage consequent nuisance to the tenants staying on the floor below.
- (24) the bottom of the over hand storage work above the finished level of the terrace shall not be more than 100 mm.
- (25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained.
- (26) It is to be understood that the foundations must be excavated down to hard soil.
- (27) The positions of the nahanis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- (28) The water arrangement must be carried out in strict accordance with the Municipal requirements.
- (29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Corporation Act.
- (30) All gully traps and open channel drains shall be provided with right fitting mosquito proof covers made of wrought iron plates or hinges. The manholes of all cisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on tightly serving the purpose of a lock and the warning pipes of the ribbet pretensed with screw or dome shape pieces (like a garden mari rose) with copper pipes with perforations each not exceeding 1.5 mm. in diameter the cistern shall be made easily, safely and permanently a ceasible by providing a firmly fixed iron ladder, the upper ends of the ladder should be earmarked and extended 40 cms. above the top where they are to be fixed and its lower ends in cement concrete blocks.
- (31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not the use of plane glass for coping over compound wall.
- (32) (a) Louvres should be provided as required by Bye-law No. 5 (b).  
 (b) Lintels or Arches should be provided over Door and Window opening.  
 (c) The drains should be laid as require under Section 234-1 (a).  
 (d) The inspection chamber should be plastered inside and outside.
- (33) If the proposed additional is intended to be carried out on old foundations and structures, you will do so at your own risk.



COPY TO LICENSED SURVEYOR/GWNEP

Executive Engineer, Building Proposal  
 EXECUTIVE ENGINEER, Building Proposal  
 WARD 1 & 2

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

1. That the plinth/shift height shall not be got checked by this office staff.
2. That the Water connection for construction purposes will not be taken before C.C.
3. That the plan for Architectural Elevation and projection beyond proposed bldg line will not to be submitted and got approved before C.C.
4. That the permission of constructing temporary structures of any nature shall not be obtained.
5. That the requirement of N.O.C. from C.A. U.L.C. & R Act. will not be complied with before starting the work above plinth level.
6. That the debris shall not be transported to the respective Municipal Dumping site and challan to that effect shall not be submitted to this office for record.

**C - GENERAL CONDITIONS TO BE COMPLIED BEFORE O.C.**

1. That the dust bin will not be provided as per C.E.'s circular No. CE / 9297 / II of 26.06.1978.
2. That 100" wide paved pathway upto staircase will not be provided.
3. That the surrounding open spaces, parking spaces and terrace will not be kept open.
4. That the name plate/board showing Plot No., Name of the Bldg. etc. will not displayed at a prominent place before O.C.C. / B.C.C.
5. That B.C.C. will not be obtained and JOD and Debris deposit etc. will not be claimed for refund within a period of six year from the date of B.C.C.



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6. That the carriage entrance shall not be provided before start work.
7. That the Non-Agricultural permission / revised N.A. shall not be submitted before occupation.
8. That terraces, sanitary blocks, nahans in kitchen will not be made waterproof and same will not be provided by method of ponding and all sanitary connections will not be made leakproof and smoke test will not be done.
9. That the final N.O.C. from H.E.dept./E.E.(S.W.D)/Lift Inspector shall not be submitted before O.C.C.
10. That the Final N.O.C. from A.A.& C.(R/S) shall not be submitted before occupation.
11. That the conditions mentioned in the clearance under No.C/ULC/DIII/22/8710 dt.24.10.07 obtained from competent authority under U.L.C. & R Act. 1976 shall be complied with.
12. That the Structural Engineers Stability Certificate along with R.C.C. design, canvas plan shall not be submitted.
13. That the separate vertical drain pipe, soil pipe with a separate gully trap, water main, O.H. Tank etc. for Maternity Home/Nursing Home, user will not be provided and that drainage system or the residential part of the building will not be affected.
14. That debris shall not be removed before submitting B.C.C.
15. That the Co.Op.Hsg.Society of the perspective purchaser shall not be formed and regd. certificate to that effect shall not be submitted before B.C.C.
16. That canvas mounted plans shall not be submitted along with Notice of completion of work u/s 353F of M.M.C. Act for work completed on site.
17. That every part of the building constructed and more particularly O. H. Tank will not be provided with a provision of safe and stable ladder.



THIS T.O.D. / 10/11/07 IS ISSUED SUBJECT TO THE PROVISIONS OF URBAN LAND CEILING ACT, 1976.

*[Signature]*  
EXECUTIVE ENGINEER,  
GANDHINAGAR DISTRICT, GANDHINAGAR

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4. That the specifications for layout/ roads/development of setback land will not be obtained from E.E.(R.C.)/(W.S.)/(PWD) before starting the construction work and the nucleus and setback land will not be developed accordingly including providing street lights and S.W.D., the completion certificate will not be obtained from E.E.(R.C.)/E.E.(S.W.D.)/(W.S.)/(P&R)/E.E.(T & C) before submitting Bldg. Completion Certificate.
5. That the Structural Engineer will not be appointed supervision memo as per Appendix-XI (Regulation-5 (3)(ix)) will not be submitted by him.
6. That the structural design including provision of seismic/wind load and or calculations for the proposed work and for existing building showing adequacy thereof to take up additional load will not be submitted before C.C.
7. That the sanitary arrangement shall not be carried out as per Muml. Specifications and drainage layout will not be submitted before C.C.
8. That the regular / sanctioned proposed lines and reservation will not be got demanded at site through E.E.(Survey)/E.E.(T&C)/E.E.(D.P.)/D.L.L.R. before applying for C.C.
9. That the Registered Undertaking and additional copy of plan shall not be submitted for agreeing to handover the set back land free of compensation and that the set back handing over certificate will not be obtained from Asstt. Commissioner that the ownership of the setback land will not be transferred in the name of M.C.G.M. before C.C.
10. That the Indemnity Bond indemnifying the Corporation for ownership, damages, risks, accidents, etc. and to the occupiers and u/t regarding no nuisance will not be submitted before C.C./ starting the work.
11. That the existing structure proposed to be demolished and shifted will not be demolished or necessary phase programme with agreement will not be submitted and got approved before C.C.
12. That the requirements of N.O.C. from E.E.(S.W.D.)/E.E.(T&C)/E.E.(R.C.)/E.E.(SEW)/E.E.(W.W.)/C.F.O./Dir. of Industry will not be obtained before requesting for C.C. and the requisition will not be complied with before occupation certificate / B.C.C.



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13. That the qualified / Registered Site Supervisor through Architects/Structural Engineer will not be appointed before applying for C.C.
14. That Extra Water and sewerage chrg. will not be paid to A.B.W.W. R/S Ward before C.C.
15. That N.O.C. from A.A. & C. (R/S) shall not be submitted before requesting for C.C. and final N.O.C. shall not be submitted before requesting for occupation / B.C.C.
16. That N.O.C. from H.E. shall not be submitted before requesting for C.C.
17. That the copy of application made for Non-agricultural user permission shall not be submitted before requesting for C.C.
18. That the regd. u/t. from the developer to the effect that the Meter cabin, stilt portion, society office, servants toilet, part/pocket terrace shall not be misused in future shall not be submitted before requesting for C.C.
19. That the development charges as per M.R.T.P. (Amendment) Act, 1992 will not be paid before C.C.
20. That the C.T.S. plan and P.R. Card area written in words through S.L.R. shall not be submitted before C.C.
21. That provision for Reliance Energy / M.T.N.L. shall not be made.
22. That the conditions mentioned in the release letter of E.E.D.P. under No.CHE/1121/DPWS/P&R dt. 1.10.07 shall not be complied with before C.C.
23. That the P.C.O. charges shall not be paid Insecticide Officer before requesting for C.C. 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 not 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 not be complied with.



THIS I.O.D. IS ISSUED SUBJECT TO THE PROVISIONS OF URBAN LAND CEILING AND REGULATIONS ACT 1978

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for *[Signature]*

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24. That separate P.R.C. for setback shall not be submitted before requesting balance F.S.I.
25. That the proportionate sewerage line charges as worked out by Dy.Ch.Eng. (Sew.Planning) shall not be paid in that office before requesting for C.C.
26. That the Janata Insurance Policy shall not be submitted before C.C.
27. That the layout/subdivision/amalgamation shall not be got approved before submission of C.C.
28. That requisition of clause 45 & 46 of D.C.R. 91 shall not be complied and records of quality of work, verification report, etc. shall not be maintained on site till completion of the entire work.
29. That the Regd. undertaking shall not be submitted for payment of difference in premium paid and calculated as per revised land rates.
30. That the building will not be designed complying requirements of all the relevant I.S. Codes including I.S. Code 1893 for earthquake design, the certificate to that effect shall not be submitted from Structural Engineer.
31. That the soil investigation will not be done and report there of will not be submitted with structural design before requesting for C.C.
32. That the N.O.C. from tree authority shall not be submitted and requirements therein shall not be complied with before requesting for C.C.
33. That the alternate arrangement for drinking water shall not be made for the existing tenants before demolishing the existing overhead water storage tank before C.C.
34. That provisions of Rain Water Harvesting as per the design prepared by approved consultants in the field shall not be made to the satisfaction of Municipal Commissioner while developing plots having area more than 1000 sq.mts.



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35. That the reg. u/t cum indemnity bond shall not be submitted before approval of plan stating that the Owner/Developer is aware of the existing Municipal dumping ground in close vicinity of their plot or the developer or his agent etc. shall not complain about the nuisance from the dumping ground by virtue of subsequent development on the plot and the developer shall declare this fact by way of a clause in agreement to the intended purchaser of the Residential/ Commercial/ Industrial units in their property.
36. That the requirement of clause 40 & 41 of D.C.R. shall not be incorporated in proposed plan and requirements shall not be complied with before submitted B.C.C.
37. That the bore well shall not be constructed in consultation with H.E. before requesting for C.C.
38. That the revalidation of development permission from U.L.C. authorities will not be done.
39. That the Mutation entry shall not be taken in the P.R.C. of sub plot 'A' that as for the T & C of approved layout the owner shall hand over 20% amenity space (over and above that has been provided on sub plot 'B') and 10% additional R.G. as per Regulation No. 57 (4)(c) (i) & (ii) of D.C.R. 1991 on sub plot A, considering the total area of sub plot A and B (i.e. 45800.00 sq.mt.).
40. That the details of quantity of debris created due to the development of proposed bldgs./ additions/ alterations and that the phase programme for removal of the said debris shall not be submitted and not followed scrupulously and u/t. to that effect shall not be submitted.
41. That the requisitions from Fire Safety point of view as per D.C. Regulations shall be complied with.
42. That the PAN card with the photo of the applicant as per prescribe proforma shall be submitted.
43. That all exterior walls shall not be constructed as per circular No. C/PD/12387 DT. 17.3.2005.
44. That the permit u/s. 390/394 shall surrender and NOC from A.E.(B&F) R/S shall be obtained.



THIS TO C. PERMIT IS ISSUED SUBJECT  
TO THE PROVISIONS OF URBAN LAND  
REGULATIONS AND REGULATIONS ACT 1974

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18. That site supervisor certificate for quality of work and completion of the work shall not be submitted in prescribed format.
19. That the some of drains will not be laid internally with C.I. Pipes.
20. Vermiculture bins for disposal of wet waste as per design and specification of organization/individuals specialized in this field, as per the list furnished by solid waste Management Department of M.C.G.M. shall be provided to the satisfaction of Municipal Commissioner.

**D. CONDITIONS TO BE COMPLIED WITH BEFORE B.C.C.**

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

THIS I.O.D. IS ISSUED SUBJECT TO THE PROVISIONS OF URBAN LAND CEILING AND REGULATIONS ACT 1978

*[Signature]*  
EXECUTIVE ENGINEER,  
BUILDING PROPOSAL (V.S.) R-Ward.

Mydocuments/SJR/IOD/A-4300



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१ लेखा खाता, श्री. वि. संकुली बांधकाम  
२ ए.पी. रोड, वर लोरेण्ड हाकेसाम,  
कांदिवली (पूर्व), मुंबई-४००१०१

**MUNICIPAL CORPORATION OF GREATER MUMBAI**

No. CHE/ A-4300/BP(WS)/AR of 26 MAR 2013

To,  
Shri Shashikant L. Jadhav  
Of M/s. Spaceage Consultants  
Architect.

Sub: Proposed residential building on plot bearing  
C.T.S. No. 174 C of village Akurli at Akurli  
Road, Kandivali (East), Mumbai

Ref : Your letter dated 08.10.2012

\*\*\*\*\*

Sir,

There is no objection to carry out the work as per amended plans submitted by you vide your letter under reference subject to the following conditions :-

- 1) That all the objections of this office Intimation of Disapproval under even No. dt. 26.11.2007 shall be applicable and should be complied with.
- 2) That the revised R.C.C. design and calculation, should be submitted.
- 3) That all the payments shall be paid before C.C.
- 4) That the Revised Drainage approval shall be obtained before C.C.
- 5) That the N.O.C. from Ch.Engr. (M & E), for Mechanical Ventilation of basement shall be submitted before C.C.
- 6) That the N.O.C. from High Rise Committee shall be obtained before C.C.



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- 7) That the revised clearance from Ministry of Environment & Forest (M.O.E.F.) shall be obtained before C.C.
- 8) That revised N.O.C. from H.E. shall be submitted before requesting for C.C.
- 9) That the N.O.C. from M.P.C.B. shall be obtained before C.C.
- 10) That the C.C. shall be got re-endorsed as per Amended approved plans.

One set of approved/certified plan is returned herewith as a token of approval.

Yours faithfully,

Encl.: 1 set of plan.

<sup>26/13</sup>  
Executive Engineer Bldg. Propls.  
(W. S.) 'R' Ward.



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MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No CHE/A-4300/BP(WS)/AR

COMMENCEMENT CERTIFICATE

United White Metal Ltd.  
Kurli Road, Kandivalli (E), Mumbai.

In reference to your application No. CHE/A-4300/BP(WS)/AR Dated, 19/10/2007 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 added 19/10/2007 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. 0 C.T.S. No. 174C Division / Village / Town Planning Scheme No. AKURLI-R/S situated at Kurli Road / Street in R/S Ward.

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

1. The land vacated on consequence of the endorsement of the setback line/ road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if
  - a. The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
  - b. Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
  - c. The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966.
7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.



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The Municipal Commissioner has appointed Shri. Assistant Engineer (B.P.) R1 ward Ashok b. Khandare Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 26/11/2017

Issue On : 26/12/2010

Valid Upto : 26/11/2017

Remark :

Approved By  
Executive Engineer  
Executive Engineer

Issue On : 21/4/2015

Valid Upto : 26/11/2017

Remark :

Approved By  
A.B.Kulkarni  
Executive Engineer

Issue On : 3/5/2017

Valid Upto : 2/5/2018

Remark :



Approved By  
Executive engineer  
Executive Engineer

Issue On : 30/5/2017

Valid Upto : 25/11/2017

Remark :

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Further C.C. is granted for wing B comprising of two levels Basement for parking + Stilt +1 level podium + 1st to 40th upper floors & the C.C. is re-endorsed for wing A comprising of two levels Basement for parking + Stilt + level podium + 1st to 40th upper floors & wing C & D up to top of stilt level (i.e. podium level) as per approved amended plans dated 20.9.2016. for C.T.S.No.174 C of village Akurli at Akurli road kandivali (East).

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Name : Ashok Bhausaheb  
Khandare  
Designation : Assistant  
Engineer  
Organization : Municipal  
Corporation Of Greater  
Mumbai  
Date : 30-May-2017 19:  
27:15

For and on behalf of Local Authority  
Municipal Corporation of Greater Mumbai

Assistant Engineer . Building Proposal  
Western Suburb II R/S Ward Ward

- cc :
1. Architect.
  2. Collector Mumbai Suburban /Mumbai District.

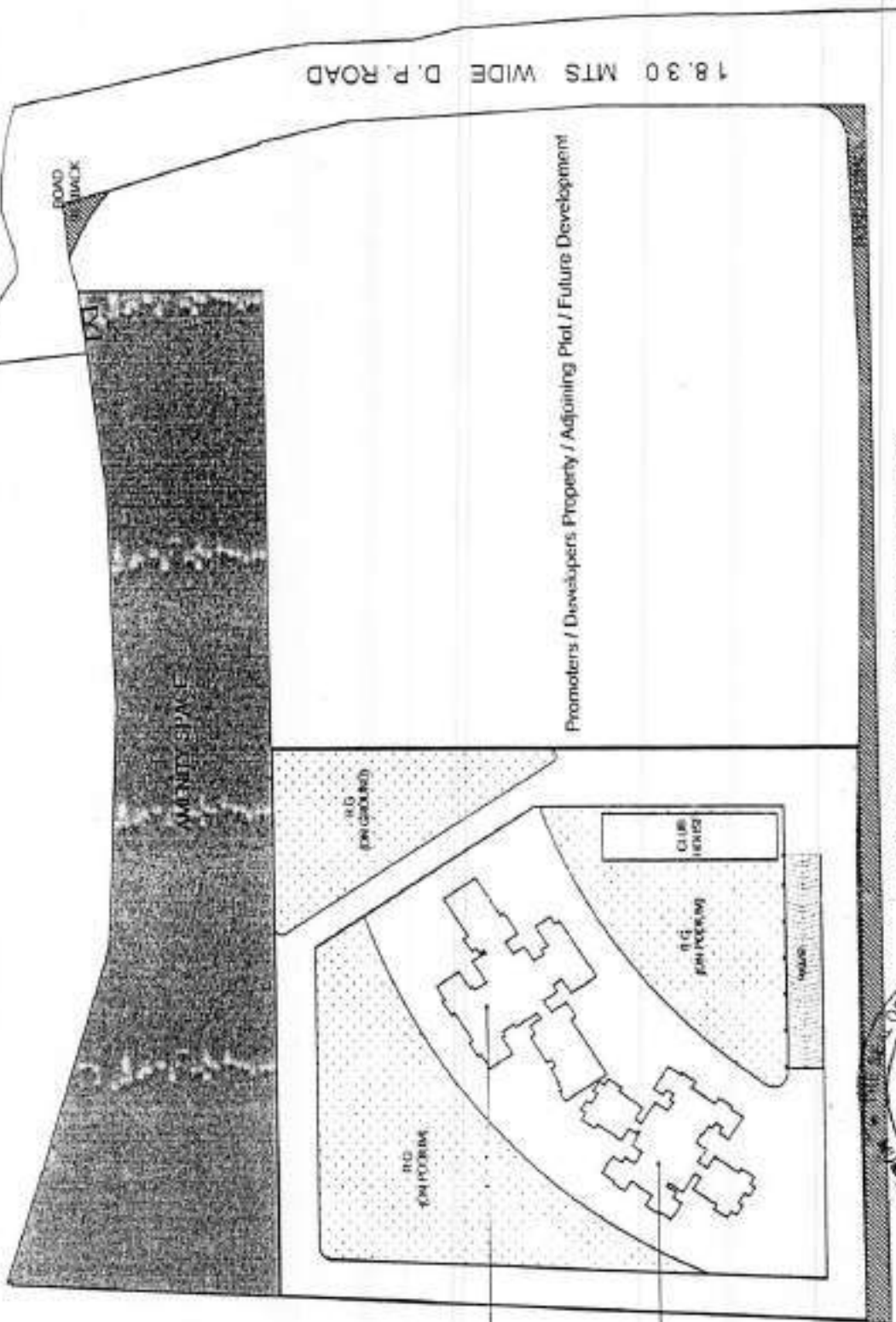


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ANNEXURE - C



18.30 MTS. AKURLI ROAD



LAYOUT PLAN

**WHITE CITY, KANDIVALI (E)**



PHASE - 2  
WING - B

PHASE - 1  
WING - A

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VIRAL VORA  
B.E. (Const); LLB  
Advocate - India  
Solicitor - UK & Wales

**VPV. LEGAL & ASSOCIATES**  
**ADVOCATES & SOLICITOR.**

JAGRUTI VORA  
B. Com., LLB  
(Advocate High Court)

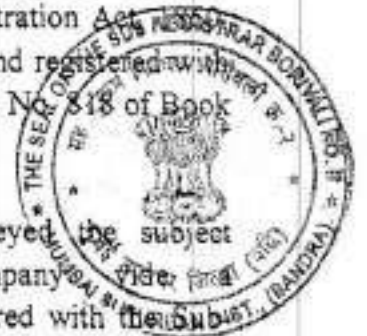
Ref : TC/RB/02/12/13/WC

OPINION ON TITLE

Re: All those piece or parcel of land or ground being Plot No. 4, Survey No. 85, 86, 87 (part) of Village Akurli, Taluka Borivali and containing by admeasurement 46086.51 sq.mtrs. or thereabouts, situated at Kandivali (East), Mumbai 400 101.

I. DEVOLUTION OF TITLE:

- (a) Mahindra & Mahindra Limited was seized and possessed of and/or otherwise well and sufficiently entitled to interalia all those piece or parcel of land or ground being Plot No. 4; Survey No. 85, 86, 87 (part) corresponding to CTS No. 174-C of Village Akurli, Taluka Borivali and containing by admeasurement 46086.51 sq.mtrs or thereabouts, situated at Kandivali (East), Mumbai 400 101, i.e. the subject mentioned property. Pursuant to the Conveyance dated 09.02.1962, between Pratapsingh Mathurdas Visanji & Ors, the then Trustees of Bombay Gowrakshak Mandali, a Society registered under the Societies Registration Act and executed in favour of Mahindra & Mahindra Ltd. and registered with the Sub-Registrar of Assurances at Bombay under Serial No. 818 of Book No. 1.
- (b) Mahindra & Mahindra sold, transferred and conveyed the subject mentioned property to Otis Elevator Company vide Conveyance dated 31.12.1973 and the same is registered with the Registrar of Assurances under Serial No. BOM-107/1974.
- (c) Vide an Indenture of Conveyance dated 1<sup>st</sup> December 2005, which is registered with the Sub-Registrar of Assurances under Serial No. BDR-5/8193 of 2005 executed by and between Otis Elevator Company, therein referred to as the 'Vendors' and one United White Metal Limited, a Company incorporated and registered under the provisions of the Companies Act, 1956, therein referred to as the 'Purchasers', the Vendors therein sold, transferred and conveyed the said Larger Property unto and in favour of the Purchasers therein, at and for a consideration and on the terms and conditions therein contained.



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(d) Vide a Development Agreement made and entered into at Mumbai dated 20<sup>th</sup> December, 2007 by and between United White Metal Limited, therein referred to as the 'Owners' and Rajesh Estates and Nirman Limited, therein referred to as the 'Developers', the Owners therein granted the development rights to the Developers therein to develop the said Larger Property by constructing buildings thereon by utilising FSI of 2,00,000 sq.ft. with a right to load TDR to the extent of 1,15,000 sq.ft. and on the terms and conditions as more particularly set out in the aforesaid Development Agreement. The said Development Agreement is registered along with a Deed of Confirmation dated 12<sup>th</sup> August 2010 with the Sub Registrar of Assurances at Borivali under Serial No. BDR-6/6965 of 2010. Under the aforesaid Development Agreement United White Metal Limited retained with itself the balance potential for development of the said Larger Property. The said Development Agreement is hereafter referred to as the "First Development Agreement" or "FDA."

(e) Vide another Development Agreement dated 12<sup>th</sup> July, 2010, by and between United White Metal Limited, therein referred to as the 'Owners' and Rajesh Real Estate and Developers Pvt. Ltd. therein referred to as the 'Developers,' the Owners therein granted the development rights to the Developers therein of the balance portion of the said Larger Property to the Developers therein at and for a consideration and on the terms and conditions therein contained. In accordance with the said Development Agreement the Developer therein is entitled to construct the balance of the said Larger Property i.e. the balance potential available after utilisation of the development rights of Rajesh Estates and Nirman Ltd. under the First Development Agreement, (FDA) is consumed and on such other terms and conditions as more particularly set out in the Said Development Agreement. The Said Development Agreement is registered with the Sub Registrar of Assurances at Borivali under Serial No. BDR-16/9905 of 2010, which is hereafter referred to as the "Second Development Agreement," i.e. "SDA."



As per the terms and conditions of the said Development Agreement, Rajesh Real Estate Developers Private Limited is entitled to 58.51% of the constructed area and the owners are entitled to constructed area of 41.49%. Further, the original owners have retained an area of about 15,000 sq.ft. for their own office in the said development, termed as "Owners Portion."

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Vide a Deed of Assignment of development rights dated 16<sup>th</sup> December, 2010, executed by and between Rajesh Estates and Nirman Limited, therein referred to as the 'Assignor' and Rajesh Real Estates Developers Pvt. Ltd. therein referred to as the 'Assignee', the Assignor therein assigned and transferred all and whatever the rights accrued to it under the

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First Development Agreement, (FDA) unto the Assignee at and for a consideration and on the terms and conditions therein contained. The aforesaid Deed of Assignment of Development Rights is registered along with a Supplemental Agreement dated 21.11.2013, which is registered with the Sub-Registrar of Assurances at Borivali under Serial No. BRL-7/9264 of 2013.

- (h) The Assignee, i.e. Rajesh Real Estates Developers Pvt. Ltd. is thus seized and possessed of and/or otherwise well and sufficiently entitled to develop the Said Larger Property to sell the flats/shops/units in the buildings constructed thereon in accordance with the terms and conditions of the First Development Agreement and the Second Development Agreement.

**II. APPROVALS:**

- (i) The Executive Engineer (Building Proposals, Western Suburbs) has issued Intimation of Disapproval u/s 346 of the Municipal Corporation Act, dated 26.11.2007 bearing No. EB/CHE/A-4300/BP(WS)/AR. The said Intimation of Disapproval has been amended vide amended IOD dated 26.03.2013.
- (ii) The Executive Engineer (Building Proposals) has issued Commencement Certificate for construction in accordance with the old plans as approved under the Intimation of Disapproval of 26.11.2007, upto top of still level.
- (iii) The aforesaid property has been converted to NA agricultural pursuant to the Order of the Sub-Divisional Officer, Mumbai Suburban District, vide his Order dated 01.03.2013.
- (iv) The Government of Maharashtra in its Environmental Department has granted Environment Clearance, for the proposed residential project of the Promoters on the said Larger property vide its letter dated 28.12.2011 under File No. SEAC-2010/CR.748/TC.2.



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**III. PUBLIC NOTICE:**

1. We have caused to issue Public Notice in the daily edition of the Free Press Journal, Navshakti and Times of India, dated 18<sup>th</sup> May, 2013, inviting claims from the General Public in respect of the Said Larger Property. The following objections have been received by us, pursuant to the aforesaid Public Notice:

- (i) Mr. K.V. Joseph, who was an employee of Otis Elevator Company Ltd. and
- (ii) Mr. Santosh Shridhar Salkar, also an employee of Otis Elevator Company Ltd.

*YVW*

(iii) United White Metal has clarified that both Mr. K.V. Joseph and Mr. Santosh Shridhar Salkar were their ex-employees and have been retrenched after following due process of law and after obtaining prior permission from Specific Authority (State Government) under the Industrial Disputes Act, 1947. They have further clarified that after the retrenchment, both these employees were paid their legal dues in full and final settlement and therefore no dues are payable to them. They have further informed that the concerned retrenched employees had challenged the retrenchment by way of Reference No. (IT) 46 of 2004. However, United White Metal Limited has challenged the said reference before the Hon'ble High Court in Writ Petition No. 838 of 2006. The Hon'ble High Court of Judicature at Bombay had held in the aforesaid Writ Petition that the reference is not maintainable.

We have been further informed that the said Order in Writ Petition was challenged by the workmen before the Division Bench and the same was also dismissed. Subsequently the Hon'ble Industrial Tribunal also dismissed the Reference No. (IT) 46 of 2004. We have been further informed that Mr. K.V. Joseph had individually challenged the retrenchment by filing Com (IT) No. 1 of 2005 and the Hon'ble Industrial Court dismissed its complaint vide its Order dated 20.02.2009. The said K.V. Joseph had further mentioned of another Writ Petition being Writ Petition No. 864 of 2007. United White Metal Ltd. has informed us that the said Petition does not survive as the Company has closed down its manufacturing activities permanently w.e.f. 06.01.2007.

(iv) We have also received objection from M/s. Divya Shah Associates, Advocates, Solicitors and Notary, on behalf of their client, Lokhandwala Construction Co. Pvt. Ltd. They have informed us that their clients have filed a suit in the Hon'ble Bombay High Court bearing Suit No. 354 of 2004 against Otis Elevator (India) Ltd. The said Suit has been transferred to Bombay City Civil Court at Bombay and is pending. Perusal of the Search Report of the Search Clerk as referred to herein does not show any lis pendens having been registered. Further, the Plaintiffs in the aforesaid Suit, i.e. Lokhandwala Construction Co. Pvt. Ltd. had taken out a Notice of Motion for various interim and ad-interim reliefs. We have been informed that the Notice of Motion as taken out by the Plaintiffs therein has been dismissed.



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C2LO IV.	INDEX SEARCH & OTHER REPORTS:
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२०१६	Independent search

(a) Mr. Nilesh Vagal, Search Clerk has on our instructions carried out the independent search in the Sub-Registrar's office at Mumbai, Old Custom House, Bandra, Goregaon and Borivali for the period 1963 to 2013 and has issued a Report dated 12.09.2013 in respect of the said Larger Property. The said Search

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Report of the said Search Clerk does not indicate any discreet entries which would draw an adverse inference on the title of the said properties.

- (b) Mr. Vidhyadhar Chakrader, Company Secretary has vide his Certificate dated 02.12.2013 certified that as per the records as filed with the Ministry of Corporate Affairs, no charges are registered on the assets of United White Metal & Rajesh Real Estate & Developers Private Limited.

#### VI. INSPECTION OF DOCUMENTS:

We have inspected the following, during the course of our investigation of title.

TITLE DOCUMENTS		
1	31.12.1973	Certified True copy of the Conveyance executed by and between Mahindra and Mahindara Ltd. and Otis Elevator Company India Ltd.
2	01.12.2005	Conveyance dated executed by Otis Elevator Company India Ltd. as filed in favour of United White Metal Ltd.
3	12.07.2010	Development Agreement between United White Metal in favour of Rajesh Real Estate & Developers Private Ltd. registered under Serial No. BDR-16/9905/10
4	21.09.2010	Irrevocable General power of Attorney executed by United White Metal Ltd., in favor of Directors of Rajesh Real Estate Developers Pvt. Ltd.
5	12.08.2010	Irrevocable General power of Attorney executed by United White Metal Ltd., in favor of Director of Rajesh Estates and Nirman Pvt. Ltd.
6	16.12.2010	Deed of Assignment of Development Rights by Rajesh Estates & Nirman Ltd. in favour of Rajesh Real Estate & Developers Pvt. Ltd.
7	20.12.2007	Development Agreement between United White Metal Ltd. as 'Owners' in favour of Rajesh Estates & Nirman Ltd., therein referred to as 'Developers' registered under Serial No. BDR-6/6965/10
8	21.11.2013	Supplemental Agreement by and between Rajesh Estates & Nirman Ltd. in favour of Rajesh Real Estate Developers Pvt. Ltd. registered under Serial No. BRL-7/9264/2013.
PERMISSIONS		
1	07.06.2007	Development permission from Labor Commissioner vide KA/NHP/PK345/2007 Karayasan - 22
2	20.06.2007	Letter issued by Jt. Secretary, Industrial Security and Health, confirming the surrender of Factory License and deletion of Factory Name
3	24.08.2007	Factory Closure Permission vide letter issued by Dy. Director of Industries
4	01.10.2007	Industry to Residential conversion permission issued by Chief Engineer (Development Plan) MCGM
5	26.11.2007	IOD bearing No. EB/CHE/A-4300/BP(WS)/AR



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6	20.12.2010	Commencement Certificate upto top of stilt level
7	28.12.2011	Environmental Clearance under No. SCAC-2010/CR.748/TC.2
8	26.03.2013	Amended IOD
9	28.06.2013	N.A Order

**VII OPINION:**

On perusal of the relevant papers and subject to what is stated hereinabove, we are of the opinion that, United White Metal, is the owner of the property and Rajesh Real Estate & Developers Pvt. Ltd. is entitled to develop and sell the units constructed thereon under the said Development Agreement/s in accordance with the terms and conditions as stated in the First Development Agreement and the Second Development Agreement.

Dated this 4<sup>th</sup> day of December, 2013.

For VPV LEGAL & ASSOCIATES

*VVORA*

**VIRAL VORA**  
Advocate - India  
Solicitor - England & Wales

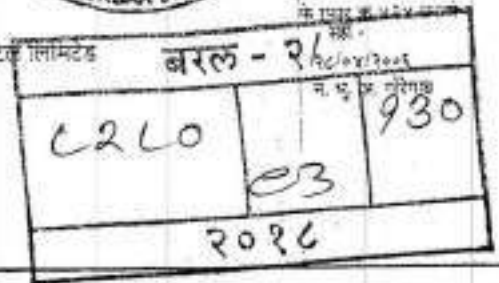


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मालमत्ता पत्रक

वि.प्र.सं./नॉ.जे. -- अगुलती	तालुका/न. भु. मा. का. -- न. भू. अ. गोंरेगाव	जिल्हा -- मुंबई उपनगर जिल्हा
दुसऱ्या घटक/क. नो. न.	धारणाधिकार	शासनाला दिलेल्या अध्यादेशा किंवा धातूच्या लघुशेरा आणि त्याच्या फेर तपासणीची नियम घेऊन
१७४ कें		
	४५८००.०	न. भू. का. १५९ प्रमाणे
सुविधाधिकार	--	
इकाकाचा मुळ धारक वर्ष	--	
पड्डेदा	--	
इतर पार	--	
इतर शी	--	

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टेदार (प) किंवा भात (भा)	साक्षात्कार
२९/०३/१९७६	न. भू. का. १७४अ वरील नोंद प्रमाणे	SIF	[[13]] [ओर्टिस इलेक्ट्रिकल (इंडिया लि.)]	सा. - २९/०३/१९७६ न. भू. अ. का. ६. मु. व. नि. २११
२२/०९/१९८२	वि. प्र. सारा/मुदतवाढ न. भू. का. १५९ प्रमाणे			सा. - वि. नि. पु. अ. तथा न. भू. का. १५९
२८/०४/२००६	खरेदीने संपूर्ण मिळकत	स्व. सु. नीतपोकृत खरेदीद्वारा व. बंदर-५ ८१९३/०५ दि. ११/१२/०५ अन्वये	धातूक पुनःपट्टेड गॅरंट मॅटल लिमिटेड	सा. - २८/०४/२००६ न. भू. अ. का. १३०



शासनाची कारभारा -

खरीद नवकाल -

न. भू. अ. गोंरेगाव

मुंबई उपनगर जिल्हा



Handwritten signatures and notes in the bottom left section, including names like 'जयपान' and 'Rishi'.

सत्य प्रातः लक्ष्मी

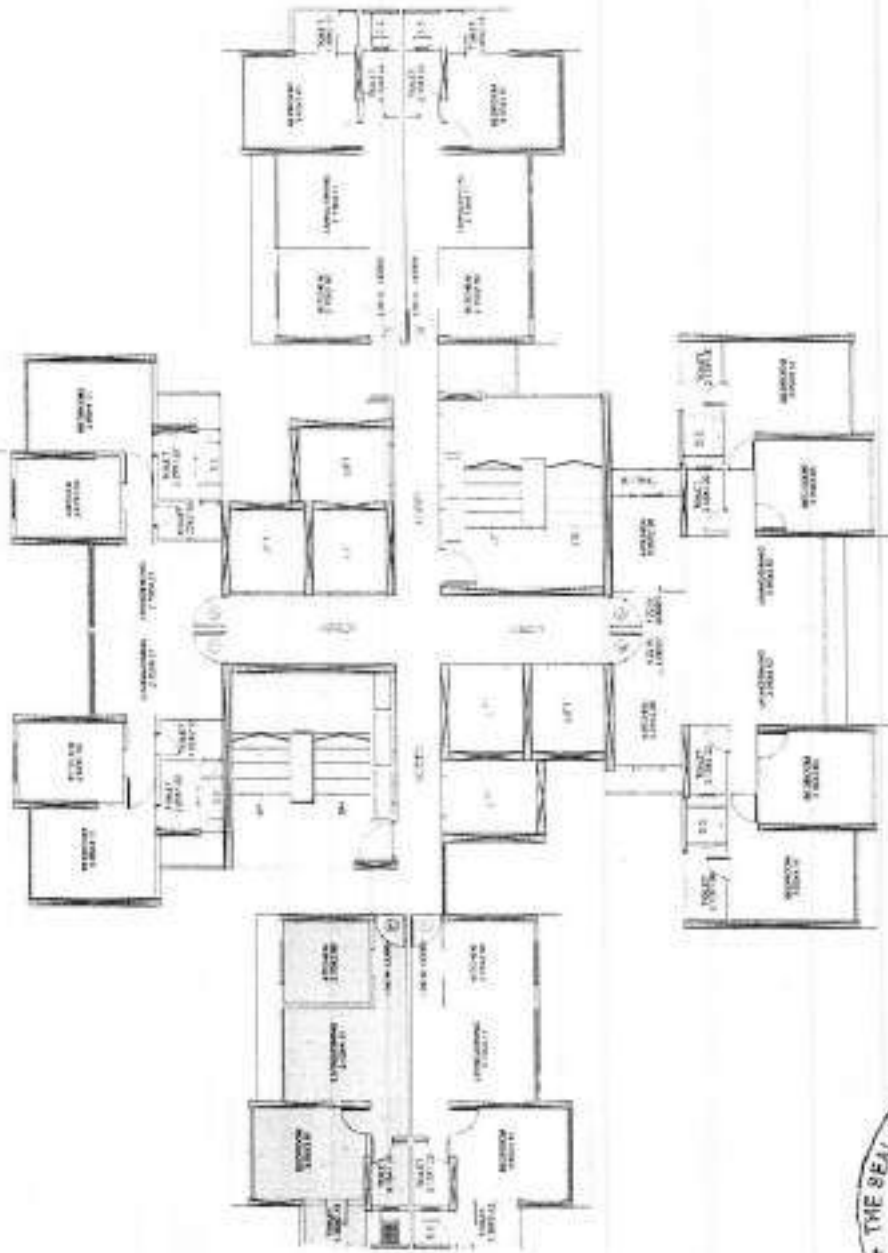
Handwritten signature and text at the bottom right, including 'मंगलम गणेशाय नमः'.



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ANNEXURE - F  
( WING - A )  
PHASE - I



NOTE : SERVICE SLAB AND DRY YARD IS NOT A PART OF CARPET AREA

FLAT NO. 1508 ON 15TH FLOOR

TYPICAL FLOOR PLAN



*Swara*

*7/11*

*Alankar*

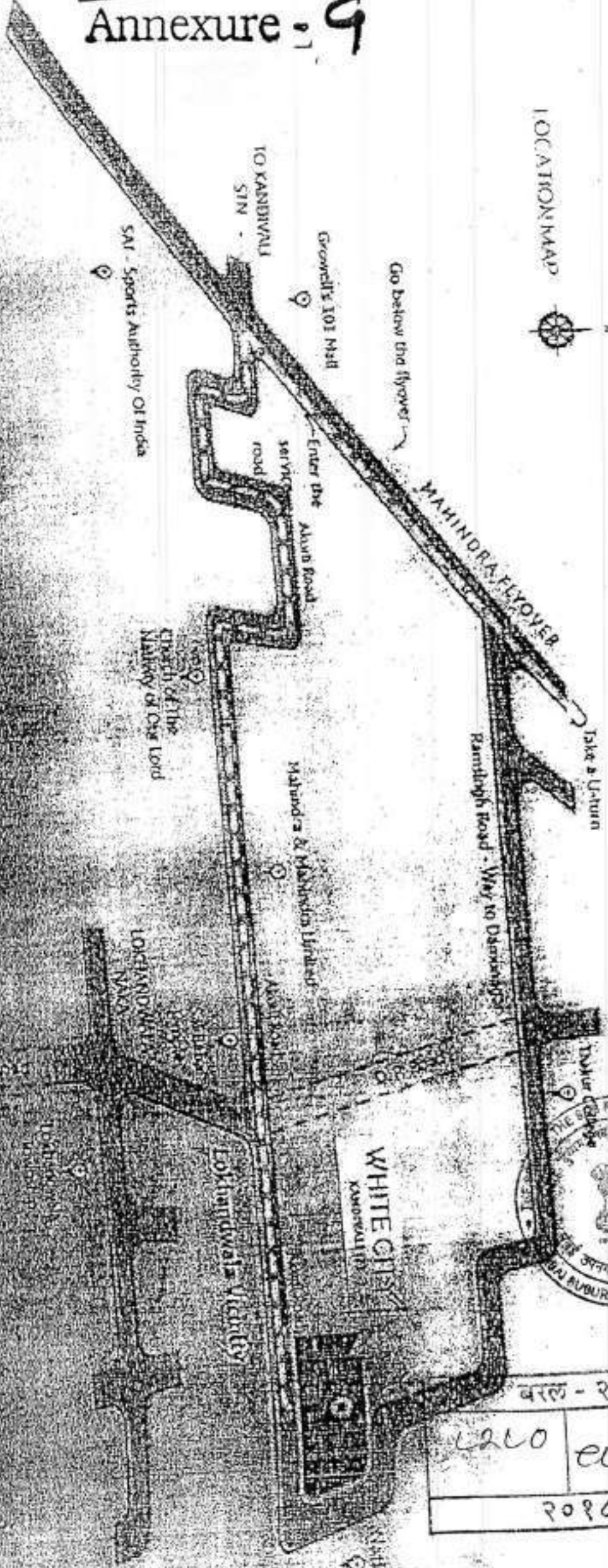
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# Annexure - 9

LOCATION MAP



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Map not to scale

**आवाक्याचे तालिका अंक**

(1) विलेखाचा प्रमाण	इतिहासातून
(2) मीटरला	₹ 1,375,000.00/-
(3) बाजारभावाचा मालमत्ता व अंतरिम मालमत्ता आकारणी देणे वी मालमत्ता ही मालमत्ता असावी	₹ 2,141,004,500/-
(4) धू-नापन, गोट्टिच्या व इतर बांधकामाबाबत	174 C. बांधकामेचा नाव: मुंबई शहराचा इतर बांधकामे, इतर माहिती: प्लॉट नं. 4, सर्व्हे नं. 85,86 पाई आणि 87 पाई वीडीएम नं. 174 वी सोबत - आनुवंशिक परीक्षण 1 व 2 नुसार इतर बांधकामे वस्तुतः मजदूर केल्या प्रमाणे, एडीजे नं. 1100902/197/2015, दि. 22/04/2015
(5) क्षेत्रफळ	45,800.00 चौ मीटर
(6) आकारणी किंवा अर्जा देण्यात आलेला रक्कम	
(7) दस्तावेजाचे काल देण्याबाबतचे विवरण पत्रकारांचे नाव किंवा विवाही व्यावसायिकाचे हनुमन्नाचा किंवा अंतरिम असल्यास इतिहासाचे नाव व पत्ता.	1) नाव: श्री. सुरादेव आर्चिटेक्ट प्रिव्हीट लिमिटेड व संभावक अशोक - चौधरी; वय: 50; पत्ता: अजय नगर, मुंबई - 400010; पिन कोड: 400010; मोबाईल नंबर: 9820083311
(8) दस्तावेजाचे काल देण्याबाबतचे विवरण विवाही व्यावसायिकाचे हनुमन्नाचा किंवा अंतरिम असल्यास इतिहासाचे नाव व पत्ता.	2) नाव: श्री. सुरादेव आर्चिटेक्ट प्रिव्हीट लिमिटेड व संभावक अशोक - चौधरी; वय: 50; पत्ता: अजय नगर, मुंबई - 400010; पिन कोड: 400010; मोबाईल नंबर: 9820083311
(9) दस्तावेजाचे काल देण्याबाबतचे विवरण	28/04/2015
(10) वस्तु मालकी देण्याबाबतचे विवरण	28/04/2015
(11) अनुक्रमानुसार वट व पत्र	30/04/2015
(12) बाजारभावाबाबतचे मूल्य	₹ 1,07,050,500/-
(13) बाजारभावाबाबतचे मालकी मूल्य	₹ 30,000/-
(14) रक्कम	



सह दुग्धम निबंधक बोरीबली क्र. 3,  
मुंबई उपनगर जिल्हा

मुंबईकरांनी विवाहात कोणत्या ठिकाणी - Null  
मुंबई शहर आकारणाचा निबंधक अनुच्छेद :- (i) within the limits of any Municipal Corporation or any Cantonment, area annexed to it.



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# Maharashtra Real Estate Regulatory Authority

## REGISTRATION CERTIFICATE OF PROJECT FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number :  
**P51800007798**

Project: *Whitecity Phase 1 Wing A, Plot Bearing / CTS / Survey / Final Plot No.:174/C at Borivalli, Borivalli, Mumbai Suburban, 400101;*

1. **Rajesh Real Estate Developers Private Limited** having its registered office / principal place of business at *Tehsil: Mumbai City, District: Mumbai City, Pin: 400002.*
  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 **18/08/2017** and ending with **30/06/2019** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
  - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
  - That the promoter shall take all the pending approvals from the competent authorities
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.



Signature valid  
Digitally Signed by  
Dr. Vasan Pramanand Prabhu  
(Secretary, MahaRERA)  
Date: 8/18/2017 11:24:45 AM

Dated: 18/08/2017  
Place: Mumbai

Signature and seal of the Authorized Officer  
Maharashtra Real Estate Regulatory Authority

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**IDBI Trusteeship Services Ltd**

CIN : U65991MH2001GOI131154



Ref No:3532-B/ITSL/OPR/2018-19

Date: 11<sup>th</sup> July, 2018

To,

Rajesh Real Estate Developers Pvt Ltd  
139, Seksaria Chambers, 2<sup>nd</sup> floor,  
N.M. Road, Fort,  
Mumbai - 400 023

Re: Provisional Release/No Objection to sale of Flat No 1508 in Wing A ("Premises") in the project "Rajesh Whitecity", Kandivali (E), Mumbai in favor of Mrs. Shweta Sharma / Mr. Shashi Bhushan Sharma

In terms of the request received on 10.07.2018, requesting permission for sale of the Premises, we hereby confirm that we have no objection to the sale of the Premises and hereby release our charge/encumbrance in respect of the said flat no. 1508 having total carpet area of 486 sq. ft. in Wing A in the project "Rajesh Whitecity" located at Kandivali East, Mumbai subject to the following conditions being fulfilled:

- a) This is a provisional NOC which is granted subject to the entire sale consideration amounting to Rs. 85,18,605/- (Rupees Eighty Five Lakh Eighteen Thousand Six Hundred Five only) excluding TDS as applicable being transferred/deposited into project Whitecity's RERA Collection Account No-007866200000072 with Yes Bank Limited, Andheri East Branch, Mumbai. The Lender's i.e. YES Bank Limited's lien will be fully and finally released over the said Premises only after receipt of the entire consideration in the above mentioned account.
- b) Please note that in the event of the sale of the said Premises being cancelled/balance consideration not deposited in the above mentioned account, this provisional NOC shall stand revoked forthwith and the Lender will continue to hold its first and exclusive charge on the said Premises.
- c) Please note that the consent hereby granted is restricted to release of mortgage/charge over the Premises mentioned above and this NOC/sale of above mentioned Premises shall not adversely affect the charge of all other premises/shops/units including the land and construction thereon created in favor of YES Bank Limited.

Yours faithfully  
For IDBI Trusteeship Services Ltd

*Abhil*

Authorized Signatory - 2/		
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THURSDAY, MARCH 19, 2015

Thursday, March 19, 2015  
8:14 AM

पावती

Original/Duplicate

नोंदणी क्र.: 39म  
Regn.: 39M

पावती क्र.: 2865 दिनांक: 19/03/2015

गावाचे नाव: घाटकोपर

दस्तऐवजाचा अनुक्रमांक: करल2-2496-2015

दस्तऐवजाचा प्रकार: कुसमुखत्पारपत्र

सादर करणाऱ्याचे नाव: प्रतिक एच पटेल

नोंदणी फी

₹. 100.00

दस्तावेजाच्या फी

₹. 340.00

पुढाची संख्या: 17

एकूण:

₹. 440.00

आपणास मूळ दस्त, घाटकोपर, मुंबई-२ येथील अंदाजे 8:27 AM हा वेळीस मिळेल.

सह दु.निबंधक कुर्त - 2

बाजार मूल्य: ₹. 0/-

मरलेले मुद्रांक शुल्क: ₹. 500/-

मोबदला: ₹. 1/-

सह मुख्य निबंधक कुर्त - 2  
मुंबई उपनगर जिल्हा

- 1) देयकाचा प्रकार: By Cash रक्कम: ₹. 100/-
- 2) देयकाचा प्रकार: By Cash रक्कम: ₹. 340/-

*Pratik Patel*

Registered original doct.  
alongwith C. L. delivered  
On... 4/4/2015.....




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CHALLAN  
MTR Form Number-8

करल-२ IV		
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२०१५		

GRN	MH001931422201415E	BARCODE	[Barcode]		Date	23/07/2014-09:57:25	Form ID	25.2	
Department	Inspector General Of Registration			Payer Details					
Type of Payment	Non-Judicial Customer-Direct Payment			TAX ID (If Any)					
	Sale of Non Judicial Stamps SoS Mumbai only			PAN No. (If Applicable)					
Office Name	KRL4_JT SUB REGISTRAR KURLA NO 4			Full Name		PRATIK H PATEL			
Location	MUMBAI			Flat/Block No.					
Year	2014-2015 One Time			Premises/Building					
Account Head Details		Amount In Rs.		Road/Street		GOREGAON WEST			
0030045501	Sale of NonJudicial Stamp		500.00	Area/Locality		MUMBAI			
				Town/City/District					
				PIN		4	0	0	
						0	7	7	
				Remarks (If Any)					
				PAN2--PN=DILIP					
				 					
Total			500.00	Amount In		Five Hundred Rupees Only			
				Words					
Payment Details		IDBI BANK			FOR USE IN RECEIVING BANK				
Cheque-DD Details				Bank CIN	REF No.	69103332014072310126	45493420		
Cheque/DD No.				Date		23/07/2014-09:57:00			
Name of Bank				Bank-Branch		IDBI BANK			
Name of Branch				Scroll No. , Date		Not Verified with Scroll			

Mobile No. : Not Available

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२०१६		

*Pratik Patel*





करल-२ IV		
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२०१५		

## POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, I, Shri Pratik H. Patel residing at Flat No.1201, Kalindi, Neelkanth Valley, 7<sup>th</sup> Rajawadi Road, Ghatkopar (East), Mumbai - 400 077, SEND GREETINGS;

WHEREAS;

1) I am Partner, Director in Various Firms, Company which are into the business of Development of Property, AND WHEREAS, I being Partner/Director of the Firm/Company is required to sign and execute various Agreements with the Purchasers of flats, units, galas, shops in the building(s) constructed or being constructed by the such Firm/Company in which I am Partner/Director and such other writings executed by Firm/Company for sale of flats, units, galas, shops in Mumbai, Maharashtra.



2) The aforesaid Agreements and such other writings executed by me on behalf of the Firm/Company executed through me, being Partner/Director and/or Authorised Signatory is required to be registered under the provisions of Indian Registration Act, 1908.



3) It is not possible for me to attend the Office of the Sub-Registrar at the place where the Firm/Company sells or enters into

बल - २		
६२६०	१३०	
२०१६		

Agreements for Sale for registering the various Agreements and such other writings in favor of the Purchasers, executed by me due to my pre-occupation, hence I am desirous of appointing, MR. DILIP GANPAT SAWANT an adult, Indian Inhabitant

Pratik H. Patel

करल-२ IV		
२०२२	४	१६
२०२२		

addressed at DG- 2, Ratnasindhu CHS, Kashi Nagar, Vimal Dairy Lane, Bhayander (East), Thane as my true and lawful Attorney to do all or any of the acts, deeds, matters and things as are hereinafter contained.

NOW KNOW YE ALL THESE PRESENTS WITNESSETH that I, Shri Pratik H. Patel do hereby nominate, constitute and appoint the said MR. DILIP GANPAT SAWANT on my behalf as my true and lawful Attorney to act, to do and to perform all or any of the acts, deeds, matters or things.



To register the Agreements in respect of the flats, units, galas, shops and such other writings executed by the Said Firm/Company through me, being Partner/Director and/or Authorised Signatory executed by me, to append the signature before the Sub-Registrar of Assurances or any other registering authority appointed under the Indian Registration Act, 1908.

- To register the Agreements, Conveyances, Lease Deed, Deed of Cancellation, Deed of Declaration, Deed of Confirmation, Undertaking, Affidavit, Leave and License, Deed of Reconveyance, Development Agreement, Power of Attorney, Deed of Rectification, and such other writings executed by me on behalf of the Company/Partnership Firm and executed by the said Company/Partnership Firm through me, being the director and/or authorised signatory and / or on behalf of the firm.

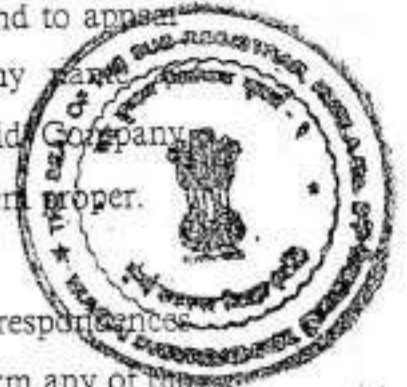


वरल - २/		
८२६०	१०५	१३०
२०२६		

२ Pratik

करल-२ IV		
२४६	५	६०
२०२५		

3. To sign papers as may be deemed necessary and expedient by the said Attorney for the purpose of dealing with the concerned authority in respect of the registration of the documents signed by me.
4. To do such acts, deeds, matters and things for the purpose of registration of the writings hereinabove referred to, as if I was personally present and did the same and for that purpose to sign deeds, documents and papers and address letters and appear before any State Government and the Central Government or any other Authority and to appear and plead before the said authorities in my capacity as Director & Authorised Signatories of the said Company and on my behalf as my said Attorney shall deem proper.



AND GENERALLY to do and sign all letters, correspondences and other documents to do and execute and perform any of the acts, deeds, matters or things whatsoever which in the opinion of my said Attorney ought to be done, executed or performed in respect of registration of the said writings executed by me as I myself could do if I was present and did the same it being my intent and desire that full management, directions and control of the said Attorney and all and whatsoever my said Attorney shall do or cause to be done in or about the registration of the writings including but not limited to the Agreements and such other writings executed by the Said Company referred to hereinabove, I hereby for myself, my heirs, executors, assigns and administrators allow ratify and confirm.



बरल - २/		
८२८०	१०६	१३०
२०२६		

THP

करल-२ IV		
२०१६	E	१५०

AND I hereby for myself, my heirs, executors and administrators agree, ratify and confirm all and whatsoever my said Attorney shall do or purport to do by virtue of these presents.

IN WITNESS WHEREOF I HAVE SUBSCRIBED OUR HANDS TO THIS DOCUMENT ON THE 31<sup>st</sup> <sup>DEC</sup> DAY OF ~~1999~~ 2014.

SIGNED SEALED AND DELIVERED }  
 By the within named Executant }  
 Shri Pratik H. Patel }  
 In the presence of }

*Pratik Patel*

1. *Patel*

2. *Patel*

Accepted by me

*Dilip Sawant*

MR. DILIP GANPAT SAWANT

(SIGNATURE OF POWER OF ATTORNEY HOLDER)



बरल - २/		
L2LO		930
	900	
२०१६		

करल-२ IV  
2012 6 90  
२०११

**RELIANCE**

Energy

HRP HOF

Your Electricity Bill for : Dec/13

Account No. : 150231745 Bill Date : 16-01-2014  
Name : SHARISH R PATEL  
Address : 1203 KALINDI CHS LTDS-495 R3 5 R2 B  
NEELKANTH VALLEY 7TH RAJAWADI RD  
GHATKOPAR E  
MUMBAI 400077  
Bill Distribution No. : EAST/EZ3-CHEMBUR/24/321/11A/011.1/333  
Cycle No. : 24 Tariff : LT1 Bill No. : 1100276288308  
Type of Supply : THREE PHASE Category : RESIDENTIAL

980.00  
\* Bill is only for current bill amount. Previous  
overdue balance is payable immediately.

Amount (₹)	4974.13
Net due (₹)	0.00
Net prev. Balance (₹)	6.96
Total (₹)	4981.09
	531
	754

For all your queries (24 hours):  
1800-200-3030 (toll free) & 3030 3030  
www.tifra.com

Your nearest Customer Care Centre/Internal Grievance Redressal Cell (IGRC):  
LITLax Nagar, Road no-3, Chembur, Mumbai 400 072  
Andheri-Kurla Road, Mumbai 400 072  
(Only for grievances, unresolved by IGRC reach Consumer Grievance Redressal Forum at E-1, Andheri (E), Mumbai 400 093 Tel: 3009 4247. E-mail: consumer@tifra.com)

**BANK CHEQUE**  
Corporation  
896306  
DATE: 16/01/14

782	Nov-13
841	Oct-13
876	Sep-13
914	Aug-13
778	Jul-13
784	Jun-13
1203	May-13
914	Apr-13
766	Mar-13
766	Feb-13
648	Jan-13

High Nakshara  
Business Head (East Division)  
(For Reliance Infrastructure Ltd.)



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eligibility in 1 min\*

SMS 'Money' to 5676712 or  
visit our branch today!



0150231745 20120609 110011655004 322841793 06/14/13  
Consolidated stamp duty paid by order no. 22.10.2013

बाल-२/1  
C2LO 902 930  
२०१८

GANESH M. KADAM  
ADV. HIGH COURT B.COM LL.B.  
VIJAY KUMAR & CO.  
Krishna Palace, Gr. Floor,  
Near Bal Dham W. E. Highway

करल-४ STD  
2012 6 92  
२०१४

MA No.

457463

MA No. 457463

MA No. 457463

MA No. 457463

MA No. 457463

MA No. 457463

MA No. 457463

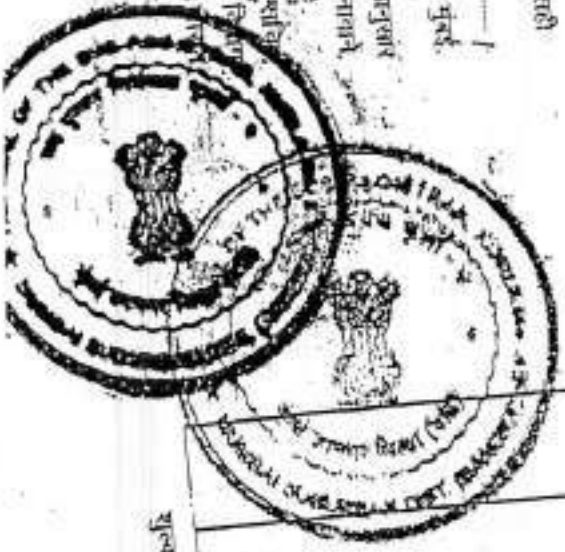
MA No. 457463

MA No. 457463



बंरल - २/	
L2LO	930
902	
2026	

GANESH M. K...  
 ADV. HIGH COURT B...  
 VIJAY KUMAR &...  
 Krishna Palace, Gr. Floor,  
 Sai Dham, W. E. Highway,  
 Malivali (E), Mumbai-400 101.



क्र. सं.	नाम	वय	पत्ता	पत्ता / पत्ता
१	विजय कुमार	३०	२०२६	११२५२२
२	गणेश म. क.	३०	२०२६	११२५२२

True Copy

बंरल - २/	१३
१२६	१३
१३	१३

बंरल - २/	१३
१२६	१३
१३	१३

MA No. 457463





करल-२ IV

२२६ १० १५



**THE DISTRICT OFFICE**  
**INDIAN CITIZENS RESIDENT ABROAD ARE ADVISED TO REGISTER**  
**THemselves AT THE NEAREST INDIAN CONSUL/POST.**

**CAUTION:**  
 THIS PASSPORT IS THE PROPERTY OF THE GOVERNMENT OF INDIA. ANY COMMUNICATION RECEIVED BY THE HOLDER FROM A FOREIGN AUTHORITY REGARDING THIS PASSPORT, INCLUDING REQUESTS FOR ITS RESURRECTION, SHOULD BE CONSIDERED UNRELIABLE UNLESS IT IS RECEIVED FROM AN OFFICIAL OF THE GOVERNMENT OF INDIA. THE HOLDER SHOULD NOT BE DEFT OUT OF ANY COMMUNICATION FROM THE GOVERNMENT OF INDIA. THE HOLDER SHOULD BE KEENLY ALERT TO ANY COMMUNICATION FROM THE GOVERNMENT OF INDIA. THE HOLDER SHOULD BE KEENLY ALERT TO ANY COMMUNICATION FROM THE GOVERNMENT OF INDIA. THE HOLDER SHOULD BE KEENLY ALERT TO ANY COMMUNICATION FROM THE GOVERNMENT OF INDIA.

Name of Father/ Legal Guardian  
**HARISH PRADESHJI PATEL**

Name of Mother  
**ANITA HARISH PATEL**

Name of Spouse

Address  
**1201, 12TH FLOOR, KALINDI BLDG,**  
**NEELKANTH VALLEY, 7TH RD, RAJAWADI,**  
**GHATKOPAR (E), MUMBAI-400077**

Old Passport No. with Date and Place of Issue  
**B1515064 27/03/2000 MUMBAI**

File No.  
**BOXL027249Q9 - CHILD NAME DELETED**

करल-४ II

२२६ १० १६

२०२४

*Ganesh M. Kar*  
**GANESH M. KAR**  
 ADV. HIGH COURT B.C.  
**VIJAY KUMAR &**  
 Krishna Palace, Gr. I  
 Sai Dham, W. E.  
 Shivajinagar (E), Mumbai-400046



करल-२/

८२६० १११ १३०

२०२६

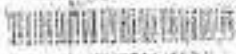
करल-२ IV		
२४६६	११	१७
२०१५		



भारतीय विशिष्ट आंकड़ों प्राधिकरण  
 भारत सरकार  
 Unique Identification Authority of India  
 Government of India

अंशिकपत्र क्रमांक / Enrollment No. 11042002110001

To,  
 विश्व विद्यालय  
 Visk Vishal Tambe  
 SID: Vishal Tambe  
 A/22, Jai Laxmi Pooj Society, Ground Floor  
 Subhash road  
 Model English School Kumbharkhanada  
 Kalyan  
 Maharashtra 421109  
 8769672055



868277864162

आपका अंकन क्रमांक / Your Enrollment No. is

8682 7786 4162

सामान्य माणसाचा अधिकार



भारत सरकार  
 Government of India  
 विश्व विद्यालय  
 Visk Vishal Tambe  
 अंकन संख्या / UID: 86827786  
 पुर / Age



8682 7786 4162

आधार - सामान्य माणसाचा अधिकार

बरल - २/		
L260	११२	१३०
२०१६		

करल-२ IV		
२४६६	१२	१७
२०१५		



भारत सरकार  
GOVERNMENT OF INDIA




तानाजी चंद्रकांत पाडवल  
Tanaji Chandrakant Padval  
जन्म तारीख / DOB: 03/06/1991  
पुरुष / MALE



3177 2545 6489

आधार-सामान्य माणसाचा अधिकार

भारतीय प्रजासत्ताक  
GOVERNMENT OF INDIA

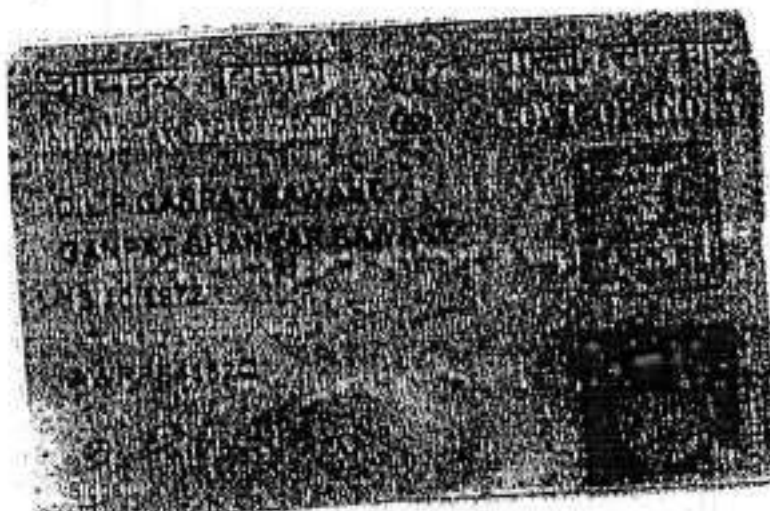


पत्ता: S/O: चंद्रकांत पाडवल,  
काजीरवा, रत्नागिरी,  
महाराष्ट्र - 416704

Address: S/O Chandrakant Padval, Kajora,  
Ratnagiri,  
Maharashtra - 416704

3177 2545 6489

Aadhaar-Aam Admi ka Adhikar



भारत सरकार  
GOVERNMENT OF INDIA



दिलीप गणपत सावंत  
Dilip Ganpat Sawant  
जन्म वर्ष / Year of Birth: 1972  
पुरुष / Male



7923 7935 4613

भारत सरकार  
GOVERNMENT OF INDIA

बरल - २/		
८२८०	११३	१३०
२०१६		

करल-२ IV		
2800	93	94
२०२५		



**THE UNION OF INDIA**  
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Valid Till: 29-01-2021 (NT)

DOI: 30-01-2001

DL.D. 05-03-2010

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COV COI  
LMV 30-01-2001



FORM 7  
RULE 16(2)



DOB: 23-08-1982 BG:

Name: PRATIK PATEL  
S/O/W of HARISH PATEL  
Add: 1102/A KALINDI BLDG, NEELKANTH VALLEY,  
7TH RAJAWADI ROAD, GHATKOPAR (E),  
MUMBAI  
PIN: 400077  
Signature & ID of  
issuing Authority: MH03 2010321

Signature/Impression



करल-४ IV		
2809	99	98
२०२४		

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**GANESH M. KADAM**  
ADV. HIGH COURT B.COM. LL.B.  
VIJAY KUMAR & CO.  
Krishna Falang, Gr. Floor,  
Near Sai Dham, W. E. Highway,  
Kandivali (E), Mumbai-400 101.



करल - २/		
6260	99	930
२०२६		

करल-२ IV		
२४२२	१४	१७७
२०२५		



स्थायी खाते संख्या / PERMANENT ACCOUNT NUMBER  
AGDPP0033F



नाम (NAME)  
PRATIK HARISH PATEL

पिता का नाम (FATHER'S NAME)  
HARISH RAGHVJI PATEL

जन्म तिथि (DATE OF BIRTH)  
23-08-1982

व्यक्ति (SIGNATURE)

*(Handwritten signature)*

*(Handwritten signature)*  
आयकर निदेशक (प्रणाली)  
DIRECTOR OF INCOME TAX (SYSTEMS)



बरल - २/		
८२८०	९९५	९३०
२०२८		



बरल - २/		
L260	99E	930
२०१८		

गुरुवार, 19 मार्च 2015 8:14 म.पू.

दस्त गोश्वारा भाग-1

करल2  
दस्त क्रमांक: 2496/2015

99190

दस्त क्रमांक, करल2/2496/2015

बाजार मूल्य: रु. 00/-

मोबदला: रु. 01/-

भरलेले मुद्रांक शुल्क: रु. 600/-

दु. नि. सह. दु. नि. करल2 यांचे कार्यालयात

पावती: 2865

पावती दिनांक: 19/03/2015

अ. क्र. 2496 वर दि. 19-03-2015

सादरकरणाचे नाव: प्रतिक एच पटेल

रोजी 8:12 म.पू. बा. हजर केला.

नोंदणी फी

रु. 100.00

दस्त हाताळणी फी

रु. 340.00

पुढाची किंमत: 17

एकुण: 440.00

*Pratik Patel*

दस्त हजर करणाऱ्याची सही:

*[Signature]*

सह दु.निबंधक कुर्ला 2  
सह दुय्यम निबंधक कुर्ला - 2  
मुंबई उपनगर जिल्हा  
दस्तीचा प्रकार: कुलमुद्रास्थापन

*[Signature]*

सह दु.निबंधक कुर्ला 2  
सह दुय्यम निबंधक कुर्ला - 2  
मुंबई उपनगर जिल्हा

मुद्रांक शुल्क: (48-क) जेव्हा त्यामुळे खंड (अ) मध्ये उल्लेखिलेल्या बाबींमुळे अन्य असा एकाच संव्यवहारात एकाच किंवा अधिक व्यक्तीस काम चालविण्याचा प्राधिकार मिळत असेल तेव्हा

शिक्का क्र. 1 19/03/2015 08:06:24 AM ची वेळ: (सादरीकरण)

शिक्का क्र. 2 19/03/2015 08:07:08 AM ची वेळ: (फी)



बरल - 2/		
C2L0	990	930
2016		

Summary-2( दस्त गोषवारा भाग - २ )



19/03/2015 8 16:58 AM

दस्त गोषवारा भाग-2

करल2  
दस्त क्रमांक: 2496/2015

१४१०

दस्त क्रमांक : करल2/2496/2015  
दस्ताचा प्रकार :- कुलमुखत्यारपत्र

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव: प्रतिक एच पटेल पत्ता: 1201, -, नीलकंठ वेल्ली, घाटकोपर पूर्व, राजावाडी रोड, Rajawadi, MAHARASHTRA, MUMBAI, Non-Government. पॅन नंबर: AGDPP0033F	कुलमुखत्यार देणार वय :- 32 स्वाक्षरी:		
2	नाव: दिलीप ग सावंत पत्ता: प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: आर बी हाऊस, ब्लॉक नं: अंधेरी पूर्व, रोड नं: एम आय डी सी रोड, महाराष्ट्र, मुंबई. पॅन नंबर: AWRPS4182Q	पौवर ऑफ अटॉर्नी होल्डर वय :- 41 स्वाक्षरी:		

धरील दस्तऐवज करून देणार तथाकथीत कुलमुखत्यारपत्र चा दस्तऐवज करून दिल्याचे कबुल करतात.  
शिक्षा क्र.3 ची वेळ: 19/03/2015 08:08:40 AM

ओळख:-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यानां व्यक्तीश: ओळखतात, व त्यांची ओळख पटवितात



पक्षकाराचे नाव व पत्ता  
नाव: विवेक - तांबे  
वय: 31  
पत्ता: शोप नं 8, धीरज रिजन्सी, बोरीवली पूर्व  
पिन कोड: 400066

स्वाक्षरी

छायाचित्र अंगठ्याचा ठसा



नाव: तानाजी - मडवळ  
वय: 24  
पत्ता: शोप नं 8, धीरज रिजन्सी, बोरीवली पूर्व

स्वाक्षरी

वरिल क्रमांक: 400066		
८२८०	९९८	९३०

शिक्षा क्र.4 ची वेळ: 19/03/2015 08:09:04 AM

शिक्षा क्र.5 ची वेळ: 19/03/2015 08:09:04 AM

सह दुय्यम निबंधक कुर्ता 2

सह दुय्यम निबंधक कुर्ता Payment Details.  
मुंबई उपनगर जिल्हा



sr. Epayment Number

Defacement Number



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- 2. Get print and mini-CD of scanned document along with original document, immediately after registration.

For feedback, please write to us at feedback.isarita@gmail.com

करल-२		
२४९६	१७	१७
२०१५		



प्रमाणित करण्यात येते की दस्तामध्ये  
 एकूण २४९६ (१७) पाने आहेत  
 करल-२/ २४९६ /२०१५  
 पुस्तक क्रमांक ११३/२०१५  
 नादला क्रमांक ११३/२०१५  
 दिनांक ११/३/२०१५  
 सह दुष्कर्म निबंधक कुला-२  
 मुंबई उपनगर जिल्हा



बरल - २/		
८२८०		१३०
११६		
२०१८		

## घोषणापत्र

मी श्री. विठ्ठलजी. सावंत याद्वारे घोषित करतो की, दुष्यम निबंधक

खो-२ यांच्या कार्यालयात कानूननामा या शिर्षकाचा दस्त

नोंदणीसाठी सादर करण्यात आला आहे. श्री. प्रतिकु ठप. पेलव

इ. यांनी दि. १९-०३-१५ रोजी मला दिलेल्या कुलमुजत्यापत्राच्या आधारे मी,

सादर दस्त नोंदणीस सादर केला आहे / निष्पादीत करून कबुलीजबाब

दिला आहे. सादर कुलमुजत्यापत्र लिहून देणार यांनी कुलमुजत्यापत्र रद्द केलेले

नाही किंवा कुलमुजत्यापत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही

किंवा अन्य कोणत्याही कारणामुळे कुलमुजत्यापत्र रद्दबातल ठरलेले नाही. सादरचे

कुलमुजत्यापत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सादरचे

कथन घुकीचे आढळून आल्यास नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये

शिक्षेस मी पूर्णतः योग्य पात्र मला जाणीव आहे.



*Rishwanth*  
कुलमुजत्यापत्रधारकाचे नाव व सही

दिनांक :

बरल - २/		
८२८०	९२०	९३०
२०१६		



भारत शासन - नोंदणी व मुद्रांक विभाग

मुल्यांकन अहवाल सन् 2018

१. दस्ताचा प्रकार : कनासना अनुच्छेद क्रमांक: २५(b)
२. सादरकार्याचे नाव : MRS. SHWETA SHARMA
३. तालुका: मुंबई / अंधेरी / बोरीवली २ / कुर्ला
४. गावाचे नाव: आकुळी
५. नगर भुमापन क्रमांक/सर्व्हे व. / अंतिम भुखंड क्रमांक:- 174C
६. मूल्य दरविभाग (झोन):- ११ उपविभाग: 342A
७. मिळकतीचा प्रकार: खुली जमीन / निवासी / कार्यालय / दुकान / औद्योगिक  
प्रति चौ. मी. दर:- 138000 + 5% = 144900/-
८. दस्तात नमुद केलेल्या मिळकतीचे क्षेत्रफळ:- 49.68 कारपेट विल्ट अप चौ.मीटर/फूट
९. कारपार्किंग: 1 गच्ची: पोटमाळा:-
१०. मजला क्रमांक:- 15TH उदवाहन सुविधा
११. बांधकाम वर्ष:- New घसारा:
१२. बांधकामाचा प्रकार:- आरआरसी / इतर पक्के / अर्धे पक्के / कच्चे
१३. बाजारमूल्यदर तक्त्यातील मार्गदर्शक सुचना क्रं:-                      ज्यान्वये दिलेले
१४. भाडेकरु व्याप्त मिळकत असल्यास:-  
१. त्याच्या ताब्यातील क्षेत्र (जुने क्षेत्र)  
२. नवीन इमारतीत दिलेले क्षेत्र:-  
३. भाड्याची रक्कम:- वरक २/
१५. लिट् अँड लायसन्सचा दस्त :-  
निवासी / अनिवासी  
१. प्रतिमाह भाडे रक्कम:-  
२. अनामत रक्कम/आगावू भाडे:- 929 930  
३. कालावधी 20 १८
१६. निर्धारित केलेले बाजारमूल्य:- 8466398/-
१७. दस्तामध्ये दर्शविलेली मोबदला :- 8518605/-
१८. देय मुद्रांक शुल्क:- 425903/- १९. भरलेले मुद्रांक शुल्क: 426,000/-
१९. देय नोंदणी फी :- 30,000/-



26  
लिखित

                      
मुख्य निबंधक

Rate - 49.68 x 110 x 144900 = 7918495 / ✓  
 Cp: 13.75 x 110 x 144900 x 45% = 547903 / ✓  
8466398 / ✓



बरल - २/		
८२८०	१२२	१३०
२०२८		

मूल्यांकन पत्रक ( शहरी क्षेत्र - बांधीव )					
Valuation ID	20180802319	02 August 2018, 10:22:45 AM			
मूल्यांकन वर्ष	2018				
जिल्हा	मुंबई (उपनगर)				
मु. विभाग	77-आकृती ( बोरीवली )				
उ. मूल्य विभाग	77/342A भुभाग खालील विभागातील सिटीएस न मधील मिळकती				
सर्वे नंबर/प. भू क्रमांक	इतर #				
वाढीव मूल्य दर तक्त्यानुसार मूल्यदर रु.					
खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	मोजमापनाचे एकक
68-1-1	138000	151800	173000	138000	चौरस मीटर
बांधीव क्षेत्राची माहिती					
ब. प्राथम क्षेत्र (Built Up)	49.68 चौरस मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-	बांधीव
ब. वाजमाचे कारकिर्द	1-आर सी सी	मिळकतीचे तप-	8 TO 20वें	मूल्यदर/बांधकामाचा दर -	Rs. 138000/-
उत्पत्तीचे स्रोत	आहे	मजला -	1th floor To 20th floor		
प्रत्येक क्षेत्र	2 to 10 hector				
S. & Type - First Sale					
S. & Remarks - Full up Property constructed after circular dt 02/01/2018					
(सूत्र) - इतर क्षेत्रानुसार दर	= ((घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर) * 105 % )				
इतर क्षेत्रानुसार	निवासी सदनिका करीता प्रति चौ. मीटर दर = Rs. 144900/-				
प्रस्तावित घट/वाढ	= 110% apply to rate = Rs. 159390/-				
घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर	= ((वार्षिक मूल्यदर - खुला जमिनीचा दर) + घसा-यानुसार टक्केवारी) + खुला जमिनीचा दर				
	= (( (159390-68900) * (100/100) ) + 68900 )				
	= Rs. 159390/-				
A) मुळ मिळकतीचे मूल्य	= वरील प्रमाणी मूल्य दर * मिळकतीचे क्षेत्र				
	= 159390 * 49.68				
	= Rs. 7918495.2/-				
B) वीरस वाहन तळाचे क्षेत्र	13.75 चौरस मीटर				
वीरस वाहन तळाचे मूल्य	= 13.75 * ( 159390 * 25/100 )				
	= Rs. 547903.125/-				
एकत्रित अंतिम मूल्य	= मुळ मिळकतीचे मूल्य + तळाचे मूल्य + मेट्रोवॉर्डन मजला क्षेत्र मूल्य + लगतच्या गाळीचे मूल्य + वरील गाळीचे मूल्य + बंदिस वाहन तळाचे मूल्य + खुला जमिनीवरील वाहन तळाचे मूल्य + इतर सर्व भौतिकीय खुला जमीनेचे मूल्य + बंदिस वाहन				
	= A + B + C + D + E + F + G + H + I				
	= 7918495.2 + 0 + 0 + 0 + 547903.125 + 0 + 0 + 0 + 0				
	= Rs. 8466398.325/-				

Home Print



6260 930  
923



पत्रक - २/	
८२८०	१३०
१२०४	
२०१६	

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

RAJESH REAL ESTATE DEVELOPERS  
PRIVATE LIMITED



18/12/2008

Permanent Account Number

AADCR7809N

01120007

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

SHWETA SHARMA

JANARDAN RAY

02/12/1970

Permanent Account Number  
COLPS0845Q

Signature



2009



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

SHASHI BHUSHAN SHARMA

LAKSHAMAN SHARMA

10/04/1974

Permanent Account Number

APCPS9322N

Signature



*Shashan*

बराल - २/		
८२८०		९३०
	९२५	
२०१६		

INCOME TAX DEPARTMENT  
 PRALHAD VISHNU GAVAS  
 VISHNU FAKIR GAVAS  
 UBN 11990  
 PAN Card Access Number  
 AQMPG0993Q  
 Signature  


*[Handwritten Signature]*

भारत सरकार  
 GOVERNMENT OF INDIA  
  
 विमल लखन कालंबे  
 Keen Laxman Kalembhe  
 जन्म वर्ष / Year of Birth - 1981  
 पुरुष / Male  
  
 3440 6243 2274  
 सामान्य माणसाचा अधिकार

*[Handwritten Signature]*



बरल - २/		
L2LO	930	
	928	
२०१८		



367/8280

गुरुवार, 02 ऑगस्ट 2018 10:27  
म.पु.

दस्त गोश्वारा भाग-1

बरल-2

दस्त क्रमांक: 8280/2018

9260

दस्त क्रमांक: बरल-2 /8280/2018

बाजार मूल्य: रु. 84,66,398/-

मोबदला: रु. 85,18,605/-

भरलेले मुद्रांक शुल्क: रु.4,26,000/-

दु. नि. सह. दु. नि. बरल-2 यांचे कार्यालयात

पावती: 9114

पावती दिनांक: 02/08/2018

अ. क्र. 8280 वर दि.02-08-2018

सादरकरणाचे नाव: श्वेता शर्मा

रोजी 10:09 म.पु. वा. हजर केला.

नोंदणी फी

रु.

30000.00

दस्त हाताळणी फी

रु.

2600.00

पृष्ठांची संख्या: 130

दस्त हजर करणाऱ्याची सही:

एकुण: 32600.00

सह. दु. नि. का. बोरीवली  
दु. नि. का. बोरीवली-२,सह. दु. नि. का. बोरीवली-२  
दु. नि. का. बोरीवली-२,मुंबई उपनगर जिल्हा  
दस्तावेज प्रकार: करारनामा

मुंबई उपनगर जिल्हा.

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

शिकाव क्र. 1 02 / 08 / 2018 10 : 09 : 11 AM ची वेळ: (सादरीकरण)

शिकाव क्र. 2 02 / 08 / 2018 10 : 10 : 18 AM ची वेळ: (फी)

## प्रतिज्ञापत्र

\* सादर करणाऱ्याने या दस्ताने सादर  
दस्तावेजाचे प्रतिलिपि  
सोबत सादर केलेली  
कायदेशीर आहेत.\* सादर करणाऱ्याने या दस्ताने सादर  
दस्तावेजाचे प्रतिलिपि  
सोबत सादर केलेली  
कायदेशीर आहेत.

श्वेता शर्मा

श्वेता

लिहून घेणारे : :





बारा - ३१		
६२६०	९२६	९३०
३०४६		



दस्त गोषवारा भाग-2

वरल-2

दस्त क्रमांक:8280/2018 72e

02/03/2018 10:38:08 AM

दस्त क्रमांक : वरल-2/8280/2018

दस्ताचा प्रकार :- करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव: राजेश रियल इस्टेट डेव्हलपर्स प्रा लि चे संचालक प्रतिक एच पटेल तर्फे मुखत्यार दिलीप गणपत सावंत पत्ता: प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: आर बी हाऊस, ब्लॉक नं: अंधेरी पूर्व, रोड नं: एम आय डी सी रोड, महाराष्ट्र, मुम्बई. पॅन नंबर: AADCR7809N	लिहून देणार वय :-42 स्वाक्षरी:-		
2	नाव: श्वेता शर्मा पत्ता: प्लॉट नं: 1ए/702, माळा नं: -, इमारतीचे नाव: ग्रीन मीडाँस, ब्लॉक नं: कांदिवली पूर्व, रोड नं: लोखंडवाला कॉम्प्लेक्स, महाराष्ट्र, मुम्बई. पॅन नंबर: CDLPS0945Q	लिहून घेणार वय :-41 स्वाक्षरी:-		
3	नाव: शशी भूषण शर्मा पत्ता: प्लॉट नं: 1ए/702, माळा नं: -, इमारतीचे नाव: ग्रीन मीडाँस, ब्लॉक नं: कांदिवली पूर्व, रोड नं: लोखंडवाला कॉम्प्लेक्स, महाराष्ट्र, मुम्बई. पॅन नंबर: APCPS9322N	लिहून घेणार वय :-43 स्वाक्षरी:-		

शरील दस्तऐवज करून देणार तथाकथीत करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.  
शिक्का क्र.3 ची वेळ: 02 / 08 / 2018 10 : 11 : 36 AM

पोळख:-

पक्षकारास इत्तम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव: प्रल्हाद गवस - - वय: 29 पत्ता: शॉप न 08 धीरज रेजन्सी बोरीवली पूर्व पिन कोड: 400066		
2	नाव: किसन - कळबे वय: 33 पत्ता: शॉप न 08 धीरज रेजन्सी बोरीवली पूर्व पिन कोड: 400066		

शिक्का क्र 4 ची वेळ: 02 / 08 / 2018 10 : 12 : 39 AM

शिक्का क्र 5 ची वेळ: 02 / 08 / 2018 10 : 12 : 58 AM नोंदणी पुस्तक 1 मध्ये

नाम व निवाडा बोरीवली-२,

मुंबई उपनगर - अल्हादा.

Epayment Number  
MH011116676201718RDefacement Number  
0002419541201819

8280 / 2018

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बराल - २/		
८२८०	९३०	९३०
२०१६		

प्रमाणित दस्तऐवज देणे की, या  
दस्तावेजचे एकूण ९३० पाने आहेत.



सह. मुख्य निबंधक, बोरीवली क्र. २  
मुंबई उपनगर जिल्हा.

बराल - २/ ८२८० १२०१६  
पुस्तक क्रमांक-१, क्रमांक  
नोंदला ०२ AUG २०१८ वर  
दिनांक

सह. मुख्य निबंधक, बोरीवली क्र.-२,  
मुंबई उपनगर जिल्हा.



02/08/2018

## सूची क्र.2

दुय्यम निबंधक : सह दु.नि. बोरीवली  
2

दस्त क्रमांक : 8280/2018

नोंदणी :

Regn.63m

## गावाचे नाव : आकुर्ली

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	8518605
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतित-मटाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	8466398.325
(4) भू-मापन, पोटहिस्ता व घरकमाल(असल्यास)	1) पालिकेचे नाव: मुंबई मनपा इतर वर्णन : सदनिका नं: 1508, माळा नं: 15 वा मजला, इमारतीचे नाव: ए विंग, व्हाईट सिटी, ब्लॉक नं: कांदिवली पूर्व, मुंबई 400101, रोड : आकुर्ली रोड, इतर माहिती: सोबत 1 कार पार्किंग( ( C.T.S. Number : 174C ; ) )
(5) क्षेत्र रुळ	1) 49.68 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेजा.	
(7) दस्तऐवज करून देणा-या/लिहून देणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:-राजेश रियल इस्टेट डेव्हलपर्स प्रा लि चे संचालक प्रतिक एच पटेल तर्फे मुखत्यार दिलीप गणपत सावंत वय:-42; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: आर बी हाऊस, ब्लॉक नं: अंधेरी पूर्व, रोड नं: एम आय डी सी रोड, महाराष्ट्र, मुंबई. पिन कोड:-400059 पॅन नं:-AADCR7809N
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:-श्वेता शर्मा वय:-41; पत्ता:-प्लॉट नं: 1ए/702, माळा नं: -, इमारतीचे नाव: ग्रीन मीडॉस, ब्लॉक नं: कांदिवली पूर्व, रोड नं: लोखंडवाला कॉम्प्लेक्स, महाराष्ट्र, मुंबई. पिन कोड:-400101 पॅन नं:-CDLPS0945Q 2): नाव:-शशी भूषण शर्मा वय:-43; पत्ता:-प्लॉट नं: 1ए/702, माळा नं: -, इमारतीचे नाव: ग्रीन मीडॉस, ब्लॉक नं: कांदिवली पूर्व, रोड नं: लोखंडवाला कॉम्प्लेक्स, महाराष्ट्र, मुंबई. पिन कोड:-400101 पॅन नं:-APCPS9322N
(9) दस्तऐवज करून दिल्याचा दिनांक	02/08/2018
(10) दस्त नोंदणी केल्याचा दिनांक	02/08/2018
(11) अनुक्रमांक, खंड व पृष्ठ	8280/2018
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	426000
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेष	



नृत्यांकनासाठी विचारात घेतलेला तपशील :-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

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



खरी प्रत

सह दुय्यम निबंधक बोरीवली- २  
मुंबई उपनगर जिल्हा.

# WHITE CITY

KANDIVALI (E)

White City, Akuril Road, Lokhandwala Complex, Kandivali (E) - 400 101

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

BETWEEN  
RAJESH REAL ESTATE DEVELOPERS PVT. LTD.  
AND  
PURCHASER

Sr. Smt.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AGREEMENT FOR SALE OF

Flat No. \_\_\_\_\_ on \_\_\_\_\_ Floor \_\_\_\_\_ Wing

11/30  
21/8/18