

514/6748

पावती

Original/Duplicate

Tuesday, April 18, 2023

नोंदणी क्र.: 39M

1:12 PM

Regn.: 39M

पावती क्र.: 7296 दिनांक: 18/04/2023

गावाचे नाव: विलेपार्ले

दस्तऐवजाचा अनुक्रमांक: बदर18-6748-2023

दस्तऐवजाचा प्रकार: करारनामा

मादर करणाऱ्याचे नाव: मनन बी देसाई

नोंदणी फी  
दस्त हानाळणी फी  
पृष्ठांची संख्या: 130

रु. 30000.00

रु. 2600.00

एकूण:

रु. 32600.00

आपणाम मूळ दस्त, थंबनेल प्रिंट, मूची-२ अंदाजे

1:25 PM ह्या वेळेस मिळेल.

Joint S.R. Andheri-7

वाजार मूल्य: रु. 15821805/-

मोवदला रु. 20762886/-

भरलेले मुद्रांक शुल्क: रु. 1245800/-

सह. दुय्यम निबंधक, अंधेरी क्र. ७  
मुंबई उपनगर जिल्हा

1) देयकाचा प्रकार: DHC रकम: रु. 600/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1704202319701 दिनांक: 18/04/2023

विक्रेते नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1704202319632 दिनांक: 18/04/2023

विक्रेते नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH000738791202324E दिनांक: 18/04/2023

विक्रेते नाव व पत्ता:

*Moon B. Desai*

REGISTERED ORIGINAL DOCUMENT  
DELIVERED ON 20/04/2023

मूल्यांकन पत्रक ( शहरी क्षेत्र - बांधीव )					
Valuation ID	202304182994	18 April 2023,12:35:26 PM			
मूल्यांकनाचे वर्ष	2023				
जिल्हा	मुंबई(उपनगर)				
मूल्य विभाग	36-विलेपार्ले पूर्व (अंधेरी)				
उप मूल्य विभाग	भुभाग: उत्तरेस गावाची हद्द, पूर्वेस द्रुतगती मार्ग, दक्षिणेस वॉर्ड सीमा व पश्चिमेस रेल्वे लाईन.				
वेव्ह नंबर /न. भू. क्रमांक :	सि.टी.एस. नंबर#663				
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.					
झुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	मोजमापनाचे एकक
108770	215850	248230	315900	215850	चौरस मीटर
<b>बांधीव क्षेत्राची माहिती</b>					
बांधकाम क्षेत्र(Built Up)-	73.3चौरस मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-	बांधीव
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय-	0 TO 2वर्षे	बांधकामाचा दर -	Rs.30250/-
उदववाहन सुविधा-	आहे	मजला -	1st floor To 4th floor		
रस्ता सन्मुख -					
Sale Type -	First Sale				
Sale/Resale of built up Property constructed after circular dt.02/01/2018					
मजला निहाय घट/वाढ = 100% apply to rate= Rs.215850/-					
घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर =(((वार्षिक मूल्यदर - खुल्या जमिनीचा दर ) * घसा-यानुसार टक्केवारी )+ खुल्या जमिनीचा दर ) = ( ( (215850-108770) * (100 / 100) )+108770 ) = Rs.215850/-					
A) मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र = 215850 * 73.3 = Rs.15821805/-				
Applicable Rules	= ,10,4				
एकत्रित अंतिम मूल्य	= मुख्य मिळकतीचे मूल्य +तळघराचे मूल्य + मेझॅनाईन मजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य + बंदिस्त बाळकनी + मॅकेनिकल वाहनतळ = A + B + C + D + E + F + G + H + I + J = 15821805 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 =Rs.15821805/-				

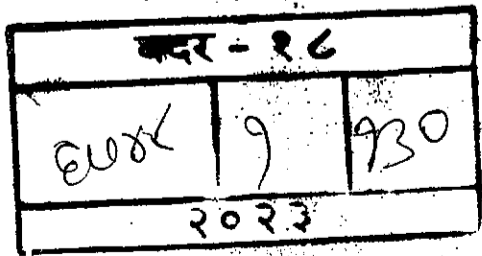
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Home Print

वरिष्ठ लिपीक अंधेरी-७

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सह. मुख्य निबंधक, अंधेरी क. ७





CHALLAN  
MTR Form Number-6



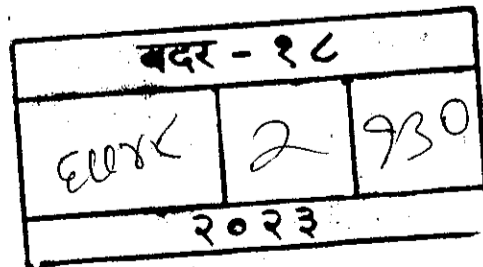
GRN	MH000738791202324E	BARCODE					Date	17/04/2023-18:08:13	Form ID	25.2
Department	Inspector General Of Registration			Payer Details						
Type of Payment	Stamp Duty Registration Fee			TAX ID / TAN (If Any)						
				PAN No.(If Applicable)						
Office Name	BDR18 __JT SUB REGISTRAR ANDHERI 7			Full Name	MR MANAN B DESAI AND OTHER					
Location	MUMBAI			Flat/Block No.	FLAT NO 102 1ST FLOOR EAST EDEN					
Year	2023-2024 One Time			Premises/Building						
Account Head Details	Amount In Rs.			Road/Street	PARANJAPE SCHEME B NO. 3, HANUMAN ROAD					
0030045501 Stamp Duty	1245800.00			Area/Locality	VILE PARLE (E), MUMBAI					
0030063301 Registration Fee	30000.00			Town/City/District						
				PIN	4 0 0 0 5 7					
				Remarks (If Any)	SecondPartyName=PRIMA TERRA LANDMARK PVT LTD~					
				Amount In	Twelve Lakh Seventy Five Thousand Eight Hundred Ru					
Total	12,75,800.00			Words	pees Only					
Payment Details	IDBI BANK			FOR USE IN RECEIVING BANK						
Cheque/DD Details				Bank CIN	Ref. No.	69103332023041720424	2803683984			
Cheque/DD No.				Bank Date	RBI Date	17/04/2023-18:10:14	Not Verified with RBI			
Name of Bank.				Bank-Branch	IDBI BANK					
Name of Branch				Scroll No. , Date	Not Verified with Scroll					

Department ID :

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

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

Mobile No. : 7045686611





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THIS AGREEMENT FOR SALE ("Agreement") is executed at Mumbai on this 18<sup>th</sup> day of April, 2023.

BY AND BETWEEN

*M.B. Tibrewala*  
*P. Suresh*

PRIMA TERRA LANDMARK PVT. LTD. (CIN No. 45200MH2006PTC160197. PAN No. AAACO8148A) a limited liability company incorporated under the provisions of Companies Act 1956 having its registered office at A/44-45, Road No. 2, MIDC, Andheri (East), Mumbai-400 093 represented by its Director Mr. Harshvardhan S. Tibrewala (Aadhar No. 939185040574) authorized vide board resolution dated 25/06/2015 hereinafter referred to as the "PROMOTER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-title and permitted assigns) of the ONE PART;

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AND

Mr. Manan B. Desai , (Aadhar No. 638907987159), aged about 33 years , Mrs. Pratha Manan Desai , (Aadhar No. 637882455567), aged about 34 years residing at 405, Trimurti Appt, Ratan Shankar Masterni Street, Ambaji Road, Surat, Gujrat - 395003. hereinafter called the "ALLOTTEES" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees) of the **OTHER PART**

The Promoter and the Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

**WHEREAS**

- a. One Shri Shanataram Thakur was the owner and well and sufficiently entitled to a piece and parcel of land bearing CTS No. 663, Survey No. 61-A Hissa no. 5 (pt.) area admeasuring 560.20 sq. mtrs. of Village Vile Parle Taluka Andheri situated and located at Plot no. 94 of Paranjape Scheme B No. 3, Hanuman Road, Vile Parle (E), Mumbai 400 057, within the Registration District of Bombay Suburban District, (hereinafter referred to as "the said Larger Property").

Shri Shanataram Thakur sold, conveyed and transferred the said Larger Property to Smt. Kashibai Parmar, for the consideration and on the terms and conditions contained therein. Name of Smt. Kashibai Parmar was duly recorded in the Property Card on 11.08.1981.

- c. Smt. Kashibai Parmar sold, conveyed and transferred the said Larger Property to a Trust carried on by the Trustees, 1) Shri Bhanushankar Udhavji Jani, 2) Shri Chunilal Udhavji Jani and 3) Smt. Manjula Bhanushankar Jani. The name of the Trustees 1) Shri Bhanushankar Jani, 2) Shri Chunilal Jani



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and 3) Smt. Manjula Jani were duly recorded in the Property Card on 11.08.1981.

d. By and under the Sale Deed registered under Sr. No. 1343 on 25.04.1996, the Trustees, 1) Shri Bhanushankar Jani, 2) Shri Chunilal Jani and 3) Smt. Manjula Jani sold, conveyed and transferred the said Larger Property to "The Mumbai Sabha Kshyatriya Trust". The name of the Mumbai Sabha Kshyatriya Trust was duly recorded in the Property Card on 24.02.2003.

e. Vide an Order dated 9.3.2007, the Hon'ble Joint Charity Commissioner, Mumbai granted permission to "The Mumbai Sabha Kshyatriya Trust" to sell the major portion of the Property admeasuring 555.15 sq. mtrs. from the said Larger Property alongwith building standing thereon known as "Jitendra Bhavan", in favour of Smt. Sarala Trivedi and 2 others.

f. By and under Conveyance Deed dated 23.9.2008 duly registered with the Sub-Registrar of Assurances, Andheri under Serial No. BDR 1/9320/ 2008, Mumbai and executed between "The Mumbai Sabha Kshyatriya Trust", therein referred to as the Vendors and Smt. Sarala Trivedi and 2 others, therein referred to as the Purchasers, the Vendors therein sold, conveyed and transferred to the Purchasers therein, portion of the said Larger Property admeasuring 555.15 sq. mtrs. and bearing CTS No. 663 (Pt.), Survey No. 61-A Hissa no. 5 (pt.) of Village Vile Parle Taluka Andheri situated and located at Plot no. 94 of Paranjape Scheme B No. 3, Hanuman Road, Vile Parle (E), Mumbai 400 057 along with the building standing thereon known as Jitendra Bhavan, (hereinafter referred to as "the said Property"), for the consideration and on the terms and conditions stated therein. The name of Smt. Sarala Trivedi and 2 others was recorded in the Property card by entry dated 31.10.2012.



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g. By and under Conveyance Deed dated 6.10.2008 duly registered with the Sub-Registrar of Assurances, Andheri, under Serial No. BDR1/9698/2008, Smt. Sarala Trivedi and 2 others sold, conveyed and transferred the said Property to One-up Realtors Pvt. Ltd. (now known as Prima Terra Landmark Pvt. Ltd.) for the consideration and on the terms and conditions stated therein. Alongwith the said Property Smt. Sarala Trivedi and 2 others also conveyed the building standing thereon. The name of One-up Realtors Pvt. Ltd. is recorded in the Property card by entry dated 31.10.2012 and the names of Smt. Sarala Trivedi and 2 others is bracketed.

h. Thus, One-up Realtors Pvt. Ltd., the Promoter herein is the owner and in possession of the said Property admeasuring 555.15 sq. mtrs. and bearing CTS No. 663 (Pt.), Survey No. 61-A Hissa no. 5 (pt.) of Village Vile Parle Taluka Andheri situated and located at Plot no. 94 of Paranjape Scheme B No. 3, Hanuman Road, Vile Parle (E), Mumbai 400 057 along with the building standing thereon known as Jitendra Bhavan and within the Registration District of Bombay Suburban District, (hereinafter referred to as "the said Property"), more particularly described in the First Schedule hereinbelow and shown by red colour hatched lines on the plan attached herewith at 'Annexure A'.



That said building, Jitendra Bhavan, standing on the said Property consists of ground plus 2 floors having 15 tenanted residential premises. That except two tenants, the remaining tenants have vide various Surrender Deeds surrendered their respective Tenancy Rights in favour of One-up Realtors Pvt. Ltd., for the consideration and the terms thereof.

That the two tenants namely 1) Shri Krishna Gurav and 2) Rekha Gala & Harakchand Gala had filed RAE Suit before the Small Causes Courts at Bandra against the Promoter herein, however the said RAE Suits are now disposed off, as the parties therein filed Consent Terms in the above suits and

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as per the consent terms the Promoter herein has agreed to provide Permanent Alternate Accommodation to the two tenants against their tenanted premises.

k. As the said Jitendra Bhavan standing on the said Property is in a dilapidated condition, the Promoter being the Owner of the said Property and of the Jitendra Bhavan, is desirous to redevelop the said Property by demolishing the existing Jitendra Bhavan and constructing a new building thereon.

l. Thus, the Promoter herein shall develop the said Property by utilizing and consuming the FSI available on the said Property and also by loading necessary TDR, Compensatory Fungible FSI and/or any other concessions /benefits as may be available and/or sanctioned by the Competent Authority.

m. The Competent Authority has approved Plans submitted by the Promoter for construction of a building of Ground plus four upper floors vide IOD no. CE/9521/WS/AK dated 29th May 2015, however, the Promoter has submitted revised plans for construction of residential cum commercial building consisting of two basements + Ground Floor plus four upper floors (hereinafter referred to as 'the said Building').



n. Thereafter, by Commencement Certificate bearing no. CE/9521/WS/AK dated 9th September 2015, the Competent Authority has granted permission for construction of the said building up to Stilt Level.

o. The Promoter has commenced construction of the said Building on the said Property as per the approved plans and it is offering residential flats/ commercial shops/ offices on what is popularly known as "ownership basis".

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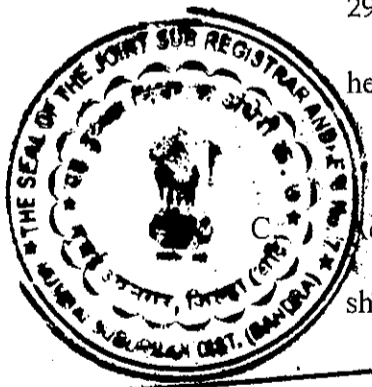
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- p. ASD Associates, Advocates and Solicitors for the Promoters have investigated the title of the Promoters to the said Property and have issued their certificate/ report of title to the said Property as clear and marketable, copy of the certificate dated 16th July 2015 .
- q. The Promoters have entered into a Standard Agreement with the Architect registered with the Council of Architects and such Agreement is as per the agreement prescribed by the Council of Architect;
- r. The Promoters have appointed structural Engineers for the preparation of structural designs and drawings of the said Building and the Promoters have accepted the professional supervision of the Architects and Structural Engineers till the completion of the said Building;
- s. By virtue of the aforesaid Conveyance , the Promoter became entitled to re-develop the Project Land under the name and style 'East Eden' ("Project");

- A. The Promoter is in possession of the Project Land;
- B. The layout plan in respect of the Project has been sanctioned by the MCGM on 29th May 2015 bearing Reference No. CE/9521/WS/AK a copy whereof is annexed hereto and marked as "Annexure A" ("Sanctioned Layout Plan");

According to the Sanctioned Layout Plan, the following buildings and amenities shall be constructed on the Project Land as enumerated below:-



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The Project shall comprise of two basements + Ground Floor plus four upper floors.

- (ii) The Common Areas and Amenities to be provided in the Project are listed in "Annexure B" annexed hereto;

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D. The Promoter through its Architect has prepared and submitted plans to MCGM for approval and MCGM has issued its Intimation of Disapproval (I.O.D) bearing No. CE/9521/WS/AK dated 29th May 2015 and revised from time to time on 18/05/2017 & 03/07/2019 . Hereto annexed and marked as "Annexure C" collectively are copies of the I.O.D. (issued from time to time). Subsequently, MCGM has also issued the Commencement Certificate No. CE/9521/WS/AK dated 12/07/2017, 06/08/2019 & 04/12/2019 in respect of construction of residential cum commercial building consisting of two basements + Ground Floor plus four upper floors Hereto annexed and marked as "Annexure D" collectively are copies of the Commencement Certificate (issued from time to time). The Promoter has also annexed copies of the Property Register Cards in respect of the Project Land as "Annexure E";

E. The Promoter has accordingly commenced construction on the Project Land, in accordance with the sanctioned plans, in the manner following:-

F. The Promoter has got some of the approvals from the concerned authorities with respect to the plans, specifications, elevations, sections of the buildings and shall

obtain the balance approvals from various authorities from time to time so as to

obtain the Building Completion Certificate or the Occupation Certificate of the

building;

While sanctioning the plans the concerned authority and/or government have laid down certain terms, conditions, stipulations and restrictions which are to be

observed and performed by the Promoter while developing the Project Land and the Building comprise of two basements + Ground Floor plus four upper floors and upon due observance and performance of which only the Completion or Occupation Certificates in respect of the Building shall be granted by the concerned authority;

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*(Handwritten signature)*

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H. The Promoter has in the operative part of this Agreement made complete disclosures relating to the Project and the construction thereof, the Common Areas and Amenities relating to the Project and the Internal Apartment Amenities to be provided to the Allottee;

I. The Promoter has entered into a Standard Agreement with an Architect registered with the Council or Architects and such Agreement is as per the Agreement prescribed by the Council or Architects;

J. The Promoter has appointed a Structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the Structural Engineer till the completion of the buildings;



The Allottee demanded from the Promoter and the Promoter has given inspection to the Allottee of all the documents of title relating to the Project Land and the plans, designs and specifications prepared by the Promoter's Architect M/s. Bhavin Hemal Architects and of such other documents as are specified under the

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Act read with the Rules and Regulations made thereunder; M. Kanga and Company, Advocates & Solicitors has issued a Certificate of Title dated 10<sup>th</sup> May, 2019 in respect of the Project Land, a copy whereof is annexed hereto and marked as "Annexure F";

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The Allottee has satisfied himself/herself with regards to the title of the Promoter to the Project Land and the rights of the Promoter to develop the same and has clearly understood the construction to be carried out by the Promoter in respect of the Project Land;

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N. The Allottee is offered an Apartment bearing No. 102 admeasuring 717 sq.ft Rera Carpet Area on the 1<sup>st</sup> floor, along with NIL parking (hereinafter referred to as the said "Apartment") in the Building called **East Eden** (herein after referred to as the said "Building") being constructed in the Project by the Promoter;

O. Being fully satisfied with the representations made by the Promoter and having clearly understood the same, the Allottee has agreed to purchase and on the basis of the confirmations and undertakings given by the Allottee to observe, perform and comply with all terms, conditions and provisions of this Agreement, the Promoter has agreed to allot and sell the said Apartment to the Allottee for the consideration of **Rs. 2,07,62,886/- (Rupees Two Crore Seven Lakhs Sixty Two Thousand Eight Hundred Eighty Six Only)** and on the terms and conditions hereinafter appearing;

P. Prior to the execution of these presents the Allottee has paid to the Promoter a sum of **Rs. 20,55,000/- (Rupees Twenty Lakhs Fifty Five Thousand only)**, being part consideration for the Apartment agreed to be sold by the Promoter to the Allottee as advance payment/ application fee (the payment and receipt whereof the Promoter hereby admits and acknowledges) and the Allottee has agreed to pay to the Promoter the balance consideration in the manner hereinafter appearing;



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The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at **Mumbai** under No. **P51800002386**. An Authenticated Copy of the Registration Certificate of the Project is annexed hereto and marked as "**Annexure -G**";

R. Under section 13 of the Act the Promoter is required to execute a written Agreement for Sale in respect of the said Apartment to the Allottee, being in fact these presents and also to register the said Agreement under the Registration Act, 1908;

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- S. The Parties have gone through all the terms and conditions set out in this Agreement and have understood their respective rights and obligations detailed herein;
- T. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- U. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and in all the applicable laws, are now willing to enter into this Agreement on the terms and conditions hereinafter appearing;

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



1. **DEFINITIONS**

“Act” shall mean The Real Estate (Regulation and Development) Act, 2016 and the rules and regulations framed thereunder together with all such amendments, modifications and /or re-enactments related thereto;

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“Agreement” shall mean this Agreement for Sale, including all recitals and schedules herein and all annexures annexed hereto and shall also include any written modification hereof executed by and between the Promoter and the Allottee;

- 1.3 “Allottee” shall include the person who subsequently acquires the Apartment and the Covered Parking Space through sale, transfer or otherwise but does not

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include a person to whom the Apartment and/or the Covered Parking Space is given on rent;

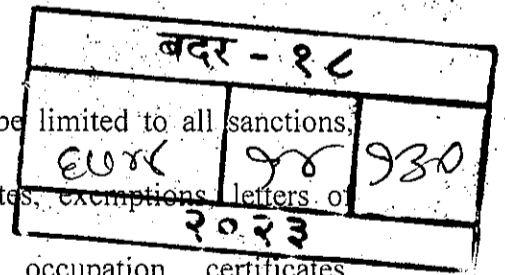
1.4 "Allottee's Interest" shall mean the interest payable by the Allottee to the Promoter at 2 (two) percent above the State Bank of India Highest Marginal Cost of Lending Rate prevailing on the date on which the amount payable by the Allottee to the Promoter becomes due. Provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use then it would be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public;

1.5 "Apartment" shall mean the premise having residential user located on the 1<sup>st</sup> floor of the Building and shown with red colour boundary line on the typical floor plan thereof annexed hereto and marked as "Annexure H";

1.6 "Applicable Law" shall mean all applicable laws, bye-laws, rules, regulations, orders, ordinances, guidelines, policies, notices, directions, judgements, decrees, conditions of any regulatory approval or license issued by a government, government authorities, statutory bodies, concerned authorities, judgments and other requirements of any statutory and relevant body / authority;



1.7 "Approvals" shall mean and include but shall not be limited to all permissions, licenses, letters, no objection certificates, intent, annexures, commencement certificates, occupation certificates, notifications, Plans and such other documents / writings by whatever name called that envisage the grant of consent enabling / facilitating construction / development together with renewals, extensions, revisions, amendments and modifications thereof from time to time that have been obtained / shall be obtained from the sanctioning bodies / concerned authorities in respect of the Building to be constructed on the Project Land or any part or portion of the Project Land;



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1.8 "Architect" shall mean a person registered as an architect under the provisions of the Architects Act, 1972;

1.9 "Authenticated Copy" shall mean a self-attested copy of any document required to be provided by the Promoter to the Allottee;

1.10 "Building" shall mean the building comprising of two basements + Ground Floor plus four upper floors. reflected on the Sanctioned Layout Plan annexed hereto to be constructed by the Promoter on the Project Land;

1.11 "Carpet Area" shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment. It is clarified that the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment and the expression "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee;

1.12 "Covered Parking Space" shall mean the right to use 0 number of covered/ enclosed area situated in the project for parking of the vehicle of the Allottee and does not include a garage and/or open parking;

"Common Areas and Amenities" shall mean the areas, amenities and facilities intended for the common use of the allottee of the apartments in the Project and includes the amenities listed in "Annexure B" to be constructed on the Project

Land according to the Sanctioned Layout Plan alongwith the internal path/ road lights, water and electricity supply, security, sewerage, drainage, public works, fire-fighting systems and works, water tanks, etc.;



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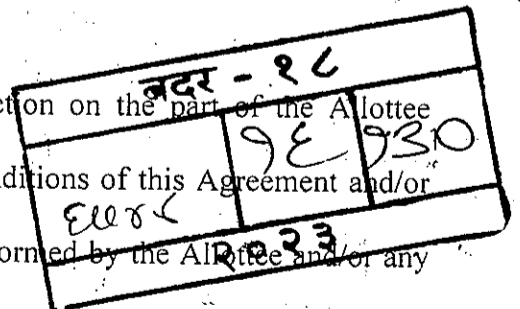
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1.13 "Structural Engineer" means a person who possesses a bachelor's degree or equivalent from an institution recognized by the All India Council of Technical Education or any university or institution recognized under a law or is registered as an engineer under any other law for the time being in force;

1.14 "Force Majeure Event" shall mean any event or combination of events or circumstances beyond the control of the Promoter which cannot despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Promoter's ability to perform obligations under this Agreement, which shall include but not be limited to:

- (a) acts of God i.e. fire, drought, flood, earthquake, epidemics, and natural disasters;
- (b) explosions or accidents, air crashes and shipwrecks, act of terrorism;
- (c) strikes or lock outs, industrial dispute;
- (d) war and hostilities of war, riots, bandh, act of terrorism or civil commotion;
- (e) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Governmental Authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Allotment Letter;
- (f) any legislation, order or rule or regulation made or issued by the Government or any other Authority,
- (g) Acts associated with the action or inaction on the part of the Allottee resulting in breach of the terms and conditions of this Agreement and/or Applicable Law to be observed and performed by the Allottee and/or any interference or obstruction by the Allottee resulting in the delay or standstill of the work of construction or grant if approvals related to the Project.
- (h) Any internal modification at the instance of the Allottee and the time taken for its completion;



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1.15 "FSI" / "Floor Space Index" shall have the same meaning as assigned to it in the Building Rules or Building By-Laws or Development Control Regulations applicable in the State of Maharashtra;

1.16 "Internal Apartment Amenities" shall mean the amenities, fixtures and fittings listed in the "Annexure I" annexed hereto proposed to be provided by the Promoter in the said Apartment;

1.17 "Intimation" shall mean the written intimation that shall be given by the Promoter to the Allottee to take possession of the Apartment within a period of 15 (fifteen) days from the date of the intimation;

1.18 "Plans" shall mean the drawings, plans, site plan, building plan, service plan, parking and circulation plan, landscape plan, layout plan, zoning plan, Sanctioned Layout Plan and such other plans and includes structural designs, if applicable, permissions such as environment permission and such other permissions, which are approved by the concerned authorities in respect of the Project together with the amendments, modifications and alterations related thereto and together with all future plans, drawings and layouts as may be submitted by the Promoter from time to time and approved by the concerned authorities in respect of the Project;



1.19 "Project" shall mean the proposed construction and development on the Project Land under the name and style "East Eden";

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1.20 "Possession Date" shall mean the date on which the notice period under the Intimation expires and/or the Allottee takes possession of the Apartment, whichever is earlier;

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1.21 "Project Completion" shall mean the completion of the development of the Project shall comprise of two basements + Ground Floor plus four upper floors of the Building on or before 30<sup>th</sup> October, 2022 subject to Force Majeure Event;

1.22 "Promoter Interest" shall mean the interest payable by the Promoter to the Allottee at 2 (two) percent above the State Bank of India Highest Marginal Cost of Lending Rate prevailing on the date on which the amount payable by the Promoter to the Allottee due. Provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use then it would be replaced by such the benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public;

## 2. INTERPRETATION

Except where the context requires otherwise, this Agreement will be interpreted as follows:

2.1 The recitals recited hereinabove, annexures and schedules hereto shall form an integral part of this Agreement as if the same are set out and incorporated herein verbatim;

2.2 Headings are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement;

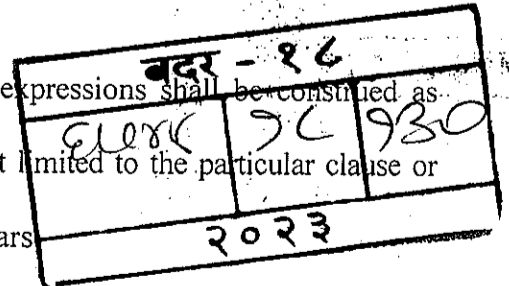
2.3 Words importing the singular shall include plural and vice versa;

2.4 Reference to recitals, clauses, schedules and annexures are to recitals, clauses, schedules and annexure of this Agreement;

2.5 All words (whether gender-specific or gender neutral) shall be deemed to include each of the masculine, feminine and neutral gender;

2.6 The expressions "hereof", "herein" and similar expressions shall be construed as references to this Agreement as a whole and not limited to the particular clause or provision in which the relevant expression appears

2.7 References to "Rupees" and "Rs." are references to the lawful currency of India;



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- 2.8 Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of this Agreement) for the time being in force and to all statutory instruments or orders made pursuant to statutory provisions;
- 2.9 A day, month or year means a day, month or year, as the case may be, reckoned according to the Gregorian Calendar;
- 2.10 Where the day on or by which anything is to be performed falls on a day, which is not a Business Day, then that thing shall be done on the next Business Day; and
- 2.11 Words and expressions used herein but not defined in the Act and defined in the any law for the time being in force or in the municipal laws or such other relevant laws of the appropriate government shall have the same meanings respectively assigned to them in those laws.

### 3. ALLOTMENT AND CONSIDERATION

3.1. The Promoter shall construct the Building on the Project Land in accordance with the Approvals and Plans.

3.2. Subject to the terms and conditions of this Agreement, the Promoter hereby agrees to sell to the Allottee and the Allottee hereby agrees to purchase from the Promoter the Apartment together with the Internal Apartment Amenities at or for consideration of Rs. 2,07,62,886/- ( Rupees Two Crore Seven Lakhs Sixty Two Thousand Eight Hundred Eighty Six only).

3.3. The Allottee shall also have the exclusive right to use the Nil covered Parking Space, for the limited and restricted purpose of parking his/her light motor vehicle and for no other purpose whatsoever and the right to use the same shall be subject to the bye-laws of the Society.

The said Apartment and the said Covered Parking Space shall hereinafter collectively be referred to as "the said Premises" and are more particularly described in the **Second Schedule** hereunder written.



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3.5. Thus, the total consideration payable by the Allottee for the said Apartment together with the Internal Apartment Amenities is **Rs. 2,07,62,886/- ( Rupees Two Crore Seven Lakhs Sixty Two Thousand Eight Hundred Eighty Six only) ("Consideration")**;

3.6. The Allottee has paid on or before execution of this Agreement a sum of **Rs. 20,55,000/- ( Rupees Twenty Lakhs Fifty Five Thousand only)** as advance payment/ application fee in the following manner:

Sr. No.	Amount (Rs.)	Cheque / RTGS No.	Cheque / RTGS Date	Bank and Branch
1	25,000/-	UPI/308626109057	27/03/2023	Bank of Baroda
2	25,000/-	UPI/308650471805	27/03/2023	Bank of Baroda
3	25,000/-	UPI/308605150936	27/03/2023	Bank of Baroda
4	25,000/-	UPI/308693056410	27/03/2023	Bank of Baroda
5	9,00,000/-	UTIBR52023032800359602	28/03/2023	Axis Bank
6	10,55,000/-	NEFT-AXMB230979314069	07/04/2023	Axis Bank
Total	20,55,000/-			



The Allottee hereby agrees to pay to the Promoter the balance Consideration of **Rs.1,87,07,886/- (Rupees One Crore Eighty Seven Lakhs Seven Thousand Eight Hundred Eighty Six Only)** on or before 25<sup>th</sup> April, 2022.

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3.7. The payment of the Consideration and the instalments related thereto shall be subject to the deduction of tax ("TDS") as applicable from time to time. The Allottee hereby agrees and undertakes to make timely payment of the TDS in the manner provided under the Income Tax Act, 1961 and shall within 3 (three) days from the date of the payment being made provide the original TDS Certificates to the Promoter. The Allottee hereby agrees and undertakes that the Allottee shall solely be responsible for all consequences related to the non-payment of TDS to the Income Tax Authorities and non-delivery of the TDS Certificate to the Promoter on time and

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any consequences related to non-payment including levy of penalties, interest, etc. shall be solely to the account of the Allottee and the Allottee shall indemnify and keep indemnified the Promoter in respect thereof. Provided that at the time of handing over the possession of the said Apartment, if any TDS certificate / challan is not produced, the Allottee shall pay equivalent amount as interest-free refundable deposit with the Promoter, which deposit shall be refunded by the Promoter on the Allottee producing such challan/ certificate within 2 (two) months of possession. Provided further that in case the Allottee fails to produce such challan/ certificate within the stipulated period of 2 (two) months, the Promoter shall be entitled to appropriate the said deposit against the receivable from the Allottee.

3.8. The Consideration payable above excludes taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, , Goods and Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment and shall be borne and paid by the Allottee alone and the Promoter shall never be liable, responsible and/or required to bear, and/or pay the same or any part thereof. All taxes, levies, duties, cesses, charges whether currently applicable or payable or which may become applicable or payable at any time in future including but not limited to service tax, GST, Swachh Bharat Cess, Krishi Kayan land under construction tax and VAT, LBT and/or all other direct / indirect taxes / duties, impositions applicable, levied by the Central and/or State Government and/or any local, public or statutory authorities / bodies ("Statutory Charges") under the provisions of the applicable law or any amendments thereto



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pertaining or relating to the sale of said Flat and/or the transaction contemplated herein and/or in respect of the Consideration and/or the other amounts are payable by the Allottee alone. The Allottee will be liable only to the expenses on account of litigation if any in future arising after handing over possession of the said apartment to the Allottee and related to and limited to Flat no. 102 on 1<sup>st</sup> Floor of Building East Eden, situated at Paranjape "B" scheme Road no. 3, at Vile Parle (East), Mumbai and not for any other legal cases filed in the past or will be filed

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in the future . It is a sole responsibility of the promoter to settle all such litigations for which promoter is legally bound and entirely responsible for all kinds of expenses and consequences. Further, in an event additional taxes are levied in any manner or form by any the concerned authorities or the Government on the transaction contemplated herein by virtue of change in the Applicable Law or otherwise then the Allottee shall solely be liable to make payment of such additional taxes.

3.9. The Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the concerned authority and/or any other increase in charges which may be levied or imposed by the concerned authorities from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the concerned authorities or the Government, the Promoter shall enclose the said notification/ order/ rule/ regulation that is published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

3.10. All the monies receivable from the Allottee shall be credited to the account details mentioned below:

Account Name : Prima Terra Landmark Private Limited Master Collection Escrow Account

Account Type: Collection Escrow Account

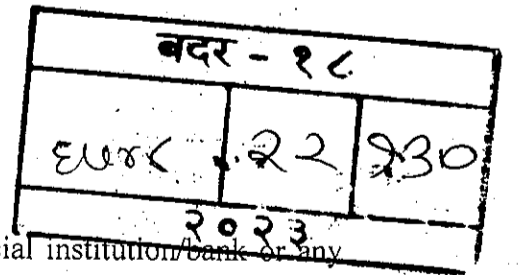
Account No: 0174102000019859

Bank Name: IDBI Bank

MICR Code:

IFSC Code: IBKL0000174

The Allottee may obtain finance from any financial institution/bank or any other source for purchase of the Apartment at his/her cost and responsibility. The Allottee's obligation to purchase the Apartment pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such financing and the Allottee will always remain bound to make payment of the Consideration Statutory Charges and other amounts payable under the terms of this Agreement. The Promoter shall not be responsible in any manner whatsoever if any bank/financial institution refuses to finance



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the Apartment on any ground or revokes the loan already granted. Further, if any bank / financial institution refuses/ makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then the Allottee shall not make such refusal/ delay an excuse for non-payment of any instalments / dues to Promoter within stipulated time as per the Payment Plan.

3.11. The Promoter shall intimate the Allottee of the completion of the construction of each stage in writing and shall support the same with (i) a Certificate from the Promoter's Architect certifying that the given stage of construction has been completed. The Allottee agrees and confirms that the payment of instalments shall be made to the Promoter within a period 10 (ten) working days from the date of receipt of the aforesaid written intimation along with a copy of the Architects Certificate, without any delay or default, in terms of this Agreement. It is specifically agreed by the Allottee that this Agreement shall not create any right, interest and/or claim of the Allottee on the Apartment agreed to be sold until and unless all the amounts due and payable by the Allottee and as recorded herein are paid by the Allottee to the Promoter in the manner provided herein.



The Promoter shall confirm the final Carpet Area that has been allotted to the Allottee after the construction of the same is completed and the Occupation Certificate is granted by the concerned authority, by furnishing details of the Carpet Area, if any, in the Carpet Area. In case if there is any variation in the area of the Apartment exceeding three percent then in that event the Consideration shall stand modified proportionately and the total price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. It is understood between the Parties that every instance of refund by the Promoter to the Allottee or further payment of consideration by the Allottee to the Promoter shall be made within a period of 30 (thirty) days from the date of the change in area being ascertained.

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3.13. The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her

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name as the Promoter may, in its sole discretion, deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

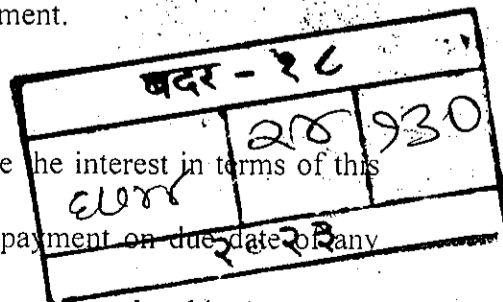
3.14. Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the Project and handing over the Apartment to the Allottee and the Common Areas and Amenities to the Society after receiving the Completion Certificate. Similarly, the Allottee shall make timely payments of the instalments and other dues payable by him/her and meet the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoter as provided in the Payment Plan hereinabove.

#### 4. DEFAULT IN PAYMENT OF CONSIDERATION

4.1. The Allottee agrees to pay to the Promoter Allottee's Interest, as defined above, on all the outstanding amounts which become due but remain unpaid by the Allottee to the Promoter under the terms of this Agreement. The Allottee's Interest shall be payable from the date the concerned payment becomes due and payable till the date of actual payment. All payments made by the Allottee shall first be adjusted against the outstanding interest amount, if any, and then towards principal amount and then towards Statutory Charges, if any.

In addition to the Allottee's liability to pay Allottee's Interest, the Allottee shall also be liable to pay and reimburse to the Promoter, all the costs, charges and expenses whatsoever, which are borne, paid and/or incurred by the Promoter for the purpose of enforcing payment of and recovering from the Allottee any dues whatsoever payable by the Allottee under this Agreement.

4.3. Without prejudice to right of the Promoter to charge the interest in terms of this Agreement, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned authority and



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other outgoings), the Promoter shall be entitled at his own option, to terminate this Agreement in the manner stated in this Agreement and the consequences of termination as recorded in this Agreement shall follow.

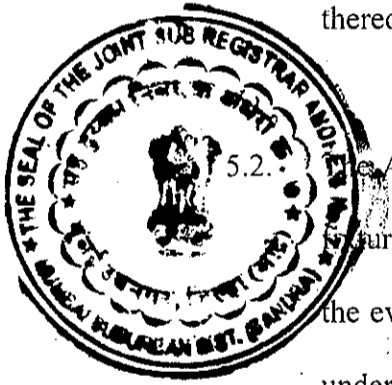
4.4. In the event promoter fails to deliver timely possession of flat or Allottee defaults in payment of Instalments as prescribed hereinabove Rate of Interest payable by Promoter to Allottees or by Allottees to promoter as the case may be shall be State Bank of India Highest Marginal Cost of Lending Rate + 2%.

4.5. Refund of any amount which is payable by promoter to allottees Interest and compensation shall be made by promoter to Allottees within thirty days from the date on which such Refund; Interest and compensation amount becomes due and payable to Allottee.

5. INTERNAL APARTMENT AMENITIES AND COMMON AREAS AND AMENITIES

5.1. The Internal Apartment Amenities to be provided in the said Apartment and the materials to be used in the construction of the Building and the specifications thereof are those as set out in Annexure I.

5.2. Allottee confirms that the Promoter shall not be liable to provide any other fixtures and fittings save and except those mentioned in Annexure B. However, in the event of an unreasonable rise in the prices of the fixtures and fittings assured under Annexure B and /or shortage in the availability of such fixtures and /or fittings, the Promoter shall endeavour to obtain similar quality internal apartment amenities to ensure that the Promoter meets with the assurance given to the Allottee. The Allottee hereby agrees and undertakes that the Allottee shall not raise any objection or dispute in the event of there being any marginal difference in the quality / standard of the Internal Apartment Amenities.



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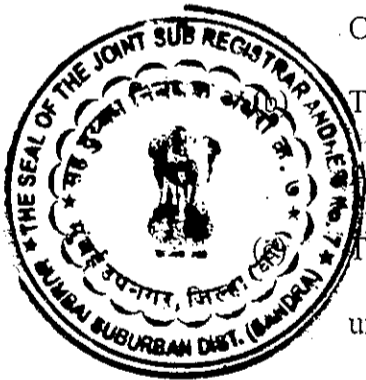
5.3. The Allottee hereby confirms that the Promoter has full right to change the fixtures and fittings to be provided, in the circumstances wherein there is an uncertainty about the availability of fixtures and fittings required to be provided, either in terms of quantity and quality and/or delivery and/or for any other reason beyond the control of the Promoter. The Allottee agrees not to claim any reduction or concession in the Consideration on account of any change or substitution in the Internal Apartment Amenities.

5.4. Prior to taking possession of the Apartment, the Allottee shall satisfy himself/herself in respect of the Internal Apartment Amenities. Once possession is taken, the Allottee shall not be entitled to raise any demands or make any claims thereafter.

5.5. With regard to the Common Areas and Amenities which are described in Annexure B annexed hereto, it is agreed that:

- (a) The Allottee will not have any right, title and interest in respect of the said Common Areas and Amenities;

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The Allottee shall only be permitted to use the said Common Areas and Amenities on such terms and conditions as the Promoter shall deem fit;

The Allottee hereby confirms and consents to the irrevocable, absolute and unfettered right of the Promoter to develop, sub-develop and/or assign its rights, give on lease, sub-lease, and/or deal with and dispose off the unsold Apartments and allot Puzzled, Hydraulic stack or stilt parking spaces and portion(s) of the Project Land including common areas, as per Annexure B in the manner deemed fit by the Promoter without any consent or concurrence of the Allottee or any other person. The Allottee confirms that the aforesaid recreational facilities are available only for the use and enjoyment of the holders of the apartments of the Building. The Allottee hereby covenants to exercise his/ her right consistently with the rights of the other prospective allottees and undertakes not to do any act,

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matter or thing which would affect/ prejudice the right of the other allottees to their respective apartments including the Puzzled, Hydraulic stack or stilt spaces and the Common Areas and Amenities.

6. **LAYOUT OF THE PROJECT LAND**

The Promoter has prior to the execution of this Agreement as well as at the time of execution of these presents clearly informed, represented and disclosed to the Allottee as under:

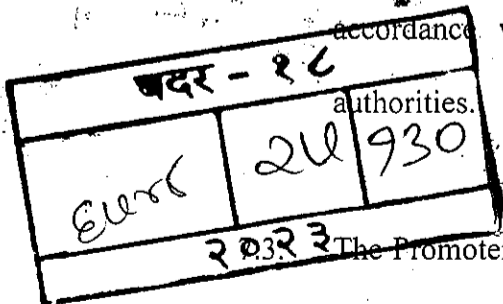
- (a) According to the Sanctioned Layout Plan, the Project shall comprise residential cum commercial building consisting of two basements + Ground Floor plus four upper floors.
- (b) The Common Areas and Amenities to be provided in the Project are listed in Annexure B annexed hereto;
- (c) The estimated date of completion of the Project is 30th October, 2022 subject to Force Majeure Event as defined above;
- (d) The said Apartment is located on 1st Floor.

7. **ALTERATION IN THE PLANS**

The Promoter has prior to the execution of this Agreement as well as at the time of execution of these presents disclosed to the Allottee the Sanctioned Layout Plan relating to the Project Land.

The Promoter shall make all efforts that the Plans including the Sanctioned Layout Plan are not altered unless absolutely required in the interest of the Project. The Project shall be developed and completed by the Promoter in accordance with the Approvals and Plans as approved by the concerned authorities.

The Promoter shall not make any additions and alterations in the Plans including the Sanctioned Layout Plan, the nature of fixtures, fittings and amenities relating to the Apartment without obtaining prior consent, in writing, of the Allottee in



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respect thereof. Provided that no prior consent of the Allottee shall be required if the variation, modification, alteration or addition in the Apartment is required by the Government, the concerned authorities or due to change in the Applicable Law.

7.4. It is agreed by and between the Parties hereto that due to any reason, if there is variation in the area of the said Apartment, then the consequences as stated in Clause 3.10 hereinabove shall apply.

7.5. It is further agreed by and between the Parties that the Promoter may make minor additions or alterations in the Apartment as may be required by the Allottee or such minor changes or alterations as may be necessary due to the architectural and structural reasons duly recommended and verified by the Architect or Structural Engineer after proper declaration and intimation to the Allottee in that regard. Provided that the expression minor additions or alterations excludes structural changes including addition to the area or change in height of the Apartment, or removal of part of the Building, or any change in the structure such as construction or removal or cutting into of any wall or part of a wall, partition, column, beam, joist, floor including mezzanine floor or other support, or a change or closing of any required means of access ingress or egress of a change to the fixtures or equipment etc.)



The Promoter shall not make any additions and alterations in the Plans including the Sanctioned Layout Plan relating to the Building and/or the Common Areas and Amenities without obtaining the prior consent, in writing, of at least two-third allottees, other than the Promoter, who have agreed to purchase apartments in the Project.

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7.7. It is clarified that for the purpose of the aforesaid Clause 7.6, the allottees irrespective of the number of apartment booked by him/ her in the name of his/ her family or in the case of other persons such as companies/firms/association of

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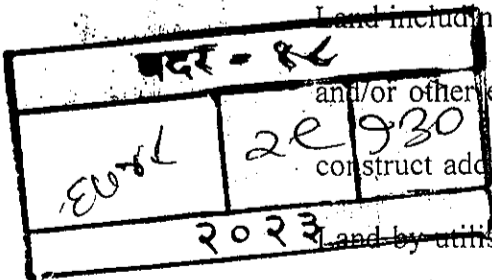
individuals etc. booked in its name or booked in the name of its associated entities/related enterprises shall be considered as one allottee only.

7.8. The Promoter declares that no part of the prevailing FSI has been utilized by the Promoter for any purpose whatsoever and the Promoter shall utilize the prevailing FSI permissible in respect of the Project Land and the future FSI which may become available in the future in case of any modification to the Development Control Regulations.

7.9. If due to any change in the FSI rules, if additional FSI becomes available by whatever name called then in such event the Promoter shall be entitled to use, utilize, consume and exploit such FSI on the Project Land by constructing additional structures or additional floors in the Building.

7.10. If due to any change in the Applicable Laws or by introduction of any policy by the Government of Maharashtra or any other concerned authorities any development benefit including of TDR is available in respect of the Project Land, as recipient plot, then in such an event, the Promoter shall be entitled to avail such benefits/ TDR benefit by utilising the same on the Project Land as desired by the promoter.

The Promoter shall have the absolute, irrevocable and unconditional right and entitlement to and it may in its sole discretion effect and/or cause to be effected, any extra and additional construction whatsoever on and in respect of the Project Land including, but not limited to, constructing additional floor/s or extensions on and/or other extension/s to the Building constructed on the Project Land and/or construct additional and/or other building/s and/or other structures on the Project Land by utilising the FSI and/or TDR of the Project Land and/or the contiguous, adjacent or adjoining lands or properties at any time, including after completion of the Building whenever the same is permitted to be constructed by the concerned authorities.



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7.12. The Allottee hereby expressly waives any right to raise any objection for the amendment of the Plans and/or construction of the additional floors to use and consume the balance FSI/TDR in respect of the Project Land. The Allottee further agrees that he/she shall not be entitled to claim any rebate in the Consideration or any other advantage from the Promoter on the ground of the Promoter making additional construction or any other ground whatsoever.

8. COMPLETION

The Promoter shall complete construction of the Apartment and shall give Intimation to the Allottee on or before 30<sup>th</sup> October,2022 subject to Force Majeure Event. The Intimation shall be given by the Promoter only upon the Promoter obtaining the Occupation Certificate of the said building from the concerned authority.

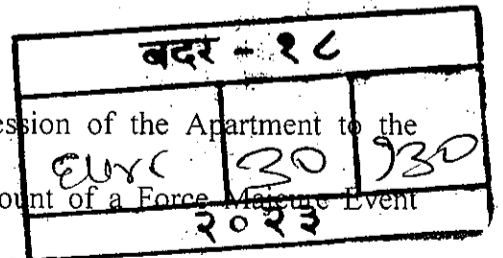
9. FORCE MAJEURE

9.1 Upon a Force Majeure Event arising and the same continuing for a period of 30 (thirty) days, the Promoter shall inform the Allottee of the same and the Allottee shall acknowledge having been put to notice thereof.



9.2 The Promoter shall be entitled to a reasonable extension of time for giving Intimation, if completion of the Apartment is delayed on account of a Force Majeure Event.

9.3 If the Promoter fails or neglects to give possession of the Apartment to the Allottee on or before 30<sup>th</sup> October,2022 on account of a Force Majeure Event then, the Promoter shall be liable on termination of this Agreement by the Allottee to refund to the Allottee the amounts already received by him in respect of the Apartment together with Promoter's Interest from the date the Promoter received the amounts till the date the amounts and interest thereon is repaid to the Allottee.



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10. **POSSESSION**

10.1. The Promoter shall within 7 (seven) days of receiving the Occupation Certificate of the Project give the Intimation to the Allottee. The Intimation shall call upon the Allottee to take possession of the Apartment within a period of 15 (fifteen) days from the date of receipt of the Intimation.

10.2. Upon receiving the Intimation, the Allottee shall pay the balance Consideration, Statutory Charges as well as the sums recorded in Clause 10.3 herein below to the Promoter within the period stated above and shall take possession of the Apartment from the Promoter. The Allottee shall execute all necessary indemnities, undertakings and such other documentation as may be prescribed in this Agreement and under the Act and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter.

As part of the transaction contemplated herein, the Allottee shall, on the receipt of occupation certificate by the Promoter, pay to the Promoter, inter alia, the following amounts over and above the Consideration and Statutory Charges as mentioned hereinabove and all other amounts payable by the Purchaser/s to the Promoter under this Agreement or otherwise:



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एनए	39	(i) Ad hoc interest free maintenance and Municipal charges for 24 months	Rs. 2,58,120/-
		(ii) Electric/Water meter charges	Rs. 50,000/-
		(iii) Legal Charges	Rs. 15,000/-
		(iv) Society formation and Share money charges	Rs. 10,000/-
		(v) Piped gas charges	Rs. 7,000/-
		(vi) Development charges	Rs. 2,50,000/-

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Total	Rs.5,90,120/-
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The Promoter shall not be liable, responsible and / or required to render the account in respect of the amounts mentioned hereinabove. It is hereby clarified that the aforesaid amounts mentioned hereinabove does not include the dues for electricity, gas and other bills for the said Apartment and the Allottee shall be liable to pay electricity, gas and other bills for the individual meters separately. It is further clarified that the list of charges mentioned hereinabove is only indicative and not exhaustive and the Allottee agrees to pay to the Promoter, such other charges or such other amounts under such heads as the Promoter may indicate. It is also further clarified that the amount of charges mentioned hereinabove is only indicative and not exhaustive and the Allottee agrees to pay to the Promoter, such increased charges as the Promoter may indicate without any demur.

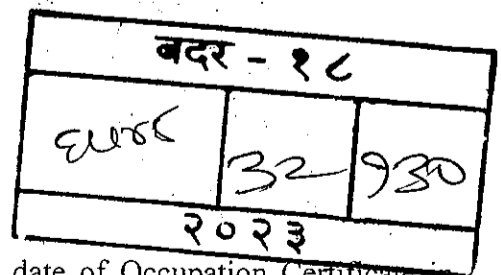
10.4. In the event the Allottee fails and/or neglects to pay any of the amounts stipulated in Clause 10.3 above and/or to take possession within the specified period, it shall be deemed that the Allottee has taken possession from the date of expiry of the notice period specified in the Intimation and that date shall be deemed to be the "Possession Date" and all obligations of the Allottee related to possession of the said Apartment shall be deemed to be effective from the said Possession Date. Further, on failure of the Allottee to take possession, the Promoter shall be entitled at his own option, to terminate this Agreement in the manner stated in this Agreement and the consequences of termination as recorded in this Agreement shall follow.



10.5. The Promoter shall handover all the necessary documents and plans as per the local laws to the Society within a period of 30 (thirty) days after obtaining the Occupation Certificate.

#### 11. DEFECT LIABILITY PERIOD

11.1. If within a period of 5 (five) years from the date of Occupation Certificate in respect of the said Apartment, the Allottee brings to the notice of the Promoter, in



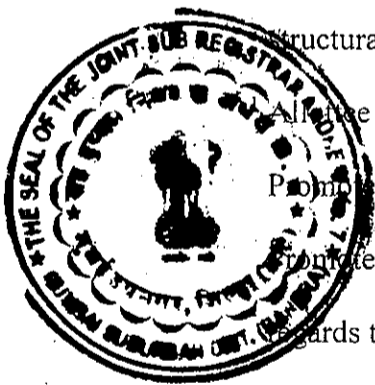
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writing, any structural defect or any other defect in the workmanship, quality or provision of services or any other obligations of the Promoter under this Agreement relating to the development in the Apartment or in the said building in which the Apartment is situated, then, wherever possible such defects shall be rectified by the Promoter at its own cost within a period of 30 (thirty) days. It is, however, expressly agreed that if any complaint / defect arises due to changes made by the Allottee in the Apartment or the said Building or allottees/s of other flats in the said Building, then in such circumstances the Promoter shall not be liable or responsible for repairs.

11.2. In an event the Promoter fails to rectify such defects within the stipulated time, then the Allottee shall be entitled to carry out such repairs and the Promoter shall reimburse the expenses incurred by the Allottee or in the alternative the Allottee shall be entitled to receive from the Promoter compensation for such defect or change in the manner provided under the Act. The Allottee hereby agrees and undertakes that the Allottee shall be entitled to carry out repairs only if the Promoter fails to rectify such defects within the stipulated time and in case if any structural defects surface by reason of any act of the Allottee then in that event the Allottee shall solely be liable to remedy such defects without any recourse to the Promoter. The Allottee shall be liable to indemnify and keep indemnified the Promoter as well as the allottees of the other apartments in the said building with regards thereto.



11.3. If there is a dispute regarding any structural defect in the Apartment and/or the Building, caused solely by negligence of the Promoter, then the matter shall, within a period of 5 (five) years from the Possession Date, be referred to the Real Estate Regulatory Authority or the adjudicating officer, as the case may be, appointed under the Act.

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12. USE AND OCCUPATION

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- 12.1. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence and for no other purpose whatsoever.
- 12.2. The Allottee shall not carry out any activities from the said Apartment that shall be a cause or a source of nuisance or annoyance to the Promoter or other occupiers of the Building or to any one in its vicinity or neighbourhood.
- 12.3. The Allottee shall use the The Basement, Puzzled, Hydraulic stack or stilt Space only for purpose of parking the Allottee's owned vehicle. The Basement, Puzzled, Hydraulic stack or stilt Space is for parking light motor vehicles only and not for parking lorry, tempo, public transport vehicle, tourist vehicles etc.
- 12.4. In the event if any increase in local taxes, water charges, insurance and such other levies, are imposed by the concerned authority and/or Government and/or other public authority, on account of change of user of the said Apartment by the Allottee, the Allottee alone shall bear and pay such penalty, premium or other sums of money demanded.

13. TERMINATION

13.1. The occurrence, happening or existence of any of following events shall be considered as the "Allottee's Event of Default" -



(a) Failure on part of the Allottee to make payment of any installments/ towards Consideration and/or Statutory Charges and/of any other amounts under this Agreement or

(b) Failure on part of the Allottee to take possession of the Apartment within the time stipulated and in the manner set out in Clause 10.3 hereinabove; or

(c) Breach by the Allottee of any of his/her representations, warranties and covenants or failure to perform, comply and observe any of his/her obligations and responsibilities as set forth in this Agreement; or

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- (d) If any of the representations, declarations and/or warranties etc. made by the Allottee in the Booking Form, Acceptance Letter, Allotment Letter, present Agreement and/or any other documents executed and/or entered into or to be executed and / or entered into by the Allottee is untrue or false;
- (e) If the Allottee has been declared and/or adjudged to be insolvent, bankrupt etc. and/or ordered to be wound up;
- (f) If the Promoters are of the opinion that the Allottee is unable to pay its debts and/or makes, or has at any time made, a composition with the creditors;
- (g) If the Allottee has been declared and / or adjudged to be of unsound mind;
- (h) If the Promoter is of the opinion and/or belief that the Allottee is an undesirable element and/or is likely to cause nuisance and/or cause hindrances in the completion of the development of the said Property and/or anytime thereafter and/or it is apprehended that he/she/they is/are likely to default in making payment of the amounts mentioned in this Agreement;
- (i) If the Promoter is of the opinion and/or belief that any material information affecting the transaction contemplated herein has been expressed by the Allottee;
- (j) If the Allottee has done or done any other acts, deeds or thing, which the Allottee may omit or fail to perform in terms of this Agreement, which in the opinion of the Promoter, amounts to an event of default. The Allottee hereby agrees and confirms that the decision of the Promoter in this regard shall be final and binding on the Allottee.



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On the occurrence, happening or existence of any of the Allottee's Events of Default as stated above, the Promoter shall be entitled to give notice of 15 (fifteen) days in writing by registered post acknowledgement due at the address provided by the Allottee and/or mail at the e-mail address provided by the Allottee, of its intention to terminate this Agreement and of the specific breach or

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breaches of terms and conditions in respect of which it is intended to terminate the Agreement (“Allottee’s Default Notice”). Upon failure of the Allottee to rectify / cure the Allottee’s Event of Default within the time period stipulated in the Allottee’s Default Notice, the Promoter shall be entitled to terminate this Agreement shall automatically stand terminated without any further notice / intimation to the Allottee. It is clarified that upon such automatic termination of this Agreement, no separate document / Deed of Cancellation shall have to be executed / registered between the Parties, provided that if the Promoter requires the Allottee to execute and register a deed, document, or writing including a Cancellation Deed, then the Allottee shall do the same without any delay or demur. On failure of the Allottee to execute and register a deed, document, or writing including a Cancellation Deed as stated above, the Promoter shall be entitled to file declaration recording the automatic termination and cancellation of this Agreement before the Sub-Registrar of Assurances.

13.3. The Promoter may, at its sole discretion, condone the breach committed by Allottee and may revoke cancellation of the allotment provided that the Apartment has not been re-allotted to another person till such time and Allottee agrees to pay the unearned profits (difference between the booking price and prevailing sales price) in proportion to total amount outstanding on the date of incorporation and subject to such additional conditions/ undertaking as may be decided by Promoter. The Promoter may at its sole discretion waive the breach by Allottee for not paying the aforesaid instalments but such waiver shall not mean any waiver in the interest amount and the Allottee will have to pay the full amount of interest due.



13.4. On and from the date of such termination on account of Allottee’s Event of Default as mentioned herein above, the Parties mutually agree that the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to the Promoter) within a period of 30 (thirty) of the termination, the Consideration or part thereof which may

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till then have been paid by the Allottee to the Promoter but the Promoter shall not be liable to pay to the Allottee any interest on the amount so refunded.

13.5. Upon the cancellation/ termination, the Promoter shall be entitled to sell or otherwise dispose off the Apartment to any other person/party whomsoever, at such price, in such manner and on such terms and conditions as Promoter may in its sole discretion think fit and proper and the Allottee shall not be entitled to raise any objection or dispute in this regard. However, it is agreed between the Parties that the Promoter shall adjust the amount due from Allottee first towards the interest due then towards taxes and then towards the Consideration.

13.6. The Allottee agrees and undertakes to execute a deed, document, or writing including a Cancellation Deed to cancel this Agreement. The balance amount, if any, shall be paid to the Allottee only upon the cancellation of this Agreement and/or receipt of the Cancellation Deed, documents or writings. In the event of cancellation of this Agreement as aforesaid, the Allottee irrevocably agrees that the Promoter shall be entitled to file declaration with respect to termination and cancellation of this Agreement before the Sub-Registrar of Assurances.



The said refund by the Promoter to the Allottee, sent through cheque/demand draft by hand delivery or registered post acknowledgement due or by courier at the address of the Allottee mentioned herein or by any other means, shall be full and final satisfaction and settlement of all claims of the Allottee under this Agreement, irrespective of whether the Allottee accepts / encashes the said cheque / demand draft or not.

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13.8	In the case of joint allotment of the Apartment in favour of joint allottees, the Promoter shall make all payments/refund under the terms of this Agreement upon termination, to the first mentioned Allottee, which payment/refund shall be constructed to be a valid discharge of all liabilities towards all such joint allottees.
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13.9. The occurrence, happening or existence of any of following events shall be considered as the "Promoter's Event of Default" -

- (a) Failure of the Promoter to give the Intimation to the Allottee from the date of receipt of the Occupation Certificate under Clause 10.1; or
- (b) Breach by the Promoter of any of its representations, warranties and covenants or failure to perform, comply and observe any of its obligations and responsibilities as set forth in this Agreement and/or the allotment letter; or
- (c) Discontinuance of business of the Promoter on account of suspension or revocation of the registration under the Act; or
- (d) Any other act, deed or thing, which the Promoter may omit or fail to perform in terms of this Agreement, which in the opinion of the Allottee, amounts to an event of default.

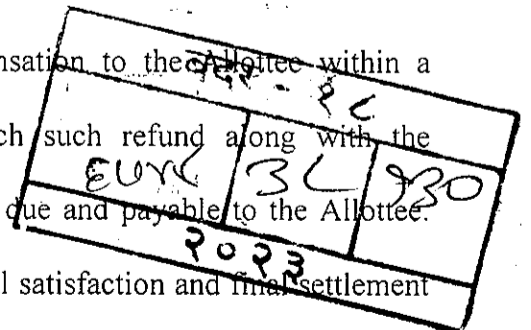
13.10. If the Promoter fails or neglects to give possession of the said Apartment to the Allottee on the Possession Date subject to a grace period of 6 (six) months and/or on such date as may be extended by the Parties by mutual consent then the Allottee shall have the option to terminate this Agreement after giving 15 (fifteen) days' notice in writing. Upon such the cancellation/ termination of this Agreement by the allottee, the Promoter shall be liable to return the amounts received by the

Promoter from the Allottee under the terms of this Agreement together with the Promoter's Interest and compensation in the manner provided under the Act.

Whoever excluding the amounts received from the Allottee towards payment of Statutory Charges In such a case the Promoter shall refund the amount

alongwith the Promoter's Interest and compensation to the Allottee within a period of 30 (thirty) from the date on which such refund along with the Promoter's Interest and compensation becomes due and payable to the Allottee.

The amount so refunded shall be in full and final satisfaction and final settlement of all the claims of the Allottee under this Agreement. It is agreed that, notwithstanding anything contained in the law for the time being in force, upon the termination of this Agreement by the Allottee, the claim of the Allottee shall



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be restricted to refund of monies paid with interest as aforesaid and that the Allottee shall neither be entitled to claim nor shall it claim for loss and/or damages and/or mental trauma or otherwise howsoever. The Promoter shall be entitled to allot and/or deal with and dispose of the said Flat to any third party without reference or recourse to the Allottee.

13.11. In an event the Allottee does not cancel/ terminate this Agreement as stated above on the occurrence of the Promoter's Event of Default and does not withdraw from the Project, the Promoter shall be liable to pay to the Allottee, Promoter's Interest for every month of delay, till the handing over of possession of the Apartment to the Allottee.

#### 14. INDUCTION AS MEMBER OF THE SOCIETY

14.1. The name of the Building shall always be " EAST EDEN " .

14.2. Upon handing over of the Premises to the Allottee/s, the said Allottee/s shall admit himself/ herself/themselves as the member of the Society/ Condominium/ Company to be formed amongst the Flat Purchasers and for the purpose shall

execute / sign all the requisite forms, applications and pay the necessary fees and charges thereof.



14.3. The Allottee is aware that the Promoter shall allot two Premises in the said Building to the aforesaid two Tenants of the Jitendra Bhuvan, who shall be admitted as the member of the Society/ Condominium / Company to be formed amongst the Flat Purchasers of the said Building. The Allottee hereby confirms

that he/she/it has no objection to admit the two tenants as the member of the Society/ Condominium / Company and hereby consents to the same.

14.4. If any time further construction is carried on, as herein before provided, by the Promoter, then the promoter alone shall be entitled to sell flat(s) / Premises/

Units in such further construction on ownership basis to others for their own benefit and shall be entitled to the price and consideration received from them for

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their own use and benefit. The Purchaser and the said society will not have any share, right, title, interest or claim therein. The said Society/ Association of Purchasers or Limited Company shall admit the Purchasers as a members of such new and/or additional construction in the society as per the laid rules and regulations and by charging requisite fees and charges thereof;

14.5. The Allottee shall, from the date of taking possession of his/her/their said Premises become a member of the Society and from time to time sign all letters, writings, communications, applications forms and registration documents and to do all other acts, deeds, matters and things as the Promoter and/or the Society shall require him to do and pay the requisite fees, charges as per the rules and regulations and the said denotation as agreed herein;

**15. TAXES AND OUTGOINGS**

15.1. On and from the Possession Date, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the Carpet Area of the Apartment) of outgoing in respect of the said Premises, the Building and the Project namely share of the registration charges, municipal taxes, water and electricity charges, maintenance charges, ground rent, insurance, salaries of the sweepers, chowkidars and other local taxes, charges or such other levies by the concerned authority or government and all expenses necessary and incidental to the management and maintenance of the said Premises, the Building and the Project.



The Allottee further agrees to pay to the Promoter prior to taking possession of the Apartment an amount of Rs. 10/- per sq.ft. on carpet area as reimbursement of amount contributed by the Promoter to the Society towards contribution of the Allottee's share to the society fund.

15.3. The Allottee shall be liable to pay the interest, penalty or charges that may become payable on account of any delay in payment towards the taxes and outgoing.

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15.4. In case after the handing over of possession of the Apartment, on the Promoter determining that there is any deficit in any of the amount then the Allottee shall forthwith on demand pay to the Promoter the Allottee 's proportionate share to make up such deficit.

15.5. It is hereby clarified that the aforesaid amounts mentioned hereinabove do not include the dues for electricity, gas and other bills for the Apartment and the Allottee shall be liable to pay electricity, gas and other bills for the individual meters separately.

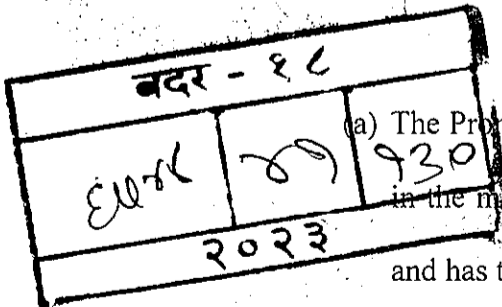
15.6. It is clarified that till such time each apartment in the said building is not being separately assessed for municipal taxes and water charges, the Allottee shall pay to the Promoter/ Society a proportionate share of the municipal tax, water charges and all such relevant charges applicable assessed by the concerned authorities in respect of the Building and the Common Areas and Amenities. Such proportion shall be determined by the Promoter on the basis of the area of the Apartment.

However, for the purpose of determining such proportion, the area of the unsold apartments shall not be taken into account.



#### REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows, which representations and warranties the Allottee has independently verified and has satisfied himself / herself / itself regarding the same:



(a) The Promoter has a clear and marketable title with respect to the Project Land in the manner provided in the Certificate of Title annexed to this Agreement and has the absolute right to carry out construction upon the Project Land;

(b) The Promoter has actual, physical and legal possession of the Project Land for the implementation of the Project;

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(c) The Promoter has lawful rights and requisite approvals from the concerned authorities to carry out development on the Project Land and shall obtain requisite approvals from time to time to complete the Project;

(d) There are no encumbrances upon the Project Land or the Project .

(e) There are no litigations pending before any Court of law with respect to the said Project Land ;

(f) All approvals, licenses and permits issued by the concerned authorities with respect to the Project, Project Land, the Building are valid and subsisting and have been obtained by following due process of law. Further, all Approvals, Plans, licenses and permits to be issued by the concerned authorities with respect to the Project, Project Land and the Building shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all Applicable Laws in relation to the Project, the Project Land, the Building and the Common Areas and Amenities;

(g) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;



The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the concerned authorities;

(i) No notice from the Government or any other concerned authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Project Land) has been received

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or served upon the Promoter in respect of the Project Land and/or the Project except those disclosed in the said Certificate of Title;

- (j) The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned authority at the time of sanctioning the Plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned authority Occupation Certificate and/or Completion Certificate in respect of the Apartment.

**17. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE**

The Allottee represents and warrants to the Promoter as follows:-

- (a) The Allottee has not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up, as the case may be;

- (b) no receiver and/or liquidator and/or official assignee or any person is appointed of the Allottee or all or any of its assets and/or properties;

- (c) The Allottee has neither received any notice of attachment under any rule, law, regulation, statute etc. nor his/her assets/properties are attached;

no notice is received from the Government in India (either Central, State or Local) and/or from abroad for his/ her/ their involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a willful defaulter and/or a warrant is issued against him/ her/ them;

- (e) no execution or other similar process is issued and/or levied against him/ her and/or against any of his/ her assets and properties;

- (f) he/ she is not of unsound mind and/or is not adjudged to be of unsound mind;



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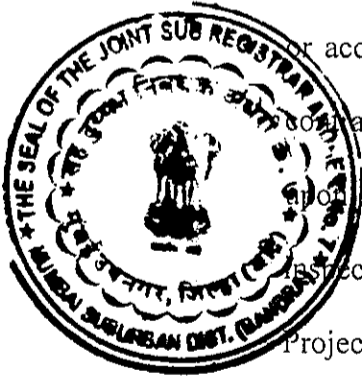
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- (g) he/ she has not compounded payment with his creditors;
- (h) he/ she is not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;
- (i) he/ she is competent to contract and enter into this Agreement as per the Applicable Laws.

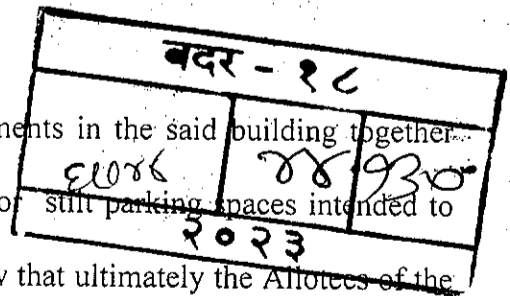
**18. MUTUAL COVENANTS**

18.1. Notwithstanding anything contained herein, it is agreed between the Parties hereto, that the sample Apartment, if any, constructed by the Promoter and all furniture, items, electronic goods, amenities etc. provided therein are only for the purposes of show casing the Apartments and the Promoter is not liable, required and/or obligated to provide any furniture, items, electronic goods, amenities etc. as may be displayed in the sample Apartment other than as expressly agreed by the Promoter under this Agreement.

18.2. The Allottee confirms, understands and agrees that the information, details, images, sketches and elevation contained in the leaflets/ brochures or any other printed material are only indicative and artistic imagination and may not be exact or accurate, and the same does not form either the basis or part of the offer or contract. The Allottee further confirms and accepts that he/ she has only relied on the approved plans. The Allottee confirms that he/she/they have done site inspection and is aware of the planning, surroundings in and around the said Project Land.



18.3. The Promoter shall be entitled to allot apartments in the said building together with the Basement, Puzzled, Hydraulic stack of silt parking spaces intended to be constructed on the Project Land with a view that ultimately the Allottees of the various apartments in the Building shall be admitted as members of the Society. It is agreed and clarified that the Promoter shall have all the rights and shall be entitled to sell, allot, transfer, lease, give on leave and license basis and/or



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otherwise deal with and dispose of the apartments and the parking spaces separately and independently of the allottees of all the apartments and the parking spaces in the said building.

18.4. The Promoter shall, if necessary, become a member of the Society in respect of its right and benefits conferred/reserved herein or otherwise entitled to in whatsoever manner. If the Promoter transfers, assigns and disposes off such rights and benefits at any time to anybody, then the assignee, transferee and/or the buyers thereof shall if necessary become the members of the Society in respect of the said right and benefits. The Allottee herein and the Society will not have any objection to admit such assignees or transferees as its members and the Allottee hereby gives his/her specific consent to them being so admitted.

18.5. All costs, charges and expenses incurred in connection with the costs of preparing, engrossing, stamping and registering all deeds, documents required to be executed by the Promoter and by the Allottee including stamp duty, registration charges etc. payable in respect of such documents, shall be borne and paid by the Allottee. The Promoter shall not be liable to contribute anything towards such expenses. The Allottee alone will be responsible for consequences of insufficient and/or non-payment of stamp duty and registration charges on this Agreement and/or all other documents etc.



It is agreed, confirmed and covenanted by the Allottee that the Allottee shall not be entitled to nor shall he/she demand a sub-division or amalgamation of the Project Land or be entitled to any FSI exceeding the FSI used or any FSI available now or in future and consumed in the Building.

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18.7.	It is agreed.	between the Promoter and the Allottee that the Promoter shall be
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entitled to develop the Project Land in the manner as the Promoter may desire.

The Promoter is retaining full rights for the purpose of providing ingress or egress to the Allottee from the Project Land in the manner deemed fit by the Promoter and the Allottee unequivocally consents / agrees not to raise any objection or

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dispute regards the same now or any time in the future and the Allottee acknowledges that hardship may be caused during such time and undertakes expressly never to object to the same. The Promoter shall be entitled to recover the proportionate amount towards such insurance premium from the Allottee herein and the allottees of all other apartments in the Project

18.8. The Promoter shall obtain all such insurances as may be notified by the concerned authorities (including but not limited to insurance in respect of the construction, title of the Project Land and the Building) and shall be liable to pay the premium and charges in respect thereof before transferring the insurance to the Society to be formed. All the documents relating to the insurance shall be handed over to the Society to be formed upon completion of the Project.

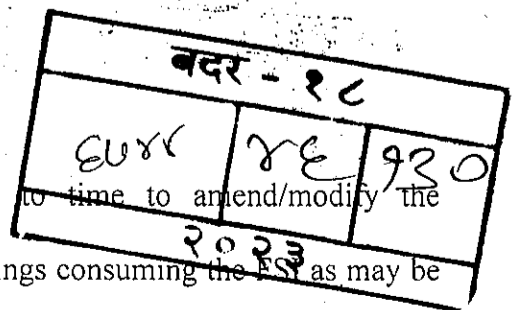
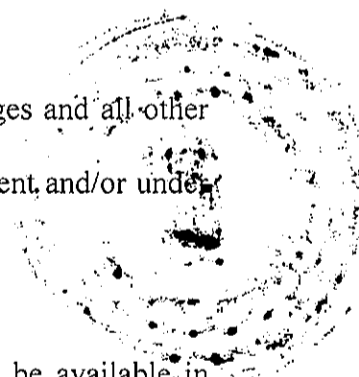
19. **ALLOTTEE'S COVENANTS**

19.1. The Allottee shall not raise any objection and/or raise any disputes in respect of the provisions of this Agreement and shall discharge all the obligations towards the Promoter on the terms particularly stated herein.

19.2. The Allottee shall pay the entire Consideration, Statutory Charges and all other amounts that may be payable by the Allottee under this Agreement, and/or under Applicable Law without any delay or demur.

The Promoter shall be entitled to consume such F.S.I. as may be available in respect of the Project Land or any part thereof or otherwise on the Project Land at present or in future and for the purposes of consuming such balance and/or additional F.S.I. to construct extensions and/or additional floors as the Promoter may think fit and proper in accordance with the terms of the Development Agreement.

19.4. The Promoter shall be entitled from time to time to amend/modify the Sanctioned Layout Plan to construct the Buildings consuming the FSI as may be



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available from time to time including FSI in any format, if permissible by the concerned authorities, carry on the construction and complete such construction and sell the apartments in the Buildings at the Promoter's absolute discretion.

19.5. The Allottee as the member of the Society to be formed shall not raise any objection on any ground as to the Promoter' rights, reserved herein.

19.6. Under this Agreement, the Promoter has agreed to sell and transfer only the Apartment and nothing further and the right of the Allottee shall always be in respect of the Apartment only and such right will accrue to the Allottee only on the Allottee making payment to the Promoter of the Consideration as also all amounts strictly in accordance with this Agreement and only on the performance and full compliance of the terms, conditions, obligations and covenants herein contained.

19.7. The Promoter shall be entitled to alter the terms and conditions of the agreements to be executed relating to the other apartments in the Buildings and including the user/s thereof and the persons who purchase the other apartments in the Buildings shall be entitled to use the apartments acquired by them for such purpose as may be agreed to by and between the Promoter and such persons and may be permissible under the Act and the rules thereunder;



19.8. The Allottee agrees and undertakes that within 15 (fifteen) days from the Possession Date, the Allottee, *inter alia*, shall do the following to be admitted as a member of the Society:

बदर - १८		
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Execute an undertaking to use the Apartment for the purpose for which it is allotted and not to change the user thereof and to abide by all the provisions of law applicable thereto;

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- b) To unconditionally sign and execute necessary forms, applications, undertakings, documents as may be required by the Promoter.
- c) Pay maintenance charges, outgoings due and taxes in respect of the Apartment shall be paid to the Promoter;
- d) Cause the Society to do/ratify, all such necessary acts, deeds, matters and things as may be required by the Promoter from time to time for safeguarding their interest in the Project Land and the Building.
- e) The Allottee shall not do or suffer to be done anything in or to the Building, Apartment, additional areas, staircase, common areas or any passages which may be against the rules, regulations or byelaws of concerned authority or change/alter or make addition in or to the building or to the Apartment itself or any part thereof and to maintain the Apartment and the additional areas at the Allottee's own cost in good repair and condition from the date on which the Allottee is permitted to use the Apartment. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned authority and/or other public authority and shall also pay any penal charges levied by the authorities.



The Allottee shall not store anything in the refuge floor nor store any goods in the Apartment which are hazardous, combustible or of dangerous nature or are so heavy as to damage the construction or structure of the said building or storing of which goods is objected to by the concerned authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the said building and in case any damage is caused to the said building on account of negligence or default of the Allottee in this behalf, the

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Allottee shall be liable for the consequences of the breach and shall repair the same at his/her/their own costs.

g) Not to change the user of the Apartment and/or make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent, in the Apartment and not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces and/or refuge areas.

h) Not to demolish or cause to be demolished the Apartment or any part thereof neither at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Apartment or any part thereof and keep the portion, sewers, drains, pipes in the Apartment and appurtenances thereto in good repair and condition and in particular so as to support, shelter and protect other parts of the said building.

i) Not to make any alteration in the elevation and outside colour scheme of paint and glass of the said building and not to cover/enclose the planters and service ducts or any of the projections from the Apartment or within the Apartment, nor chisel or in any other manner cause damage to the columns, beams, walls, slabs or RCC partition or walls, partitions or other structural members in the said Premises without the prior written permission of the Promoter/Society, nor do / cause to do any hammering for whatsoever use on the external / dead walls of the said building or do any act to affect the FSI potential of the Project Land.



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j) Not to affix any fixtures or grills on the exterior of the said building for the purposes of drying clothes or for any other purpose and undertakes not to have any laundry drying outside the Apartment. The Allottee shall fix the grills on the inside of the windows only. The standard design for the same shall be obtained by the Allottee from the Promoter and the Allottee undertakes to not

fix any grill having a design other than the standard design approved by the Promoter.

- k) Not to install a window air-conditioner within or outside the Apartment.
- l) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project Land and the Building or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.
- m) Not to delay / default in payment of increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned authority and/or Government and/or other public authority from time to time.
- n) Not to transfer or assign the Allottee's right, interest or benefit under this Agreement and / or let, sub-let, sell, mortgage and / or otherwise transfer, assign or part with occupation or give on leave and licence, care taker, paying guest or tenancy basis or induct any person/s into or part with the Apartment until all the payments whether due or not but payable by the Allottee to the Promoter under this Agreement or otherwise under any law are fully paid up and only if the Allottee has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee has intimated in writing to the Promoter and the Promoter has given its prior written consent and also on intending transferee undertaking to observe and perform and carry out the terms and conditions as may be imposed in that behalf and the costs and expenses of such agreement will be paid by the Allottee. Such consent shall be at the discretion of the Promoter and upon such terms and conditions as stipulated therein.



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- o) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Apartment into the compound or the refuge floor or any portion of the Project Land and the said building ;
- p) Shall not at any time cause or permit any public or private nuisance or to use the loud speaker etc. in or upon the Apartment, the Building or the Project Land or any part thereof or do anything which shall cause any annoyance, inconveniences, suffering, hardship or disturbance to the occupants or to the Promoter. Further, the Allottee shall not keep pets and/or domesticated animals in or upon the Apartment, the Building or the Project Land or any part thereof;
- q) Shall not discharge, dump, leave or burn nor to cause or permit the discharging, dumping, leaving or burning of any wastage including but not limited to pollutants into the surface or other drains or in or upon any part of the Apartment and/or the Building nor litter or permit any littering in the common areas in or around the Apartment and/or the Building and at the Allottee' s own cost and expense to make good and sufficient provision for the safe and efficient disposal of all waste generated at the Apartment and/or the Building to the requirement and satisfaction of the Promoter and/or the concerned authorities;



- r) Shall either by himself/ herself/ themselves or any person claiming by / through / from the Allottee not do anything which may or is likely to endanger or damage or the Building or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and the installations for providing facilities in the Building. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, lifts, automation system if any, DG, STP, basement ventilation system, fire measures, meters, etc. or any other facility provided in the Building;

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s) Shall not display at any place any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee shall not stick or affix pamphlets, posters or any paper on the walls of the Building or the Common Areas and Amenities or in any other place or on the window, doors and corridors of the Building;

t) Shall not affix, erect, attach, paint or permit to be affixed, erected, attached, painted or exhibited in or about any part of the exterior wall of the Apartment or on or through the windows or doors thereof any placard, poster, notice, advertisement, name plate or sign or announcement, flag-staff, air conditioning unit, television or wireless mast or aerial or any other thing whatsoever save and except the name of the Allottee in such places only as shall have been previously approved in writing by the Promoter in accordance with and in such manner, position and standard design laid down by the Promoter;

u) Not to use the open places, terrace, stilt/basement (if any) in or compound or common areas thereof or in the said Project elsewhere for killing of animals and/or birds or in public view or otherwise or to offend religious feelings of other communities;



Not to park at any other place and shall park all vehicles in the allotted/ designated parking spaces only as may be earmarked and prescribed by the Promoter;

w) Shall not violate and shall abide by all rules and regulations framed by the Promoter / its designated Project Manager or by the Society to be formed for the purpose of maintenance and up-keep of the Buildings and in connection with any interior / civil works that the Allottee may carry out in the Apartment.

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x) Shall not violate and shall observe and perform all the rules and regulations which the promoter may have at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Building and the apartments therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned authority and of government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the promoter regarding the occupation and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

y) Shall not do or permit or suffer to be done anything in or upon the Apartment or any part of the said building which is or may, or which in the opinion of the Promoter is or may, at any time be or becomes a danger, a nuisance or an annoyance to or interference with the operations, enjoyment, quiet or comfort of the occupants of adjoining apartments or the neighbourhood provided always that the Promoter shall not be responsible to the Allottee for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or interference whatsoever caused by the occupants of the adjoining apartments of the said building and the Allottee shall not hold the Promoter so liable.



z) Shall not obstruct, cause or permit any form of obstruction whatsoever

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whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the Apartment or in the Common Areas and Amenities.

aa) Shall never in any manner enclose any flower beds/pocket terrace/s and other areas to be kept open in any manner including installing any temporary or part shed or enclosure and shall not include the same in the Apartment and keep

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the same unenclosed at all times. The Promoter shall have the right to inspect the Apartment and the additional areas at all times and also to demolish any such addition or alteration or enclosing of the open areas without any consent or concurrence of the Allotted and also to recover costs incurred for such demolition and reinstatement of the Apartment and the additional area to its original state.

## 20. CREATION OF THIRD PARTY RIGHTS

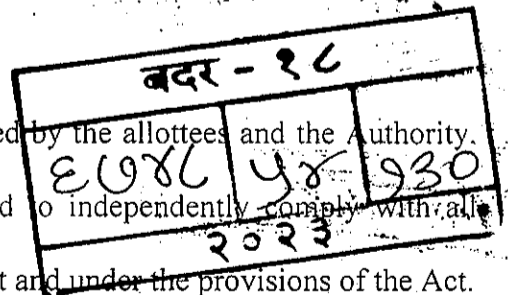
### 20.1. BY THE PROMOTER –

(a) After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee in the said Apartment.

(b) The Promoter shall not transfer or assign his majority rights and liabilities in respect of the Project to a third party without obtaining the prior written consent from two-third allottees, except the Promoter, and without the written approval of the Real Estate Regulating Authority under the Act. Provided however that nothing herein shall affect the rights of the Debenture Trustee to enforce its securities and to complete the Project and the Allottee gives his consent to the same. Provided further that such transfer shall not or assignment shall not affect the allotment or sale of the Apartment under this Agreement.

(c) On transfer or assignment being permitted by the allottees and the Authority, the intending promoter shall be required to independently comply with all pending obligations under this Agreement and under the provisions of the Act.

(d) It is clarified that any transfer or assignment as stated above shall not result in extension of time to the intending promoter to complete the Project and the intending promoter shall be required to comply with all the pending obligations of the Promoter and in case of default such intending promoter



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shall be liable to the consequences of breach or delay as provided in this Agreement.

20.2. BY THE ALLOTTEE -

20.2.1. In case if the Allottee desires to assign and transfer his/ her rights under this Agreement to any other person or party then in that event the Allottee shall intimate the Promoter in writing of the Allottee's intent to sell and the price at which the Allottee intends to sell the said Premises ("Offer").

20.2.2. The Promoter shall within a period of 15 (fifteen) days from the date of receipt of the Offer from the Allottee inform the Allottee as to whether the Promoter desires to acquire the said Premises ("Positive Acceptance"). In case of Positive Acceptance, the Allottee shall complete the sale transaction in favour of the Promoter and shall not negotiate with any other person or party in respect thereof. In case if the Promoter fails to complete the sale transaction within a period of 30 (thirty) days from the date of the Positive Acceptance, then in that event, the Allottee shall be at liberty either to grant the Promoter extension of time for completion of the transaction and /or in the alternative cancel the transaction. In case if the Allottee elects to cancel the transaction, then in that event the Allottee shall be at liberty to deal with the said Premises in such manner as the Allottee may deem fit and proper.



20.2.3. In case if the Promoter fails to respond to the Allottee within the aforesaid period of 15 (fifteen) days from the date of receipt of the Offer or respond to the Allottee in the negative expressing its disinterest to acquire the said Premises, then in that event, the Allottee shall be at liberty to deal with the said Premises in such manner as the Allottee may deem fit and proper subject to the payment of all outstanding dues payable by the Allottee to the Promoter.

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20.2.4. It is clarified that in case of first such transfer the Promoter shall not charge transfer charges. However, in case of subsequent transfer in favour

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of any other person or party shall be subject to the payment of transfer charges as applicable from time to time and subject to the Applicable Laws and notifications or any Government/its agency/ body directions as may be in force. The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nomination(s)/transfer/ assignment. The incoming allottee / proposed transferee shall be bound and liable to adhere to all the terms and conditions recorded in this Agreement.

20.2.5. Stamp duty or other charges as may be applicable on any transfer shall be paid by the Allottee / proposed transferee. The Allottee shall indemnify and keep indemnified the Promoter against any action, loss, damage or claim arising against Promoter for non-payment of such stamp duty and requisite charges.

20.2.6. The transfer shall be allowed only subject to clearing all the sums that shall be due and payable to Promoter on the date of submission of the request application. The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such transfer.



It is specifically made clear to the Allottee that, as understood by the Promoter, at present there is no direction/order passed by the concerned authority restricting any nomination/ transfer/ assignment of the said Apartment by the Allottee. However, in the event any such direction/ order is passed by the concerned authority after the date of this Agreement, the Allottee shall abide by the same.

20.2.8. It is agreed between the Parties that notwithstanding anything contained herein, the Allottee shall not transfer or assign the Allottee's right, interest or benefit under this Agreement and/or lease, sub let, sell, mortgage and/or

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otherwise transfer, assign or part with occupation or give on leave and licence, tenancy basis or induct any person/s into or part with the said Apartment until all the payments being the Consideration, Statutory Charges and all other amounts due and payable by the Allottee under this Agreement or otherwise under any law are fully paid up. The Allottee shall obtain prior written consent from the Promoter before selling, assigning, letting, sub-letting, etc. of the said Premises as stated above.

**21. MISCELLANEOUS**

21.1 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Apartment, the Buildings, the Project Land or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment, hereby agreed to be sold to him along with, the right to use basement/Puzzled/ Hydraulic stack or stilt Parking Space and the Internal Apartment Amenities.

21.2 The Allottee confirms that the Allottee has visited and has physically seen the Project Land and is not entering into this Agreement solely on the basis of any advertisement, brochure or oral representation concerning the said Apartment, or



the Building.

The Allottee hereby declares that he/she has gone through this Agreement and all the documents related to the said Apartment and the Project Land and has expressly understood the contents, terms and conditions of the same and the

Allottee after being fully satisfied has entered into this Agreement and further agrees not to raise any objection in regard to the same.

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21.4 For the purposes of this transaction, the details of the PAN of the Promoter and the Allottee are as follows:-

- (a) PROMOTER'S PAN – AAACO8148A
- (b) ALLOTTEE'S PAN – ANGPD4013P ( Mr. Manan)  
AMPPD6276L ( Mrs. Pratha)

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22. WAIVER

22.1 No forbearance, indulgence, relaxation or inaction by the Promoter at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice its rights to require performance of that provision and any waiver or acquiescence by them of any breach of any of the provisions of these presents shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

22.2 Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of the Promoter.

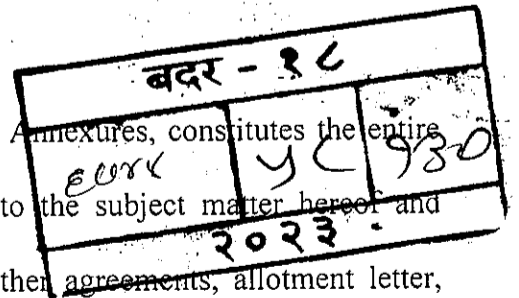
23. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with the Schedule and Annexures hereto along with the payments due as stipulated in the Payment Plan by the Allottee and secondly, appears for registration of this Agreement before the concerned Sub- Registrar as and when intimated by the Promoter.



ENTIRE AGREEMENT

This Agreement, along with its Schedules and Annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, brochures, documents and/or arrangement entered into, executed and/or provided, whether oral or written between the Parties in regard to the said Apartment, the Building or the Project Land.



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25. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE /  
SUBSEQUENT ALLOTTEES

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

26. SEVERABILITY

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



27. FURTHER ASSURANCES

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

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

Name of Allottee: **Mr. Manan B. Desai & Mrs. Pratha Manan Desai**

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Allottee's Address: 405, Trimurti Appt, Ratan Shankar Masterni Street,  
Ambaji Road, Surat, Gujrat - 395003.

Notified Email ID: [desaimanan.bhadreshkumar@mpcvfx.com](mailto:desaimanan.bhadreshkumar@mpcvfx.com)

Name of Promoter: PRIMA TERRA LANDMARK PVT. LTD.

Address: A/44-45, Road No. 2, MIDC, Andheri (East), Mumbai-400 093

E-mail: [info@primaterra.in](mailto:info@primaterra.in)

28.2 It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

28.3 In case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her/them which shall for all intents and purposes to consider as properly served on all the Allottees.

INDEMNITY



The Allottee hereby covenants with the Promoter to pay from time to time and at all times the amounts which the Allottee is liable to pay under this Agreement and indemnify and keep indemnified the Promoter and its agents and representatives, at all times against any expenditure, loss or expense arising from any claim, damages, claims, suits, proceedings, expenses, charges that the Promoter may suffer as a result of non-payment, non-compliance or non-performance of the covenants and conditions stipulated in this Agreement and/or on account of unauthorised alteration, repairs or wrongful use etc. to the said Premises, including the amount expended on litigation in enforcing rights herein and/or on account of or occasioned by any accident or injury to the Allottee or his/her representatives or any person/s visiting the Allottee or his/her family,

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guests or visitors or staff, or all persons claiming through or under the Allottee, before or after taking possession of the said Premises and during the occupation, use and enjoyment of the Building, the Project Land and the Common Areas and Amenities.

**30. GOVERNING LAW**

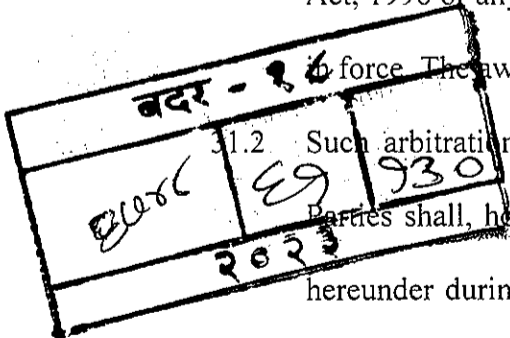
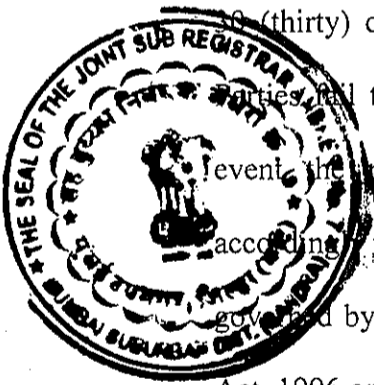
The rights and obligations of the Parties under this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Mumbai courts will have the jurisdiction for this Agreement.

**31. SETTLEMENT OF DISPUTES**

31.1 All disputes and differences which may arise between the Parties or any of them, from or out of or in any manner whatsoever relating to these presents or its subject matter, and/or the interpretation thereof, and/or in respect of the rights, duties, liabilities, responsibilities or obligations of the Parties or any of them, shall be attempted to be mutually resolved between the Promoter and the Allottee. In the event of failure of the Parties to resolve the dispute, the same shall be referred to arbitration of a Sole Arbitrator to be mutually appointed by the Parties within

(thirty) days from the date of notice invoking arbitration. In the event the Parties fail to appoint a Sole Arbitrator as mentioned hereinabove, then in that event, the provisions of the Arbitration and Conciliation Act, 1996 shall apply. Such arbitration shall be held in accordance with and be governed by and be subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The award of the Arbitrator shall be final and binding upon the Parties.

31.2 Such arbitration shall be held only at Mumbai and in English language. The Parties shall, however, continue to meet their respective obligations as specified hereunder during the Arbitration proceedings and no payment due or payable to the Promoter shall be withheld (except to the extent disputed and forming part of arbitration dispute) on account of initiation, commencement or pendency of such



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proceedings except in the event Arbitration proceedings are initiated pertaining to the same.

31.3 The Courts at Mumbai will alone have exclusive jurisdiction in the matter.

## 32. STAMP DUTY AND REGISTRATION CHARGES

32.1 The full ad-valorem stamp duty in accordance with the Maharashtra Stamp Act, 1958 and the full registration charges in accordance with the Indian Registration Act, 1908, of and incidental to this Agreement shall be borne and paid by the Allottee alone in full.

32.2 The Allottee shall bear and pay all the amounts payable towards stamp duty, registration charges and all out-of-pocket costs, charges and expenses on all documents for sale and/or transfer of the said Apartment including on this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Allottee's account.

32.3 If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within a period of 7 (seven) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.



### FIRST SCHEDULE

(Project Land)

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२०२३		

ALL THAT piece or parcel of land admeasuring 555.15 sq. mtrs. and bearing CTS No. 663 (Pt.), Survey No. 61-A Hissa no. 5 (pt.) of Village Vile Parle Taluqa Andheri situated and located at Plot no. 94 of Paranjape Scheme B No. 3, Hanuman Road, Vile Parle (E), Mumbai 400 057 along with the building standing thereon known as Jitendra Bhavan and within the Registration District of Bombay Suburban District and bounded as follows:-

MB

C

PD

On or towards the North : CTS No. 662  
On or towards the South: : CTS No. 666  
On or towards the East: : CTS No. 664 & Western Express  
Highway  
On or towards the West: : 9.10 M wide existing road.

**SECOND SCHEDULE**

Residential Premises being Flat No.102 admeasuring 717 sq.ft RERA Carpet Area, on the 1<sup>st</sup> floor, (hereinafter referred to as the said "Apartment") in the Building called "East Eden" (herein after referred to as the said "Building") being constructed in the Project by the Promoter.

MB

C

PD



बदर - १८		
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IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED )

By the withinnamed )

“PROMOTER” )

PRIMA TERRA LANDMARK PVT. LTD. )

Through the hands of its authorized )

signatory Mr. Harshvardhan Tibrewala )

authorized vide Board Resolution )

dated 25<sup>th</sup> June, 2015 )

In the presence of )

*Harshvardhan Tibrewala*



SIGNED SEALED AND DELIVERED )

By the withinnamed “ALLOTTEE” )

*Manan B. Desai*

Mr. Manan B. Desai )



Mrs. Pratha Manan Desai )

*Pratha*



In the presence of )

1) *[Signature]* VIKASIT KUMAR SHARMA

2) *[Signature]* AARTI BHADRESHKUNAR DESAI



बदर - १८		
<i>[Signature]</i>	<i>[Signature]</i>	930
२०२३		

**RECEIPT**

**RECEIVED** from the Allottee a total sum of **Rs. 20,55,000/- (Rupees Twenty Lakhs Fifty Five Thousand only)** being the advance payment/ application fee payable by the Allottee to us on or before the execution of these presents in respect of sale of the said Apartment.

WE SAY RECEIVED

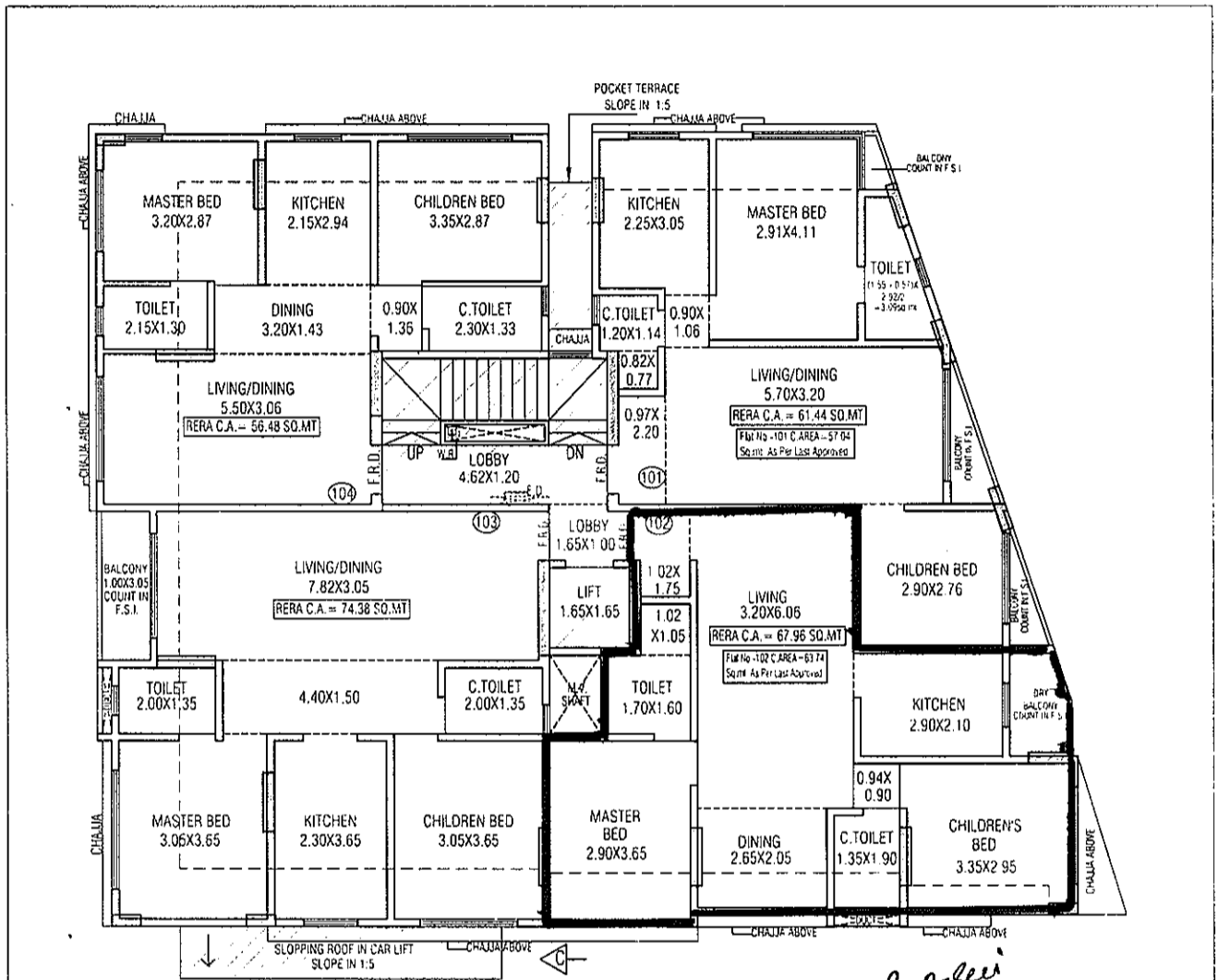
FOR PRIMA TERRA LANDMARK PVT. LTD.

*Hans Raj*

(Authorized Signatory)



बंदर - २८ ७		
६६०६	६५	९३०
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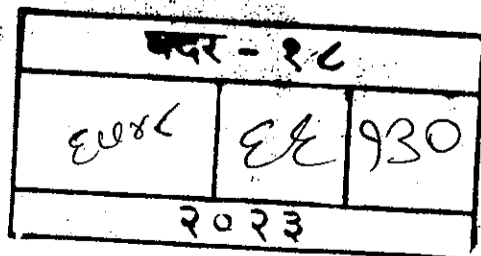


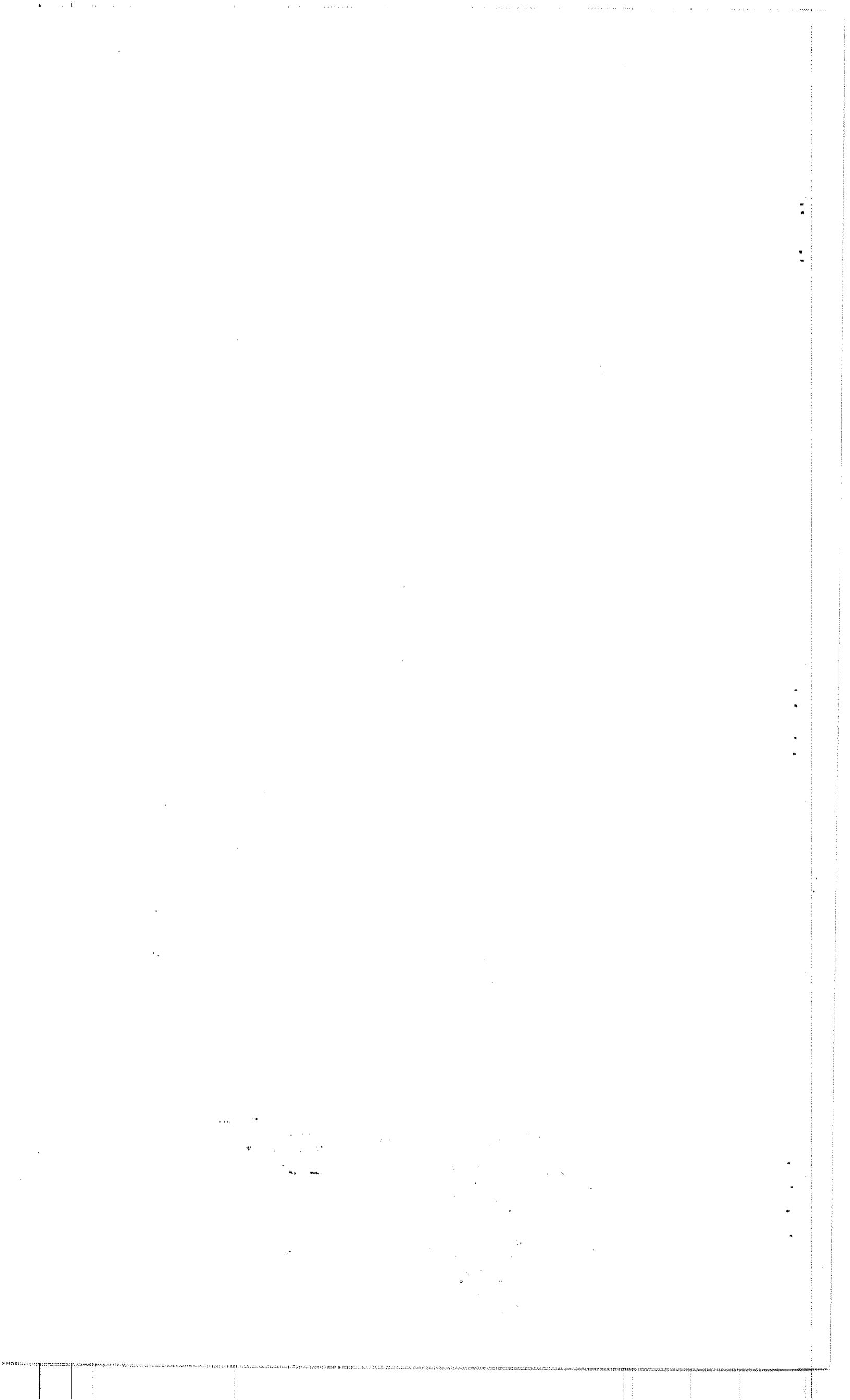
**1ST FLOOR PLAN**

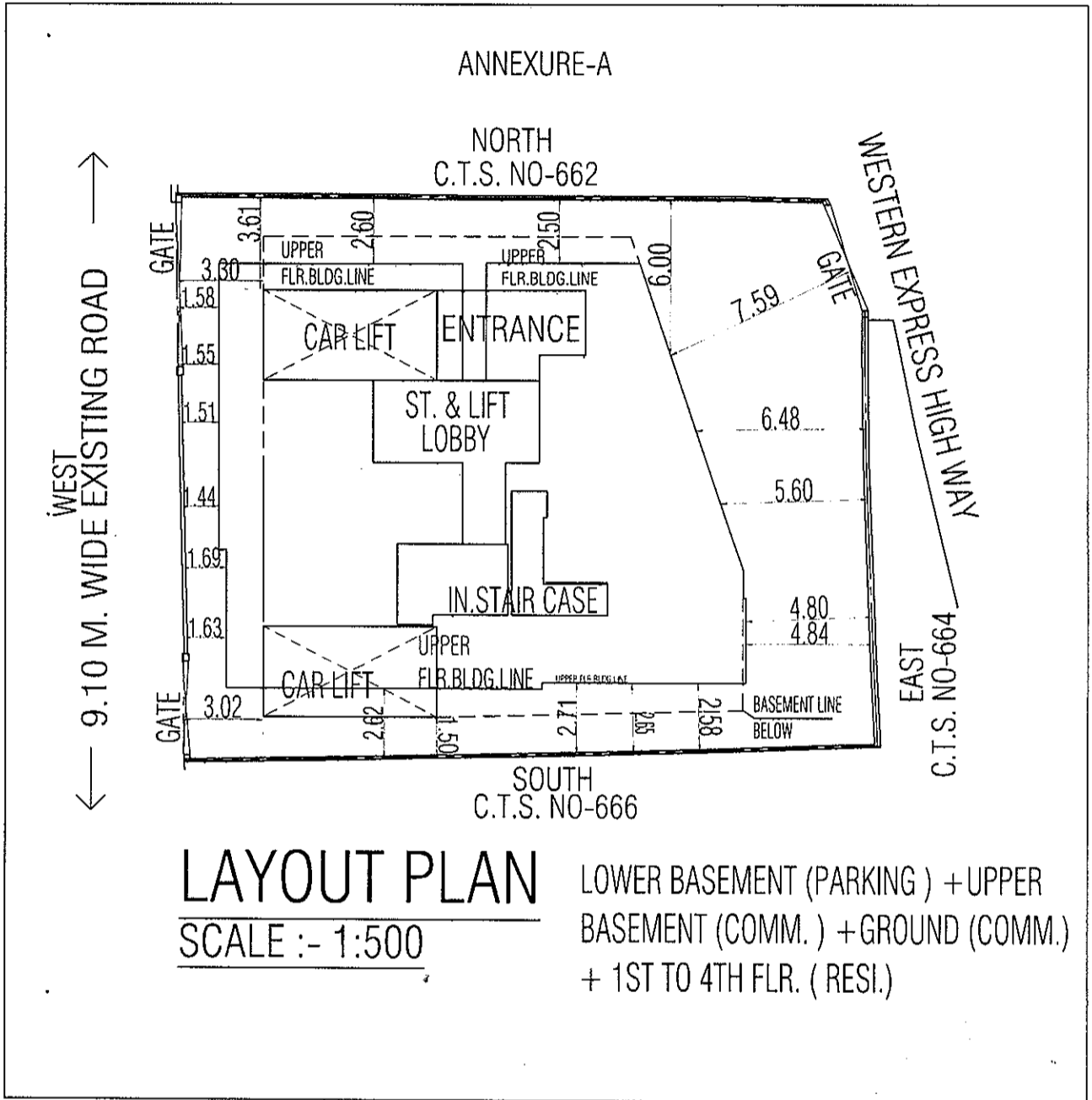
SCALE :- 1:100

*Manan B. Desai*  
*Prasai*

NAME OF PROJECT	EAST EDEN
NAME OF PURCHASER'S	Mr. Manan B. Desai & Mrs. Pratha Manan Desai
WING -	--
FLOOR NO.	1ST FLOOR
FLAT NO.	102







*Manoj Desai*

*Desai*



बदर - २८		
२०४८	२७	७३०
२०२३		

## Annexure "B"

### LIST OF COMMON AMENITIES

Wiring/Switches	Concealed copper wiring with Legrand or equivalent brand switches. Provision for Telephone points Provision for lighting/ illumination From Entrance i.e. from Compound wall gate till lift shall be made.
Intercom	Provision for intercom facility shall be made for all flats with connection From main security cabin and in lift to security cabin and also from flat to flat.
Piped Gas	Provision of Gas connection shall be made if permission granted by concerned Authority
External Paint	Reputed brands cement paint to withstand all weather conditions.
Water Tank	R.C.C. underground water tank and overhead water tank with Flushing tank and fire tank shall be provided as per requirement of M.C.G.M. with necessary pump arrangements as per MCGM Approval.
Lift Entrance	Elegant Lift lobby finished with Italian marble and imported tiles.
Elevator	High speed Elevators of Kone or Hallmark with decorative with decorative Cabin/Flooring .



बदर - १८		
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**MUNICIPAL CORPORATION OF GREATER MUMBAI**

**No. CE/9521/WS/AK Dtd:-03/07/2019**

To,  
Architect, Shri Bhavin .A. Modi  
1001, Western Edge,  
off western Express High,  
Borivali(East), behind Metro,  
Mumbai.

Sub:- Proposed redevelopment of existing building known as Jitendra bhavan on plot bearing C.T.S. nos. 663 of village Vile parle situated at Paranjpe Scheme Road no. 3, Vile parle (east), Mumbai.

Ref.: Your letter attached in the console.

Gentleman,

With reference to your above letter this is to inform you that the above plans submitted by you are hereby approved, subject to the following conditions:-

- 1) All the objections of this office I.O.D. under even no. dated 28/05/2015. shall be complied with.
- 2) That revised R.C.C. design calculations from Licensed Structural Engineer shall be submitted.
- 3) That the quality control for building work / for structural work / supervision of the work shall be done and certificate to that effect shall be submitted periodically in proforma.
- 4) That the testing of building material to be used on the subject work shall be done and results of the same shall be submitted periodically.
- 5) That the work shall be carried out between 6 a.m. to 10 p.m. only in accordance with Rule 5A(3) of the Noise Pollution (Regulation & Control) Rules, 2000 and the provision of notification issued by Ministry of Environment & Forest Department from time to time shall be duly observed.
- 6) That the N.O.C. from A.E.W.W. (K/East) ward shall be submitted.
- 7) That the N.O.C./latest paid bill with receipt from A.A.&C (K/East) ward shall be submitted.
- 8) That all the payments shall be made as per the Installment schedule shall be made.
- 9) That all the conditions and directions specified in the order of Hon'ble Supreme Court dated 15/03/2018 in Dumping Ground case will not be complied with before starting demolition of structures and/or starting any construction work.
- 10) That adequate safeguards shall be employed in consultation with SWM Dept. of MCGM for preventing dispersal of particles through air and the construction debris generated shall be deposited in specific sites inspected and approved by MCGM NOC from SWM dept. shall be submitted.



बदर - २८		
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11) That the Workman compensation policy in the name of site under reference shall be submitted

This approval is without Prejudice to Legal matters pending in Court of Law if any.

Yours faithfully,

Shrikant  
Gautam  
Muntode  
**S.E.B.P.(K/ES)**

SANJAY  
UTTAMRA  
O BORSE  
**A.E.B.P. (K/E)**

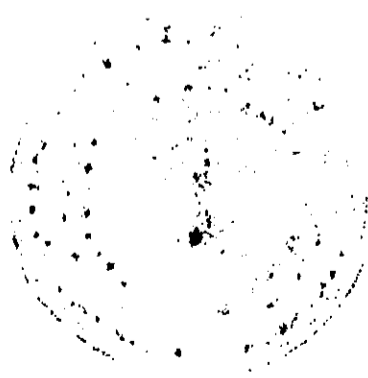
Prakash  
Rajaram Rasal

**E.E.B.P.(W.S.) 'K' ward**

Copy to: 1] M/s. Prima Terra Landmark Private Limited.  
2] Asst. Com., K/East Ward                      3] A.E.W.W. K/East Ward  
4] D.O. K/East Ward  
Forwarded for information please.



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**MUNICIPAL CORPORATION OF GREATER MUMBAI**

**FORM 'A'**

**MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966**

No CE/9521/WS/AK/FCC/4/Amend

**COMMENCEMENT CERTIFICATE**

To,  
M/s Prima Terra Landmarks Pvt. Ltd.  
A/44-45, road no.2 near corporation bank, MIDC  
Andheri (East) Mumbai-400093

Sir,

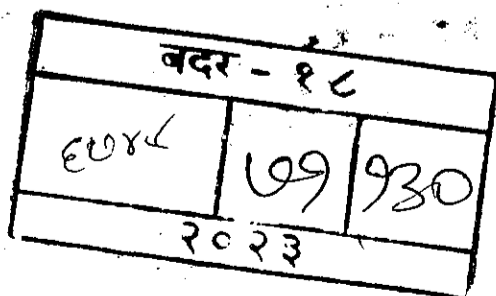
With reference to your application No. **CE/9521/WS/AK/FCC/4/Amend** Dated. **28 Apr 2017** for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no 337 (New) dated **28 Apr 2017** of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. - C.T.S. No. **663** Division / Village / Town Planning Scheme No. **VILE PARLE** situated at **3rd road Road / Street in K/E Ward Ward**.

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

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

The Municipal Commissioner has appointed Shri. **A. E. (B. P.) K/E ward** Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 8/9/2017



Issue On : 09 Sep 2015

Valid Upto : 08 Sep 2017

Application Number :

Remark :

Top of stilt level ht. i.e 4.35 mts. ( four point three five) AGL as per amended plan dt. 29/05/2015.

Approved By

Issue On : 12 Jul 2017

Valid Upto : 11 Jul 2018

Application Number :

Remark :

C.C. is Re-endorsed upto top of ground floor i.e. upto ht. of 2.08 mts. AGL as per approved plans dtd. 18/05/2017

Approved By

Issue On : 06 Aug 2019

Valid Upto : 05 Aug 2020

Application Number :

CE/9521/WS/AK/FCC/3/Amend

Remark :

Commencement permission is further extended upto top of 3rd floor i.e. height 10.78mtr (AGL) as per approved plan dated 03.07.2019

Approved By

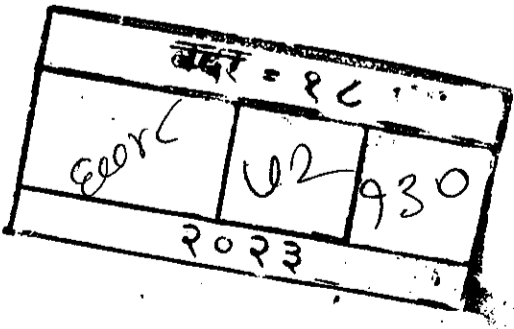
A. E. (B. P.) K/E ward

Assistant Engineer (BP)

CE/9521/WS/AK/FCC/4/Amend



Page 2 of 3 On 04-Dec-2019



Issue On : 04 Dec 2019

Valid Upto :

08 Sep 2020

Application Number :

CE/9521/WS/AK/FCC/4/Amend

Remark :

The commencement permission is further extended for entire work i.e. up to top of 4th floor i.e. ht. 13.68 mtr. AGL as per last approved plans dtd. 03/07/2019.

✓  
Name : Sawant Ramchandra  
Sampatrao  
Designation : Assistant  
Engineer  
Organization : Municipal  
Corporation of Greater Mumbai  
Date : 04-Dec-2019 14: 28:17

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

Cc to :

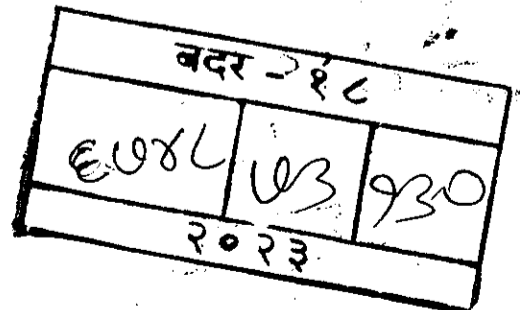
1. Architect.
2. Collector Mumbai Suburban /Mumbai District.

Assistant Engineer , Building Proposal

Western Suburb I K/E Ward Ward

CE/9521/WS/AK/FCC/4/Amend

Page 3 of 3 On 04-Dec-2019



## Annexure "I"

### LIST OF INTERNAL AMENITIES

- |                     |  |
|---------------------|--|
| 1. Flooring         | Vitrified flooring in living room, bedroom, passage and in Kitchen   |
| 2. Door             | wooden door frame with heavy brass Hinges, door shutter with Veneer/ laminate finish   |
| 3. Windows          | Powder Coated Aluminium Sliding Windows  |
| 4. Kitchen Platform | Granite Kitchen Platform with stainless Steel Sink, ceramic tile on wall   |
| 5. Toilet/ Bathroom | Concealed Plumbing with C class G.I. Pipe/ C, P.V.C. or equivalent with C.P. fittings with adequate plumbing point with Geyser in all bathrooms.   |
| 6. Wiring           | Concealed copper wiring with good quality switches. Provision of Telephone points and intercom. Provision for lighting/ illumination From Entrance i.e. from Compound wall gate till lift shall be made. |
| 7. Intercom         | Provision for intercom facility shall be made for all flats with connection From main security cabin and in lift to security cabin and also from flat to flat.   |
| 8. Gas Connection   | Provision of Gas connection shall be made for each flat.   |
| 9. Internal Paint   | High quality Acrylic Emulsion velvet luster paint in all rooms.  |
| 10 External Paint   | Best quality cement paint withstand in all weather.  |



बदर - १८		
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MUNICIPAL CORPORATION OF GREATER MUMBAI  
APPENDIX XXII

FULL OCCUPANCY Under Regulation 6(7)\* and BUILDING COMPLETION CERTIFICATE Under Regulation 6(6)\*  
[CE/9521/WS/AK/OCC/1/New of 25 October 2022]

To,  
M/s Prima Terra Landmarks Pvt. Ltd.  
A/44-45, road no.2 near corporation bank, MIDC Andheri (East) Mumbai-400093.

Dear Applicant/Owners,

The full development work of Residential building comprising of Lower Basement(parking)+upper Basement(Comm.)+ Ground(Comm.)+1st to 4th residential upper floors on plot bearing C.S.No./CTS No. 663 of village VILE PARLE at Paranjpe scheme road no 3 is completed under the supervision of Shri. BHAVIN ARVIND MODI , Architect , Lic. No. CA/2002/28864 , Shri. Rupesh R. Chowdhary , RCC Consultant, Lic. No. STR/C/40 and Shri. Sachin S Yadav , Site supervisor, Lic.No. Y/18/SS-II and as per development completion certificate submitted by architect and as per completion certificate issued by Chief Fire Officer u/no. CE/9521/WS/AK-CFO dated 15 March 2022 . The same may be occupied and completion certificate submitted by you is hereby accepted.

Copy To :

1. Asstt. Commissioner, K/E Ward
  2. A.A. & C. , K/E Ward
  3. EE (V), Western Suburb I
  4. M.I. , K/E Ward
  5. A.E.W.W. , K/E Ward
  6. Architect, BHAVIN ARVIND MODI, 1004, 10th Floor, B-wing, western Edge-II, Behind Metro,Off. Western Exp Highway, Borivali east Mumbai-400066
- For information please

Digitally signed by Navnath Sopanrao Ghodga  
Date: 25 Oct 2022 10:40:30  
Organization: Brihanmumbai Municipal Corporat  
Designation: Executive Engineer



Yours faithfully  
Executive Engineer (Building Proposals)  
Municipal Corporation of Greater Mumbai  
K/E Ward

चदर - १६		
६०५६	६५	१२०
२०२३		



## Maharashtra Real Estate Regulatory Authority

### CERTIFICATE FOR EXTENSION OF REGISTRATION OF PROJECT

FORM 'F'

[See rule 7(2)]

This extension of registration is granted under section 6/7 of the Act, to the following project: **Project: EAST EDEN** Plot Bearing / CTS / Survey / Final Plot No.: **CTS NO-663 at Andheri, Andheri, Mumbai Suburban, 400057**, registered with the regulatory authority vide project registration certificate bearing No **P51800002386** of

1. **Prima Terra Landmark Pvt Ltd** having its registered office / principal place of business at **Tehsil: Andheri, District: Mumbai Suburban, Pin: 400093**.

2. This renewal of registration is granted subject to the following conditions, namely:-

- The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 (2) of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
- The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (i) of sub-section (2) of section 4 read with Rule 5;

OR

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

- The registration shall be valid up to **30/12/2021** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 6/7 of the Act read with rule 7 the Act.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- That the promoter shall take all the pending approvals from the competent authorities
- If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.



Dated: 09/09/2021

Place: Mumbai

Signature valid  
Digitally Signed by  
Dr. Vasant Premnand Prabhu  
Signature (Secretary, Maharashtra Real Estate Regulatory Authority)  
Date: 09/09/2021 20:16:53

बदल - १८		
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मालमत्ता पत्रक

विभागाध्यक्ष -- विलेपार्ले (पु)

तालुका/न.भू.मा.का. -- न.भू.अ.विलेपार्ले

जिल्हा -- मुंबई उपनगर जिल्हा

जमाद खान	शिट नंबर	प्लॉट नंबर	क्षेत्र	धारणाधिकार	शासनाला दिलेल्या आकरणांना किंवा भाड्याच्या तपशील आणि त्याच्या फेर तपासणीचा नियत वेळ
६६३	-	-	चौ.मी.	(-/-)	२.२.७७.४७ दि.२८.७.७२ परमून
व्यवसायिकार	-	-	-	-	-
दस्तावेजाचा मुल्य धारक	[श्री.शांताराम कानोजी ठाकूर.]				
पट्टेदार	-				
रज भर	-				
रज शेर	-				

क्रमांक	व्यवहार	खंड क्रमांक	नवीन धारक (धा) पट्टेदार (प) किंवा धार (धा)	साक्षात्करण
२०१२/२१२२१	भा.स.या १९७७ च्या बजट मापाने करण्यात आलेल्या म.रा.स.च्या १९५८ अंमलबजावणी कायद्यानुसार न.भू.अ.चा नोंद नसलेल्या सावधानसाहजेने आकाराचे तपसणी करणे			भा. २८.७.७२ २८.७.७२
२०१०/२१२२२	मा.उप.जिल्हाधिकारी अंधेरी यांचेकडील क्रमांक २०११ ने विनशेती आकाराची नोंद (नोंद गाव नमुना नं.२ नोंद क्र.५७९ अन्वये) दाखल केली.			भा. २८.७.७२ २८.७.७२
२१/०८/२१२१	खरेदी क्र.७४०७ काळेंदारासदरी नाव नाव.	SI स.र.मू.४३६७ दि.४.७.६९ क्र.न.भू.अ. क्र.९ आदेश क्र.६६१/ २१.८.८१	(H) श्रीमते: कांशबाई कल्याणजी परमार	भा. २८.७.७२ २८.७.७२
२१/०८/२१२१	खरेदी क्र.७४००० ने काळेंदारासदरी नाव नाव	SI म.र.या याचकडील प.न. २७८१ दि.२८.११.६७ व.भा.न.भू. अ.क्र.९ यांचेकडील आदेश क्र.वि. पू.न.पू. क्र.६६३/ २१.८.८१	श्री.पानूशंकर अश्वजी जाधव श्री.सुमनान्त स्वामी श्री.समर्थ मजुंदार पानूशंकर जाधव	भा. २८.७.७२ २८.७.७२
२४/०२/२००३	खरेदीने संपूर्ण मालकत	र.द.क्र २३४३.२५.४.१६	धारक १) श्री.मोहनराज पंच बोहान २) श्री.फुलसिंग वि.सालकी ३) श्री.पापटभाई अ.बाला ४) श्री.चिखभा पंच गोरदल (द. मुंबई सभा क्षेत्रीय ट्रस्टचे ट्रस्टी)	भा. २८.७.७२ २८.७.७२



बदर - १८

६६३	७७	१३०
२०२३		

# मालमत्ता पत्रक

विभाग/भांडी -- विलेपार्ले (पु)

नालुका/न.भू.भा.का. -- न.भू.अ.विलेपार्ले

जिल्हा -- मुंबई उपनगर जिल्हा

शहास्नाला दिवनेल्या आकाराचो कित्या भाड्याचो नपशोल आणप न्याच्या पेंर नपशणीचो निश्चय वेंचो

क्र. नं. १२३

क्र. नं.	व्यवहार	खंड क्रमांक	नव्विन थारक (भा) पट्टदार (प) कित्या भार (भा)	साक्षाकन
२१/२०/२०२२	खरेदीने साह गुर्यम निव. अंधेरी क्र. १ यांचेकडील र.द.क्र.बदर-१/ १३२०/१२.२३.१००८ अन्वये प. मुंबई क्षेत्रिय ट्रस्टचे ट्रस्टी यांना पेकी क्षेत्र ५५५.१५ चौ.मी. यांनी खरेदी दिल्लो खरेदी घेणार याच नांव दाखल केलो. S.I.		धा. १) सरला रमेशकुमार त्रिवेदी २) रमेशकुमार नारायणदास त्रिवेदी ३) निनाद रमेशकुमार त्रिवेदी पेकी क्षेत्र ५५५.१५ चौ.मी.	प. पट्टार क्र.१२४ प्रमाण मती - २०२२/२०२२ न.भू.अ.विलेपार्ले
२१/२०/२०२२	खरेदीने सा.साह गुर्यम निव. अंधेरी, यांचेकडील र.द.क्र.बदर-१/ १६१८/२००८ वि.१/२०/२००८ अन्वये खरेदी घेणार १) सरला रमेशकुमार त्रिवेदी, रमेशकुमार नारायणदास त्रिवेदी, निनाद रमेशकुमार त्रिवेदी यांच्या नांव. मुंबईच्या आग्नी त. पट्टार. पेकी क्षेत्रिया १२५०० नांव कर्मा करून खरेदी घेणार याचो नांव दाखल केलो. S.I.		मे. वन अप. रियलटर्स प्रा.लि पेकी क्षेत्र ५५५.१५ चौ.मी.	प. पट्टार क्र.१२४ प्रमाण मती - २०२२/२०२२ न.भू.अ.विलेपार्ले
२०/०२/२०२५	मा.जमावंदी आयुक्त आणि संचालक भूमि अभिलेख (म.राज्य) पुणे यांचेकडील परिपत्रक क्र.ना.भू.१/ मिळकत पत्रिका अक्षरी नोंद/२०१५ पुणे दि.१६/०२/२०१५ व इकडील आदेश क्र.न.भू.विलेपार्ले/ पं.क्र.१३०० वि.भांडी २०/६/२५ अन्वये केवळ चौकशी नोंदवहीवरील क्षेत्र व मिळकत पत्रिकेवरील क्षेत्र मंडळ असलेली मिळकत पत्रिकेवर नमूद अक्षरी क्षेत्र पाचश साठ पूर्णांक दोन दशांश चौ.मी.दाखल वेंचो.		धा. मे.प्रायमा टेरा लॅण्डमार्के प्रायव्हेंट लि. पेकी क्षेत्र ५५५.१५ चौ.मी.	प. पट्टार क्र.१२४ प्रमाण मती - २०२२/२०२२ न.भू.अ.विलेपार्ले
२०/०२/२०२५	अन्वयताने रॉजटर ऑफ कंपाऊज, मुंबई महाराष्ट्र यांचेकडील कॉर्पोरेट अँडनॉनकॉर्पोरेट न. (सीआयएन) युए ४५२०० एम्.एच. २००७, तांमिती २६/०२/२००७ अन्वये मे.वन अप रियलटर्स प्रा.लि या कंपनीचे नांव कर्मा करून मे.प्रायमा टेरा लॅण्डमार्के प्रायव्हेंट लि. यांचे नांव दाखल केलो.		धा. मे.प्रायमा टेरा लॅण्डमार्के प्रायव्हेंट लि. पेकी क्षेत्र ५५५.१५ चौ.मी.	प. पट्टार क्र.१२४ प्रमाण मती - २०२२/२०२२ न.भू.अ.विलेपार्ले

न.भू.अ.विलेपार्ले  
मुंबई उपनगर जिल्हा

पुस्तका क्रमांक - २१७  
२१/५/२५  
२६/११/२५  
२००  
२०५

मत्य प्रतिनिधि

नगर भूमिपत्र आधिकारी, विलेपार्ले



बदर - १८  
६०४८  
७८ १३०  
२०२३



KMV2849 /2019

**REPORT ON TITLE**

Re: All that piece or parcel of land bearing Plot No. 94 of Paranjpe Scheme and bearing Survey No. 61-A, Hissa No. 5 (part) corresponding to CTS No. 663 of Village Vile Parle admeasuring approximately 673 sq. yards equivalent to 555.15 sq. meters or thereabouts and assessed by the Mumbai Municipal Corporation under K-Ward No. 1235 (1) situate, lying and being at Hanuman Road, Paranjpe Scheme, B. No. 3, Vile Parle (East), Mumbai- 400 057 in the Registration District and Sub-District of Mumbai City and Mumbai Suburban

1. We have been furnished with the photocopies of certain documents and papers in respect of land bearing Plot No. 94 of Paranjpe Scheme and bearing Survey No. 61-A, Hissa No. 5 (part) corresponding to CTS No. 663 of Village Vile Parle admeasuring approximately 673 sq. yards equivalent to 555.15 sq. meters or thereabouts and assessed by the Mumbai Municipal Corporation under K-Ward No. 1235 (1) situate, lying and being at Hanuman Road, Paranjpe Scheme, B. No. 3, Vile Parle (East), Mumbai- 400 057 in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and more particularly described in the Schedule hereunder written and hereinafter referred to as the "said Property".
2. Our observations are limited only to the extent of the documents, papers and information that has been furnished to us. We presume that is what stated in the said deeds, documents, papers and writings by the executants therein is true and correct and that they are correctly stamped and registered and we take no responsibility for the correctness of the statements made therein or for payment of the proper stamp duty or the registration of the documents given to us for our perusal. We take no responsibility of any information, declaration or undertakings that may be contained in such documents and papers as may not have been provided to us for the purpose of issuing this Report on Title or such information or particulars or details as may not have been disclosed to us.
3. The following documents have been provided to us for our perusal:



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3.1 Revenue Records:

Property Register Card dated 26<sup>th</sup> September, 2016 in respect of CTS No. 663 of Village Vile Parle admeasuring approximately 560.2 sq. metres.

3.2 Documents:

- i. Deed of Surrender dated 29<sup>th</sup> May, 2007 made and entered into between Mr. Ninad Rameshbhai Trivedi, therein referred to as the Tenant of the One Part and (i) Mrs. Sarla Rameshbhai Trivedi and (ii) Mr. Rameshbhai N. Trivedi, therein referred to as the Landlords of the Other Part;
- ii. Deed of Surrender dated 29<sup>th</sup> May, 2007 made and entered into between Mr. Ninad Rameshbhai Trivedi, therein referred to as the Tenant of the One Part and (i) Mrs. Sarla Rameshbhai Trivedi and (ii) Mr. Rameshbhai N. Trivedi, therein referred to as the Landlords of the Other Part;
- iii. Special Power of Attorney dated 12<sup>th</sup> August, 2008 made and executed by (i) Mrs. Sarla Rameshkumar Trivedi, (ii) Mr. Rameshkumar Narayandas Trivedi and (iii) Mr. Ninad Rameshkumar Trivedi in favour of Mrs. Jagruti Vyas;
- iv. Indenture of Conveyance dated 23<sup>rd</sup> September, 2008 made and entered into between the then Trustees of Mumbai Kshatriya Sabha, therein referred to as the Vendors of the One Part and (i) Mrs. Sarla Rameshkumar Trivedi, (ii) Mr. Rameshkumar Narayandas Trivedi and (iii) Mr. Ninad Rameshkumar Trivedi, therein referred to as the Purchasers of the Other Part and registered with the office of the Sub-Registrar of Assurances at Mumbai under serial no. BDR-1-9320 of 2008;
- v. Deed of Surrender dated 3<sup>rd</sup> October, 2008 made and entered into between Mr. Jagdish Vyas, therein referred to as the Tenant of the One Part and (i) Mrs. Sarla Rameshbhai Trivedi, (ii) Mr. Rameshbhai N. Trivedi and (iii) Mr. Ninad Rameshbhai Trivedi, therein referred to as the Landlords of the Other Part;
- vi. Deed of Conveyance dated 6<sup>th</sup> October, 2008 made and entered into between (i) Mrs. Sarla Rameshkumar Trivedi, (ii) Mr. Rameshkumar Narayandas Trivedi and (iii) Mr. Ninad Rameshkumar Trivedi, therein referred to as the Vendors of the One Part and Oncep Realtors Private Limited, therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar of Assurances at Mumbai under serial no. BDR-1-9698 of 2008;



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- vii. Deed of Surrender dated 6<sup>th</sup> October, 2008 made and entered into between Mrs. Sarla Rameshbhai Trivedi, through her Constituted Attorney Mrs. Jagruti Vyas, therein referred to as the Tenant of the One Part and Oneup Realtors Private Limited, therein referred to as the Landlords/Owners of the Other Part;
- viii. Deed of Surrender dated 5<sup>th</sup> February, 2009 made and entered into between Amritlal Paragji Patel, therein referred to as the Tenant of the One Part and Oneup Realtors Private Limited, therein referred to as the Landlords/Owners of the Other Part;
- ix. Deed of Surrender dated 20<sup>th</sup> February, 2009 made and entered into between Shyam Singh Ram Singh Roy, therein referred to as the Tenant of the One Part and Oneup Realtors Private Limited, therein referred to as the Landlords/Owners of the Other Part;
- x. Deed of Surrender dated 24<sup>th</sup> April, 2009 made and entered into between Saraswati Rasiklal Dihora, therein referred to as the Tenant of the One Part and Oneup Realtors Private Limited, therein referred to as the Landlords/Owners of the Other Part;
- xi. By a Deed of Surrender dated 16<sup>th</sup> May, 2009 made and entered into between (i) Mrs. Subhadra Raminiklal Shah and (ii) Mr. Mahendra Raminiklal Shah, (iii) Mrs. Minakshi alias Maya Mayur Shah, (iv) Mrs. Kaushika Nitin Parekh and (v) Mrs. Bhavika Deepak Gala, therein referred to as the Tenants of the One Part and Oneup Realtors Private Limited, therein referred to as the Landlords/Owners of the Other Part;
- xii. Deed of Surrender dated 28<sup>th</sup> May, 2009 made and entered into between (i) Mrs. Savita Labhshankar Thanki and (ii) Mr. Dhiren Labhshankar Thanki, therein referred to as the Tenants of the One Part and Oneup Realtors Private Limited, therein referred to as the Landlords/Owners of the Other Part;
- xiii. Deed of Surrender dated 30<sup>th</sup> May, 2009 made and entered into between (i) Mr. Bhupendra Gordhanbhai Patel, (ii) Ms. Ila Gordhanbhai Patel and (iii) Mr. Jaideep Bhupendra Patel, therein referred to as the Tenants of the One Part and Oneup Realtors Private Limited, therein referred to as the Landlords/Owners of the Other Part;
- xiv. Deed of Surrender dated 24<sup>th</sup> July, 2013 made and entered into between (i) Mr. Arun Kumar Jethalal Shah, (ii) Mrs. Sarla Arun Kumar Shah, (iii) Ms. Monali Arun Kumar Shah, therein referred to as the Tenants/ Occupants of the One



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Part and Oneup Realtors Private Limited, therein referred to as the Landlords/Owners of the Other Part:

- xv. Consent Terms dated 22<sup>nd</sup> December, 2014 filed by Oneup Realtors Private Limited against (i) Rekha Vasanji Gala and (ii) Harakhchand Vasanji Gala in R.A.E Suit No. 283/473 of 2013 in the Hon'ble Court of Small Causes at Bombay along with Order dated 22<sup>nd</sup> December, 2014 passed therein;
- xvi. Consent Terms dated 22<sup>nd</sup> December, 2014 filed by Oneup Realtors Private Limited against Krishna Shankar Gurav in R.A.E Suit No. 227/388 of 2013 in the Hon'ble Court of Small Causes at Bandra, Bombay;
- xvii. Certificate of Incorporation pursuant to change of name dated 12<sup>th</sup> May, 2015 issued by the Registrar of Companies, Mumbai;
- xviii. Undertaking dated 6<sup>th</sup> August, 2015 made by Mr. Mitesh Bhatia, Constituted Attorney of Mr. Harshvardhan Tibrewala, Director of Oneup Realtors Private Limited in favour of the Municipal Commissioner, Municipal Corporation of Greater Mumbai and registered with the office of the Sub-Registrar of Assurances under serial no. BDR-17-6393;
- xix. Indenture of Mortgage dated 20<sup>th</sup> October, 2016 made and entered into between Prima Terra Landmark Private Limited, therein referred to as the Mortgagor of the First Part and Prima Terra Buildtech Private Limited, therein referred to as the Borrower of the Second Part and Aditya Birla Finance Limited, therein referred to as the ABFL of the Third Part and registered with the office of the Sub-Registrar of Assurances at Mumbai under serial no. BDR-15-7711 of 2016;
- xx. Registration Certificate dated 31<sup>st</sup> July, 2017 bearing no. P51800002386 issued by the Maharashtra Real Estate Regulatory Authority to Prima Terra Landmark Private Limited.

4. Observations:

On perusal of the aforesaid documents we observe that:-

1. It appears that prior to 1988, the trustees of one Mumbai Kshatriya Sabha, a Public Charitable Trust, registered under PTR No. F-3688 (Bom) with the office of the Charity Commissioner, Maharashtra State, Mumbai, were seized and possessed of or otherwise well and sufficiently entitled to all that piece or parcel of land bearing Plot No. 94 of Paranjpe Scheme and bearing Survey No.



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61-A, Hissa No. 5 (part) corresponding to CTS No. 663 of Village Vile Parle admeasuring approximately 673 sq. yards equivalent to 555.15 sq. meters or thereabouts together with the then building standing thereon known as "Jitendra Bhavan", comprising of ground plus two upper floors, situate, lying and being at Hanuman Road, Paranjpe Scheme, B. No. 3, Vile Parle (East), Mumbai- 400 057 (hereinafter referred to as the "said Property").

2. It appears that by an Agreement dated 15<sup>th</sup> September, 1988 made and entered into between the then Trustees of Mumbai Kshatriya Sabha of the One Part and (i) Mrs. Sarla Rameshkumar Trivedi, (ii) Mr. Rameshkumar Narayandas Trivedi and (iii) Mr. Ninad Rameshkumar Trivedi of the Other Part, the then Trustees of Mumbai Kshatriya Sabha, subject to the necessary sanction from the Charity Commissioner, Maharashtra State being obtained, agreed to grant, convey, sell and transfer the said Property to (i) Mrs. Sarla Rameshkumar Trivedi, (ii) Mr. Rameshkumar Narayandas Trivedi and (iii) Mr. Ninad Rameshkumar Trivedi, for the consideration and on the terms and conditions mentioned therein.
3. It appears that the then Trustees of Mumbai Kshatriya Sabha filed an Application bearing no. J-4/113/98 before the Charity Commissioner under Section 36(1)(a) of the Bombay Public Trust Act, 1950 seeking sanction to sell the said Property to (i) Mrs. Sarla Rameshkumar Trivedi, (ii) Mr. Rameshkumar Narayandas Trivedi and (iii) Mr. Ninad Rameshkumar Trivedi.
4. It appears that the Charity Commissioner by his Order dated 9<sup>th</sup> March, 2007 read with the extension Order dated 30<sup>th</sup> June, 2008, *inter alia* granted the necessary sanction to the then Trustees of Mumbai Kshatriya Sabha to sell the said Property to (i) Mrs. Sarla Rameshkumar Trivedi, (ii) Mr. Rameshkumar Narayandas Trivedi and (iii) Mr. Ninad Rameshkumar Trivedi for the consideration and on the terms and conditions mentioned in his Order dated 9<sup>th</sup> March, 2007 read with the extension Order dated 30<sup>th</sup> June, 2008.
5. By an Indenture of Conveyance dated 23<sup>rd</sup> September, 2008 made and entered into between the then Trustees of Mumbai Kshatriya Sabha, therein referred to as the Vendors of the One Part and (i) Mrs. Sarla Rameshkumar Trivedi, (ii) Mr. Rameshkumar Narayandas Trivedi and (iii) Mr. Ninad Rameshkumar Trivedi, therein referred to as the Purchasers of the Other Part and registered with the office of the Sub-Registrar of Assurances at Mumbai under serial no. BDR-1-9320 of 2008, the said Trustees of Mumbai Kshatriya Sabha, granted, conveyed, sold and transferred the said Property and attorned tenancy in respect of the tenants residing in the said building known as "Jitendra Bhavan" standing thereon, to (i) Mrs. Sarla Rameshkumar Trivedi, (ii) Mr.

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Rameshkumar Narayandas Trivedi and (iii) Mr. Ninad Rameshkumar Trivedi, for the consideration mentioned therein.

6. The said building known as "Jitendra Bhavan" comprised of ground plus two upper floors having 15 rooms (hereinafter referred to as the "said Building") out of which 12 rooms were tenanted and the balance 3 rooms were owned, occupied and in the possession of (i) Mrs. Sarla Rameshkumar Trivedi, (ii) Mr. Rameshkumar Narayandas Trivedi and (iii) Mr. Ninad Rameshkumar Trivedi.
7. What is stated in paragraph (1) to (4) and (6) above has been gathered by us from the recitals to the Deed of Conveyance dated 6<sup>th</sup> October, 2008 mentioned hereinbelow and we presume the same to be correct as they are set out in a registered Deed of Conveyance dated 6<sup>th</sup> October, 2008 and the same has not been controverted till date.
8. (i) Mrs. Sarla Rameshkumar Trivedi, (ii) Mr. Rameshkumar Narayandas Trivedi and (iii) Mr. Ninad Rameshkumar Trivedi executed a Special Power of Attorney dated 12<sup>th</sup> August, 2008 in favour of Mrs. Jagruti Vyas, to sell the said Property including the execution of the necessary documents to be executed in pursuance thereof and attend the office of the concerned Sub-Registrar of Assurances at Mumbai for registration thereof.
9. Pursuant to the aforesaid Special Power of Attorney, by a Deed of Conveyance dated 6<sup>th</sup> October, 2008 made and entered into between (i) Mrs. Sarla Rameshkumar Trivedi, (ii) Mr. Rameshkumar Narayandas Trivedi and (iii) Mr. Ninad Rameshkumar Trivedi, through their Constituted Attorney Mrs. Jagruti Vyas, therein referred to as the Vendors of the One Part and Onecup Realtors Private Limited, therein referred to as the Purchaser of the Other Part and registered with the office of the Sub-Registrar of Assurances at Mumbai under serial no. BDR-1-9698 of 2008, the said (i) Mrs. Sarla Rameshkumar Trivedi, (ii) Mr. Rameshkumar Narayandas Trivedi and (iii) Mr. Ninad Rameshkumar Trivedi, granted, conveyed, sold and transferred the said Property, including the 3 rooms, being (i) room no. 6 admeasuring approximately 241 sq. ft. carpet area on the first floor, (ii) room no. 7 admeasuring approximately 303 sq. ft. carpet area on the first floor and (iii) room no. 8 admeasuring approximately 241 sq. ft. carpet area on the first floor, all the rooms being in the said Building that were in the use, occupation and possession of (i) Mrs. Sarla Rameshkumar Trivedi, (ii) Mr. Rameshkumar Narayandas Trivedi and (iii) Mr. Ninad Rameshkumar Trivedi and attorned their tenancy rights in respect of 12 tenants who were occupying rooms in the



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building on monthly tenancy basis to Oneup Realtors Private Limited, at or for the consideration mentioned therein.

10. The name of Oneup Realtors Private Limited was changed to "Prima Terra Landmark Private Limited" and a fresh Certificate of Incorporation dated 12<sup>th</sup> May, 2015 was issued by the Registrar of Companies.

11. Mr. Mitesh Bhatia, Constituted Attorney of Mr. Harshvardhan Tibrewala, Director of Oneup Realtors Private Limited executed an Undertaking dated 6<sup>th</sup> August, 2015 in favour of the Municipal Commissioner, Municipal Corporation of Greater Mumbai and the said Undertaking has been registered with the office of the Sub-Registrar of Assurances under serial no. BDR-17-6393. The said Undertaking executed by Mr. Mitesh Bhatia *inter alia* records that Oneup Realtors Private Limited would comply with the rules, regulations and circulars with respect to the proposed development of the said Property.

12. By an Indenture of Mortgage dated 20<sup>th</sup> October, 2016 made and entered into between Prima Terra Landmark Private Limited, therein referred to as the Mortgagor of the First Part and Prima Terra Buildtech Private Limited, therein referred to as the Borrower of the Second Part and Aditya Birla Finance Limited, therein referred to as the ABFL of the Third Part and registered with the office of the Sub-Registrar of Assurances at Mumbai under serial no. BDR-15-7711 of 2016, the Mortgagor, subject to the right of redemption as therein provided, created a charge in respect of the said Property, in favour of Aditya Birla Finance Limited as and by way of a security for the due repayment of the loan amount availed of by Prima Terra Buildtech Private Limited along with interest on the terms and conditions mentioned in the said Indenture of Mortgage dated 20<sup>th</sup> October, 2016.

13. On The Real Estate (Regulation and Development) Act, 2016 coming into force, Prima Terra Landmark Private Limited got the project registered under the said Act. The Maharashtra Real Estate Regulatory Authority issued a Registration Certificate dated 31<sup>st</sup> July, 2017, having validity till 31<sup>st</sup> December, 2019, hearing no. P51800002386 to Prima Terra Landmark Private Limited with respect to the redevelopment of the said Property under the provisions of the Real Estate (Regulation and Development) Act, 2016.

5. Surrender of Tenancy Rights

1. By a Deed of Surrender dated 29<sup>th</sup> May, 2007 made and entered into between Mr. Ninad Rameshbhai Trivedi, therein referred to as the Tenant of the One Part and (i) Mrs. Sarla Rameshbhai Trivedi and (ii) Mr. Rameshbhai N.

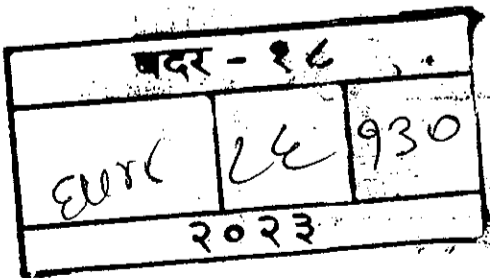
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Trivedi, therein referred to as the Landlords of the Other Part, the said Mr. Ninad Rameshbhai Trivedi surrendered his tenancy rights with respect to room no. 6 admeasuring approximately 241 sq. ft. carpet area equivalent to 22.39 sq. meters or thereabouts on the first floor of the said Building in favour of (i) Mrs. Sarla Rameshbhai Trivedi and (ii) Mr. Rameshbhai N. Trivedi.

2. By a Deed of Surrender dated 29<sup>th</sup> May, 2007 made and entered into between Mr. Ninad Rameshbhai Trivedi, therein referred to as the Tenant of the One Part and (i) Mrs. Sarla Rameshbhai Trivedi and (ii) Mr. Rameshbhai N. Trivedi, therein referred to as the Landlords of the Other Part, the said Mr. Ninad Rameshbhai Trivedi surrendered his tenancy rights with respect to room no. 7 admeasuring approximately 303 sq. ft. carpet area equivalent to 28.15 sq. meters or thereabouts on the first floor of the said Building in favour of (i) Mrs. Sarla Rameshbhai Trivedi and (ii) Mr. Rameshbhai N. Trivedi.
3. By a Deed of Surrender dated 3<sup>rd</sup> October, 2008 made and entered into between Mr. Jagdish Vyas, therein referred to as the Tenant of the One Part and (i) Mrs. Sarla Rameshbhai Trivedi, (ii) Mr. Rameshbhai N. Trivedi and (iii) Mr. Ninad Rameshbhai Trivedi, therein referred to as the Landlords of the Other Part, the said Mr. Jagdish Vyas surrendered his tenancy rights with respect to room no. 8 admeasuring approximately 241 sq. ft. carpet area equivalent to 22.39 sq. meters or thereabouts on the first floor of the said Building in favour of (i) Mrs. Sarla Rameshbhai Trivedi, (ii) Mr. Rameshbhai N. Trivedi and (iii) Mr. Ninad Rameshbhai Trivedi for the consideration and on the terms and conditions mentioned therein.
4. By a Deed of Surrender dated 6<sup>th</sup> October, 2008 made and entered into between Mrs. Sarla Rameshbhai Trivedi, through her Constituted Attorney Mrs. Jagruti Vyas, therein referred to as the Tenant of the One Part and Oneup Realtors Private Limited, therein referred to as the Landlords/Owners of the Other Part, the said Mrs. Sarla Rameshbhai Trivedi surrendered her tenancy rights with respect to (i) room no. 9 admeasuring approximately 292 sq. ft. carpet area equivalent to 27.13 sq. meters or thereabouts on the first floor of the said Building and (ii) room no. 10 admeasuring approximately 276 sq. ft. carpet area equivalent to 25.64 sq. meters or thereabouts on the first floor in the said Building in favour of Oneup Realtors Private Limited, for the consideration and on the terms and conditions mentioned therein.
5. By a Deed of Surrender dated 5<sup>th</sup> February, 2009 made and entered into between Amritlal Paragji Patel, therein referred to as the Tenant of the One Part and Oneup Realtors Private Limited, therein referred to as the Landlords/Owners of the Other Part, the said Amritlal Paragji Patel





surrendered her tenancy rights with respect to room no. 4 admeasuring approximately 292 sq. ft. carpet area equivalent to 27.13 sq. meters or thereabouts on the ground floor of the said Building in favour of Oneup Realtors Private Limited, for the consideration and on the terms and conditions mentioned therein.

6. By a Deed of Surrender dated 20<sup>th</sup> February, 2009 made and entered into between Shyam Singh Ram Singh Roy, therein referred to as the Tenant of the One Part and Oneup Realtors Private Limited, therein referred to as the Landlords/Owners of the Other Part, the said Shyam Singh Ram Singh Roy surrendered his tenancy rights with respect to room no. 13 admeasuring approximately 241 sq. ft. carpet area equivalent to 22.39 sq. meters or thereabouts on the second floor of the said Building in favour of Oneup Realtors Private Limited, for the consideration and on the terms and conditions mentioned therein.

7. By a Deed of Surrender dated 24<sup>th</sup> April, 2009 made and entered into between Saraswati Rasiklal Dihora, therein referred to as the Tenant of the One Part and Oneup Realtors Private Limited, therein referred to as the Landlords/Owners of the Other Part, the said Saraswati Rasiklal Dihora surrendered her tenancy rights with respect to room no. 3 admeasuring approximately 241 sq. ft. carpet area equivalent to 22.39 sq. meters or thereabouts on the ground floor of the said Building in favour of Oneup Realtors Private Limited, for the consideration and on the terms and conditions mentioned therein.

8. By a Deed of Surrender dated 16<sup>th</sup> May, 2009 made and entered into between (i) Mrs. Subhadra Raminiklal Shah and (ii) Mr. Mahendra Raminiklal Shah, (iii) Mrs. Minakshi alias Maya Mayur Shah, (iv) Mrs. Kaushika Nitin Parekh and (v) Mrs. Bhavika Deepak Gala, therein referred to as the Tenants of the One Part and Oneup Realtors Private Limited, therein referred to as the Landlords/Owners of the Other Part, the said (i) Mrs. Subhadra Raminiklal Shah and (ii) Mr. Mahendra Raminiklal Shah, (iii) Mrs. Minakshi alias Maya Mayur Shah, (iv) Mrs. Kaushika Nitin Parekh and (v) Mrs. Bhavika Deepak Gala surrendered their tenancy rights with respect to room no. 2 admeasuring approximately 303 sq. ft. carpet area equivalent to 28.15 sq. meters or thereabouts on the ground floor of the said Building in favour of Oneup Realtors Private Limited, for the consideration and on the terms and conditions mentioned therein.

9. By a Deed of Surrender dated 28<sup>th</sup> May, 2009 made and entered into between (i) Mrs. Savita Labhshankar Thanki and (ii) Mr. Dhiren Labhshankar Thanki.

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therein referred to as the Tenants of the One Part and Oneup Realtors Private Limited, therein referred to as the Landlords/Owners of the Other Part, the said (i) Mrs. Savita Labhshankar Thanki and (ii) Mr. Dhiren Labhshankar Thanki surrendered their tenancy rights with respect to room no. 1 admeasuring approximately 241 sq. ft. carpet area equivalent to 22.39 sq. meters or thereabouts on the ground floor of the said Building in favour of Oneup Realtors Private Limited, for the consideration and on the terms and conditions mentioned therein.

10. By a Deed of Surrender dated 30<sup>th</sup> May, 2009 made and entered into between (i) Mr. Bhupendra Gordhanbhai Patel, (ii) Ms. Ila Gordhanbhai Patel and (iii) Mr. Jaideep Bhupendra Patel, therein referred to as the Tenants of the One Part and Oneup Realtors Private Limited, therein referred to as the Landlords/Owners of the Other Part, the said (i) Mr. Bhupendra Gordhanbhai Patel, (ii) Ms. Ila Gordhanbhai Patel and (iii) Mr. Jaideep Bhupendra Patel surrendered their tenancy rights with respect to room no. 12 admeasuring approximately 303 sq. ft. carpet area equivalent to 28.15 sq. meters or thereabouts on the second floor of the said Building in favour of Oneup Realtors Private Limited, for the consideration and on the terms and conditions mentioned therein.

11. By a Deed of Surrender dated 24<sup>th</sup> July, 2013 made and entered into between (i) Mr. Arun Kumar Jethalal Shah, (ii) Mrs. Sarla Arun Kumar Shah, (iii) Ms. Monali Arun Kumar Shah, therein referred to as the Tenants/ Occupants of the One Part and Oneup Realtors Private Limited, therein referred to as the Landlords/Owners of the Other Part, the said (i) Mr. Arun Kumar Jethalal Shah, (ii) Mrs. Sarla Arun Kumar Shah, (iii) Ms. Monali Arun Kumar Shah surrendered their tenancy rights with respect to room no. 11 admeasuring approximately 241 sq. ft. carpet area equivalent to 22.39 sq. meters or thereabouts on the second floor of the said Building in favour of Oneup Realtors Private Limited, for the consideration and on the terms and conditions mentioned therein.

12. By Consent Terms dated 22<sup>nd</sup> December, 2014 filed by Oneup Realtors Private Limited and (i) Rekha Vasanti Gala and (ii) Harakhchand Vasanti Gala in R.A.E Suit No. 283/473 of 2013 in the Hon'ble Court of Small Causes at Bombay, the parties therein settled the matter and in terms of the settlement, the tenancy rights of (ii) Rekha Vasanti Gala and (iii) Harakhchand Vasanti Gala with respect to room no. 14 admeasuring approximately 348 sq. ft. carpet area equivalent to 32.33 sq. meters or thereabouts on the second floor of the said Building were deemed to be surrendered in favour of Oneup Realtors Private Limited upon Oneup Realtors Private Limited handing over possession



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of the new premises admeasuring approximately 700 sq. ft. equivalent to 65.03 sq. meters or thereabouts in the new building to be constructed on the said Land to (i) Rekha Vasanti Gala and (ii) Harakhchand Vasanti Gala and on certain other terms and conditions mentioned therein. Pursuant to the said Consent Terms dated 22<sup>nd</sup> December, 2014, the Hon'ble Court of Small Causes at Bombay, by Order dated 22<sup>nd</sup> December, 2014 disposed off the said suit.

13. By Consent Terms dated 22<sup>nd</sup> December, 2014 filed by Oneup Realtors Private Limited against Krishna Shankar Gurav in R.A.E Suit No. 227/388 of 2013 in the Hon'ble Court of Small Causes at Bandra, Bombay, the parties therein settled the matter and in terms of the settlement, the tenancy rights of Krishna Shankar Gurav with respect to room no. 15 admeasuring approximately 332 sq. ft. carpet area equivalent to 30.84 sq. meters or thereabouts on the second floor of the said Building were deemed to be surrendered in favour of Oneup Realtors Private Limited upon Oneup Realtors Private Limited handing over possession of the new premises admeasuring approximately 550 sq. ft. equivalent to 51.1 sq. meters or thereabouts in the new building to be constructed on the said Land to Krishna Shankar Gurav and on certain other terms and conditions mentioned therein.

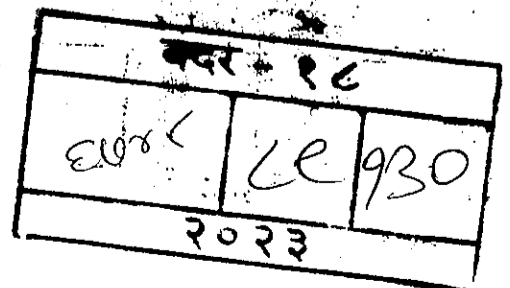
14. It appears that the tenants of room no. 5 of the said Building have surrendered their tenancy rights in favour of Prima Terra Landmark Private Limited. However, a copy of the Deed of Surrender of Tenancy with respect to room no. 5 is not available with Prima Terra Landmark Private Limited.

6. Property Register Card

On perusal of the Property Register Card dated 26<sup>th</sup> September, 2016 in respect of CTS No. 663 of Village Vile Parle, we observe that the same reflects the name of Prima Terra Landmark Private Limited as the owner of land admeasuring 555.15 sq. meters and the total area on the Property Register Card is reflected as 560.2 sq. meters.

7. ROC Search

We have caused a search to be taken by Smita Prabhu & Associates, Company Secretaries, in the records maintained by the Ministry of Corporate Affairs on its official website in respect of 'Prima Terra Landmark Private Limited'. Smita Prabhu & Associates have submitted their report dated 1<sup>st</sup> April, 2019. On perusal of the ROC Search Report dated 1<sup>st</sup> April, 2019, we observe that save and except the charge created in favour of State Bank of India and Aditya Birla Finance Limited, no other documents or papers recording the creation of any



charge, mortgage and/or encumbrance by Prima Terra Landmark Private Limited in respect of the said Property have been found to be registered. Further, the loan taken from State Bank of India by Prima Terra Landmark Private Limited and others has been repaid. However, the relevant forms of satisfaction of charge of State Bank of India have not been filed with the Registrar of Companies.

**8. Litigation:**

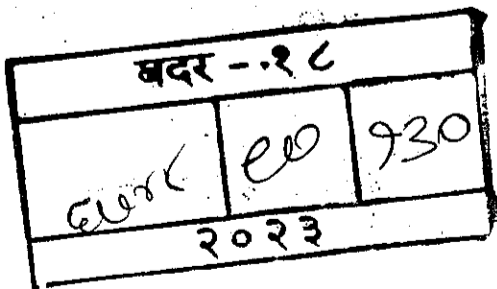
We have caused a basic litigation search to be carried out by Cubietree Technology Solutions Private Limited with respect to the pending litigation in the court/s and tribunal/s, if any, with respect to 'Prima Terra Landmark Private Limited' (earlier known as Oneup Realtors Private Limited). On perusal of the report dated 28<sup>th</sup> March, 2019, we observe that that the said Property is not the subject matter of any pending litigation or dispute or attachment either before or after judgment nor is there any restraint order or injunction passed by any court or judicial authority restraining the previous owners or the present owner from dealing with the said Property or any part thereof.

**9. Inspection of Originals:**

We have not perused the original documents of title in respect of the said Property. We have been given to understand the original documents of title have been deposited with Aditya Birla Finance Limited at the time of creation of charge in their favour and hence inspection of the original documents could not be taken.

**10. Sub-Registrar Searches:**

We have caused searches to be taken at the office of the Sub-Registrar of Assurances at Mumbai through Mr. Shekhar Athalye, Search Clerk for the period of 30 years commencing from 1989 to 2019. Mr. Shekhar Athalye has submitted his Search Report dated 16<sup>th</sup> January, 2019, on perusal whereof we observe that no other documents of title have been found to be registered in respect of the said Property which affects the title of Prima Terra Landmark Private Limited to the said Property, save and except a Reconveyance of Mortgage Deed dated 7<sup>th</sup> May, 2010 made and entered into between Additional Municipal Collector, Mumbai Municipal Corporation of the One Part and Vivek Nadkarni, Chairman of Andheri Navbahar Co-operative Housing Society Limited and Prakash Modak, Secretary of Navbahar Co-operative Housing Society Limited of the Other Part, which on perusal whereof, we observe that it does not pertain to the said Property.



**11. Public Notice:**

We have caused public notices to be issued in the local newspapers namely Free Press Journal and Navshakti on 28<sup>th</sup> January, 2019 inviting claims from the public in respect of the said Property. However, no claims have been received in pursuance thereof, till date.

12. Prima Terra Landmark Private Limited has given us a Declaration dated 8<sup>th</sup> May, 2019 which *inter alia* states:
- That there are no proceedings instituted or threatened by or against the Company or by or against any of the former or present Directors of the Company in respect of the said Property or any part thereof pending in any Court of law or before any Revenue Body or Authority or Tribunals and the said Property is not the subject matter of any *lis pendens* notice;
  - That during the pendency of the development of the said Property, the Company shall not do any act whereby the rights of the individual flat purchasers and/or the tenants will be affected in any manner whatsoever;
  - The said Property is not affected by any development plan or reservation or set back area;
  - That the Company shall not enter into any Development Agreement with any third party nor shall the Company deal with or dispose of their rights in the said Property, save and except their rights to dispose of the flats/ premises to be constructed in the said Building on the said Property and/ or for raising loans against the security of the said Property from any banks or financial institutions;
  - That there is no prohibitory order or injunction passed by any authority affecting the rights of the Company to develop the said Property.

**13. Conclusion:**

Subject to what is stated hereinabove and subject to the Indenture of Mortgage dated 20<sup>th</sup> October, 2016 in favour of Aditya Birla Finance Limited being cleared, Prima Terra Landmark Private Limited is entitled to all that piece or parcel of land bearing Plot No. 94 of Paranjpe Scheme and bearing Survey No. 61-A, Hissa No. 5 (part) corresponding to CTS No. 663 of Village Vile Parle admeasuring approximately 673 sq. yards equivalent to 555.15 sq. meters or thereabouts and assessed by the Mumbai Municipal Corporation under K-Ward No. 1235 (1) situate, lying and being at Hanuman Road, Paranjpe Scheme, B. No. 3, Vile Parle (East), Mumbai- 400 057 in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and more particularly described in the Schedule hereunder written.



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**THE SCHEDULE ABOVE REFERRED TO**

All that piece or parcel of land bearing Plot No. 94 of Paranjpe Scheme and bearing Survey No. 61-A, Hissa No. 5 (part) corresponding to CTS No. 663 of Village Vile Parle admeasuring approximately 673 sq. yards equivalent to 555.15 sq. meters or thereabouts and assessed by the Mumbai Municipal Corporation under K-Ward No. 1235 (1) situate, lying and being at Hanuman Road, Paranjpe Scheme, B. No. 3, Vile Parle (East), Mumbai- 400 057 in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and bounded as follows:

On or towards the North : By Plot No. 95 of the said Scheme  
On or towards the South : By Plot No. 93 of the said Scheme  
On or towards the East : By Plot No. 97 of the said Scheme  
On or towards the West : By Public Road

Dated this 10<sup>th</sup> day of May, 2019.

Kanga and Company,

*(Signature)*  
Partner  
Advocates and Solicitors



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**RESOLUTION**

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF PRIMA TERRA LANDMARK PVT. LTD. AT THE MEETING HELD ON 25<sup>TH</sup> JUNE 2015 AT THE REGISTERED OFFICE OF THE COMPANY AT A/44-45, ROAD NO. 2, MIDC, ANDHARI (EAST), MUMBAI-400 093.

The company is in process of developing a Property admeasuring 555.15 sq. mtrs. and bearing CTS No. 663 (Pt.), Survey No. 61-A Hissa no. 5 (pt.) of Village Vile Parle Taluka Andheri situated and located at Plot no: 94 of Paranjape Scheme B No. 3, Hanuman Road, Vile Parle (E), Mumbai 400 057 (said Property), by constructing a residential/commercial building thereon. In the normal course of it's business the company shall be selling, transferring the residential / commercial unit/s constructed thereon to prospective purchasers, for this purpose the company will be required to execute Memorandum of Understanding, Agreement to Sale, Allotment Letters, Sale Deed and other Documents / Agreements, hence it is resolved as under:

"RESOVLED THAT MR. HARSHVARDHAN TIBREWALA is hereby authorized to sign / execute the necessary Memorandum of Understanding, Agreement for Sale, Allotment Letter, Sale Deed, Rectification Deed, Supplementary Deed, Deed of Confirmation, Power of Attorney, Substituted Power of Attorney and/or any other documents, deeds and Agreements for the purpose of conclusively transferring the residential / commercial unit/s constructed thereon to prospective purchasers."

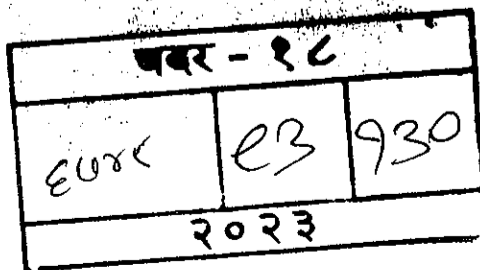
"FURTHER RESOVLED THAT MR. HARSHVARDHAN TIBREWALA is hereby authorized to, appear before any concerned Sub-Registrar of Assurances or any other Officer of the Registering Authorities and any other superior/lower authority and to represent and/or lodge the said above referred documents for registration and admit execution and register the document/s, writings in the name of and on behalf of the Company."

Corporate Address

Prima Terra Landmark Pvt. Ltd. (Form of) [unclear]  
 Plot No. 94, New 2nd Phase Andheri East, Mumbai - 400 093, Dist. Andheri

Reg. Office Address

A/44-45, Road No. 2, Midc, Andheri (E), Mumbai - 400 093



"FURTHER RESOLVED THAT said MR. HARSHVARDHAN TIBREWALA is hereby authorized to appoint any other person of his choice as his Attorney for admission and registration of the said documents, before any concerned Sub-Registrar of Assurances or any other Officer of the Registering Authorities, as may have been executed by MR. HARSHVARDHAN TIBREWALA and for that purpose to register the said Power of Attorney before any concerned Sub-Registrar of Assurances or any other Officer of the Registering Authorities."

For, PRIMA TERRA LANDMARK PVT. LTD.

Director



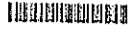
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Corporate Address

Reg. Office Address

CM 44200M/2004PTC/60197





Tuesday, October 18, 2016  
10:15 AM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 8763 दिनांक: 18/10/2016

गावाचे नाव: दिंडोशी

दस्तऐवजाचा अनुक्रमांक: बरल8-8369-2016

दस्तऐवजाचा प्रकार: पॉवर ऑफ अटॉर्नी

सादर करणाऱ्याचे नाव: हर्षवर्धन श्रीकांत टीब्रेवाला हे प्राइमा तेरा लॅडमार्क प्रा लि चे संचालक - -

नोंदणी फी

रु. 100.00

दस्त हाताळणी फी

रु. 460.00

पृष्ठांची संख्या: 23

एकुण:

रु. 560.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे  
10:34 AM ह्या वेळेस मिळेल.

सह. दुय्यम निबंधक, बोरिवली - ८  
मुंबई महानगर जिल्हा.

वाजार मुल्य: रु.0.0/-

मोवदला रु.0/-

भरलेले मुद्रांक शुल्क : रु. 500/-

सह. दुय्यम निबंधक, बोरिवली - ८  
मुंबई महानगर जिल्हा.

1) देयकाचा प्रकार: By Cash रक्कम: रु 100/-

2) देयकाचा प्रकार: By Cash रक्कम: रु 460/-

*Handwritten signature*

REGISTERED ORIGINAL DOCUMENT  
DELIVERED ON

१५१११



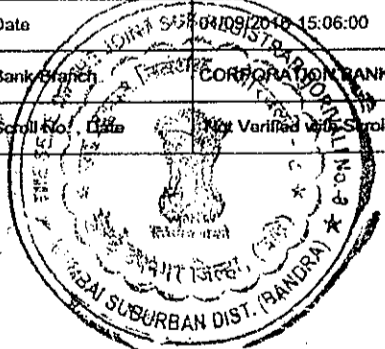
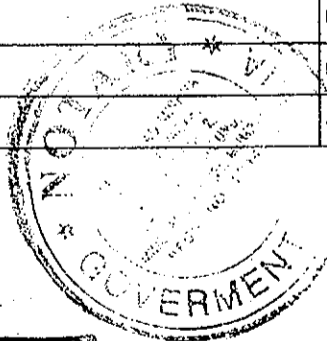
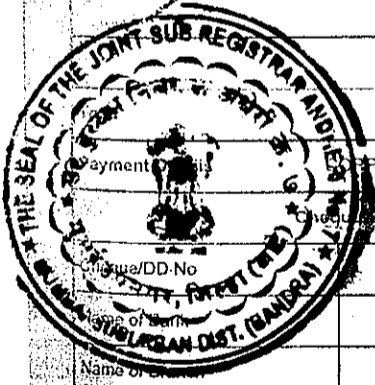
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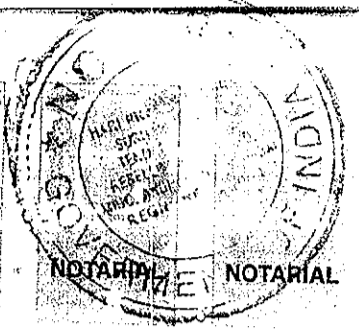
**CHALLAN**  
MTR Form Number-6

GRN	MH003946639201617E	BARCODE	[Barcode]		Date	01/09/2016-15:10:06	Form ID	48(f)																		
Department	Inspector General Of Registration			Payer Details																						
Type of Payment	Stamp Duty			TAX ID (If Any)																						
	Registration Fee			PAN No. (If Applicable)																						
Office Name	BRL3_JT SUB REGISTRAR BORIVALI 3			Full Name		Prima Terra Landmark Pvt Ltd																				
Location	MUMBAI			Flat/Block No.		Power Of Attorney																				
Year	2016-2017 One Time			Premises/Building																						
Account Head Details	Amount In Rs.		Remarks (If Any)																							
0030045501 Stamp Duty	500.00		Road/Street																							
			Area/Locality																							
			Town/City/District																							
			PIN		4			0	0	0	6	3														
			<div style="border: 1px solid black; padding: 5px; width: fit-content;"> <p align="center">Second Party Name = Mr. Mitlesh Bhatiya</p> <p align="center">बदर - ८६</p> <table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 50%;">CB</td> <td style="width: 50%;">23</td> </tr> </table> <p align="center">Amount In Words: Five Hundred Rupees</p> </div>						CB	23																
CB	23																									
			Amount In		Words																					
			500.00		<div style="border: 1px solid black; padding: 5px; width: fit-content;"> <p align="center">FOR USE IN RECEIVING BANK</p> <table border="1" style="width: 100%;"> <tr> <td>Bank CIN</td> <td>REF No.</td> <td>03502302016090100376</td> <td>RS01092016511815</td> </tr> <tr> <td>Date</td> <td colspan="3">01/09/2016 15:06:00</td> </tr> <tr> <td>Bank Branch</td> <td colspan="3">CORPORATION BANK</td> </tr> <tr> <td>Scroll No.</td> <td>Date</td> <td colspan="2">Not Verified with Scroll</td> </tr> </table> </div>						Bank CIN	REF No.	03502302016090100376	RS01092016511815	Date	01/09/2016 15:06:00			Bank Branch	CORPORATION BANK			Scroll No.	Date	Not Verified with Scroll	
Bank CIN	REF No.	03502302016090100376	RS01092016511815																							
Date	01/09/2016 15:06:00																									
Bank Branch	CORPORATION BANK																									
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Mobile No. : Not Available



बदर - १८		
[Signature]	[Signature]	930
२०२३		



CHALLAN  
MTR Form Number-6



**DETAILS FOR RS: 500.00**

GRN: MH0039466320161678 BARCODE: [Barcode] 103557 (BRL8)

Department: Inspector General of Registration AMOUNT: 500.00 8/10/2016

Type of Payment: Stamp Duty (Amt. In words: Five Hundred Rupees Only)

Office Name: BRL3 JT SUB REGISTRAR BORIVALI 3 Location: MUMBAI Year: 2016-2017 One Time

Account Head Details: C030045501 Stamp Duty Amount In Rs. 500.00

Payer Details: TAX ID (If Any), PAN No. (If Applicable), Full Name: [Signature] Prma Terra Landmark Pvt Ltd, Flat/Block No.: 202E, Premises/Building: [Signature] 23, Road/Street, Area/Locality, Town/City/District, PIN: 4 0 0 0 6 3

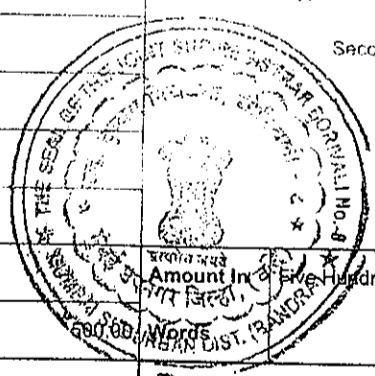
Remarks (If Any): SecondPartyName=Mr Mitesh Bhatiya-

Total: Amount In Words: Five Hundred Rupees Only

Payment Details: CORPORATION BANK FOR USE IN RECEIVING

Cheque/DD Details: Cheque/DD No., Date of Bank: Validity unknown, Date of Branch: Digitally signed by VIRTUAL TREASURY, Date: 2016.09.18 10:16:56 IST, Reason: Secure Document, Location: India

Bank CIN: REF No. 03502302016090100376 Date: 01/09/2016-15:06:25 Bank-Branch: CORPORATION BANK Scrip No.: Date: 25/09/2016



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6075 [Signature] 930

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POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, I, HARSHVARDHAN SHRIKANT TIBREWALA an adult, Indian Inhabitant of Mumbai, residing at 504, "Panchsheel", Gokuldharm, Mulund Link Road, Goregaon (E), Mumbai-400 063 in the capacity of the ~~Director~~ /Authorized Representative of PRIMA TERRA LANDMARK PVT. LTD. (Formerly known as One-Up Realtors Pvt. Ltd.), a Private Limited Company incorporated under the Companies Act, 1956 and having it's registered office at A/44-45, Road No. 2, MIDC, Andheri (East), Mumbai-400 093, (hereinafter referred to as "the Company"), do hereby SEND GREETINGS:

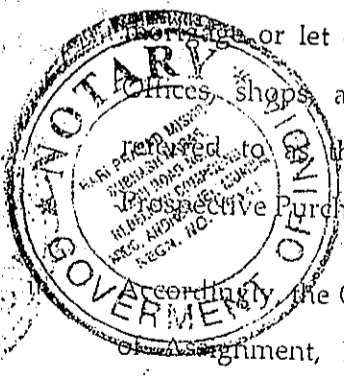
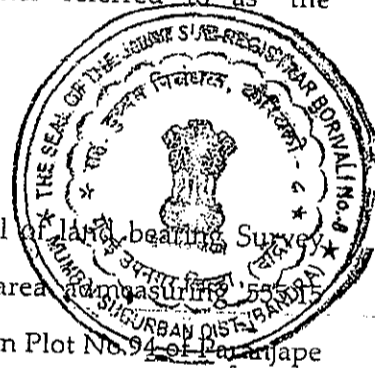
WHEREAS:-

i. The Company is the owner of piece or parcel of land bearing Survey No.61-A, Hissa no.5 (Part), CTS No.663 of area measuring 5550 sq.mts. of Vile Parle, Taluka Andheri, situated on Plot No.94 of Palanjape scheme, Hanuman Road, Paranjape Scheme B.No.3, Vile Parle (East), Mumbai - 400057, within the Registration District of Bombay Suburban District, (hereinafter referred to as the said Property).

ii. The Company is in the process of constructing a building on the said Property in the name of EAST EDEN and intends to sell, transfer, lease, or let on Leave and license basis the premises, Flats, Units, Offices, shops, apartments, garages, parking spaces, etc. (hereinafter referred to as the said Premises) to be constructed thereon, to the Prospective Purchaser/s.

Accordingly the Company requires to execute and register various Deed of Assignment, Deed of Apartment, Agreement for Sale, Deed of Conveyance, Sale Deed, Supplementary Deed, Rectification Deed, Cancellation Deed, Confirmation Deed, Assignment / Transfer of Right of Way, Surrender of Tenancy, Tenancy Agreement, Lease Deed, Deed of Mortgage, Loan Agreement, Declaration, Undertaking, Affidavits and / or any other deeds, document/s. writings with the Prospective Purchaser/s.

बदल - १०		
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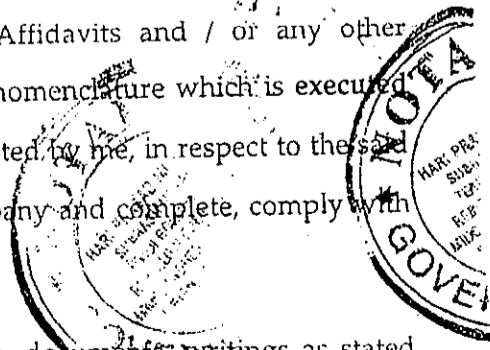
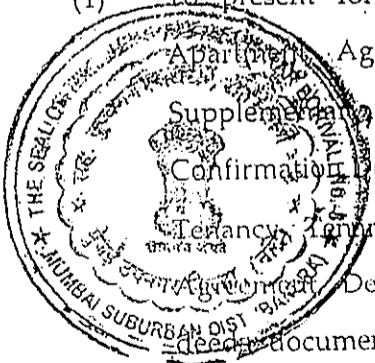
बरल - ८१		
८३६६	८३	२३

iv. However, due to preoccupation of work, I shall not be able to personally attend before the Registrar/ Sub-Registrar of Assurances for registration of necessary deeds, documents and agreement, affidavits, undertakings, in respect to the said Premises, executed by me on behalf of the Company and hence for the purpose, I hereby appoint, constitute and nominate Mr. Mitesh Bhatia of Mumbai, Indian Inhabitant, having his address at Raj Residency-2, "C" Wing, 109, Mahavir Nagar, Behind Kamla Sports Club, Dahanukar Vadi, Kandivali, Mumbai as my true and lawful Attorney to perform and comply with all the acts, deeds and any other related matter as are hereinafter contained with respect to the said Property.

NOW KNOW YE ALL MEN AND THESE PRESENTS WITNESSETH THAT I, HARSHVARDHAN SHRIKANT TIBREWALA, in the capacity of the Director / Authorized Representative of the Company, do hereby appoint, constitute and nominate MR. MITESH BHATIA (hereinafter referred to as "the said Attorney") to be my true and lawful Attorney, so that the said Attorney can and may do, perform or cause to be done, ~~executed~~ and performed on my behalf and in my name and in the name of and on behalf of the Company, all or any of the following acts, deeds, matters and things in respect of the said Property:

M. J. S. T. Tibrewala  
 H. P. Mitesh Bhatia

(1) To present for registration of the Deed of Assignment, Deed of Apartment Agreement for Sale, Deed of Conveyance, Sale Deed, Supplemental Deed, Rectification Deed, Cancellation Deed, Confirmation Deed, Assignment / Transfer of Right of Way, Surrender of Tenancy Agency Agreement, Lease Deed, Deed of Mortgage, Loan Declaration, Undertaking, Affidavits and / or any other deed/document/s, writings under any nomenclature which is executed by me or which will be hereinafter executed by me, in respect to the said Premises, for and on behalf of the Company and complete, comply with all the related formalities.



(2) To register all the above referred deeds, documents, writings as stated hereinabove, ~~executed by me~~ on behalf of the said Company, with respect to the said Premises and to appear before any concerned

८३६६		
८३६६	८३	२३
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बदल - ८१  
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execution of any such document/s, writings executed by me, for and on behalf of the said Company.

- (3) To sign and deliver the necessary forms, applications, undertakings and writings as may be required for registering the aforesaid documents before the Sub Registrar of Assurances at Bandra and/ or Bombay or any other registration authority.
- (4) To obtain /collect the registered documents from the Registration Office and pay the requisite fees thereof. To apply for the certified copies of the registered agreements and collect / obtain the same by paying the necessary charges thereof.

AND I, do hereby agree to ratify and confirm all and whatsoever

they shall lawfully do or cause to be done by virtue of which I

presents.

THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:



All the parcel of land bearing Survey No.61-A, Hissa no.5 No.605 of area admeasuring 555.15 sq.mts. of Vile Parle, Taluka Andhera situated on Plot No.94 of Paranjape Scheme, Hanuman Road, Paranjape Scheme Parle (East), Mumbai - 400057, within the Registration District of

Mumbai Suburban.

WHEREOF We have hereunder set and subscribed our hand and signature to this writing on this 18th day of Oct 2016.

SIGNED AND DELIVERED )


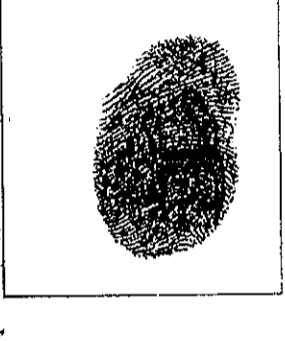
By the withinnamed Deponents )

Name of the Deponent	Signature	Photograph	Left Hand Thumb Impression
HARSHVARDHAN SHRIKANT TIBREWALA the Director/Authorized Representative of PRIMA TERRA LANDMARK PVT. LTD. Pursuant to Board Resolution dated 25 <sup>th</sup> June 2015.	<i>H. S. Tibrewala</i> Director		

बदल - २६  
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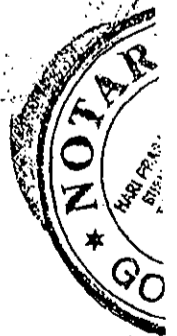
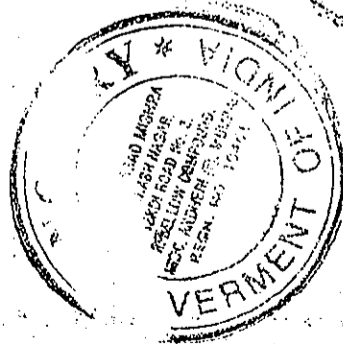
बदल - ८१		
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Accepted by me

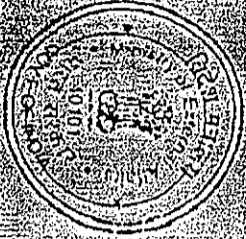
Name of the Attorney	Signature	Photograph	Left Hand Thumb Impression
MR. MITESH BHATIA	Mitesh Bhatia		

For Prima Terra Landmark Private Limited

*Prima Terra Landmark*  
Director



बदल - १८		
६६४	१०९	१३०
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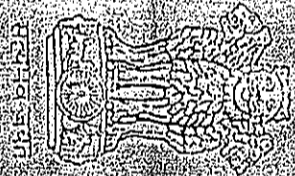


विदेश विभाग  
 भारत सरकार  
 नया दिल्ली

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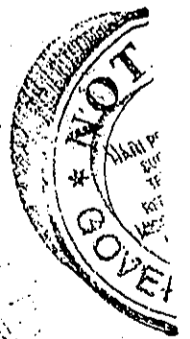
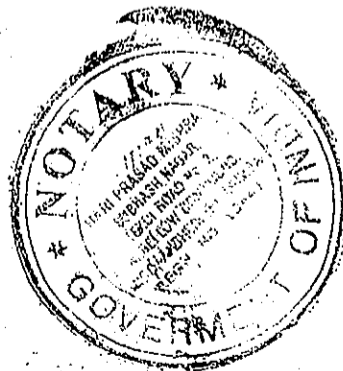
भारत गणराज्य  
 REPUBLIC OF INDIA



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बदर - ८		
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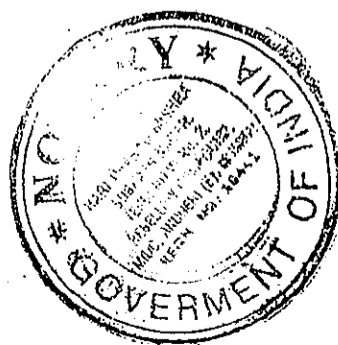
बदर - १८		
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बदर - ८१		
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बदर - १८		
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पॉलिसी नं./पॉलिसी नं.

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पॉलिसी नं./पॉलिसी नं.



Name of the insured / Name of other / Legal guardian  
SHRIKANT JAGDISHPRASAD TIBREWALA

N3585836

Name of the policy holder  
ANNABURNA SHRIKANT TIBREWALA

Name of the insured / Name of spouse

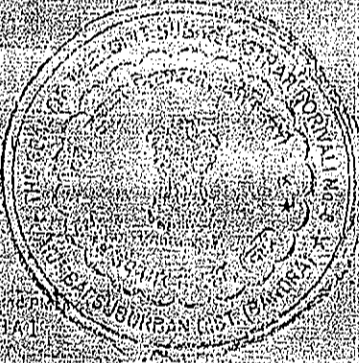
Name of the insured / Name of spouse  
RANVISHTEEL GOKULDHAM MULUND - BUNK NO.

BUNK NO. MUMBAI

02/3, MAHARASHTRA, INDIA

10/08/2007

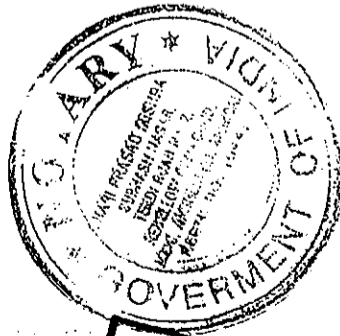
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बंद - १८		
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बदल - ८१		
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बदल - २८		
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५३८ - ८१		
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**RESOLUTION**

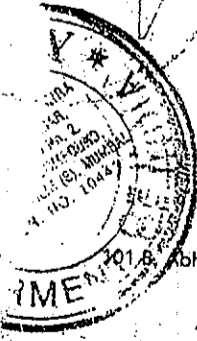
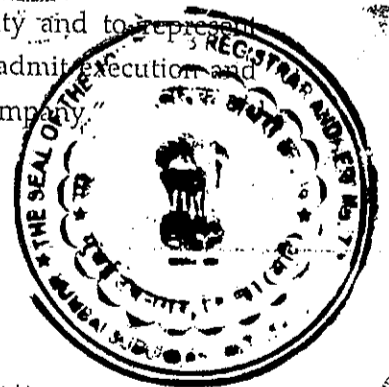
CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF PRIMA TERRA LANDMARK PVT. LTD. AT THE MEETING HELD ON 25<sup>TH</sup> JUNE 2015 AT THE REGISTERED OFFICE OF THE COMPANY AT A/44-45, ROAD NO. 2, MIDC, ANDHERI (EAST), MUMBAI-400 093

The company is in process of developing a Property admeasuring 555.15 sq. mtrs. and bearing CTS No. 663 (Pt.), Survey No. 61-A Hissa no. 5 (pt.) of Village Vile Parle Taluka Andheri situated and located at Plot no. 94 of Paranjape Scheme-B No. 3, Hanuman Road, Vile Parle (E), Mumbai 400 057 (said Property), by constructing a residential/commercial building thereon. In the normal course of it's business the company shall be selling, transferring the residential / commercial unit/s constructed thereon to prospective purchasers, for this purpose the company will be required to execute Memorandum of Understanding, Agreement to Sale, Allotment Letters, Sale Deed and other Documents / Agreements, hence it is resolved as under:

"RESOVLED THAT MR. HARSHVARDHAN TIBREWALA is hereby authorized to sign / execute the necessary Memorandum of Understanding, Agreement for Sale, Allotment Letter, Sale Deed, Rectification Deed, Supplementary Deed, Deed of Satisfaction, Power of Attorney, Substituted Power of Attorney and/or any other documents, deeds and Agreements for the purpose of conclusively transferring the residential/commercial unit/s constructed thereon to prospective purchasers."



"FURTHER RESOVLED THAT MR. HARSHVARDHAN TIBREWALA is hereby authorized to, appear before any concerned Sub-Registrar of Assurances or any other Officer of the Registering Authorities and any other superior/lower authority and to represent and/or lodge the said above referred documents for registration and admit execution and register the document/s, writings in the name of and on behalf of the Company."

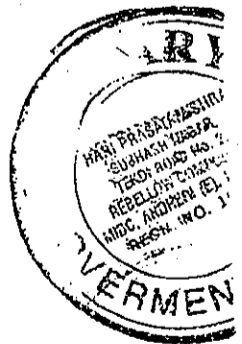
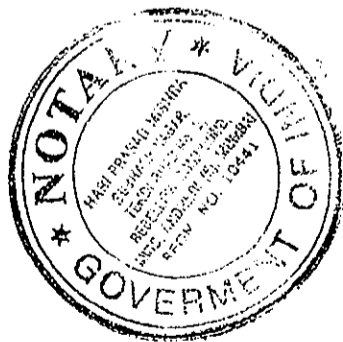


Corporate Address  
 Prima Terra Landmark Pvt. Ltd. (Formerly known as One Up Realtors Pvt. Ltd.)  
 Abhishek, Off. New Link Road, Andheri (West), Mumbai - 400 053. T : 022 4233 4444 | primaterra.in

Reg. Office Address  
 A/44,45, Road No.2, Near Corporation Link MIDC, Andheri (East), Mumbai - 400 093  
 CIN: U45200KA2006PTC160197

५३८ - १८		
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बदर - ८१		
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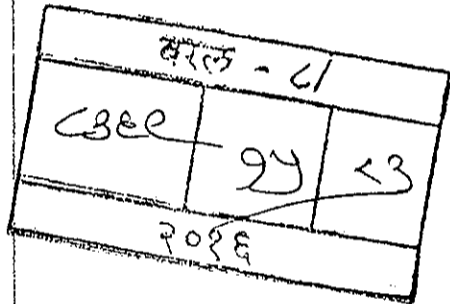
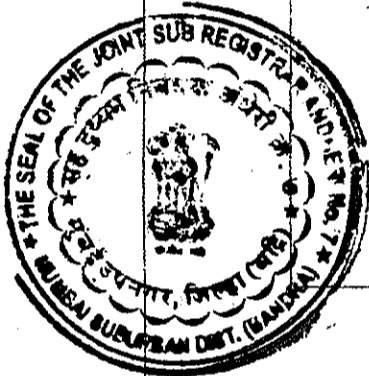
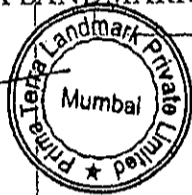


बदर - १८		
६०४८	१०६	१३०
२०२३		

"FURTHER RESOLVED THAT said MR. HARSHVARDHAN TIBREWALA is hereby authorized to appoint any other person of his choice as his Attorney for admission and registration of the said documents, before any concerned Sub-Registrar of Assurances or any other Officer of the Registering Authorities, as may have been executed by MR. HARSHVARDHAN TIBREWALA and for that purpose to register the said Power of Attorney before any concerned Sub-Registrar of Assurances or any other Officer of the Registering Authorities."

For, PRIMA TERRA LANDMARK PVT. LTD.

Director

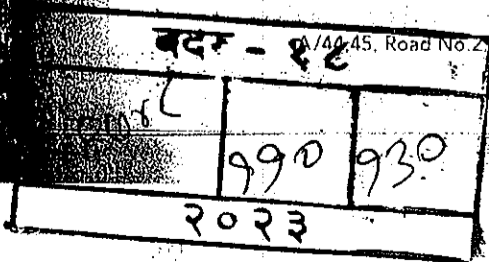


**Corporate Address**

Prima Terra Landmark Pvt. Ltd. (Formerly known as One Up Realtors Pvt. Ltd.)  
 101 B, Abhishek, Off. New Link Road, Andheri (West), Mumbai - 400 053. T : 022 4233 4444 | primaterra.in

**Reg. Office Address**

44/44.45, Road No. 2 Near Corporation Bank MIDC, Andheri (East), Mumbai - 400 093  
 CIN: U45200MH2006PTC160197





बाल - ८१		
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बदर - २६ - १०		
६००६	१११	१३०
२०२३		



GOVERNMENT OF INDIA  
 MINISTRY OF CORPORATE AFFAIRS  
 Registrar of Companies, Mumbai  
 Everest , 100 , Marine Drive Mumbai - 400002, Maharashtra, INDIA

**Certificate of Incorporation pursuant to change of name**  
**[Pursuant to rule 29 of the Companies (Incorporation) Rules, 2014]**

Corporate Identification Number (CIN): : U45200MH2006PTC160197

I hereby certify that the name of the company has been changed from ONEUP REALTORS PRIVATE LIMITED to PRIMA TERRA LANDMARK PRIVATE LIMITED with effect from the date of this certificate and that the company is limited by shares.

Company was originally incorporated with the name ONEUP REALTORS PRIVATE LIMITED

Given under my hand at Mumbai this Twelfth day of May Two Thousand Fifteen.

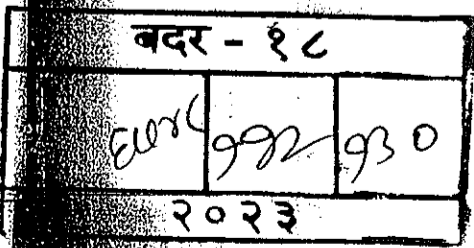
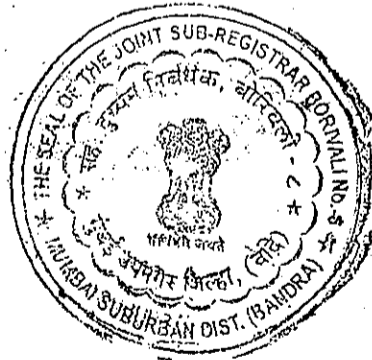
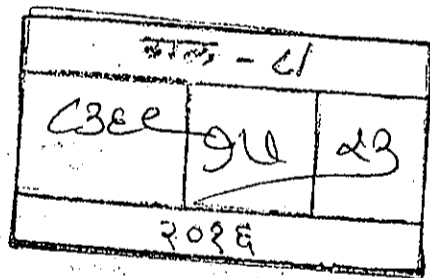


Validity unknown  
 Digitally signed by SUDHAKAR TULASHIRAM BHOYE  
 Date: 2015.05.12 12:18:00 +05:30

SUDHAKAR TULASHIRAM BHOYE  
 Assistant Registrar of Companies  
 Registrar of Companies  
 Mumbai

Mailing Address as per record available in Registrar of Companies office:

PRIMA TERRA LANDMARK PRIVATE LIMITED  
 A/44-45, Road No. 2, MIDC., Andheri (East),  
 Mumbai - 400093,  
 Maharashtra, INDIA



वदर - ८१		
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२०१६		

भारत सरकार  
 Unique Identification Authority of India  
 Government of India

नॉदविण्याचा क्रमांक / Enrollment No 1218/61175/00165

To,  
 किरण दामु गंगवारणे  
 Kiran Damu Gangavane  
 ROOM NO C-5/308, RUDRAKSHA CHS  
 NEAR SAUSIDDHI BUILDING CHARKOP SECTOR NO 8  
 Mumbai  
 Kandivali West Mumbai Mumbai  
 Maharashtra 400067

13/07/2013

आधार - सामान्य माणसाचा अधिकार



भारत सरकार  
 Government of India



किरण दामु गंगवारणे  
 Kiran Damu Gangavane  
 जन्म वर्ष / Year of Birth : 1985  
 पुरुष / Male

9693 3545 7127

आधार - सामान्य माणसाचा अधिकार



*[Handwritten Signature]*



वदर - १८		
६०४८	९९३	९३०
२०२३		



आधार

भारत सरकार  
 Unique Identification Authority of India  
 Government of India

नॉदविण्याचा क्रमांक / Enrollment No 1218/61175/15433

To,  
 रामचंद्र जयवंत सखत  
 Ramchandra Jaywant Sakhant  
 152/27, Sakth Shant CHS  
 Sector-1, Charkop  
 Mumbai  
 Kandivak West Mumbai Mumbai  
 Maharashtra 400067  
 9773172429

15/07/2013

आधार - सामान्य माणसाचा अधिकार



भारत सरकार  
 Government of India




रामचंद्र जयवंत सखत  
 Ramchandra Jaywant Sakhant  
 जन्म तारीख / DOB : 16/05/1994  
 पुरुष / Male

6328 6197 1625

आधार - सामान्य माणसाचा अधिकार



MINISTRY DEPARTMENT GOVT. OF INDIA  
 HARSHVARDHAN TIBREWALA  
 SHRIKANT JAGDISH PRASAD  
 TIBREWALA  
 04/04/1967  
 AHEPT9023H



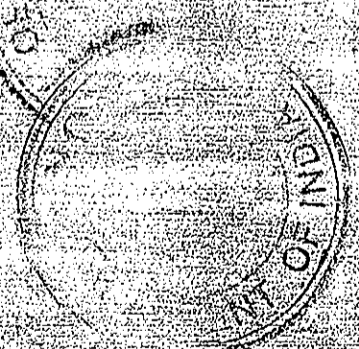
*Handwritten: HRP + J.P. Prasad*

स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER  
 AAXPB5775A  
 नाम / NAME  
 MITESH MUKUND BHATIA  
 पिता / FATHER'S NAME  
 MUKUND DILIPSINGH BHATIA  
 जन्म तिथि / DATE OF BIRTH  
 17-10-1968  
 हस्ताक्षर / SIGNATURE  
*Mitesh M. Bhatia*




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63	22	23
2023		



बदर - १८

6000	798	930
2023		

आयकर विभाग  
 INCOME TAX DEPARTMENT  
 PRIMA TERRA LANDMARK PRIVATE  
 LIMITED  
 02/03/2006  
 AAAC08145A

बदर - ८		
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आयकर विभाग  
 INCOME TAX DEPARTMENT  
 ONEUP REALTORS PRIVATE LIMITED  
 02/03/2006  
 AAAC08145A



बदर - १८		
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बदर - १८		
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दस्त गोषवारा भाग-2

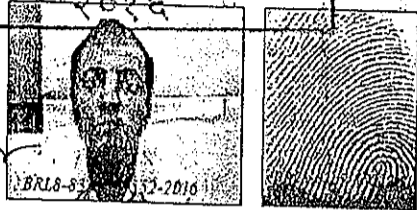
वरल 8  
दस्त क्रमांक:8369/2016

दस्त क्रमांक :वरल8/8369/2016  
दस्ताचा प्रकार :-पाँवर ऑफ अॅटर्नी

वरल - 61		
13	22	23
पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा

अनु क्र. पक्षकाराचे नाव व पत्ता  
 1 नाव:हर्षवर्धन श्रीकांत टीत्रेवाला हे प्राइमा तेरा लॅडमार्क प्रा लि चे संचालक -  
 पत्ता:504, -, पंचशील गोकुळधाम , गोरगाव पूर्व, मुसुंड लिंक रोड रोड नं 2 , गोरगाव पूर्व, MAHARASHTRA, MUMBAI, Non-Government.  
 पॅन नंबर:AAAG08148A

पक्षकाराचा प्रकार कुलमुखत्या देणार  
 वय :-26  
 स्वाक्षरी:-  
 BRLS-8369/2016



Hars Prabhakar

2 नाव:मितेश मुकुंद भाटीया  
 पत्ता:प्लॉट नं: 109 , माळा नं: सी विंग, इमारतीचे नाव: राज रॅसिडनसी-2, ब्लॉक नं: कांदिवली पश्चिम , रोड नं: महावीर नगर, महाराष्ट्र, मुम्बई.  
 पॅन नंबर:AAXPB5775A

पाँवर ऑफ अटॉर्नी होल्डर  
 वय :-48  
 स्वाक्षरी:-  
 Mitesh M. Bhatia



वरील दस्तऐवज करून देणार तथाकथीत पाँवर ऑफ अॅटर्नी चा दस्त ऐवज करून दिल्याचे कयुल करतात. शिक्षा क्र.3 ची वेळ:18 / 10 / 2016 10 : 14 : 56 AM

ओळख:-

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

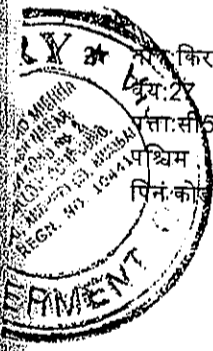
अनु क्र. पक्षकाराचे नाव व पत्ता  
 1 नाव:रामचंद्र - सावंत  
 वय:24  
 पत्ता:सी5 रुद्राक्ष सोसायटी प्लॉट नं: 808 चाक्रे प देवली पश्चिम  
 पिन कोड:400067

छायाचित्र अंगठ्याचा ठसा



स्वाक्षरी

स्वाक्षरी



किरण - गंगाराम  
 वय:27  
 पत्ता:सी5 रुद्राक्ष सोसायटी प्लॉट नं: 808 चाक्रे प देवली पश्चिम  
 पिन कोड:400067

शिवका क्र.4 ची वेळ:18 / 10 / 2016 10 : 15 : 28 AM

शिक्षा क्र.5 ची वेळ:18 / 10 / 2016 10 : 16 : 05 AM. नोंदणी पुस्तक 4 मध्ये

सद्विचाराने व निरपेक्षतेने  
मुंबई उपनगर जिल्हा.

EPayment Details.



Defacement Number  
00029790382016

Sr.	Enpayment Number
1	वरल 394689201617E
994930	

Know Your Rights as Registrants

8369 /2016

1. Verify Scanned Document for correctness through a thumbnail (4 pages on a side) printout after scanning.  
2. Get print immediately after registration.

CERTIFIED TRUE COPY





बरल - ८१		
८३६६	२३	२३
२०१६		

प्रमाणित करण्यात येते की, या  
दस्ताव्यामध्ये एकूण २३ पाने आहेत

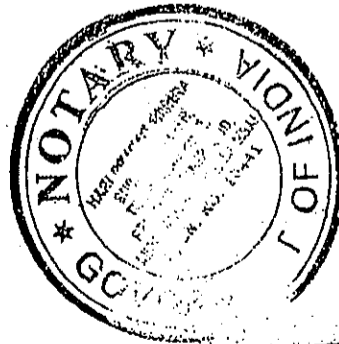
सह. दुय्यम निबंधक, बोरिवली-८,  
मुंबई उपनगर जिल्हा.

बरल - ८ ८३६६ १२०१६

पुस्तक क्रमांक-१, क्रमांक ८३६६ वर  
नोंदला

दिनांक १८ मार्च २०१६

सह. दुय्यम निबंधक, बोरिवली-८,  
मुंबई उपनगर जिल्हा.



बदर - १८		
६४४८	११६	१३०
२०२३		

## घोषणापत्र

मी मितेश भाटीया याद्वारे घोषित करतो की, दुय्यम निबंधक अंधेरी - न यांच्या कार्यालयात करारनामा या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. प्राईमा टेरा लँडमार्क प्रा. लि. चे संचालक हर्षवर्धन टीब्रेवाला यांनी दिनांक 18/10/2016 रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सादर दस्त नोंदणीस सादर केला आहे / निष्पादीत करून कबुलीजबाब दिला आहे. सादर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दवातल ठरलेले नाही. सादरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सादरचे कथन चुकीचे आढळून आल्यास नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहिन याची मला जाणीव आहे.

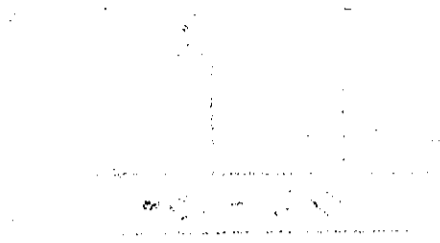
Mitesh. M. Bhatia

दि. 18/04/2023

(मितेश भाटीया)



बदर - १८		
६००६	२०	१३०
२०२३		



100

आयकर विभाग  
 INCOME TAX DEPARTMENT  
 PRIMA TERRA LANDMARK PRIVATE LIMITED  
 02/03/2006  
 भारत सरकार  
 GOVT OF INDIA  
 Permanent Account Number  
 AAAC08148A  
 31072015



बंदर - १८		
६७४८	१११	११३०
२०२३		



भारत सरकार  
GOVERNMENT OF INDIA



भारतीय विशिष्ट पहचान प्राधिकरण  
NATIONAL IDENTITY AUTHORITY OF INDIA



प्रबंधन अधिकारी  
Harshvardhan Shrikant  
Tibrewala  
जन्म तिथि/DOB: 04/04/1990  
पुरुष / MALE

पता:

504/503 मंचशील,  
ए.के.बाबा मार्ग, गोवृक्षधाम,  
गोरेगाव इन्ड, मुंबई, महाराष्ट्र - 400063

Address:  
504/503 manchshil, akh  
babaroad, govrukshdham,  
Mumbai  
Maharashtra - 400063

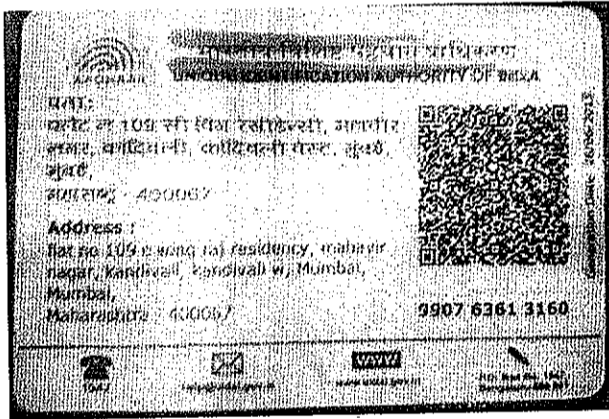
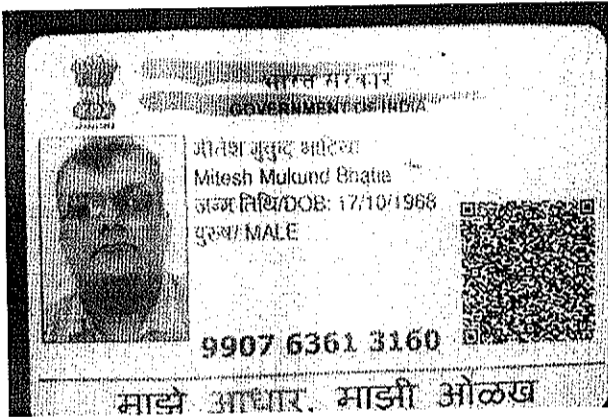


9391 8504 0574

9391 8504 0574

आधार-आम आदमी का अधिकार

Aadhaar-Aam Admi ka Adhikar



4

बदर - २८		
Elect	922	930
२०२३		



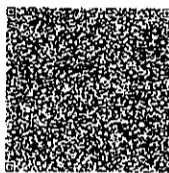
आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card  
AMPPD6276L



नाम / Name  
PRATHA MANAN DESAI

पिता का नाम / Father's Name  
SAMIR MOHANLAL DESAI

जन्म की तारीख /  
Date of Birth  
01/01/1989

*Prasai*

26092022

PAN Application Digitally Signed, Card Not  
Valid unless Physically Signed

इस कार्ड के खोने/पाने पर कृपया सूचित करें/नोट करें।  
आयकर सेवा इकाई, प्रोटीन इनफो टेक्नोलॉजीज लिमिटेड  
(एन ई आई एन एफ आई एल इन्फो टेक्नोलॉजीज लिमिटेड)  
बैंदी मंदिर, लक्ष्मी नगर,  
बंगलूर रोड, बंगलूर,  
पिन - ५६० ०१६

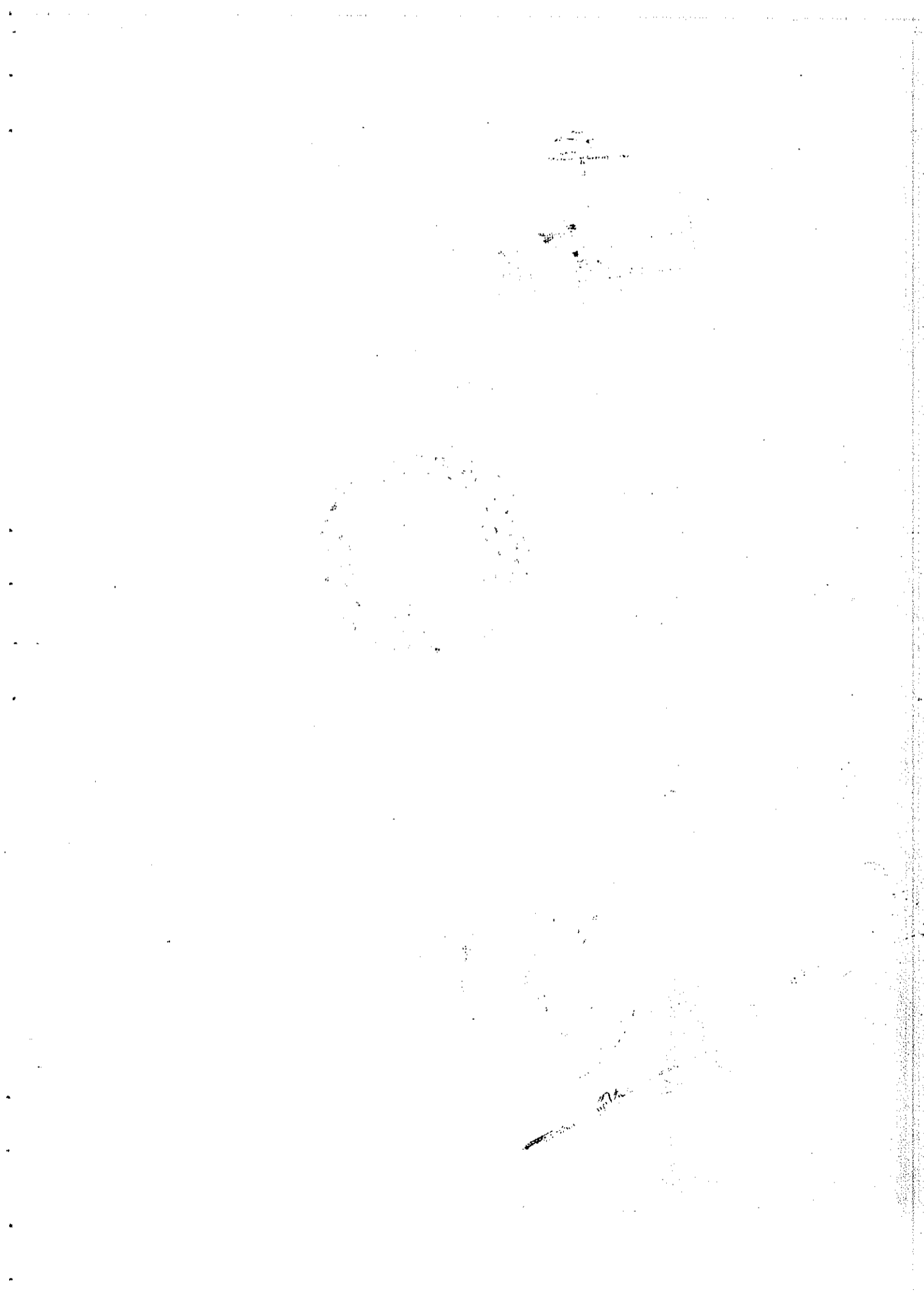


If this card is lost / someone's lost card is found,  
Please inform / return to  
Income Tax PAN Services Unit, Protein eGov Technologies Limited  
(Formerly N.E.I.E.N.F.A.I.L. Info Technology Limited)  
46, 5th Floor, Secunderabad Chamber,  
Bandra Road, Bangalore,  
Pin - 560 016  
Tel: 91-80-22771111


*Prasai*



बंदर - १८		
६८४८	१२३	१३०
२०२३		



भारत सरकार  
Government of India



प्रथा मनन देसाय  
Pratha Manan Desai  
जन्म दिनांक/DOB: 01/01/1989  
FEMALE  
Mobile No: 9930203744

**6378 8245 5567**  
VID : 9146 3211 0127 7439

भारतीय विशिष्ट पहचान प्राधिकरण  
Unique Identification Authority of India

पता:  
C/O मनन भद्रेशकुमार देसाय, #405/10-764 त्रिमूर्ति अपार्ट, रतन शंकर मास्टरनी शेरी, चौर्यासी रोड, अंबाजी रोड, भगल, सुरत शहर, गुजरात - 395003


Address :  
C/O Manan Bhadreshkumar Desai, #405/10-764, Trimurti Appt, Ratan Shankar Masterni Sheri, Choryasi Dairy, Ambaji Road, Bhagal, Surat City, Surat, Gujarat - 395003

**6378 8245 5567**  
VID : 9146 3211 0127 7439

મારો આધાર, મારી ઓળખ



भारत सरकार  
Government of India



देसाय मनन भद्रेशकुमार  
Desai Manan Bhadreshkumar  
जन्म तारीख / DOB : 19/12/1989  
पुरुष / Male

**6389 0798 7159**

भारतीय विशिष्ट पहचान प्राधिकरण  
Unique Identification Authority of India

संख्या: 405/10-764, त्रिमूर्ति अपार्टमेंट, रतन शंकर मास्टरनी शेरी, अंबाजी रोड, भगल, सुरत, गुजरात, 395003

Address: 405/10-764, Trimurti Apartment, Ratan Shankar Master Ni Sheri, Ambaji Road, Bhagal, Surat, Surat, Gujarat, 395003

**6389 0798 7159**

मेरा आधार, मेरी पहचान

1947 help@uidai.gov.in www.uidai.gov.in

*Manan B. Desai*


बदर - १८		
एवम्	१२४	१३०
२०२३		

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT OF INDIA

MANAN B DESAI  
BHADRESHKUMAR GOPALJI DESAI  
19/12/1989  
Permanent Account Number  
ANGPD4013P

*Manan B. Desai*  
Signature



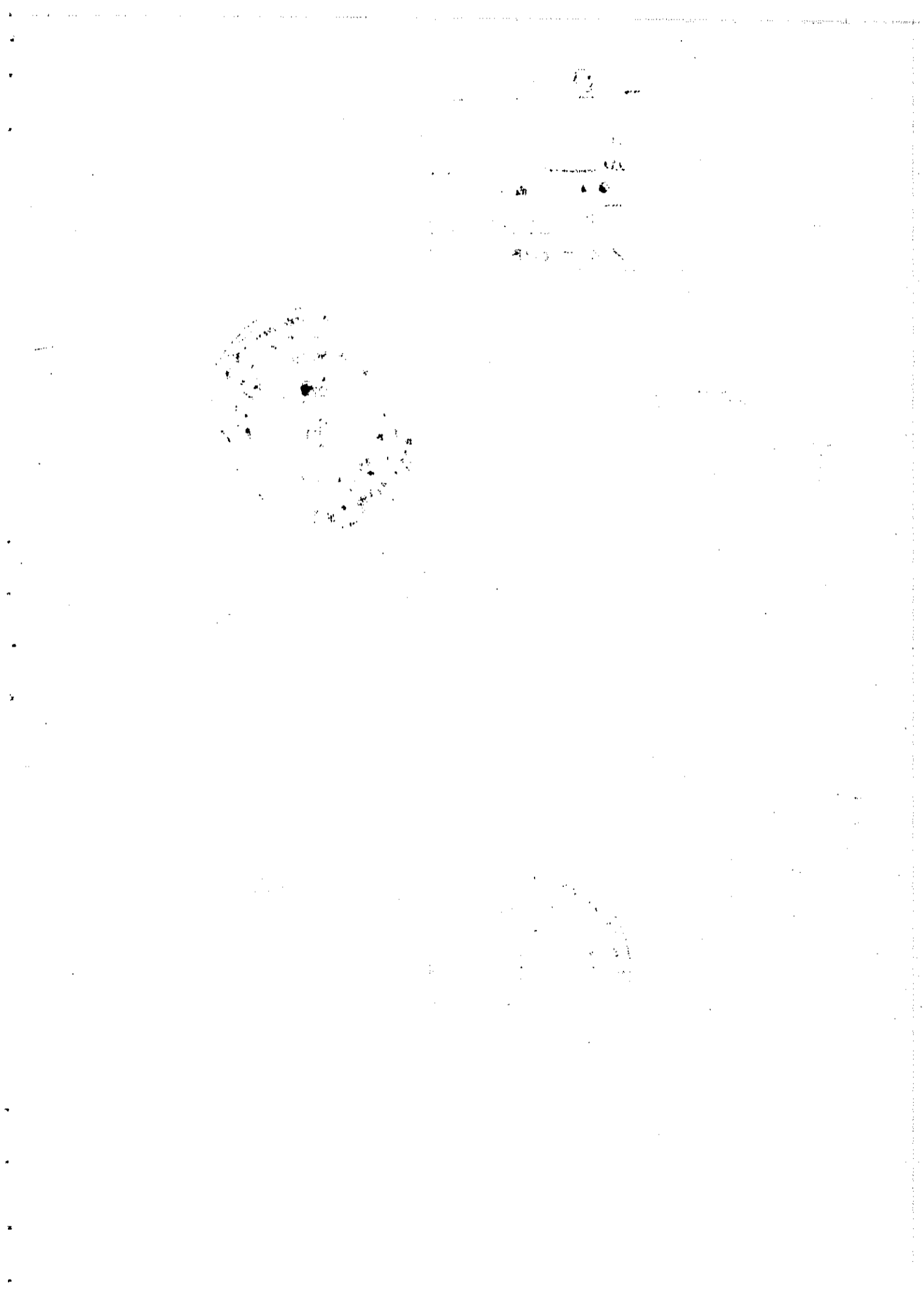
इस कार्ड के खोने / पाने पर कृपया सूचित करें / लौटाने  
आयकर पैन सेवा कार्ड, एन एस डी एल  
पहली मंजिल, टॉर्जेंट टॉवर, कमला मिल्स कंपाउंड  
एच. बी. मार्ग, लोअर पार्ले, मुंबई - 400 013

If this card is lost / someone's lost card is found  
Please inform / return to  
Income Tax PAN Services Unit, NSDL  
1st Floor, Times Tower,  
Kamala Mills Compound,  
S. B. Marg, Lower Parel, Mumbai - 400 013.

Tel: 91-22-24934687, Fax: 91-22-24934064  
e-mail: tmninfo@nsdl.co.in

*Manan B. Desai*











भारत सरकार



आधार

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

नामांकन क्रमांक Enrolment No.: 1218/10104/01872

To,  
 Vikash Kumar Sharma  
 विकास कुमार शर्मा  
 S/O Ganesh Sharma  
 VILL BILBERA POST SONARDIH PS MADHUBAN  
 TUNDOO Sonardih  
 Dhanbad  
 Jharkhand 828125  
 Mobile:

11/11/2011



UC 06720579 1 IN

Ref No.:4I2B3E9X-6720579



आपका आधार क्रमांक / Your Aadhaar No. :

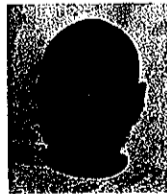
**5650 7464 4948**

आधार — आम आदमी का अधिकार



भारत सरकार

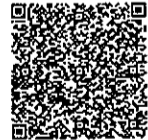
GOVERNMENT OF INDIA



विकास कुमार शर्मा  
 Vikash Kumar Sharma

जन्म वर्ष / Year of Birth : 1986  
 पुरुष / Male

5650 7464 4948



आधार — आम आदमी का अधिकार



बदर - १८		
६०४८	१२६	१३०
२०२३		

**CHALLAN**  
MTR Form Number-6



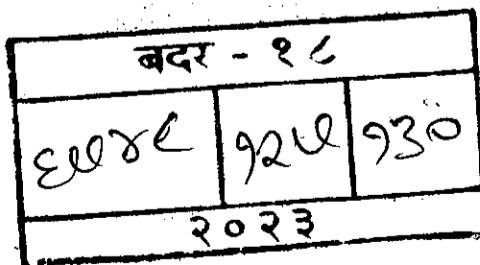
GRN	MH000738791202324E	BARCODE			Date	17/04/2023-18:08:13	Form ID	25.2	
Department				Inspector General Of Registration					
Type of Payment				Stamp Duty Registration Fee					
Office Name				BDR18 __JT SUB REGISTRAR ANDHERI 7		Payer Details			
Location				MUMBAI		Full Name			
Year				2023-2024 One Time		MR MANAN B DESAI AND OTHER			
Account Head Details				Amount In Rs.		Flat/Block No.			
0030045501 Stamp Duty				1245800.00		FLAT NO 102 1ST FLOOR EAST EDEN			
0030063301 Registration Fee				30000.00		Premises/Building			
						Road/Street			
						PARANJAPE SCHEME B NO. 3. HANUMAN ROAD			
						Area/Locality			
						VILE PARLE (E), MUMBAI			
						Town/City/District			
						PIN			
						4 0 0 0 5 7			
						Remarks (If Any)			
						SecondPartyName=PRIMA TERRA LANDMARK PVT LTD~			
						Amount In			
						Twelve Lakh Seventy Five Thousand Eight Hundred Rupees Only			
						Words			
						pees Only			
Payment Details				IDBI BANK		FOR USE IN RECEIVING BANK			
Cheque/DD Details						Bank CIN		Ref. No.	69103332023041720424 2803683984
Cheque/DD No.						Bank Date		RBI Date	17/04/2023-18:10:14 Not Verified with RBI
Name of Bank						Bank-Branch		IDBI BANK	
Name of Branch						Scroll No. , Date		100 , 18/04/2023	



Department ID : \_\_\_\_\_ Mobile No. : 7045686611  
 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.  
 सहाय्यक न्यायालय मुंबई न्यायालय कार्यालय अंधेरी पूर्व, मुंबई. न्यायालय न्यायालय कार्यालय अंधेरी पूर्व, मुंबई.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userld	Defacement Amount
1	(IS)-514-6748	0000389735202324	18/04/2023-13:12:20	IGR555	30000.00
2	(IS)-514-6748	0000389735202324	18/04/2023-13:12:20	IGR555	1245800.00
<b>Total Defacement Amount</b>					<b>12,75,800.00</b>





**D**ocument **H**andling **C**harges  
Inspector General of Registration & Stamps

**Receipt of Document Handling Charges**

PRN 1704202319701

Receipt Date 18/04/2023

Received from DHC, Mobile number 9100000000, an amount of Rs.600/-, towards Document Handling Charges for the Document to be registered on Document No. 6748 dated 18/04/2023 at the Sub Registrar office Joint S.R. Andheri 7 of the District Mumbai Sub-urban District.

DEFACED

₹ 600

DEFACED

**Payment Details**

Bank Name IBKL

Payment Date 17/04/2023

Bank CIN 10004152023041716196

REF No. 2829276678

Deface No 1704202319701D

Deface Date 18/04/2023

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

बदर - १८

६७४८ १२८ १३०  
२०२३



**D**ocument **H**andling **C**harges  
Inspector General of Registration & Stamps

**Receipt of Document Handling Charges**

PRN 1704202319632

Receipt Date 18/04/2023

Received from DHC, Mobile number 9800000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 6748 dated 18/04/2023 at the Sub Registrar office Joint S.R. Andheri 7 of the District Mumbai Sub-urban District.

DEFACED

₹ 2000

DEFACED

**Payment Details**

Bank Name IBKL

Payment Date 17/04/2023

Bank CIN 10004152023041716133

REF No. 2829275826

Deface No 1704202319632D

Deface Date 18/04/2023

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

514/6748

मंगळवार, 18 एप्रिल 2023 1:12 म.नं.

दस्त गोषवारा भाग-1

बदर 18

दस्त क्रमांक: 6748/2023

दस्त क्रमांक: बदर 18 /6748/2023

वाजार मूल्य: रु. 1,58,21,805/-

मोवदला: रु. 2,07,62,886/-

भरलेले मुद्रांक शुल्क: रु.12,45,800/-

दु. नि. मह. दु. नि. बदर 18 यांचे कार्यालयात

पावती: 7296

पावती दिनांक: 18/04/2023

अ. क्र. 6748 वर दि. 18-04-2023

मादरकरणाचे नाव: मनन बी देसाई

गेजी 1:03 म.नं. वा. हजर केला.

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2600.00

पृष्ठांची संख्या: 130

एकूण: 32600.00

दस्त हजर करणाऱ्याची सद्दी:

*(Signature)*

Joint S.R. Andheri-7

सह. दुय्यम निबंधक, अंधेरी क्र. ७

*(Signature)*

Joint S.R. Andheri-7

सह. दुय्यम निबंधक, अंधेरी क्र. ७

दस्ताचा प्रकार: करारनामा

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

शिक्रा क्र. 1 18 / 04 / 2023 01 : 03 : 49 PM ची वेळ: (मादरीकरण)

शिक्रा क्र. 2 18 / 04 / 2023 01 : 05 : 15 PM ची वेळ: (फी)

### प्रतिज्ञापत्र

सदर दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसार नोंदणीस दाखल केलेला आहे. दस्तातील संपूर्ण अजकूर निष्पादक व्यक्ती, साक्षीदार व सोबत जोडलेल्या कायदापत्रांची सत्यता तपासली आहे. दस्ताची सत्यता, वैधता कायदेशीर बाबींसाठी दस्त निष्पादक व कबुलीधारक हे संपूर्णपणे जबाबदार राहतील.

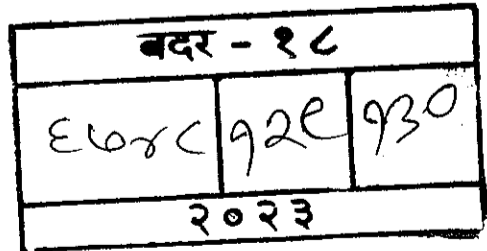
M. Sub. N. Dheka

लिहून देणारे

*(Signature)*

लिहून घेणारे

*(Signature)*





18/04/2023 1 19:52 PM

दस्त गोपवारा भाग-2

बदर 18

दस्त क्रमांक:6748/2023

दस्त क्रमांक :बदर 18/6748/2023

दस्ताचा प्रकार :-करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:प्राईमा टेग वॅडमार्क प्रा. लि चे ऑथोरिटीड मिग्रेटरी हर्षवर्धन टिन्नेवाला नफे मुखत्यार मिनेश भाटीया पत्ता:प्लॉट नं: ऑफिस - ए/44-45, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: रोड नं: 2, एम आय डी सी, रोड नं: अंधेरी पूर्व मुंबई, महाराष्ट्र, मुंबई. पॅन नंबर:AAACO8148A	लिहून देणार वय :-54 स्वाक्षरी:- <i>M. S. P. Bhetia</i>		
2	नाव:मनन बी देसाई पत्ता:प्लॉट नं: 405, माळा नं: -, इमारतीचे नाव: त्रिमूर्ती अपार्टमेंट, ब्लॉक नं: रमन शंकर मास्तेरनी स्ट्रीट, अंबाजी रोड, रोड नं: सुगत गुजरात, गुजरात, मूरत. पॅन नंबर:ANGPD4013P	लिहून घेणार वय :-33 स्वाक्षरी:- <i>Manan B. Desai</i>		
3	नाव:प्रथा मनन देसाई पत्ता:प्लॉट नं: 405, माळा नं: -, इमारतीचे नाव: त्रिमूर्ती अपार्टमेंट, ब्लॉक नं: रमन शंकर मास्तेरनी स्ट्रीट, अंबाजी रोड, रोड नं: सुगत गुजरात, गुजरात, मूरत. पॅन नंबर:AMPPD6276L	लिहून घेणार वय :-34 स्वाक्षरी:- <i>P. Desai</i>		

वरील दस्तऐवज करून देणार तथाकथीत करारनामा चा दस्त ऐवज करून दिल्याचे कबूल करताना.  
शिक्रा क्र.3 ची वेळ:18 / 04 / 2023 01 : 07 : 13 PM

ओळख:-

खालील इमम असे निवेदीत करताना की ते दस्तऐवज करून देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात.

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव:आरती भद्रेश्वर देसाई वय:30 पत्ता:बी-7 रिड्हर बँक अपार्टमेंट,वापस स्वामी नारायण मंदिराच्या बाजूला, अदाजन मूरत, गुजरात पिन कोड:395009	<i>Arati B. Desai</i> स्वाक्षरी	
2	नाव:विकाश कुमार शर्मा वय:35 पत्ता:बिल बिलवेरा, मधुवन नुनडू, झारखंड पिन कोड:828125	स्वाक्षरी <i>K. Sharma</i>	

बदर - १८  
६०४८ १३० १३०  
२०२३

शिकका क्र.4 ची वेळ:18 / 04 / 2023 01 : 08 : 42 PM

शिक्रा क्र.5 ची वेळ:18 / 04 / 2023 01 : 10 : 53 PM नोंदणी पुस्तक 1 मध्ये

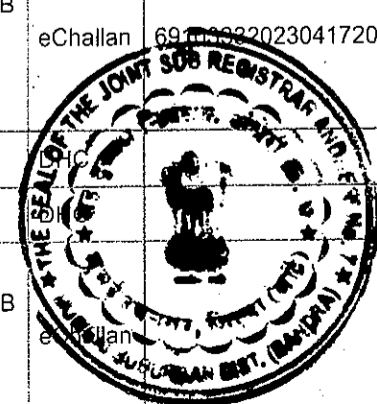
सह. दुय्यम निबंधक, अंधेरी क. ७

प्रमाणित करणेत येते की, या दस्तामध्ये एकूण...१३०...पाने आहेत.

सह. दुय्यम निबंधक, अंधेरी क. - ७  
मुंबई उपनगर जिल्हा

Payment Details.

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	MR MANAN B DESAI AND OTHER	eChallan	6910022023041720424	MH000738791202324E	1245800.00	SD	0000389735202324	18/04/2023
2				1704202319701	600	RF	1704202319701D	18/04/2023
3				1704202319632	2000	RF	1704202319632D	18/04/2023
4	MR MANAN B DESAI AND OTHER	eChallan		MH000738791202324E	30000	RF	0000389735202324	18/04/2023



बदर-१८/६०४८/२०२३  
पुस्तक क्रमांक १, क्रमांक.....  
नोंदणी दिनांक: १८/०४/२०२३

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

(परिमल वर्दम)

6748 /2023

सह. दुय्यम निबंधक, अंधेरी क.-७,  
मुंबई उपनगर जिल्हा.



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18/04/2023

सूची क्र.2

दुय्यम निबंधक : सह द.नि. अंधेरी 7

दस्न क्रमांक : 6748/2023

नोंदणी :

Regn:63m

## गावाचे नाव : विलेपार्ले

(1) विलेखाचा प्रकार	करगनामा
(2) मोबदला	20762886
(3) वाजारभाव(भाडेपट्ट्याच्या वाचनितपट्टाकार आकारणी देना की पट्टेदार ने नमूद करावे)	15821805
(4) भू-मापन, पोटहिस्सा व घरक्रमांक(अमल्याम)	1) पालिकेचे नाव: Mumbai Ma.na.pa. इतर वर्णन :सदनिका नं: 102, माळा नं: पहिला मजला, इमारतीचे नाव: ईस्ट ईडन, ब्लॉक नं: हनुमान रोड, रोड : विले पार्ले पूर्व मुंबई - 400057, इतर माहिती: सदनिकेचे क्षेत्र 717 चौ. फुट रेग कार्पेट व इतर वर्णन दस्तात नमूद केल्याप्रमाणे. ( ( C.T.S. Number : 663 (Pt.) ; ) )
(5) क्षेत्रफळ	1) 73.30 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्याम, प्रतिवादिचे नाव व पत्ता.	1): नाव:-प्राईमा टेग लॅडमार्क प्रा. लि चे ऑथोरिटीड मिश्रेंटी हर्षवर्धन टीनेवाला तर्फे मुख्यांग मिनेश भाटीया वय:-54; पत्ता:-प्लॉट नं: ऑफिस - 7/44-45, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: रोड नं. 2, एम आय डी सी , रोड नं: अंधेरी पूर्व मुंबई , महाराष्ट्र, मुंबई. पिन कोड:-400093 पॅन नं:-AAACO8148A
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्याम, प्रतिवादिचे नाव व पत्ता	1): नाव:-मनन वी देसाई वय:-33; पत्ता:-प्लॉट नं: 405, माळा नं: -, इमारतीचे नाव: त्रिमूर्ती अपार्टमेंट , ब्लॉक नं: रतन शंकर मास्तेरनी स्ट्रीट, अंबाजी रोड , रोड नं: सुरात गुजरात , गुजरात, मृगत. पिन कोड:-395003 पॅन नं:-ANGPD4013P 2): नाव:-प्रथा मनन देसाई वय:-34; पत्ता:-प्लॉट नं: 405, माळा नं: -, इमारतीचे नाव: त्रिमूर्ती अपार्टमेंट , ब्लॉक नं: रतन शंकर मास्तेरनी स्ट्रीट, अंबाजी रोड , रोड नं: सुरात गुजरात , गुजरात, मृगत. पिन कोड:-395003 पॅन नं:-AMPPD6276L
(9) दस्तऐवज करून दिल्याचा दिनांक	18/04/2023
(10) दस्न नोंदणी केल्याचा दिनांक	18/04/2023
(11) अनुक्रमांक, खंड व पृष्ठ	6748/2023
(12) वाजारभावाप्रमाणे मुद्रांक शुल्क	1245800
(13) वाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेर	



मुल्यांकनासाठी विचारात घेतलेला तपशील:-

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

दस्तासोबत सूची क्र. II

खरी प्रत

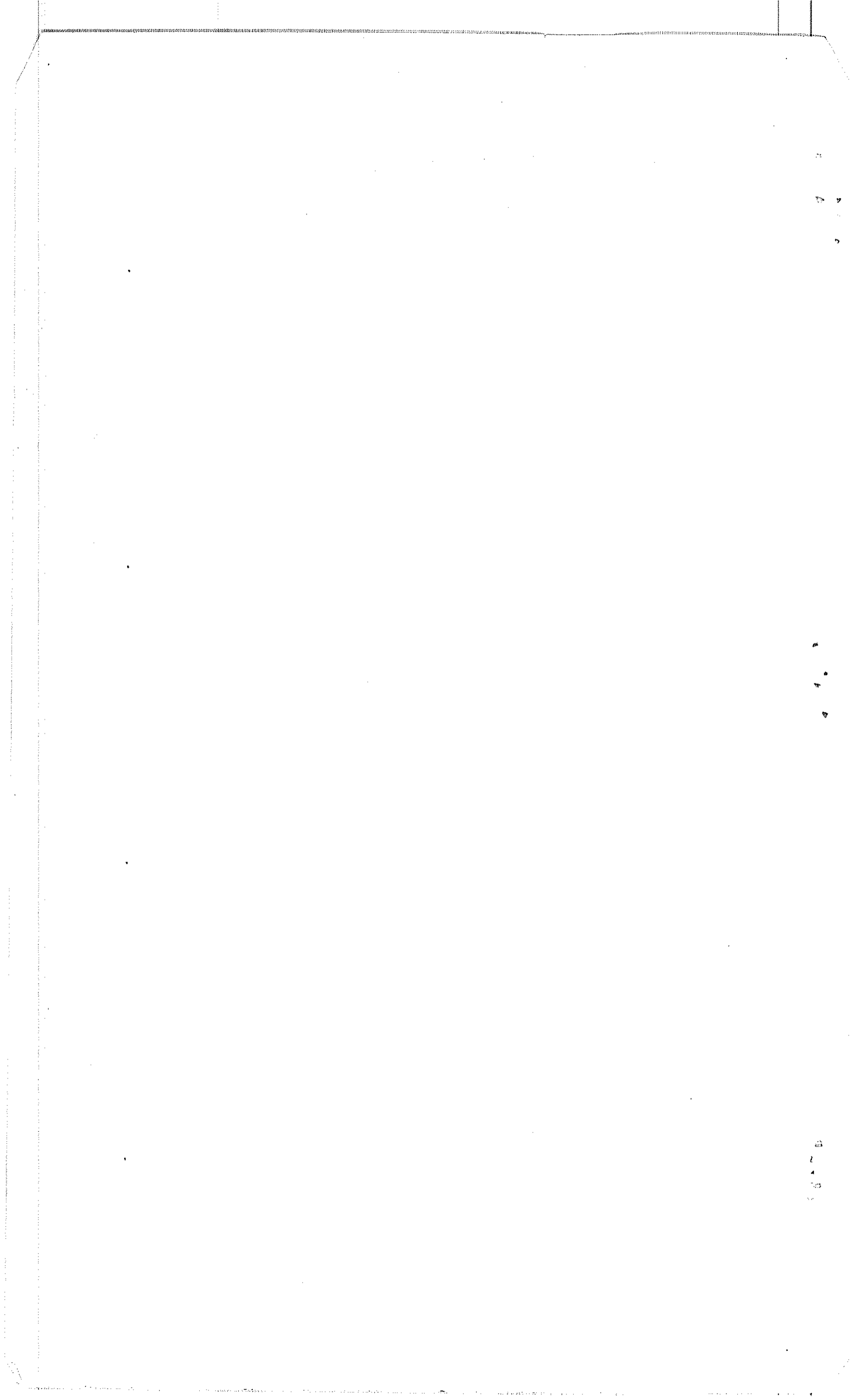
सह. दुय्यम निबंधक, अंधेरी क्र. ७  
मुंबई उपनगर जिल्हा.

Payment Details

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	MR MANAN B DESAI AND OTHER	eChallan	69103332023041720424	MH000738791202324E	1245800.00	SD	0000389735202324	18/04/2023
2		DHC		1704202319701	600	RF	1704202319701D	18/04/2023
3		DHC		1704202319632	2000	RF	1704202319632D	18/04/2023
4	MR MANAN B DESAI AND OTHER	eChallan		MH000738791202324E	30000	RF	0000389735202324	18/04/2023

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





\*\*\*\*\*

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021

\*\*\*\*\*

**BETWEEN**

**PRIMA TERRA LANDMARK PRIVATE LIMITED  
... the PROMOTER**

**AND**

**Mr. Manan B. Desai**

**Mrs. Pratha Manan Desai**

**... the Allotee**

**AGREEMENT FOR SALE**