



LETTER OF POSSESSION

Date : 18th December, 2020

To,
Ms. Charanjit Kaur Saini
48/304, Seawoods, NRI Complex, Phase -2,
Near DPS School, Sector-54, Nerul,
Mumbai-400706
Contact No. : 9320585101 / 9004375555

Dear Sir/Madam,

SUB : In respect of Flat/Premises bearing no. **601** on the **6th** floor in "**C**" wing, in the new building known "**Ruparel Orion**" ("**Building**"), bearing C.T.S. No. 470, (part) of Village Chembur, lying, being and situated at Near Swastik Park, Off Eastern Express Highway, Chembur (W), Mumbai – 400071 (hereinafter referred to as "the said Premises").

REF : (i) Agreement for sale dated **4th September, 2020** , (duly registered) in respect of the Premises.

We refer to the above Agreements and have to record and confirm as under:

1. We are pleased to inform you that, the part construction of the Building i.e. comprising of Basement + Ground + 01st to 15th Upper Floors for wing A & B. 01st to 14th Upper Floors for wing C & D (except flat no.5 of all floor in C wing) Pending the balance construction work of the Building, the concerned authority has issued the Part Occupation Certificate dated 29th May ,2020 & 27th July ,2020, bearing ref no SRA/ENG/2775/MW/MHL/AP & SRA/ENG/2775/MW/MHL/AP in respect of Basement + Ground + 01st to 15th Upper Floors for wing A & B. 01st to 14th Upper Floors for wing C & D (except flat no.5 of all floor in C wing) .
2. You have seen and verified the Premises and the physical attributes of the Premises and you have after inspection of the same accepted the area and have also verified the sanctioned plans (as revised from time to time) and permission (as revised from time to time) of the building viz. "**RUPAREL ORION**" being constructed on portion of the above subject land ("**Property**") and have unconditionally accepted the same. You have given us your further no objection for amending and or modifying and or altering the said plans from time to time.

3. You have inspected and examined the Building as also the Premises and have found no complaint of any nature whatsoever either in respect of the construction or the amenities provided or the Premises including the electrical/plumbing work done or in respect of any other work done therein and you are fully satisfied that:
- (i) The construction of the portion of the Building comprising of two level Basement + Ground + 01st to 15th Upper Floors for wing A & B. 01st to 14th Upper Floors for wing C & D (except flat no.5 of all floor in C wing) has been constructed in accordance with the Building plans thereof sanctioned by the concerned authority from time to time.
 - (ii) The amenities and materials used in the Premises are as agreed under the Agreement for Sale and as requested by you and the same is of good quality. You are satisfied with what is provided and have no complaints in regards to what is provided.
 - (iii) The materials used for construction of the Building including the Premises and the workmanship are as agreed and of good quality.
 - (iv) The plumbing, drainage and electric connections and other utilities are in good working condition.
 - (v) The lifts, plumbing, drainage and electric connections and other utilities are in good working condition.
 - (vi) There is no dampness, seepage, and water logging in the Premises or the Building.
 - (vii) There are no defects either in the materials or in workmanship in the Premises or in the Building and you have no complaint or grievance of any nature whatsoever in respect thereof.
 - (viii) The area of the Premises conforms to what is provided for in the Agreements.
4. You are aware that the portion of the Building comprising of Basement + Ground + 01st to 15th Upper Floors for wing A & B. 01st to 14th Upper

Floors for wing C & D (except flat no.5 of all floor in C wing) has been constructed and the balance portion of the Building is under construction. We have also informed you that we are constructing further buildings on the Property. You agree and undertake neither to call upon us to stop the construction work on the Property and or vacate the Property nor shall you demand and or ask us to stop putting up any additional structure/s on the Property or any part thereof nor shall you claims and or demand any right, title, interest or claim of any kind whatsoever in the said additional structure/s and building/s, for any reasons whatsoever. The details of such further development and your Consent / NOC are given in the Agreements and other documents executed by you, from time to time.

5. You have agreed that you will not insist upon us for handing over the possession of the entire Building and or Property or any part thereof till the entire balance / remaining construction work on the Property has been fully completed and all the purchasers of the various other flats / units / premises and other premises in the Project have paid their entire dues under their respective agreements to us.
6. You further confirm that in the event of any further F.S.I. and or Fungible F.S.I. and or T.D.R. and or any other benefits available on the said property till the property is transferred to the proposed Society and/or Limited Company and/or Condominium and/or Apex Body ("**Organisation**"), as a result of change in law in future or otherwise, we shall be entitled to utilize such further/additional F.S.I. and or Fungible F.S.I. and or T.D.R. and or any other benefits on the Property by constructing further on the property after we get necessary plans sanctioned even after the transfer or otherwise. You hereby give your express no objection and consent with respect to same and shall give your co-operation and all facilities in all possible manners for the same. A covenant to this effect will be included in the ultimate conveyance/lease/assignment.
7. You will not complain to MCGM / B.M.C / SRA / concerned authorities against us during and in course and in respect of the construction or

otherwise on the ground of nuisance or on any other ground. We will be entitled to continue store building material etc., at any place in the compound. You will not object for the same in any manner whatsoever.

8. We upon your request and confirmation of the aforesaid and subject to the compliance of the conditions mentioned hereinafter, we have today, pending the balance development of the Property and the balance portion of the Building are hereby handing over the vacant and peaceful physical possession of the Premises as per the terms of the Agreements :
- (i) Any internal work of furniture and fixtures and/ or interior decorations shall be at your own costs, charges and expenses and strictly in accordance with the terms and conditions of the Agreements and subject to the compliance of all Statutory Rules and Regulations and obtaining our written consent and approval and also subject to you depositing a sum of Rs. 3,00,000/- (Rupees Three Lakhs Only), (without interest) ("**the Deposit**") with us towards the same. You hereby agree and undertake that, you shall not do any acts or things in the Premises nor shall you carry out any addition/s, alteration/s, modification/s, structural changes including demolition of internal walls either in or outside the Premises, etc. in the Premises, due to which we may be unable to obtain any further permission, approval and or sanction from the Concerned Authority for completing the balance construction of the Building and otherwise on the Property and or cause the Part Occupation Certificate to be cancelled / terminated / revoked by the concerned authorities and or we are unable to obtain the full O.C. from the concerned authorities, then the said Deposit shall be forfeited by us and you shall not raise any objection for the same.
 - (ii) Our prior written permission and that of Concerned Statutory Authority is required for erection of grills, or to its exterior, external facade, etc.
 - (iii) You alone shall be liable and responsible for any damage that may be caused by you to the Premises or to the Building or any part

thereof due to any act or omission on your part in carrying out such changes, additions, alterations, etc. and you will indemnify and keep us indemnified of from and against all costs, charges and expenses and consequences arising due to such act or omission.

- (iv) Subject to, your obtaining our prior consent and the consent and permission of the statutory authority, you, your workmen and agents shall be solely responsible for all work carried out and the materials and amenities used in the Premises shall in no event be held liable and or responsible for the same nor shall we be liable for any defect arising thereof. Kindly note that the common area outside the Premises shall be common for all the other members and the flat / premises / unit purchasers. However you shall be solely responsible be liable to maintain, clean, etc. the same at your cost and expenses.
- (v) You and your workers and agents shall not be permitted to do any act, matters, work, etc. which may / will create any nuisance, disturbance or pose a health hazard to occupants in the other premises or any part of the building/s or Property you shall not cause any nuisance, hindrances, etc., at any time to the other members, purchasers, occupiers of other premises/ shop/flats/units in the Building or any part of the Property.
- (vi) You are required to make suitable arrangements for removal of debris, if any.
- (vii) You agree & undertake to pay the amounts towards security deposit, as and when called upon you by us from time to time.
- (viii) The allotment of the Premises in the Building constructed by us exclusively for residence purpose only and you shall not change the user thereof and or do any-thing which may prejudice our development rights in or upon the Building and or other building/s on the Property and/or the Property, which is being developed by us.

- (ix) The terms and conditions contained in the Agreements shall be binding and applicable to you even after taking possession of the Premises.
 - (x) The terms and conditions contained in diverse agreements made or to be made between us and the purchasers of the other flats and other premises comprised in the Project shall be binding upon you and you will not raise any objection to the same.
9. We, our servants and agents and all persons authorized by us shall have full right and absolute authority to enter upon or remain on the Property for carrying out and completing the remaining / balance development of and construction of the remaining portion of the Building and the Property for which you have given your specific irrevocable consent.
10. You have agreed to pay your proportionate share in the event of any short fall towards, the taxes, ground rent (if any), water taxes, electricity charges, all expenses for maintenance of the Building and the Project and all outgoings whatsoever as may be determined by us until the Organisation takes charge and control of management of the said Building. You have agreed and undertaken to bear and pay regularly every month maintenance charges, water taxes, electricity charges, assessment charges and other outgoings in respect of the Premises including taxes, ground rent (if any), water taxes, as and when called upon you, in event of any short fall.
11. You further confirm that you have been handed over vacant and peaceful physical possession of the Premises in accordance with the Agreements entered into between us and shall keep the Premises in good condition in every respect.
12. You have also checked that the Electricity Meter No. _____ is connected and linked to Unit No. **C-601** (that is the Premises), as on the date hereof.

13. You shall agree to abide by all the obligations and covenants as provided and embodied in the Agreements or otherwise applicable to all the occupants in the Property as also agree to abide by the bye-laws and rules and regulations of the Organisation that may be formed and registered.
14. You shall not raise any object against us or our nominee giving the open space in terrace for the purpose of putting up cellular antenna on terrace and related equipment's on leave & license basis and our right or our nominee shall continue even after the transfer of Property to the Organisation.
15. As you are aware that there is/are premises/ units/shops/office/flats in the Building and other buildings being proposed to be constructed on the Property, which we shall sell and or transfer alongwith the exclusive rights to park their vehicles in the basement / stilt / podium / open spaces, etc. as we may deem fit and proper to the intending purchasers. You are aware of the said fact and have purchased the Premises with the knowledge thereof. You will not object to the grant such rights on the basement / stilt / podium / open spaces for parking vehicle, etc. and have accepted the same. A covenant to this effect be put in the ultimate conveyance to be granted in favour of the Organisation. The said covenant shall run with the land. You shall not be entitled to object and shall not object to the said covenant being put in the said conveyance.
16. You shall further confirm that you will have no objection to and you will always keep the name of the building as "**RUPAREL ORION**". The said name will not be changed and or allowed to be changed by you under any circumstances. A covenant to this effect which will run with the land will be included in the ultimate conveyance / lease / assignment and you will not object to such covenant.
17. You are aware and confirm that after sale of all flats/premises/shops and other saleable premises by whatever name called, receipt of entire consideration amount therefrom, receipt of full occupation certificate and



formation of the Organisation, the conveyance / lease / assignment of building will be executed in favour of the Organisation. You have further agreed that you shall not insist on having conveyance / lease / assignment of the Building or assignment/ lease of land under and appurtenant to the Building till the end of the stipulated period as aforesaid and till the entire Project has been completed in full respect

18. We have informed you that and which you are also aware that as far as water supply is concerned the same will in accordance with the rules and regulations of BMC / MCGM / concerned authorities
19. Please note that the earmarking of the Car Parking Space shall be carried out by us vide a Lottery System, till then we permit you park your vehicle in the temporary car parking space. You also confirm that you will not to use the open portions of compound for parking your cars or otherwise in any manner.
20. You further confirm that you will pay all the outgoings payable in respect of the Premises as and when demanded by us without you raising any question within 7 days of intimation of the same and if you fail to make payment without prejudice to our other rights you will be liable to pay interest on such default payment from the date of default.
21. You confirm that you are aware that the full occupation certificate in respect of the Building has still not been received and that the Building is under construction.
22. You have accepted the above with full knowledge and without any coercion and/or pressure and after totally understanding the implications thereof.
23. Save and except as modified by this writing the provision of regular agreement and all other writing between us shall remain in full force and binding on us.

24. This writing will be binding on you and your heirs, executors, administrators etc., as also your transferees/transferee from time to time.
25. You are aware that upon you agreeing with the aforesaid terms and conditions and relying on the same we have today handed over to you quiet, vacant and peaceful physical possession of the Premises, which you have confirmed, accepted and acknowledged by counter signing this letter.

Yours truly,

FOR K. D. LITE DEVELOPERS PRIVATE LIMITED



Director / Authorized Signatory

I / We do and each of us both hereby agree, accept and confirm the terms, conditions, undertakings and Indemnities mentioned hereinabove and further confirm having received the keys of the Premises and that you have handed over to us the physical possession of the Premises.



Ms. Charanjit Kaur Saini

PAYMENT RECEIPT



Receipt Date: 17-08-2020

Ms. Charanjit Kaur Saini
48/304, Seawoods, NRI Complex,
Phase 2, Near DPS school, Sector-54, Nerul,
Navi Mumbai-400706

Project	Ruparel Orion
Wing	C
Flat No.	601
Floor	6 th

Payment Milestone	Principle Received	GST Received
Part Payment	1,00,000/-	0/-
Total		1,00,000/-
Rupees: One Lakh Only.		

The above payment(s) have been made via the following modes:-

Payment Mode	Bank Name	Instrument Date	Instrument Number	Amount
Cheque	PMC Bank	22-Jul-19	006168	1,00,000
Total				1,00,000
Rupees: One Lakh Only				

We hereby acknowledge and thank you for the above payments.

MahaRERA No. - P51800004525

GST No. - 27AAECK9069N1ZQ

For any queries, please contact your Relationship Manager - "Sakshi Jain" on Landline no. 022-24391100 or Mobile No. +91-8657764155 you can email on sakshi@ruparel.in

For K D Lite Developers Pvt Ltd,

Authorised Signatory

*Cheques are subject to realisation

*Subject to clear from Accounts/Engineering department.

RUPAREL REALTY

Corporate Office: Ruparel Iris, Level 1 & 2, Next to Agmark Laboratory, Senapati Bapat Marg,
Matunga Road (West), Mumbai - 400 016.

Tel No.: 022 2439 1100 • Email: info@ruparel.in • Website: www.ruparel.in

PAYMENT RECEIPT



Receipt Date: 17-08-2020

Ms. Charanjit Kaur Saini
48/304, Seawoods, NRI Complex,
Phase 2, Near DPS school, Sector-54, Nerul,
Navi Mumbai-400706

Project	Ruparel Orion
Wing	C
Flat No.	601
Floor	6 th

Payment Milestone	Principle Received	GST Received
Part Payment	1,32,00,000/-	0/-
Total		1,32,00,000/-
Rupees: One Crore Thirty Two Lakhs Only.		

The above payment(s) have been made via the following modes:-

Payment Mode	Bank Name	Instrument Date	Instrument Number	Type of Payment	Amount
Adjustment against Services provided by you	-	07-09-2019	-	Principle	1,32,00,000
Total					1,32,00,000
Rupees: One Crore Thirty Two Lakhs Only					

We hereby acknowledge and thank you for the above payments.

MahaRERA No. - PS1800004525
GST No. - 27AAECK9069N1ZQ

For any queries, please contact your Relationship Manager - "Sakshi Jain" on Landline no. 022-24391100 or Mobile No. +91-8657764155 you can email on sakshi@ruparel.in

For K D Lite Developers Pvt Ltd,

Authorised Signatory

*Cheques are subject to realisation

*Subject to clear from Accounts/Engineering department.

RUPAREL REALTY

Corporate Office: Ruparel Iris, Level 1 & 2, Next to Agmark Laboratory, Senapati Bapat Marg,
Maitunga Road (West), Mumbai - 400 016
Tel. No. 022 2439 1100 • Email info@ruparel.in • Website www.ruparel.in

AGREEMENT FOR SALE

BETWEEN

K.D. LITE DEVELOPERS PVT. LTD.

AND

Ms. Charanjit Kaur Saini

FLAT NO. 601 ON 6th FLOOR, IN WING "C" IN RUPAREL ORION

170 x 170

Friday, September 04, 2020

2:36 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 6612 दिनांक: 04/09/2020

गावाचे नाव: चेंबूर

दस्तऐवजाचा अनुक्रमांक: करल2-6170-2020

दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: चरणजीत कौर सैनी

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 3000.00

पृष्ठांची संख्या: 150

एकूण:

रु. 33000.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

2:56 PM ह्या वेळेस मिळेल.

सह दुर्निबंधक कुर्ला 2

बाजार मूल्य: रु. 12826136.925/-

मोबदला रु. 20350000/-

भरलेले मुद्रांक शुल्क: रु. 407000/-

सह दुर्निबंधक (वर्ग-२)

कुर्ला ज. २

1) देयकाचा प्रकार: DHC रक्कम: रु. 1000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0409202002471 दिनांक: 04/09/2020

बँकेचे नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0409202002429 दिनांक: 04/09/2020

बँकेचे नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH003963871202021P दिनांक: 04/09/2020

बँकेचे नाव व पत्ता:

Bain

0.7 SEP 2020
ORIGINAL REGISTERED
DOCUMENT DELIVERED



07/09/2020

सूची क्र.2

दस्तावेज क्र. : सह दु.वि. कुर्ला-२

दस्तावेज क्र. : 6170/2020

नोदणी

Regn 03m

पत्राचे नाव : चौकूर

(1) विहीनता प्रमाण	कन्सलर
(2) नोदणी	201500000
(3) नोदणीकर/भाडेपट्टाकर/सहकारी/असहकारी नोदणी देणे की परतदार ते नमुद करावे)	12826136.925
(4) नू-मार्ग, पोटहिसा व धरकमाक (असहकारी)	1) पोलिकेचे नाव: मुंबई मगपा हार वार्डन (सदनेक नं: 601, माळा नं: 6 वा मजला, इमारतीचे नाव: सी डी, स्थलेत ओरिओन, ब्लॉक नं: चौकूर मूठ 400071, रोड: साक्षिक चक जवळ, इस्टन एसोसिएट हाउस, 5/1 मॉडेली: सदनेकचे सीट रेस कार्टेड एरिंग 820 ची फूट, सीमा 1 कार चक्रेम, (C.F.S. Number: 470 pt.))
(5) क्षेत्रक	1) 83.03 चौ.मीटर
(6) अकारणी किंवा मुडी देण्यात असेल तेव्हा,	
(7) दस्तऐवज करून देण-वा/लिहून देणक-वा पत्रकाराचे नाव किंवा दिवाणी नावातमाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिने नाव व पत्ता,	1): नाव:- के टी लाईट डेव्हलपर्स प्रा. लि. तर्फे संघटक अभियंता मईर स्थलेत चौक्या वांनिने कुमु मल्लन साधर नवईक खडे कर:-39; पत्ता:- प्लॉट नं: 1, 2 मजला, इमारतीचे नाव: प्लॉट नं 273 स्फोरल आगरीक, ब्लॉक नं: बिग ब्रॉडर जवळ, रोड नं: सेनापती बाबर मार्ग, महाराष्ट्र, मुंबई. फिन कोड:-400016 पिन नं:-AAECK90699N
(8) दस्तऐवज करून देण-वा पत्रकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिने नाव व पत्ता	1): नाव:- परमजीत कोर सेनी वष:-21; पत्ता:- प्लॉट नं: 48/304, माळा नं: 1, इमारतीचे नाव: सीव्हीए, एन-एच-आय कॉम्प्लेक्स, ब्लॉक नं: नरुल नवी मुंबई, रोड नं: फेज - 2, डिपीएस सुलजवळ, सेक्टर 54, महाराष्ट्र, ठाणे. फिन कोड:-400706 पिन नं:-JQTPS97553
(9) दस्तऐवज करून दिल्याचा दिनांक	04/09/2020
(10) दस्ता नोदणी केल्याचा दिनांक	04/09/2020
(11) अनुक्रमीक, खंड व पृष्ठ	6170/2020
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	407000
(13) बाजारभावाप्रमाणे नोदणी शुल्क	30000
(14) खेरा	

मुल्यांकनासाठी निचारात घेलेला तपशील:-

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

सुलभ व्यवहारासाठी नागरिकांचे सहजीकरण
दस्तऐवज नोदणीनंतर प्रिलिम्स/ कर नोदवही अद्ययावत करणे गरजेचे आहे.
या व्यवहाराचे प्रक्रिया पत्र ई-मेल द्वारे मुंबई महानगरपालिकेस पाठविणेत असेल आहे.
अशा ई दस्तऐवज दाखल करण्यासाठी कोणत्याही स्वरूपाचे कागदी आवश्यकता नाही.

Integrated Governance enabling You to Do Business Easily

It is necessary to update Relevant records of Property/ Property tax after registration of document.
Details of this transaction have been forwarded by Email (dated 04/09/2020) to Municipal Corporation of Greater Mumbai.
No need to spend your valuable time and energy to submit this documents in person.



सह दु.वि. निबंधक कुर्ला-२
मुंबई उपनगर जिल्हा

Index-II

Page 2 of 2

Payment Details

Sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	CHARANJIT KAUR	eChallan	10000502020090301778	MH003963871202021P	407000.00	SD	0001773735202021	04/09/2020
2		DHC		0409202002471	1000	RF	0409202002471D	04/09/2020
3		DHC		0409202002429	2000	RF	0409202002429D	04/09/2020
4	CHARANJIT KAUR	eChallan		MH003963871202021P	30000	RF	0001773735202021	04/09/2020

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

मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)					
Valuation ID :		202009041623		04 September 2020 12:18 PM	
मूल्यांकनाचे वर्ष		2020			
जिल्हा		मुंबई उपनगर			
मूल्य विभाग		१४. चेंबूर - कुर्ला			
उप मूल्य विभाग		१४.२४२भाग दुर्लगाती मार्ग, समकृष्ण चेंबूरकर मार्ग व व्ही एन गुरुब मार्ग यांनी वेढलेला भूभाग			
सर्वे नंबर - न भू क्रमांक		सि टी एस नंबर ४४७०			
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.					
खुली जमीन	निवासी सदनिका	कच्चातप	दुकाने	औद्योगिक	सहसंस्थापनाचे एकक
49500	139900	153900	167900	119900	चौरस मीटर
बांधीव क्षेत्राची माहिती					
बांधकाम क्षेत्र (Built Up)	81.81 चौरस मीटर	मिळकतीचा वापर	निवासी सदनिका	मिळकतीचा प्रकार	बांधीव
बांधकामाचे वर्गीकरण	1-आर सी सी	मिळकतीचे वय	0 to 19 वर्ष	मूल्यदर/बांधकामाचा दर	Rs. 146895/-
उद्भावना सुविधा	आहे	मजला	5th Floor To 10th Floor		
Sale Type - First Sale Sale-Resale of built up Property constructed after circular dt 02/01/2018					
मजला निहाय घट/वाढ			<div style="border: 1px solid black; padding: 5px; text-align: center;"> करल-२ ₹ 9,000 9 150 २०२० </div>		
			= 105% apply to rate= Rs.146895/-		
घसा-यानुसार मिळकतीचा प्रति चौ मीटर मूल्यदर					
॥ वार्षिक मूल्यदर - खुल्या जमिनीचा दर ॥ घसा-यानुसार टक्केवारी ॥ खुल्या जमिनीचा दर ॥ $= ((146895-49500) * (100 / 100)) + 49500$ $= Rs.146895/-$					
A) मुख्य मिळकतीचे मूल्य					
$= \text{वरील प्रमाणे मूल्य दर} * \text{मिळकतीचे क्षेत्र}$ $= 146895 * 81.83$ $= Rs.12314207.85/-$					
E) बंदिस्त वाहन तळाचे क्षेत्र					
बंदिस्त वाहन तळाचे मूल्य					
$= 13.94 * (146895 * 25/100)$ $= Rs.511929.075/-$					
एकत्रित अंतिम मूल्य					
$= \text{मुख्य मिळकतीचे मूल्य} + \text{तळाच्याचे मूल्य} + \text{सेट्मेंट/वॉल मजला क्षेत्र मूल्य} + \text{सगळ्या गळीचे मूल्य} + \text{वरील गळीचे मूल्य} + \text{बंदिस्त वाहन तळाचे मूल्य} + \text{खुल्या जमिनीवरील वाहन तळाचे मूल्य} + \text{दुमाराती भोवतीच्या खुल्या जागेचे मूल्य} + \text{बंदिस्त बांधकाम}$ $= A + B + C + D + E + F + G + H + I$ $= 12314207.85 + 0 + 0 + 0 + 511929.075 + 0 + 0 + 0 + 0$ $= Rs.12826136.925/-$					

Home

Print



सह दुय्यम निबंधक कुर्ला-२
मुंबई उपनगर जिल्हा



CHALLAN
MTR Form Number-6



GRN	MH003963871202021P	BARCODE			Date	03/09/2020-18:49:43	Form ID	25.2
Department					Inspector General Of Registration			
Type of Payment					Registration Fee			
Office Name					KRL1_JT SUB REGISTRAR KURLA NO 1			
Location					MUMBAI			
Year					2020-2021 One Time			
Flat/Block No.					Flat no 601, C- Wing, 6th floor Ruparel Orion,			
Premises/Building					Swastik Park, Eastern Express Hwy, Postal			

Account Head Details	Amount In Rs.	Colony,
0030045501 Stamp Duty	407000.00	Chembur
0030063301 Registration Fee	30000.00	Mumbai
		Town/City/District
		PIN
		Remarks (If Any)
		SecondPartyName=KD LITE DEVELOPERS-
		Amount In
		Words
Total	4,37,000.00	

करल-२		
६१८८	३	१५०
२०३०		
Seven Thousand Rupees Only		

Payment Details		STATE BANK OF INDIA		FOR USE IN RECEIVING BANK	
Cheque/DD Details		Bank CIN	Ref. No.	10000502020090301778	3175814124215
Cheque/DD No.		Bank Date	RBI Date	03/09/2020-18:58:22	Not Verified with RBI
Name of Bank		Bank-Branch	STATE BANK OF INDIA		
Name of Branch		Scroll No. , Date	Not Verified with Scroll		

Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चरण केवल दृश्य निबंधक कार्यालय नोंदणी करावयाच्या दस्तावेजांसाठी लागू आहे. अननोंदणीत दस्तावेजांसाठी सदर चरण लागू नाही.



Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 0409202002429	Date 04/09/2020
Received from K D Lite Developers Pvt Ltd, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered(ISARITA) in the Sub Registrar office Joint S.R. Kurla 2 of the District Mumbai Sub-urban District.	
Payment Details	
Bank Name sbiepay	Date 04/09/2020
Bank CIN 10004152020090402224	REF No. 202024850166919
This is computer generated receipt, hence no signature is required.	

करल-२		
६९७०	५	१४०
२०२०		



Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 0409202002471	Date 04/09/2020
Received from K D Lite Developers Pvt Ltd, Mobile number 0000000000, an amount of Rs.1000/-, towards Document Handling Charges for the Document to be registered(ISARITA) in the Sub Registrar office Joint S.R. Kurla 2 of the District Mumbai Sub-urban District.	
Payment Details	
Bank Name sbiepay	Date 04/09/2020
Bank CIN 10004152020090402264	REF No. 202024850118604
This is computer generated receipt, hence no signature is required.	

करल-२		
E960	0	950
३०२०		





करल-२		
E960	९	940
२०२०		

AGREEMENT FOR SALE

THIS ARTICLES OF AGREEMENT made at Mumbai this 4th day of Sept. in the Christian Year 2020,
TWO THOUSAND TWENTY (2020),

BETWEEN

KD LITE DEVELOPERS PRIVATE LIMITED (formerly known as M/s. K.D. Lite Developers) a company incorporated under the Companies Act, 1956, having its corporate office at Ruparel Iris, 1st Floor, Plot No. 273, Near Big Bazaar, Senapati Bapat Marg, Matunga Road (West), Mumbai – 400016, hereinafter referred to as "**THE PROMOTERS**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its administrators, successors in business and assigns) **OF THE ONE PART;**

AND

Ms. Charanjit Kaur Saini, an/both adult/adults, Indian inhabitant/s residing at **48/304, Seawoods, NRI Complex, Phase – 2, Near DPS School, Sector 54, Nerul Navi Mumbai 400706**, hereinafter called "**the ALLOTTEE/S**", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individual include his/her/their respective heirs, executors, administrators and permitted assigns / in case of the HUF, the members and the coparceners of HUF from time to time and the last surviving member and coparcener and the legal heirs, executors and administrators of such last surviving member /in case of partnership firm the partners or partner as at present constituting the said firm the survivors or survivor of them and the heirs, executors, administrators and permitted assigns of the last survivor or survivors and in case of a limited company / corporate body its successors and permitted assigns) **OF THE OTHER PART;**

AMR

AMR

Maharashtra Housing & Area Development Authority (MHADA) is the owner of the land/Property to be developed under SRA Scheme/Provisions bearing C.T.S. No. 470 (part) together with the structures standing thereon, situated at Village Chembur, lying, being and situated at Off Eastern Express Highway, Near Swastik Park, Mumbai-400 071, within the Registration District of Mumbai and Mumbai Suburban-District

- B. The above property was occupied by various persons who were residing with their respective families in their respective structures, hutments who had formed themselves into a society namely N. G. Acharya Nagar Co-op. Hsg. Soc. Ltd., a society registered under the Maharashtra Co-op. Soc. Act 1960 under No. BOM / WM / HSG / TO / 4950 / 1989 - 90 (hereinafter referred to as "the said Society").
- C. By an Indenture of Lease dated 25th January, 1994 duly registered with the Sub-Registrar of Assurances at Bandra under No. P 500/1994 on 25th January, 1994 made and entered into between "N.G. Acharya Nagar Co-op. Hsg. Society Ltd." i.e. the said society on one hand and MHADA on other hand, MHADA has interalia granted lease of the Property bearing CTS No. 470 (part) measuring 5672 sq. mtrs. or thereabouts of Village Chembur in the Registration District of Mumbai Suburban District in favour of the said Society, for consideration and on the terms, conditions and covenants mentioned therein.
- D. The Property was completely occupied by members of the said Society / tenants / occupants. In the events that have occurred the society has become entitled to as lessees the property bearing CTS No. 470 (part) admeasuring 6784.30 sq. mtrs. together with structures thereon of Village Chembur in Mumbai Suburban District, lying being and situate at Off Eastern Express Highway, Near Swastik Park, Mumbai-400 071, being the property more particularly described in the Schedule hereunder written and shown on the plan in RED colour boundary line and annexed hereto as **ANNEXURE "A"** hereto (hereinafter referred to as "**the Property**").
- F. By Special General Body Meeting dated 22nd February, 2004, the said Society interalia vide Resolution No. 2 did resolve to adopt the Slum Rehabilitation Scheme, to acquire free of cost permanent alternate accommodation each having carpet area of 466.40 sq. ft. and to assign to one **M/S. MIDAS BUILDERS** through its partnership Mr. Suresh Chawda and **Smt. Irene Edwyn D'Mello** having its address at 38/1, TN Sadanand CHS Ltd. Tilak Nagar, Chembur, Mumbai 400 089, the development work of the said Property, under Regulation No. 33 (10) of the Development Control Regulation for Greater Mumbai 1991.
- G. The appropriate authority i.e. Slum Rehabilitation Authority ("**S.R.A.**") has issued Annexure II, setting out details of the eligible and non-eligible slum dwellers.
- H. The Slum Rehabilitation Authority has thereafter issued Annexure III on 06th September, 2012 which was revised from time to time bearing no. SRA / ACCT / ANNEXIII / CERT / 954 / 2012 / 2207, setting out details of the SRA Scheme.
- I. By a Development Agreement dated 6th April, 2004, made and entered into between the Society through its authorized committee members/office bearers (therein referred to as "the Society") of the one part and M/s. Midas Builders (therein referred to as "the Developers") of the other part, the Society therein agreed to grant all the development rights in respect of the said Property to

AmR

[Signature]

करल-२		
६९००	९९	९५०
२०२०		

M/s. Midas Builders, for the consideration and on the terms and conditions more particularly set out therein.

- J. By a Declaration dated 21st July, 2007 made and executed by the said Society (therein referred to as "the Owners") the Society has interalia confirmed the above Development Agreement dated 6th April, 2004. The said Declaration is duly registered in Sub-Registrar of Assurances at Kurla under No. BDR/30/5772 of 2007.
- K. Thereafter the said Society has also executed an Irrevocable Power of Attorney dated 18th August, 2007, registered with the Sub-Registrar of Assurances under serial No. BDR/13/6480/2007 dated 18th August, 2007, in favour Smt. Irene Edwyn D'Mello, sole proprietor of the said M/s. Midas Builders interalia to obtain various statutory permissions, carry on construction / development works on the said Property, to sell the premises to be constructed from the FSI available and to appropriate the sale proceeds thereof and to do various acts, deeds, matters and things in respect of the said property.
- L. The said M/s. Midas Builders also obtained individual irrevocable consents and have entered into separate individual agreements with all slum dwellers / tenants / occupants on the said property.
- M. The Slum Rehabilitation Authority issued Letter of Intent dated 8th November, 2007, bearing No. SRA/ENG/881/MW/MHL/LOI, permitting slum redevelopment under Regulation No. 33 (10) and Appendix - IV of the Development Control Regulation for Greater Mumbai 1991, to the M/s. Midas Builders.
- N. By Development Agreement dated 24th December, 2007, registered with the Sub-Registrar of Assurances under serial No. BDR/7/06396/2007 dated 24th December, 2007, the Society (therein referred to as "the Society") of the One Part and the said M/s. Midas Builders, (therein referred to as "the said Developers") of the Other Part and the Promoters herein i.e. M/s. K.D. Life Developers, (therein referred to as "the said Sub-Developers") of Second Part and the said Society and the said M/s. Midas Builders granted the development rights to the Sub-Developer therein free from all encumbrances, claims, demands and burdens, in respect of the whole of the Sale Building, to be constructed on a portion of the said property by utilizing FSI, as more particularly set out therein for consideration and on the terms and conditions mentioned therein.
- O. Pursuant to the Resolution passed in Special General Meeting of the Society held on 30th December, 2011, it was resolved to grant development right to the said property to the Promoters herein alone.
- P. By a Common Consent dated 10th January, 2012, the 238 members of the said Society have consented to redevelopment of the said property by the Promoters herein.
- Q. Pursuant to the above resolution by Development Agreement dated 9th April, 2012, made and entered into between the Society through its authorized committee members/office bearers (therein referred to as "the Society") of the one part and the Promoters (therein referred to as "the Developers") of the other part, the Society therein agreed to grant all the development rights in respect of the said Property to the Promoters, for the consideration and on the terms and conditions more particularly set out therein.



AMR

Signature

R. Thereafter the said Society has also executed an Irrevocable Power of Attorney dated 9th April, 2012, in favour of the Promoters Interalia to obtain various statutory permissions, carry on construction / development works on the said Property, to sell the premises to be constructed from the FSI available and to appropriate the sale proceeds thereof and to do various acts, deeds, matters and things in respect of the said property

By an Undertaking dated 8th May, 2012, registered with the Sub-Registrar of Assurances under serial No. BDR-3-04426-2012 on 9th May, 2012, executed by Mrs. Irene Edwyn D'Mello, sole proprietor of M/s. Midas Builders in favour of The Chief Executive Officer, SRA, Mumbai, the said Irene Edwyn D'Mello has Interalia recorded her 'No Objection' for deleting the name of M/s. Midas Builders from the records of the SRA and appointing the Promoters herein as the Developer in respect of the said Property and further that recorded her 'No Objection' to SRA issuing revised Letter of Intent in favour of Promoters as the developer of the said Property.

T. Pursuant to the aforesaid the Slum Rehabilitation Authority has from time to time issued Letter of Intent dated 8th November, 2007 and Revised LOI's dated 16th May, 2012, 21st December, 2016, 04th March, 2017 & 2nd March, 2019 bearing No. SRA/ENG/881/MW/MHL/LOI, (hereinafter collectively referred to as "the said LOI") Interalia permitting slum redevelopment of the said Property under Regulation No. 33 (10) of the Development Control Regulation, for Greater Mumbai 1991, to the Promoters herein, subject to the terms and conditions set out therein in the and the same may be amended from time to time as may be required by the concerned authorities. A copy of the aforesaid LOI & revised LOI are hereto collectively marked as Annexure "B1", "B2", "B3" & "B4".

Thereafter the Promoters have obtained the Intimation of Approval (IOA) dated 17th May, 2012 bearing No. SRA/ENG/2775/ME/MHL/AP and amended IOA dtd. 29th March, 2017 & 13th March, 2019 bearing No. SRA/ENG/2775/MW/MHL/AP in respect of the said Property and the same may be amended from time to time as may be required by the concerned authorities. A copy of the IOA is annexed hereto and marked as ANNEXURE "C", "C1" & "C2".

V. Thereafter the Promoter has obtained the Commencement Certificate dated 05th October, 2012 ("CC") bearing No. SRA/ENG/2275/MW/MHL/AP for the said Property and the said Commencement Certificate was re-endorsed / granted from time to time on 4th February 2016, 30th March 2017 and 5th May 2017 and the same may be amended from time to time as may be required by the concerned authorities. A copy of the CC are annexed hereto and marked as ANNEXURE "D".

W. Thereafter, the Developers / Promoters herein has obtained the following permissions sanctions and No Objection Certificate from the competent authorities, they are as follows :

- (i) Environment NOC dated 25th January, 2016, bearing No. SEAC2013/CR 188/TC1
- (ii) Chief Fire Officer NOC, Mumbai Fire Brigade dated 29th May, 2012 bearing no FB/HR/ES/4635
- (iii) Airport Authority of India NOC, dated 03rd September, 2015, bearing no BT-1/NOCC/CS/MUM/15/215.

X. In these circumstances, the Developers / Promoters herein are entitled to develop the said Property by utilizing the full permissible Floor Space Index (FSI) in respect of the said Property and also FSI by way of Transfer of Development Rights (TDR) and any other benefits available

AmR

AmR

on the said Property and deal with the premises constructed therein in the manner it deems fit and proper

करल-२		
६१६०	१३	१५०
२०२०		

Y. The copy of the City Survey Plan with respect to the said property with bearing C.T.S. No. 470 (part) of Village Chembur, showing the boundary thereon are also annexed hereto and marked as **ANNEXURE "E"**

Z. The said Property, as per the Development Plan Remarks dated 14th September 2011, bearing Sr. No. CHE/408/DPES/M, the Assistant Engineer, M. Ward, Development Plan stated the reservations affecting the Property. It is stated in the Development Plan Remarks that there are no reservation on the Property. It is further stated that the Property falls in a Residential Zone (R). A copy of Development Plan Remarks dated 14th September 2011, bearing Sr. No. CHE/408/DPES/M is annexed as the **ANNEXURE "F"** hereto

AA. The name of Government of Maharashtra is reflecting as "the Owner" into the Column of the Holder in the Extract of Property Register Card / Rule Card in such capacity and in the other related revenue records in respect of the Property, as maintained by the Taluqa Office, the provisions of the Maharashtra Land Revenue Code, 1966 in the revenue records. The Extracts of Property Register Card is annexed hereto as **ANNEXURE "G"**

BB. The said Promoter has got approved from the Slum Rehabilitation Authority (hereinafter referred to as "the SRA") a layout for the said scheme. As per the layout the said Promoters will construct on the rear side of portion of the said Property, a building having two wings being Wing "E" and Wing "F", each consisting of ground plus 14 (Fourteen) upper floors being the Rehabilitation Buildings for rehabilitating the slum dwellers and delineated on the plan annexed hereto as **ANNEXURE "H"** and thereon shown surrounded by RED colour boundary line (hereinafter referred to as "the Rehabilitation Buildings"). The Promoters is in the process of constructing the Rehabilitation Buildings which includes the Balwadi, Welfare Centre and Society Office which are to be handed over to the concerned authority.



CC. It is further agreed, declared and confirmed that earlier the layout consisted of two buildings each consisting of (i) Wing "A" & Wing "B" consisting of ground plus 14 Upper floors (out of 15 floors) and thereafter i.e. 2nd (second) floor and

करल-२)		
E960	98	1940
2020		

Wing "A" and "B" consisting of basement, plus ground plus 15 (fifteen) floors which includes commercial premises on the ground and residential premises on the 1st floor onwards;

- (iii) Wing "C" and "D" consisting of stilt plus 15 (fifteen) upper floors.
- (iv) There will be a common basement only under Wing "A" and "B" for parking of cars.
- (v) There will be 3 (three) towers of mechanical car parking between Sale Wing "D" and Rehab Wing "E" in place and instead of the structure which was earlier proposed to be in center consisting of stilt plus upper floor parking. The Wings "A" and Wing "B" are shown surrounded by Blue colour boundary line, the Wing "C" and Wing "D" are shown surrounded by Blue colour boundary line, Wing "E" and Wing "F" are shown surrounded by Red colour boundary line and the 3 (three) parking towers are shown surrounded by Green colour boundary line on the plan annexed hereto as Annexure "H" hereto. The name of the said buildings is proposed to be "RUPAREL ORION" the said sale Wings "A" to "D" are hereinafter referred to as "the said Building".
- (vi) The Purchaser is aware of the aforesaid and has accepted the same. It is further agreed that the Promoters shall be entitled to make further changes in layout and plans so long as the same do not affect the location and area of the premises allotted to the Flat Purchasers herein. This agreement shall be deemed to be an irrevocable consent to the Promoters to make any changes in the layout and/or structures.



The Allottee/s acknowledge/s and understand/s that in view of the paucity of available car parking spaces in the said building, a majority of the car parking spaces provided in the said building are in the form of an automated mechanical car parking tower system, in the car parking towers wherein there shall be no identified spot/place which may be earmarked for parking of vehicles of a particular acquirer of premises in the said Building and which shall be designed to minimize the area and/or volume required for parking cars (hereinafter referred to as "the Mechanical Parking"). The Allottee/s is/are aware that such Mechanical Parking involves operation of an automated machine for parking and removing cars from the Mechanical Parking system and the same could be time-consuming and the Purchase/s acknowledge/s that the Allottee/s has/have no objection to the same. The Allottee/s is/are aware that such Mechanical Parking also requires a valet system by appointment of qualified drivers, for ease of parking and removing of vehicles from the parking slots in the Mechanical Parking system.

- EE. For the effective management of car parking spaces in the said Building and in order to avoid any later disputes, the Developers are entitled to carry out a tentative earmarking of a certain number parking spots in the mechanical parking system of the said Building for exclusive use thereof by certain acquires of premises in the said Building depending on availability of parking spots in the Mechanical Parking System. The Allottee/s agree/s that the Developers shall be entitled to do such earmarking of such number of car parking spots at its discretion and the Allottee/s hereby accept/s the decisions taken by the Developers in relation to such earmarking of car parking spots. The Allottee/s further agrees/s and undertakes/s that pursuant to formation and registration of the organization of flat purchasers/holder/s (defined in Clause 16 hereof as the Common Organization) and admission of the Allottee/s to the said Common Organization as member/s thereof, the Allottee/s shall cast his/her/their votes in the first general meeting or shareholders meeting, as the case may be, of the Common Organization in favour of approving such car

AmR

Signature

करल-२		
E900	१५	१५०
2039		

parking earmarking as done by the Developers, so that the respective person/s in whose favour the Developers have earmarked a certain number of car parking spots, will be allotted such respective car parking spot/s by the said Body for exclusive use along with rights of transferability in respect thereof. As per such tentative plans prepared by the Developers, the holder of the said premises would be entitled to park 1 (One) vehicle/s in the Mechanical Parking system.

- FF. It is clarified that in the event that the car parking spot/s are tentatively earmarked for the Allottee/s in the Mechanical Parking, then and in such an event, the Allottee/s may not be allotted any independent or identifiable car parking spaces/s. Within each mechanical parking system, there shall be no identifiable space for parking of any particular vehicle/s. The Allottee/s hereby confirm/s that the Allottee/s has/have no objection to the same and that the Allottee/s shall not park his/her/their car/s at any other place in the said Building. The Allottee/s hereby agree/s and undertake/s that the Allottee/s shall bear the costs and expenses of the maintenance of such Mechanical Parking system or also keep such valet parking facility at his/her/their costs for parking or removal of cars from the Mechanical Parking system. The Allottee/s shall not refuse to bear such costs and/or expenses on the ground of non-utilization of such Mechanical Parking system or valet parking facility or on any other ground whatsoever and howsoever.
- GG. The Promoters hereby declares that the Floor Space Index available as on date in respect of the S. R. A. Scheme Land in respect of the said properties for construction of necessary rehabilitation buildings as well as free sale buildings on the properties and which inter alia permits total built up area of 19,630.77 square meters or thereabouts (as per the LOI dated March 2017) out of which rehabilitation built up area would be 8,426.26 square meters (as per the LOI dated March 2017) and sale built up area of 11,204.51 square meters (as per the LOI dated March 2017) by consuming FSI of 2.89 in situ on the basis of the total area admeasuring 19,630.77 square meters or thereabouts.
- HH. The proposed sale building/s is only a part of a larger construction S.R. Scheme of the Promoter who propose not only to construct the said the Sale Building known as "Ruparel Orion" and other Rehab building/s for developing on the said property but are also desirous of developing the adjoining one or more slum properties as a single scheme. The said adjoining properties and Slum Societies are hereinafter jointly referred to as "Adjoining Land" and the said Properties and "the Adjoining Land" are hereinafter jointly referred to as "The Scheme Land". The Promoter shall be entitled to club and or amalgamate the development of the said Properties along with any of the Adjoining Lands in which event there will be joint development of both/ all such properties. There will be additional re-habilitation building/s to rehabilitate the slum dwellers/occupants/ tenants of such other properties and there shall be further floors / wings / buildings for the sale component in respect of such other land./ properties. The Promoter shall be entitled to make necessary changes in the plans as they may deem fit.
- II. The Promoter shall in their sole discretion be entitled to change the area and/or location of the said Ruparel Orion Building/s i.e. the said Sale Building or any Car Parking Towers / Spaces, recreation area, garden or sewerage treatment plant or other specifically earmarked areas as they may desire and make any amendments, modifications and/or changes therein.
- JJ. In the premises, the Promoter is absolutely entitled to the development rights in respect of the said property and entitled to develop the said properties in the manner as it may deem fit and proper, save and except the area to be provided for the rehabilitation of the hutment dwellers.



AMR

Signature

KK. The Promoter have subject to the terms and conditions of the Development Agreements dated 24th December, 2007 and 9th April, 2012 and LOI dated 8th November, 2007, and revised LOI dated 13th May, 2012, 21st December, 2016 and 04th March, 2017 and writings referred to herein and any amendments, modifications and/or changes therein, the sole and exclusive right to sell and/or otherwise deal with the premises / offices / flats / shops / garages / parking space / offices or any other premises to be constructed by the Promoter on the said Property and to enter into agreement/s with the Allottee/s of the premises, offices, flats, shops/offices, garages, parking space etc. and to receive the sale proceeds in respect thereof.

LL. The Promoters have appointed an Architect registered with the Council of Architects and have also appointed a Structural Engineer for the preparation of structural designs and drawings of the said building and the Promoters accept the professional supervision of the Architect and Structural Engineer till the completion of the said building.

MM. The said M/s. K.D. Lite Developers a partnership firm got converted into a private limited i.e. K.D. Lite Developers Private Limited, registered with Registrar of Companies vide Certificate of Registration dated 2nd August, 2012 bearing Corporate Identity No. "U70101MH2012PTC234084".

NN. In these circumstances, the Promoter is in process of constructing the rehab building/s and the Sale Building/s on the said properties and are selling and transferring the premises on ownership basis, premises, flats, units in the Sale Building and are allotting the specific exclusive right of vehicle parking spaces in open / basement / stilt / vehicle parking space and other premises in the aforesaid Car Parking Towers.

and the instructions of the Promoters, Preeti Brahmania, Advocate investigated the title of the Promoters and right of Promoters to construct buildings on the said Property and sell premises and the said Advocates by their Title Certificate dated 01st December, 2012, opined that the title of the Promoters to the said Property is marketable and that the Promoters is authorized and entitled to develop the Sale Building on the portions of said Property and construct buildings thereon and sell the premises therein. A copy of the said Title Certificate is also annexed hereto and marked as ANNEXURE "I".

PP. The aforesaid development is a Slum Rehabilitation Scheme wherein the Free Sale FSI/TDR is generated as a cross-subsidy due to construction of Rehabilitation units of slum dwellers/occupants and by payment of requisite premium for the Fungible FSI/Area. The aforesaid FSI/TDR/Fungible FSI belongs solely to the Promoter who may decide where, when and how to use/load/consume the same within the said Properties/the said scheme land or any part thereof. The Rehab Building/s, Composite Building/s & Sale Building/s is part of the properties being executed by the Promoters. The development for the properties will be done in an organized fashion i.e. in a phase-wise manner and shall be in the discretion of the Promoter;

QQ. The Promoter may be installing electric substation constructed by BEST or TATA Power or Reliance Energy or otherwise on a portion of the said property.

RR. The Promoter reserves to itself the right to make such alterations, additions and/or in the layout/building plans as may be deemed necessary by the Promoter, without affecting the Premises agreed to be sold hereunder to the Allottee/s and consequent thereto construct such

additional premises as permissible under the Development Control Regulations and/or by NCCM and other concerned authorities from time to time

करल-२		
E900	90	950
2020		

- SS. The Promoters as aforesaid will be constructing more than one buildings/things on the Property in respect of each of such buildings the promoters may at their discretion decide to have separate societies in which case portions of the Property i.e. the said property & shown on the plan thereto by green colour boundary line as aforesaid with an access will be leased to such society for a period of 99 or other shorter period as may be granted by the Appropriate Authority years with nominal lease rent of Rs 1/- per year with all powers of Promoter to the ultimate society. Similarly leases will be granted in respect of other buildings to be constructed on the Property. It is made clear that the Promoters may grant the assignment of lease of entire Property jointly in favour of societies to all the Societies that may be formed in respect of buildings on the said Property at their own discretion and in such case a separate document will be executed between all such societies for having common use, enjoyment maintenance thereof as also regarding responsibilities therefore. In case of there being separate societies and separate lease documents being executed a right of way shall be granted by the Promoters or the Owners/Lessees for the time being of the property as may be convenient for users of the building to be constructed. The Promoters may at their own discretion decide to have a common conveyance in respect of all the buildings on Property in which case common conveyance will be granted in favour of a single society. The Promoters will be entitled to re-arrange the boundary of the remaining portion of Property to which the Purchaser and/or ultimate society shall have no right and shall not claim any right therein.

- TT. The Promoters have got approved from the concerned local authority, elevations, sections and details of the said building.
- UU. The Promoters have accordingly commenced construction of the said Sale building in accordance with the said plans. The Promoters are offering premises / offices / flats space on ownership basis in the said Sale Building.

- VV. The present layout, design, elevation, plans etc. may be required to be amended from time to



XX. The Promoters have registered the Project known as "Ruparel Orion" as per the provision under the Real Estate (Regulations & Development) Act 2016 ("RERA Act"), accordingly the Maharashtra Real Estate Regulatory Authority has issued Registration Certificate of Project on 9th August, 2017 under no "P51800004525". A copy of Registration Certificate of Project dated 9th August, 2017, is annexed as the ANNEXURE "J" hereto.

करल-३

E9V0

१५०

२०२४

The Promoters have accordingly completed construction of the portion of the said Sale Building from Ground + upper floors accordingly the Promoters have obtained part Occupation Certificate dated 29th May 2020 from the concerned authorities upto 10 Floors, which includes the said flat/premises allotted to the Purchaser/Allottee/s, a copy of the said Occupation Certificate dated 29th May 2020 duly annexed and marked hereto as ANNEXURE "M" and are carrying on the construction of the balance of the said Sale Building to be known as Ruparel Orion and further building/s / structures on the said Larger Property. The Promoters are in process of offering possession of the premises to the purchaser/s upto 10th floors in the said Sale Building to be known as "Ruparel Orion". The Promoters are offering premises / flats, etc. on ownership basis in the said Sale Building.

ZZ. The Promoter have represented that they have created a Charge/Mortgage in respect of the said project in favour of IIFL. The said IIFL has issued discharge certificate discharging the mortgage on the said premises and confirming that the said IIFL has no objection for sale/transfer of the premises to the Purchasers. The Purchaser hereby gives his/her express consent to the Promoter to mortgage the said Property or any part thereof and the buildings under construction or any of them in such manner that the said Premises being sold to the Purchaser herein shall not form part of the Mortgage.



The Allottee/s hereby gives his/her express consent to the Promoter to mortgage the said Property or any part thereof and the buildings under construction or any of them in such manner that the said Premises being sold to the Purchaser herein shall not form part of the Mortgage.

BBB. This Agreement is entered into by the Allottee/s on a specific understanding that all the mandatory provision under the RERA Act and Rules made thereunder shall be applicable and binding upon the parties hereto. The Purchasers shall enter into deeds, documents, and writing as and when required by the Promoters to comply with any of the remaining necessary formalities under the RERA Act.

CCC. The Promoter reserves to itself the right to make such alterations, additions and/or in the layout/building plans as may be deemed necessary by the Promoter, without affecting the said Premises agreed to be sold hereunder to the Allottee/s and consequent thereto construct such additional premises as permissible under the Development Control Regulations and/or by MCGM and other concerned authorities from time to time;

DDD. The Premises / Offices / Flat Allottee/s applied to the Promoters for allotment of the Premises / Offices / Flat No. 601 on the 6th floor, in the Wing "C", in the proposed sale building/s to be constructed and to be known as "RUPAREL ORION" on the said property (the said flat are hereinafter referred to as "the said premises/office/s/ flat/s").

EEE. This agreement is entered into by the Allottee/s on a specific understanding that the Allottee/s shall not insist upon the Conveyance being executed in favour of the proposed/said Society until

AMR

Shin

the entire development of the project known as "Ruparel Orion" is complete in all respects and Building Occupation/Completion Certificate is received.

करल-२		
E960	१९	१५०
२०२०		

FFF. Prior to the execution of these presents, the Allottee/s has/have paid to the Promoters a sum of **Rs.1,33,00,000/- (Rupees One Crore Thirty Three Lakhs Only)** being part payment of the sale price of **Rs.2,03,50,000/- (Rupees Two Crore Three Lakhs Fifty Thousand Only)** of the said premises / office / flat agreed to be sold by the Promoters to the Allottee/s as earnest money (the payment and receipt whereof the Promoter do hereby admit and acknowledge) and the Allottee/s has/have agreed to pay a sum of **Rs.70,50,000/- (Rupees Seventy Lakhs Fifty Thousand Only)** being the balance consideration to the Promoters as and when demanded.

GGG. Under provisions of RERA, the Promoter is required to execute a written Agreement for Sale in respect of the said Premises agreed to be sold to the Purchaser and the Parties are therefore, executing these presents. The Allottee/s shall lodge this Agreement for registration before the concerned Sub-Registrar for Registration and upon intimation of the same to the Promoter, the Promoter shall attend the office of Sub-Registrar and admit execution thereof so as to get it registered under the provisions of Indian Registration Act, 1908.

HHH. Hereinafter for the sake of brevity, the term Allottee/s shall be referred to as the Allottee/s and shall include Investor/s for the purposes of Article 5(g-a)(ii) of the Stamp Act, 1958;



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

1. It is agreed between the parties hereto that all the recitals of this Agreement shall form part and parcel of operative part of this Agreement and shall be read accordingly.
2. The Promoter proposes to construct on the portion of the said Properties a proposed Sale Building consisted of two buildings each having two wings being (i) Wing "A" & Wing "B" consisting of ground plus 14 Upper floors (out of which the ground plus 1 upper floor is for commercial premises and thereafter i.e. 2nd (second) Floor onwards is for Residential Premises) for residential premises and (ii) Wing "C" & Wing "D" consisting of Stilt and podium of 2 (two) upper floors for car parking spaces and 3rd (third) floor onwards for residential premises and (iii) a common basement under the sale buildings namely Wings A, B, C and D for the parking of cars of Purchasers of premises in Wings A, B, C and D, which shall be allotted by the Promoters. The Promoter were developing in the center portion of the said Property (i.e. between the Wing 'A', Wing 'B', Wing 'C', Wing 'D', Wing 'E' & Wing 'F') stilt plus two upper floors out of the stilt and 1 upper floor which was sanctioned for Car Parking Spaces, for car parking spaces for Wings "A", "B", "C" & "D" only and the 2nd upper floor was sanctioned for garden. However due to planning and structural constraints including in view of the topography of the land it became necessary to amend the plans. The Promoters thereafter submitted amended plan for sanction and have obtained necessary sanction / approvals from the appropriate authority and the layout is now as under:
 - (i) Wing "E" and "F" for rehabilitation of existing slum dwellers/ occupants.
 - (ii) Wing "A" and "B" consisting of basement, plus ground plus 15 (fifteen) floors which includes commercial premises on the ground and residential premises on the 1st floor onwards;
 - (iii) Wing "C" and "D" consisting of stilt plus 15 (fifteen) upper floors.

- (iv) There will be a common basement only under Wing "A" and "B" for parking of cars.
- (v) There will be 3 (three) towers of mechanical car parking between Sale Wing "D" and Rehab Wing "E" in place and instead of the structure which was earlier proposed to be in center consisting of stillt plus upper floor parking. The Wings "A" and Wing "B" are shown surrounded by Blue colour boundary line, the Wing "C" and Wing "D" are shown surrounded by Blue colour boundary line, Wing "E" and Wing "F" are shown surrounded by Red colour boundary line and the 3 (three) parking towers are shown surrounded by Green colour boundary line on the plan annexed hereto as Annexure "G" hereto. The name of the said buildings is proposed to be "RUPAREL ORION" the said sale Wings "A" to "D" are hereinafter referred to as "the said Building".

- (vi) The Purchaser is aware of the aforesaid and has accepted the same. It is further agreed that the Promoters shall be entitled to make further changes in layout and plans so long as the same do not affect the location and area of the premises allotted to the Flat Purchasers herein. This agreement shall be deemed to be an irrevocable consent to the Promoters to make any changes in the layout and/or structures.

The Allottee/s acknowledge/s and understand/s that in view of the paucity of available car parking spaces in the said building, a majority of the car parking spaces provided in the said building are in the form of a automated mechanical car parking tower system, in the car parking towers there shall be no identified spot/place which may be earmarked for parking of vehicles of the acquirer of premises in the said Building and which shall be designed to minimize the area and/or volume required for parking cars (hereinafter referred to as "the Mechanical Parking"). The Promoter is constructing the said Building "Ruparel Orion", in accordance with the plans, specifications and designs approved that may be approved by Slum Rehabilitation Authority (SRA) or other appropriate local authority which have been seen and approved by the Purchaser. Such variations and modifications as the Promoter may consider necessary or as may be required by the concerned authorities or government from time to time or become necessary due to architectural and structural reasons. The Purchaser is aware that at present portion of the said sale building plans upto 10th floor is completed and part coccupation has been obtained by the Promoters in respect of Wings A, B, C & D and are in process of completing the construction of remaning portion of the sale building known as Ruaprel Orion as per the sanctioned and approval to be obtained from concerned authorities from time to time.. This shall operate as an irrevocable consent in writing of the Purchaser to the Promoter carrying out such changes in the building plans. PROVIDED THAT if such variations and modifications relates to addition and alteration in lay-out plan of the Sale Building or common area then the Promoter shall before carrying out such addit'ion or alteration in lay out plan or specification of the building or common area obtain prior consent as required under the Act of the Allottee/s who have agreed to take Said flat/unit in such building. PROVIDED FURTHER that the Promoter is entitled to implement the Scheme to the fullest extent by carrying out such additional development and/or alterations and/or additions and/or modifications in the said building and/or other building/s to be constructed on the said Property, more particularly described in the First Schedule hereunder written. This shall operate as an irrevocable consent in writing of the Purchaser to the Promoter carrying out such changes in the building plans. If the building/Wing, in which the Allottee/s have agreed to acquire the premises, are completed earlier than other Buildings / Wing on the said Property, the Allottee/s confirms that the Promoter then will be entitled to utilize any F.S.I. whether T.D.R. or any other benefits or otherwise, which may be available on the said property, the said



AmR

AmR

entire property or any part thereof or any adjoining property written.

करल-२		
ए १००	२१	१४०
२०२०		

3. The Promoters are as aforesaid constructing building "Ruparel Orion" of various wings and shall construct the said building consisting of ground and upper floors on the said property in accordance with the plans, designs, specifications etc. approved by the concerned local authority and which have been seen and approved by the Allottee/s with only such variations and modifications as the Promoters may consider necessary or as may be required by the Slum Rehabilitation Authority or the concerned local authority or the Government to be made in them or any of them. The Purchasers hereby expressly consent to the Developers re-designing any building or buildings or the recreation area or internal road and passages and such other area or areas which the Developers may desire to realign and redesign. If the building, in which the Purchasers have agreed to acquire the premises, are completed earlier than other Buildings on the said property, the Purchasers confirms that the Developers then will be entitled to utilise any F.S.I. whether T.D.R. or otherwise, which may be available on the said property, said entire property or any part thereof or any part thereof or any adjoining property or properties as the case may be, written. Till the construction of the building "Ruparel Orion", is completed and the F.S.I. and/or T.D.R. available on the said property is fully utilized by the Promoters and the amounts receivable by the Promoters and all the obligations, required to be carried out by the Purchasers herein and the other purchasers of premises from the said Promoters are fulfilled the Promoters shall not be bound and shall not be called upon or required to form any Co-operative Society, Limited Company or condominium of Apartment Owners, as the case may be. The Purchasers agree and irrevocably consent not to raise any demand or objection on that behalf. Provided that the Promoters shall have to obtain prior consent from the Allottee/s in respect of such variations or modifications which may adversely affect the flat/shop/garage/office etc. of the Allottee/s.
4. The Allottee/s herein has/have prior to the execution of this agreement independently have seen and perused the title certificate annexed to this agreement and also otherwise investigated satisfied himself/herself/themselves/itself about the Promoter's rights to develop the said properties and have accepted the same as it stands and he/she/they/it shall not hereafter be entitled to further investigate the title of the Promoter and no requisitions or objection shall be raised on any matter relating to the title by the Purchaser/s herein after execution of this agreement.
5. The Promoters are making all efforts to register itself/themselves and/or the project under the RERA Act within the prescribed period and if the same has not been registered as required under the RERA Act for any reason not within Promoters control, then the Purchasers shall have an option either to take back the money paid under this agreement (after deducting the necessary charges paid to the concerned authority) or extend the period if permitted under the law or otherwise.

The Allottee/s hereby agrees/agree to purchase from the Promoters and the Promoters hereby agree to sell to the Allottee/s Unit / Flat / Premises No. 601 admeasuring 820 sq. ft. RERA carpet area, on the 6th floor, in Wing "C" of the proposed sale building to be known as "RUPAREL ORION" together with an exclusive right to use 1 (One) car parking being the common area delineated in RED colour boundary line on the floor plan thereof hereto annexed and marked as Annexure "K" (hereinafter the said flat and stilt parking space are jointly referred to as "the said Premises"), for the price of Rs.2,03,50,000/- (Rupees

Two Crore Three Lakhs Fifty Thousand Only) including the proportionate price of the common areas and facilities appurtenant to the said premises, extent and description of the common/limited common areas and facilities are shown on the plan annexed hereto. The Allottee/s has paid to the Promoters on or before the execution of this agreement a sum of Rs.1,33,00,000/- (Rupees One Crore Thirty Three Lakhs Only) as and by the way of earnest money and hereby agrees to pay to the Promoters the balance amount of Rs.70,50,000/- (Rupees Seventy Lakhs Fifty Thousand Only). The total consideration of Rs.2,03,50,000/- (Rupees Two Crore Three Lakhs Fifty Thousand Only).

E900	(a) 22	a sum of Rs.70,50,000/- (Rupees Seventy Lakhs Fifty Thousand Only) being the balance amount payable against possession of the said premises being offered by the Promoter to the Purchaser/s, pending execution of Deed of conveyance in favour of any Co-operative Housing Society or Limited company or condominium of Apartments, as the case may be. The Purchaser/s shall without fail and without any delay or default or demur pay the aforesaid installments on its respective due dates, as time in respect of each of the said payments is OF THE ESSENCE OF THE CONTRACT. The Promoter will forward by courier/email/post to the Purchaser/s, intimation of the Promoter having carried out/commenced the aforesaid work, at the address given by the Purchaser/s under this Agreement and the Purchaser/s will be bound to pay the amount of installments within eight days of Promoter dispatching such intimation. The Promoter shall keep the certificate of their Architect/s certifying that the Promoter have carried out/commenced the aforesaid work and such certificate will be open for inspection to the Purchaser/s at the office of the Promoter. The Said certificate shall be valid and binding upon the Purchaser/s and the Purchaser/s agree not to dispute the same.
2020		



The Promoters will send such notice under certificate of posting at the address mentioned hereinafter to the Allottee/s and such posting will be sufficient discharge to the Promoters. The Purchaser/s shall make all payments of the consideration amount due and payable to the Promoters through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of "K.D. LITE DEVELOPERS PVT. LTD" Kotak Mahindra, Hiranandani Meadows Thane, (i.e. the Escrow Bank) bearing Accounts No "5412208500".

- The RERA carpet area of the said Flat is 820 sq. ft. and it has been further clarified that the carpet area as per the approved / sanction by the concerned authorities is 789 sq. ft. or thereabouts. The RERA carpet area includes the net usable floor area of the Premises, excluding the area covered by the external walls, areas under service shafts/service area, exclusive enclosed balcony / balcony, deck or verandah area and exclusive open terrace area, but includes the area covered by the internal portion walls ("walls" would mean walls made of Reinforced Cement Concrete (RCC) or plain concrete or Shear wall(s) or wall made from bricks or blocks or precast materials or drywalls or precast walls or columns or walls made of any material or composition of one or more of any of the materials and shall include column(s) within or adjoining or attached to the wall) of the said Premises. The Purchaser/s has been specifically informed that apart from the said Carpet Area, the said premises enjoys certain further areas provided with certain common areas such as vehicle parking floors, passages, lift well, staircase, entrance lobby, etc., as part of the building for the use of flat Purchaser/s."

AmR

[Signature]

8. The Allottee/s is/are aware that in addition to the aforesaid amounts as per present statute is leviable on the total consideration payable hereunder and consequently, the amount of each instalment payable by the Allottee/s to the Promoter, including any of the aforesaid instalments or any part of the total consideration as mentioned in clause no. 7 hereinabove, the Allottee/s will be required to pay the applicable GST to the Promoter in respect of this transaction. The Allottee/s hereby undertake(s) to pay the amount of the applicable GST along with each instalment from the effective date with retrospective effect on which the relevant enactment/notification shall/has come into effect and further shall not dispute or object to payment of such statutory dues. Failure to pay to the Promoter the GST including any part of the aforesaid total consideration as mentioned in clause No. 6 hereinabove, applicable shall be deemed to be a default in payment of amount due to the Promoter and will result in termination of this Agreement and forfeiture by the Promoter of the amounts paid hereunder, if such payment is not accompanied with the applicable GST. Provided further that, if on account of change/amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government, GST or any other taxes become payable hereafter on the amounts payable by the Allottee/s to the Promoter in respect of this transaction and/or aforesaid taxes levied are increased on account of revision by Authorities, the Allottee/s shall be solely and exclusively liable to pay the same. If the same are not paid as aforesaid, the Allottee/s shall be liable to pay the same with interest at the rate which is the highest marginal cost of lending rate of State Bank of India plus p.a. thereon before taking possession of the said Flat/Unit. The Allottee/s shall forthwith demand pay to the Promoter the amounts payable by the Allottee/s in order to enable the Promoter to pay the same to the concerned authorities and any other or further amounts payable by the Allottee/s and Allottee/s shall pay the same without any protest and there shall be a charge on the said Flat/Unit for such unpaid amounts (without prejudice to any other rights that may be available to the Promoter). The Allottee/s hereby indemnifies and agrees to keep the Promoter indemnified for all times against any loss or damage or penalty or prosecution that may be occasioned to the Promoter on account of the Allottee/s failing to pay to the Promoter on demand the amount payable by the Allottee/s towards the said taxes as provided hereinabove.
9. The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in taxes, property taxes, charges or levies which may be increased, levied or imposed by the competent authority, Local Bodies/Government from time to time or otherwise as stated herein. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, taxes, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s.
10. Notwithstanding anything else contained herein the Promoter has expressly informed to the Allottee/s that the carpet area and the exclusive area are subject to a variation cap of +/- 5 per cent on account of structural and / or design and / or construction variances. In case of any dispute regarding the measurement of carpet area and exclusive area, the same shall be physically measured after removing all finishes and the cost of removal of finishes shall be borne by the party that raises dispute in relation to the Carpet Area and Exclusive Area. The total price payable for the carpet area and Exclusive Area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area beyond 5% cap then Promoter shall in the discretion of the

8. The Allottee/s is/are aware that in addition to the aforesaid amounts leviable on the total consideration payable hereunder and consequently the amount of each instalment payable by the Allottee/s to the Promoter, including any of the aforesaid instalments or any part of the total consideration as mentioned in clause no. 7 hereinabove, the Allottee/s will be required to pay the applicable GST to the Promoter in respect of this transaction. The Allottee/s hereby undertake(s) to pay the amount of the applicable GST along with each instalment from the effective date with retrospective effect on which the relevant enactment/notification shall/has come into effect and further shall not dispute or object to payment of such statutory dues. Failure to pay to the Promoter the GST including any part of the aforesaid total consideration as mentioned in clause No. 6 hereinabove, applicable shall be deemed to be a default in payment of amount due to the Promoter and will result in termination of this Agreement and forfeiture by the Promoter of the amounts paid hereunder, if such payment is not accompanied with the applicable GST. Provided further that, if on account of change/amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government, GST or any other taxes become payable hereafter on the amounts payable by the Allottee/s to the Promoter in respect of this transaction and/or aforesaid taxes levied are increased on account of revision by Authorities, the Allottee/s shall be solely and exclusively liable to pay the same. If the same are not paid as aforesaid, the Allottee/s shall be liable to pay the same with interest at the rate which is the highest marginal cost of lending rate of State Bank of India plus 2 p.a. thereon before taking possession of the said Flat/Unit. The Allottee/s shall forthwith on demand pay to the Promoter the amounts payable by the Allottee/s in order to enable the Promoter to pay the same to the concerned authorities and any other or further amounts payable by the Allottee/s and Allottee/s shall pay the same without any protest and there shall be a charge on the said Flat/Unit for such unpaid amounts (without prejudice to any other rights that may be available to the Promoter). The Allottee/s hereby indemnifies and agrees to keep the Promoter indemnified for all times against any loss or damage or penalty or prosecution that may be occasioned to the Promoter on account of the Allottee/s failing to pay to the Promoter on demand the amount payable by the Allottee/s towards the said taxes as provided hereinabove.
9. The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in taxes, property taxes, charges or levies which may be increased, levied or imposed by the competent authority, Local Bodies/Government from time to time or otherwise as stated herein. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, taxes, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s.
10. Notwithstanding anything else contained herein the Promoter has expressly informed to the Allottee/s that the carpet area and the exclusive area are subject to a variation cap of +/- 5 per cent on account of structural and / or design and / or construction variances. In case of any dispute regarding the measurement of carpet area and exclusive area, the same shall be physically measured after removing all finishes and the cost of removal of finishes shall be borne by the party that raises dispute in relation to the Carpet Area and Exclusive Area. The total price payable for the carpet area and Exclusive Area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area beyond 5% cap then Promoter shall in the discretion of the

Promoter either adjust the excess money in the subsequent instalment or refund the excess money paid by the Allottee/s within forty-five days. In case of payment beyond 45 days the Promoter shall pay interest at the rate of State Bank of India's highest Marginal Cost of Lending rate + 2% per annum. If there is any increase in the carpet area allotted to the Allottee/s, the Promoter shall demand additional amount from the Allottee/s to be paid to the Promoter within 15 days from the date of confirmation/deemed confirmation of such increase in floor area of the said Flat/Unit by both parties. All these monetary adjustments shall be made at the same rate per square meter as agreed in this Agreement.

11. The promoter has expressly made clear to the Allottee/s that the Promoter has obtained necessary approvals however, some of the other approvals including amendments of the current approval shall be proposed from time to time and that the Allottee/s has granted an irrevocable consent to the above and entered into this agreement. While carrying out such amendment, the Promoter shall ensure that such amendments shall not affect floor of the said flat/unit and its area beyond the +/- variance of 5% in the carpet area and exclusive area. In case there is a change of floor and / or change in area beyond the +/- 5% in the carpet area and exclusive area only then the Promoter shall require a written consent from the Allottee/s for making such amendments in the sanctioned plans from the local authorities. Such consent shall be deemed to have been given by the Allottee/s if not refused in writing by him/her within 15 days from intimation from the Promoter.



The Allottee/s have expressly agreed that the time for the payment of each of the aforesaid instalments of the consideration and other amounts shall be the Essence of The Contract. The said Consideration is derived on the basis that (a) the Promoter shall be entitled to utilize the entire unconsumed and residual Floor Space Index (F.S.I.), if any, in respect of the said Property / the Scheme Land, and the entire increased, additional, future and extra F.S.I. (whether by way of purchase of FSI from the authorities by payment of premium or price and/or the purchase of FSI from the authorities by payment of premium or price and/or the purchase of Transferable Development Rights and/or floating FSI or FSI/benefit against land acquired for road widening, set back or otherwise) before the formation of the Society/Ultimate Body of Allottee/s and even post formation of the Society/Ultimate Body of Allottee/s for a period of 5 years after the execution of the Deed of Conveyance/Lease/Assignment of Lease, as the case may be and/or deemed Conveyance/Lease/Assignment of Lease as, the case may be and/or 5 years after the statutory vesting of the said Sale Building in favour of the Society or federation of societies or apex society and (b) the Allottee/s has accorded his irrevocable consent to the Promoter whereby the Promoter shall be entitled to make any variations, alterations, amendments or deletions to or in the scheme of development of the Property / Land, relocate/realign service and utility connections and lines, open spaces, parking spaces, recreation areas and all or any other areas, amenities and facilities as the Promoter may deem fit in its sole discretion and/or to the Sanctioned Plans (from time to time) before the formation of the Society and even post formation of the Society/Ultimate Body and even after the execution of the Deed of Conveyance/Lease/Assignment of Lease, as the case may be and/or deemed Conveyance/Lease/Assignment of Lease, as the case may be and/or after the statutory vesting of the said sale Building in favour of the Society/Ultimate Body. All the above respective payments shall be made to the Promoter within seven days of the due date notwithstanding the Allottee/s not having received any intimation in writing to make payment of the same. The Allottee/s shall make all payments of the consideration amount due and payable to the Promoter through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of the Promoter.

AmR

BBani

13. It is agreed by the Allottee/s that any delay or default in the payment of any amounts under this agreement by the Allottee/s is likely to result in a delay in handing over the possession of the unit to the Allottee/s herein as also other Allottee/s. Delay in handing over of possession will expose the Developer to harsh consequences. The Allottee/s therefore agrees that notwithstanding what is stated in the event of such delay and/or default, in payment of money dues, the Allottee/s shall, apart from what is stated above, be fully responsible for the consequences thereof, whether monetary or otherwise including but not limited to defending any proceedings that may be initiated against the Promoter for delay in handing over possession and for non-payment of any dues payable under this Agreement.
14. Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the (Flat/unit) to the Allottee/s and the common areas to the association of the Allottee/s after receiving the part/full Occupancy Certificate or the Completion Certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the instalment and other dues payable by him/her and meeting the obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided herein above ("Payment Plan").
15. The Allottee/s is aware in accordance with section 194 IA of the Income Tax Act, 1961 TDS has to be deducted @ of 1% of the consideration or such other rate as may be prescribed by Income Tax Authorities from time to time including the amount of taxes, if any, while making any payment to/crediting the account of the Promoter under this Agreement. The amount deducted by the Allottee/s is required to be paid to the Income Tax Authorities on or before the 7th of the next English Calendar month. As required under the Income Tax Act, 1961 the amount of TDS deducted shall be paid by the Allottee/s electronically only by using Form No. 26QB. The TDS shall be acknowledged/credited by the Promoter, only upon the Allottee/s submitting the original TDS Certificate within 30 days from the end of the month in which such payment was made or credit was given and the amount of TDS as mentioned in the certificate matches with the data available with the Income Tax Department concerning the tax deducted at source on behalf of the Promoter in the prescribed Form No. 26AS of the Promoter. The Allottee/s further agrees and undertakes that if the Allottee/s fails and/or neglects to deduct the tax at source or fails to pay the same after deduction to the Income Tax Authorities, the Allottee/s alone shall be deemed to be an Assesse in default in respect of such tax and the Promoter shall not be liable for any statutory obligations/liability for non-payment of such TDS. In the event that the Allottee/s fails to deduct such amount and/or to pay such amount to the Government Treasury then the Allottee/s shall be liable to suffer or incur all the consequences including to reimburse the damages or loss which may be suffered or incurred by the Promoter by reason of non-deposit of such amount in the Government Treasury and/or upon the failure to furnish the Challan/TDS Certificate evidencing such payment to the Promoter.
16. The Allottee/s agrees to pay to the Promoter interest at the rate which is the highest marginal cost of lending rate of State Bank of India plus 2% per annum on all the amounts, which become due and payable by the Allottee/s to the Promoter under these presents, including towards maintenance charges from the date the said amount becomes due, until actual payment. It is clarified and the Allottee/s accords his irrevocable consent to the Promoter to appropriate any payment made by him, notwithstanding any communication to the contrary, in the following manner:
 - (i) Firstly, towards any cheque bounce charges in case of dishonour of cheque.
 - (ii) Secondly, towards interest, if any, payable by the Allottee/s for delayed payments;



AMR

AB

(iii) Thirdly, towards costs and expenses for enforcement of this Agreement and recovery of the Total Consideration, dues and taxes payable in respect of the said Flat/unit.

करदा २
एवढ २६ १५०
२०२०

Fourthly, towards outstanding dues including Total Consideration in respect of the said Flat/unit or under the Agreement.

The Notwithstanding what is otherwise stated herein Allottee/s 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 name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object /demand /direct the Promoter to adjust his/her payments in any manner.

18. 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 local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the Flat/unit to the Allottees, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat/unit.

19. The Promoters hereby declares that the Floor Space Index available as on date in respect of the S. A Scheme Land in respect of the said properties for construction of necessary rehabilitation area as well as free sale buildings on the properties and which *inter alia* permitted total built up area of 19,630.77 square meters or thereabouts (as per the LOI dated 4th March 2017) out of which rehabilitation built up area would be 8,428.26 square meters (as per the LOI dated 4th March 2017) and sale built up area of 11,204.51 square meters (as per the LOI dated 4th March 2017) by consuming 1 of 2.89 *in situ* on the basis of the total area admeasuring 19,630.77 square meters or thereabouts.

20. Without prejudice to the Promoter's rights under this agreement and/or in law, including for damages the Promoter, as the case may be, shall be entitled to claim and the Allottee/s shall be liable to pay to the Promoter, as the case may be, interest at the rate which is the highest marginal cost of lending rate of State Bank of India plus 2% per annum on all such amounts /payments which may become due and payable by the Allottee/s under the terms of this agreement and remain unpaid for seven days or more after becoming due.

21. Any delay and / or default in payment of the amounts as and when due and payable to the promoters shall amount to breach of this agreement. Further, a "breaches remedying charges" of Rs.2,00,000/- (Rupees Two Lakhs Only) shall be levied over and above the delayed payment interest and total consideration under this agreement. Such charges shall be imposed only if there are any three payment delays that are due as per payment schedule hereinabove and a termination notice has been issued to the Allottee/s.

22. Without prejudice to the right of promoter to charge interest in terms of sub clause mentioned above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing any 3 (three) defaults of payment of instalments and/or on the Allottee/s committing breach of any of the terms and conditions herein contained, the Promoter/s shall at his/their/its own option, may terminate this Agreement in which event the consequences hereinafter set out shall follow:

AmR

Signature

13. It is agreed by the Allottee/s that any delay or default in the payment of any amounts under this agreement by the Allottee/s is likely to result in a delay in handing over the possession of the unit to the Allottee/s herein as also other Allottee/s. Delay in handing over of possession will expose the Developer to harsh consequences. The Allottee/s therefore agrees that notwithstanding what is stated in the event of such delay and/or default, in payment of money dues, the Allottee/s shall, apart from what is stated above, be fully responsible for the consequences thereof, whether monetary or otherwise including but not limited to defending any proceedings that may be initiated against the Promoter for delay in handing over possession and for non-payment of any dues payable under this Agreement.
14. Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the project and handing over the (Flat/unit) to the Allottee/s and the common areas to the association of the Allottee/s after receiving the part/full Occupancy Certificate or the Completion Certificate or both, as the case may be. Similarly, the Allottee/s shall make timely payments of the instalment and other dues payable by him/her and meeting the obligations under the Agreement subject to the simultaneous completion of construction as provided herein above ("Payment Plan").
15. The Allottee/s is aware in accordance with section 194 IA of the Income Tax Act, 1961 TDS has to be deducted @ of 1% of the consideration or such other rate as may be prescribed by Income Tax Authorities from time to time including the amount of taxes, if any, while making any payment to/crediting the account of the Promoter under this Agreement. The amount deducted by the Allottee/s is required to be paid to the Income Tax Authorities on or before the 7th of the next English Calendar month. As required under the Income Tax Act, 1961 the amount of TDS deducted shall be paid by the Allottee/s electronically only by using Form No. 26QB. The TDS shall be acknowledged/credited by the Promoter, only upon the Allottee/s submitting the original TDS Certificate within 30 days from the end of the month in which such payment was made or credit was given and the amount of TDS as mentioned in the certificate matches with the data available with the Income Tax Department concerning the tax deducted at source on behalf of the Promoter in the prescribed Form No. 26AS of the Promoter. The Allottee/s further agrees and undertakes that if the Allottee/s fails and/or neglects to deduct the tax at source or fails to pay the same after deduction to the Income Tax Authorities, the Allottee/s alone shall be deemed to be an Assesse in default in respect of such tax and the Promoter shall not be liable for any statutory obligations/liability for non-payment of such TDS. In the event that the Allottee/s fails to deduct such amount and/or to pay such amount to the Government Treasury then the Allottee/s shall be liable to suffer or incur all the consequences including to reimburse the damages or loss which may be suffered or incurred by the Promoter by reason of non-deposit of such amount in the Government Treasury and/or upon the failure to furnish the Challan/TDS Certificate evidencing such payment to the Promoter.
16. The Allottee/s agrees to pay to the Promoter interest at the rate which is the highest marginal cost of lending rate of State Bank of India plus 2% per annum on all the amounts, which become due and payable by the Allottee/s to the Promoter under these presents, including towards maintenance charges from the date the said amount becomes due, until actual payment. It is clarified and the Allottee/s accords his irrevocable consent to the Promoter to appropriate any payment made by him, notwithstanding any communication to the contrary, in the following manner:
- Firstly, towards any cheque bounce charges in case of dishonour of cheque.
 - Secondly, towards interest, if any, payable by the Allottee/s for delayed payments;

AMR

[Signature]

(iii) Thirdly, towards costs and expenses for enforcement of this Agreement and recovery of the

Total Consideration, dues and taxes payable in respect of the said Flat/unit.

करना 2 Fourthly, towards outstanding dues including Total Consideration in respect of the said Flat/unit or under the Agreement.

₹ 9700

2E

740

2020

The Notwithstanding what is otherwise stated herein Allottee/s 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 name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object /demand /direct the Promoter to adjust his/her payments in any manner.

18. 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 local authority at the time of sanctioning the said plans or thereafter and shall before handing over possession of the Flat/unit to the Allottee/s, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Flat/unit.

19. The Promoters hereby declares that the Floor Space Index available as on date in respect of the S. Scheme Land in respect of the said properties for construction of necessary rehabilitation well as free sale buildings on the properties and which *inter alia* permitted total built up area of 19,630.77 square meters or thereabouts (as per the LOI dated 4th March 2017) out of which rehabilitation built up area would be 8,426.26 square meters (as per the LOI dated 4th March 2017) and sale built up area of 11,204.51 square meters (as per the LOI dated 4th March 2017) by consuming total of 2.89 in situ on the basis of the total area admeasuring 19,630.77 square meters or thereabouts.



20. Without prejudice to the Promoter's rights under this agreement and/or in law, including for damages the Promoter, as the case may be, shall be entitled to claim and the Allottee/s shall be liable to pay to the Promoter, as the case may be, interest at the rate which is the highest marginal cost of lending rate of State Bank of India plus 2% per annum on all such amounts /payments which may become due and payable by the Allottee/s under the terms of this agreement and remain unpaid for seven days or more after becoming due.

21. Any delay and / or default in payment of the amounts as and when due and payable to the promoters shall amount to breach of this agreement. Further, a "breaches remedying charges" of Rs.2,00,000/- (Rupees Two Lakhs Only) shall be levied over and above the delayed payment interest and total consideration under this agreement. Such charges shall be imposed only if there are any three payment delays that are due as per payment schedule hereinabove and a termination notice has been issued to the Allottee/s.

22. Without prejudice to the right of promoter to charge interest in terms of sub clause mentioned above, on the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing any 3 (three) defaults of payment of instalments and/or on the Allottee/s committing breach of any of the terms and conditions herein contained, the Promoter/s shall at his/their/its own option, may terminate this Agreement in which event the consequences hereinafter set out shall follow:

AmR

Signature

करल-२		
एगुड	२७	१५०
२०२०		

- (a) The Allottee/s shall cease to have any right or interest in the said Flat/unit or any part thereof;
- (b) The Promoter, as the case may be, shall be entitled to sell and transfer the said Flat/unit at such price and on the terms and conditions to such other person or party as the Promoter may, in its absolute discretion deem fit, without any recourse to Allottee/s.
- (c) On the realization of the entire sale consideration on resale from the new prospective Allottee/s towards the said Flat/unit, the Promoter shall refund to the Allottee/s the amount paid till then by the Allottee/s to the Promoter without any interest in pursuance of this Agreement after deducting therefrom:
- 20% of the purchase price of the said Flat/unit which is to stand forfeited by the Promoter towards liquidated damages which amount is agreed by the parties to be a fair estimate of the loss the Promoter will suffer in the event of default on the part of the Allottee/s /Purchaser to pay any of the amounts payable by him/her/it/them to the Promoters hereunder.
 - the taxes, service charges and outgoings, etc. if any due and payable by the Allottee/s in respect of the said Flat/unit up to the date of termination of this Agreement;
 - The amount of interest and breach remedying charges payable by the Allottee/s to the Promoter in terms of this Agreement from the dates of such payment till the date of termination as aforesaid;
- (d) The Promoter shall, in the event of any shortfall, be entitled to recover the said amounts from the Allottee/s. The Promoter shall not be liable to pay to the Allottee/s any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Allottee/s any Government Charges such as GST, Stamp Duty, Registration Fees etc. as the case may be. The amount shall be accepted by the Allottee/s in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said Flat/unit. The Allottee/s agree that receipt of the said refund by cheque from the Promoter by the Allottee/s by registered post acknowledgement due at the address given by the Allottee/s in these presents whether the Allottee/s accept/s or encash/s the cheque or not, will amount to the said refund.



PROVIDED always that the power of termination herein before contained shall not be exercised by the Promoter unless and until the Promoter shall have given to the Allottee/s 15 (fifteen) days prior notice in writing of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it has intended to terminate the Agreement and default shall have been made by the Allottee/s in remedying such breach or breaches including that of delayed payments and its interest and/or payment of breach remedying charges within fifteen days after receiving of such notice, failing which the Promoters shall be entitled to terminate this Agreement. The Promoter will send such notice by Registered Post AD at the address provided by the Allottee/s and or mail at the email address provided by the Allottee/s at

mmr

करल-३

address mentioned hereinafter to the Allottee/s and such posting will be sufficient discharge to the Promoter.

E9UD 2C 190

23.
2020

The Promoter agrees to construct the said Building as per specifications approved by the SRA and provide amenities and facilities in the said Flat/unit as well as common area/limited common area and all facilities and amenities of standard quality as per the specification and list of amenities set out in the ANNEXURE "L" to this Agreement. The Promoters has at the request of the Allottee/s agreed to provide a Raw Flat / Premises consisting of outer wall, windows main door, electric cables upto main door (with internal wirings), the bottle line upto the kitchen and toilet/s (without fixtures and fittings), the sewerage and drainage line in the kitchen and toilet/s. No other amenities and the common area will be provided to the Allottee/s. Further the Allottee/s shall not ask for a rebate in the price/consideration on that account. The said essentials shall not be disturbed directly or indirectly by the Allottee/s. The Allottee/s shall carry out fittings works of electrical lines, internal doors, fixing of tiles, internal walls and all other amenities and work strictly in accordance with the MCGM / BMC regulations and after obtaining necessary permissions, whenever required, at his / her / their own cost. It is further clarified that the Allottee/s shall ensure that all the fittings are as per the sanctions and permissions obtained. It is specifically made clear that the Allottee/s hereby undertakes not to carry out any structural changes in the said Building. The Allottee/s further agrees and undertakes not to make any changes or carry out any work which shall be an obstruction or hindrance to the Allottee/s in obtaining the full occupation certificate of the building. The Allottee/s hereby indemnify and agrees to keep the Promoter against all claims, damages etc. that may be made or suffered by the Promoter in respect of the work carried out in flat / premises. In case of unavailability, the Promoter is entitled to give an equivalent product and the Allottee/s hereby irrevocably grants his consent to the same.

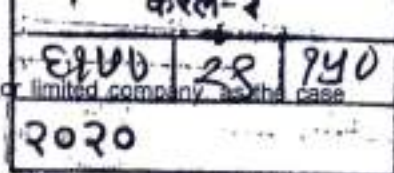


24. Commencing a week after notice in writing is given by the Promoter to Allottee/s that the said flat/unit is ready for use and occupation irrespective of whether the possession of the said flat/unit is taken or not in accordance with this agreement, the Allottee/s as and when called upon by the Promoter and/or society and/or any body of individuals, shall be liable to bear and pay an amount being a lump sum amount towards the proportionate share (i.e. in proportion to the floor area of the flat) of outgoings in respect of the said property and building/s including local taxes, betterment charges, development charges etc. (by whatever name it is/may be called) lease rent or ground rent payable to MCGM/SRA or such other, taxes, charges or levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs, and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property / building/s. The Allottee/s alone shall be responsible and liable for payment of GST on such amounts. Until the said society / limited company is formed and the said property and buildings are transferred to it, the Promoter shall use the amounts for the outgoings as may be determined from time to time. The Allottee/s further agree/s and undertake/s to pay to the Promoter / Co-op. Society/Company any additional amount demanded over and above the aforesaid amount towards the outgoings, as and when required without any demur and protest. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter till the necessary transfer deed / lease deed is executed in respect of the land underneath the concerned building in favour of the society or a limited company, subject to provisions of the said Act and the rules made thereunder. On such document being executed, the aforesaid deposit (less deductions provided for under this

AmR

Bani

agreement) shall be paid over by the Promoter to the society or limited company as the case may be, subject to deductions to be made, if any.



25. The Allottee/s is aware that the Sale Building and the common areas and amenities in the said Sale Building including the Club House shall be maintained and managed by the Promoters/Promoters / a Facility Management Company (FMC) appointed by the Promoters/Promoters. The Allottee/s along with the other Allottee/s of the said flat/unit shall be entitled to avail of the services provided or arranged by or through the Promoters/ FMC at a cost or charges that may be fixed by the Promoters/FMC. All common costs, charges and expenses that may be claimed by the Promoters/FMC shall be to the account of and borne by the Allottee/s of the Said flat/unit in the said Sale Building. These common costs shall be shared by all such Allottee/s on pro-rata basis determined by the Promoters and/or FMC, which determination shall be binding on the Allottee/s.

26. **COMMON AREAS AND AMENITIES. RESTRICTED AREAS AND AMENITIES AND CLUB HOUSE :**

- a. The Promoters shall make available the Common Areas and Amenities as set out in ANNEXURE "L" hereto.
- b. Restricted Areas and Amenities



Upon making full payment of all amounts due under this Agreement and completion of the said Sale Building, the Allottee/s shall be entitled to use the facilities of the "Club House" which is proposed to be constructed on a portion of the said Property which shall be under the control of FMC or any other person nominated by the Promoters. Any memberships shall be permitted only if the individual is the Allottee/s of the Said flat/unit and on payment of fees as may be decided by the Promoters / FMC from time to time. Similarly, charges for any guests shall be determined by the Promoters / FMC. The membership will be subject to the terms and conditions, rules and charges, as may be framed /levied from time to time by the Promoters/operator(s) of "the Club House ". The Allottee/s hereto is aware that the Promoters are constructing one Club House, in the said Property and the Allottee/s shall have access only to the Club House in respect of his / her / their said Sale Building only. The Allottee/s undertakes to be bound by the rules framed by the Promoters / FMC with regard to the access to the Club House in the said Property and the Allottee/s hereby waives his/her /their right to raise any objection in this regard. The right to use the facilities at the Club House shall be personal to the Allottee/s of the Flat/unit in the said Sale Building and shall not be transferable in any manner to any third person or party whatsoever. In the event that the said Flat/unit in the said Sale Building is sold / transferred by the Allottee/s then the Allottee/s shall be deemed to have transferred the right to utilize the said facilities as well as the membership to the then Allottee/s/transferee of the said Flat/unit, who shall pay necessary entrance fees for a sum of Rs.5,00,000/- (Rupees Five Lakhs Only) or any additional amounts, that may be decided by the Promoters. It is, however, clarified that that the Promoters/Promoters shall be entitled to grant membership rights to such other person(s) as they may deem fit to be and the Allottee/s shall not be entitled to object to the same. The Allottee/s shall be obliged to pay the charges, if any, levied by the operator of the Club House for specific service(s) availed of by the Allottee/s. The Allottee/s shall, in addition to the Total Consideration and other amounts payable hereunder, at the time the said Flat/unit is made available to the Allottee/s for the fit outs, be obliged to and agrees to pay to the Promoters towards non-

AMR

AB2

refundable gym membership admission maintenance agency the monthly subscription / charges / service/user fees the amount as set in the table below hereto in respect of the " Club House " membership from the month the services of the Club House are made available to the Allottee/s of the said Flat/unit in the said sale Building. It is clarified that certain facilities shall have usage charges in addition to the said Club House membership charges and same shall be payable on or

before the date of Offer of Possession of the said flat/unit as specified by the Promoters, along with applicable taxes, if any. The membership to the Club House shall be renewed on such the terms, conditions and charges as may be imposed by the Operator of the Club House. The Allottee/s is/are aware and agrees that the Club House may be ready for use upto 24 (Twenty Four) months after date of Offer of Possession and in the period between Date of Offer of Possession and opening of the Club House, the Allottee/s shall not be able to use the facilities of the Club House and shall not object to the same.

27. The Promoter does not warrant or guarantee for use, performance or otherwise the services provided by the operator of the Club House. The Parties hereto agree that the Promoters shall not be responsible and/or liable in connection with any deficiency or the performance / non-performance of the services or otherwise provided to the Allottee/s.

28. The Allottee/s shall after payment of the entire purchase consideration to the Promoter and all applicable taxes and outgoings to Promoter under this Agreement on execution of this Agreement and prior to taking possession of the said flat/unit, deposit with the Promoter sums of money as

mentioned in Clause 30 herein below in addition to any other amounts mentioned in this Agreement. The Purchaser shall within 7 days of receipt of the said notice that the Purchaser should take possession of the said premises or on taking possession of the said Premises whichever is earlier pay to the Builder/Estate Manager following, as may be directed in the said notice.

(i) an ad-hoc amount of Rs. At Actuals (Rupees At Actuals Only) to facilitate either the Promoter or the Estate Manager to pay on behalf of the Purchaser the proportionate actual municipal property taxes payable by the Purchaser to the concerned authority in relation to the said Premises and Building; the Promoter /Estate Manager shall adjust and appropriate the said ad-hoc amount in payment of the municipal property taxes at actuals payable by the Purchasers on proportionate basis in relation to the said Premises and Building.

(ii) a lumpsum amount of Rs. At Actuals (Rupees At Actuals Only) which shall be utilized towards the outgoings from the lift maintenance contract of the lifts in building D, Cable TV charges, intercom maintenance contract, common lights, electricity charges, water charges, charges for watchmen, house-keeping in connection with building;

(iii) an ad-hoc amount of Rs.4,05,000/- (Rupees Four Lakhs Five Thousand Only) which shall be utilised towards the outgoings in connection with the development charges, taxes common infra, commercial services, facilities, amenities including the garden, which are common for Building and other buildings and the said property.

(iv) a lumpsum amount of Rs. At Actuals (Rupees At Actuals Only) which shall be utilised towards the proportionate monthly contributions payable towards the outgoings in connection with the said Premises.



AmR

[Handwritten signature]

- 4521-4

2960	39	940
------	----	-----
- (v) a lumpsum amount of Rs. At Actuals (Rupees At Actuals Only) which shall be utilised towards the proportionate monthly contributions payable towards the outgoings in connection with the said parking space.
- (vi) an aggregate lumpsum amount of Rs.25,000/- (Rupees Twenty Five Thousand Only) for meeting all legal cost, charges and expenses including professional cost of attorneys at law, advocates and solicitors of the Promoter in connection with the cost of preparing and engrossing this Agreement.
- (vii) an aggregate lumpsum amount of Rs. 500/- (Rupees Five Hundred Only) for share money of 10 (ten) shares of Rs.50/- (Rupees Fifty Only) each and Rs.100/- (Rupees Hundred Only) towards entrance fee of the proposed co-operative housing society or limited company.
- (viii) an aggregate lumpsum amount of Rs.25,000/- (Rupees Twenty Five Thousand Only) towards the deposit to meet the legal expenses and other out of pocket expenses/expenditure for formation and registration of the society or ultimate body of Purchasers.
- (ix) an ad-hoc amount of Rs. At Actuals (Rupees At Actuals Only) to facilitate the Promoter or the Estate Manager to pay on behalf of the Purchaser the proportionate actual non-agricultural assessment charges, taxes, rate etc., payable by the Purchaser to the concerned authority in relation to the said Premises and Building; the Promoter /Estate Manager shall adjust and appropriate the said ad-hoc amount in payment of non-agricultural assessment charges, taxes, rate etc., at actuals payable by the Purchaser on proportionate basis in relation to the said Premises and Building.
- (x) an aggregate lumpsum amount of Rs.1,00,000/- (Rupees One Lakh Only) towards deposit for water meter and electric meter and costs of electric substation and cables.
- (xi) an aggregate lumpsum amount of Rs.10,000/- (Rupees Ten Thousand Only) towards Pipe Gas Connection Charges, if gas pipe line is installed.
- (xii) an aggregate lumpsum amount of Rs.5,00,000/- (Rupees Five Lakhs Only) towards Corpus Fund to be paid at the time of possession and taxes applicable from time to time.

- 30 (b) The date of commencement of the Purchaser's liability to pay the municipal property taxes, non-agricultural assessment charges, taxes, rate etc., outgoings towards common infra and outgoings for the period/s specified or otherwise in the aforesaid sub-clauses 30 (a) (i) (ii) (iii) (iv) and (vi) shall be mentioned in the letter of intimation to be sent by the Builders to the Purchasers. The aforesaid ad-hoc amounts and lumpsum amounts shall not carry interest and are inclusive of co-ordinating fees (which includes accounting fees) of the Promoter/Estate Manager, as the case may be. The Promoter /Estate Manager, as the case may be, shall not be liable to render accounts in respect of the lumpsum amounts mentioned in the aforesaid sub-clauses 30 (a) to the Purchaser and/or the concerned Organization/s/Federation. The Promoter /Estate Manager, as the case may be, shall also not be liable to render accounts in respect of co-ordinating fees, which are included in the aforesaid Organisation/s/Federation. The Purchaser is aware that the Promoter /Estate Manager, are only co-ordinating with the Agency who shall provide the services relating to the Building and the said property

करल-२		
६९७०	३२	२४/१०
२०२०		

to the Purchaser. The Purchaser agrees that the Purchaser shall not either by himself/herself/themselves/itself or through the concerned Organisation and/or Organisations interfere in the co-ordination by the Promoter / Estate manager with the Agency of Building, the said property and the said parking space.

30 (c) on the ad hoc amounts referred to in sub-clause 30 (a) herein being depleted, and on the expiry of the said periods referred hereinabove, the Promoter /Estate Manager, as the case may be, shall call upon the Purchaser and the Purchaser shall within seven days from the date of the Purchaser being called upon to make payment thereof, pay to the Promoter / Estate Manager the amounts towards the municipal property taxes, non-agricultural assessment charges, taxes, rate etc., outgoings, etc. as mentioned in the bills presented by the Promoter /Estate Manager to the Purchaser in order to enable the Promoter /Estate Manager to pay the same on behalf of the Purchaser to the necessary parties. The Purchaser agrees that he/she/they/it shall also in addition to the aforesaid pay to the Promoter /Estate Manager as the case may be, on quarterly basis co-ordinating fees (which shall be inclusive of accounting fees) at 15 % of the bill amount and the Promoter /Estate Manager shall not be liable to render accounts in respect of such co-ordinating fees. The said amounts shall be payable by the Purchaser in advance for every quarter as per the aforesaid bills. The Promoter /Estate Manager, as the case may be, shall give consolidated account to the said Organisation, in respect of the amounts paid under this clause towards Building and the said parking spaces, (if the same is under the still of Building or in the compound of Building) when the charges of Building and the said parking space as mentioned hereinabove is handed over to the said Organisation; and if the said parking spaces on the said Property then to the Federation/Organisations; to the Federation/Organisations in respect of the amounts paid under this clause towards the said property when the charge of the said property is handed over to the Federation/Organisations. The Builders/Estate Manager shall not be bound or liable to pay the municipal property taxes, non-agricultural assessment charges, taxes, rate, etc., and outgoings in respect of the said Premises, Building and the said property as referred to hereinabove and the said parking space unless all the purchaser of flats, units and premises in Building and the said property as the case may be, pay his/her/their/its respective proportionate share towards the municipal property taxes, non-agricultural assessment charges, taxes, rate etc., and outgoings as aforesaid. The Promoter /Estate Manager, as the case may be, shall not be liable for any consequences that may ensue on account of payment of the municipal property taxes, non-agricultural assessment charges, taxes, rate etc., and outgoings not being made on account of the said reason or reasons beyond their control.

30 (d) The Purchaser shall in addition to the amounts payable by the Purchaser as mentioned in clause 30 (a) herein be liable to pay the said taxes i.e. service tax, value added tax, TDS, capital tax and/or any other taxes, cess, dues, duties, imposition, premium, surcharge, fees, levies or any other charges levied by State and/or Central government with interest and penalty, if any, as the case may be, (whether retrospective or prospective) in respect of any and all amounts including



AmR *[Signature]*

the purchase price paid/payable by the Purchaser in terms of this Agreement or pursuant thereto. If the same are not paid as aforesaid, the Purchaser shall be liable to pay the same with interest, if any, before taking possession of the said Premises. In case the said taxes are not paid by the Purchaser on or before taking possession of the said Premises and/or the said parking space, as the case may be, then in that event, the Purchaser hereby irrevocably authorizes the Promoter, and the Promoter shall be entitled, to adjust the unutilized amounts from and out of the amounts mentioned in clause 30 (a) towards the said taxes payable by the Purchaser. In the event the said unutilized amounts are not sufficient to pay the entire said taxes payable by the Purchaser or the Promoter do not adjust the said unutilized amount for payment of the said taxes payable by the Purchaser, then in that event, the Purchaser shall forthwith on demand pay to the Promoter the amount payable by the Purchaser in order to enable the Promoter to pay the same to the concerned authorities. The Purchaser confirms that adjustment by the Promoter of the said unutilized amounts for payment of the said taxes as stated hereinabove will not absolve the Purchaser from making payments to the Promoter /Estate Manager to meet the short fall in or the further amounts payable by the Purchaser under clause 30 (a) hereinabove and the Purchaser shall pay the same without any protest and there shall be a charge on the said Premises for such unpaid amounts (without prejudice to any other rights that may be available to the Builders and or the Estate Manager). Any such failure/neglect to pay shall be deemed to be a breach within the meaning and ambit of the provisions under this Agreement and the consequences for such breach as provided in the Agreement shall follow. The Purchaser hereby indemnifies and agrees to keep the Promoter indemnified for all times against any loss or damage or penalty or prosecution that may be occasioned to the Builders on account of the Purchaser failing to pay to the Promoter on demand the amount payable by the Purchaser towards the said taxes as provided hereinabove.



- 30(e) Without prejudice to the above the Purchaser shall pay to the Promoter /Estate Manager as the case may be, interest at the rate of 1.5% per month with annual rests-compounded interest for the period for which the payment of the aforesaid dues have been delayed.
- 30(f) If the amount under any head shall fall deficient, (i) the Purchaser shall forthwith on demand pay to the Promoter /Estate Manager, as the case may be, his/her/their/its proportionate share to make up such deficit and (ii) if the Promoter are of the opinion that the maintenance of Building and common Infra on the said Property and/or due payment of municipal property taxes, non-agricultural assessment charges, taxes, rate etc., and other taxes is suffering thereby, and there is any unappropriated amount under any other head, the Promoter may at their sole discretion themselves or the Estate Manager on the directions of the Builders shall appropriate and utilise such amount for any of the other purposes referred in this Agreement and such directions by the Promoter to the Estate Manager shall be binding on the Estate Manager and the flat, unit, premises purchasers and the concerned Organisation. The Builders shall give details/list of the defaulting members, if any, to the concerned Organisation/Federation. The concerned Organisation shall recover from its defaulting members/purchaser, if any, the

AMR

करल-२		
E900	38	940
२०२०		

amounts or dues payable by them towards the aforesaid taxes, non-agricultural assessment charges, taxes, rate etc., and outgoings alongwith interest thereon and pay the same to the Promoter /Estate Manager, as the case may be.

30(g) The Purchaser hereby agrees that the Purchaser shall in addition to the amount mentioned in clause 30 (a) herein pay the Builders/Estate Manager, as the case may be, such further ad-hoc amount as may be determined by the Promoter /Estate Manager on account of enhancement in the municipal property taxes due to the Purchaser letting, sub-letting and/or otherwise parting with possession of the said Premises to any third party. If the Purchaser fails to pay such further ad-hoc amount then the Purchaser/his/her/their/its lessee/sub-lessee/tenant and/or any other party claiming through the Purchaser shall not be entitled to the use of the common infra, common services, facilities, amenities etc. till such time the Purchaser makes payment thereof together with interest thereon to the Promoter /Estate Manager, as the case may be; notwithstanding what is stated hereinabove the Builders/Estate Manager shall at their sole discretion be entitled to pay the same from and out of the ad-hoc amount mentioned in clause 30 (a) and/or utilise the said ad-hoc amount for payment of such municipal property taxes. The said obligations of the Purchaser and remedies of the Promoter /Estate Manager shall be without prejudice to the other remedies available in law to the Builders. The Promoter /Estate Manager shall not be liable for any consequences that may ensue on account of the Purchaser failing to make the payment towards the same as provided herein.



30(h) In the event of the Purchaser making any default in the payment of the outgoings, municipal property taxes, non-agricultural assessment charges, taxes, rate etc., other taxes, amounts and/or other payments payable under the terms and conditions of this Agreement, then Purchaser shall cease to be entitled to the use (and the Promoter will in such event be entitled to take appropriate steps to stop the Purchaser from using) of the common infra, common areas, services, facilities, amenities till such time as he/she/they/it makes the payments together with interest thereon. If the default is for three months and in the event of the default continued even after giving fifteen days' notice in writing to the Purchaser calling upon him/her/their/it to make the payments such default shall be deemed to be just and reasonable clause under provision of RERA Act to cut off or withhold any essential supply or service enjoyed by the Purchaser in respect of the said Premises, till such time as he/she/they/it makes payments of the said amounts together with interest thereon.

30 (i) The Purchaser hereby confirms that the Promoter and/or the Estate Manager shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the said Premises and/or Building and/or the said Property by the concerned authorities due to non-payment of municipal property taxes, electricity bills and/or other dues etc. to the said authorities on account of default in making payments of the said municipal property taxes, non-agricultural assessment charges, taxes, rate etc., electricity bills and/or other dues etc. by the Purchaser or other purchaser of premises therein and/or their failing to comply with their obligations under this Agreement.

AmR

Signature

*Note:- All other Service Taxes, GST, Charges, Cesses, Levies & Stamp Duty and Registration charges 2% of flat value or Market value whichever is higher or actuals and * GST as applicable, to be paid by the Purchaser as on demand

30. The Promoter shall utilize the above mentioned amounts plus taxes/as mentioned in Clause 30 paid by Allottee/s for meeting all legal costs, charges and expenses including professional costs of the attorneys at law/advocates of the Promoter in connection with formation of the said society or limited company or any other ultimate body of Allottee/s as the case may be, for preparing its rules, regulations and bye-laws and the Deed of Conveyance / Lease / Assignment of Lease, as the case may be / or any other documents of transfer.
31. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as deposit, sums received on account of the share capital, and shall utilize the amounts only for the purpose for which they have been received.
32. The Allottee/s shall pay stamp duty and registration charges payable, if any, by the said society or limited company, on the Conveyance/Lease/Assignment of Lease, or any document or instrument of transfer in respect of the said property and/or any part thereof and the said building and/or parcel of the common areas which are common to all the Allottee/s. The Allottee/s etc. have been proportionately charged for this common areas with specific right to park vehicles / cars in an open area / still / podium levels and which area has been sanctioned by the corporation for parking vehicles. The Allottee/s is also aware that the Promoter have already allotted to some other Allottee/s as and by way of an additional amenity the exclusive right to park vehicles / cars in the open space passed for parking vehicles, still and parking floor areas in the car towers as shown in the plan hereto. A list of such exclusive rights which has already been given to the Allottee/s and the Allottee/s herein hereby unconditionally accepts and confirms the same and agrees not to oppose the grant of such exclusive rights to park at any time hereafter and specifically agrees to vote in favour of creation of such exclusive rights if, at any stage, any voting takes place on a resolution passed in this regard at any meeting at the time or after the formation of the society or other body in the meeting of the society or otherwise, whether General Body Meeting or of any Managing Committee in respect thereof or otherwise in any manner whatsoever including by circular resolution. These exclusive rights to park vehicles / car as aforesaid are both inheritable and transferable and will stand attached to the said flat/unit the same being an amenity attached to the said flat/unit and the same shall not be transferred by the Allottee/s otherwise than with the transfer of the said flat/unit. The Allottee/s agrees and undertakes to support any further exclusive rights to park that may be created by the Promoter herein in favour of the Allottee/s which may be hereinafter made without any objection whatsoever and also agrees and undertakes not to object to and to specifically vote in favour of such exclusive rights in any resolutions that may be put up for passing in the General Body Meetings or Managing Committee Meeting of the society or other body in the meeting of the society or otherwise in any other meeting. The Allottee/s is aware that specifically relying on the aforesaid assurances and undertakings, the Allottee/s is specifically granted exclusive rights to park as stated herein. The Agreement shall be treated as an irrevocable consent to the Promoter granting such exclusive rights to flat Allottee/s.



करल-२
 E940 3E 744
 2020

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



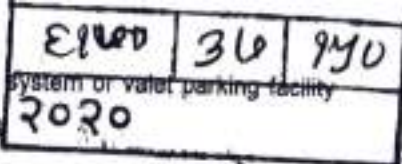
(ii) For the effective management of car parking spaces in the said Building and in order to avoid any later disputes, the Promoters are entitled to carry out a tentative earmarking of a certain number parking spots in the mechanical parking system of the said Building for exclusive use thereof by certain acquires of said flat/unit in the said Building depending on availability of parking spots in the Mechanical Parking System. The Allottee/s agree/s that the Promoters shall be entitled to do such earmarking of such number of car parking spots at its discretion and the Allottee/s hereby accept/s the decisions taken by the Promoters in relation to such earmarking of car parking spots. The Allottee/s further agrees/s and undertakes/s that pursuant to formation and registration of the organization of all Purchasers/holder/s (defined hereof as the Common Organization) and admission of the Allottee/s to the said Common Organization as member/s thereof, the Allottee/s shall cast his/her/their votes in the first general meeting or shareholders meeting, as the case may be, of the Common Organization in favour of approving such car parking earmarking as done by the Promoters, so that the respective person/s in whose favour the Promoters have earmarked a certain number of car parking spots, will be allotted such respective car parking spot/s by the said Body for exclusive use along with rights of transferability in respect thereof. As per such tentative plans prepared by the Promoters, the holder of the said flat/unit would be entitled to park 1 (One) vehicle in the Mechanical Parking system.

(iii) It is clarified that in the event that the car parking spot/s are tentatively earmarked for the Allottee/s in the Mechanical Parking, then and in such an event, the Allottee/s may not be allotted any independent or identifiable car parking spaces/s. Within each mechanical parking system, there shall be no identifiable space for parking of any particular vehicle/s. The Allottee/s hereby confirm/s that the Allottee/s has/have no objection to the same and that the Allottee/s shall not park his/her/their car/s at any other place in the said Building. The Allottee/s hereby agree/s and undertake/s that the Allottee/s shall bear the costs and expenses of the maintenance of such Mechanical Parking system or also keep such valet parking facility at his/her/their costs for parking or removal of cars from the Mechanical Parking system. The Allottee/s shall not refuse to bear such costs and/or expenses on

AMR

BBain

the ground of non-utilisation of such Mechanical Parking system or valet parking facility or on any other ground whatsoever and howsoever arising



34. Agreed further that the irrevocable consent given herein shall be treated as an affirmative vote of the Allottee/s and the Allottee/s would be deemed to have assented to any resolution put up by the society or Managing Committee or body referred to hereinabove.
35. The Promoter shall be entitled to enter into agreements with other Allottee/s on such terms and conditions as the Promoter may deem fit without affecting or prejudicing the rights of the Allottee/s in the flats/unit/ commercial said flat/unit etc. under this agreement.
36. It is hereby expressly agreed that the Promoter shall, notwithstanding anything contained in this agreement, be entitled to sell the flats/units/said flat/unit, shops, garages and allot or deal with as they may deem fit 'exclusive user of open spaces/parking space/stack parking terrace or portion thereof etc. in the new proposed building and other structures on the said property for residential user or parking or for any other permissible user in that behalf in such manner and on such terms and conditions as the Promoter may deem fit without affecting or prejudicing the rights of the Allottee/s in the said flat/unit under this agreement. The Allottee/s and the Society shall not object to and hereby give his/her/its irrevocable consent to the Promoter, its agents, selling or otherwise dealing with garages, stilt podium parking stack parking spaces, open spaces etc. and such allotment, sale etc. shall be binding on the Allottee/s.
37. The Promoter shall endeavour to hand over possession of the said flat/unit to the Purchaser on or before December, 2020 subject to what is otherwise stated herein. If the Promoter fails and neglects to give possession of the said flat/unit on the aforesaid date, then such date may be extended by mutual consent then the Allottee/s shall have the option to terminate this agreement after giving 45 days' notice in writing thereupon the Promoter shall be liable to refund to the Allottee/s within 12 months such termination along with simple interest at the rate which is the highest marginal cost of lending rate of State Bank of India plus 2% per annum being the same interest rate as mentioned in Clause above from the date the Promoter received the sum till the date the said amount and interest thereon is paid to the Allottee/s. It is agreed that upon the termination of this Agreement by the Allottee/s, the claim of the Allottee/s shall be restricted to refund of monies paid with simple interest as aforesaid and that the Allottee/s shall not be entitled to claim any loss and/or damages for mental trauma or otherwise whatsoever. The entire amounts to be refunded with the interest payable on the amounts refundable to the Allottee/s shall be paid solely by the Promoter as it is the Promoter's responsibility to complete the construction in a timely manner. The amount so refunded shall be in full and final satisfaction and final settlement of all the claims of the Allottee/s under this Agreement. The Allottee/s shall be entitled to such refund from the promoter only after execution and registration of the deed of cancellation and waiving his/her /their right and interest derived from this agreement. The Allottee/s shall before exercising its rights under this clause shall have to ensure that he/she/they are not under any breach/breaches of this agreement and have fulfilled their obligations in totality. The Allottee/s agrees that receipt of the said refund by Cheque from the Promoter by the Allottee/s by registered post acknowledgement due at the address given by the Allottee/s in these presents whether the Allottee/s accepts or encashes the cheque or not, will amount to the said refund. The protection available to the Allottee/s in this clause is subject to the Allottee/s having paid all the amounts due and payable hereunder as per the payment schedule stated in this agreement. In such event the Promoter shall pay the aforesaid flat/unit to

AMB

Handwritten signature or initials.

the Allottee/s and thereupon the Promoter alone shall be entitled to deal with or dispose of the said Flat/unit as they may deem fit.

The Promoter shall be entitled to a reasonable extension of time for handing over the possession of the said Flat/unit as stated in Clause 37 hereinabove, if the completion of the said free sale building in which the said Flat/unit is situated is delayed on account of but not because of an act and/or omission on the part of the Promoter.

- (i) Non-availability of steel, cement, other building material, water or electric supply for a period of not more than six months.
- (ii) War, Civil Commotion, Riots or Act of God; or
- (iii) Any notice, order, rule, notification of the Government and/or other public or competent authority; or
- (iv) changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project; or
- (v) on account of delay in issue of the Occupation Certificate/part Occupation Certificate and/or any other Certificate/permission/approval as may be required in respect of the said free sale building by the said local authority or
- (vi) delay in grant of any NOC / permission / license / connection for installation of any services, such as lifts, electricity and water connections and meters to the project / flat / road or completion certificate from appropriate authority for which such delay shall be condoned by not be more than six months; or
- (vii) any stay, injunction or other order of any court, tribunal or authority;

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

Allottee/s shall bear and pay the proportionate municipal taxes, maintenance charges and all other outgoings in respect of the said building from 15 days from the date of intimation to the Purchaser to take possession in respect of the said Flat/unit. The common expenses in respect of the said Property shall be shared by the Allottee/s of units and other said flat/unit of the said building in proportion of their respective area. The Allottee/s shall not be entitled to ask for adjustment of the deposit amounts mentioned herein against the expenses, taxes, other outgoings etc. levied by Slum Rehabilitation Authority/Municipal Corporation of Greater Mumbai and local authorities.

40. The Allottee/s shall take possession of the said Flat/unit within 15 (fifteen) days of the Promoter giving written notice to the Allottee/s intimating that the said Flat/unit are ready for use and occupation. Provided that if within a period of 1 (one) year from the date of handing over the said Flat/unit to the Allottee/s, the Allottee/s bring/s to the notice of the Promoter any structural defect in the said Flat/unit or the said building in which the said Flat/unit is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible, such defects shall be rectified by the Promoter at the Promoter's own cost and in case it is not possible to rectify such defects then the Allottee/s shall be entitled to receive from the Promoter reasonable compensation for such defect or change. However, if the Allottee/s carries out any alteration or addition or change as regards columns, beams, slabs, and/or ceiling or outer walls any other structural change/alteration in the said Flat/unit or any part thereof in the said Flat/unit and/or the

said sale building, the liability of the Promoter shall come to an end and the Allottee/s shall be responsible to rectify such defect or change at their own cost.

41. The Allottee/s shall use the Flat/unit or any part thereof or permit the same to be used only for purpose of residence/office/show-room/shop/godown or any other user permitted in law. He shall use the garage or parking space only for purpose of keeping or parking vehicle.
42. The Allottee/s alongwith other Allottee/s of Flat/units in the building shall join in forming and registering the society or association or a limited company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to register the common organization of Allottee/s. No Objection shall be taken by the Allottee/s, if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
43. In case of a building or a wing of a building in a Layout, within 12 months from the date of the entire consideration from all the Allottee/s, the Promoter shall (subject to his right to dispose of the remaining Flat/units, if any), execute the conveyance/lease/assignment of the entire structure of that building or wing of that building (excluding basements and underground parking) and the conveyance / lease of the entire undivided or inseparable land underneath all buildings jointly in favour of the apex body, Federation of all the societies jointly or otherwise as they may deem fit.

The Apex Body or Federation formed by the legal entities on a layout plot shall manage and administer the common areas and the facilities without having any legal rights, title and interest in the building or buildings in such a layout plot and all legal rights, title and interest in the building or buildings shall belong to the respective entities in whose favour the Conveyance/Lease/Assignment of Lease, as the case may be of such building or buildings is executed.

PROVIDED THAT, notwithstanding anything contained in the Act or in any agreement or in any judgment, decree or order of any court or in any other law for the time being in force, the Promoter shall be entitled to develop and continue to develop the remaining layout land, with the right to use the internal access roads and all the facilities, amenities and services in the layout and to construct any additional structures thereon by consuming the balance Floor Space Index and balance Transfer of Development Right, fungible Floor Space Index and balance additional Floor Space Index relating to the said layout land and any future increase in Floor Space Index and the Transfer of Development Rights, Floor Space Index and additional fungible Floor Space Index therein due to change in the law or the policies of the Government or local authority.

PROVIDED FURTHER THAT, and it is agreed by the flat Allottee/s that if the Floor Space Index of the plot in the layout is increased due to change in the law or the policies of the Government or local authorities, or otherwise subsequent to Conveyance/Lease/Assignment of

Lease, as the case may be / lease of any one or more structures to the organization of flat Allottee/s, then increase in Floor Space Index before the formation of the Society and even post formation of the Society for a period of 5 years after the execution of the Deed of Conveyance/Lease/Assignment of Lease, as the case may be and/or deemed Conveyance/Lease/Assignment of Lease as, the case may be and/or after the statutory vesting of the said Sale Building in favour of the Society or federation of societies or apex society shall belong to the Promoter. The Promoter shall not be bound to obtain any consent or permission from the organization of flat Allottee/s in the said layout land or phase for the purpose of utilizing the balance Floor Space Index or the Transfer of Development Right, Floor Space Index or additional fungible Floor Space Index. The flat Allottee/s shall not be entitled to and shall not object to such development. The flat Allottee/s and their permitted successors in title shall not be entitled to object and shall not object to such document in any of the meeting of the ultimate society by whatever name called.

44. It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold units / said flat/unit and other said flat/unit including car parking spaces in the said building shall at all times, including after the formation and registration of the Common Organization and/or after the Conveyance/Lease/Assignment of Lease, as the case may be of the said Property and the said building in favour of the Common Organization, be and shall remain the absolute property of the Promoter, and the Promoter shall become members of the Common Organization in respect thereof, and the Promoter shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Allottee/s herein, nor the Common Organization shall object to or oppose the same. On the Promoter, as the case may be, intimating to the Common Organization the name or names of the Allottee/s or acquirer/s of such unsold units, said flat/unit, etc., the Common Organization shall forthwith accept and admit such Allottee/s and acquirers as their member/s and shareholder/s and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same and without charging/recording from them any premium, fees, donations or any other amount of whatsoever nature in respect thereof. The Promoter shall not be liable to pay maintenance charges for the unsold units to the Common Organization save and except the municipal taxes with effect from receipt of occupation/ completion certificate. The Promoter shall at its discretion pay the municipal property taxes, non-agricultural assessment charges/taxes/rate etc. in respect of unsold Said flat/unit / Units / Flats directly to the BMC. It is clarified that the Promoter will not be liable to pay any other amounts in respect of the unsold Said flat/unit / Units / Flats, Adequate provisions for the above shall be made in the said Documents of Transfer.

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



AmR

[Signature]

proportionately by all the Allottee/s in the said Building. The share of the Allottee/s in such costs, charges and expenses shall be paid by him/her/them immediately when required.

46. It is hereby expressly clarified, agreed and understood between the parties hereto that:

- (a) If any portion of the said property is acquired or notified to be acquired by the Government, or by any other public body or authority, the Promoter shall be entitled to receive all the benefits in respect thereof and/or the compensatory F.S.I. and/or TDR or all other benefits which may be permitted in lieu thereof till the society or limited company or other body is formed and registered and the said property and building is transferred. The Promoter shall be entitled to use any additional F.S.I. and/or TDR or additional construction that may be permitted by the local body or concerned authority on the said property for any reasons whatsoever including F.S.I. in respect of any adjoining or neighboring property. Such additional structures and storeys will be the sole property of the Promoter who will be entitled to deal with or dispose of the same in any way the Promoter choose and the Allottee/s hereby irrevocably consent to the same. The Allottee/s shall not be entitled to raise any objection or claim any abatement in price of the said flat/unit agreed to be acquired by them and/or any compensation on the ground of inconvenience or any other ground whatsoever.
- (b) The entire unconsumed and residual F.S.I. and T.D.R., if any in respect of the said building to be constructed on the said building on the said Property / the Govt. scheme land and the entire increased, additional and extra F.S.I. which may be available at any time hereafter in respect thereof for any reason whatsoever including change of charge in the status, D. P. Plan, Rules, the proposed D. C. Regulation (2034) Regulations and bye-laws governing the FSI as also the changes to Development Plan F.S.I. or otherwise which may be available, it is possible for the Promoter to acquire certificate/s of Development Right of other properties (commonly known as TDR) and to make additional construction on the said property by utilizing such Development Rights on any account or due to any reason whatsoever, including on account of handing over to the Government or the Municipality any set back area, and/or due to any change in law, rules or regulations, shall absolutely and exclusively belong to and be available to Promoter, free of all costs, charges and payments, and neither the Allottee/s herein, nor the Organization shall have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof and/or of inconvenience and/or of light and ventilation and/or density and environment and/or of water and electricity;
- (c) The Promoter shall have, the full right, absolute authority and unfettered discretion to use, utilize and consume the aforesaid FSI and TDR respectively, becoming available to the promoter on various aforesaid occasions, before the formation of the Society and even post formation of the Society for a period of 5 years after the execution of the Deed of Conveyance/Lease/Assignment of Lease, as the case may be and/or deemed Conveyance/Lease/Assignment of Lease as, the case may be and/or after the statutory vesting of the said Sale Building in favour of the Society or federation of societies or apex society for constructing any new and additional structures and floors thereon, and/or otherwise howsoever, as the Promoter may desire and deem fit and proper and as may be legally permitted, whether now or at any time in future. It is expressly agreed that in case of vertical expansion of the said building by way of additional floor/s, the Promoter

AMR

Bhanu

करल-२	
E800	82
2020	1990

shall be entitled to shift the water tank/s, dish antenna/s, relay station for cellular and satellite communications etc., either over and above such additional floors and/ or externally in such other place/s as the Promoter may deem fit and proper even after the document of transfer is executed and registered.

(d) The Allottee/s agree/s and undertake/s to permit and give the Promoter all facilities for making such additions, alterations or to put up any additional structures or floors, on the said property which addition may be horizontal and/or Vertical to the building to be constructed on the said property even after the said society or limited company or ultimate body is formed and registered and the said property and the said building or part thereof is transferred to the society till the work of additions and alterations above is completed in full and possession of such flats etc., are handed over to the respective Allottee/s of such said flat/unit etc. The Allottee/s agree/s and undertake/s not to object to such construction on the ground of nuisance, annoyance and/or otherwise for any other reasons.

(e) All such new and additional tenements, units, said flat/unit buildings and structures shall absolutely and exclusively belong to the Promoter, and neither the Allottee/s herein, nor the Common Organization shall have or claim any rights, title, benefits or interests whatsoever in respect thereof and the Promoter shall be entitled to deal with, sell, let or otherwise dispose of and transfer the same in any manner, to any person/party of its choice for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, and neither the Allottee/s nor the Common Organization shall raise any dispute or objection thereto and the Allottee/s hereby grants his/her/their irrevocable consent to the same;



(f) The Promoter shall be entitled to revise the boundary or area of the layout in respect of the said property and to submit any revised layout or amended building plans for the purpose of revision of the layout in respect of the said property as the Promoter may desire or deem fit from time to time.

(g) The formation of the Society and even post formation of the Society, for a period of 5 years after the execution of the Deed of Conveyance/Lease/Assignment of Lease, as the case may be and/or deemed Conveyance/Lease/Assignment of Lease as, the case may be and/or after the statutory vesting of the said Sale Building in favour of the Society or federation of societies or apex society the Promoter will be permitted to have the entire available F.S.I. including T.D.R. or any other benefit by whatever name called which could be used on the said property whether sanctioned or not and shall be entitled to utilise the same by making additions, alterations or putting up any additional structures as per the plan that may be approved by the local authority or the Government of Maharashtra or any other competent authority so as to consume the entire available F.S.I./benefit in respect of the said property, including that which may be available but not sanctioned even after registration of the society and transfer of the said property to the name of the said society. Such addition, structures, or floors, shall be the property of the Promoter and the Promoter will be entitled to deal with dispose of the same in any manner as Promoter may deem fit without adversely affecting the flat of the Allottee/s even after transfer of the said property.

AmR

[Handwritten signature]

- (h) The Promoter shall be entitled to take benefit of any approval of development rights/FSI/TDR/benefits by whatever name called which may become available with respect of the said property to any other property or properties either adjoining the said property or otherwise as may be permissible in law and the Allottee/s shall neither claim any right thereto nor object or dispute the same in any manner whatsoever.
- (i) The Allottee/s hereby expressly consent/s to the Promoter re-aligning, re-designing the said Building or the recreation area or internal road and passages and such other area or areas which the Promoter may desire to re-align and re-design. If the building is completed earlier than the other said Flat/Unit in the said Building, then the Allottee/s confirm/s that the Promoter will be entitled to utilize any F.S.I. which may be available on the said Property or any part thereof as set out in the First Schedule hereunder written. till the said Building "Ruparel Orion", wing A, B, C & D is completed and the F.S.I. available on the said Property is duly utilized by the Promoter and the amount or amounts receivable by the Promoter and all obligations required to be carried out by the Allottee/s herein and other Allottee/s of said Flat/Unit from the Promoter are fulfilled by them, the Promoter shall not be bound and shall not be called upon or required to form any Co-operative Society, Limited Company or Condominium or Flat/units as such may be and the Allottee/s agree/s and irrevocably consent/s not to raise any objection and shall not object in that behalf.
- (j) It is agreed and understood that at any time before the execution of the Conveyance/Lease/Assignment of Lease, as the case may be of the said Property in favour of the Common Organization of the proposed new building known as "Ruparel Orion", wing A, B, C & D, the Promoter shall be entitled to amalgamate the said free sale plot with any other adjacent property which it may have already purchased/acquired, or which it may hereafter purchase/acquire, and to apply for and obtain the necessary sanctions, permissions, orders, NOCs, approvals, etc. for such amalgamation, and to develop the said property in accordance therewith. The Allottee/s shall not raise any objection to or dispute such amalgamation of the said Property land by the Promoters;
- (k) The Allottee/s shall not be entitled to any rebate and/or concession in the price at his/her/their flat/said flat/unit on account of the construction of additional floor/s and/or any other building and/or structure and/or the changes, alterations and additions made in the building or buildings or structures or on account of any advertisement hoarding and/or facilities for dish Antenna/Satellite transmission facilities put up on the said property and/or the said building.
- (l) The Promoter shall be entitled to grant any Right of Way or license of any right through, over or under the said property to any person or party including occupant, Allottee/s or person entitled to any area or areas in any building(s) which may be construction by the Promoter on the said property or any other adjoining property or properties to the said property or to any other person as the Promoter may desire or deem fit.
- (m) The Common Organization shall admit as its members, all Allottee/s of such new and additional units/said flat/unit/ tenements whenever constructed on the said building.



Amr

Amr

(n)

करल-२

६१५०

४४

२०२०

The Promoter hereby reserve their right to give for the purpose of advertisement or by putting up hoardings or Neon Light hoardings etc. on any open spaces in the said property including on the terrace and compound walls for the said purpose on such terms and conditions as the Promoter may desire. The said right shall continue to subsist even after the execution of lease or assignment in favour of the estate or common organization to be formed by the flats/said flat/unit/commercial said flat/unit etc. Allottee/s. If any municipal rates, taxes, cess, assessments are imposed on the said property due to such advertisements or hoardings put up on the open spaces or terraces or any other portion or compound walls of the said property, the same shall be borne and paid wholly by the Promoter. The Promoter shall be exclusively entitled to the income and profits that may be derived by the display of such advertisement, hoardings at any time hereafter. The Allottee/s will not object to the same for any reason whatsoever and shall allow the Promoter, their agents, servants, etc. to enter into the said property, the terrace and any other open spaces in the said property for the purpose of putting and/or preserving and/or maintaining and/or removing the advertisements and/or hoardings. The Promoter shall be entitled to transfer or assign such right to any person or persons who they may deem fit and the Allottee/s or the common organization to be formed by the Allottee/s shall not raise any objection thereto.

(o)

The Allottee/s is aware that the Promoter or the Maintenance Agency nominated by the Promoter for providing certain Maintenance Services in the said Sale building shall maintain the Sale Building until such time as the society/Common Organization of the Allottee/s is formed and takes charge of the property. Provided that thereafter the Allottee/s alongwith the other members of the said Society/Common Organization of flat Allottee/s shall be entitled to enter into Maintenance and Service Agreement, with the Promoter and/or the said Agency appointed by the Promoter at their own cost and risk.

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

(q)

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

(r)

The Allottee/s hereby agrees that in the event any amount is payable by way of premium to the SRA/Municipality or to the State Government towards betterment charges or development charges or any other tax/charge/levy including but not limited to Infrastructure charges or payment of a similar nature becoming payable by the Promoter in respect of the said Property, the Allottee/s shall reimburse the same to the Promoter such amount in proportion to the area of the Said flat/unit agreed to be purchased by the



Allottee/s, for which such payment is required to be made and in determining such amount the decision of the Promoter shall be conclusive and binding upon the Allottee/s;

- (s) The Allottee/s shall indemnify and keep indemnified the Promoter and hold the Promoter harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional fees in relation thereto) of whatsoever nature incurred or suffered by the Promoter directly or indirectly in connection with the enforcement of or the preservation of any rights of the Promoter under this Agreement; (b) any breach and/or default by the Allottee/s in the performance of any and/or all of his/her/its obligations under this Agreement; (c) damages to any Property(ies) howsoever arising related to the use and/or occupation of the said Flat/unit and directly or indirectly as a result of the negligence, act and/or omission of the Allottee/s or his/her/its agents, servants, tenants, guests, invitees and/or any person or entity under his/its control; and (d) Allottee/s's non-compliance with any of the restrictions regarding the use and/or occupation of the said Flat/unit;
47. The Allottee/s hereby agree/s that in the event if any amount by way of premium or security deposit as fire cess is paid to the SRA/MHADA/MMRDA/MCGM or to the State Government or any other tax or repayment of a similar nature becoming payable by the Promoter, the Allottee/s shall be reimbursed by the Allottee/s to the Promoter in proportion of the said Flat/unit acquired by the Allottee/s and in determining such amount, the decision of the Promoter shall be conclusive and binding upon the Allottee/s.
48. If at any time, any development and/or betterment charges or other levies are or is charged, levied or sought to be recovered by the SRA/MHADA/MCGM/MHADA, Government and/or any other Public Authority in respect of the said Property and/or the said building situated thereon, the same relating to the period after the Allottee/s is put in possession of the said Flat/unit shall be borne and paid by the Allottee/s in proportion to the saleable area occupied by it.
49. The Allottee/s agree/s and undertake/s that all charges, consideration, stamp duty, registration charges, transfer fee, premium or any other charges of any nature whatsoever payable to SRA/MMRDA or MCGM or Metropolitan Commissioner or any other authority for execution of lease of the said free sale plot in favour of the said Common Organization and/or for execution of this Agreement is the responsibility of the Allottee/s. The expenses, charges, fees etc. for obtaining lease deed from MCGM/SRA/Concerned authority in respect of the said Property in favour of the Common Organization to be formed for the Building including stamp duty and registration charges in respect thereof shall be borne and shared by the occupants of the Building.
50. The Promoter shall form a Co-operative Society or the Limited Company or condominium of the Allottee/s of the said flat/unit of A and B wings in accordance with law. The Allottee/s herein along with the other Allottee/s of said flat/unit in the said Building shall fully co-operate with the Promoter in forming and registering the new Society or the Limited Company or condominium, and for that purpose, from time to time, sign and execute applications and other documents to become a member and to sign and return all the documents including Bye-Laws to the Promoter within seven days of receipt, thereof, time being of the essence, so as to enable the Promoter to register the Society or the Limited Company or condominium of all the Allottee/s under section in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016 and

such other laws that may be applicable from time to time. The Allottee/s shall not raise any objection if any changes or modifications are made in the draft Bye-Laws or the Memorandum of Association and articles of Association as may be required by the Registrar of Co-operative Societies or any other Authority.

In the event of the new Society or the Limited Company or Condominium ("Organization") being formed and registered before the sale and disposal of all the Promoter's Said flat/unit in the Building, including Wing "C" to be constructed on the Sale Plot, the power and authority of the Organization so formed shall be subject to the overall authority and control of the Promoter over any of the matters concerning the said Building, the construction and completion thereof and all amenities appertaining to the same. The Promoter shall have absolute authority and control as regards the unsold flats/units/parking space/terraces etc. and the disposal thereof. The Organization shall, on intimation by the Promoter be liable to admit such Allottee/s as its member without asking any transfer fee or amount, save and except entrance fees, share application money and security deposit for maintenance charge like other Allottee/s.

52. It is clarified that the Promoter is not the owner of the said Property or the Sale Portion and does not have or hold the rights to convey or grant the lease in respect of the said Property or the Sale Plot in favour of the Society or Organization or the Proposed Federation (as the case may be) and accordingly, it is clarified that the only obligation of the Promoter in this regard shall be to make the requisite applications to the concerned authorities and to make reasonable endeavours for execution of the Lease as aforesaid in favour of the Society or Organization or the Proposed Federation (as the case may be). The proposed lease deed and conveyance or other instrument of transfer in favour of the Proposed Body or the Proposed Federation (as the case may be) shall be in accordance with the provisions of the DCR, 1991 and the policies pertaining to the redevelopment schemes under Regulation 33 (10) and Appendix IV of the DCR, 1991, as may be adopted from time to time by the SRA/Government of Maharashtra. It is however clarified that any amount required to be paid to MCGM/SRA/statutory authorities for transfer of the said property in favour of such Organization or Limited Company shall be borne solely by such Organization or Limited Company or the flat Allottee/s property separately.

53. The Allottee/s has understood the aforesaid and the Allottee/s hereby agrees and undertakes with the Promoter that the Allottee/s shall never hold the Promoter responsible or liable if the concerned authorities including SRA/MCGM do not execute the lease deed or any other document of transfer in respect of the Sale Plot in favour of the said Society or Organization or the Proposed Federation (as the case may be). Moreover, the execution of the documents for effectuating lease shall be subject to such terms and conditions as may be prescribed by the SRA, the MCGM and/or any other concerned authorities and/or the Government and the Allottee/s hereby agree and undertake that the Allottee/s shall not challenge or raise a dispute with regard to any of such terms and conditions, which may be onerous in nature.
54. As may be required by the BEST Reliance Infrastructure Limited or Tata Power Company Limited or Maharashtra State Electricity Board or any other authorized electricity providers, a substation room may be provided to such electricity provider in any part of the layout of the said Property for supplying electricity to the building/s on the said Property and/or any part thereof and/or to the buildings constructed in the vicinity of the said Property; and the Allottee/s hereby grant his/her/their irrevocable consent to the Promoter for the same. The Promoter may be required to

and if so required, the Promoter shall make the requisite applications to the land owning authority to execute a deed of lease/sub-lease/conveyance in favour of any concerned electricity provider for such area on which the substation room is to be provided as may be required. The Allottee/s shall not raise any objection and/or obstruction towards the putting up and construction of the electric substation and its structures and allied constructions, room/s, pipes and boxes, electrical meters, cables, connections and other matters in this connection and shall extend all co-operation and assistance as may, from time to time, be necessary in this respect as per the rules and requirements of the electricity provider. The lease to be executed in favour of the said Society or Organization or Proposed Federation (as the case may be) shall be subject to such lease/sub-lease/conveyance as may be executed in favour of such electricity provider.

55. The Allottee/s for himself with an intention to bring all persons unto whomsoever hands the said Flat/unit may come, doth hereby represent to the Promoter as follows:

- That he has independently investigated and conducted due diligence and has satisfied himself in respect of the title of the said Property, after being given complete access of all documents relating to title of the said Property, including sufficient sale to go through this Agreement and all other ancillary documents.
- That he waives his right to raise any questions or objections to the title of the Promoter to develop the said Property and to construct the said Building and Flat/unit, considering all the queries have been sufficiently answered/satisfied by the Promoter.
- That he has entered into these presents after understanding and accepting the terms mentioned herein after taking advice of professionals and well-wishers, and shall not subsequently raise any grievance with respect to any clauses contained herein.

56. The Promoters shall pay all outgoings (Municipal and Collector's Bills) and all other amounts such as betterment charges, contributions etc., payable to any local or public authority in respect of the said property under any statute or law, previous to the date hereof, if necessary, shall be apportioned between the Promoters and the Allottee/s.

57. The Promoter hereby represents and warrants to the Allottee/s as follows:-

- The Promoter has clear and marketable title with respect to development rights in respect of the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the project;
- The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the project and shall obtain requisite approvals from time to time to complete the development of the project;
- There are no encumbrances upon the project land or the project except those disclosed in the title report;
- All approvals, licenses and permits issued by the competent authorities with respect to the project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the project, project land and said building/wing 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, project land, Building/wing and common areas;

AMR

H. S.

v. 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/s created herein, may prejudicially be affected;

vi. The Promoter has not entered into any agreement for sale and/or Development Agreement or any other agreement/arrangement with any person or party with respect to the project land, including the project and the said Flat/unit/Plot) which will, in any manner, affect the rights of Allottee/s under this Agreement;

vii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said (Flat/unit/Plot) to the Allottee/s in the manner contemplated in this Agreement;

viii. At the time of execution of the conveyance deed of the structure to the association of Allottee/s the Promoter shall hand over lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottee/s;

ix. 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 said project to the competent Authorities;

x. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the project except those disclosed in the title report.

Some of the slum dwellers have filed Appeals before the Competent Authority impugning the rejection of their eligibility for rehabilitation in the rehab premises.

In the event of any of such appellants being successful in their pending proceedings, and subject to the sanction of the SRA, there will be a consequential amendment in the above referred Letter of Intent and revised Letter of Intent issued by the SRA to the Promoters.

The Promoter will then be entitled to construct beyond the presently sanctioned 40 (forty) floors vertically or horizontally by adding another horizontal extension viz. sale Wing of ground/stilt and seven floors of the said sale building due to the availability of *in situ* compensatory Floor Space Index in respect of the slum property and/or due to provision of Floor Space Index for Project Affected Persons (PAP).

xiii. The Promoters are proposing to construct beyond the presently sanctioned upper floors of the sale building by loading Fungible Floor Space Index on the sale building vertically or horizontally by adding any upper floors on the sale Wing.

xiv. All such additional Floor Space Index, by whatever name called, that may become available for additional construction on the sale building shall belong exclusively to the Developers and the Purchaser/s and/or any juristic body or association or society of the Flat Purchasers of the sale building shall neither have nor make any claim to such additional or compensatory FSI including and not limited to any FSI that may become available due to PAP or as Fungible FSI or otherwise

58. The Allottee/s for himself/herself/themselves with intention to bring all persons into whosoever hand the said Flat/unit may come, do hereby covenant with the Promoter as follows:

(a) To maintain at the Allottee/s's own cost in good tenantable repair and condition from the date of possession of the said Flat/unit is taken and shall not do, or suffer to be done, anything in or to the said Building, staircases or any passages which may be against the

rules, regulations or bye-laws or concerned local or any other authority or change/alter or make addition in or to the said Flat/unit itself or any part thereof.

ENVD 85 950

2020

- (b) Not to store in the said Flat/unit any goods which are of hazardous, combustible or 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 local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or be likely to damage the staircases, common passages or any other structure of the said Building including entrances of the said Building and in case any damage is caused to the said Building and/or the said Flat/unit on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable to carry out the repair at the Allottee/s's cost;
- (c) To carry at his/her/their own cost all internal repairs to the said Flat/unit and maintain the said Flat/unit in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in the said Flat/unit or to the said Building or the said Flat/unit which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequence thereof including the liability to carry out the repair at the Allottee/s's cost;
- (d) Not do or suffer to be done anything in the said Flat/unit or to the said Building or the said Flat/unit which is in contravention of this Agreement. And in the event of the Allottee/s committing any act in contravention of this Agreement the Allottee/s shall be responsible and liable for the consequence thereof including the liability to carry out the repair at the Allottee/s's cost;
- (e) Not to demolish or cause to be demolished the said Flat/unit or any part thereof, nor at any time make or cause to be made any addition or alteration whatsoever in or to the said Flat/unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the said free sale building and shall keep the portion, sewers, drains pipes in the said Flat/unit and appurtenances thereto in good tenantable repair and condition and shall not chisel or, in any other manner, damage the columns, beam, walls, slabs or RCC Partis or other structural members in the said Flat/unit without the prior written permission of the Promoter and/or the said Common Organization and in the event so such damage the Allottee/s shall indemnify the Promoter and/or the Common Organization for the same;
- (f) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said free sale plot and the said Building or any part thereof or whereby any increase in premium shall become payable in respect of insurance;
- (g) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/unit in the compound or any portion of the said free sale plot and the said Building;
- (h) No equipment's such as dish antennae/solar heaters/solar panels, D.G. Set, air conditioning plants etc. shall be installed on the terrace and/or under the stilts and/or



AMR

AB

करल

६१००

५०/१५९

२०२०

basements of the said building and/or in the compound of the said building by any of the flat/unit holders and/or the said organization at any time whatsoever without the permission of the builders. However the Promoter alone shall, from time to time, and at all times be entitled to permit the flat/unit/said flat/unit holders of the said flat/unit in the said building to install equipment such as dish antennae/solar heaters/solar panels, D.C. air conditioning plants etc. on the terrace and/or under the stilts and/or basements of the said building and/or in the compound of the said building as the Promoter may determine absolutely at its discretion.

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

- (j) The Allottee/s shall not remove or affix grills / fixtures on the exterior of the said Building or cause any obstruction of any nature whatsoever and the Allottee/s shall forthwith remove such grills, fixtures, obstructions and shall be liable to pay a fine of Rs.1,00,000/- (Rupees One Lakh Only) to the Promoter/ Promoters.

Pay to the Promoter within 7 (seven) days of demand by the Promoter, his/her/their share security deposit, charges or expenses etc. demanded by concerned local authority or Government or giving water, electricity or any other service connected to the said Building.

To bear and pay increase in local taxes, water charges, insurance and such other levies, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Unit / Said flat/unit by the Allottee/s viz. user for any purposes other than purpose for which the same is allotted;

- (m) The Allottee/s shall not sell, mortgage, transfer, assign, let, underlet or sub-let the said Flat/unit or the Allottee/s's interest or benefit of this Agreement or part with the possession of the said Flat/unit or any part thereof until all the dues payable by the Allottee/s to the Promoter under this Agreement are fully paid-up and only if the Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/s has intimated in writing to the Promoter;
- (n) The Allottee/s shall observe and perform all the rules and regulations which the said Common Organization may adopt at its/their inception and the additions, alterations, or amendments thereof that may be made from time to time for protection and maintenance of the said free sale plot, the said free sale building, the said Building and the said Flat/unit therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the said Common Organization regarding the



AMR

Signature

occupation and use of the said Flat/unit in the said Building and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;

- (o) Till the lease/sub-lease of the said free sale plot and the said Building is executed in favour of the Common Organization, the Promoter and its servants and agents, with or without workmen and others, shall at all reasonable times, be entitled to enter into and upon the said free sale plot, and the said Building or any part thereof.
- (p) In the event any development charges or betterment charge, service charge or premium or tax or any other levy becomes payable by the Promoter, the Allottee/s hereby agrees to reimburse the same to the Promoter in proportion to the area of Flat / Units / Said flat/unit / Parking space / Garage etc., agreed to be purchased by him/her/them and in determining such amount, the decision of the Promoter shall be conclusive and binding upon the Allottee/s.
- (q) The Allottee/s shall insure and keep insured the said Flat / Units against loss or damage by fire of any other calamities for the full value thereof.
- (r) The Allottee/s agrees that his/her/their/its interest in the said property and the said building is impartable and he/she/they/it shall not be entitled at any time to demand partition of his/her/their interest in the said property and/or in the said Building.
- (s) In case BEST/ MSEB / Reliance / Tata Power or any competent authority requires/demands construction of sub-station before supplying necessary electricity for domestic load to the proposed building, the cost charges and expenses thereof shall be borne and paid by all the Allottee/s in proportion to the area of their respective Flat / Units / Said flat/unit agreed to be acquired by them.
- (t) Until the said property together with the said building is conveyed as aforesaid, the Promoter will control the management of the said building, realization of outgoings and the disbursements of the payments to be made. The Allottee/s along with other flats/said flat/unit/parking space Allottee/s and/or the co-operative society and/or limited company and/or incorporated body will not have any objection to the aforesaid right of the Promoter.

59. The Allottee/s has assured further that this Agreement is subject to the following covenants made by the Allottee/s:

- a) the Allottee/s have not been adjudicated as insolvent/bankrupt and/or to be wound up or any such proceedings are not pending against the Allottee/s ;
- b) no receiver and/or assignee and/or liquidator is appointed in relation to any of the Allottee/s assets/properties;
- c) none of the Allottee/s assets are subject matter of any attachment and/or the Allottee has not been served with any notice and/or no proceedings in regard of the aforesaid are pending wherein the Allottee/s is a defending party;
- d) the Allottee/s has never been involved in any activity nor are any proceedings against him pending under the provisions of money laundering or foreign exchange violations/regulations;

AmR

for

करल-२

the Allottee/s has not compounded payment with his creditors, and has not been convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence exceeding a period of six months;

E200

Y2

2020

The Promoter has informed to the Allottee/s and the Allottee/s is aware and confirm that

- a) The development of the said Property is being carried out by the Promoter is under D. C. Regulation 33(10) read with Appendix IV.
- b) As per the scheme formulated by the State Government/SRA only after completion of the entire development of the said Property, SRA will execute or caused to be executed, Lease in respect of the said Property in favour of the Society for a term of 30 years with a clause for renewal for further period of 30 years on the terms and conditions that may be approved by SRA.
- c) The Promoter will request MCGM/SRA to execute separate Lease in respect of the Sale Plot, in favour of the society or any other Organization that may be formed by the Promoter along with Allottee/s of the said flat/unit in the building "Ruparel Orion" comprising of wings A, B, C & D.
- d) Since the said Property forms part of the holistic scheme for the development of the said Property, as and when permission to develop the remaining area of the said Property if any, is granted, SRA may instead of issuing separate LOI, treat the LOI issued in respect of the said Property as principal LOI for development of the Property and may modify the same from time to time.

Promoter shall solely be entitled to consume/utilize/grant/ generate any/all the sale component FSI/TDR/Fungible FSI/any other development potential that may be permitted under such LOI or any part of the said Larger Property including the Sale Plot.

Some of the commercial said flat/unit in the said Sale Building will be provided to the existing eligible occupants, as and by way of Permanent Alternate Accommodation.

The Promoter may at their option instead of utilizing Sale Component at situ, opt for grant of TDR in lieu of the Sale Component and the Allottee/s herein as well as other said flat/unit Allottee/s shall have no claim or demand of any nature whatsoever in respect thereof and Promoter shall be entitled to sell/transfer the TDR generated from the said Property and/or said Larger Property and/or due to amalgamation of Scheme or otherwise in the open market and to receive and appropriate to themselves the sale proceeds in respect thereof.

- h) Notwithstanding the fact that the said Property is included in the holistic scheme for development of the said Larger Property, neither the Allottee/s slum dwellers/occupant of the said flat/unit in rehab component of the said Property nor of the Larger Property shall have any right in respect of the Sale Plot and/or Sale components or any portion thereof. Similarly the Allottee/s of the said flat/unit in the building "Ruparel Orion" shall have no right, title, interest, claim or demand of any nature whatsoever in respect of the remaining area/FSI/Fungible FSI/TDR/any other benefit that may accrue to the share of the Promoter in any manner whatsoever in respect of the said Property and/or any other



Amr

Bain

करल-२		
ए१७०	५३	१५०
२०२०		

portion of the said Larger Property and/or any portion of the said Larger Property that may be developed by the Promoter.

The Allottee/s hereby agrees and consents to the same and grants his irrevocable consent to the Promoter to carry out the development as aforesaid. The Promoter has agreed to sell the said Flat/unit to the Allottee/s based on the aforesaid assurance only.

61. Notwithstanding any other provisions of this Agreement the Promoter shall be entitled to, at the Promoter sole and absolute discretion;

- (a) to decide from time to time when and what sort of document of transfer should be executed in whose favour.
- (b) to have a society and/or limited company and/or condominium and/or any other body or bodies of Allottee/s formed and constituted as contemplated herein.
- (c) have an exclusive, unfettered and unimpeachable right to sell, enter into any agreement with any persons as may be decided by them from time to time.
- (d) have a right to terminate this agreement for sale in the event of happening any one or more of the acts, deeds, things done or caused to be done by the said Allottee/s if they are not co-operative or unwilling to follow or observe the policy formulated by the said Promoter for the said purpose and/or terms and conditions imposed by them from time to time for the better management of the project or anything done or caused to be done for any unlawful activities, gains or having any relation or connection with the organizations which has been banned by the Government of India or the State Government of Maharashtra, or the case may be and/or propagating any message or information or things which may adversely affect the interest of the Promoter and/or persons associated with the Promoter still the final Conveyance/Lease/Assignment of Lease, as the case may be, lease given by the Promoter to the society and/or limited company as may be formed or incorporated as contemplated herein.
- (e) to cause to be and/or sub-leased, leased or transferred the said building and/or buildings together with the said property i.e. land underneath the building and appurtenant land i.e. compulsory open space required under law in favour of such society and/or limited company and/or other associations as the case may be.
- (f) to decide and determine how and in what manner the infrastructure including the common utility areas and other recreational facilities to be used by the various flat Allottee/s may be transferred and/or conveyed/assigned/ leased.
- (g) to provide for and incorporate covenants, restrictions and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads if any.

62. The Promoter has raised loan from India Infoline Housing Finance Ltd. and created charge on the cash flow. The Promoter may take further loan from any bank and/or other institutions for development of the said Property, the Promoter has/may create mortgage/charge over the Sale Plot including the said Flat/Unit and/or the cash flow of Flat/Unit to be constructed on the Sale Plot to secure loan/advance that may be lent or advanced by the Bank/Financial Institutions to the

AmR

BB

Promoter. In the event, such Bank/Financial Institutions impose any condition that the consideration required to be paid by the Allottee/s is to be deposited in a designated account then upon receipt of intimation from the Promoter, the Allottee/s will make all the payments by issuing cheques/pay orders as may be required by such Bank/Financial Institutions. Before offering possession of the said Flat/Unit and upon receipt of the entire consideration from the Allottee/s, it shall be the duty of the Promoter to obtain the requisite consent/NOC from such Bank/Financial Institutions releasing the charge in respect of the said Flat/Unit.

कमल-२
E100
२०२०

63. Promoter shall hereafter not mortgage or create a charge on the [flat/unit] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such [flat/unit].
64. For any amount remaining unpaid by the Allottee/s under this Agreement, the Promoter shall have first lien and charge on the said Flat/unit agreed to be allotted to the Allottee/s.
65. This Agreement sets forth the entire agreement and understanding between the Promoter and the Allottee/s pertaining to the said flat and supersedes, cancels and merges :

(a) All agreements, negotiations, commitments writings between the Allottee/s and the Promoter prior to the date of execution of this Agreement.

(b) All the representation, warranties commitments etc. made by the Promoter to the Allottee/s in any documents, brochures, hoarding etc. and /or through on any other medium.

The Allottee/s agrees that all information, documents, etc. exchanged to date and which may be exchanged including the contents of this Agreement and any documents executed in pursuance thereof ("Confidential Information") is confidential and proprietary and shall not be disclosed, reproduced, copied, disclosed to any third party or used otherwise without the prior written consent of the Promoter. The confidentiality obligations under this Clause shall survive even after handing over the possession of the said Flat/Unit and is legally binding on the Allottee/s and shall always be in full force and effect.

67. The Allottee/s shall not make any public announcement regarding this Agreement without prior consent of the Promoter.
68. Nothing contained hereinabove shall apply to any disclosure of Confidential Information if:-
 - a) such disclosure is required by law or requested by any statutory or regulatory or judicial/quasi-judicial authority or recognized self-regulating Organization or other recognized investment exchange having jurisdiction over the Parties; or
 - b) such disclosure is required in connection with any litigation; or
 - c) such information has entered the public domain other than by a breach of the Agreement.
 - d) The Promoter shall not be bound by any such agreement, negotiations, commitments, writings, discussions, representations, warranties etc. and/or compliance thereof other than expressly agreed by the Promoter under this Agreement.
 - e) The Allottee/s agrees and acknowledges that the sample flat that may be constructed by the Promoter and all furniture, items, electronic goods, amenities, etc. provided therein are only the purpose of show casing that flat and the Promoter are not liable/required to

Amr

Handwritten signature/initials

करल-२		
६९००	५५	९५०
२०२०		

provide any furniture, items, electronic goods, amenities, etc. as displayed in the said sample flat, other than as expressly agreed by the Promoter under this Agreement.

- f) The Allottee/s agrees that his/her/their/its interest in the said property and the said building is impartable and he/she/they/it shall not be entitled at any time to demand partition of his/her/their interest in the said property and/or in the said building.
69. 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/s of the Flat/unit in case of a transfer, as the said obligations go along with the Flat/unit for all intents and purposes.
70. The Allottee/s hereby agrees, undertakes and covenants with the Promoter / Promoter/s that neither he/she/they, nor the said Common Organization shall, at any time hereafter, limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by or granted to the Promoter / Promoter/s under this Agreement, or any other deed, document or writing that may be entered into and executed between the parties hereto, or those of the Promoter / Promoter as mentioned herein, and the Allottee/s and the said Common Organization shall be bound and liable to render to the Promoter, all necessary assistance and co-operation, to enable it to exercise and avail of the same.
71. It is expressly agreed that right of the Allottee/s under this Agreement is restricted to the said flat/unit agreed to be sold by the Promoter and agreed to be acquired by the Allottee/s and all the other said flat/unit and portion or portions of the said Building and the said Property shall be the sole property of the Promoter. The Promoter shall be entitled to develop the said Property in whatsoever manner they may deem fit and proper, without any reference, resource, consent or concurrence from the Allottee/s in any manner whatsoever. The Allottee/s do/doth hereby confirm and consents to the irrevocable right of the Promoter, to develop the said Property including the said Building known as "Ruparel Orion" wing A, B, C & D, on the said Property more particularly described in the First Schedule hereunder written, in whatsoever manner the Promoter may deem fit and proper without any further reference or other consent or concurrence in future upon transfer of the said land building "Ruparel Orion" wing A, B, C & D, to the said ultimate organization the Allottee/s will become Owner as contemplated under the RERA and/or Companies Act and/or condominium.
72. The Advocates and Solicitors of the Promoter shall prepare the Deed of Conveyance / Lease and all other documents to be executed in pursuance of these presents as also the Bye-laws and/or the Memorandum and Article of Association in connection with the Co-operative Society or the Limited Company or the Condominium as the case may be and all costs, charges and expenses including stamp duty, registration charges and other expenses in connection with the preparation and execution of the Conveyance and other documents and the formation or registration or incorporation of the Said Organization shall be borne and paid by all the Allottee/s of the said Flat/unit in the said Property in proportion to the respective area of the respective Said flat/unit.
73. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Said flat/unit or of the said Property and the said Building or any part thereof. The Allottee/s shall have no claim save and except in respect of the said Said flat/unit hereby agreed to be sold to him/her/them. It is further agreed that all rights of ownership in all open spaces, parking spaces, lobbies, lifts, staircases, common terraces, etc. will remain



AMR

PP

the property of the Promoters, until the said Property and the said Building is leased to the said Common Organization as hereinabove mentioned, which in any case shall be subject to the rights of the Promoter as agreed to and specified herein and of the other Allottee/s of units and said flat/unit as herein stated.

The Allottee/s hereby agrees, undertakes and covenants with the Promoter that neither he/she/they, nor the said Common Organization shall, at any time hereafter, limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by or granted to the Promoter under this Agreement, or any other deed, document or writing that may be entered into and executed between the parties hereto, or those of the Promoter as mentioned herein, and the Allottee/s and the said Common Organization shall be bound and liable to render to the Promoters, all necessary assistance and co-operation, to enable it to exercise and avail of the same.

75. Any delay tolerated or indulgence shown by the parties in enforcing the terms of this Agreement or any forbearance or giving of time to each other shall not be construed as a waiver on their part of any breach or non-compliance of any of the terms and conditions of this Agreement nor shall the same in any manner prejudice the rights of parties.
76. The Allottee/s shall present this Agreement for registration within the time prescribed by the Registration Act, 1908 and the Promoter shall attend the Office of the Sub-Registrar and admit the execution thereof.

It is expressly agreed by and between the Allottee/s and the Promoter that all and/or any notices to be served on the Allottee/s as contemplated by this Agreement shall be deemed to have been duly served if sent either by email or post to the Allottee/s Under Certificate of Posting or have them delivered at:

: Ms. Charanjit Kaur Saini

: 48/304, Seawoods, NRI Complex, Phase - 2, Near DPS School, Sector - 54, Nerul Navi Mumbai 400706.

78. The Allottee/s and Promoter agree 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 Allottee/s or the Promoter, as the case may be.
79. The Allottee/s hereby agrees that in case there are joint-Allottee/s, all communications shall be sent by the Promoter to the Allottee/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee/s.
80. The Allottee/s hereby declares that he has gone through this Agreement and all the documents related to the said Property and the said Flat/Unit and has expressly understood the contents, terms and conditions of the same and the Allottee/s after being fully satisfied has entered into this Agreement.

Amr

AKS

करल-२

E940 40 940

3029

81. The Promoter shall not be responsible and/or liable for the consequences arising out of the change in law or changes in Municipal and other laws, rules, regulations etc.
82. This Agreement shall be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016, or any other modifications or re-enactments thereof that may be in force in the State of Maharashtra from time to time or the Maharashtra Flat/unit Ownership Act (Mah Act. No. XV of 1971) whichever may be adopted by the Promoter and the rules made there under.
83. The Allottee/s hereby declares that they have gone through the Agreement and all the documents related to the said Flat/unit purchased by him/her/them and has expressly understood the contents, terms and conditions of the same and the Allottee/s after being fully satisfied with the contents has entered into this agreement.
84. The Stamp Duty and Registration charges payable on this Agreement and all the documents to be executed in pursuance to this agreement shall be borne and paid by the Allottee/s alone.
85. PROVIDED AND ALWAYS that if any dispute, difference or question at any time hereafter arises between the parties hereto or their respective representatives or between Allottee/s of other Said flat/unit in the Said Building and the Promoter in respect of the construction of these presents or concerning anything hereto contained or arising out of the said flat/unit or as the duties of the said parties hereunder the same shall be referred to Arbitrators of two persons one to be appointed by the Allottee/s or all other Allottee/s together and one by the Promoter. The Arbitrators so appointed shall appoint before entering upon the reference a Chairman. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to such reference. The language of Arbitration shall be English and the place for Arbitration shall be Mumbai.
86. 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, arrangements whether written or oral, if any, between the Parties in regard to the said flat/unit/plot/building, as the case may be.
87. 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/s of the [Flat/Plot], in case of a transfer, as the said obligations go along with the [Flat/Plot] for all intents and purposes.
88. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
89. Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/s(s) in Project, the same shall be in proportion to the carpet area of the Flat/Unit to the total carpet area of all the Flat/Units in the Project.



AMR

BBai

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

करले २
E900
2020

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

92. The PAN Numbers of the Parties hereto are as under:

	NAME	PERMANENT A/C. NO.
A.	PROMOTER K.D. LITE DEVELOPERS PVT. LTD.	AAECK9069N
B.	Ms. Charanjit Kaur Saini	JQTPS9755J



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

THE FIRST SCHEDULE ABOVE REFERRED TO
(Description of "the said Property")

THAT pieces and parcel of land together with the structures standing thereon bearing CTS No. 470 (part) of Village Chembur, situated at Village Chembur, lying, being and situated at Off Eastern Express Highway, Near Swastik Park, Mumbai 400 071, within the Registration District of Mumbai and Mumbai Suburban-District.

THE SECOND SCHEDULE ABOVE REFERRED TO
(Description of "the said Premises")

Unit / Premises / Flat No. 601, admeasuring 820 sq.ft. RERA carpet area, on the proposed floor bearing no 6th, in Wing "C", of the proposed sale building to be known as "RUPAREL ORION" to be constructed on the property more particularly described in the First Schedule hereinabove together with an exclusive right to use 1 (One) vehicle parking space provided as an amenity being part of the common area in the Car Parking Tower.

AMR

[Signature]

SIGNED AND DELIVERED by the

withinnamed Promoters :

K.D. LITE DEVELOPERS PVT. LTD.

through its Director

MR. AMIT MAHENDRA RUPAREL

) FOR, K.D. LITE DEVELOPERS PVT. LTD.

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)



Signature: _____

In the presence of

1. _____

2. _____

SIGNED AND DELIVERED by the

Within named Purchasers :

Ms. Charanjit Kaur Saini



Signature: _____

in the presence of

1. _____

2. _____

करल-२	
E9VU	48/940
२०२०	

RECEIPT

करल-२		
E9Vb	ED	940
२०२०		

RECEIVED the day and year first hereinabove written of and from the within named Allottee/s the total sum of **Rs. 1,33,00,000/- (Rupees One Crore Thirty Three Lakhs Only)** as mentioned below

Date	Bank Name	Cheque No.	Amount
22-Jul-2019	PMC Bank	006168	1,00,000
7-Sep-2019	-	-	1,32,00,000
Total			1,33,00,000

as and by way of earnest money as mentioned hereinabove to be paid by him/her/them to us.

WE SAY RECEIVED

Rs. 1,33,00,000/-

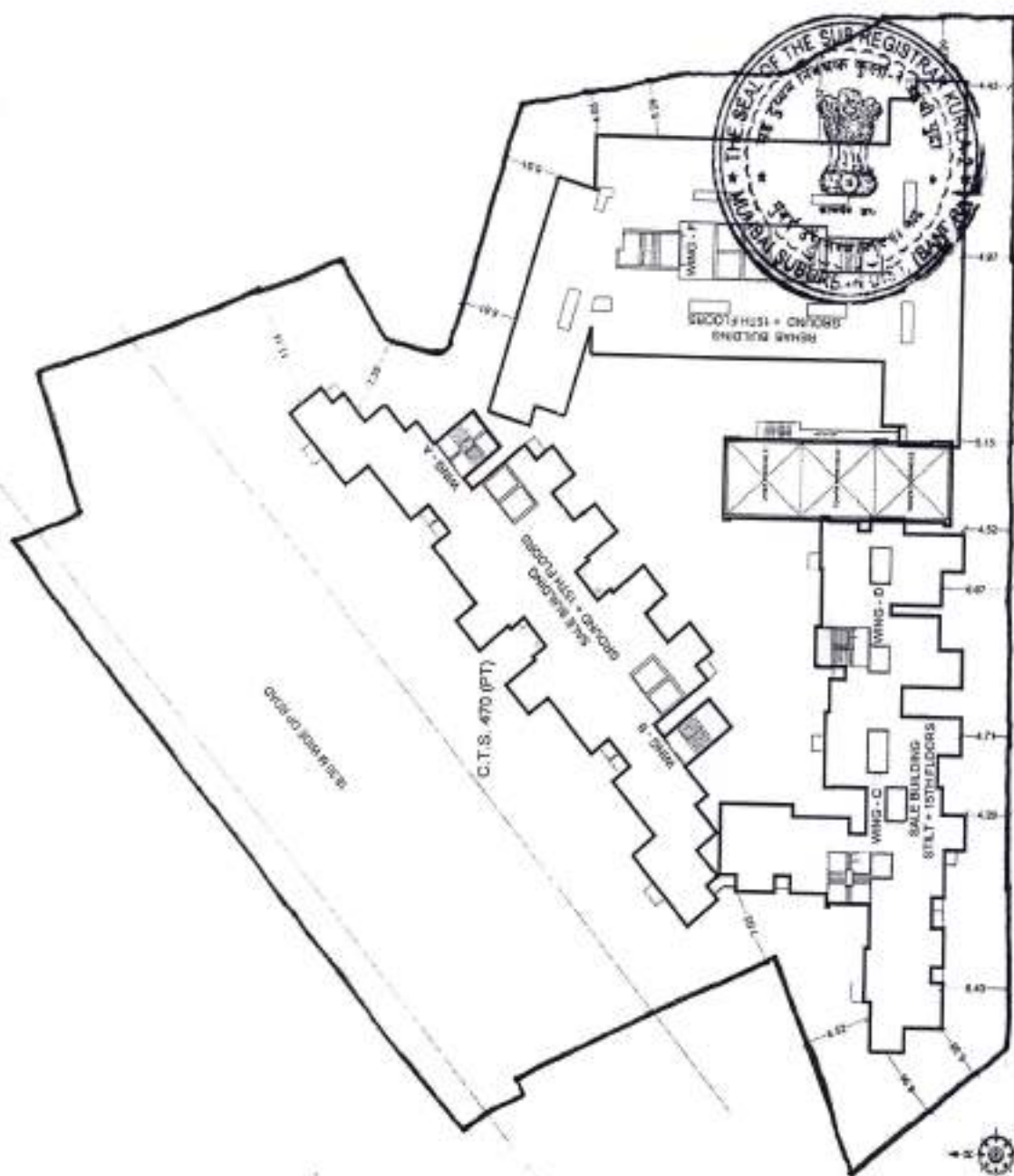
Amr

FOR, K.D. LITE DEVELOPERS PVT. LTD.
(PROMOTERS)



करल-२		
₹ 100	₹ 9	₹ 150
२०२०		

ANNEXURE 'A'





करल-२		
ए१७०	ए२	१५०
२०२०		

Slum Rehabilitation Authority

5th Floor, Griha Nirman Bhavan,
Bandra (East), Mumbai 400 051, Fax: 022-26590457
Tel: 022-26590519 / 0405 / 1879 / 0993
E-mail: info@sra.gov.in

No : SRA/ENG/881/MW/MHL/LOI.

Dated : 8 NOV 2007

To,

1) Architect

: Mr. Jalil Shaikh
of M/s. S.J. Associates
B-106, Natraj Bldg.
Mulund (W), Mumbai 400 080.

2) Developer

: M/s. Midas Builders
36/1, T.N. Sadanand CHS (Ltd)
Tilak Nagar, Mumbai 400 089.

3) Society

: N.G. Acharya Nagar CHS (Ltd.)
Off Eastern Express Highway,
Chembur, Mumbai 400 071.



Subject : Proposed Slum Rehabilitation Scheme on land bearing
CTS NO. 470 (pt) of Village Chembur, Mumbai 400 071,
for Chembur N.G. Acharya Nagar CHS Ltd.

Sir,

By direction of CEO (SRA) this office is pleased to issue this Letter of Intent to inform you that, your above proposal is considered and principally approved for grant of 2.481 FSI (TWO POINT FOUR EIGHT ONE FSI) in accordance with D. C. Regulation No. 33 (10) and Appendix - IV of amended D. C. Regulations out of which maximum FSI of 2.481 shall be allowed to be consumed on the slum plot subject to the following conditions.

- 1) That you shall hand over 129 numbers of tenements to the Slum Rehabilitation Authority/MHADA for Project Affected Persons, each of carpet area 20.90 sq.m. at free of cost.

M. H. Hade
8/11
Dy. Ch. Engineer i/c
Slum Rehabilitation Authority

करल-२		
१५०	E3	१५०
०८ NOV 2002		

No : SRA/ENG/881/MW/MHL/LOI.

- 2) That the carpet area of rehabilitation tenements and PAP tenements shall be certified by the License Architect.
- 3) That you shall re-house the eligible slum dwellers as per the list certified by the Additional Collector (Encroachment) allotting tenements and shop of area mentioned in Annexure - II, free of cost constructing the same as per specification and Annexed herewith.
- 4) That you shall register society of slum dwellers to be re-housed under Slum Rehabilitation Scheme and Project Affected Persons (PAP) nominated for allotment of tenements by the Slum Rehabilitation Authority.
- 5) That if required along with the other societies, you shall form a federation of societies so as to maintain common amenities such as internal road, street lights etc.



That you shall incorporate the clause in the registered agreement with slum dwellers and project affected persons that they shall not sale or transfer tenements allotted under Slum Rehabilitation to any one else except the legal heirs for a period of 10 (ten) years from the date of taking over possession without prior permission of the CEO (SRA).

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

- 8) That you shall obtain the permission for construction of the temporary transit accommodation from the office of C.E.O.(S.R.A.) along with the phased development programme and the list of the eligible slum dwellers shifted in the transit camp, with date of their displacement from the existing huts shall be submitted before asking C.C. for Rehab bldg.
- 9) That you shall bear the cost of carrying out infrastructure works right up to the plot, and shall strengthen the existing infrastructure facility and / or provide services of adequate size and capacity as per the directives of the undersigned.
- 10) That you shall submit layout and get the same approved before requesting for Commencement Certificate.

- 8 NOV 2007

No : SRA/ENG/881/MW/MHL/LOI.

- 11) That you shall make provision of adequate access to the adjoining land locked plot, if any, free of cost and the same shall be shown on layout plan to be submitted for approval on terms and conditions as may be decided by CEO (SRA).
- 12) That you shall submit the P.R.C. as required till which time development shall be restricted to 75% of permissible built up area.
- 13) That you shall restrict the built up area meant for sale in the open market and built up area of rehabilitation as per the salient features annexed herewith.

The salient features of the scheme are as under

SR. NO.	DESCRIPTION.	
1.	Plot area	
1.a	Deduction for a) D. P. Road.	1077.50 m ²
1.b	Net plot area	5706.80
1.c	Deductible RG	-
1.d	Net plot area	5706.80
1.e	Addition for FSI purpose a) D. P. Road. b) Buildable reservation Industrial Estate.	1077.50
2.	Plot area for FSI	6784.30
3.	Rehabilitation component	9496.238
4.	Sale component (same as '3')	9496.238
4a.	Amenity structures & passage BUA (275.994 + 1887.211) =	2163.205
5.	Rehabilitation FSI (4-4a)	7333.033
6.	Total BUA sanctioned for the project (4+5)	16829.271
7.	Total FSI sanctioned for project (6/2)	2.481
8.	FSI permissible on plot	2.50
9.	Total BUA permissible as per 2.5 FSI	16960.75
10.	BUA permissible for sale on plot (9-5)	9627.717
11.	BUA proposed on plot	9492.16
12.	Total BUA proposed on plot	16829.271
13.	FSI consumed on plot (proposed) (12/2)	2.481
14.	No. of Slum dweller to be accommodated	158
15.	No. of PAP (generated)	129

Amade
8/11
Dy. Ch. Engineer
Slum Rehabilitation Authority

- 14) That you shall get the plot boundaries demarcated and the compound wall shall be constructed prior to commencing building works and the same shall be certified by the concerned Architect before requesting for C.C. beyond the plinth level.
- 15) That you shall accommodate the huts getting cut along the boundary of the plot demarcated by the staff of the City survey office.
- 16) That you shall get the plans approved for each building separately with due mention of the scheme of Rehabilitation of plot under D.C. Regulation No. 33 (10) and with specific mention on plan of the rehabilitation building / tenements for slum dwellers and project affected persons that the same are for re-housing of slum dwellers and project affected persons. Tenements to be allotted to the PAP shall be hatched with due mention that they are for allotment of PAP nominated by the concerned Authority MHADA.
- 17) That you shall submit the NOC's as applicable from the concerned A.A. (H.E., D. Ch. Engg (SWD), CFO, Tree Authority, Civil Aviation Authority, Reliance Energy Ltd., Geologist in the office of the undersigned before requesting for Approval of plans or at a stage at which it is insisted upon by the concerned Executive Engineer (SRA).
- 18) That you shall submit NOC from Chief Officer/MHADB for revocation of lease agreement under SUP before asking approval to the sale bldg. plan.
- 19) That you shall obtained concurrence of A.R.(SRA) regarding registration of society.
- 20) That you shall submit NOC from Highway Authority before asking approval to the sale bldg. plan.
- 21) That you shall pay the depreciated cost of existing toilet block to the respective Authority & shall submit NOC from Respective Authority in th' regard.
- 22) That you shall pay the regularization charges for the work carried out without approval. (i.e. Construction of Gr. + 7th upper floor of Rehab bldg. (part)
- 23) That you shall submit the indemnity bond indemnifying the Slum Rehabilitation Authority and its officers against any damage or claim arising out of any sort of litigation with the slum dwellers or otherwise.



8 NOV 2007

No : SRA/ENG/881/MW/MHL/LOI.

- 24) That you shall submit the Agreements with the photographs of wife and husband on the agreements with all the eligible slum dwellers before requesting for Commencement Certificate in the name of the wife of the eligible occupier of hut shall be incorporated with joint holder of the tenements to be allotted in rehabilitation building.
- 25) That you as Architect / Developer / Society shall strictly observe that the work is carried out as per phased programme approved by the undersigned and you shall submit regularly quarterly progress report to the undersigned along with photographs with certificate that the progress is as per approved phased programme. Even if the progress is nil, report shall be submitted by the Architect stating reasons for delay.
- 26) That the tenements proposed for rehabilitation and tenement proposed for PAP shall be shown distinctly on the plan to be submitted and shall be forwarded to A.A. & C. of concerned ward to assess the property tax.
- 27) That you shall submit the statement of tenements Not allotted to the eligible slum families in the proposed rehabilitation building with Sr. No. in Annexure - II etc. with the certification from the owner/developer at the stage of final allotment of the tenement in the rehabilitation building for verification by the office of the CEO (SRA).
- 28) That the possession of the tenements and shops shall not be handed over to the eligible hutment dwellers before the society is registered and transit accommodation given is surrendered and all the dues to the M.C.G.M. / MHADA / Government has been cleared.
- 29) That you shall get D. P. Road & Set back admeasuring 1077.50 sq.m. demarcated from A. E. (Survey) / D.P. / T & C department of M.C.G.M. and handed over to M.C.G.M. free of cost, free of encumbrances by changing ownership in the name of M.C.G.M. duly developed as per Municipal specification and certificate to that effect shall be obtained and submitted.
- 30) That the lease agreement with land owning Authority shall be executed before asking for occupation permission.
- 31) That the rehabilitation component of scheme shall include.
 - a) 154 Numbers of Residential tenements.
 - b) 04 Numbers of Commercial tenements.
 - c) - Numbers of R/C tenements.
 - d) 129 Numbers of PAP Tenements.
 - e) 02 Numbers of existing Amenities.
 - f) 03 Numbers of Balwadi.
 - g) 03 Numbers of Welfare Centre.
 - h) 02 Numbers of Society office.

Mhade
8/11
Dy. Ch. Engineer
Slum Rehabilitation Authority

- 32) That proportionate infrastructure development charges (Rs. 560/- per sq. mt.) and deposit (Rs.20,000/- per Rehabilitation tenement) in Rehabilitation Component shall be paid as per the modified D. C. Regulation and policy of Slum Rehabilitation Authority.
- 33) That the layout recreation ground shall be duly developed before asking for occupation of sale building.
- 34) That the quality of Construction work of building shall be strictly monitored by concerned Architect / Site supervisor / Structural Engineer and report on quality of work carried out shall be submitted by Architect every three months with test result etc.
- 35) That separate P. R. Cards for road / set back, actually implemented reservation pockets, net plot shall be obtained and submitted before asking Occupation certificate.
- 36) That this Letter of Intent is issued on the basis of plot area certified by the Architect and other relevant documents. In the event of change of any of the above parameters, during actual site survey by D.I.L.R. / City Survey Office, the sale area consumed on the plot will be adjusted accordingly so as to keep total consumption of F.S.I. on the plot within 2.481.
- 37) That No Objection Certificate from respective Land Owning Authority i.e. MHADA shall be issued within one month from approval of S.R.S. as per Clause No. 2.8 of D.C.R. 33 (10).
- 38) That necessary formalities for executing lease agreement shall be initiated by Chief Officer/MHADB for leasing the plot and lease documents shall be executed.
- 39) This Letter of Intent gives no right to avail of extra F.S.I. granted under D.C. Regulation 33 (10) upon land, which is not your property.
- 40) That the Arithmetical error if any revealed at any time shall be corrected on either side.
- 41) That this letter of intent shall be deemed to be cancelled in case any of the documents submitted by the Architect / Developer or Owner are found to be fraudulent / misappropriated.
- 42) That you shall pay total amount of Rs. 59,00,000/- towards deposit to be kept with SRA at the rate of 20,000/- per tenement and total amount of Rs. 56,25,190/- [i.e. @ Rs.560/- per sq.m.] towards Infrastructural development charges.



करल-२		
६१००	६८	१५०
२०२०		

No : SRA/ENG/881/MW/MHL/LOI.

१- 8 NOV 2007

- 43) That you shall pay development charges as per 124 E of M.R. & T.P. Act separately for sale built up area as per provisions of M.R. & T.P. Act.
- 44) That this LOI is valid for the period of 3 (three) months from the date hereof. However, if IOA / CC is obtained for any one bldg. of the project then this LOI will remain valid till completion of estimated project period.
- 45) That you shall re-house all the additional hutment dwellers if declared eligible in future by the Competent Authority.
- 46) That the allotment of rehabilitation tenements to the eligible slum dwellers in the scheme, shall be made by drawing lots in presence of the representative of the Assistant Registrar of societies (SRA) and statement of rehab. tenements allotted to the eligible slum families in the rehabilitation building with corresponding tenements No. in rehab / composite building and Sr. No. in Annexure - II etc. duly certified by the concerned society of slum dwellers and Assistant Registrar (SRA) shall be submitted to the requesting for occupation permission to the rehab tenements.
- 47) That you shall display the details such as Annexure - II, date of issue of important document like LOI, Layout, C.C., O.C.C. on world wide web site through suitable web site and provide linkage to SRA web site from this web site, in the alternative, you may display this details on SRA web site within a period of one month from the date of LOI.
- 48) That you shall display bi-lingual sign boards on site & painting of SRA logo on rehabilitation buildings as per circular no. 64.
- 49) That the rain water harvesting system should be installed/provided as per the provision of direction of U.D.D., Govt. of Maharashtra under No. TPB/432001/2133/CR-230/01/UD-11DTD.10/03/2005 and the same shall be maintained in good working conditions at all the times, failing which, penalty of Rs. 1000/- per annum for every 100 sq.m. of built-up area shall be leviable.
- 50) That you shall complete the project within a period of 36 months from the date of issue of CC, as stated by you in the phase programme submitted to this office.
- 51) That you shall submit the corrigendum from the competent authority, i.e. Chief Officer/MHADB stating the correct number of eligible/non-eligible slum dwellers in the scheme, along with the user & existing area of eligible commercial structures, before asking CC to the first Rehab Building in the scheme.

M. M. M. M.
Dy. Ch. Engineer
Slum Rehabilitation Authority

- 52) That you shall submit the specific sanction from E.E. (BP) E.S. M. (West) ward, regarding sub-division/amalgamation before submitting the separate P. R. cards for the scheme.
- 53) That you shall comply with the relevant orders containing special directions with regards to policy such as (a) Bank Guarantee, (b) Credit Rating, (c) Land Premium etc, which may be issued by the "State Government" under provisions of "Section 3k(1)" of the Maharashtra Slum Areas (I.C. & R.) Act 1971, if made applicable.
- 54) That you shall submit the F.C. (SRA)'s NOC as per Circular No. 77 dated 27-09-2006 before issue of IOA of first building in the scheme.
- 55) That you shall comply with the following conditions before asking for any further approval other than the IOA & plinth CC for the first Rehab building in the scheme.

- a. The Original copy of the re-verified and certified Annexure - II from the Competent Authority viz. Chief Officer (MHADA)



The "Minutes of Meeting" of the "General Body" of the "N.G. Archarya Nagar CHS" regarding public reading and adoption of the re-verified and certified Annexure - II and remarks thereupon of the "Assistant Registrar (SRA)".

That the copy of the Annexure - II shall be displayed by the society of slum dwellers on the notice board of society for the period of 30 days. Intimation about the display of Annexure - II shall be given by the society to the office of the Dy. Collector (SRA), 3 days before the date of display. Displayed Annexure - II shall be kept easily accessible to the staff of SRA for inspection and if it is observed that the procedure laid down above for display of Annexure - II is not followed, the responsibility of the same shall be of the concerned developer / C.H.S. and in that case they will be liable for suitable action. One hard copy of the Annexure - II and one soft copy in CD Rom shall be handed over to Dy. Collector (SRA)'s office by the Co-operative Housing Society / developer before display of Annexure - II on site.

- b) Any slum dweller held not eligible by the authority or wishing any change should make application to the competent authority with supporting documents within one month of issue of this letter failure to which no claim of whatsoever nature be entertained.

करल-२		
EGU	UD	796
२०२०		

No : SRA/ENG/881/MW/MHL/LOI. 8 NOV 2007

- c) That you shall give wide publicity in one Marathi & one English news paper for the approval of S. R. Scheme and paper cutting shall be submitted to this office.
- d) The certificate from office of the Dy. Collector (SRA) for satisfactory compliance of above requirements shall be submitted before requesting for approval to the building plans.

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

Yours faithfully,



**Deputy Chief Engineer, 1c
Slum Rehabilitation Authority.**



Slum Rehabilitation Authority

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

करल-२		
E900	09	740
२०२०		

No.: SRA/ENG/881/MW/MHL/LOI

Date: 6 MAY 2012

To,

1. License Surveyor

Shri. Jitendra B. Patel
Of M/s. Aakar Architects & Consultants
202, Ami Prabha Apartment,
Devidas Lane,
Borivali (West), Mumbai-400099

2. Developer

M/s. K. D. Lite Developers
2nd floor, Sea Homes, ,
Palm Beach Road,
Nerul, Navi Mumbai

3. Society

"N. G. Acharya Nagar CHS (Ltd.)"
Off Eastern Express Highway
Chembur, Mumbai-400 071.



Sub: Proposed S.R. Scheme u/Sec. 33(10) on plot bearing C.T.S. No. 470(pt) of village Chembur, Mumbai for "N. G. Acharya Nagar CHS (Ltd.)"

Ref: SRA/ENG/881/MW/MHL/LOI.

Sir,

With reference to the above mentioned Slum Rehabilitation Scheme on plot bearing C.T.S. No. 470(pt) of village Chembur, Mumbai, this office is pleased to inform you that this **Revised Letter of Intent** is considered and approved for the sanctioned **FSI of 2.45** (Two Point Four Five FSI only) in accordance with clause No. 33(10) & as amended from time to time out of which maximum **FSI of 2.45** shall be allowed to be consumed on the plot subject to the following condition.

This **Revised Letter of Intent** is issued in continuation with the first Letter of Intent issued under even number dtd. 08/11/2007 and conditions mentioned therein will be continued, only the following conditions stands modified as under.

करल-२		
E160	02	740
२०२०		

SRA/ENG/881/MW/MHL/LOI

Condition No. 42: That you shall pay total amount of Rs. 59,00,000/- towards deposit to be kept with SRA at rate of Rs. 20,000/- per tenement and total amount of Rs. 55,10,708/- towards infrastructure development charges at the rate of Rs. 560/- per sq. mt. on total built up area sanctioned for scheme.

Condition No. 13: The scheme parameters of the scheme shall be modified as under;

Sr. No.	Description	Area proposed In Sq. Mt.
1.	Plot area considered for proposal	6784.30
2.	Less-1) D. P. road	1077.50
3.	Net Plot Area	5706.80
	Add-1) D. P. road	1077.50
	Total Plot Area for FSI consumption	6784.30
	Permissible F.S.I. In-situ	2.50
	Total Built up area Permissible in-situ	16960.75
	Rehab Component	9680.71
	Area under Balwadi, Welfare Centre, Society Office & Common Passage	2736.57
	Rehab BUA for FSI Purpose	6944.14
11.	Sale Component Permissible	9680.71
12.	Total BUA sanctioned for the project	16624.85
13.	Sanctioned FSI for the Project	2.45
14.	Sale BUA proposed in-situ	9680.71
15.	Total BUA proposed in situ	16624.85

Condition No.20 : That you shall submit NOC from Highway Authority before plinth C.C to sale wing of composite building.

Further, following new condition are added as under

57. As per Circular No. 130, cess of one percent of total cost of construction (excluding land cost) shall be paid before grant of C.C.
58. High Rise Building :
 - a. That you shall appoint Project Management Consultant with prior approval of Dy.Ch.Eng. (S.R.A.)/E.E. (S.R.A.) for implementation / supervision / completion of S.R. Scheme.
 - b. The Project Management Consultant appointed for the scheme shall submit quarterly progress report to Slum Rehabilitation Authority after issue of LOI.

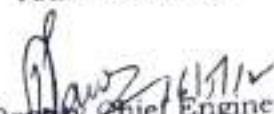
करल-२		
६९७७	७३	१५०
२०२०		

SRA/ENG/881/MW/MHL/LOI

- c. That the developer shall execute tri-partite Registered agreement between Developer, Society & Lift Supplying Co. or maintenance firm for comprehensive maintenance of the electro mechanical systems such as water pumps, lifts, etc. for a period of ten years from the date of issue of Occupation Certificate to the Rehabilitation / Composite building.
Entire cost shall be borne by the developer and copy of the registered agreement shall be submitted to S.R.A for record before applying for Occupation Certificate including part O.C.
- d. The third party quality auditor shall be appointed for the scheme with prior approval of Dy. Ch. Eng. (S.R.A.) / E.E. (S.R.A.) for quality audit of the building work at various stages of the S.R. Scheme.
- e. That the developer shall install fire fighting system as per requirements of C.F.O. and to the satisfaction of this department. The developer shall execute tri-partite Registered agreement between Developer, Society & Fire Fighting equipment supplying Co. and/or maintenance firms for comprehensive maintenance for a period of ten years from the date of issue of Occupation Certificate to the building.
Entire cost shall be borne by the developer and copy of the Registered Agreement shall be submitted to S.R.A for record before applying for Occupation Certificate including part O.C.
- f. That the structural design of buildings having height more than 24m shall be got peer reviewed from another registered structural engineer / educational institute.
59. That the defect liability period for rehab building will be 3 years and any repairs/rectification required during this period will be done by the developer. The bank guarantee and deposits of the developer will be withheld till the completion of the defect liability period.
60. As per Circular No. 129, amenity tenement i.e. Balwadi/Balwadis shall be handed over to the Woman and Child Welfare Department, Government of Maharashtra as per the directions given by the Additional Chief Secretary, Woman and Child Welfare Department, Government of Maharashtra, in meeting held on 18.10.2011.

If you are agreeable / not agreeable to above conditions you may submit your acceptance / objections to the same within 7 days from the date hereof failing which it will be presumed that the above conditions are acceptable to you. Thereafter proposal for approval of plans, consuming the sanctioned F.S.I. on the plot separately for each building, in conformity with the D.C. Regulation No.33 (10) may be submitted in the office of the undersigned.

Yours faithfully,


Deputy Chief Engineer
Slum Rehabilitation Authority





SLUM REHABILITATION AUTHORITY

करा-२		
एवु	७४	३६
२०२०		

No SRA/ENG/881/MW/MHL/LOI

Date 21 DEC 2016

1. **Lic. Surveyor**

Shri. Jitenra B. Patel
Of M/s. Aakar Architects & Consultants
Gr. Floor, Satyanarayan Prasad Complex
Centre, Dayaldas Road, Vile Parle
Mumbai 400 057

2. **Developer**

M/s. K. D. Lax Developers
2nd floor, Sea Homes
Palm Beach Road,
Nerul, Navi Mumbai

3. **Society**

*N. G. Acharya Nagar CHS (Ltd.)



Sub: Proposed S.R. Scheme u/Sec. 33(10) on plot bearing C.T.S. No. 470(Dpt.) of village Chembur, Mumbai for "N. G. Acharya Nagar CHS (Ltd.)"

Ref: SRA/ENG/881/MW/MHL/LOI

Gentlemen,

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

This **Revised Letter of Intent** is issued in continuation with the first Letter of Intent issued under even number dtd 16/05/2012 and conditions mentioned therein will be continued, only the following conditions stands modified as under:

1. This Letter of Intent is issued on the basis of plot area certified by the Architect and the Annexure - II issued by Competent Authority and other relevant documents.
2. The built up area for sale and rehabilitation shall be as per the following scheme parameters. In the event of change in area of plot, nos. of eligible huts etc. the parameters shall be revised from time to time.

करल-२

E9100 104 940

२०२०

SRA/ENG/881/MW/MHL/LOI

The salient features of the scheme are as under:

Sr. No.	Description	Total
1.	Plot area considered for proposal	6784.30
2.	Less- 1) D. P. road	1077.50
3.	Net Plot Area	5706.80
4.	Add- 1) D. P. road	1077.50
5.	Total Plot Area for FSI consumption	6784.30
6.	Permissible F.S.I. In-situ	3.00
7.	Total Built up area Permissible in-situ	20352.90
8.	Rehab BUA for FSI Purpose	8375.82
9.	Areas of Amenities including common passage	2840.96
10.	Rehab Component	11216.78
11.	Sale Component Permissible	11216.78
12.	Total BUA sanctioned for the project	19592.60
13.	Sanctioned FSI for the Project	2.888
14.	Sale BUA proposed in-situ	11216.78
15.	Total BUA proposed to be consumed on plot	19592.60



- This LOI is issued on the basis of documents submitted by the applicant. If any of the document submitted by Architect / Developer / Society or Owner are proved fraudulent/misappropriated before the Competent Court/HPC and if directed by Competent Court /HPC to cancel the LOI, then the LOI is liable to be cancelled and concerned person/Society /Developer/Architect are liable for action under version provision of IPC 1860 and Indian Evidence Act, 1872.

- The Developer shall pay Rs. 40,000/- per tenement towards Maintenance Deposit and shall also pay Infrastructural Development charges @ Rs. 560/- (Suburb)/ Rs. 840/- (City) per sq.mt.) to the Slum Rehabilitation Authority as per Circular no./ dated 25/11/1997 as decided by the Authority.
- The Developer shall hand over PAP tenements if any within three months after grant of OCC. The said PAP tenements as mentioned in salient features condition no.4 above be handed over to the Slum Rehabilitation Authority/MHADA/MCGM or any designated Govt. Authority for Project Affected Persons, each of carpet area 25.00 sq.mt. free of cost.

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

करल-२		
E900	6E	940
२०२०		

SRA/ENG/881/MW/MHL/LOI

6. The Developer shall submit various NOCs including that from MOEF as applicable from the concerned authorities in the office of Slum Rehabilitation Authority from time to time during the execution of the S.R. Scheme.
7. If it is noticed regarding less land premium is charged then the difference in premium paid and calculated as per the revised land rate shall be paid by the developer as per policy.
8. The Developer shall complete the rehab component of project within the stipulated time period from the date of issue of CC to 1st rehab building as mentioned below: -

Plot area up to 4000 sq.mt.	→ 36 months
Plot area between 4001 to 7500 sq.mt.	→ 60 months
Plot area more than 7500 sq.mt.	→ 72 months

In case of failure to complete the project within stipulated time period the extension be obtained from the CEO/SRA with valid reasons.
9. The Developer/Chief Promoter shall register society of all slum dwellers to be re-housed under Slum Rehabilitation Scheme before issue of CC. After finalizing the allotment of Project Affected Persons (PAP) by the Competent Authority they shall be accommodated as members of registered society.
10. The Developer, Architect shall submit the duly notarized Indemnity Bond on Rs.220/- non-judicial stamp papers indemnifying the Slum Rehabilitation Authority and its officers against any kind of dispute, accident on site, risks or any damages or claim arising out of any sort of litigation with the slum dwellers / property owners or any others before IOA in a prescribed format.
11. The Developer shall not block existing access/easement right leading to adjoining structures/users and shall make provision of adequate access to the adjoining land locked plot, if any, free of cost and the same shall be shown on layout plan to be submitted for approval on terms and conditions as may be decided by Slum Rehabilitation Authority.
12. The IOA/Building plans will be approved in accordance with the modified Development Control Regulations and prevailing rules, policies and conditions at the time of approval.
13. The Arithmetical error/ typographical error if any revealed at any time shall be corrected on either side.
14. That proper safety measures like barricading, safety net etc. shall be taken on site during construction work as maybe necessary depending upon the type of work and the developer along with their concerned technical team shall be solely responsible for safety.



करल-२		
१५०	७५	१५०
०२०		

SRA/ENG/881/MW/MHL/LOI

15. That you shall install CCTV Cameras with direct feed to SRA Server at site as may be directed by I.T. Dept. SRA.

Additional LOI Conditions:

- 1) That you shall execute standard format of Individual agreement to be submitted to SRA as per Circular No. SRA/LA/DESK-1/T.L.2/450 dtd. 26/04/2016.
- 2) That you shall fix CCTV cameras on site in the building under construction with feed to SRA server as per the direction & specification of SRA.
- 3) As per the Circular No. 137 you shall pay charges of identity card of eligible slum dwellers/lottery.
- 4) As per the circular No. 138, you shall pay the Structural Audit Fees as per the SRA policy.
- 5) That you shall pay the non-refundable Legal charges as per office order u/s SRA/LA/Office order/126/2016 dtd. 22/02/2016.
- 6) That you shall construct tenements in shear wall technology as per Circular No.154.
- 7) That you shall submit registered undertaking from the Developer for not misusing stilt before granting C.C. to rehab building.
- 8) That you shall submit registered undertaking from the Developer for not misusing part terrace before granting Further C.C. to sale building.
- 9) That you shall submit registered undertaking from developer for handing over of fitness center to society free of cost before OCC.
- 10) That you shall submit Revised N.O.C from CFO, NOC from E. E (T & C) and N.O.C from Ch. Eng. (M&E) of MCGM before granting further C.C. to Sale building.
- 11) That you shall pay labour cess of one percent of total cost of construction (excluding land cost) before granting Plinth C.C.
- 12) That you shall revised the LOI as per modified clause 3.12 of Govt. Notification dated- 01/10/2016 before asking further C.C. to Rehab Building.
- 13) That you shall submit the Revised MOEF before asking C.C. beyond 20,000 sq. mt.



करल-२		
E900	७८	१५०
२०२०		

SRA/ENG/881/MW/MHL/LOI

If applicant Society/Developer/Architect are agreeable to all these conditions, then may submit proposal for approval of plans separately for each building, in conformity with the modified D.C. Regulations of 1991 in the office of the undersigned within 90 days from receipt of this LOI.

Yours faithfully,

[Signature]
 For Chief Executive Officer
 Slum Rehabilitation Authority

(Hon. CEO(SRA) has signed the revised LOI on 08/12/2016)



करल-२		
E900	७९	१५०
२०२०		



SLUM REHABILITATION AUTHORITY

No.: SRA/ENG/881/MW/MHL/LOI

Date: 4 MAR 2017

1. **Lic. Surveyor** : Shri. Jitendra B. Patel
Of M/s. Ankar Architects & Consultants
Gr. Floor, Satyanarayan Prasad Commerce
Centre, Dayaldas Road, Vile Parle
Mumbai 400 057.
2. **Developer** : M/s. K. D. Lite Developers,
2nd floor, Sea Homes,
Palm Beach Road,
Nerul, Navi Mumbai.
3. **Society** : "N. G. Acharya Nagar CHS (Ltd.)"



Sub :- Proposed S.R. Scheme u/Sec. 33(10) on plot bearing C.T.S. No. 470(pt.)
of village Chembur, Mumbai for "N. G. Acharya Nagar CHS Ltd.".

Ref : SRA/ENG/881/MW/MHL/LOI.

Gentleman,

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

This **Revised Letter of Intent** is issued in continuation with the revised Letter of Intent issued under even number dtd. 16/05/2012 and 21/12/2016 conditions mentioned therein will be continued, only the following conditions stands modified as under.

1. The built up area for sale and rehabilitation shall be as per the following scheme parameters. In the event of change in area of plot, nos. of eligible huts etc. the parameters shall be revised from time to time.

करल-२

१५० ८० १५०

१२०८

SRA/ENG/881/MW/MHL/LOI

The salient features of the scheme are as under:

Sr. No.	Description	Parameter In Sq. Mt.
1.	Plot area considered for proposal	6784.30
2.	Less-	
1) D. P. road		1077.50
3.	Net Plot Area	5706.80
4.	Add-	
1) D. P. road		1077.50
5.	Total Plot Area for FSI consumption	6784.30
6.	Permissible F.S.I. In-situ	3.00
7.	Total Built up area Permissible in-situ	20352.90
8.	Rehab BUA for FSI Purpose	8426.26
9.	Areas of Amenities including common passage	2778.25
10.	Rehab Component	11204.51
11.	Sale Component Permissible	11204.51
12.	Total BUA sanctioned for the project	19630.77
13.	Sanctioned FSI for the Project	2.89
	Sale BUA proposed in-situ	11204.51
	Total BUA proposed to be consumed on plot for max. 3.00 FSI on slum.	19630.77

That the rehabilitation component of scheme shall include.

- 54 Nos. of Residential tenements.
- 04 Nos. of Commercial Tenements.
- 64 Nos. of Provisional Rehab Residential tenements.
- 14 Nos of Provisional Rehab Commercial tenements.
- Nos. of R/C Tenements.
- 55 Nos. of PAP Tenements.
- 02 Nos. of Existing Amenities.
- 03 Nos. of Balwadi
- 03 Nos. of Welfare Center.
- 02 Nos. of Society Office.

- That you shall submit certification of carpet area from competent authority of Rehab commercial shops & amenities before asking FCC to sale wing C & D or before OCC to Rehab wing whichever is earlier and restrict C.C of sale admeasuring 600.00 sq.mt till then and amend the LOI & IOA accordingly

करल-२		
६१००	८१	१५०
२०२०		

SRA/ENG/881/MW/MHL/LOI

4. That you shall submit revised NOC from E.E.(T&C) and NOC from Ch.Eng.(M&E) before asking Further C.C. to Sale Building.
5. That you shall submit the P.R. Card with area mentioned in words duly certified by superintendent of land records for amalgamated / sub-divided plots before asking C.C for last 25% of built up area.

If applicant Society/Developer/Architect are agreeable to all these conditions, then may submit proposal for approval of plans separately for each building, in conformity with the modified D.C. Regulations of 1991 in the of the undersigned within 90 days from receipt of this LOI.

Yours faithfully

Sub. C. P.
Chief Executive Officer
For Slum Rehabilitation Authority



(Hon. CEO(SRA) has signed the revised LOI on 16.02.2017)



SLUM REHABILITATION AUTHORITY

करल-२		
ए१७०	C2	१५०
२०२०		

No.: SRA/ENG/881/MW/MHL/LOI

Date: 02 MAR 2019

1. Architect Shri. Rahul Kamathi of M/s. Rahul Kamathi Architects & Interior Designers
Near Magnet Mall, Senapati Bapat Marg,
Matunga (West), Mumbai - 400 016.

2. Developer M/s. K.D. Lite Developer.
201 Sea Homes, 2nd floor,
plot no. 03, sector 36 Karave,
Plam beach road, Nerul Navi Mumbai 400 706

3. Society "N.G. Acharya Nagar CHS (Ltd.)"



Sub: Issue Revised of LOI - Proposed S. R. Scheme on plot bearing C.T.S. No. 470 (pt.) of village Chembur (W), for "N.G. Acharya Nagar CHS (Ltd.)"

Ref: SRA/ENG/881/MW/MHL/LOI

Gentleman,

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

1. This Letter of Intent is issued on the basis of plot area certified by the Architect and the Annexure - II issued by Competent Authority and other relevant documents.
2. This LOI is in continuation with earlier LOI u/no. SRA/ENG/881/MW/MHL/LOI dtd.08/11/2007 and Revised LOI 16/05/2012, 21/12/2016 & 04/03/2017 all the Conditions mentioned in earlier LOI shall be complied with.
3. The built up area for sale and rehabilitation shall be as per the following scheme parameters. In the event of change in area of plot, Nos. of eligible huts etc. the parameters shall be got revised from time to time.

करल-२

E960 (3) 940

SRA/ENG/881/MW/MHL/LOI

२०२०

The salient features of the scheme are as under:

Sr. No.	Particulars	As per Proposed LOI
1.	Gross Plot Area	6784.30
2.	Less: Area under 18.30 m wide D.P. Road	1077.50
3.	Balance Plot Area	5706.80
4.	Amenity area as per Reg. No.14 of DCPR-2034	99.87
5.	Net plot area	5606.93
6.	Addition: Area under 18.30 m wide D.P. Road	--
7.	Plot area for FSI	5606.93
8.	Permissible FSI In-situ	--
9.	Total Built up area permissible in-situ	--
10.	Rehab BUA for FSI Purpose	9403.12
11.	Rehab Component	12901.72
12.	Sale Component ((12) x 1.15))	14836.98
13.	Total BUA Sanctioned for the project	24240.10
14.	Sanctioned FSI for the project	4.323
15.	Sale BUA Proposed in-situ	14377.02
16.	Total BUA proposed to be consumed on plot	24240.10
17.	FSI in-situ	4.323
18.	TDR generated	Nil

- That you shall submit The Revised NOC from CFO, NOC from E.E. (T & C) remarks and NOC from Dy. Ch. Eng. (M & E) before asking Further CC building under reference.
- That the plan will be approved for Rehab Wing E & F of Composite Bldg. accordance with Ann-II certified Component Authority i.e. Rehab Resi.260, Commercial 14, PAP's 29, Resi. Provisional PAP 06 nos.& Existing Amenity 02 Nos. 02 Nos. each common amenity 01 nos. Common Hall.

करल-२		
६१००	<Y	१५०
२०२०		

SRA/ENG/881/MW/MHL/LOI

6. That all the structural members below ground shall be designed considering the effect of chlorinated water, Sulphur water, seepage water etc. and any other possible chemical effect and due care while constructing the same will be taken and completion certificate to that effect shall be submitted before asking further CC to composite bldg. in the scheme.
7. That the work shall not be carried out between 10.00 pm to 6.00 am, only in accordance with Rule 5A(3) of Noise Pollution (Regulation & Control) Rules 2000 & the provision of Notification issued by Ministry of Environment & forest Dept.
8. That you shall register the said project with MAHA- RERA & submit the certificate to this office for office record
9. That the developer shall submit the certified Annexure-II Eligible tenements as provisional PAP's before asking OCC SRA Bldg.
10. That you shall ensure placement of requisite segregation Centre for organic waste convertor (O.W.C.) in the scheme consultation with D (SWM)/MCGM to avoid dumping of waste into the landfill site.

Yours faithfully,



[Signature]
 for Chief Executive Officer
 Slum Rehabilitation Authority

(Hon'ble CEO (SRA) has approved the Revised LOI)

ANNEXURE " B "

SLUM REHABILITATION AUTHORITY

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

करल-२		
६१००	८५	९५०
३०२०		

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

No. SRA / ENG / 3770/MS/2011/AD

17 MAY 2012

Composite Bldg.

To,
M/s. K.D. Lite Developers,
201, Sea Homes, 2nd Flr,
Plot No.3, Sector 36, Karave,
Palm Beach Road, Nerul,
Navi Mumbai 400 705.

With reference to your Notice, letter No. 8791 dated 30/12/2011 and delivered on 30/12/2011 200 and the plans, Sections, Specifications and Description and further particulars and details of your building at Composite bldg. on plot bearing F. I. S. No. 470(pt) of village Chembur (W) for 'M.G. Acharya Nagar (Kd 27)



furnished to me under your letter, dated 30/12/2011 200 I have to inform you that the proposal of construction of the building or work proposed to be erected or executed is hereby approved under section 45 of the Maharashtra Regional & Town Planning Act, 1966 as amended up-to-date, subject to the following conditions :

A. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE COMMENCEMENT OF THE WORK UPTO PLINTH LEVEL

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

करल-२		
ए१६०	CE	१५०
२०२०		

2

Subject to your so modifying your intention as to comply the aforesaid mentioned conditions and meet by requirements. You will be at liberty to proceed with the said building or work at anytime before the _____ day of _____ 200 but not so as to contravene any of the provisions of the said Act as amended as aforesaid or any rule, regulations of bye-law made under that Act at the time in force.

Your attention is drawn to the special instructions and Notes accompanying this Intimation of Approval

[Signature]
Executive Engineer, (S.R.A.)



करल-२		
६१७०	८७	१५०
२०२०		



SLUM REHABILITATION AUTHORITY

No. :SRA/ENG/2775/MW/MHL/AP

Date: 29 MAR 2017

To,
Shri. Jitendra B. Patel.
Of M/s. Aakar Architects & Consultants,
Gr.Flr, Satyanarayan Prasad Commercial Centre,
Dayaldas Road, Vile Parle(E),
Mumbai:-400057.

Subject :- Amended IOA of Composite building in S. R. Scheme bearing C.T.S. No. 470(pt) of village Chembur (W) Acharya Nagar CHS Ltd."

Ref:-Your letter dated 30.09.2016

Gentleman,

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

- 1) That all conditions of Letter of Intent issued under No SRA/ENG/881/ME/MHL/LOI dated LOI dated 21-12-2016 & Revised LOI dated 04/03/2017 shall be complied with.
- 2) That all the conditions of IOA under No. SRA/ENG/2775/ME /MHL/AP dtd.17/05/2012 shall be complied.
- 3) That the C.C shall be got re-endorsed as per amended plans.
- 4) That you shall submit revised structural design & calculation before re-endorsement of C.C as per amended plans.



करल-२

E900 CC 190

२०२०

- 5) That you shall submit certification of carpet area from competent authority of Rehab commercial shops & amenities before asking FCC to sale wing C & D or before OCC to Rehab wing till then C.C of sale admeasuring 600.00 sq.mt will be restricted.
- 6) That you shall submit Revised CFO NOC & H.E. NOC before asking FCC to sale wing C & D.
- 7) That you shall amend the plan as per clarification in Annexure-II from Competent Authority.
- 8) That you shall obtain signature of eligible slum dwellers of Rehab commercial & amenities before asking FCC to sale wing C & D or before OCC to Rehab wing whichever is earlier.

One set of amended plan is returned herewith as token of approval.

Yours faithfully,

— sd —

Executive Engineer
Slum Rehabilitation Authority.



- 1) M/s. K.D.Lite Developers,
- 2) The Assistant Municipal Commissioner "M/W" Ward,
- 3) A. E. W. W. "M/W" Ward,
- 4) A. A. & C. "M/W" Ward,
- 5) H. E. of MCGM,
- 6) I.T. Officer (SRA)
- 7) A.E. "M" Ward.(SRA)

For information please.

seah

29.03.17
Executive Engineer
Slum Rehabilitation Authority.

करल-२		
E900	C8	940
२०२०		



SLUM REHABILITATION AUTHORITY

No. SRA/ENG/2775/MW/MHL/AP

Date: 13 MAR 2019

To,
Architect
Shri. Rahul Kamathi
Ruparel Iris, Plot No. 273,
Senapati Bapat Marg,
Matunga (W) Mumbai

Sub: Amended Plans for Composite Building under S.R. Scheme on land bearing C.T.S. No. 470 (pt.) of Village Chembur (W) for "N. GOB. Acharya Nagar CHS (Ltd.)"

Ref.: Your letter received to this office on 16/1/2018



Gentleman,

With reference to the above, the amended plans for Composite Building submitted by you are hereby approved by this office, subject to following conditions,

1. This LOI is in continuation with earlier LOI u/no. SRA/ENG/881/MW/MHL/LOI, dtd. 08/11/2007 and Revised LOI 16/05/2012, 21/12/2016 & 04/03/2017 all the Conditions mentioned in earlier LOI shall be complied with.
2. That the conditions of IOA u/no. SRA/ENG/2775/MW/MHL/AP dtd. 07/05/2012 & amended plan dtd. 27/03/2017 & 23/03/2018 shall be complied with.
3. That the Revised drainage approval shall be submitted for proposed amended plans.
4. That the Revised NOC from Ex. Eng. (T & C) shall be submitted for proposed amended plans.
5. The structural designs and the quality of material and workmanship shall be strictly as per conditions laid down in Regulation 45 of DCR 1991 amended up to date.
6. That Revised structural design and calculations shall be submitted for proposed amended plans.
7. That the Revised CFO NOC shall be submitted, for proposed amended plans.

कल-२

६१७० १० १४०

१०२०

8. That the Revised Civil Sanitation NOC shall be submitted before seeking sanction for beyond permitted height.
9. That the Revised NOC from Dy. Ch. Eng. (W & E) shall be submitted for proposed amended plans.
10. That you shall submit Environmental Clearance from Ministry of Environment & Forest MOEF as per the notification no. SO-1500/E dtd. 14-9-2006 for excess area beyond earlier NOC.
11. That the C.O. shall be got Re-endorsed as per amended plans.
12. That the separate P.R. Cards for sub-divided plots shall be submitted.
13. That the POS plot shall be demarcate and handed over to MCGM by transferring PRC in the name of MCGM.
14. That the Layout shall be got approved as per amended plans.

Yours faithfully,

Signature

3.03.4
Executive Engineer-III
Slum Rehabilitation Authority



SLUM REHABILITATION AUTHORITY

5th floor, Gnha Nirman Bhavan, Bandra (E) Mumbai - 400 051.

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966 (FORM 'A')

No. SRA/ENG/2775/ME/MHL/AP 5 OCT 2012

COMMENCEMENT CERTIFICATE

COMPOSITE BLDG.

To,
M/s. K.D. Lite Developers,
~~201, Sea Homes, 2nd floor,~~
Plot No.3, Sector 36 Karave,
Palm Beach Road, Nerul,
Navi Mumbai-400 706.

Sir,

With reference to your application No. 8791 dated 30/12/2011

Permission and grant of Commencement Certificate under section 44 & 89 of the Maharashtra Regional and Town Planning Act, 1966 to carry out development and building permission under section 45 of Maharashtra Regional and Town Planning Act, 1966 to erect a building on plot No. C.T.S. No. 470 (Pt.) of village Chembur (W) T.P.S. No. ward M/E situated at Chembur, Mumbai, for N.G. Acharya Nagar CHS Ltd.



The Commencement Certificate/Building Permit is granted subject to conditions of mentioned

In LOI U/R No. SRA/ENG/881/MW/MHL/LOI (Rev.)

IOA U/R No. SRA/ENG/2775/ME/MHL/AP

and on following conditions.

1. The land vacated in consequence of 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 reason until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year from the date of its issue. However the construction work should be commenced within three months from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you or in contravention of the provision of coastal Zone Management plan.
5. If construction is not commenced this Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
6. This Certificate is liable to be revoked by the C.E.O. (SRA) if :-
 - (a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
 - (b) Any of the condition subject to which the same is granted or any of the restrictions imposed by the C.E.O. (SRA) is contravened or not complied with.
 - (c) The C.E.O. (SRA) is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 and 45 of the Maharashtra Regional and Town Planning Act, 1966.
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 C.E.O. (SRA) has appointed SHRI P.B. BANDGAR

Executive Engineer to exercise his powers and functions of the Planning Authority under section 48 of the said Act.

This C.C. is granted for work up to top of basement for the portion marked 'A'
to 'I' as shown on plan at pg.693 of composite building as per
approved plans dtd. 07/05/2012.

For and on behalf of Local Authority
The Slum Rehabilitation Authority

Bandgar
5/10/12
Executive Engineer (SRA) - I
FOR

CHIEF EXECUTIVE OFFICER
(SLUM REHABILITATION AUTHORITY)

2960 12 940

2020

SRA/ENG/2775/MW/MHL/AP

4 FEB 2016

This C.C. is granted for part portion of plinth (top of - basement) for sale wing 'A', 'C' & 'D' & for Rehab wing 'E' marked as A-B-C-D-E-F-A & G-H-I-J-G on plan at pg. 1003 & further extended for rehab wing 'E' from Gr to 15th upper floors as per approved plans dtd. 17/5/12

Signature
Executive Engineer
Slum Rehabilitation Authority

SRA/ENG/2775/MW/MHL/AP

30 MAR 2017

In continuation with above, this C.C. is amended as per plan dtd. 29.3.17

Signature
30.03.17
Executive Engineer
Slum Rehabilitation Authority

SRA/ENG/2775/MW/MHL/AP

15 MAY 2017

This C.C. is further extended upto 4th floor of wing A-B and upto 3rd floor of the Sale wing 'D' & 'C' (pt) as marked on plan at page no. 1103, and upto Ground + 15th upper floors of rehab wing 'E' as per approved amended plans dtd. 29/03/2017.

Signature
05.05.17
Executive Engineer
Slum Rehabilitation Authority

SRA/ENG/2775/MW/MHL/AP

8 FEB 2018

This C.C. is further extended upto 6th (pt) Floor of Sale wing 'A' & 'B' and RCC frame work upto full height of Sale wing 'A', 'B', 'C' & 'D' of Composite bldg. as per last approved amended plans dated. 29/03/2017.

Signature
08.02.18
Executive Engineer
Slum Rehabilitation Authority



करल-२		
E9UD	13	740
२०२०		

SRA/ENG/2775/MM/MHL/AP

15 JUL 2019

This C.C is re-endorsed for rehab wing 'E' & 'F' of composite building as per last approved amended plan dated 13/03/2019.

slah
15.07.19
Executive Engineer
Slum Rehabilitation Authority

SRA/ENG/2775/MM/MHL/AP

10 DEC 2019

This C.C. is re-endorsed as per last approved amended plans dtd. 13/03/2019.

slah
10.12.19
Executive Engineer
Slum Rehabilitation Authority

SRA/ENG/2775/MM/MHL/AP

22 DEC 2019

This C.C. is further extended upto 10th upper floor from 11th to 15th of sale wing A,B,C, & D and RCC frame work of wing 'A' & 'B' and from 11th to 14th upper floors for wing 'C' & 'D' of composite bldg as per last approved amended plan dtd. 13/03/2019.

slah
23.12.19
Exec. Eng. Engineer
Slum Rehabilitation Authority



ANNEXURE " D "

करल-२		
६१७७	९४	१५०
२०२०		



प्रमाणित किया जाता है कि उपरोक्त विवरण सही है और इसमें कोई भी त्रुटि नहीं है।
 यह प्रमाणित किया जाता है कि उपरोक्त विवरण सही है और इसमें कोई भी त्रुटि नहीं है।

प्रमाणित किया जाता है कि उपरोक्त विवरण सही है और इसमें कोई भी त्रुटि नहीं है।
 यह प्रमाणित किया जाता है कि उपरोक्त विवरण सही है और इसमें कोई भी त्रुटि नहीं है।

प्रमाणित किया जाता है कि उपरोक्त विवरण सही है और इसमें कोई भी त्रुटि नहीं है।
 यह प्रमाणित किया जाता है कि उपरोक्त विवरण सही है और इसमें कोई भी त्रुटि नहीं है।

प्रमाणित किया जाता है कि उपरोक्त विवरण सही है और इसमें कोई भी त्रुटि नहीं है।
 यह प्रमाणित किया जाता है कि उपरोक्त विवरण सही है और इसमें कोई भी त्रुटि नहीं है।

ANNEXURE " F "

करल-२

एगुल

एम

१५

२०२०



MUNICIPAL CORPORATION OF GREATER MUMBAI

Office of the
Chief Engineer (Development Plan)
Municipal Head Office
4th Floor, Extn. Building
Mahapalika Marg, Fort
Mumbai - 400 001

To

AAKAR ARCHITECT & CONSULTANT
201, AMIPKABHA APT.
DEVIDAS ROAD BORIVALI (W)
MUMBAI

No: CHE/408/DPES/M

Date: 14/9/11

Sub: Sanctioned Revised Development Plan Remarks for the land bearing C.T.S.No 470 of CHEMBUR Village

Ref: Your Application u/no. 034221 and payment of certifying charges made on 03/09/11
Receipt no. 1000945999 dated 03/09/11

Sir/Madam,

Sanctioned Revised Development Plan Remarks for the land shown bounded blue on the accompanying plan are as under: -



Description of the Land	:	C.T.S.No 470 of CHEMBUR
Sanctioned Revised Development Plan referred to Ward	:	M
Reservations affecting the land [as shown on plan]	:	NIL
Reservations abutting the land [as shown on plan]	:	NIL
Designations affecting the land [as shown on plan]	:	NIL
Designations abutting the land [as shown on plan]	:	NIL
D.P. Roads affecting the land [as shown on plan]	:	DP ROAD (18.30 M)
Zone [as-shown on plan]	:	RESIDENTIAL ZONE (R)

Remarks from other Departments/Offices:

Highway 45m buffer : EASTERN EXPRESS HIGHWAY - BUFFER

As the land under reference falls within 45 metres of EASTERN EXPRESS HIGHWAY - BUFFER boundary, specific remarks shall be obtained from the concerned Authority.

Demarcation: The Alignment of the proposed road is subject to the actual demarcation on site by this office staff along with the representative of A.E.Survey.

If the land under reference is affected by Nalla /Well, specific remarks shall be obtained from the concerned Authority

करल-२

एगवु ए १५०

Note:

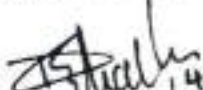
२०२०

If the land under reference is a part of amalgamation/sub-division/layout, then specific remarks shall be obtained from the concerned Building Proposal office and development thereof shall be as per the terms and conditions of the approved amalgamation/sub-division/layout.

Remarks are offered only from the zoning point of view without reference to ownership and without carrying out actual site inspection and without verification of the status of the structures and acquisition if any on the land under reference. Status of the existing road, if any, shall be confirmed from the concerned Ward Office.

The boundaries shown in the accompanying plan are as per the available records with this office. However the boundaries shown in the records of City Survey Office shall supersede those shown in the D. P. Remarks Plan.

Yours Faithfully


Assistant Engineer,
Development Plan
(M Ward)

Acc-1 plan



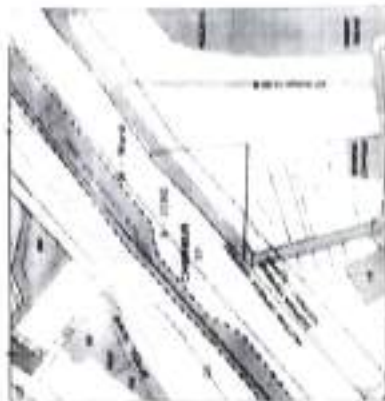
कवल-२

ए१७७

१७

१५७

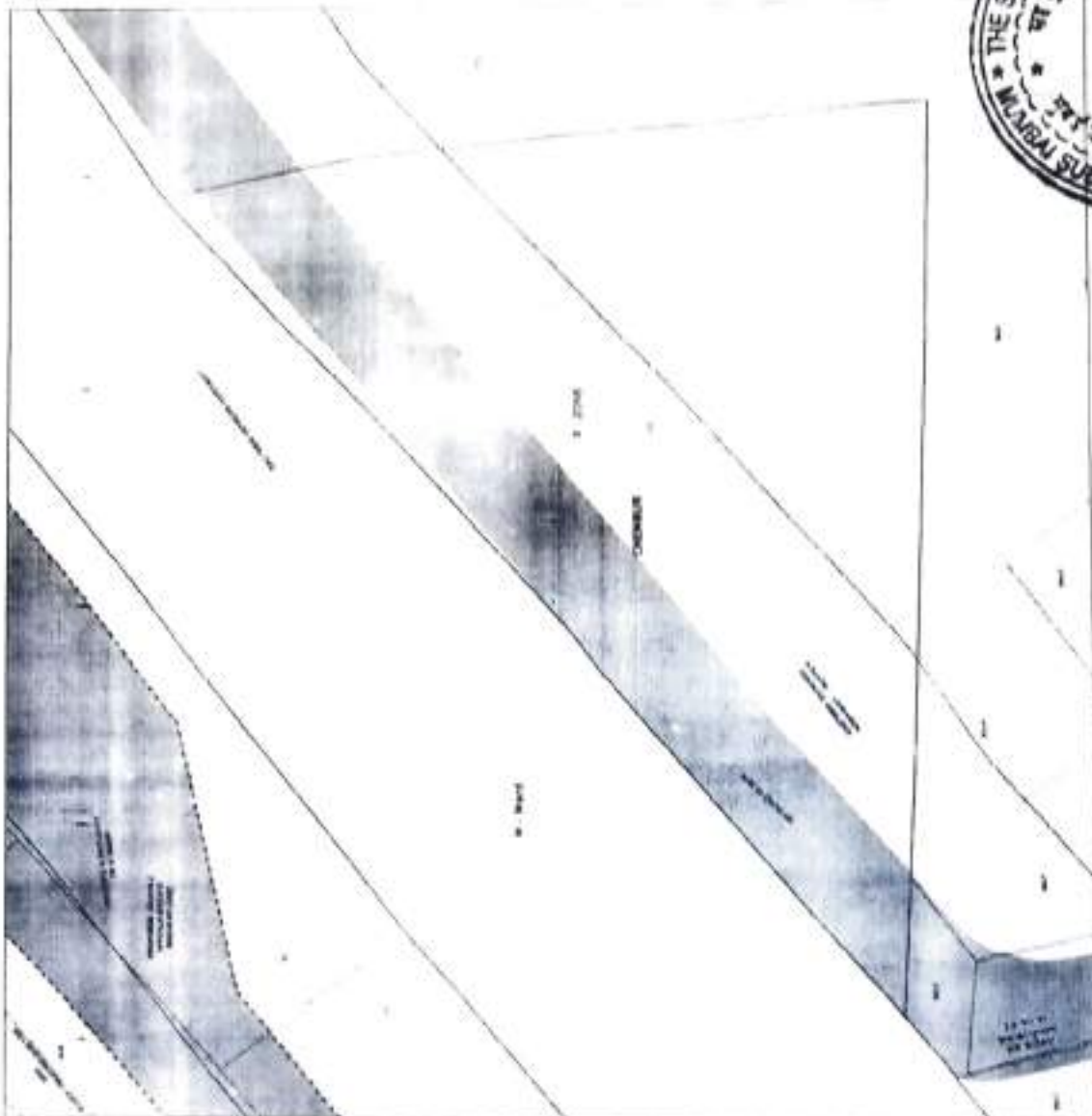
२०२०



LOCATION PLAN
Scale 1:400

NOTE:

1. The Government has been notified, and from the survey plan it is evident that the boundaries of the existing and proposed structures are the same as shown in the plan. The Government has been notified, and from the survey plan it is evident that the boundaries of the existing and proposed structures are the same as shown in the plan.



BLOCK PLAN
Scale 1:500

Land Bearing C.S. 18.8/2017 of Civil Survey Village in Ward



Assistant Engineer (DP) M Ward

Office of the Sub-Registrar (Development Plan)
at the Municipal Building
Municipal Ward Office
Municipal Ward Office, Kurla
Municipal Ward Office, Kurla

MUNICIPAL CORPORATION OF GREATER MUMBAI (Development Plan Department)



ANNEXURE "A"

करल-२

मालमत्ता पत्रक

E960 १८ 750

२०२०

मुंबई उपनगर जिल्हा

पत्रक क्र. १११

पत्रक क्र. १११

पत्रक क्र. १११

पत्रक क्र. १११

पत्रक क्र. १११

पत्रक क्र. १११

पत्रक क्र. १११

पत्रक क्र. १११

पत्रक क्र. १११

पत्रक क्र. १११

पत्रक क्र. १११

पत्रक क्र. १११

पत्रक क्र. १११

पत्रक क्र. १११



०३०

विशाल खोसला विभागाध्यक्ष और एडम. ए. पी.सी.

मालमत्ता पत्रक

विभाग/मोजे -- चेंबुर

नामुको न. भू. मा. का. -- न. भू. अ. चेंबुर

राज्य कुलपत्र	मालमत्ता पत्रक	पत्रक क्रमांक	क्षेत्र	धारणाधिकारी
क्रमांक	पत्रक क्रमांक	पत्रक क्रमांक	क्षेत्र	धारणाधिकारी
४३४	४३४			

करल-२		
६१००	१००	१५०
२०२०		

मालमत्ता पत्रक अर्थात् मालमत्ता पत्रक
मालमत्ता अर्थात् मालमत्ता पत्रक

दिनांक	प्रकरण	खंड क्रमांक	मालमत्ता पत्रक (पत्रक क्रमांक)	मालमत्ता पत्रक (पत्रक क्रमांक)
१५/१२/२०२०			म. जमाबंदी आधुनिकीकरण मालमत्ता पत्रक अर्थात् मालमत्ता पत्रक मालमत्ता पत्रक अर्थात् मालमत्ता पत्रक मालमत्ता पत्रक अर्थात् मालमत्ता पत्रक मालमत्ता पत्रक अर्थात् मालमत्ता पत्रक मालमत्ता पत्रक अर्थात् मालमत्ता पत्रक मालमत्ता पत्रक अर्थात् मालमत्ता पत्रक मालमत्ता पत्रक अर्थात् मालमत्ता पत्रक	मालमत्ता पत्रक अर्थात् मालमत्ता पत्रक मालमत्ता पत्रक अर्थात् मालमत्ता पत्रक मालमत्ता पत्रक अर्थात् मालमत्ता पत्रक मालमत्ता पत्रक अर्थात् मालमत्ता पत्रक मालमत्ता पत्रक अर्थात् मालमत्ता पत्रक मालमत्ता पत्रक अर्थात् मालमत्ता पत्रक मालमत्ता पत्रक अर्थात् मालमत्ता पत्रक मालमत्ता पत्रक अर्थात् मालमत्ता पत्रक

मालमत्ता पत्रक

मालमत्ता पत्रक

मालमत्ता पत्रक

न. भू. अ. चेंबुर

मालमत्ता पत्रक



मालमत्ता पत्रक

मालमत्ता पत्रक

ANNEXURE " I "

PREETI BRAHMANIA
Adv. MARKAND, LL.M.,
B.A., LL.B.
ADVOCATE & LEGAL CONSULTANT

Ex-Officio - Indian Air Force

Yashwantrao Chavan Pratishthan of Mumbai

करल-२		
E900	802	950
2020		

TO WHOMSOEVER IT MAY CONCERN

This is to certify that I have for the purpose of investigating the title of **K. D. LITE DEVELOPERS PRIVATE LIMITED**, (formerly known as **M/s. K. D. Lite Developers**) a company incorporated under the Companies Act, 1956 ("the Developers") having its registered office at 6, Datta Prasad, 2nd Floor, Plot No. - 274 A, Veer Savarkar Marg, Shivaji Park, Dadar, Mumbai - 400 028, to all that pieces and parcel of land together with the structures standing thereon bearing CTS No. 470 (part) admeasuring 6784.30 sq.mtrs., of Village Chembur, situated at Village Chembur lying being and situated at Off Eastern Express Highway, Near Swastik Park, Mumbai 400 071 within the Registration District of Mumbai and Mumbai Suburban-District (hereinafter referred to as "**THE SAID PROPERTY**") have caused searches to be taken with the Sub-Registrar of Assurances at Bombay for the year 1983 to 2012 (for 30 years) through my search Mr. N. D. Rane.

1. I have perused the Revenue Records viz certified copy of the extract of the Property Registered Card. The Property Card in respect of the said property reflects the Government of Maharashtra as the Owners of the said Property.
2. One M/s. Markand Gandhi & Co., Advocates & Solicitors published a public notice inviting claims in respect of the said property. The public notice was published in two newspapers namely in Free Press Journal and Nav-Shakti on 19 September 2011. The said M/s. Markand Gandhi & Co., vide their Letter dated 19 July 2012 informed that they have not received any claims and/or objection to the said Public Notice. I have not issued any public notice thereafter.
3. The said property is not under any reservation under the development plan save and except as stated shown in the D.P. Remark dated 9 October 2009 bearing No CHE/305/DPES/M



करल-२

१७० १०३ १५०

०२०

PREETI BRAHMANIA

BS, MBS (AM), LL.M, CA
PGDIL, PGDIPR

ADVOCATE & LEGAL CONSULTANT

Ex-Officer - Indian Air Force

Visiting Faculty - University of Mumbai

4. The brief facts of the said Property are as under :-

(a) Maharashtra Housing & Area Development Authority (MHADA) was the owner of the land/Property to be developed under SHS Scheme/Provisions bearing C.T.S. No. 470 (part) together with the structures standing thereon, situated at Village Chembur, lying, being and situated at Off Eastern Express Highway, Near Swastik Park, Mumbai 400 071, within the Registration District of Mumbai and Mumbai Suburban-District.

(b) The above property was occupied by slum dwellers/occupants/tenants who were residing with their respective families in their respective structures / hutments. These slum dwellers/occupants/tenants who had formed themselves into a society namely N. G. Acharya Nagar Co-op Hsg. Soc. Ltd. a society registered under the Maharashtra Co-op. Soc. Act 1960 bearing No. BLM / WM / HSG / TO / 4950 / 1989 - 90 (hereinafter referred to as "the said Society")

(c) By an Indenture of Lease dated 25 January 1994 duly registered with the Sub-Registrar of Assurances at Bandra under No. P 500/1994 on 26th January, 1994 entered into between "N.G. Acharya Nagar Co-op Hsg. Society Ltd." i.e. the said society on one hand and MHADA on other hand, MHADA has interalia granted lease of the Property bearing CTS No.470 (part) of Village Chembur in the Registration District and Sub-District of Mumbai Suburban District in favour of the said Society, for consideration and on the terms, conditions and covenants mentioned therein.



PREETI BRAHMANIA

B.Sc., M.B.B.S (A.M), L.L.M, C.S.
P.G.D.C.L, P.G.D.I.P.R

ADVOCATE & LEGAL CONSULTANT

Ex-Officer - Indian Air Force

Visiting Faculty - University of Mumbai

करल-२

E900 908 950

२०२०

- (d) In the events that occurred, the society as a Lessee became entitled to the property bearing CTS No. 470 (part) admeasuring 6784.30 sq. mtrs. together with structures thereon of Village Chembur in Mumbai Suburban District, lying being and situate at Off Eastern Express Highway, Near Swastik Park, Mumbai 400 071 (hereinafter referred to as "the said Property").
- (e) By Special General Body Meeting dated 22 February 2004, the said Society interalia vide Resolution No. 2 resolved to adopt Slum Rehabilitation Scheme, by way of development and to acquire free of cost permanent alternate accommodation, each having carpet area of 225 sq. ft.. The development of the said Property was assigned to one M/s. Midas Builders having its address at 36/1, T N Sadanand CHS Ltd. Tilak Nagar, Chembur, Mumbai 400089, the development work of the said Property to be carried out, under Regulation no. 33 (10) of the Development Control Regulation for Greater Mumbai 1991.
- (f) The appropriate authority i.e. the Chief Officer, Mumbai Board of Competent Authority issued Annexure II on 31 December 2004, setting out details of the eligible and non-eligible slum dwellers in respect of the said Property.
- (g) By a Development Agreement dated 6th April 2004, made and entered into between the Society through its authorized committee members/office bearers (therein referred to as "the Society") of the one part and M/s. Midas Builders (therein referred to as "the Developers") of the other part, the Society therein agreed to grant all the development rights in respect of the said Property to M/s. Midas Builders, for the consideration and on the terms and conditions more particularly set out





- (h) Subsequently, the appropriate authority i.e. Slum Rehabilitation Authority issued Annexure III, setting out details of the SRA Scheme.
- (i) By a Declaration dated 21st July, 2007 made and executed by the said Society (therein referred to as "the Owners") the Society has interalia confirmed the above Development Agreement dated 6th April, 2004. The said Declaration is duly registered in Sub-Registrar of Assurances at Kurla under No BDR/30/5772 of 2007.
- (j) Thereafter the said Society executed an Irrevocable Power of Attorney dated 18th August 2007, registered with the Sub-Registrar of Assurances under serial no BDR/13/8480/2007 dated 18th August 2007, in favour of the said M/s. Midas Builders interalia to obtain various statutory permissions, carry on construction / development works on the said Property, to sell the premises to be constructed from the FSI available and to appropriate the sale proceeds thereof and to do various acts, deeds, matters and things in respect of the said property.
- (k) The said M/s. Midas Builders also obtained individual irrevocable consents and have entered into separate individual agreements with all slum dwellers/tenants/occupants on the said property.
- (l) The Slum Rehabilitation
No.

PREETI BRAHMANIA

B.Sc., M.B.B.S (A.M.), LL.M., C.S.
P.G.D.C.I., P.G.D.I.P.R.

ADVOCATE & LEGAL CONSULTANT

Ex-Officer - Indian Air Force

Visiting Faculty - University of Mumbai

करल-२

६१७०

१०६

१५०

२०२० ०६३९६/२००७

- (m) By Development Agreement dated 24th December 2007, registered with the Sub-Registrar of Assurances under serial dated 24th December 2007, the Society (therein referred to as the Society") of the First Part and the said M/s. Midas Builders, (therein referred to as "the said Developers") of the Other Part and the Developers herein i.e. *K.D. Lite Developers*, (therein referred to as "the said Sub-Developers") of Second Part whereby the said Society and the said M/s. Midas Builders granted the development rights to the Sub-Developer therein free from all encumbrances, claims, demands and burdens, in respect of Sale Building/s, to be constructed on a portion of the said property by utilizing FSI as more particularly set out therein for consideration and on the terms and conditions mentioned therein.
- (n) Pursuant to the Resolution passed in Special General Meeting of the Society held on 30 December 2011 it was resolved to grant development right of the said property to the Developers herein.
- (o) By a Common Consent dated 10 January 2012, the members of the said Society consented to redevelopment of the said property by the Developers herein.
- (p) Pursuant to the above resolution by Development Agreement dated 9th April, 2012, made and entered into between the Society through its authorized committee members/office bearers (therein referred to as the Society) of the one part and the Owners (therein referred to as "the Developers") of the other part, the Society therein agreed to grant all the development rights in respect of the said Property to the Developers, for the consideration and on the terms and conditions more particularly set out therein.



statutory permissions, carry on construction / development works on the said Property, to sell the premises to be constructed from the FSI available and to appropriate the sale proceeds thereof and to do various acts, deeds, matters and things in respect of the said property.



- (r) By an Undertaking dated 8th May 2012, registered with the Sub-Registrar of Assurances under serial no BDR-3-04426-2012 on 9th May 2012, executed by Mrs. Irene Edwyn D'Mello, sole proprietor of M/s. Midas Builders in favour of The Chief Executive Officer, SRA, Mumbai, the said Irene Edwyn D'Mello has interalia recorded her 'No Objection' for deleting the name of M/s. Midas Builders from the records of the SRA and appointing the Developers herein as the developers in respect of the said Property and in furtherance granted her 'No Objection' to SRA issuing revised Letter of Intent in favour of Developers herein as the developer of the said Property.

- (s) Pursuant to the aforesaid the Slum Rehabilitation Authority issued Letter of Intent (Revised) dated 16 May, 2012, bearing no. SRA/ENG/881/MW/MHL/LOI, (**"the said LOI"**) interalia granting permission for proposed Slum Rehabilitation Scheme on the said Property under Regulation no. 33 (10) of the Development Control Regulation for Greater Mumbai 1991, to the Developers, subject to the terms and conditions set out therein and in the LOI dated 8 November 2007.

- (t) Thereafter the Developers obtained the Intimation of Approval (IOA) dated 17 May 2012 bearing No. SRA/ENG/2775/MW/MHL/AP in respect of the said Property.
- (u) Thereafter the Developers herein obtained the Commencement Certificate ("CC") bearing No. SRA/ENG/2775/MW/MHL/AP for the said Property
- (v) Subsequently the said M/s. K. D. Lite Developers a partnership firm got converted into a private limited i.e. K. D. Lite Developers Private Limited, registered with Registrar of Companies vide Certificate of Registration dated 2 August 2012 bearing Corporate Identity No. U70101MH2012PTC234084.

5. In the premises the Developers i.e., the said K. D. Lite Developers Private Limited are absolutely entitled to the development rights in respect of the said Property and also have a clear and marketable right free from all encumbrances in respect of the said Property in the manner as they may deem proper.

Dated this 1st day of December, 2012.


Ms. Preeti Brahmania
Advocate





Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT FORM 'C'

(See rule 5(a))

कल-२		
२१००	१०९	१०६
२०२०		

This registration is granted under section 3 of the Act to the following project under project registration number P51800004525

Project: Ruparel Orion Plot Bearing: CTS - Survey / Plot No. CTS No. 670st Kuria Kuria Mumbai Suburban 400071

1. K D Lite Developers Pvt Ltd having its registered office / principal place of business at Tanna Ward Ghorbani District Mumbai City Pin 400016

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

- The promoter shall enter into an agreement for sale with the allottees
- The promoter shall execute and register a conveyance deed in favour of the allottees or the association of the allottees as the case may be of the apartment or the common areas as per Rule 5 of Maharashtra Real Estate (Regulation and Development) Registration of Real Estate Projects Registration of Interest and Disclosures on Website Rules 2017
- The promoter shall deposit seventy percent of the amounts realised by the promoter for the project as per sub-clause (D) of clause (i) of sub-section (2) of section 4 read with Rule 5 OR

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

- The Registration shall be valid for a period commencing from 09/08/2017 and ending with 30/12/2025 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 3 of the Act read with rule 5
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under
- That the promoter shall take all the pending approvals from the competent authorities

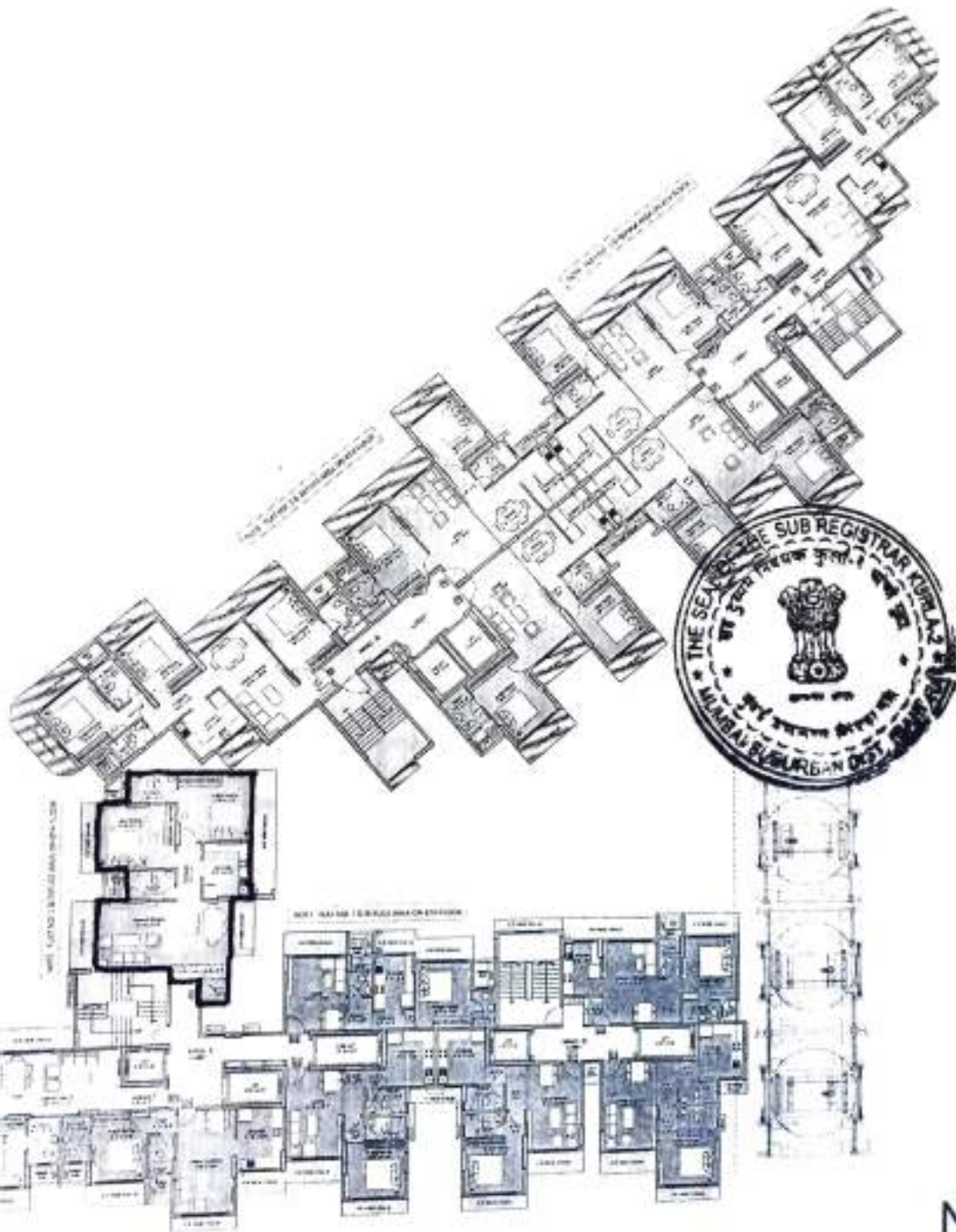
3. If the above mentioned conditions are not fulfilled by the promoter the Authority may take necessary action against the promoter including revoking the registration granted herein as per the Act and the rules and regulations made there under

Signature and
Digitally signed by
Dr. J. K. Maheshwari, Secretary
Secretary, Maharashtra
Date 24.12.2019 17:38:39

Dated 09/08/2017
Place Mumbai

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

करल-२		
६१७०	११०	१५०
२०२०		



TYPICAL FLOOR PLAN
2nd TO 7th & 9th TO 14th

AMR

[Signature]

करल-२		
E960	999	१५०
२०२०		



PERM CARPET AREA DIAGRAM OF FLAT NO. 4
(WING - D)
FLAT - 108



PERM CARPET AREA
DIAGRAM OF FLAT NO. 4
(WING - D)
FLAT - 108



1220
 E900 992940
 2020

REAR CARPET AREA DIAGRAM OF FLAT NO. 1
(WING - A)
SCALE - 1/20

REAR CARPET AREA DIAGRAM OF FLAT NO. 2
(WING - A)
SCALE - 1/20

REAR CARPET AREA DIAGRAM OF FLAT NO. 3
(WING - A)
SCALE - 1/20

REAR CARPET AREA DIAGRAM OF FLAT NO. 4
(WING - B)
SCALE - 1/20

REAR CARPET AREA DIAGRAM OF FLAT NO. 5
(WING - B)
SCALE - 1/20



REAR CARPET AREA DIAGRAM OF FLAT NO. 6
(WING - B)
SCALE - 1/20

REAR CARPET AREA DIAGRAM OF FLAT NO. 7
(WING - C)
SCALE - 1/20

REAR CARPET AREA DIAGRAM OF FLAT NO. 8
(WING - C)
SCALE - 1/20

REAR CARPET AREA DIAGRAM OF FLAT NO. 9
(WING - C)
SCALE - 1/20

REAR CARPET AREA DIAGRAM OF FLAT NO. 10
(WING - C)
SCALE - 1/20

REAR CARPET AREA DIAGRAM OF FLAT NO. 11
(WING - C)
SCALE - 1/20

PROFORMA - B
CONTENTS OF SHEET
 ORIGINAL FLOOR PLAN SHOWN TO THE ARCHITECT FOR CARPET AREA CALCULATION
DESCRIPTION OF PROPOSAL
 PROPOSAL FOR THE CONSTRUCTION OF THE PROPOSED BUILDING IN THE
 L.T.D. NO. 100/101 OF THE CHANDLER ROAD, KURUKH DISTRICT
 FOR THE REAR CARPET AREA CALCULATION
NAME OF OWNER
 M/S. K. D. LITE DEVELOPERS
 2ND FLOOR, 5th HONEY, PALM BEACH ROAD, KURUKH
 JHARKHAND
NAME, ADDRESS & SIGNATURE OF ARCHITECT
 SIGNATURE
 STAMP OF DATE OF RECEIPT OF PLANS
 STAMP OF DATE OF APPROVAL OF PLANS
 11 3 MAR 2020
 NORTH

ANNEXURE 'L'

LIST OF COMMON AREAS AND FACILITIES FOR WING "A/B/C/D"

(Nature, extent and description of common areas and facilities/limited common areas and facilities)

LIMITED AREA

Terraces/deck/flowerbed, which are adjacent to premises, shall belong to and are meant for the exclusive use of such Purchasers alone.

करल-२		
E900	993	146
२०२०		

RESTRICTED COMMON AREAS AND FACILITIES

1. Landing in front of stairs on the floor on the particular premises is located, as a mere access to the premises but not for the purpose of storage, recreation, residence or sleeping. The landing is limited for the use of occupiers of the premises on that particular floor and the visitors thereto but is subject to means of access for reaching other floors, available to all residents and their visitors.
2. Mechanical Car parking spaces in the upper basement/lower basement/upper stilt/ lower stilt in the free sale building.
3. Mobile Service Provider room, MTNL Room, IBS System tower.
4. Underground flushing and domestic water tank and water supply, rain water harvest system, façade cleaning system (rope way and gondola), CCTV. The Purchaser will have a proportionate undivided interest in the above, subject to the proportionate reduction therein in case additional premises are constructed in the said free sale building. All areas not covered under "common areas and facilities" including open spaces, terrace, parking spaces are restricted areas and facilities and the Promoter shall have absolute rights to dispose of the same as the Promoter may deem fit.



SLUM REHABILITATION AUTHORITY

No. SRA/ENG/2775/MW/MHL/AP

Date : 29 MAY 2020

To,
Developer
M/s. K.D. Lite Developer,
201 Sea Homes, 2nd floor,
plot no. 03, sector 36 Karave,
Plam beach road, Nerul Navi Mumbai 400 706.

Sub **Amended Plan cum Part Occupation**
Composite Bldg., for Sale wing 'A', 'B', 'C' &
Scheme on plot bearing C.S. No. 470 (pt.) of village Chembur
(W), for "N.G. Acharya Nagar CHS (Ltd.)"

Ref : Your letter dated

Sir,

With reference to the above, the amended plans for Composite Bldg. comprising of Basement + Gr. + 15th upper floors of Sale wing 'A' & 'B' and Gr. + 15th upper floors of wing 'C' & 'D' and allow permission to occupy the said Bldg comprising of Basement + Ground + 10th upper floors for wing 'A' & 'B' and Gr. + 10th upper floors for wing 'C' & 'D' (except flat no. 05 of 'C' wing on all floors) are completed under the Supervision of Mr. Rahul Kamathi Architects, License No. C. A. No. CA/2000/26183, Structural Engineer Shri. Acharya Nagar CHS (Ltd.) having Registration no. BMC. STR/W/10 and dated 29.05.2020.



3. That the conditions of IOA u/no. SRA/ENG/2775/MW/MHL/AP dtd. 07/05/2012 & amended plan dtd. 27/03/2017, 23/03/2018 & 13/03/2019 shall be complied with before asking Full OCC of Sale Wings of building under reference.

4. That the Completion Certificate of 6.00m wide internal Road from Dy.Ch Eng.(Roads) shall be submitted.

5. That you shall submit P.R.C. as required before granting full OCC to Sale wings of Composite bldg. u/ref.



6. That the Set-Back land handed over to MCGM & possession receipt shall be submitted before granting OCC Composite (Sale) Building.

7. That you shall get the plot boundaries demarcated and the compound wall shall be constructed before granting full OCC to Sale wings of Composite bldg. u/ref.

8. That you shall get D.P. Road & Set Back admeasuring 1077.50sq. m. demarcated from A. E. (Survey)/ D.P./T & C department of M.C.G.M and handed over to M.C.G.M. free of cost, free of encumbrances by changing ownership in the name of M.C.G.M. duly developed as per Municipal specification and certificate to that effect shall be obtained and submitted before asking full OCC to Sale wings of Composite bldg. u/ref.

9. That the layout recreation ground shall be duly developed before

करल-२		
E100	99E	740
२०२०		

12. Revised NOC from CFO shall be submitted before asking for full occupation of sale wing of composite bldg. u/ref.

13. That the Revised Drainage approval shall be submitted.

14. That the certificate under section 270A of BMC Act shall be obtained from A.E.W.W-F/S ward and a certificate copy of the same shall be submitted to this office.

15. That you shall comply the following conditions before starting Full OCC to building under reference.



- i) Construction of compound wall along plot boundary
- ii) E.E. (R.C.)
- iii) That carriage entrance over existing (SWD) shall be provided and compensation for same shall be paid before requesting full occupation.
- iv) That the requirements from the M.T.N.L./ Reliance Energy /concerned electric Supply Co. shall be complied.
- v) That the N.O.C. from the A.A. & C. 'M/W' Ward shall be obtained.
- vi) That extra water and sewerage charges shall be paid to A.E.W.W. ;M/W' ward of MCGM.
- vii) That the POS plot shall be demarcate and handed over to MCGM by transferring PRC in the name of MCGM
- viii) You shall handed over D.P reservation to Concern Authority&possession receipt of the same shall be submitted.

One set of part OCC is returned herewith as taken of approval.

Note: - This permission is issued without prejudice to action under section. 305,353A of BMC act.

Yours faithfully,

Executive Engineer-III
Slum Rehabilitation Authority



RUPAREL
REALTY
LIVE ICONIC

K.D.Lite Developers Pvt LTD
Ruparel Iris, 1st Floor, Plot No 273,
Senapati Bapat Marg, Matunga Road (W),
Mumbai - 400016 Tel: 24391100.

करल-२		
६१७०	११७	१५०
२०२०		

CERTIFIED TRUE COPY OF RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF K D LITE DEVELOPERS PRIVATE LIMITED HELD ON 02ND JANUARY,2019 AT 6, DATTA PRASAD BUILDING,2ND FLOOR, PLOT NO.274A,VEER SAVARKAR MARG,SHIVAJI PARK ,DADAR MUMBAI 400028 REGISTERED OFFICE OF THE COMPANY.

RESOLVED FURTHER THAT the Company hereby authorizes Mr. Amit Mahendra Ruparel, Director of the company to register or lodge for registration upon execution of any documents, letter(s), Declarations, Agreements for Sale and other papers or documents as may be required with any registering authority, Sub-registrar of Assurances at Mumbai and or governmental authority or regulatory authority competent in that behalf and file all necessary forms with the Registrar of Companies, Mumbai.

For, K.D.Lite Developers Pvt. Ltd.


Director

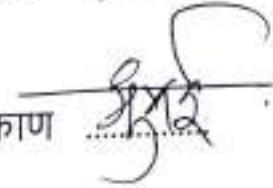


घोषणापत्र

कलम-२		
E900	99C	190
२०२०		

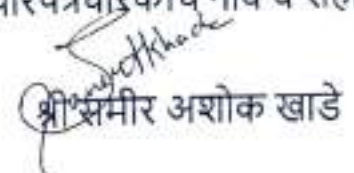
मी श्री. समीर अशोक खाडे याद्वारे घोषित करतो की, दुय्यम निबंधक कुर्ला-२.....यांचे कार्यालयात करारनामा या शीर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. के डी लाईट डेव्हलपर्स प्रा लि चे संचालक श्री. अमित महेंद्र रुपारेल यांनी दिनांक.६.१२.१९ रोजी मला दिलेल्या कुमाखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीसाठी सादर केला आहे/ निष्पादीत करुन कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रदद केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही. किंवा अन्य कोणत्याही कारणांमुळे कुलमुखत्यारपत्र रददबातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूणता : सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम, 1908 चे कलम 82 अन्वये शिक्षेस मी पात्र राहीन याची मला जाणीव आहे.

दिनांक 4/9/2020

ठिकाण 



कुलमुखत्यारपत्रधारकाचे नावं व सही


श्री समीर अशोक खाडे

3191578

Wednesday, February 06, 2019

12:07 PM

पावली

करल-२		
E100	999	950
2020		

Original/Duplicate

दस्तावेज क्र. 199

Regn. 39M

पावली क्र. 1730 दिनांक: 06/02/2019

पावलीचा नाव: माहिप

दस्तावेजाचा क्रमांक: 3191578-2019

दस्तावेजाचा प्रकार: कुलपुत्रपुत्रपुत्र

माध्यम: कलमान्वाचे नाव के डी लाईट टेक्नोलॉजी प्रॉपर्टी लिमिटेड से संचालित श्री. अमित पंडेड कंपनी

रोटरी वी

₹. 100.00

दस्त हस्ताक्षरी वी

₹. 360.00

पुढाची सख्या: 18

एकूण:

₹. 460.00

आपणान घुट हसल, कबनेत शि. मुली-२ अल-२

12:27 PM द्या वेलेस विवेल

सा. दुप्या विवेल, मुली-२

बाजार शुल्क: ₹. 1/-

पोसदला ₹. 1/-

भरलेले घुडाक शुल्क: ₹. 500/-

1) दस्तावेज प्रकार: eChallan रकम: ₹. 100/-

दंडी/घडनेत/वे जीडी क्रमांक: MH011569100201819P दिनांक: 06/02/2019

दंडीचे मात व पाल:

2) दस्तावेज प्रकार: By Cash रकम: ₹. 360/-

स. दुप्या विवेल

स. दुप्या विवेल



CHALLAN
MTR Form Number-8

करल-२		
E900	920	9
2020		

GRN: MH011509100221619P	BARCODE: [Barcode]	Date: 06/02/2019 10:11:39	Form ID: 4801
Department: Inspector General Of Registration	Payer Details		
Type of Payment: Stamp Duty	TAX ID (If Any)		
Office Name: BOM2_UT SUB REGISTRAR MUMBAI CITY 2	PAN No. (If Applicable): AAECK90L3N		
Location: MUMBAI	Full Name: K D LITE DEVELOPERS PVT LTD		
Year: 2018-2019 One Time	Flat/Block No.:	CTS NO. 470 PART , ADMEASURING AREA	
	Premises/Building:	6784.30 SQ MTS.	
Account Head Details		Road/Street: VILLAGE CHEMBUR, NEAR SWASTIK PARK,	
0030045501 Stamp Duty	Amount in Rs. 500.00	Area/Locality: MUMBAI	
0030063301 Registration Fee	Amount in Rs. 100.00	Town/City/District:	
		Pin:	400071
		Remarks (If Any):	
		PAN2=ABQP47630N--SecondParty	
Total	Amount in Words: Six Hundred Rupees Only		
	500.00		
Payment Details: STATE BANK OF INDIA	FOR USE IN RECEIVING BANK		
Cheque/DD Details	Bank CIN:	Ref No.:	10000502019020600092 6104797533916
Cheque/DD No.:	Bank Date:	RSI Date:	06/02/2019-10:12:35 Not Verified with RSI
Name of Bank:	Bank Branch:	STATE BANK OF INDIA	
Name of Branch:	Scroll No. , Date:	Not Verified with Scroll	



POWER OF ATTORNEY

करल-२		
६९७०	१२२	१५०
२०२०		

TO ALL TO WHOM THESE PRESENTS SHALL COME, I, AMIT MAHENDRA RUPAREL, the Director of K. D. Lite Developers Pvt. Ltd., a Company registered under the provisions of the Companies Act 1956, (formerly known as M/s. K.D. Lite Developers) having its administrative office at 1st Floor, Iris Bldg., Plot No. 273, Senapati Bapat Marg, Matunga Road (West), Mumbai 400016 (hereinafter referred to as the "said Company") SEND GREETINGS :-

WHEREAS:

- (i) K. D. Lite Developers Pvt. Ltd. is well and sufficiently entitled develop immovable property bearing CTS No. 470(part) admeasuring 6784.30 sq.mtrs. together with structures thereon of Village Chembur in Mumbai Suburban District, lying being and situate at Off Eastern Express Highway, Park, Mumbai 400 071, being the property more particularly described in the SCHEDULE hereunder written (hereinafter referred to as "the said Property").
- (ii) The said property is occupied by various occupants/tenants/ sub-tenants.
- (iii) The Company is desirous of developing the said property and for that purpose it has become necessary for them to have the Occupants/Tenants of the said property vacated.
- (iv) For the purposes aforesaid the Company has approached the Occupants/Tenants and has represented to the Occupants/Tenants that they desire to redevelop the said property and construct new building/s thereon and the Company has agreed to provide the Occupants/Tenants an alternative permanent accommodation free of cost, in the new building to be constructed by the Company on the said Property.
- (v) In the ordinary course of business we the Developers enter into various kinds of Agreements, Declarations, including but not limited to Permanent Alternate Accommodation Agreement, Sale Deeds, Leave and License Agreement, Agreement to Sale, Deed of Rectification and/or Deed of Confirmation, Affidavits, Indemnities, Undertakings, etc., with various parties some of which requires registration under the Registration Act 1908.
- (vi) Due to the preoccupation of the Directors, of the said Company/Developers i.e. Mr. Amit Mahendra Ruparel, they are unable to go to the Registration and Stamp Office for the aforesaid agreements and further follow up with the statutory authorities for Registration of the various Agreements, Declarations as mentioned above and for complying with the other procedural formalities



2020

Encl 123 2020

...and things on behalf of the company as he may deem
by the Directors of the Company and requiring registration.

NOW KNOW YE ALL MEN AND THESE PRESENTS WITNESSETH THAT I,
AMIT MAHENDRA RUPAREL, the Director of K. D. Lite Developers Pvt. Ltd., do
hereby nominate, constitute and appoint (1) MR. SAMEER A. KHADE and (2) MR.
DEEPAK A. CHIKHALE, as true and lawful Attorney (hereinafter referred to as "the
said Attorney") to act for the Company, on behalf of the Company and in the
name of the Company and to do jointly and or severally all or any of the following acts
deeds, matters and things and to exercise all or any of the Powers hereby conferred
that is to say :



To pay the necessary stamp duty on the agreements to be executed by the
Company/Developer at the applicable rate and to obtain valid receipt for the
discharge of the said payments on our behalf.



To pay the necessary registration fees in respect of the said Agreement,
Declarations executed by the Company/Developer.

To appear before the Sub Registrar of Assurances for Tal. Kuria at Chembur,
Vikhroli or Mulund or any places for the said Taluka, to present the
Agreements, Declarations i.e. Permanent Alternate Accommodation
Agreement, Sale Deeds, Leave and License Agreement, Agreement to Sale,
Deed of Rectification and/or Deed of Confirmation, Affidavits, Indemnities,
Undertakings, etc., executed by the Company in the name of the Company
and on Company's behalf and requiring registration and to receive back the
same after registration and to perform all such acts, deeds, and things which
our said Attorney shall deem fit, necessary and expedient for the aforesaid
purpose.

4. This Power of Attorney is given without receiving any consideration and is
limited for admitting execution only.

AND THE SAID COMPANY DO HEREBY for its successors and all persons
claiming by, through or under the said Company agree to allow ratify and confirm all
whatsoever our said Attorney shall legally do or cause to be done in or about or
concerning the matters and things mentioned hereinabove.

AND I DO HEREBY UNDERTAKE TO RATIFY whatever the said Attorney
may lawfully do or cause to be done in and by virtue of these presents.
9465 8 96
2028

AmR
D.A. Chikhalde
2

IN WITNESS WHEREOF I have set my hands to these presents on this 01st day of February, 2019.

करल-२		
६९८०	१२४	१५०
२०२०		

THE SCHEDULE HEREINABOVE REFERRED TO:
(Description of "the said Property")

ALL THAT piece and parcel of land bearing bearing CTS No. 470 (part) admeasuring 8784.30 sq.mtrs. together with structures thereon of Village Chembur in Mumbai Suburban District, lying being and situate at Off Eastern Express Road, Near Swastik Park, Mumbai 400 071,

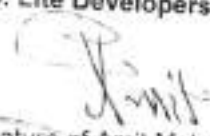
SIGNED AND DELIVERED

By the withinnamed

MR. AMIT MAHENDRA RUPAREL

the Director/Authorised Signatory of

K. D. Life Developers Pvt. Ltd.


Signature of Amit Mahendra Ruparel



in the presence of

1. 

2.

WE HEREBY ACCEPT


By the withinnamed

(1) MR. SAMEER A. KHADE

Signature of Mr. Sameer A. Khade



(2) MR. DEEPAK A. CHIKHALE


Signature of Mr. Deepak A. Chikhale



in the presence of

1. 

2.

९४८६३५०८

करल-२		
एगुड	१२५	१५०
२०२०		



१५५८	९	२८
२०२०		

करल-२

ए१५०	१२६	१५०
२०२०		



म.प्र. न्या. अधिनियम १९५०
 म.प्र. न्या. अधिनियम १९५०
 म.प्र. न्या. अधिनियम १९५०
 म.प्र. न्या. अधिनियम १९५०
 म.प्र. न्या. अधिनियम १९५०

म.प्र. न्या. अधिनियम १९५०
 म.प्र. न्या. अधिनियम १९५०
 म.प्र. न्या. अधिनियम १९५०
 म.प्र. न्या. अधिनियम १९५०
 म.प्र. न्या. अधिनियम १९५०

म.प्र. न्या. अधिनियम १९५०
 म.प्र. न्या. अधिनियम १९५०
 म.प्र. न्या. अधिनियम १९५०
 म.प्र. न्या. अधिनियम १९५०

म.प्र. न्या. अधिनियम १९५०
 म.प्र. न्या. अधिनियम १९५०
 म.प्र. न्या. अधिनियम १९५०
 म.प्र. न्या. अधिनियम १९५०

म.प्र. न्या. अधिनियम १९५०
 म.प्र. न्या. अधिनियम १९५०
 म.प्र. न्या. अधिनियम १९५०
 म.प्र. न्या. अधिनियम १९५०

करल-२

१५५० ५/१०



करल-२		
ए१७०	२२७	१५०
२०२०		



Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT

FORM 'C'

[See rule 6(a)]

करल-२		
६९७०	१२८	१५०
२०२०		

This registration is granted under section 5 of the Act to the following project. Project registration number
P51800004525

Project: **Ruparel Orion** Plot Bearing / G.T.S. / Survey / Final Plot No. CTS No. 470st Kuria, Kuria, Mumbai Suburban, 400071

1. K D Lite Developers Pvt Ltd having its registered office / principal place of business at Tenzli Ward GNorth District: **Mumbai City**, Pin: 400016

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

The promoter shall enter into an agreement for sale with the allottees.

The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra (Regulation and Development) (Registration of Real Estate Projects) Registration of Real Estate Projects (Interest and Dispositions on Withdrawal) Rules, 2017.

The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account 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 (ii) of sub-section (2) of section 4 read with Rule 5 OR

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

The Registration shall be valid for a period commencing from 09/08/2017 and ending with 31/12/2019 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.

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

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

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

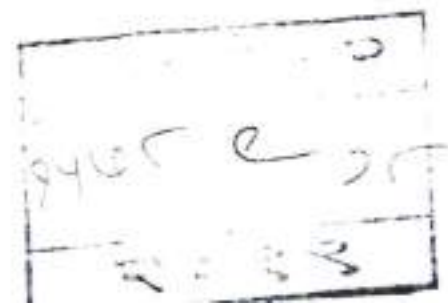


Signature valid:
Digitally Signed by:
Dr. Vasanti Premchand Prabhu
(Secretary, MahaRERA)
Date 8/9/2017 2:38:31 PM

Dated: 09/08/2017

Place: Mumbai

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



K.D. Lite Developers Pvt. Ltd.

Ruparel Iris, 1st Floor, Final Plot No. 273,
Senapati Bapat Marg, Matunga Road (W),
Mumbai - 400016 Tel: 24391100



RUPAREL
REALTY

करल-२

६१७० १३० १५०

२०२०

CERTIFIED TRUE COPY OF RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF KD LITE DEVELOPERS PRIVATE LIMITED HELD ON 21st SEPTEMBER, 2018 AT RUPAREL IRIS, 1st FLOOR, FINAL PLOT NO. 273, SENAPATI BAPAT MARG, MATUNGA ROAD (WEST), MUMBAI-400016 ADMINISTRATIVE OFFICE OF THE COMPANY.

RESOLVED THAT the Company hereby authorizes Mr. Amit M. Ruparel, Director of the company to register or lodge for registration upon execution of any documents, letters, Declarations, Agreements for Sale, Power of Attorney and other papers or any other documents, deeds as may be required with any registering authority, Sub-registrar of Assurances at Mumbai and or governmental authority or regulatory authority competent in that behalf and file all necessary forms with the Registrar of Companies, Mumbai.

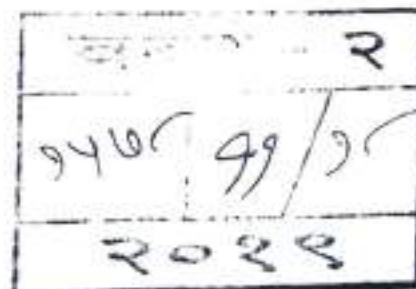
For K. D. Lite Developers Pvt. Ltd.
For K. D. LITE DEVELOPERS PVT. LTD.

Director

DIRECTOR

Date: 24.09.2018

Place: Mumbai



RUPAREL REALTY

Corporate Office: Ruparel Iris, Level 14, Next to Agmark Laboratory, Senapati Bapat Marg,
Matunga Road (West), Mumbai - 400016
Tel. No. 022 2439 1100 • Email: info@ruparel.in • Website: www.ruparel.in

आयकर विभाग
INCOME TAX DEPARTMENT
K D LITE DEVELOPERS PRIVATE
LIMITED

भारत सरकार
GOVT. OF INDIA

02/08/2012

AAECK0069N

करल-२		
E906	939	950
२०२०		



PERMANENT ACCOUNT NUMBER
AAOPR03802
ANET MAHENDRA RUPAREL
MAHENDRA KARSANDAS RUPAREL

20/02/2024

Int



For Mahendra

२
९५०८ ९२०८
२०२२

MAHARASHTRA STATE MOTOR VEHICLE LICENCE

DL NO. MH02 28108603194 DOB: 08-03-2010
VNO: 26-12-2024 (HT) 08-02-2013 (TR)

AUTHORISATION TO DRIVE FOLLOWING CLASS OF VEHICLES THROUGHOUT INDIA

COV DOB
LMV-TR 08-02-2010
MCWA 08-02-2010

DOB: 27-12-1974 BG

NAME: JAYVANT GHOLAP
N/CO: TANAJI BASAC GHOLAP
4107 POK, OM JAI SIVHINAYAK CHS, SHREYAS CLY,
BANDRA WEST, GOREGAON (E) MUMBAI 400059

PNV
Signature & ID of Issuing Authority: MH02 2018147

D. A. Chikhol

SP

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

JAGDISH RAGHUNATH SAWANT

RAGHUNATH GANGARAM SAWANT

21/09/1964

Permanent Account Number
AHAPS1317D

Signature



08/09/2017

करल-२		
E9100	932	940
२०२०		



भारत सरकार

भारत सरकार

जोडविण्याचा क्रमांक / Enrolment No. 12072173301224

श्री.
जगदीश रघुनाथ सावंत
Jagdish Raghunath Sawant
C/O. Raghunath Sawant
40401, Shreehari Apartment
T. N. Chavhan Road
Bhamburda (Mumbai) District
Mumbai
Hansa Khindoo Mahadevi
Mahadevi Road, 404011
T. N. Chavhan Road

Phone: 2511242/2511242/2511242



12072173301224



आपला क्रमांक / Your No.

7257 4647 6824

- सामान्य माणसाचा अधिकार



भारत सरकार
Government of India



जगदीश रघुनाथ सावंत
Jagdish Raghunath Sawant
C/O. Raghunath Sawant
40401, Shreehari Apartment
T. N. Chavhan Road
Bhamburda (Mumbai) District
Mumbai



7257 4647 6824

- सामान्य माणसाचा अधिकार



करल-२	
१५०९३	१५
२०२०	

CHALLAN
MTR Form Number-2

Ε901	138	140
2020		

GRN	MH0115691002019156P	BARCODE			Date	06/02/2019-10:11:58	Form ID	45/T
Department	Inspector General Of Registration				Payer Details			
Type of Payment	Stamp Duty Registration Fee	TAX ID (If Any)						
		PAN No. (If Applicable)	AAECK9069N					
Office Name	BOM2_JT SUB REGISTRA MUMBAI CITY 2		Full Name	K D LITE DEVELOPERS PVT LTD				
Location	MUMBAI							
Year	2018-2019 One Time		Flat/Block No.	QTS NO. 470 PART ACMEASURING ARE				
			Premises/Building	6784 30 SQ MTS				

Account Head Details		Amount In Rs.
0030045501 Stamp Duty	500 00	Road/Street
0030063301 Registration Fee	100 00	Area/Locality
		Town/City/District
		PIN
		Remarks (If Any)
		PAN2=ASQPK7630N-SecondPartyName
Total	600 00	Words Six Hundred Rupees Only

Payment Details		STATE BANK OF INDIA		FOR USE IN RECEIVING BANK	
Cheque/DD Details		Bank CIN	Ref No	10000502019020600092	6104797533916
Cheque/DD No		Bank Date	RBI Date	06/02/2019-10:12:35	Not Verified with RBI
Name of Bank		Bank-Branch		STATE BANK OF INDIA	
Name of Branch		Scroll No		Date	Not Verified with Scroll

Mobile No 9769710007

Customer office only. Not valid for unregistered document.

Department ID
NOTE - This challan is valid for document to be registered in Sub Registrar Office only.
एनटी - यह चालान केवल दस्तावेज के पंजीकरण के लिए उपरि सूचीकृत कार्यालयों में ही मान्य रहेगा।

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(IS)-319-1578	0006449055201819	06/02/2019-12 07-11	IGR183	100.00

GRN : MH011569100201819P		Amount : 600.00	Bank : STATE BANK OF INDIA	Date : 06/02/2019-10:11:59	
2	(IS)-319-1578	0006449055201819	06/02/2019-12:07:11	IGR183	500.00
Total Defacement Amount					600.00

करल-२

१७० १३५ १५०

०२०



D.A. Chikindas



06/02/2019 12:09:24 PM

दस्ता क्रमांक: बबड/2/1578/2019

दस्ताचा प्रकार: कुलमुखत्यारपत्र

दस्ता गोपवारा भाग-2

बबड/2

दस्ता क्रमांक: 1578/2019

करल-2

E9UD 93U 950

2020

आयाचित्र

अंगड्याचा ठसा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

- 1 नाव: के. डी. लाईट डेव्हलपर्स प्रायव्हेट लिमिटेड व
संचालक: श्री. अमित महेंद्र रुपारेल
पत्ता: प्लॉट नं. 273, पहिला मजला, रुपारेल
आयरिश, माटुंगा रोड पश्चिम, मुंबई, सेनापती
बापट मार्ग, काथवाड बाजार,
MAHARASHTRA, MUMBAI, Non-
Government.
पिन नंबर: AAIECK9069N

कुलमुखत्यार

देणार

वय: 44

स्वाक्षरी:



- 2 नाव: समीर अशोक खाडे
पत्ता: प्लॉट नं. प्लॉट नं. 273, माळ नं. पहिला
मजला, इमारतीचे नाव: रुपारेल आयरिश, ब्लॉक
नं. माटुंगा रोड पश्चिम, मुंबई, रोड नं. सेनापती
बापट मार्ग, महाराष्ट्र, MUMBAI.
पिन नंबर: ASQPK7630N

पॉवर ऑफ

अटॉर्नी होल्डर

वय: 37

स्वाक्षरी:



- 3 नाव: दीपक ए चिखले
पत्ता: प्लॉट नं. प्लॉट नं. 273, माळ नं. पहिला
मजला, इमारतीचे नाव: रुपारेल आयरिश, ब्लॉक
नं. माटुंगा रोड पश्चिम, मुंबई, रोड नं. सेनापती
बापट मार्ग, महाराष्ट्र, MUMBAI.
पिन नंबर: AHIPC7449J

पॉवर ऑफ

अटॉर्नी होल्डर

वय: 31

स्वाक्षरी:



वरील दस्तऐवज करून देणार तथाकथीत कुलमुखत्यारपत्र या दस्तऐवज करून दिल्याचे कबुल करतात.
शिकका क्र.3 ची वेळ: 06 / 02 / 2019 12 : 08 : 08 PM

ओळख:-

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

अनु क्र. पक्षकाराचे नाव व पत्ता

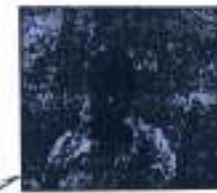
आयाचित्र

अंगड्याचा ठसा

- 1 नाव: जयवंत तानाजी धोलप
वय: 43
पत्ता: 705 ओम जय सिद्धीविनायक सोसायटी, श्रेयस
कॉलनी, गोरगाव पूर्व, मुंबई
पिन कोड: 400063
- 2 नाव: जगदीश रुपुनाथ सावंत
वय: 54
पत्ता: 4404 शीतल अपार्टमेंट एल बी लासकी मंडी
पश्चिम मुंबई
पिन कोड: 400070

स्वाक्षरी

स्वाक्षरी



प्रमाणित करतो की

दस्तामध्ये गुप्तता आहे. 95 पाते आहेत

पुस्तक क्र. 1 नं. 1578/2019 95/2/2019

नांदला. 6 FEB 2019

शिकका क्र. 4 ची वेळ: 06 / 02 / 2019 12 : 09 : 13 PM

शिकका क्र. 5 ची वेळ: 06 / 02 / 2019 12 : 09 : 20 PM नोंदणी

पुस्तक 4 मध्ये

सह दुय्यम निबंधक, मुंबई-2

सह दुय्यम निबंधक, मुंबई शहर-2

EPayment Details.

Sr. Epayment Number
1 MH011569100201819P

Defacement Number
0006449055201819

1578 /2019

Know Your Rights as Registrants

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

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

करल-२

१५०० १३८ १५००

१०२०

करल - २		
१५००	१८	१८



SELLER



Amr

Sameer Khade

PURCHASER

करल-२

E100 931 1950



भारत सरकार
GOVERNMENT OF INDIA

रमेश साबरना नाईक
Ramish Sabarna Naik
जन्म वर्ष / Year of Birth : 1968
पुरुष / Male

3888 2667 1928

सामान्य माणसाचा अधिकार

₹ 900 980
2020

भारत सरकार
GOVERNMENT OF INDIA

कृष्णा सूर्यकांत माणगांवकर
Krishnaa Suryakant Mangaonkar
जन्म वर्ष / Year of Birth : 1990
पुरुष / Male

6107 3275 1406

आधार - आम आदमी का अधिकार

1



करल-२		
E9UD	982	9UD
२०२०		



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

नादविषयाचा क्रमांक / Enrollment No 119U 67897/03420

To
 जसप्रीत सिंह सैनी
 Jaspreet Singh Saini
 S/O Harinder Singh Saini
 48/304 SEAWOODS ESTATES NRI COMPLEX PHASE 2
 NEAR O.P.S. SCHOOL SECTOR 54/5A/14 NERUL 400706
 NAVI MUMBAI
 Thane
 Maharashtra 400615
 9802642222

Ref: 27 / 26D / 52326 / 53865 - P



UE3E49684587N



आपला आधार क्रमांक / Your Aadhaar No.

6906 9595 7809

आधार — सामान्य माणसाचा अधिकार



भारत सरकार
GOVERNMENT OF INDIA



जसप्रीत सिंह सैनी
 Jaspreet Singh Saini
 जन्म वर्ष / Year of Birth 1994
 पुरुष / Male



6906 9595 7809

आधार — सामान्य माणसाचा अधिकार

Jhigle



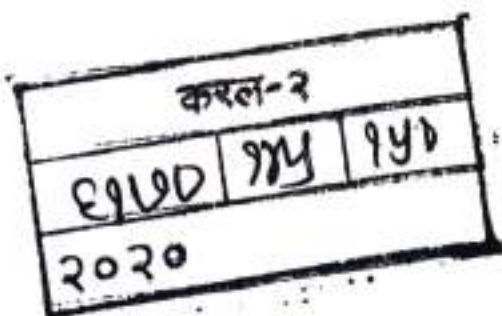
Department ID : _____ Mobile No. : 9004375555
NOTE - This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

GRN : MH003963871202021P Amount : 4,37,000.00

Bank : STATE BANK OF INDIA

Date : 03/09/2020-18:49:43

2	(SI)-370-6170	0001773735202021	04/09/2020-14:36:04	IGR198	437000.00
Total Defacement Amount					4,37,000.00





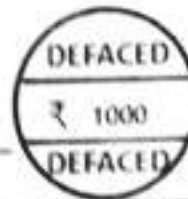
Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN 04/09/2020/2471

Receipt Date 04/09/2020

Received from N D Lite Developers Pvt Ltd, Mobile number 0000000000, an amount of Rs. 1000/- towards Document Handling Charges for the Document to be registered on Document No. 6170 dated 04/09/2020 at the Sub Registrar office Joint S R Kurla 2 of the District Mumbai Sub-urban District.



Payment Details

Bank Name SBI(MY)

Payment Date 04/09/2020

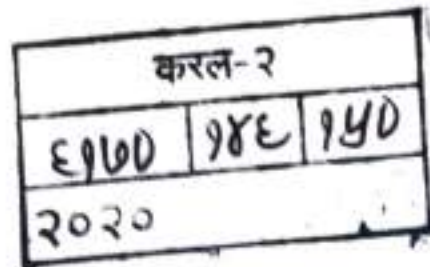
Bank CIN 10004152020090402264

REF No 202024850118604

Deface No 04/09/2020/2471D

Deface Date 04/09/2020

This is computer generated receipt, hence no signature is required





Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN 0409202002429

Receipt Date 04/09/2020

Received from K D Lite Developers Pvt Ltd, Mobile number 0000000000, an amount of Rs 2000/-, towards Document Handling Charges for the Document to be registered on Document No. 6170 dated 04/09/2020 at the Sub Registrar office Joint S R. Kuria 2 of the District Mumbai Sub-urban District.

DEFACED

₹ 2000

DEFACED

Payment Details

Bank Name sbiepay

Payment Date 04/09/2020

Bank CIN 10004152020090402224

REF No. 202024850166919

Deface No 0409202002429D

Deface Date 04/09/2020

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

करल-२

E9UD 98C 98D

२०२०

570 6170

शुक्रवार, 04 सप्टेंबर 2020 2:36

म. न.

दस्त गोश्वारा भाग-1

करल-2

दस्त क्रमांक 6170 2020

दस्त क्रमांक करल-2 6170 2020

बाजार मूल्य रु. 1,28,26,137 - मोबदला रु. 2,03,50,000 -

भरलेले मुद्रांक शुल्क रु. 4,07,000/-

दु नि सह दु नि करल-2 याचे कार्यालयात

अ. क्र. 6170 वर दि. 04-09-2020

रोजी 234 म नं. वा. हजर केला.

पावती 6612

पावती दिनांक 04-09-2020

सादरकरणाचे नाव: चरणजीत कौर सेनी

नॉदणी फी रु. 30000.00

दस्त हाताळणी फी रु. 3000.00

पृष्ठांची संख्या 150

दस्त हजर करणाऱ्याची सही.

एकुण 33000.00

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

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

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

शिक्का क्र. 1 04-09-2020 02:34:00 PM ची वेळ (सादरीकरण)

शिक्का क्र. 2 04-09-2020 02:36:02 PM ची वेळ (फी)

करल-2

E960 188 150

2020

प्रतिज्ञापत्र

“सदर दस्तावेज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरदुतीनुसार संपूर्ण मजकूर, निष्पादक आणि “दस्तावेज” निष्पादक व कबुलात दस्तावेज हस्तांतरण परिपत्रक लिहून देणारे

१)

२)

३)

१)

२)

३)





04/09/2020 2:41:15 PM

दस्तावेज भाग-2

करल-2

दस्तावेज क्रमांक: 6170/2020

दस्तावेज क्रमांक - करल-2/6170/2020

दस्तावेज प्रकार - करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

- 1 नाव: के डी लाईट टेक्नॉलॉजी प्रा. लि. लॉक संचालक अमित महेंद्र
रुपारेल यावज कतीने कुमु म्हणून समीर अलोक खाडे
पत्ता: प्लॉट नं: -, भाळा नं: 1 ला मजला, इमारतीचे नाव: प्लॉट नं 273 स्वाक्षरी:
रुपारेल अधिराज, ब्लॉक नं: विंग कारार जवळ, रोड नं: सेनापती बापट
मार्ग, महाराष्ट्र, मुंबई
पिन नंबर: AAEC9069N

पक्षकाराचा प्रकार

लिहून देणार

वय: -39

छायाचित्र

अंगठ्याचा ठसा



- 2 नाव: चरणजीत कौर सेनी
पत्ता: प्लॉट नं: 48/304, भाळा नं: -, इमारतीचे नाव: सीपुदस,
एन.आर.आय कॉम्प्लेक्स, ब्लॉक नं: नेरुळ नवी मुंबई, रोड नं: फेज -
2, डिपीएस स्कूलजवळ, सेक्टर 54, महाराष्ट्र, ठाणे.
पिन नंबर: JQTPS9755J

लिहून देणार

वय: -21

स्वाक्षरी:



वरील दस्तावेज करून देणार तपासणीत करारनामा चा दस्तऐवज करून दिल्याचे कबुत करताना,
शिफा क्र.3 ची वेळ: 04 / 09 / 2020 02 : 37 : 25 PM

ओळख:-

खालील इशम असे निवेदीत करतात की ते दस्तावेज करून देणा-यांना जवळीस ओळखतात, व त्यांची ओळख पटविताना

अनु क्र. पक्षकाराचे नाव व पत्ता

- 1 नाव: कुब्जा सूर्यकांत भावगावकर
वय: 29
पत्ता: पहिला मजला, रुपारेल अधिराज, माटुंग रोड पश्चिम, सेनापती बापट मार्ग
पिन कोड: 400016

स्वाक्षरी

छायाचित्र

अंगठ्याचा ठसा



- 2 नाव: जसप्रीत सिंह सेनी
वय: 26
पत्ता: 48/304, एन.आर.आय कॉम्प्लेक्स, नेरुळ नवी मुंबई
पिन कोड: 400706

स्वाक्षरी



शिफा क्र.4 ची वेळ: 04 / 09 / 2020 02 : 41 : 11 PM

सह वृत्तम निबंधक कुर्ला-2

मुंबई उपनगर जिल्हा

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Face Number	Deface Date
1	CHARANJIT KAUR	eChallan	10000502020090301778	MH003963871202021P	407000.00	SD	0001773735202021
2		DHC		0409202002471	1000	RF	0409202002471D
3		DHC		0409202002429	2000	RF	0409202002429D
4	CHARANJIT KAUR	eChallan		MH003963871202021P	30000	RF	0001773735202021

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

6170/2020

Know Your Rights as Registrants

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

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



प्रमाणित करण्यात येते की या दस्तावेज
एकूण 4 पानां (4 pages) वर सादर
करल-2/ E9100 / 2020
पुस्तक क्रमांक 9, क्रमांकावर
नोंदला
दिनांक: 08/09/2020

सह वृत्तम निबंधक कुर्ला-2
मुंबई उपनगर जिल्हा.

.....
DATED THIS ____ DAY OF ____ 2020
.....

BETWEEN

K.D. LITE DEVELOPERS PVT. LTD.
PROMOTER

AND

Ms. Charanjit Kaur Saini
..... FLAT PURCHASER

AGREEMENT FOR SALE

OF UNIT / FLAT / PREMISES BEARING NO 601 ON 6th
FLOOR IN WING "C", IN RUPAREL ORION
.....