

378/19002
Thursday, December 29, 2022
1:12 PM

पावती

Original/Duplicate
नोंदणी क्र.: 39म
Regn.: 39M

पावती क्र.: 20576 दिनांक: 29/12/2022

गावाचे नाव: बांद्रा
दस्तावेजाचा अनुक्रमांक: वदर9-19002-2022
दस्तावेजाचा प्रकार : करारनामा
सादर करणाऱ्याचे नाव: पार्थ कौशिक मेहता तर्फे मुखत्यार पद्माकर गावडे -
नोंदणी फी
दस्त हाताळणी फी
पृष्ठांची संख्या: 135

रु. 30000.00
रु. 2700.00

एकूण: रु. 32700.00

आपणास मूळ दस्त, बॅननेल प्रिंट, सूची-२ अंदाजे
1:24 PM ह्या वेळेस मिळेल.

बाजार मूल्य: रु. 50940618.44 /-
मोबदला रु. 54600000/-
मरलेले मुद्रांक शुल्क : रु. 3276000/-

- 1) देयकाचा प्रकार: DHC रकम: रु. 700/-
डीडी/धनोदेशाऐ ऑर्डर क्रमांक: 2912202205134 दिनांक: 29/12/2022
बँकेचे नाव व पत्ता:
- 2) देयकाचा प्रकार: DHC रकम: रु. 2000/-
डीडी/धनोदेशाऐ ऑर्डर क्रमांक: 2912202205063 दिनांक: 29/12/2022
बँकेचे नाव व पत्ता:
- 3) देयकाचा प्रकार: eChallan रकम: रु. 30000/-
डीडी/धनोदेशाऐ ऑर्डर क्रमांक: MH012916048202223E दिनांक: 29/12/2022
बँकेचे नाव व पत्ता:

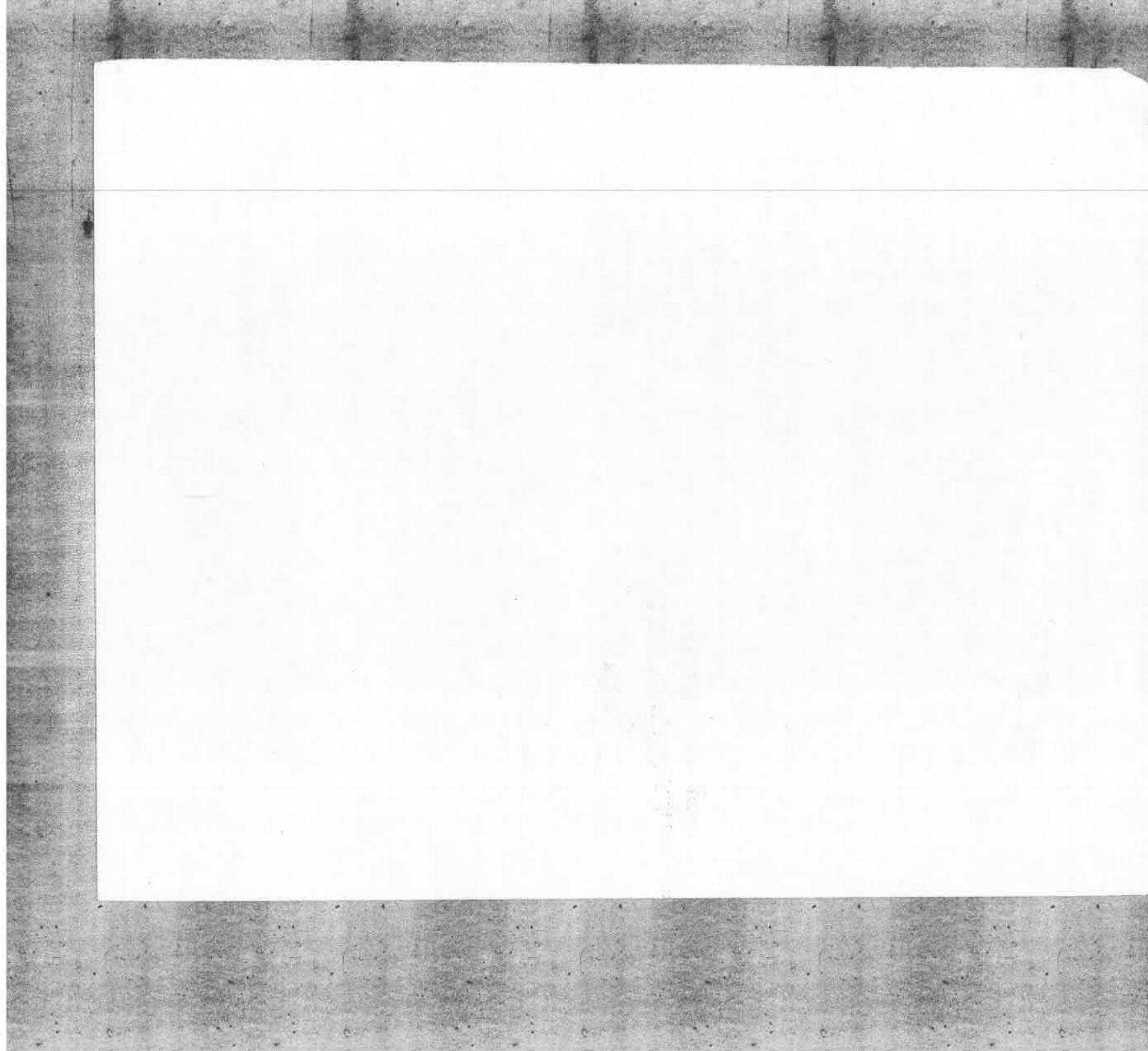

सह. दु. नि. अंघेरी-3
सह. दुय्यम निव्वयक, अतिरी क्र. ३,
मुंबई उपनगर जिल्हा.

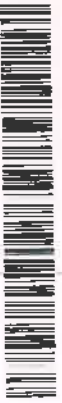


REGISTERED ORIGINAL DOCUMENT
DELIVERED ON. 29 DEC 2022

10Zg4yXhcn

12/29/2022





29/12/2022

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. अंधेरी 3

दस्त क्रमांक : 19002/2022

नोदणी :

Regn:63m

गवाचे नाव : बांद्रा

(1)विलेखाचा प्रकार	करारनामा
(2)मोबदला	54600000
(3) बाजारभाव(मोडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	50940618.44
(4) मू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)	
(5) क्षेत्रफळ	1) 139.53 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-मेसर्स जय माता दि डेव्हलपर्स चे ऑथोराईड सिमेटरी रोहित नंदू - वय:-46; पत्ता:-प्लॉट नं. 702, माळा नं. 7 वा मजला, इमारतीचे नाव: साई दर्शन सीएचएसएल, प्लॉक नं: प्लॉट नं.96,एस.व्ही रोड, रोड नं: बार पश्चिम,मुंबई, महाराष्ट्र, मुम्बई. पिन कोड:-400052 पॅन नं:-AAEFJ8153B
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-पार्थ कौशिक मेहता तर्फे सुखत्यार पद्माकर गावडे - वय:-42; पत्ता:-प्लॉट नं: 1001, माळा नं: -, इमारतीचे नाव: आनंद व्हिला, प्लॉक नं: लिंकिंग रोड, रोड नं: सांताक्रूझ पश्चिम,मुंबई, महाराष्ट्र, मुम्बई. पिन कोड:-400052 पॅन नं:-AJOPM9248H
(9) दस्तऐवज करून दिल्याचा दिनांक	29/12/2022
(10)दस्त नोंदणी केल्याचा दिनांक	29/12/2022
(11)अनुक्रमांक,डॅड व पृष्ठ	19002/2022
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	3276000
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	



मुल्यांकनासाठी विचारात घेतलेला तपशील:-

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



(Signature)
सह. दुय्यम निबंधक, अंधेरी क्र. ३,
मुंबई उपनगर जिल्हा

Payment Details

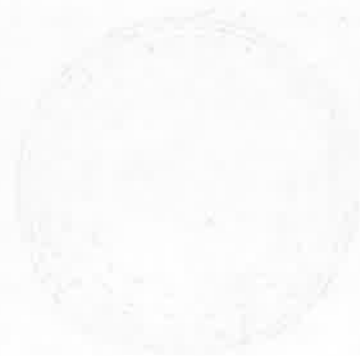
sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	Parth Kaushik Mehta	eChallan	69103332022122913116	MH012916048202223E	3276000.00	SD	0006397734202223	29/12/2022
2		DHC		2912202205134	700	RF	2912202205134D	29/12/2022
3		DHC		2912202205063	2000	RF	2912202205063D	29/12/2022
4	Parth Kaushik Mehta	eChallan		MH012916048202223E	30000	RF	0006397734202223	29/12/2022

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

Home Print



बदर-९	१००२९१३५	२०२२
पुस्तक क्र. १		





CHALLAN
MTR Form Number-6

GRN	MH012916048202223E	BARCODE	Date 29/12/2022-11:39:37		Form ID	25.2
Department	Inspector General Of Registration		Payer Details			
Type of Payment	Stamp Duty Registration Fee		TAX ID / TAN (If Any)			
Office Name	BDR4_JT SUB REGISTRAR ANDHERI 2		PAN No.(If Applicable)			
Location	MUMBAI		Full Name	Parth Kaushik Mehta		
Year	2022-2023 One Time		Flat/Block No.	FLAT NO 1104, NIVAN		
Account Head Details	Amount In Rs.		Premises/Building			
0030045501 Stamp Duty	3276000.00		Road/Street	CTS No. E/751, Village Khar.Khar West		
0030063301 Registration Fee	30000.00		Area/Locality	Mumbai		
			Town/City/District			
			PIN	4	0	0
			Remarks (If Any)	5	2	
SecondPartyName=MS JAI MATA DI DEVELOPERS~						
Amount In		Thirty Three Lakh Six Thousand Rupees Only				
Words		33,06,000.00				
FOR USE IN RECEIVING BANK						
Payment Details		IDBI BANK				
Cheque-DD Details		Bank CIN	Ref. No.	69103332022122913116 2784711756		
Cheque/DD No.		Bank Date	RBI Date	29/12/2022-11:41:25 Not Verified with RBI		
Name of Bank		Bank-Branch		IDBI BANK		
Name of Branch		Scd 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. याचर चालन केवल दस्तावेज को रजिस्ट्रार कार्यालय में ही दर्ज किया जा सकता है। नॉट वैलिड फॉर अनरजिस्टर्ड डॉक्यूमेंट।						
Challan Defaced Details						
Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount	
1	(IS)-378-19002	0006397734202223	29/12/2022-13:08:46	IGR188	30000.00	
2	(IS)-378-19002	0006397734202223	29/12/2022-13:08:46	IGR188	3276000.00	
Total Defacement Amount				33,06,000.00		



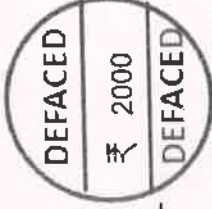


Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	2912202205063	Receipt Date	29/12/2022
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Received from DHC, Mobile number 00000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 19002 dated 29/12/2022 at the Sub Registrar office Joint S.R. Andheri 3 of the District Mumbai Sub-urban District.



Payment Details

Bank Name	IBKL	Payment Date	29/12/2022
Bank CIN	10004152099122904590	REF No.	2807416068
Deface No	2912202205063D	Deface Date	29/12/2022

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



बदर-९		
पुस्तक क्र. १	१००२	३९५
२०२२		





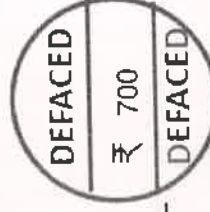
Document Handling
Inspector General of Registration & Stamps

Handling Charges

Receipt of Document Handling Charges

PRN	2912202205134	Receipt Date	29/12/2022
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Received from DHC, Mobile number 00000000000, an amount of Rs.700/-, towards Document Handling Charges for the Document to be registered on Document No. 19002 dated 29/12/2022 at the Sub Registrar office Joint S.R. Andheri 3 of the District Mumbai Sub-urban District.



Payment Details

Bank Name	IBKL	Payment Date	29/12/2022
Bank CIN	10004152099122904661	REF No.	2807416930
Deface No	2912202205134D	Deface Date	29/12/2022

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



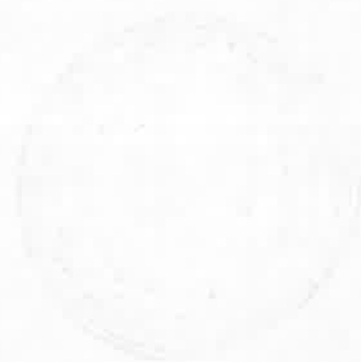


CHALLAN
MTR Form Number-6

GRN	MH012916048202223E	BARCODE			Date	29/12/2022-11:39:37	Form ID	25.2	
Department	Inspector General Of Registration		Payer Details						
Type of Payment	Stamp Duty		TAX ID / TAN (If Any)						
	Registration Fee		PAN No.(If Applicable)						
Office Name	BDR4_JT SUB REGISTRAR ANDHERI 2		Full Name		Parth Kaushik Mehta				
Location	MUMBAI								
Year	2022-2023 One Time		Flat/Block No.		FLAT NO 1104, NIVAN				
Account Head Details	Amount In Rs.		Premises/Building						
	Stamp Duty		Road/Street		CTS No. E7751, Village Khar,Khar West				
0030045501	3276000.00		Area/Locality		Mumbai				
0030063301	Reg \$tration Fee		Town/City/District						
	PIN		4		0		0	5	2
Remarks (If Any)			SecondPartyName=MS JAI MATA DI DEVELOPERS~						
Amount In			Thirty Three Lakhs Six Thousand Rupees Only						
Words			33,06,000.00						
Total			33,06,000.00						
Payment Details			IDBI BANK		FOR USE IN RECEIVING BANK				
Cheque/DD Details			Bank C/N		Ref. No.		6910333320221229138461364711756		
Cheque/DD No.			Bank Date		RBI Date		29/12/2022-11:41:25		
Name of Bank			Bank-Branch		IDBI BANK		Not Verified with RBI		
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 खर्चा केवल विधिक कार्रवाई के लिए ही करावयाचा आहे. नोंदणी व करावयाच्या दस्तावेजांची खासतऱ्या खदर चालान लागू नाही.

बंदर-९
मुद्रक क्र. १
२०००२-५/२३५
२०२२



AGREEMENT FOR SALE

THIS AGREEMENT is made and executed at Mumbai, on this 29 day of December in the Christian Year Two Thousand and Twenty Two

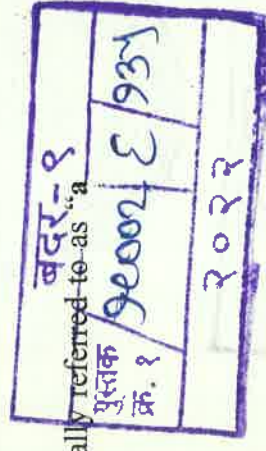
BETWEEN

M/s. Jai Mata Di Developers, a partnership firm registered under the provisions of the Indian Partnership Act, 1932 and having its office at 702, Sai Darshan CHSL, 7th Floor, Plot No. 96, S.V. Road, Khar, (West), Mumbai- 400 052 hereinafter referred to as “**the Developer**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partner or partners for the time being and from time to time constituting the said firm the survivors of them and the heirs, executors, administrators and assigns of the said survivor and permitted assigns) of the **ONE PART**;



AND

Mr. Parth Kaushik Mehta, Indian Inhabitant, having their residential address at Flat No 1001, Anand Villa, Linking Road, Santacruz (West). Mumbai: 400 052 hereinafter referred to as “**the Purchaser/s**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include (a) in case of individual/s his/her/their heirs, executors, administrators and permitted assigns; (b) in case of partnership firm/s, partner/s for the time being of the said firm, the survivor/s of them and the heirs, executors, administrators and permitted assigns of the surviving partner; and (c) in case of a limited company or a limited liability partnership, its successors and permitted assigns) of the **OTHER PART**.



The Developer and the Purchaser/s are hereinafter individually referred to as “**a Party**” and collectively as “**the Parties**”.

WHEREAS:

- A. The Government of Maharashtra is seized and possessed of and/or otherwise well and sufficiently entitled to all that piece and parcel land and ground admeasuring about 1,592 square meters bearing CTS No. E/751, Village Khar, Taluka Andheri in the Registration District of Mumbai Suburban; and as more particularly described in the **First Schedule** hereunder written and shown as marked in red colour boundary lines on the

R.V. Mehta

Rohit V. Mehta

Developer

1

Purchaser/s

Plan hereto annexed as **Annexure 'A'** (hereinafter referred to as "**the said Property**"). A copy of the Property Register Card in respect of the said Property is annexed hereto and marked as **Annexure 'B'**;

B. The said Property is a censused slum and the same is developable under the provisions of Regulation 33 (10) and Appendix IV of the Development Control Regulations for Greater Mumbai, 1991 (hereinafter referred to as "**the DCR**";

C. The Developer has redeveloped the said Property in accordance with the other applicable provisions of DCR. References to "**DCR**", wherever the same appears in this Agreement shall mean the DCR and any statutory amendments, modifications and/or reenactment thereto as may be implemented hereafter;

D. The Municipal Corporation of Greater Mumbai (hereinafter referred to as "**the MCGM**") has formulated and approved a policy for the redevelopment of Slums (hereinafter referred to as "**the said Policy**") through participation of slum dwellers under the slum rehabilitation scheme as per the provisions contained in Regulation 33 (10) and Appendix IV of the DCR, 1991, which has been approved by the Government of Maharashtra. The term "**the said Policy**" wherever the same appears hereinafter, shall also mean to include all additions, alterations and modifications made thereto from time to time; and as incorporated in the DCR;



The Slum Rehabilitation Authority (hereinafter referred to as "**the SRA**") is designated as the Planning Authority, under the provisions of the Maharashtra Regional and Town Planning Act, 1966, for implementing the said Policy in Mumbai;

The said Property was encroached upon and was occupied by approximately 46 (Forty Sixty) tenements, which were occupied by various occupants (hereinafter referred to as "**the Existing Occupants**");

बंदर-९	१००२	१०/१३१
प्लॉट नं. १	ग.	
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The Existing Occupants occupying the tenements on the said Property, had in furtherance of their intent to get the said Property redeveloped under the said Policy and in furtherance of their intention of undertaking the redevelopment, the said Existing Occupants decided to form a co-operative society known as Shree Sai Darshan Co-operative Housing Society

R.V. Mendhe

Developer

[Signature]
Purchaser/s

(Proposed) which has subsequently been registered as a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 as Shree Sai Darshan (SRA) Co-operative Housing Society Limited (hereinafter referred to as "**the said Society**");

H. The Promoter of the said Society (then proposed) had by a Development Agreement dated 4th November, 2003 (which was subsequently amended by a Deed of Modification/ Clarification dated 12th May, 2010), appointed the Developer as the developer for undertaking the redevelopment of the said Property under the Slum Rehabilitation Scheme under Regulation 33 (10) of DCR, 1991;

I. In addition thereto, the Promoter of the Society (then proposed) had also executed in favour of Developer, a Power of Attorney dated 12th May, 2010 authorizing the Developer and its partners to do and to carry out various acts, deeds, matters and things in relation to the development of the said Property;

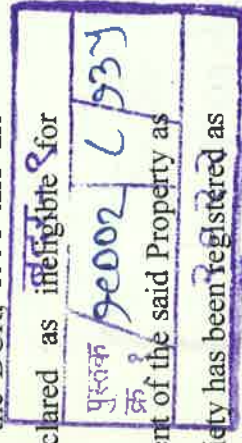


J. Further, the members of the said Society being the 40 (Forty) Existing Occupants (who were subsequently declared as eligible for rehabilitation under the said Scheme as set out herein below) have also executed in favour of Developer their respective individual consents thereby authorizing Developer to undertake the redevelopment of the said Property;

K. Developer had after execution of the Development Agreement dated 4th November, 2003, prepared and submitted the requisite scheme for the redevelopment of the said Property to the SRA; and accordingly, the SRA and the concerned authorities issued the requisite Annexure I, Annexure II and Annexure III to the Developer for redevelopment of the said Property;

L. As per the Annexure II dated 10th April, 2003 issued by the Additional Collector, out of the total 46 (Forty-Six) Existing Occupants occupying the tenements on the said Property, 40 (Forty) Existing Occupants are declared as protected structure holders and are declared as eligible for rehabilitation under Regulation 33 (10) and Appendix IV of the DCR, 1991 and the balance 6 (Six) Existing Occupants are declared as ineligible for rehabilitation;

M. After submission of the scheme for redevelopment of the said Property as aforesaid, by Developer to the SRA, the said Society has been registered as



R.V. Khande

Developer

Purchaser/s

a co-operative housing society under the provisions of the Maharashtra Co-operative Societies Act, 1960 as Shree Sai Darshan (SRA) Co-operative Housing Society Ltd. bearing registration number MUM/SRA/HSG/TC/11244/2006 on or about 28th December, 2006;

N. The SRA had issued a Letter of Intent dated 7th September, 2006 and a revised Letter of Intent dated 25th May, 2009 to DEVELOPER, confirming the appointment of DEVELOPER as entitled to authorizing DEVELOPER to undertake the redevelopment of the said Property (hereinafter referred to as "**the First LOI**" and "**the Second LOI**" respectively). Annexed hereto and marked as **Annexure 'C'** and '**D**' are the copies of the First LOI and the Second LOI respectively;

O. In the circumstances, DEVELOPER was appointed as the developer in respect of the said Property by the Existing Occupants in accordance with the provisions of Regulation 33 (10) and Appendix IV of the DCR, 1991; and DEVELOPER was also recognized by the SRA as the only developer entitled to undertake the redevelopment of the said Property and DEVELOPER is thus entitled to redevelop the said Property;

P. As per the Second LOI, DEVELOPER had proposed to construct a new composite building on the said Property comprising of both total free sale component as well as rehabilitation component. The 40 (Forty) Existing Occupants (who were declared as eligible for rehabilitation as aforesaid) are to be re-accommodated in situ and 34 (Thirty-Four) tenements for Project Affected Persons (hereinafter referred to as "**PAP**") were to be constructed and handed over to the concerned authorities as a part of such rehabilitation component in the course of implementation of the redevelopment scheme on the said Property;



As per the provisions of the DCR, 1991, since the said Property was owned by the Government, DEVELOPER was required to pay a premium to the SRA, equivalent to 25% of the ready reckoner value of the said Property for the purpose of undertaking redevelopment thereof. Accordingly, by a letter dated 19th May, 2009, the SRA has prescribed the amount of premium payable by DEVELOPER to the SRA for the purpose of redevelopment of the said Property as Rs.3,31,13,600/- (Rupees Three Crores Thirty One

बदर-९	१६००२	२/९३५
पुस्तक क्र. १	२०२२	
R.V. Nigde		

Developer

Purchaser/s

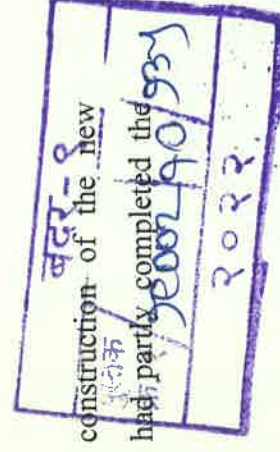
has since in 3 (three) installments already paid the said aggregate premium of Rs.3,31,13,600/- (Rupees Three Crores Thirty One Lacs Thirteen Thousand Six Hundred Only) to the SRA. Annexed hereto and marked as Annexure 'E1' 'E2' and 'E3' are copies of the receipts issued by the SRA confirming receipt of such aggregate amount of Rs.3,31,13,600/- (Rupees Three Crores Thirty One Lacs Thirteen Thousand Six Hundred only);

R. On the basis of the First LOI and the Second LOI, DEVELOPER had submitted plans for construction of a new composite building consisting of rehabilitation and sale component on the said Property and the SRA approved such plans on or about 25th June, 2009 and issued in favour of DEVELOPER an Intimation of Approval dated 25th June, 2009 in respect of the construction of such new composite building on the said Property;



S. All Existing Occupants thereupon vacated their respective structures that were earlier standing on the said Property and have handed over possession thereof to DEVELOPER and thereupon DEVELOPER has demolished the said structures on the said Property;

T. The SRA had thereupon issued a Commencement Certificate dated 24th September, 2009 to DEVELOPER and had thereby authorized DEVELOPER to commence construction of the new composite building on the said Property;



U. DEVELOPER had accordingly commenced construction of the new composite building on the said Property and had partly completed the construction thereof;

V. Pursuant thereto, by and under an Agreement dated 12th February, 2016 (hereinafter referred to as "the Paradigm Agreement"), duly registered with the Sub-Registrar of Assurances at Andheri No.2 under serial no. BDR4-1339-2016, made and executed between Developer and one M/s. Paradigm Real Estates LLP, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 having address at Office No. 202, G-52, 2nd Floor, Roop Mangal, Corner of 16th Road & Main Avenue, Santacruz (West), Mumbai - 400 054, hereinafter referred to as "Paradigm", Developer and Paradigm agreed to jointly undertake the redevelopment of the said Property by clubbing the scheme of redevelopment of the said Property with Kanheri Property (as

R.V. Handa

Developer

Purchaser/s

defined hereinafter) under Regulation 33 (10) of DCR, 1991 read with clause 7.8 of Appendix IV to DCR, 1991 at and for the consideration and on the other terms as more particularly stated therein;

W. By and under a Joint Venture Agreement dated 26th February, 2016, duly registered with the Sub-Registrar of Assurances at Borivali under serial no. BRL 7-1493-2016 made and executed between one M/s. Shree Sai Taj Developers and Paradigm, the said M/s. Shree Sai Taj Developers and Paradigm have agreed to jointly undertake the redevelopment of the land bearing Survey No. 32, Hissa No. 1/2, 4/10 corresponding to CTS Nos. 384, 384/8 to 384/41 and 384/48 to 384/62 of Village Kanheri, Taluka Borivali, Mumbai Suburban District admeasuring in the aggregate 1,555.97 square meters (hereinafter referred to as "**the Kanheri Property**"), at and for the consideration and on the terms and conditions as more particularly described therein;

X. As per the terms of the said Paradigm Agreement, the Developer jointly with Paradigm has agreed to continue the redevelopment of the said Property by clubbing the scheme of redevelopment of the said Property with the scheme of redevelopment of Kanheri Property, under the provisions of Regulation 33 (10) of DCR, 1991 read with clause 7.8 of Appendix IV to DCR, 1991 under which Paradigm has proposed to shift the PAP tenements that were to be earlier constructed on the said Property, to Kanheri Property and accordingly the quantum of total free sale component available for construction on the said Property would stand proportionately increased;

On the basis of an application made by the Developer and Paradigm for clubbing the schemes of redevelopment of the said Property with the redevelopment of the Kanheri Property, the SRA has issued a further revised Letter of Intent dated 10th June, 2016 bearing nos. SRA/ENG/854/HW/STGL/LOI and SRA/ENG/1727/RC/PL/LOI; and the SRA has thereby approved the clubbing of the scheme of redevelopment of the said Property with the scheme of redevelopment of the Kanheri Property, as proposed by the Developer and Paradigm (hereinafter referred

to as "**the Third LOI**"). A copy of the said Third LOI is annexed hereto and marked as **Annexure 'F'**;

In the circumstances, Paradigm jointly with the Developer herein has become entitled to undertake redevelopment of the said Property;



R.V. Nandh

Developer

Purchaser/s

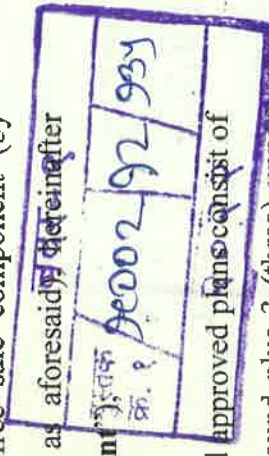
AA. Pursuant thereto, on the basis of aforesaid Third LOI, the Developer and Paradigm submitted revised plans for construction of new composite building and accordingly SRA has approved the plans for construction of the new composite building and issued Intimation of Approval dated 10th April, 2017 bearing number SRA/ENG/1827/HW/STGL/AP in respect of the construction of the new composite building on the said Property. A copy of the said letter dated 10th April, 2017 is annexed hereto and marked as **Annexure "G"**;

BB. The Commencement Certificate dated 24th September, 2009 that was issued by the SRA has since been revalidated by endorsement dated 11th April, 2017 in terms of the amended plans approved on 10th April, 2017. Annexed hereto and marked as **Annexure "H"** is a copy of the said Commencement Certificate dated 24th September, 2009 duly endorsed upto 11th April, 2017;



CC. The said revised Letter of Intent dated 10th June, 2016 and letter dated 10th April, 2017 approving the amended plans and the said Commencement Certificate dated 24th September, 2009 duly endorsed upto 11th April, 2017 are hereinafter collectively referred to as **"the Revised Building Approvals"**;

DD. As per the Third LOI and the amended plans as aforesaid, Developer jointly with Paradigm has continued construction of the new composite building on the said Property. As per the said Third LOI the total rehabilitation component to be constructed on the said Property admeasures 868.72 square meters of built up area and the total free sale component to be constructed on the said Property admeasures 3,907.28 square meters of built up area. Out of the said total free sale component to be constructed on the said Property a built up area of 1013.43 square metres is available to the Developer and Paradigm out of exchanged free sale component (by clubbing the two schemes of redevelopment as aforesaid) ~~hereinafter~~ referred to as **"Exchanged Free Sale Component"**;



EE. The new composite building as per the amended approved plans consist of 2 (two) wings viz. Wing "A" consisting of ground plus 3 (three) upper floors and Wing "B" consisting of ground plus 15 (fifteen) upper floors with two basement levels for parking having access from Wing "B" (which new

R.V. Nandh

Developer

Purchaser/s

building includes both total free sale component as well as rehabilitation component) (hereinafter referred to as “**the New Building**”). The constructed area to be provided to the Existing Occupants in the New Building are hereinafter referred to as the “**Rehab Component**” and the constructed area to be provided to the acquirers of premises comprised in the free sale component in the New Building are hereinafter referred to as “**Sale Component**” (hereinafter collectively referred to as “**the Project**”). It is clarified that the term “**the Project**”, wherever the same appears hereinafter, shall include without limitation, the entire project of construction on and development of the said Property, comprising of construction of the Rehab Component and the Sale Component, as envisaged by the Developer;

FF. As per the present sanctioned scheme of redevelopment, the Developer and Paradigm have provided a Maternity Home admeasuring 233.46 square metres on the Ground Floor of Rehab Wing ‘A’ of the New Building, which is required to be handed over to the MCGM;

GG. Under the terms of the Paradigm Agreement, it is agreed upon between the Developer and Paradigm, that 79% of the Exchanged Free Sale Component that is allowed to be transferred from the Kanheri Property to the said Property (by clubbing the two schemes of redevelopment as aforesaid) would come to the share of Paradigm, hereinafter referred to as the “**Paradigm’s Entitlement**” and the balance 21% of such Exchanged Free Sale Component would come to the share of Developer, hereinafter referred to as “**Developer’s Entitlement**”. Over and above the Exchanged Free Sale Component coming to the share of Paradigm and Developer in the agreed ratio, all the remaining flats/commercial units which include Flat No. 1104 of the 11th floor in the New Building are retained by Developer, hereinafter referred to as “**retained Developer’s Entitlement**”. By and under a Deed of Declaration dated 27th March, 2017 made and executed between the Developer and Paradigm and registered with the Sub-Registrar of Assurances at Andheri no. 4 under no. BDR 1/2994/2017, the Developer and Paradigm have in accordance with the terms of the Paradigm Agreement, mutually earmarked the constructed areas of the respective Exchanged Free Sale Component (which exclude the said Flat No. 1104 absolutely vesting with the Developer) in the New Building to be shared between the Developer and Paradigm (hereinafter referred to as “**Deed of Declaration**”);



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R.V. M. S. S.
Developer

Purchaser/s

HH. The Developer and Paradigm has entered into an Agreement as prescribed by the Council of Architects appointing the Architects, **DOT Architects**, registered with the Council of Architects and have also appointed **Gireesh M. Rajadhyaksha** as Structural Engineer for preparing structural design and drawings and specifications of the New Building. The Purchaser/s accept/s the professional supervision of the said Architects and the said Structural Engineer till the completion of the New Building unless otherwise changed by the Developer and Paradigm;

II. The Developer and Paradigm, in accordance with terms of Paradigm Agreement, commenced and completed the construction of the New Building in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred herein and have obtained Full Occupation Certificate bearing No. SRA/ENG/1827/HW/STGL/AP dated 6th February, 2020, for Sale Wing "B" of the New Building from Ground to 2nd upper floors for 22 (twenty-two) numbers of rehabilitation commercial tenements and 09 (nine) numbers of sale commercial units. A copy of the Full Occupation Certificate dated 6th February, 2020 read with said Part Occupation Certificate bearing No. SRA/ENG/1827/HW/STGL/AP dated 10th April 2017 is annexed hereto and marked as **Annexure "I" and 'I-1'**;

JJ. The right and entitlement of the Developer and Paradigm to undertake the redevelopment of the said Property jointly in the manner aforesaid has been set out in the Title Certificate dated 2nd June 2010 issued by the Advocates & Solicitors M/s. Shiralkar & Co and in the Title Certificate dated 9th August, 2016 issued by the Advocate **ASA Legal Services LLP**. Copies of the said Title Certificates are annexed hereto and marked as **Annexure 'J' & 'J-1'**;

KK. The Developer and Paradigm has registered the said Project of development and construction on the said Property under the provisions of the Real Estate (Regulation and Redevelopment) Act, 2016 (hereinafter referred to as "RERA"), with the Maharashtra Real Estate Regulatory Authority, under registration no. P51800011423. A copy of the Project Registration Certificate issued by the Maharashtra Real Estate Regulatory Authority in respect of the said Project, is annexed hereto and marked as **Annexure 'K'**;



R. V. Raut
Developer

[Signature]
Purchaser/s

LL. The Purchaser/s has/have approached the Developer for acquiring a residential flat in the New Building, as more particularly described in the **Second Schedule** hereunder written (hereinafter referred to as "**the said Flat**"). The said Flat is shown as marked in red colour hatched lines on the typical floor plan annexed hereto as **Annexure 'L'**. The said Flat forms a part of the retained Developer's Entitlement, which the Developer is entitled to sell to third parties under the terms of the Revised Building Approvals and in accordance with the said Policy.

MM. The Purchaser/s has/have taken inspection of and the Purchaser/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the said Premises, made enquiries thereon and is satisfied with respect to all the documents of title relating to the said Property including copies of the Revised Building Approvals and the approved plans for construction on the said Property, Part Occupation Certificate dated 10th January, 2019 and all other documents referred to hereinabove and the Purchaser/s has/have satisfied himself/herself/themselves about the entitlement of the Developer and Paradigm to redevelopment the said Property by construction of the New Building thereon and to enter into these presents. The Purchaser/s hereby undertake/s not to raise any objection and/or make any requisitions with respect to the title of the Developer to develop the said Property;

NN. The Purchaser/s has/have further satisfied himself/herself/ themselves about the right of the Developer and Paradigm to sell/alienate Developer's Entitlement and various other premises in the New Building and other free sale component constructed on the said Property hereafter, as stated above; and that the Purchaser/s shall not be entitled to raise any further requisitions or objections with regard thereto. The Purchaser/s hereby confirms that he/she/they has/have visited and inspected the said Property and has/have understood the entire Project and the scheme of the development and construction by the Developer on the layout of the said Property (and the proposed additions/alterations/amendments thereto as aforesaid) and the Purchaser/s shall hereafter not be entitled to raise any objections thereto;

OO. The Purchaser/s has/have demanded and has also taken inspection of the Building Approvals and plans sanctioned by the SRA, Part Occupation Certificate dated 10th January, 2019, Full Occupation Certificate dated 06th February, 2020 and other relevant documents and papers including inter alia



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R.V. Mehta

Developer

Purchaser/s

the municipal assessment bills, city survey records, record of rights, property register cards and all documents referred to herein and all other documents required to be furnished to the Purchaser/s by the Developer under the provisions of RERA and the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 (hereinafter referred to as “the RERA Rules”) as well as under the provisions (to the extent applicable) of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as “MOFA”) and the Maharashtra Ownership Flats (Regulation of the promotion of Construction, Sale, Management and Transfer) Rules, 1964 (hereinafter referred to as “the MOFA Rules”) and the Purchaser/s confirm/s that he/she/they has/have entered into this Agreement after being aware of all the facts and after inspecting the aforesaid and other relevant documents and papers pertaining to the said Property;

PP. In the circumstances and, pursuant to negotiations between the Parties, the Purchaser/s has/have agreed to purchase and acquire from the Developer and the Developer has agreed to sell to the Purchaser/s, the said Flat on the terms and conditions herein contained; and the Parties are desirous of reducing to writing the terms and conditions agreed upon between themselves as hereinafter appearing.



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

1. RECITALS TO FORM AN INTEGRAL PART:

The Recitals above form an integral part of this Agreement and are not repeated in the operative part only for the sake of brevity and the same should be deemed to be incorporated in the operative part also as if the same were set out hereinafter and reproduced verbatim.



2. CONSTRUCTION THE NEW BUILDING:

The Developer and Paradigm has in accordance with terms of Paradigm Agreement constructed the New Building known as “Nivan” consisting of 2 (two) wings on the said Property viz. Wing “A” consisting of ground plus 3 (three) upper floors and Wing “B” consisting of ground and 15 (fifteen)

R.V. Nandan

Developer

upper floors with two basement levels for parking having access from Wing "B" (which New Building is composite and includes both total free sale component as well as rehabilitation component) in accordance with the plans, designs, specifications approved by the SRA, MCGM and other concerned local authority (and which sanctioned plans have been seen and approved by the Purchaser/s).

3. TRANSACTION:

- 3.1 In consideration of the aggregate sum as mentioned in **Annexure M'** hereto computed only the basis of approved carpet area as defined under RERA and approved by the concerned authorities in accordance with the plans and specifications (hereinafter referred to as "**the Purchase Price**") agreed to be paid by the Purchaser/s to the Developer in the manner set out in **Annexure 'M'** hereto, the Developer hereby agrees to sell to the Purchaser/s and the Purchaser/s hereby agree/s to purchase and acquire from the Developer the said Flat as more particularly described in the **Second Schedule** hereunder in the New building constructed on the said Property together with all rights of and incidental thereto and together with the right to use and enjoy the **Limited Common Areas** and facilities and the **Common Areas** and facilities in common as specified in **Part A** and **Part B** respectively of the **Third Schedule** hereunder written (all of which aforesaid rights and entitlements of the Developer agreed to be sold hereunder are hereinafter collectively referred to as "**the said Premises**").
- The Developer hereby agrees to sell to the Purchaser/s and allot (2) (Two) car parking space/s to the Purchaser/s in the New Building.

The Developer hereby clarified that the right to use and enjoy the Sale Component common areas and facilities specified at Sr. Nos. xi, xii and xiii of Part B of the Third Schedule hereunder written shall be restricted to the purchasers/occupants of residential premises in Wing B of the New Building and commercial premises bearing Nos. 201, 202, 203, 204 and 205, on the second floor of the New Building. It is further clarified that the purchasers/ occupants of the commercial premises bearing Nos. 201, 202, 203, 204 and 205 on the second floor of the New Building shall at all times have unhindered and unobstructed access to the residential lobby in the New Building and shall also be entitled to unconditionally use and enjoy the residential elevators and car lifts accessing the Basement 1 and Basement 2 of the New Building for the purpose of parking of vehicles.



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R.V. Pandey

Developer

Purchaser/s

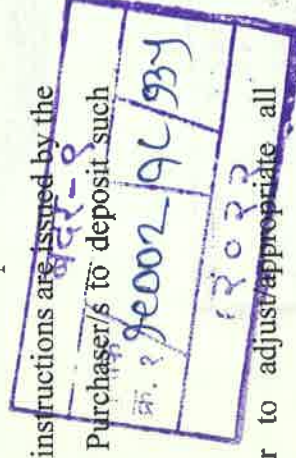
3.3 It is agreed between the Parties hereto that a written notice forwarded by the Developer to the Purchaser/s stating that the agreed period for payment of balance Purchase Price as stipulated at Annexure M has been accrued and that the same shall be sufficient proof for the payment of balance of the Purchase Price as per Annexure 'M' hereto. The Developer is not bound to give any further notice or intimation requiring any such payment and failure thereof shall not be pleaded by the Purchaser/s as an excuse for non-payment of balance Purchase Price due on the respective due dates or events.

3.4 The said amount of the Purchase Price referred to hereinabove excludes all taxes, which may be levied, in connection with the construction and development of and carrying out the Project payable by the Developer) up to the date of expiry of period of seven days from the date of intimating/notifying Purchaser/s to take possession of the said Flat from the Developer of the said Flat, as elaborated herein below.

3.5 The said amount of Purchase Price is non-escalatory, save and except in the event of any increase in the development charges or any other charges or any future taxes as may be levied from time to time payable by the Developer to the SRA or MCGM or any other governing authorities. In the event of such escalations in the Purchase Price as a result of the ~~after said~~ events, then the Developer shall enclose a copy of the relevant notifications, circulars etc. together with the demand letter issued by the Developer to the Purchaser/s for the escalated Purchase Price.



3.6 All amounts towards the Purchase Price shall be deposited by the Purchaser/s in the Bank Account opened with Bank of Baroda in the name of Jai Mata Di Developers bearing account no. 03990200001292 and all the cheques/demand drafts etc. towards the Purchase Price payable hereunder by the Purchaser/s to the Developer, shall be drawn by the Purchaser/s in favour of and payable to the credit of "Jai Mata Di Developers" Account no. 03990200001292, unless contrary written instructions are issued by the Developer to the Purchaser/s requesting the Purchaser/s to deposit such amount in any other bank account.



3.7 The Purchaser/s authorizes the Developer to adjust appropriate all payments made by him/her/hem/it under any head(s) of dues against lawful outstanding, taxes, interest, if any, in his/her/their/its name as the Developer may, in its sole discretion, deem fit and the Purchaser/s undertakes not to

R.V. Kulkarni

Developer

Purchaser/s

object/demand/direct the Developer to adjust his/her/their/ its payments in any manner.

- 3.8 If the payment cheques/banker's cheque or any other payment instructions of/by the Purchaser/s is/are not honoured for the payment of balance Purchase Price for any reason whatsoever, then the same shall be treated as default as contemplated hereunder and the Developer may at its option be entitled to exercise the recourse available hereunder. Further, the Developer may, at its sole discretion, without prejudice to its other rights, charge a payment dishonour charge of Rs. 5,000/- (Rupees Five Thousand only) for dishonour of payment instruction of balance Purchase Price for first instance and for second instance the same would be Rs. 10,000/- (Rupees Ten Thousand only) in addition to the rate of interest at Interest Rate for delayed payment. Thereafter no cheque will be accepted and payment of balance Purchase Price shall be accepted through bank demand draft(s) only.

4 **DEFAULT OR FAILURE IN PAYMENT OF PURCHASE PRICE OR ANY OTHER AMOUNTS CONTEMPLATED HEREUNDER:**

- 4.1 Notwithstanding anything contained in this Agreement, it is specifically agreed by and between the Parties that time for making the payments of balance Purchase Price, as mentioned in *Annexure 'M'* or any other amounts contemplated hereunder, is strictly of the essence of this contract and any 3(three) defaults by the Purchaser/s in making the said payment/s shall render this Agreement terminable at the sole and exclusive option of the Developer without any further act and/or reference and/or recourse to the Purchaser/s and in the event of the Developer so terminating this agreement, the Developer shall be entitled to forfeit a sum of 5 % (Five percent) of the amount of the Purchase Price as receivable by the Developer from the Purchaser/s hereunder as and by way of liquidated damages and thereupon the Developer shall also be free and entitled in its own right to deal with the said Flat and the Developer rights therein, in any manner as the Developer in its sole discretion deem fit and proper, without any reference, recourse and/or payment whatsoever to the Purchaser/s and without the requirement of any orders of declaration of termination from any Courts and without the requirement execution or registration of any document or deed of cancellation.

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Provided that prior to termination of this Agreement for any reason whatsoever, the Developer shall give a notice of 15 (fifteen) days in writing

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Developer

to the Purchaser/s ("Default Notice Period"), by courier / e-mail / registered post A.D. at the address provided by the Purchaser/s, intimating the Purchaser/s with the specific breach or breaches of the terms and conditions of this Agreement. If the Purchaser/s fails to rectify the breach or breaches mentioned by the Developer, within the Default Notice Period, then at the end of the Default Notice Period, the Developer shall be entitled to terminate this Agreement by issuance of a written notice to the Purchaser/s ("Developer Termination Notice") to be served by courier / e-mail / registered post A.D. at the address provided by the Purchaser/s. On the receipt of the Developer Termination Notice by the Purchaser/s, this Agreement shall stand terminated and cancelled. The refund pursuant to the termination shall be made (without any interest thereon) within a period of 30 (thirty) days from date of termination. The amount of refund to be paid by the Developer in such an event shall further be subject to deduction of any taxes paid, the amount of interest payable by the Purchaser/s in terms of this Agreement from the date of default in payment till the date of Developers Termination Notice as aforesaid and other amounts expended by the Developer pursuant to this Agreement (including inter alia any brokerage charges paid by the Developer in pursuance of the transaction recorded in this Agreement) and other amounts payable by the Purchaser/s hereunder (as may be payable by the Purchaser/s; up to the date of termination).



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- 4.3 The Purchaser/s hereby agree/s and undertake/s that he/she/they are not entitled to and shall not have any right, title, interest, share, claim, demand of any nature whatsoever and howsoever arising against the Developer/its transferee/s/allotted/s/nominee/s and/or otherwise in to upon the said Premises, in such an event of termination of this Agreement by the Developer **PROVIDED HOWEVER THAT** strictly without prejudice to the aforesaid, the Developer in its sole and absolute discretion may (without being obliged or being bound to do so), instead of terminating this Agreement as aforesaid, permit the Purchaser/s to pay the balance Purchase Price after the date of its accrual but after charging interest thereon at the Agreed Interest Rate on such balance of Purchase Price (from the date such amount/s has/have become due to be paid by the Purchaser/s till the date of actual payment thereof). The term "Agreed Interest Rate" wherever the same appears in this Agreement shall be deemed to be a reference to the Interest Rate as mentioned in Rule 18 of the RERA Rules viz. ("The rate of interest payable by the promoters to the allottees or by the allottees to the promoters, as the case may be, shall be the State Bank of India highest

R.V. Hand-

Developer

Purchaser/s

Marginal Cost of Lending Rate plus two percent. Provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use it would be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public")

- 4.4 In the event of any delayed payment being received by the Developer from the Purchaser/s, the Developer shall notwithstanding any instructions to the contrary by the Purchaser/s accompanying such payment, be entitled to appropriate the amount received first towards the tax payable, then interest receivable from the Purchaser/s in respect of the delayed payment and thereafter towards the principal amount of the delayed payment.

5 DESCRIPTION OF INTERNAL AMENITIES:

- 5.1 It is expressly agreed that the said Flat shall contain specifications, fixtures, fittings, and amenities as set out in **Annexure 'N'** hereto (hereinafter referred to as the "**said Internal Amenities**") and the Purchaser/s confirm/s that the Developer shall not be liable to provide any other additional specifications fixtures, fittings, and amenities in the said Flat.

- 5.2 The Purchaser/s agree/s not to claim any rebate and/or discount and/or concession in the Purchase Price on account of such change/substitution. It is further agreed by and between the Parties hereto that in respect of the said Internal Amenities Developer may in its discretion provide to the Purchaser/s an option to avail additional internal amenities and/or carry out internal changes.

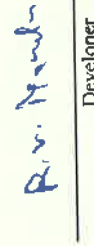
- 5.3 In the event, if the Purchaser/s decide/s to avail any additional internal amenities (over and above the Internal Amenities as mentioned in **Annexure 'N'** hereto) and/or requires the Developer to carry out internal changes in the said Flat, the Purchaser/s shall pay to the Developer such further amounts for the same as may be mutually decided between the Parties. Such sum shall be over and above the purchase price and other amounts payable by the Purchaser/s to the Developer hereunder.

6 SATISFACTION ON TITLE:

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The Purchaser/s has/have independently inspected and verified the title deeds and all papers and all documents and approvals as recited hereinabove through their Advocates /Solicitors and has/have fully satisfied himself/herself/ themselves about the entitlement of the Developer to redevelop the said Property as well as the entitlement of the Developer to


Purchaser/s

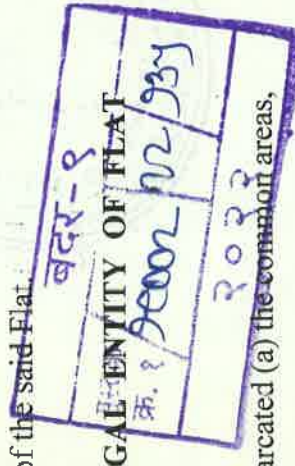

Developer

redevelop the said Property in the manner set out in this Agreement; to construct/develop the Project including the construction of the New Building on the said Property and to enter into this Agreement and the Purchaser/s shall not be entitled to further investigate the entitlement of the Developer and/or be entitled to make/administer any requisitions or raise any objections with regard to any other matters relating thereto.

6.2 The Purchaser/s has/have also taken inspection of the Building Approvals, including inter alia the Building Approvals, Part Occupation Certificate dated 10th January, 2019, Full Occupation Certificate dated 06th February, 2020, orders and approved plans and undertakings given by the Developer to the SRA and the MCGM and other concerned authorities, and other relevant documents and papers as well as the municipal assessment bills, city survey records, record of rights, property register cards and all other documents that are required to be furnished to the Purchaser/s by the Developer under the provisions of RERA, RERA Rules and the provisions of MOFA and MOFA Rules and the Purchaser/s confirm/s that he/she/they has/have entered into this Agreement after being aware of all the facts and after inspecting the aforesaid and other relevant documents and papers.



6.3 The Purchaser/s has/have also read and understood the terms and conditions and the obligations as prescribed in the various approvals and sanctions obtained by the Developer from the SRA inter alia as referred to in this Agreement and other concerned authorities and also the conditions of the undertakings given by the Developer to the SRA and other concerned authorities; and is/are aware that some of such conditions and/or obligations shall or may require compliance in continuity even after the development and construction of the New Building is completed; and the Purchaser/s has/have agreed to abide by and comply with such continuing conditions and obligations after being put in possession of the said Flat.



7 FORMATION OF THE COMMON LEGAL ENTITY OF FLAT HOLDERS AND LEASE:

7.1 The Developer and Paradigm has clearly demarcated (a) the common areas, amenities and facilities that are to be used exclusively by the acquirers of premises comprised in the free sale component (hereinafter referred to as "the Sale Component Common Areas"); and (b) the common areas, amenities and facilities that are to be used exclusively by the Rehab Component (hereinafter referred to as "the Rehab Component Common Areas"). A list of the Sale Component Common Areas (together with the

R.V. Handa

Developer

equipment and amenities proposed to be installed therein) is annexed hereto and marked as **Annexure 'O'** and the list of the Rehab Component Common Areas (together with the equipment and amenities proposed to be installed therein) is annexed hereto and marked as **Annexure 'P'**. The Purchaser/s agrees and confirms that as the acquirer/s of the said Flat forming part of the retained Developer's Entitlement, Developer's Entitlement and Paradigm's Entitlement (collectively the Sale Component), the Purchaser/s shall not claim any entitlement in respect of the Rehab Component Common Areas and/or the facilities, equipment and/or the amenities installed or provided in the Rehab Component Common Areas.

7.2 Pursuant to receipt of the balance Occupancy permission in relation to the New Building and after all the premises in the New Building are agreed to be sold by the Developer and Paradigm under duly registered documents on the broad lines of this Agreement and subject to receipt of the entire amount of the consideration hereunder agreed to be paid by the Purchaser/s to the Developer as provided in Annexure 'M' hereto and further subject to payment by the Purchaser/s of all other amounts hereunder agreed to be paid by the Purchaser/s to the Developer, the Developer shall take steps to form a separate body of purchasers/unit holders of the Sale Component (which may either be a co-operative housing society or a condominium of apartment owners or a limited company as the Developer may consider fit and proper) (hereinafter referred to as "**the Common Legal Entity**").

7.3 Accordingly, there shall be two separate bodies of unit holders in the New Building viz. the Common Legal Entity (which shall have as its members, the acquirers/holders of premises comprised in the retained Developer's Entitlement, Developer's Entitlement and Paradigm's Entitlement) and the said Society (which shall have as its members, the acquirers/holders of premises comprised in the Rehab Component). It is also proposed that the Common Legal Entity will be in charge of and shall be responsible for the day to day maintenance and management of the Sale Component Common Areas and/or the facilities, equipment and/or the amenities installed or provided in the Sale Component Common Areas. Similarly, the said Society will be in charge of and shall be responsible for the day to day maintenance and management of the Rehab Component Common Areas and/or the facilities, equipment and/or the amenities installed or provided in the Rehab Component Common Areas.



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R. V. Parvathi

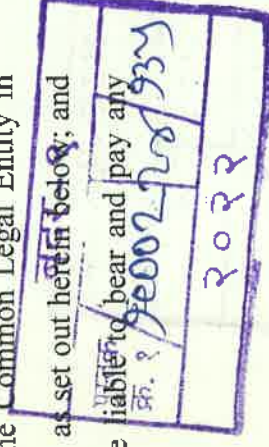
Developer

Purchaser/s

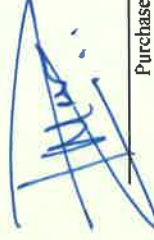
7.4 Within a period of 3 (three) months from the date of completion of the entire project, viz. completion of construction of the New Building and all other structures on the said Property and after exploiting and consuming the full available construction potential of the entire said Property, the Developer and Paradigm shall make the requisite applications to the concerned authorities including the SRA to execute in favour of Society and the Common Legal Entity, a lease for the period of 30 (Thirty) years, further renewable for another period of 30 (Thirty) years, in respect of the said Property (or the land underneath or appurtenant to the New Building out of the said Property) the Developer and Paradigm shall if required execute a separate Conveyance in respect of the New Building (herein collectively referred to as "**the Proposed Transfer**") in favour of the Society and the Common Legal Entity. It is hereby clarified that presently the Proposed Transfer is proposed to be effectuated in accordance with the terms hereof and as per section 15A of the Slum Act.



7.5 It is clarified that the Developer and Paradigm is not the owner of the said Property and does not have or hold the rights to convey or grant the Proposed Transfer in respect of the said Property in favour of the Society and the Common Legal Entity and accordingly, it is clarified that the only obligation of the Developer and Paradigm in this regard shall be to make the requisite applications to the concerned authorities and to make reasonable endeavours for execution of the Proposed Transfer as aforesaid. The proposed lease deed and conveyance or other instrument of transfer in favour of the Society and the Common Legal Entity; shall be in accordance with the provisions of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971, 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. All the costs, charges and expenses, penalties, value added tax, service tax, goods and service tax and other central government/state government taxes imposed, including but not limited to stamp duty and registration fees in respect of such documents/instruments for effectuating the Proposed Transfer shall be borne and paid by the by the Society and the Common Legal Entity in proportion to the their respective entitlements as set out herein below; and the the Developer and Paradigm shall not be liable to bear and pay any amounts towards the same.



R.v. Parabhu
Developer


Purchaser/s

7.6 Inter se between the Society and the Common Legal Entity, their respective entitlements to the said Property and the New Building, under the Proposed Transfer in respect of the said Property in favour of the Society and the Common Legal Entity, shall be in the same proportion and ratio that the area of the all habitable comprised in the Rehab Component bears to the area of the all habitable comprised in the Sale Component in the New Building. All property taxes in respect of the New Building and the said Property shall upon completion of construction of the New Building be borne and paid by all unit holders (Rehab Component as well as the Sale Component) in the proportion of their respective constructed areas in the New Building.

7.7 The Purchaser/s has/have understood scheme as envisaged by the Developer regarding the Proposed Transfer in respect of the said Property in favour of the Society and the Common Legal Entity; the aforesaid and the Purchaser/s hereby agree/s and undertake/s with the Developer that the Purchaser/s shall never hold the Developer and Paradigm responsible or liable if the concerned authorities do not execute or approve the lease deed for the Proposed Transfer or any other document of transfer in respect of the said Property or the New Building in favour of the Society and the Common Legal Entity. Moreover, the execution of the documents for effectuating the Proposed Transfer shall be subject to such terms and conditions as may be prescribed by the SRA and/or any other concerned authorities and/or the Government and the Purchaser/s hereby agree/s and undertake/s that the Purchaser/s shall not challenge or raise a dispute with regard to any of such terms and conditions, which may be onerous in nature.

INCIDENTAL RIGHTS OF THE DEVELOPER:

The Developer has further informed the Purchaser/s that the Developer retains the right to sell, transfer, assign in favour of any person/s and/or deal future rights in respect of the said Property; (b) the balance development potential/rights in respect of the said Property (i.e. after having utilized the FSI available for the construction of the New Building and as per the plans already submitted and/or to be submitted by the Developer from time to time to the SRA or any other concerned authorities and as per

the proposed total scheme of development); (c) various rights that may accrue to and over the said Property in the future including additional development potential as recited above and utilization or sale or transfer of FSI; (d) the rights for advertising, signage and hoarding for



R.V. Manda

Developer

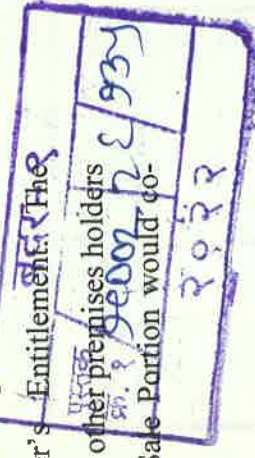
advertising in the compound, common areas and facade of the said Property; and (e) rights to receive the TDR arising out of implementing the project of redevelopment of the said Property (the rights referred to in above are hereinafter collectively referred to as "**the Incidental Rights**").

8.2 The Incidental Rights include the right to use the said Property as a receiving plot and/or to consume or fully exploit by utilising TDR and/or Development Rights Certificate and/or any other type of development potential either by payment of premium to the SRA or MCGM and/or any other concerned authorities or available otherwise howsoever which the Developer and/or its nominee/s may be entitled to, from time to time, at the Developer sole and absolute discretion.

8.3 The Developer is also entitled from time to time to deal with and/or dispose of all or any of the Incidental Rights, by way of sale, assignment, lease, transfer, mortgage and/or in any other manner whatsoever as it may in its absolute discretion think fit and proper from time to time and at its entire discretion and convenience transfer such rights to any person/s. The Purchaser/s expressly consent/s and agree/s that the Purchaser/s shall not claim any rebate or reduction in the purchase price in respect of the said flat and/or any other benefit/right from the Developer and/or such persons now and/or in future as a result of any development that may be undertaken either by the Developer and/or its nominee/s and/or person/s.

9 PURCHASER/S TO CO-OPERATE IN FORMATION OF THE LEGAL ENTITY:

9.1 The Purchaser/s have read and understood the terms of the Paradigm Agreement and have been specifically informed that Developer shall be entitled to sell, transfer, mortgage and/or dispose off and/ or deal with and/or create third party rights in respect of retained Developer's Entitlement and the Agreement that may be executed by and between the Developer herein and the Purchaser/s shall be in consonance with the provisions of MOFA or other applicable acts and therefore Paradigm being the joint Developer of the said Property, the Developer and Paradigm shall be causing the prospective purchasers of flats/ /commercial units comprising of the free sale component of retained Developer's Entitlement, Paradigm's Entitlement and retained Developer's Entitlement. The Purchaser/s at his/her/their own costs along with the other premises holders in the New Building and other structures on the Sale Portion would co-



R.V. Handa

Developer

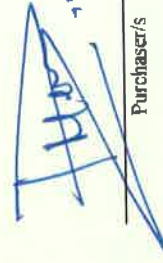
operate with the Developer and/or Paradigm in formation of the Common Legal Entity or the (which may be formed as per Clause [9.2] hereof).

- 9.2 For the said purposes of being admitted as member/s of the Common Legal Entity (which may be formed as per Clause [7.2] hereof), the Purchaser/s shall from time to time, sign and execute the application/s for registration and/or admission and/or membership and other papers and documents as may be necessary/ reasonably required by the Developer and Paradigm for the formation and the registration of the Common Legal Entity (which may be formed as per [7.2] hereof) and for becoming a member/s, including the bye-laws (or the memorandum and articles of association or other constitution/charter document) of the Common Legal Entity (which may be formed as per Clause [7.2] hereof), as the case may be, and shall duly fill in sign and return to the Developer and/or Paradigm as the case may be within 7 (seven) days of the same being forwarded by the Developer and/or Paradigm to the Purchaser/s so as to enable Developer to register the organization/legal entity of the Purchaser/s under the applicable provisions of RERA, RERA Rules, MOFA and MOFA Rules. No objection shall be taken from the Purchaser/s if any changes or modifications are made in the draft bye-laws or the memorandum and/or articles of association or other charter documents as may be required by any authorities including the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other competent authority.

10 RIGHTS OF THE DEVELOPER PURSUANT TO FORMATION OF THE LEGAL ENTITY:

- 10.1 In the event of the Common Legal Entity/Society being formed, and registered before the sale and disposal by the Developer and/or Paradigm their respective entitlement in the New Building, the same shall not in any manner affect the rights of the Developer and/or Paradigm to sell/dispose of/transfer the unsold premises or the Incidental Rights of the Developer; and the powers and the authority of the Common Legal Entity/Society (which may be formed as per Clause 9.2] hereof), shall be subject to the overall authority and control of the Developer, in respect of all the matters concerning the New Building and in particular, the Developer and/or Paradigm shall have sole, exclusive and absolute authority and control as regards the unsold premises and the disposal thereof.

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thereof **PROVIDED ALWAYS THAT** the Purchaser/s hereby agree/s and confirm/s that in the event of the Common Legal Entity/Society (which may



Purchaser/s

R.V. Handa

Developer

be formed as per Clause [9.2] hereof), being formed earlier than the Developer and/or Paradigm dealing with or disposing of all their respective entitlement constructed in the New Building, then and in such an event at the discretion of the Developer, the Developer itself or any Purchaser/s or transferee of the Developer in respect of any premises or nominee of the Developer and/or Paradigm shall be admitted to the membership of the Common Legal Entity/Society (which may be formed as per Clause 9.2 hereof), without payment of any premium and without any restrictions on transferability of the rights of the the Developer and/or Paradigm or any additional charges save and except Rs.520/- (Rupees Five Hundred Twenty Only) for the share money and Rs.100/- (Rupees One Hundred Only) entrance fee; and such Purchaser/s/transferee shall not be discriminated or treated prejudicially by the Purchaser/s or the Common Legal Entity/Society (which may be formed as per Clause [9.2] hereof) as the case may be.



11 NO OBJECTION TO DEVELOPMENT/CONSTRUCTION:

11.1 It is further agreed that save and except the terrace over the top most floor in the New Building (the topmost floor may change due to vertical extension of the New Building as envisaged by the Developer), the Developer is entitled to sell or allot or grant for exclusive use on a license or leasehold basis, the terrace/s or pocket terrace/s or extended balcony/ies, which may be abutting the respective premises for the exclusive use of the purchaser/s of such premises. The Developer may at its sole and absolute discretion, grant license or lease for exclusive use or maintenance in respect of the terrace/s to the purchaser/s/occupant of the premises that is abutting (or next to) the terrace. The terrace/s if so permitted to be used by the Developer, shall not be enclosed by the respective purchaser/s/occupant without the permission in writing obtained from the SRA and all other concerned planning authorities and the Developer. The Purchaser/s hereby give his/her/their no-objection to such rights being retained by the Developer for such terraces and the Purchaser/s shall not object thereto and/or claim any such terraces and/or have/make any other claim in respect of such terraces against the Developer and/or its nominee/s/allottees/Purchaser/s /transferee/s/ licensee/s.



12 PURCHASER/S' ENTITLEMENT TO RAISE LOAN:

12.1 The Purchaser/s is/are, at his/her/their sole risk, liability and responsibility, free to raise a loan from any financial institution or bank, for acquiring the said Flat by offering the rights of the Purchaser/s hereby granted as a security. However, such loan should be strictly personal to the Purchaser/s and the right of the Developer to receive the balance Purchase Price and other sums as hereunder provided from the Purchaser/s, shall override the rights of the financial institution/bank in respect of the loan so availed of by the Purchaser/s. The repayment of the loans, interest and other charges on such loan shall be the sole responsibility of the Purchaser/s. Once the Purchaser/s has/have paid the full Purchase Price as payable under this Agreement and has/have taken possession of the said Flat, thereafter due to non-payment of the loan by the Purchaser/s, the recourse available to the financial institution would be only against the said Flat and against the Purchaser/s personally and not against the said Property, the New Building or any one of them or any of the other premises in the New Building, and not against any other assets/rights of the Developer.

13 MORTGAGE / FINANCIAL ASSISTANCE :

13.1 Subject to terms and conditions of these presents, the Purchaser/s has/have permitted the Developer to raise construction loan, project finance loan, loan against the said property and / or other constructed Flats/ Units/ Premises in the said Proposed Sale Building (save and except the said Premises), underwriting by mortgaging, hypothecating Receivables and/or Developable Property (including but not limited to mortgage by way of deposit of title deeds) from Bank/financial institution/Non Banking Financial Corporation ("Lenders") and without having to seek further consent from Purchaser /s in any manner whatsoever, written or otherwise, but without the Purchaser /s being responsible / liable towards its repayment and incurring any liability in any manner whatsoever (financial or otherwise).

The sole liability to repay the loan amount together with interest/penalty occurred under such mortgage/facility shall be of the Developer alone, and the Developer has also assured and undertaken to the Purchaser /s that they shall pay the loan amount together with interest/penalty to the Lenders by installment and/or as may be demanded by the Lenders from time to time without committing any default thereof and keep the Purchaser /s herein fully indemnified in respect thereof.



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R. V. Khandu

Developer

Purchaser/s

14. **COMMON AREAS AND CLUBHOUSE:**

14.1 The Purchaser/s herein being acquirer/s of the said Flat shall be entitled to use the Sale Component Common Areas in common with the other acquirers/holders of premises comprised in the Sale Component.

14.2 It is expressly agreed that the Purchaser/s along with the other purchasers/occupants of premises comprised in the Sale Component in the New Building, shall be proportionately entitled to use, occupy and enjoy the Sale Component Common Areas and facilities in the New Building, and the nature, extent and description of such Sale Component Common Areas and facilities which the Purchaser/s will proportionately enjoy in the common areas and facilities is set out in **Part A** (limited common areas) and **Part B** (common areas) of the *Third Schedule* hereunder written.



15. **RIGHT OF THE PURCHASER/S RESTRICTED TO THE SAID FLAT ONLY:**

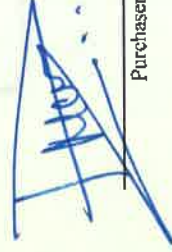
15.1 It is clarified that the right of the Purchaser/s is and shall remain restricted to the said Flat agreed to be sold to him/her/them by the Developer as per the floor plan annexed hereto and marked as *Annexure 'L'* and use and enjoyment of common areas and utilities in common as aforesaid and the Purchaser/s shall not be entitled to claim any right to any open space or passage, staircase, basement parking spaces or any other area in to or upon the said Property and/or the New Building and/or the Rehab Portion and/or the Sale Portion or any other space surrounding the New Building or any of them in any manner whatsoever. It is further clarified that the Purchaser/s are not concerned with the New Building in any manner whatsoever and howsoever arising and shall not claim any rights or entitlement either in his/her/their individual capacity/ies or in his/her/their capacity/ies as members of the Common Legal Entity/ Society (which may be formed as per Clause [9.2] hereof) as the case maybe.



16. **NO CHANGE OF USER:**

16.1 It is expressly agreed, by and between the Developer and the Purchaser/s that the said Flat is sold to the Purchaser/s for use as a residential flat only; and that it shall be utilized by the Purchaser/s for the purpose for which it is sold to the Purchaser/s and for no other purpose or purposes whatsoever and howsoever arising. The Purchaser/s agree/s not to change the user of the

R.V. Nandh
Developer


Purchaser/s

said Flat, without prior written consent in writing of the Developer and the concerned authorities.

17. PARKING SPACES:

17.1 For the effective management of parking spaces in the New Building and in order to avoid any later disputes, the Developer shall earmark parking spaces (in the basements) of the New Building for exclusive use thereof by certain acquirers of premises in the New Building depending on availability. The Purchaser/s agree/s that the Developer shall be entitled to do such earmarking at its discretion and the Purchaser/s hereby accept/s the decisions taken by the Developer in relation to such earmarking of car parking spaces. The Purchaser/s further agree/s and undertake/s that pursuant to formation and registration of the Common Legal Entity (as the case may be), and admission of the Purchaser/s thereto, the Purchaser/s shall cast his/her/their votes in the first general meeting or shareholders' meeting, as the case may be, the Common Legal Entity/Society (which may be formed as per Clause [9.2] hereof), in favour of approving such car parking earmarking as done by the Developer so that the respective person/s in whose favour the Developer has/have earmarked the car parking spaces, will be allotted such respective car parking space/s by the Common Legal Entity/Society (which may be formed as per Clause [9.2] hereof), for exclusive use thereof, along with rights of transferability in respect thereof.

17.2 Notwithstanding what is stated in Clause [19.1] above, the Purchaser/s acknowledge/s and understand/s that a majority of the car parking spaces that will be provided for in the New Building shall be in the form of an automated stack, mechanical pit or tower parking system or any other form of automated or mechanical parking wherein, there may be or may not be any specific identified spot/place which may be earmarked for a particular occupant of premises in the New 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 Purchaser/s is/are aware that such Mechanical Parking involves or may involve operation of one or more automated machine/s for parking and removing cars from the Mechanical Parking system and the same could be time-consuming and the Purchaser/s acknowledge/s that the Purchaser/s has/have no objection to the

same. The Purchaser/s is/are aware that such Mechanical Parking may also require a valet system by appointment of qualified drivers and parking operators for ease of parking and removing of vehicles from the parking



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P. V. Prasad

Developer

Purchaser/s

slots in the Mechanical Parking system. The Purchaser/s hereby confirm/s that the Purchaser/s has/have no objection to the same and that the Purchaser/s shall not park his/her/their car/s at any other place in the New Building other than specifically designated for the parking of the vehicles of the Purchaser/s. The Purchaser/s hereby agree/s and undertake/s that the Purchaser/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 Purchaser/s shall not refuse to bear such costs and/or expenses on the ground of non-utilisation of such Mechanical Parking system or valet parking facility or on any other ground whatsoever and howsoever arising.



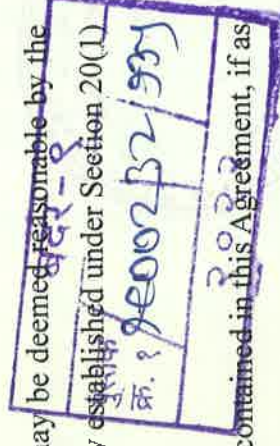
18. HANDING OVER POSSESSION OF THE SAID FLAT:

18.1 The Developer shall hand over possession of the said Flat to the Purchaser/s in the New Building on receipt of the balance Purchase Price in accordance with the terms hereof subject to:

18.1.1 Any notice, order, rule, notification of the Government and/or other Public or Competent Authority / Court affecting the regular development of the Project;

18.1.2 Any stay order / injunction order issued by any Court of Law, Tribunal, Competent Authority, MCGM, Statutory Authority, High Power Committee etc. affecting the regular development of the Project;

18.1.3 Any other circumstances that may be deemed reasonable by the Real Estate Regulatory Authority established under Section 20(1) of RERA.



18.2 Notwithstanding anything to the contrary contained in this Agreement, if as a result of any legislative order or requisition or acquisition or direction of the Government or public authorities, the Developer is unable to give possession of the said Flat to the Purchaser/s, then and in such an event, the only responsibility and liability of the Developer will be, refund to the Purchaser/s the proportionate amounts of Purchase Price (but not any taxes, levies, charges, stamp duty, registration fees, brokerage, etc. or any other amounts that may have been paid by the Purchaser/s) till then received by the Developer pursuant to such legislative order or requisition or direction of the Government or public authorities, without any interest thereon, and

R. V. Nandhu
Developer

Purchaser/s

thereupon this Agreement shall ipso facto and automatically stand terminated.

18.3 The Purchaser/s shall pay the balance Purchase Price and take possession of the said Flat within 7 (Seven) days of the Developer giving written notice to the Purchaser/s intimating that the agreed period for payment of balance Purchase Price have been accrued and the obligation of the Purchaser/s to bear and pay the maintenance charges as well as the proportionate property taxes as provided hereinafter shall commence at the expiry of such period of 7 (Seven) days from the date of such intimation given by the Developer. The Purchaser/s shall be liable to pay demurrage charges being an amount of Rs. 15/- (Rupees Fifteen only) per sq. ft of the carpet area of the said Flat per month from the Date of Offer of Possession till such time the Purchaser/s takes the possession of the said Flat, in addition to all balance consideration and the charges payable as mentioned herein. Nevertheless to mention that, it shall be deemed that you have taken the possession of the said Flat from the expiry of the 7th day of the date of offer of possession and the Purchaser/s shall alone be responsible/liable in respect any loss and/or damage that may be caused to the said Flat from the expiry of 7 (seven) days from the Date of offer of Possession.

18.4 Before accepting of possession or license to enter the said Flat to the Purchaser/s, the Purchaser/s shall inspect the said Flat (including the size thereof) and the Internal Amenities provided therein; and thereafter the Purchaser/s will have no claim whatsoever and howsoever arising against the Developer with regard to any shortfall in size or the construction of the said Flat or the provision of the Internal Amenities therein.

The Purchaser/s shall be entitled to the possession of the said Flat only after the full Purchase Price as per Annexure 'M' hereto is paid by the Purchaser/s to the Developer; and the other sums mentioned hereunder are paid by the Purchaser/s to the Developer.

The Developer may at its discretion permit the Purchaser/s to enter upon the said Flat, limited for the purpose of carrying out fit out works of non-structural nature like installation of fixture and furniture in the said Flat at the request of and at the entire risks and costs of the Purchaser/s. The Purchaser/s acknowledge/s that the Developer shall not be obliged to permit the Purchaser/s to enter upon the said Flat under any circumstances and such permission may or may not be granted entirely at the discretion of the Developer. The Purchaser/s agree/s and undertake/s that in the event so



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R.V. Pradhan
Developer

permitted to enter upon the said Flat to carry out the said fit out works as contemplated in this Clause, the Purchaser/s shall not occupy the same or commence any use thereof for any reasons whatsoever and howsoever arising. The Purchaser/s further agree/s and undertake/s that in the event if the Purchaser/s is/are so permitted to enter upon the said Flat to carry out the said fit out works as contemplated in this Clause then in such an event, the Purchaser/s shall be solely and exclusively responsible and liable to ensure that the workmen, laborers, agents and other representatives of the Purchaser/s so entering upon the said Flat shall comply with and adhere to all health and safety guidelines, rules and regulations as may be prescribed by the Developer from time to time. Under no circumstances, shall the Purchaser/s carry out any structural alterations of any nature whatsoever in or around the said Flat. The Purchaser/s acknowledge/s that Developer shall not be liable and/or responsible for untoward incident that may occur by virtue of the Purchaser/s being permitted to carry out the fit out works or to enter upon the said Flat as contemplated in this Clause.

- 18.7 The Purchaser/s has/have also agreed and hereby undertake/s that prior to commencing any fit out or interior works in the said Flat, the Purchaser/s shall for the due adherence and performance with the terms and conditions of the Fit-out Guidelines (as may be drawn up by the Developer containing the guidelines for carrying out the fit-out works in the premises in the New Building), keep deposited with the Developer such sum as may be decided by the Developer at the relevant time, as and by way of an interest free refundable security deposit and which amount shall be refunded by the Developer to the Purchaser/s on completion of the fit out works. In the event if the Purchaser/s commit/s any breach/es of the terms and conditions of the Fit Out Manuals or cause/s any damage or nuisance to the New Building or any common areas therein or in any adjoining the said Flat then and in any such event, the Developer shall be entitled to adjust or deduct any expenses incurred or likely to be incurred by the Developer from such interest free refundable security deposit for setting right such breach or rectifying such damage or nuisance caused. Further, in the event, the quantum of damage caused by the Purchaser/s to the New Building or any common areas therein or in any adjoining Flat, exceeds the interest free refundable security deposit, the Purchaser/s shall on demand, forthwith pay such additional amount. The Purchaser/s shall not dispute any adjustment or deduction from the interest free security deposit or paying such additional amount on any ground whatsoever and howsoever arising.



18.8 Upon possession of the said Flat being offered to the Purchaser/s, he/she/they shall be entitled to use and occupy the said Flat for residential use only and for no other purpose whatsoever including *inter alia* as a private office or any other commercial or retail establishment. Upon the Purchaser/s taking possession of the said Flat or being granted a license to enter the said Flat he/she/they shall have no claim against the Developer in respect of any item of work in the said Flat, which may be alleged not to have been carried out or completed.

19. DEFECT LIABILITY:

19.1 Within a period of 5 (five) years from the date of issuance of the respective occupancy permissions for the said Flat ("**Defect Liability Period**"), if the Purchaser/s brings to the notice of the Developer any structural defect in the said Flat or in the New Building, then wherever possible such defects shall be rectified by the Developer, at its own cost and expense and in case where it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Developer, compensation for such defect in the manner as provided under the RERA and RERA Rules;

19.2 The Purchaser/s shall not carry out any alterations of the whatsoever nature in the said Flat and in specific any alteration to the structure of the Proposed Sale Building, which shall include but not limited to alteration to columns, and beams of the Proposed Sale Building. The Purchaser/s shall not make any alterations to any of the fittings, pipes, water supply connections or any erection or make any alteration in the bathroom, toilet or kitchen of the said Flat, which may result in seepage of the water. If any of such work is carried out, without the written consent of the Developer, then the defect liability of the Developer shall automatically become inoperative. The word "defect" herein shall mean only the manufacturing and workmanship defect caused on account of willful neglect on the part of the Developer, and shall not mean defect caused by normal wear and tear and/or due to negligent use of the said Flat / Proposed Sale Building by the Purchaser/s or other occupants of the Proposed Sale Building;

19.3 The Purchaser/s shall be responsible to maintain the said Flat in a proper manner and take all due care needed including but not limited to taking of due care of the joints in the tiles installed in the said Flat by regularly filling white cement/epoxy therein, so as to prevent water seepage.



R. V. K. K.

Developer

19.4 Where the manufacturer's warranty as shown by the Developer to the Purchaser/s expires before the Defect Liability Period and such warranty is covered under the maintenance of the said Flat / Proposed Sale Building and if the annual maintenance contracts are not renewed by the Purchaser/s/ Individual Legal Entity/ies / Common Legal Entity, then the Developer shall not be responsible for any such defects occurring during the Defect Liability Period;

19.5 The Purchaser/s has/have been made aware and that the Purchaser/s expressly agree that the regular wear and tear of the said Flat / Proposed Sale Building includes minor hairline cracks on the external and internal walls excluding the RCC structure, which happens due to variation in temperature of more than 20 degree Celsius and which does not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect;

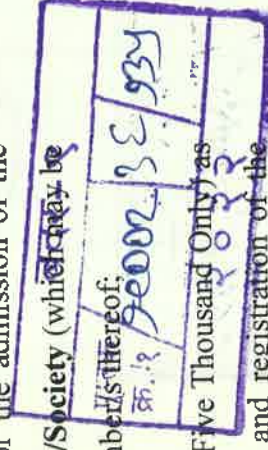
19.6 It is expressly agreed between the Parties hereto that before any liability of defect is claimed by or on behalf of the Purchaser/s, it shall be necessary to appoint an expert who shall be a nominated surveyor and who shall survey and assess the defects and submit a report to state the defects in materials used the Flat / Proposed Sale Building, keeping in mind the aforesaid agreed sub-clauses 21.1 to 21.5 of this Agreement.



20. REIMBURSEMENT OF EXPENSES AND MAINTENANCE CHARGES:

20.1 Over and above the amounts towards the Purchase Price payable hereinabove as provided by Annexure 'M' is inclusive of the following amounts:

- 20.1.1 A sum of Rs. 520/- (Rupees Five Hundred Twenty Only) towards acquiring 5 Shares of the **Common Legal Entity/Society** (which may be formed as per Clause [9.2] hereof) and entrance fee of Rs.100/- (Rupees One Hundred Only) for the admission of the Purchaser/s to the **Common Legal Entity/Society** (which may be formed as per Clause [9.2] hereof) as member/s thereof.
- 20.1.2 A sum of Rs. 25,000/- (Rupees Twenty-Five Thousand Only) as proportionate contribution for formation and registration of the



R.v. Handu
Developer

Purchaser/s

Common Legal Entity (which may be formed as per Clause [9.2]) (Non-Refundable).

20.1.3 Provisional maintenance charges of Rs. 2,50,020/- (Rupees Two Lakhs Fifty Thousand and Twenty Only) for 12 (Twelve) months in advance. It is agreed between the Parties that commencing 7 (seven) days after notice in writing is given by the Developer to the Purchaser/s that the said Flat, is ready for being occupied, the Purchaser/s shall be liable to bear and pay the proportionate share of the maintenance charges, property taxes and other monthly outgoings in respect of the said Flat. After the completion of the initial 12 (Twelve) months as aforesaid, the Purchaser/s shall be liable to bear and pay the maintenance charges in respect of the said Flat and the Purchaser/s further undertake/s to pay such provisional monthly contribution on or before the 5th day of each month in advance till formation of the Common Legal Entity (which may be formed as per Clause [7.2] hereof) to the Developer and after formation of the Common Legal Entity (which may be formed as per Clause [7.2] hereof), to the Common Legal Entity (which may be formed as per Clause [9.2] hereof) and shall not withhold the same for any reason whatsoever. It is further agreed that the Purchaser/s will be liable to pay the Agreed Interest Rate to the Developer for any delay in payment of such outgoings.

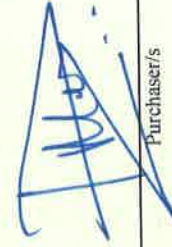
20.1.4 A sum of Rs. 3,00,000/- (Rupees Three Lakhs Only) which shall constitute the corpus fund dedicated to maintenance of the common infrastructure and general amenities and facilities and to endure/bear any uncertain and contingent expenses and for recovery of all arrears of dues, outgoings etc., payable by the purchaser/s to the Developer and its nominee/s or any other concerned authorities as envisaged in this Agreement. The Developer and/or Paradigm shall be entitled to invest the Corpus Fund in Fixed Deposits and/or any other investment schemes with Bank for an appropriate term as may be determined by the Developer and the interest thereon along with the corpus amount will be utilized for the aforesaid purpose. The Purchaser/s/ Common Legal Entity (which may be formed as per Clause [7.2]) shall not be entitled to receive the interest. The corpus amount paid by each Purchaser/s shall be non-refundable to the Purchasers and will always form part of the non-accountable items for the above



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Developer


Purchaser/s

purpose. The said Corpus fund will be paid to the Common Legal Entity (which may be formed as per Clause [7.2] hereof) by the Developer after the said Sale Portion is leased and the Common Legal Entity (which may be formed as per Clause [7.2] hereof) as stipulated herein, after deducting all the amounts due/recoverable from the purchaser/s as stipulated in this Agreement against any demand made by the Developer to the Common Legal Entity (which may be formed as per Clause [7.2] hereof) or member/purchaser/s in terms of this Agreement.

20.1.5 Balance of any taxes, GST or any other taxes as may be applicable from time to time on the aforesaid and as per this Agreement.

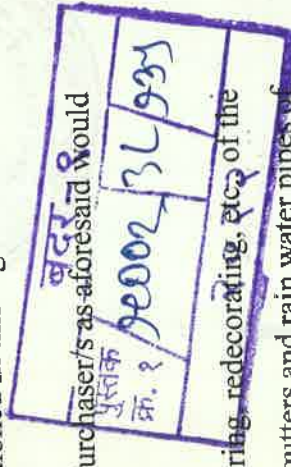
20.2 Time as to payment of the aforesaid amounts shall be of the essence of this Agreement.

20.3 The Purchaser/s agree/s and confirms that such amounts paid/payable towards maintenance charges and/or Property Tax is tentative and in the event if there is any enhancement/increase in the actual amount of maintenance charges or Property Tax, then the Purchaser/s shall be liable to pay such increased/enhanced maintenance charges or Property Tax as per actuals, within the period as may be demanded by the Developer from the Purchaser/s without any delay or demure.

20.4 The amount mentioned in Clause 22.1.3 without any interest and after deduction therefrom of all arrears of taxes, outgoing, maintenance charges and expenses, etc. incurred till then, shall be transferred by the Developer to Common Legal Entity (which may be formed as per Clause [7.2] hereof) upon management of the New Building being handed over to the Common Legal Entity (which may be formed as per Clause [7.2] hereof). Save and except in respect of the amount mentioned, Clause [22.1.3], the Developer shall not be liable to maintain and/or render individual accounts to the Purchaser/s in respect of any other items mentioned in this Agreement.

20.5 The maintenance charges to be borne by the Purchaser/s as aforesaid would include inter alia the following:

20.5.1 The expenses of maintenance, repairing, redecoration, etc. of the main structures and in particular the gutters and rain water pipes of the New Building, water pipes and electric wires in under or upon the New Building used by the premises/ premises holder/s in



R.V. Nandh
Developer

common with the other occupiers of premises and the main entrances, passages, landings, lift and staircase of the New Building and other common areas and amenities as enjoyed by the premises purchaser/s in common as aforesaid and the boundary walls of the New Building, compounds etc.

20.5.2 The cost of cleaning and lightning the passage, water pump, lifts, landings, staircases, common lights and other parts of the New Building used by the premises purchaser/s in common as aforesaid.

20.5.3 The cost of the salaries of certain workers like clerks, accountant, valet drivers and parking operators, lifemen, chowkidar, pump man, sweepers, drivers, house-keeping charges, etc., and the proportionate salary of certain part time workers like engineers, supervisors etc. their traveling expenses, welfare expenses like tea, coffee etc., the bonus to be given to them etc.

20.5.4 The cost of working and maintenance of common lights, water pump, lifts, common sanitary units and other services charges.

20.5.5 Premium for insurance of the New Building (if and when taken).

20.5.6 The maintenance charges, cost, expenses and amounts required for maintenance of various common equipment that may be installed in the New Building, including interalia street lights, sewer line, storm water drain, water lines, internal roads, garden, civil, Mechanical Parking system, other mechanical and electrical system/s installed for reuse of the waste water, civil, mechanical and electrical system for rain water harvesting, high speed lifts, submersible pumps installed in tank for municipal water and tank for storage of tanker/bore well water, pumps installed for firefighting, tank for municipal water, overhead tank and other water tanks by whatever name called, firefighting system, common electric system (which may be installed for the lights, pumps, equipment, lifts, security system etc.), common plumbing system, common security system; and such other expenses as are necessary or incidental for the maintenance and upkeep of the New Building.

20.5.7 The above maintenance charges are only provisional and any additional expenses should be reimbursed by the Purchaser/s to the



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Developer

Purchaser/s

Developer, the above provisional maintenance include property and municipal tax.

20.6 The Purchaser/s is/are aware that after the possession of the said Flat is offered to the Purchaser/s and after he/she/they is/are admitted as member/s of the Common Legal Entity (which may be formed as per Clause [7.2] hereof), it may take at least 12 (twelve) to 18 (eighteen) months for the Developer/the Common Legal Entity (which may be formed as per Clause [7.2] hereof), to work out and inform each of the premises occupants in the New Building about the exact breakup of the maintenance charges and Property Taxes payable by him/her/them. Therefore, during such a period, the Developer/the Common Legal Entity (which may be formed as per Clause [7.2] hereof) is likely draw up ad-hoc bills towards maintenance. The Purchaser/s agree/s that he/she/they shall not raise any objection for payment of such ad-hoc bills; and would allow the Common Legal Entity (which may be formed as per Clause [7.2] hereof) a time period of 12 (twelve) to 18 (eighteen) months, or more from the date of he/she/they is/are admitted as member/s of the Common Legal Entity (which may be formed as per Clause [7.2] hereof), to enable the Developer/ Common Legal Entity (which may be formed as per Clause [7.2] hereof) to work-out the exact details of the maintenance charges payable by him/her/them.



20.7 Over and above the Purchase Price and other amounts payable by the Purchaser/s, the Purchaser/s hereby agree/s that in the event of any amount becoming payable by way of levy or premium, taxes, cess, fees, charges, etc., after the date of this Agreement either to the SRA or to the MCGM or to any other concerned local authority or to the State Government or in the event of any other payment for a similar nature becoming payable in respect of the said Property; and/or in respect of the various premises to be constructed thereon, the same shall be paid by the Developer; however, all such amount/s shall be reimbursed by the Purchaser/s to the Developer in proportion of the area of the said Flat to the total area of all the new premises in the New Building.

22 TAXES:

22.1 The Purchaser/s is/are aware that the amount of Purchase Price as set out in **Annexure 'M'** hereto, is exclusive of the all the taxes applicable to transactions for the sale of constructed premises as levied by the State and Central Government through their respective Finance Acts. It is hereby agreed between the Parties and it is clarified that at the time of execution



R.V. Munde

Developer

Purchaser/s

of this Agreement for Sale, if there is any liability for payment of any indirect taxes (including Goods and Services Tax, if applicable) on the transaction recorded in this Agreement for the sale of the said Flat by the Developer to the Purchaser/s, the Purchaser/s agree/s and undertake/s that all such indirect taxes (including Goods and Services Tax,) are payable by the Purchaser/s solely; and that the Developer is not liable to bear and/or pay the same. Therefore, the Purchaser/s hereby irrevocably agree/s and undertake/s to pay the amounts towards such taxes to the Developer or the concerned authorities within a period of 7 (seven) days from the date of the Developer calling upon the Purchaser/s to do so, without any delay or demur.

22.2 Non-reimbursement/Non-payment of the said Taxes and other amounts mentioned in this Clause by the Purchaser/s shall be deemed to mean non-payment of the **Purchase Price** amount to the Developer and the consequences as mentioned in Clause [4] hereof shall apply.

23 BREACHES:

23.1 The Purchaser/s agree/s and undertake/s to and shall observe perform and comply with all the terms and conditions and covenants to be observed performed and complied with by the Purchaser/s as set out in this Agreement (save and except the obligation of the Purchaser/s to pay the balance Purchase Price and other sums as aforesaid, for which the consequences as mentioned in Clause [4] hereof shall apply) if the Purchaser/s neglect/s, omit/s, or fail/s to observe and/or perform the said terms and conditions and covenants for any reason whatsoever then in such an event, the Developer shall be entitled after giving 1 (one) months' notice to remedy or rectify the default and in the event of the Purchaser/s failing to remedy or rectify the same within the said notice period, this Agreement shall be terminable at the sole and exclusive option of the Developer without any further act and/or reference and/or recourse to the Purchaser/s and in the event of the Developer so terminating this Agreement, the consequences of termination as set out in Clause [4] hereof shall apply.

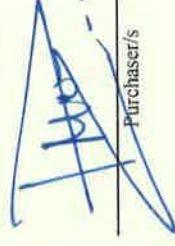


23.2 The Developer shall not be liable to pay to the Purchaser/s herein any interest, compensation, damages, costs or otherwise in case of termination

under Clause [4] or this Clause. The residue balance amount after deducting amounts under clause [23.1] hereinabove shall be deemed to have been accepted by the Purchaser/s herein in full satisfaction of all his/hers/their २०२२ claim under this Agreement and/or in respect of the said Flat, whether the

R. V. Nandhu

Developer


Purchaser/s

Purchaser/s present/s the cheque/s for payment to his/her/their bankers or not.

23.3 The Purchaser/s hereby agree/s and undertake/s that he/she/they are not entitled to and shall not have any right, title, interest, share, claim, demand of any nature whatsoever and howsoever arising against the Developer/its transferee/s/allotted/s/nominee/s and/or otherwise in to upon the said Premises in such an event of termination.

24 ELEVATION OF THE NEW BUILDING:

24.1 The Purchaser/s shall not alter, amend, modify etc., the elevation of the said Flat whether the side, front or rear nor shall the Purchaser/s alter, amend, modify the entrance lobby, staircase, lift, passage/s, terrace etc. of the New Building and shall keep and maintain the above in the same form as the Developer constructs the same and shall not at any time alter the said elevation in any manner whatsoever without the prior consent or alter the attachments to the elevation of the New Building, including fixing or changing or altering grills, ledges, windows, air conditioners, chajjas etc., The Purchaser/s further irrevocably agree/s to fix their air-conditioners, whether window or split only after the written permission of the Developer and at such places as may be earmarked by the Developer for the same. The Developer decision in this regard would be final and binding on the Purchaser/s.



25 REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER:

Subject to what is stated in this Agreement and in the Title Certificate, the Developer hereby represents and warrants to the Purchaser/s as follows:

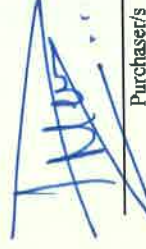
25.1 The Developer has a clear and marketable title and also has actual, physical and legal possession of the said Property;

25.2 There are no encumbrances upon the said Property, save and except those disclosed to the Purchaser/s under this Agreement;

25.3 There are no litigations pending before any Court of law with respect to the title of said Property;



R.V. Kulkarni
Developer


Purchaser/s

25.4 All the approvals, licenses and permits issued by the Competent Authorities with respect to the development of the said Property are valid and subsisting and have been obtained by following the due process of law. Further, all approvals, licenses and permits to be issued by the Competent Authorities with respect to the further development of the said Property shall be obtained by following the due process of law and the Developer has been and shall, at all times, remain to be in compliance with all applicable laws;

25.5 The Developer 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 Purchaser/s created herein, may prejudicially be affected;

25.6 The Developer 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 said Property and the said Flat, which will, in any manner, affect the rights of the Purchaser/s under this Agreement;

25.7 The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Flat to the Purchaser/s in the manner contemplated in this Agreement;

25.8 The Developer has duly paid and discharged 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 Property to the Competent Authorities.

After the date of the respective Occupancy Permissions, the same shall be borne and paid by all the unit holders of the New Building in proportion of their respective constructed areas in the New Building; and



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 Developer in respect of the said Property.

REPRESENTATIONS, WARRANTIES AND COVENANTS:

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The Purchaser/s with an intention to bring all persons into whose hands the said Flat may come, doth/do hereby represent/s and assure/s to and undertake/s and covenant/s with the Developer as follows:

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Developer


Purchaser/s

26.1.1 To maintain the said Flat at the Purchaser/s own cost in good and tenantable repair and condition from the date the possession of the said Flat is offered to the Purchaser/s and to not do anything or suffer anything to be done in or to the New Building and to the balconies, elevation- projections, staircase or any passage, which may be against the rules, regulations or bye-laws of the concerned local or any other authority nor to the said Flat itself or any part thereof;

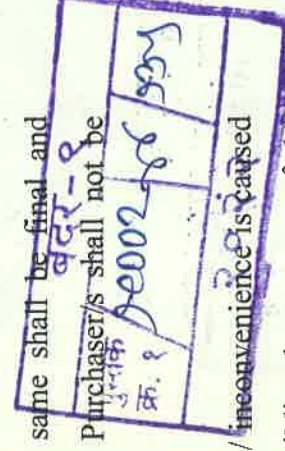
26.1.2 Not to enclose the open balcony, flower bed, ducts or any other open area pertaining to the said Flat, whereby any FSI whatsoever is deemed to be consumed and without prejudice thereto not to do any act, deed, matter or thing, whereby any rights of the Developer is in any manner whatsoever prejudiced/ adversely affected;

26.1.3 Not to carry out in or around the said Flat any alteration/changes of structural nature without the prior written approval of the Developer and the Structural Engineers and the RCC Consultants of the New Building;

26.1.4 Not to cause any sort of damage to the interiors of the New Building and/or the said Flat by making any alteration and/or installing window air condition and/or make changes in the windows provided inside the said Flat, make holes and/or insert pipes in the façade of the New Building;

26.1.5 Not to dry clothes or hang anything on the external railing of said Flat. On account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be personally liable for the consequence of the breach and shall be liable to bear and pay the penalty amounting to Rs. 5,000/- (Rupees Five Thousand Only) to the Developer and/or the Common Legal Entity /Society (which may be formed as per Clause [9.2] hereof) (after formation) each time the Purchaser/s defaults and the same shall be final and binding upon the Purchaser/s and the Purchaser/s shall not be entitled to question the same;

26.1.6 To ensure that no nuisance/annoyance/inconvenience is caused to the other occupants of the New Building by any act of the Purchaser/s;



R.V. Munde
Developer

Purchaser/s

26.1.7 Not to claim any rights including any easements or other similar rights in to or upon the New Building or the premises or common areas or amenities therein or the Rehab or any other part or portion of the said Property;

26.1.8 Not to store in the said Flat any goods which are of hazardous, combustible or dangerous nature, save and except domestic gas for cooking purposes, or goods which are so heavy so as to damage the construction or structure of the New 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 any heavy packages, showcases, cupboards on the upper floors which may damage or is likely to damage the staircase, common passage or any other structure of the New Building. On account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be personally liable for the consequence of the breach and shall be liable to bear and pay the damages as may be determined by the Developer and the same shall be final and binding upon the Purchaser/s and the Purchaser/s shall not be entitled to question the same;

26.1.9 To carry out at his/her/their own cost all the internal repairs to the said Flat and maintain the said Flat in the same condition, state and order in which it was delivered by the Developer to the Purchaser/s (usual wear and tear excepted);

26.1.10 Not to demolish the said Flat or any part thereof including *interalia* the walls, windows, doors, etc., thereof, nor at any time make or cause to be made any addition or any alteration in the elevation and outside colour scheme of the New Building and shall keep the portion, sewers, drains, pipes, in the said Flat and appurtenance/s thereto in good, tenantable repair and condition and in particular so as to support, shelter and protect the other parts of the New Building and shall not chisel or any other manner damage the columns, beams, walls, slabs or R.C.C. pardis or other structural members in the said Flat or the New Building without the prior written permission of the Developer and/or the Common



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Legal Entity;

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Developer

Purchaser/s

26.1.11 Not to do or permit to be done any act, deed, matter or thing, which may render void or void able any insurance of the New Building or any part thereof or whereby any increase premium shall become payable in respect of the insurance;

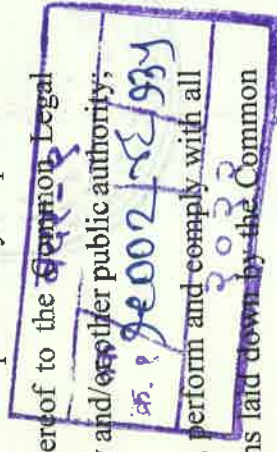
26.1.12 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or on the terrace or on the other premises or any portion of the said Property;

26.1.13 To bear and pay any increase in local taxes, water charges, insurances and such other levy/ if any which are imposed by the concerned local/public authority either on account of change of user or otherwise in respect of the said Flat by the Purchaser/s;

26.1.14 The Purchaser/s shall not be entitled to transfer, assign or part with the interest or any benefit of this Agreement, without the prior written permission of the Developer, until all the dues payable by the Purchaser/s to the Developer hereunder and/or otherwise are fully paid up;

26.1.15 The Purchaser/s shall abide by, observe and perform and comply with all the rules, regulations and bye-laws or chartered documents of the Common Legal Entity as also the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the New Building and the premises 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 the Government and other public bodies and not commit breach thereof and in the event of the Purchaser/s committing breach thereof and/or any act in contravention of the above provision, the Purchaser/s shall be personally responsible and liable for the consequences thereof to the Common Legal Entity and/or the concerned authority and/or other public authority;

26.1.16 The Purchaser/s shall also observe, perform and comply with all the stipulations, terms and conditions laid down by the Common Legal Entity regarding the occupation and use of the said Flat and shall bear and pay and contribute regularly and punctually towards the taxes, expenses or other outgoings as may be required to be paid from time to time. The Purchaser/s shall permit the Developer and its surveyors and agents with or without workmen and others,



R.V. Mehta
Developer

Purchaser/s

at all reasonable times, to enter into and upon the said Property/
New Building/ said Flat and/or any part thereof to view and
examine the state and condition thereof, and to carry out the repair
or replacements therein for a period of 5 (Five) years from the date
of issuance of respective occupancy permissions of the said Flat by
the statutory authorities;

26.1.17 The Purchaser/s undertake/s not to enclose any passage/s, lobby
or other common areas in the New Building in any manner
whatsoever;

26.1.18 The Developer shall provide to the Purchaser/s the water
connection in respect to said Flat;

26.1.19 The Purchaser/s is/are also aware that the Developer has paid to
SRA and other concerned authorities various premiums towards
construction of the staircase, lift lobby, passages, and other areas
free of FSI and the Purchaser/s shall not raise any objection with
regard thereto;

26.1.20 As may be required by the Reliance Infrastructure Limited or Tata
Power Company Limited or Maharashtra State Electricity Board
or any other authorised 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
Purchaser/s hereby grant his/her/their irrevocable consent to the
Developer for the same. The Developer may be required to and if

so required, the Developer 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 Purchaser/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 proposed transfer shall be subject to such lease/sub-



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Developer

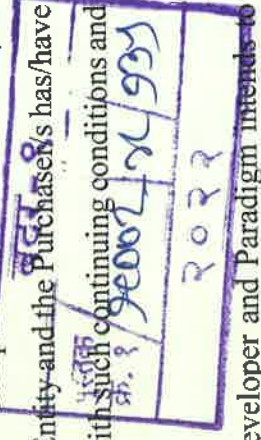
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Purchaser/s

lease/conveyance as may be executed in favour of such electricity provider;

26.1.21 The Purchaser/s is/are aware of various concessions, approvals granted to the Developer at the time of construction of the New Building including the condoning of open space deficiencies in the course of construction of the New Building and the Purchaser/s undertake/s not to raise any objection in respect of the open space deficiency and shall also not raise any objection in respect to the construction and/or development activities carried on in the adjoining plots; and



26.1.22 The Purchaser/s has/have also read and understood the terms and conditions and the obligations as prescribed in the various approvals and sanctions obtained by the Developer and the undertakings given by the Developer to the SRA and other concerned authorities that some of such conditions and/or obligations shall require compliance in continuity even after the development and construction of the New Building is completed and after the management of the New Building (to the extent of the maintenance and management of the Sale Component Common Areas and/or the facilities, equipment and/or the amenities installed or provided in the Sale Component Common Areas) is handed over to Common Legal Entity and the Purchaser/s has/have agreed to abide by and comply with such continuing conditions and obligations.



26.2 The Purchaser/s is/are aware that the Developer and Paradigm intends to provide superior quality of services and facilities for the residents of the New Building and for such purpose, the Developer and Paradigm may appoint a professional Facility Management Company (hereinafter referred to as "the FMC") for the maintenance of the New Building and the common areas and amenities in the Sale Portion. The Purchaser/s along with the other purchaser/s of the premises in the New Building and other structures on the Sale Portion shall be entitled to avail of the services to be provided or arranged by or through the FMC at a cost or charges that may be fixed between the Developer and the FMC. All common costs, charges and expenses that may be claimed by the FMC shall be to the account of and borne by the purchasers/holders of the premises in the New Building. These common costs shall be shared by all such purchaser/s on pro-rata basis

R.V. Nanda
Developer

Purchaser/s

determined by the Developer, which determination shall be binding on the Purchaser/s;

26.3 The Purchaser/s agrees and undertakes to cause the Common Legal Entity/Society to be bound by the rules and regulations that may be framed by the FMC from time to time. The Purchaser/s along with the other Purchaser/s in the New Building shall undertake and cause the Common Legal Entity/Society to ratify the appointment of the FMC as aforesaid;

26.4 The Purchaser/s is/are aware that the Developer is not in the business of or providing services proposed to be provided by the FMC or through the FMC. The Developer does not warrant or guarantee the appointment of the FMC or the use, performance or otherwise of these services provided by the FMC. The Parties hereto agree that the Developer is not and shall not be responsible or liable in connection with any defect or the performance/non-performance or otherwise of these services provided by the FMC.

27 INDEMNITY:

27.1 The Purchaser/s is/are aware that only on the basis of and relying on the representations, assurances, declarations, covenants and warranties made by him/her/them herein, the Developer has agreed to and is executing this Agreement and Purchaser/s hereby agree/s to indemnify and keep indemnified the Developer absolutely and forever from and against all and any damage or loss that may be caused to the Developer including *inter alia* against and in respect of all actions, demands, suits, proceedings, penalties, impositions, losses, damages, costs, charges and expenses, that may be caused to or incurred, sustained or suffered by the Developer, by virtue of any of the aforesaid representations, assurances, declarations, covenants and warranties made by the Purchaser/s being untrue and/or as a result of the Developer entering in to this Agreement and/or any other present/future writings with the Purchaser/s and/or arising there from.



28 STAMP DUTY AND REGISTRATION:

28.1 At the time of execution of this Agreement the Purchaser/s shall pay the applicable amount of stamp duty and registration charges etc. and other out of pocket expenses as demanded by the concerned registration authorities

for payment of stamp duty calculated on the basis of the approved carpet area as defined under RERA as also on the usable allied areas to be used exclusively by the Purchaser/s and payable in respect of this Agreement and

पुस्तक क्र. १	१००२४६१३३	२०२२
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R.V. Nandga

Developer

Purchaser/s

the Purchaser/s shall lodge this Agreement for registration with the concerned Sub-Registrar of Assurances within a period of 15 (fifteen) days from the execution hereof; and shall within a period of 30 (thirty) days from the date of execution hereof the Purchaser/s shall inform the Developer of the serial number, under which the same is lodged for registration with the date and time of registration by forwarding the photocopies of the receipt issued by the concerned Sub-Registrar; to enable the Developer and/or its authorized representative/s to visit/attend the office of the Sub-Registrar of Assurances and to admit execution thereof.



29 TRANSFER OF THE SAID FLAT:

29.1 If the Purchaser/s, before being intimated /notified to take possession of the said Flat or before making payment of any amounts hereunder payable by the Purchaser/s to the Developer, desire/s to sell or transfer his/her/their interest in the said Flat or wishes to transfer or give the benefit of this Agreement to any other person, the same shall be done only after the expiry of a period of 12 (twelve) months from the date of execution hereof and only after the Purchaser/s obtain/s the prior written permission of the Developer in that behalf. In the event of the Developer granting such consent, the Purchaser/s shall be liable to and shall pay to the Developer such sums as the Developer may in its absolute discretion determine by way of the transfer charges and administrative and other costs, charges, expenses pertaining to the same PROVIDED HOWEVER that such transferee/s/assignee/s of the Purchaser/s shall always be bound and liable by the terms, conditions and covenants hereof and on the part of the Purchaser/s to be observed, performed and complied with. All the provisions of this Agreement shall *ipso facto* and automatically apply *mutatis mutandis* to such transferee/s/assignee/s also.



30 MISCELLANEOUS:

30.1 **Co-operation:** The Purchaser/s shall, from time to time, sign and execute all applications, papers and documents, and do all the acts, deeds, matters and things as the Developer may require, for safe guarding the interest of the Developer to the New Building and/or the premises therein.

30.2 **Name of the New Building:** The name of the New Building shall at all times remain as "[NIVAN]", unless changed by the Developer and Paradigm and the same shall not be changed without the prior written permission or approval of the Developer and Paradigm. The Developer and

R.V. Handa

Developer

[Signature]

Purchaser/s

Paradigm has added a prefix or suffix or otherwise associate the brand name of Paradigm with the name of the New Building Common Legal Entity and shall commence with such prefix and such name will not be changed or altered without the prior written consent of Paradigm. The Developer and Paradigm shall be entitled to add at such places on the façade or compound wall/s or terrace/s or compound/s or common area/s in the New Building or otherwise in the said Property, placards, sign boards, neon signs, hoardings etc. indicating to the public at large that the New Building is being constructed and/or developed (during construction) or that the New Building has been constructed and/or developed (after construction) by the Developer. A permanent illuminated signage/hoarding stating and signifying and indicating to the public at large that the New Building is constructed/developed by Paradigm Realty and Dotom Realty will remain displayed at a prominent place on the New Building or the said Property and access shall be made available to the Developer and Paradigm and its authorized representatives, as and when required by the Developer and Paradigm in order to maintain, repair and replace the signage at the costs of the Developer.

30.3 Notices: All letters, circulars, receipts and/or notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served, if posted or dispatched to the Purchaser/s by Registered Post Acknowledgement Due ("RPAD") or mailed at the electronic mail (e-mail) address as provided by the Purchaser/s to the Developer or hand delivered at the address hereunder stated and shall effectually and completely discharge the Developer:

Flat No 1001, Anand Villa, Linking Road, Santacruz (West). Mumbai:
400 052

Email: parth@paradigmrealty.co.in



Income Tax PAN: The Parties are setting out here under their respective Income Tax Permanent Account Numbers:

Developer : AAEFJ8153B

Purchaser/s: AJOPM9248H

30.5 TDS: all amounts towards the Purchase Price, as payable by the Purchaser/s to the Developer in accordance with Annexure 'M' hereof, shall be made by the Purchaser/s, subject to deduction of tax at source as per the provisions of Section 194IA of the Income Tax Act, 1961; and the Purchaser/s shall within the time prescribed by the provisions of the Income

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पुस्तक क्र. ९
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R.V. Nandani

Developer

Purchaser/s

Tax Act, 1961 and the Rules framed there under, furnish to the Developer the requisite certificates of deduction of tax at source. It is clarified that non-payment of the amount of the deduction of tax at source to the concerned authorities or non-furnishing by the Purchaser/s of the requisite certificate of deduction of tax at source to the Developer shall be deemed to be a breach equivalent to non-payment of Purchase Price amount and shall accordingly attract the consequences as mentioned in Clause [4] hereof.

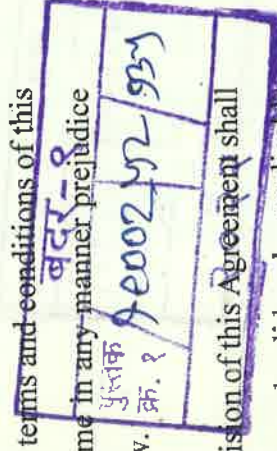
30.6 **Obligations:** all obligations of the Purchaser/s and covenants made by the Purchaser/s herein shall be deemed to be obligations and/or covenants, as the case may be, running with immoveable property viz. the said Flat and the observance, performance and compliance with such obligations and/or covenants shall be the responsibility of all persons into whose hands the said Flat may come.

30.7 **Jurisdiction:** The Courts in Mumbai shall have exclusive jurisdiction to try and entertain all disputes between the Parties hereto arising out of this Agreement or otherwise pertaining to the said Premises.

30.8 **No Demise or Grant or Assignment:** The Purchaser/s shall have no right, title, interest, share, claim demand of any nature whatsoever and howsoever arising in to upon the said Property and/or the Clubhouse and/or the New Building and/or otherwise howsoever against the Developer, save and except in respect of the said Flat. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Property and/or the Clubhouse and/or the New Building.

30.9 **No Waiver:** Any delay or indulgence shown by the Developer in enforcing the terms of agreement or any forbearance or giving of time to the Purchaser/s shall not be construed as a waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice any rights of the Developer hereunder or in law.

30.10 **Enforceability:** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement should be prohibited or rendered invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any unenforceable provision or provision which is ineffective or invalid under



R. V. R. R.

Developer

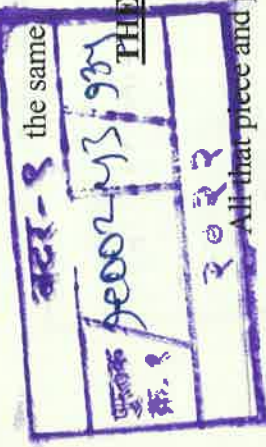
Purchaser/s

the applicable law shall be replaced and substituted by the Parties acting in good faith, by a provision which most nearly reflects the Parties' intent in entering into such unenforceable provision or provision which is ineffective or invalid under the applicable law.

30.11 **Entire Agreement:** The Parties hereto acknowledge, declare and confirm that this Agreement represents the entire and only agreement between themselves regarding the subject matter hereof and no modifications hereto shall be valid and binding unless the same are reduced to writing and signed by both the Parties. Unless specifically mentioned herein, this Agreement supercedes:

- i. All agreements, negotiations, allotments, letters, commitments, writings, if any executed between the Purchaser/s and Developer prior to the date of execution of this Agreement, pertaining to the subject matter hereof;
- ii. All representations, warranties, commitments, etc. made by the Developer in any documents, brochures, hoarding etc. and/or through on any other medium; and
- iii. The Developer shall not be bound by any such prior agreements, negotiations, commitments, writings, discussions, representations, warranties and or compliance thereof other than expressly agreed by the Developer under this Agreement.

Headings: The headings, subheadings, titles, subtitles used for the Clauses under this Agreement are only for the sake of convenience and easy identification of the provisions and headings, subheadings, titles, subtitles Clauses, Sub-Clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the Schedules and Annexures hereto and shall be ignored in construing and interpreting



THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece and parcel of land and ground bearing CTS No. E/751, Village Khar, Taluka Andheri and admeasuring about 1,592 square meters in the Registration District of Mumbai Suburban as shown in red colour boundary lines on the plan annexed hereto and marked as **Annexure 'A'** hereto and bounded as follows:

On or towards North by : [Adjoining C.T.S No. 750 and C.T.S No. 748]

On or towards South by : [Adjoining C.T.S No. 735B]

R. V. Handa

Developer

[Signature]
Purchaser/s

On or towards West by : [Adjoining S.V. Road]
On or towards East by : [Adjoining C.T.S No. 741 and C.T.S No.
738]

THE SECOND SCHEDULE ABOVE REFERRED TO

Residential Flat No. 1104, admeasuring approximately 114.80 square meters of approved carpet area. Carpet area as per the definition of the term "carpet area" under Section 2 (k) of RERA) situated on the 1st Floor in the New Building known as "Nivan" constructed on the Sale Portion of the said Property more particularly described in the First Schedule hereinabove written along with 2 car parking space/s in the basement.

It is clarified that the carpet area as defined hereinabove is computed in accordance with the provisions of Section 2 (k) of RERA and as per the RERA Rules (viz. the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls of the apartment).

In addition to the above 12.05 square meters of allied area (which is attached to the said Flat and accessible only from the said Flat) and approved in the said presently approved plans as service area and semi enclosed weather protection area which is accessible and is to be used for maintenance purpose only.

THE THIRD SCHEDULE ABOVE REFERRED TO

Common Areas and Facilities

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

PART A -LIMITED COMMON AREAS

- i. Parking spaces in the basement in accordance with the terms of this Agreement
- ii. Terrace/s attached with the premises.
- iii. All the holders of units/premises on each floor will have a proportionate undivided interest with their fellow neighbors on the same floor in respect of the flat entrance lobby and ~~lift lobby~~ at every floor adjacent to the respective units.



PART B - COMMON AREAS

List of common areas and facilities for the New Building

- i. Entrance Lobby of the New Building;
- ii. Compound of the New Building i.e. the open area appurtenant to the built – up area of the New Building but excluding the car park areas allotted to the purchaser/s;
- iii. Staircase of the New Building including the landing for the purpose of ingress and egress only and not for the purpose of storage, recreation, residence or sleeping;
- iv. Pump room with pumps in the compound;
- v. Passage and mid – landings;
- vi. Common electricity meters for common lights;
- vii. Common Legal Entity office;
- viii. Elevator/s.
- ix. Septic tank, drainage, storm water drain, electric sub – station, if constructed, cabin/s for security personnel, water tanks, etc.;
- x. Meter room, servants' toilet, if any;
- xi. Swimming Pool;
- xii. Fitness Centre;
- xiii. Common Society Terrace.

IN WITNESS WHEREOF THE PARTIES HEREUNTO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS ON THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED

by the within named Developer

M/S Jai Mata Di Developers

Mr. Rohit Nandu



in the presence of ...

1. [Signature]
2. [Signature]

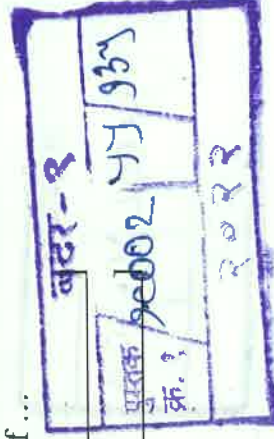
SIGNED AND DELIVERED

by the withinnamed Purchaser/s

Mr. Parth Kaushik Mehta

in the presence of ...

1. [Signature]
2. [Signature]



R.v.Nandu
Developer



Rohit N. Nandu



[Signature]



[Signature]

RECEIPT

RECEIVED of and from the within named Purchaser/s an aggregate sum of **Rs.5,46,00,000/- (Rupees Five Crore Forty-Six Lakhs Only)** as part payment out of the total Purchase Price of **Rs.5,46,00,000/- (Rupees Five Crore Forty-Six Lakhs Only)** (as per *Annexure 'M'*) on execution hereof for the purchase of the said Flat bearing no. 1104 in Wing B on the 11th floor in the building known as Nivan in the following manner:

WE SAY RECEIVED
For M/s. Jai Mata Di Developers

Robit V. Nandan

Authorized Signatory

Witnesses:

Sham
Nandan

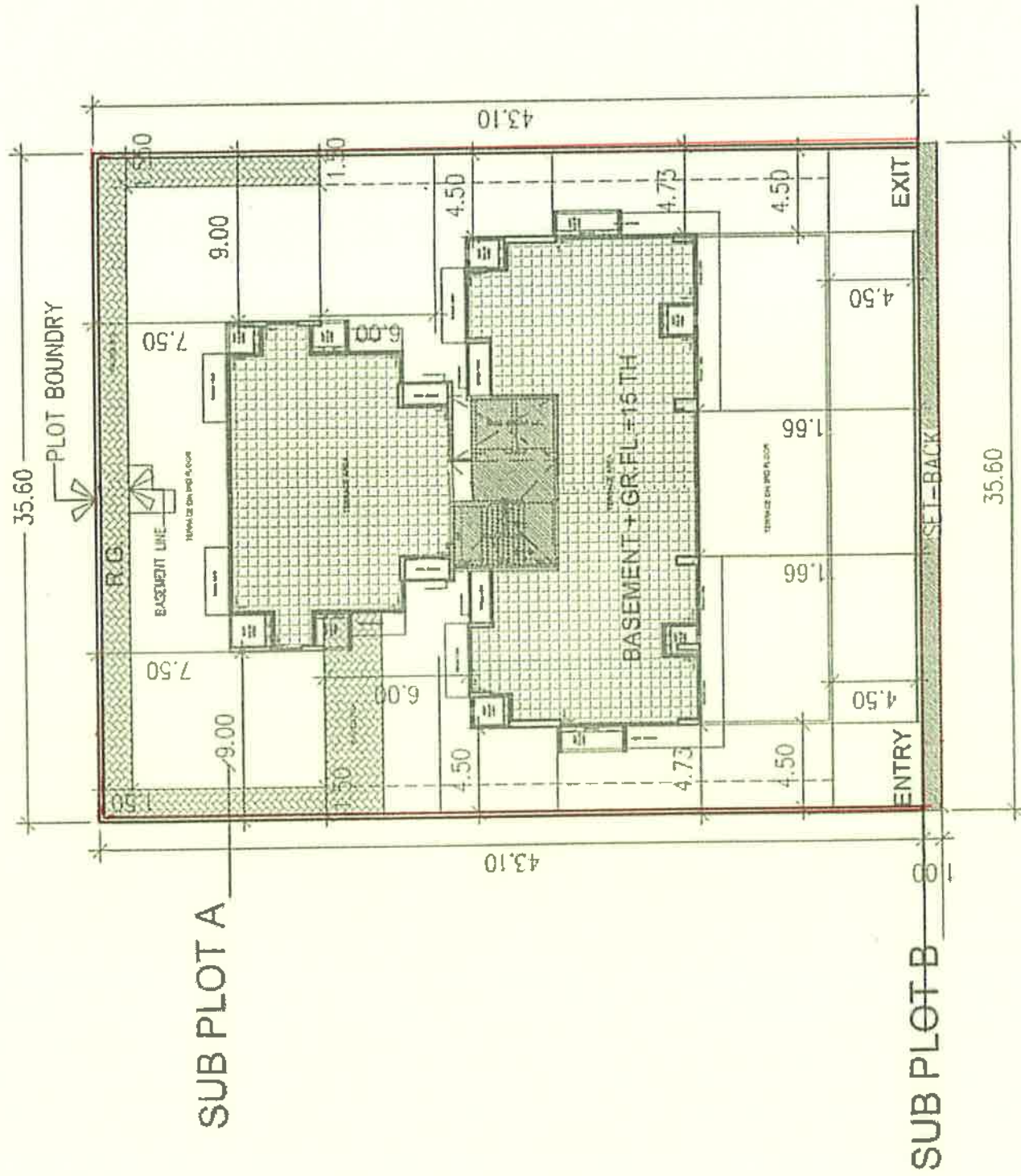


R.V. Nandan
Developer

[Signature]
Purchaser/s



ANNEXURE-A



90'-0" WIDE S.V. ROAD



R.V. Hindu

[Handwritten signature]

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ANNEXURE - B

मालमत्ता पत्रक

विभाग/मौजे -- इ वॉर्ड		तालुका/न.भु.मा.का. -- न.भू.अ.बांद्रा		जिल्हा -- मुंबई उपनगर जिल्हा	
भूमापन क्रमांक / ख.जॉ.नं.	शिट नंबर	प्लॉट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शासनाला दिलेल्या आकरणाची किंवा भाड्याचा तपशील आणि त्याच्या फेर तपासणीची किंवा (किंवा)
E/७५१	E/७५१				
--			sqr.yds. [११०४] चौ.मि. १५१२.०	D	बोंद्रा, संवई

सुविधाधिकार

हक्काचा मुळ धारक
वर्ष १९४८ Government-Revenue Dept. Collector
of Bom.S.Dist.

पट्टेदार

इतर भार

इतर शेर

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक (भा) पट्टेदार (प) किंवा भार (भा)	साक्षात्कृत
३०/०५/१९६९	भा.स.च्या १९५६ च्या वजन मापाचे कायद्यालागत म.रा.स.च्या १९५८ अंमलबजावणी कायदानुसार व भा स च्या नाणें संबंधी कायदानुसार क्षेत्र आकाराचे रूपांतर केले.			सक्षी - वि.निमिषअ. (र)कुलाबा.
०९/१२/२०१५	मा.जमाबंदी आयुक्त आणि संचालक भूमि अभिलेख (म.रा.स.) पुणे यांचेकडील परिपत्रक क्र.ना.भू.१/मि.प./अक्षरी नॉद.२०१५, पुणे दिनांक १६/२/२०१५ व इकडील आदेश क्र.न.भू. बांद्रा (प.)/ फे.क्र. ४७०२ दिनांक ११/२/२०१५ अन्वये मिळकत पत्रिकेवर नमूद अंकी क्षेत्र अक्षरी एक हजार पाचशे व्यापक पूर्णक शून्य दशांश चौ.मी. नमूद केले.			फे.रकर क्र.४७०२ प्रमाणे सक्षी - ९/१२/२०१५ न.भू.अ.बांद्रा

तपासणी करणारा -

खरी नक्कल -

न.भू.अ.बांद्रा

मुंबई उपनगर जिल्हा

पत्रक क्र. १८२८

अर्थ बाबत मि. २०१७/१५

पत्रक क्र. ३३३३

पत्रक क्र. ३३३३

पत्रक क्र. ३३३३

पत्रक क्र. ३३३३

पत्रक क्र. ३३३३

पत्रक क्र. ३३३३



खरी प्रत

न.भू.अ.बांद्रा
मुंबई उपनगर जिल्हा

बदर-९
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ANNEXURE-C



Slum Rehabilitation Authority

5th Floor, Griha Nirman Bhavan,
Bandra (East), Mumbai 400 051. Fax: 022-26
Tel.: 022-26590519 / 0405 / 1879 / 0993
E-mail: info@sra.gov.in

No. SRA/ENG/854/HW/STGL/LOI

To, Date: 1-7 SEP 2006

1. Architect

: Shri. Rajendra Pagnis,
M/s. Pagnis & Pagnis,
4, Anand, 1st floor,
D. L. Vaidya road,
Dadar, Mumbai-400 028

2. Developer

: M/s. Jai Mata Di Developers,
Makwana Apartment, Flat no. 201,
Nanda Park Road, Vileparle (East),
Mumbai-400 057.

3. Society

: Shree Sai Darshan CHS (prop),
96, S. V. Road, Nr. Post Office,
Khar (West), Mumbai- 400 052.

Sub: Proposed Slum Rehabilitation Scheme on plot bearing C.T.S. No. E/754, Khar Village, at S.V. Road, Bandra (West), for 'Shree Sai Darshan CHS (Prop)'.



By direction of CEO (SRA) this office is pleased to issue Letter of Intent to inform you that, your above proposal for S. R. Scheme is considered and principally approved for grant of 2.86 FSI (Two point two eight six FSI) in accordance with clause No.33(1c) & Appendix (IV) of amended D.C. Regulations which shall be allowed to be consumed on the plot.

1. That 22 numbers of PAP tenements shall be handed over to the Slum Rehabilitation Authority as Project Affected Persons, each of carpet area 20.90 sq.mt. at free of cost
2. That the carpet area of rehabilitation tenements shall be certified by the Lic. Officer.

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3. That you shall rehouse the eligible slum dwellers as per the list certified by the Addl. Collector(ENC) for allotting tenements and shop of area mentioned in Annexure-II, free of cost.
4. That you shall register society of slum dwellers to be rehoused under Slum Rehabilitation Scheme.
5. That you shall submit NOC from Government-Revenue Dept., Collector of Bombay Sub. District.
6. 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.
7. That you shall incorporate the clause in the registered agreement with slum dwellers 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).
8. 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 rehoused in the proposed rehabilitation tenements.
9. That you shall bear the cost of carrying out infrastructure works right upto 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 NOC from MCGM/MHADA before demolishing the existing toilet blocks, if any, on the plots.
11. That you shall submit layout and get the same approved before requesting for Commencement Certificate.
12. 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).
13. That the separate PRC of sub divided plot shall be submitted till then development shall be restricted upto the extent of 0.75 of sanctioned



14. 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	Area Sq.mt.
1	Area of the plot / slum	1592.00
2	Area of the plot arrived at for computation of F.S.I.	1592.00
3	Rehabilitation component as per D.C.R.33(10)	2040.848
4	Sale component as per D.C.R.33(10)	2040.848
5	Rehab. Built-up area	1598.415
7	Total Built-up area approved for scheme	3639.263
8	F.S.I. Sanctioned	2.286
10	BUA permissible for sale on plot	2040.848
11	No. of slum dwellers to be re-accommodated	40 nos.
12	Nos. of PAP tenements	22 nos
13	Area of unbuildable reservation / road to be surrendered	35.60
14	Buildable Reservation of Municipal Maternity Home to be surrendered	233.46

15. 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.

16. That you shall accommodate the huts getting cut along the boundary of the plot demarcated by the staff of the City survey office.

17. 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

बदर-९

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affected persons that the same are for rehousing of slum dwellers and project affected persons.

8. That you shall submit the NOC's as applicable from the concerned A.A.& C, H.E., P.C.O., Dy.Ch.Eng. (SWD), Tree Authority, Civil Aviation Authority, Railway Authority, BSES Ltd., in the office of the undersigned before requesting of Approval of plans or at a stage at which it is insisted upon by the concerned Executive Engineer (S.R.A.)
9. 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.
10. 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.
1. That you shall submit the agreements, with photographs of wife and husband on the agreements, with all the eligible slum dwellers before requesting for Commencement Certificate. 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.
2. That you as Architect 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.
3. That the tenements proposed for rehabilitation shall be shown distinctly on the plan to be submitted and should be forwarded to A.A.& C. of concerned ward to assess the property tax.
4. 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 Asst. Registrar of society (SRA) and sitatement 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 Asst. Registrar of Society (SRA) shall be submitted before requesting for occupation permission to the rehab tenements.



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26. That the certificate from the concerned authority shall be obtained and submitted before requesting permission for occupation of the sale building whichever is earlier or within three months of granting O.C.C. to rehabilitation building in the layout as regards verification carried out by Concerned Authority who has issued Annexure-II about allotment rehabilitation tenements to eligible certified slum dwellers.
27. That the lease agreement with land owning Authority shall be executed before asking for occupation permission.
28. That the rehabilitation component of scheme shall include.
- | | | |
|----|-----|--------------------------------------|
| 1. | 18 | Nos of Residential Tenements |
| 2. | 22 | Nos of Commercial Tenements |
| 3. | nil | Nos of Resi-cum-commercial tenements |
| 4. | 22 | Nos of PAP tenements |
| 5. | 01 | Nos of Balwadi |
| 6. | 01 | Nos of Welfare Centres |
| 7. | 01 | Nos of Society Office |
29. That proportionate infrastructure development charges and deposit (Rs.20,000/-per Rehab tenement) in Rehabilitation Component shall be paid as per the modified D. C. Regulation and policy of Slum Rehabilitation Authority.
30. That the physical recreation ground shall be duly developed before asking for Occupation Sale building.
31. 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.
32. That separate P. R. Cards for setback, actually implemented reservation pockets, net plot shall be submitted before asking for Occupation certificate.
33. That you shall construct the built-up premises admeasuring 233.46 sq. mts for the buildable D.P. Reservation of Maternity Home with concurrence of concerned department of M.C.G.M. & same shall be handed over free of cost to M.C.G.M. before requesting for O.C.C. permission for the sale component in the Bldg.
34. That you shall comply the conditions mentioned vide circular no. CHE/GEN-282/DPC dtd 30/12/2002 of MCGM regarding allowing I.T.



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35. 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, than sale area consumed on the plot will be adjusted accordingly so as to keep total consumption of F.S.I. on the plot within 2.50.
36. 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.
37. That the Arithmetical error if any revealed at any time shall be corrected on either side.
38. That this letter of intent shall be deemed to be cancelled in case any of the documents submitted by the Architect or Owner are found to be fraudulent / misappropriated.
39. That you shall pay total amount of Rs. 12,80,000/- towards deposit to be kept with SRA at the rate of 20,000/- per tenement and total amount of Rs. 11,46,470/- i.e. @ Rs.560/- per sq.mt. towards Infrastructural development charges on total BUA sanctioned for the scheme.
40. 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.
41. That this LOI is valid for the period of 03 (three) months from the date hereof. However, if IOA/CC is obtained for any ~~one bldg.~~ ^{one bldg.} of the project then this LOI will remain valid till completion of estimated project period.
42. That you shall display the details such as Annex-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.
- 43a. 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



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to Dy. Collector (SRA)'s office by the C.H. 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.
- 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.

44. That you shall put up bi-lingual sign boards on site and painting of SRA logos on rehabilitation buildings as per guidelines outlined in SRA circular no.64.

45. That you shall obtained the permission for construction of the temporary transit accommodation from the office of C.E.O. (SRA) 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 their existing huts shall be submitted before asking C.C. for Rehab bldg.

46. 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 penalty of Rs. 1000/- per annum for every 100 sq.mtr. of built-up area shall be leviable.



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 D. C. Regulation No.33 (10), in the office of the undersigned.

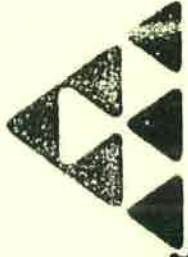
Yours faithfully,

Handwritten signature

Dy. Chief Engineer
Slum Rehabilitation Authority.

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ANNEXURE-D



Slum Rehabilitation Authority

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

No. SRA/ENG/854/HW/STGL/LOI

Date : 25 MAY 2009

1. Architect

Shri Ulhas J. Pagnis
Anand, 1st Floor, D.L. Vaidya Road,
Dadar (W), Mumbai - 400 028.

2. Developers

M/s. Jai Mata Di Developers
Makwana Apartment, Flat No. 201,
Nanda Patkar Road, Vile Parle (E), Mumbai.

3. Society.

Shree Sai Darshan CHS (Ltd.)

Sub : Proposed Slum Rehabilitation Scheme of plot bearing
C.T.S. No. E/751, Khar Village, H/West Ward, S.V.
Road, Bandra (W) for Shree Sai Darshan CHS (Ltd.).

Ref: SRA/ENG/854/HW/STGL/LOI

Sir,

This office is pleased to inform you that with reference to the above mentioned Slum Rehabilitation Scheme on plot bearing CTS No. E/751, Khar Village, H/West Ward, S.V. Road, Bandra (W), Mumbai, this **Revised Letter of Intent** is considered and principally approved for the sanctioned **FSI 2.747** (Two Point Seven Four Seven) in accordance with Clause No. 33 (10) & Appendix - IV of amended D. C. Regulations, out of which maximum FSI of **2.747** shall be allowed to be consumed on the plot, subject to the following conditions.

1. That you shall hand over 34 number of tenements to the Slum Rehabilitation Authority/M.C.G.M. for Project Affected Persons, each of carpet area 25.00 sq.m. free of cost.
The PAP tenements shall be marked as a PAP tenement on doors prominently. After completion of the building, PAP tenements shall be protected by the developer till handing over to the concerned

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2. That the carpet area of rehabilitation tenements and PAP tenements shall be certified by the Licensed Surveyor/ Architect.

3. That the Amenity Tenements i.e. 01 no. Balwadi, 01 no. Welfare Centre, 01 no. Society Office shall be handed over to the slum dwellers society to use for specific purpose only.

4. That you shall rehouse the eligible slum dwellers as per the list certified by the Addl. Collector (Enc./Rem.) by allotting them residential tenements of carpet area of 25 sq.mt. and / or residential-cum-commercial of carpet area of 25 sq.mt. and / or commercial tenements as per the area mentioned in certified Annexure-II issued by Competent Authority or the carpet area of 20.90 sq.mt., whichever is less, free of cost and constructing the same as per building specifications/ norms/building bye-laws.

5. That you shall register society of all slum dwellers to be rehoused under Slum Rehabilitation Scheme and Project Affected Persons (PAP) nominated for allotment of tenements by the Slum Rehabilitation Authority or any other Competent Authority.

6. 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, recreation ground, street lights etc.

7. That you shall incorporate the clause in the registered agreement with slum dwellers and project affected persons that they shall not sell or transfer tenements allotted under Slum Rehabilitation to anyone 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 building, till the permanent tenements are allotted and all be maintained in sound working condition till slum dwellers are re-housed in the proposed rehabilitation tenements.

That you shall obtain the permission for construction of the transit accommodation from Slum Rehabilitation Authority 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 their existing huts shall be submitted before asking C.C. for Rehab bldg.



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per the directives of the Slum Rehabilitation Authority, issued during execution period.

That you shall submit layout and get the same approved before obtaining Commencement Certificate of 1st Rehab Building.

That you shall submit phasewise programme for development of infrastructural works, reservation, amenities etc. in the layout while approving the layout and same shall be developed accordingly. A registered undertaking to that effect shall be submitted. This shall be submitted alongwith layout plan or before issue of C.C. for 1st Rehab Bldg.

13. That you shall not block existing access 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.

14. 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 obtaining C.C. for last 25% of built up area.

15. That you shall get D. P. Road/set back land 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 and free of encumbrances by transferring the 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 obtaining C.C. for the last 25% of built up area approved in the scheme.

16. That you shall handover the buildable reservation and/or built up amenity structure to MCGM and/or user department free of cost before granting CC to the last 25% for Sale BUA of sale building in the scheme and separate P.R. Card with words for the buildable and non-buildable reservation in the name of M.C.G.M. / user Deptt. shall be submitted before obtaining Occupation Certificate for Sale Bldg.

7. That necessary concurrence for planning of maternity home from concerned department of MCGM and/or other user department shall be obtained for planning of buildable reservation and/or amenity open space before asking for approval of IOA of the respective building.

8. That you shall restrict the built up area meant for sale in the open market and built up area of rehabilitation as per the scheme

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The salient features of the scheme are as under:

Sr. No.	Description	Area in Sq. Mt.
1	Total plot area	1592.00
2	Deduction for a) road Setback area b) Reservation if any	35.60
3	Net area of plot	1556.40
4	Deduction for 15% RG (if applicable)	NA
5	Addition for FSI purpose 2(a) above 100%	35.60
6	Total plot area for FSI purpose	1592.00
7	Max. FSI permissible on plot	3.00
8	Max. BUA permissible on plot	4776.00
9	Rehab Built up area (excluding areas under staircase & common passage)	1950.079
10	Common Passage	398.348
11	Amenity structure area	75.072
12	Rehabilitation Component	2423.499
13	Sale Component	2423.499
14	Total BUA approved for the Scheme	4373.578
15	Total FSI sanctioned for the scheme	2.747
16	Sale BUA permissible in-situ	2423.499
17	Total BUA proposed to be consumed in-situ	4373.578
18	FSI proposed to be consumed in-situ	2.747
19	TDR generated in scheme	Nil
20	No. of slum dwellers to be accommodated (18-R, 0-R/C& 22-C)	40 Nos.
21	No. of PAP generated in scheme	34
22	Road Setback area to be handed over to MCGM free of cost	35.60
23	Buildable Reservation for Maternity Home	233.46

19. That you get the plot boundaries demarcated from concerned authority before starting the work as per D.C. Regulation No. 38 (27), prior to commencing the building work and the compound wall shall be constructed on all sides of the plot clear of the road side drain without obstructing flow of rain water from adjoining holding, to prove possession of holding in phase programme as per removal/cleaning of structures on plot before requesting C.C of sale building.

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That you shall get the plans approved for each building separately with due mention of the scheme of Rehabilitation of plot under 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 rehousing 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.

22. That you shall submit the NQCs as applicable from the following concerned authority in the office of Slum Rehabilitation Authority before requesting of approval of plans or at a stage at which it is insisted upon by the concerned Executive Engineer

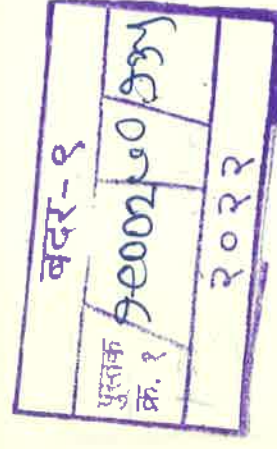


- (1) A.A. & C H / West Ward
- (2) H.E.
- (3) C.F.O.
- (4) Tree Authority,
- (5) Dy. Ch. Eng. (SWD) W.S.
- (6) Dy. Ch.E. (S.P.) (P & D)
- (7) Dy.Ch.Eng. (Roads) W.S.
- (8) P.C.O.
- (9) B.S.E.S / Reliance Energy
- (10) Civil Aviation Authority
- (11) MTNL, Mumbai

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 / property owners or otherwise.

24. That you shall submit the Agreements of at least 70% of eligible slum dwellers with the photographs of wife and husband on each of the agreements before requesting for Commencement Certificate and the name of the wife of the eligible occupier of hut shall be incorporated with joint holder of the tenement to be allotted in the 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 Slum Rehabilitation Authority and you shall submit regularly progress report to the Slum Rehabilitation Authority along with photographs and certificate showing the progress of the construction work on site achieved as per approved phased programme. Even if the progress is nil, report shall be submitted by the Architect stating reasons for delay.



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26. That the tenements proposed for rehabilitation and for PAP shall be shown distinctly on the plan to be submitted and should be forwarded to A.A.& C. of concerned ward to assess the property tax.
27. That the possession of the residential 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 Govt. have been cleared. Demolition of the Transit Camp shall be carried out before obtaining the Occupation Certificate to the Sale Bldg.
28. That the lease agreement with the land owning Authority shall be executed before obtaining for occupation permission to sale building in the scheme.
29. That the rehabilitation component of scheme shall include.

a)	18	Numbers of Residential tenements
b)	22	Numbers of Commercial tenements
c)	Nil	Numbers of R/Commercial
d)	01	Numbers of Balwadi
e)	01	Numbers of Welfare Centre
f)	01	Numbers of Society office
g)	34	Numbers of PAP

Amenity tenements to be handed over to Society and Society to use for specific purpose only.



30. That the layout Recreation Ground shall be duly developed before occupation of sale building.

That the quality and workmanship of construction work of each building the layout shall be strictly monitored by concerned Architect. Site supervisor / Structural Engineer and report on quality of work carried out shall be submitted by Architect with test results as and when required by Executive Engineer (SRA) and at the stages of obtaining plinth C.C., further C.C., occupation to the buildings in the scheme.

32. That separate P.R. Cards in words duly certified by Superintendent of Land Records for D.P. road / set back / D.P. reservation/net plot shall be obtained and submitted before obtaining C.C. to last 25% of Built-up Area in the scheme.

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/ City Survey Office, then sale area consumed on the plot will be adjusted accordingly so as to keep total consumption of F.S.I. on the plot within 2.747.

That No objection Certificate from respective Land Owning Authority i.e. Collector shall be obtained within one month from approval of S.R. Scheme as per clause No 2.8 of DCR 33 (10).

That necessary formality for executing lease agreement shall be initiated by COLLECTOR of Mumbai Suburban District for leasing the plot and lease documents shall be executed.

16. This Letter of Intent gives no right to avail of extra FSI granted under D.C.Regulation 33 (10) upon land, which is not your property.

17. That the Arithmetical error if any revealed at any time shall be corrected on either side.

18. That this letter of intent shall be deemed to be cancelled in case any of the document submitted by the Architect / Developer or Owner are found to be fraudulent / misappropriated.

19. That you shall pay total amount of Rs. 15,20,000/- towards deposit to be kept with Slum Rehabilitation Authority at the rate of 20,000/- per tenement as decided by the authority and total amount of Rs. 15,58,000/- (i.e. @ Rs. 560/- (Suburb) per sq.mt.) towards Infrastructural Development charges.

20. 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.

1. 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 block of the project then this LOI will remain valid till completion of estimated project period.

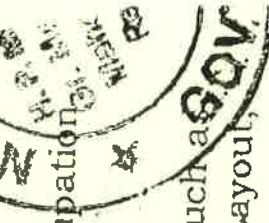
2. That you shall re-house all the additional tenement dwellers if declared eligible in future by the competent Authority by amending plans wherever necessary.

3. 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



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Registrar (SRA) shall be submitted before requesting for occupation permission of respective rehab tenements.

44. That you shall bear the cost towards displaying the details such as Annexure - II, date of issue of important document like LOI, Layout, C.C., O.C.C. on SRA website.

45. The owner/Developer shall display the name at site before starting of the work giving the details such name, address and contact no. of owner/Developer, Architect, Structural Engineer, Approval No. & Date of LOI, Layout & IOA.

46. That you shall display bilingual sign boards on site and painting of SRA Logo on rehab buildings as per Circular No. SRA/Admn/Circular No. 64/569/2004 dtd. 14/10/2004.

47. That the rain water harvesting system should be installed/provided as per the 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 all the time, failing which penalty of Rs.1000/- per annum for every 100 sq.mt. of built-up area shall be levied.

8. a) That copy of Annexure - II shall be displayed by the society of slum dwellers on the notice board of society for the period of 30 days and shall be easily accessible to the staff of SRA for inspection. Intimation of the same shall be given to the office of Dy. Collector (SRA) three days before the date of display. In case of non-compliance of above condition the Society/Developer shall be held responsible and liable for suitable action as deemed fit.

b) Any signed copy and soft copy of Annexure - II shall be submitted to the Dy. Collector (SRA) by the Co-operative Housing Society/Developer before display of Annexure - II on site.

Any slum dwellers held not eligible by the Competent Authority to make any changes shall apply within one month of the Letter of Intent to the competent authority with supporting documents, failing which no claim of whatsoever nature shall be entertained.

c) That you shall give wide publicity for the approval of S. R. scheme in atleast one local Marathi & English newspaper and proof thereof shall be submitted to this office.



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25 MAY 2009

49. The Developer/Society shall pay premium at the rate of 25% in terms Ready Reckoner as per the Govt. notification issued u/no. TPB/4308/897/CR-145/08/UD-11 of 16/04/2008 in respect of Slum Rehabilitation scheme being undertaken on land belonging to Govt. Land/Municipal Land/MHADA Land and as per the stages as mentioned in the Circular No. SRA/ENG/85 dtd. 12-6-2008.

That you shall submit registered undertaking for payment for difference in premium paid and calculated as per the revised land rate.

51. That if the IOA/CC are not obtained within stipulated validity period then the developer/society is liable to pay compound interest in respect @ 10% on amount payable.
52. That the conditions mentioned in certified Annexure II issued by Addl. Collector (Enc/Rem.) W.S. u/No. अजि. / अति. / यु.२ / कक्ष-६/ ३३(१०)/एस आर. २५/०३ दि. १०.०४.०३ shall be complied and compliances thereof shall be submitted to this office.
53. That you shall be appoint Third Party Quality Auditor if more than one building in the layout is proposed with prior approval of Dy.Ch.Eng. (S.R.A.) / E.E. (S.R.A.) for implementation / supervision of S.R. Scheme.
54. That the existing stand post water connections in the scheme shall be disconnected after demolition of respective hutment and all the dues shall be paid and cleared.
55. That you shall make payment in respect of the depreciated cost of any toilet block(s) existing in the slum plot to the Municipal Corporation of Greater Mumbai through Ch. Eng. (MSDP), if the same is required to be demolished for development under SRA.
56. That you shall submit the F.C. (SRA)'s NOC as per Circular No. 87 dtd. 19/06/2008 before issue of IOA of 1st building.
57. That IOA for first rehab building will be granted after compliance of Condition No. 48 A.
58. That the vetting of AHU areas proposed shall be submitted from Ch. Eng. (M & E) of MCGM before asking for C.C. to Sale Wing and completion certificate from them after installation of AHUs shall be asking OCC to Sale Wing.



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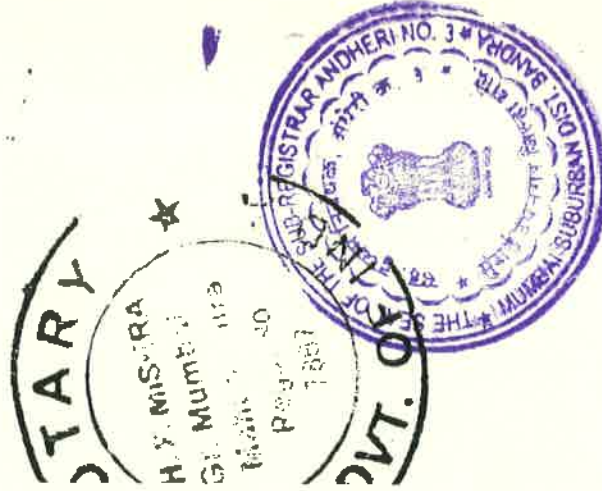
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59. That you shall comply the condition mentioned vide Circular No. CHE/GEN/282/DPC dtd. 30-12-2002 of MCGM regarding allowing I.T. user.
60. That the registered undertaking from the developer shall be submitted that the basement shall not be misused and shall be exclusively used for car parking, A.C. plant room and U.G. Tank before asking for C.C. of Rehab Bldg.
61. That the NOC from Chief Engineer (M & E), Executive Engineer (T & C) and CFO for mechanical stack parking and light, ventilation for basement shall be submitted before C.C. of Rehab Bldg.
62. That the individual consent from commercial rehab tenants for occupying rehab commercial tenements at first floor level shall be submitted before C.C. of Rehab Bldg.

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 D.C. Regulation No. 33 (10), in the office of the undersigned.

Yours faithfully,

Deputy Chief Engineer
Slum Rehabilitation Authority



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ANNEXURE-E-1



श्रीपद्मेश्वरी पुनर्वासन प्राधिकरण, मुंबई

५ वा मास, गृहनिर्माण धन,
बॉर्ड (पूर्व), मुंबई - ५९, फंडा :- ९९-२२-२६५९०४५
दस्तावेज :- ०२२-२६५९०४५९/०४०५/१८७९/०९९३

दिनांक : २०/०५/२००९

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Premium (25% Land Rate)

33710) N.S.

या कारणास्तव खाते रु. ६००१०६८४३८३ याची फिकाल आमती आहे.

प्रकार क्रमांक : H-W/ST/COVT/0017/2004/0124

प्लॉट नं. E/751, W.D. Khan, S.V. Road, Bandra (W)

दिनांक : २०/०५/०९

वर्तमान क्रमांक : ७२७८ दि. २०/०५/०९

शेता : अहिनागडा (पुणे)

Subject to Registration

Accounts Officer,
Mumbai



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श्री/श्रीमती/पं. जय माता Di Developers

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१२.१३.१४ के लिए जारी किया गया।
 १२.१३.१४ के लिए जारी किया गया।

पानादेश / टी.टी. / पे. आ. / इमांक : ०४०३२६ -

60/90/88 : 21.12

60/90728-1st : 60/90728-1st
Bombar Marine Co-op. Ltd. : 60/90728-1st

தொடர் : 1515

श्रीमन्महर्षि गुरुदेव नमः, श्रीगुरुदेव, कृति

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Subject to Re

Accounts Officer,
The Central Bank of India



बदर-९	पुस्तक क्र. १	२०२२
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मूळ वत



श्रीपद्मदेवी पुनर्वसन प्राधिकरण, मुंबई

५ वा मजला, गुरुदत्तमार्ग मध्य,

पॉस्ट (पूर्व), मुंबई - ५९, फोन :- २२-२२५५०४५०

टेलीफोन :- ०२२-२२५५०४५९/०२०५/१८०९/०९९३

दिनांक : १६/०९/०९.

प्राप्तकर्ता रु. १,१५,८९,७६०/-

श्री/श्रीमती/महोदय :-

ONE CRABE FIFTEEN LAKHS EIGHT NINE THOUSAND. Dues :-

35% Premium

(आपकी रूपरेखा)

Numbered & KYC only -

या कारणास्तव खाते रु. ६००/६६८५३३ सोबत मिळाले आपापसी आहे.

Blue Jay @ Mumbai

CHS.

प्रस्ताव क्रमांक :-

६/७५१ १६१५८५३३

खाते क्रमांक :-

६१६०२२

खाते क्रमांक :-

८५८१ - १६/९/०९

खाते क्रमांक :-

श्रीपद्मदेवी पुनर्वसन प्राधिकरण, मुंबई कोरपो

Accounts Officer,

तेलुगुल्लुम मल्लिकार्जुन राव गुरुदत्तमार्ग

Mumbai

* खातेपुनर्बांधणी करीत ही प्राप्ती प्राप्त झाल्याने संदर्भ

रु. १,१५,८९,७६०/-



बंदर-९	२००२/०८/१३	२०२२
प्रसिद्ध	क्र. १	

ANNEXURE-F



SLUM REHABILITATION AUTHORITY

No.SRA/ENG/854/HW/STGL/LOI
No.SRA/ENG/1727/RC/PL/LOI

Date : 10 JUN 2016

REVISED LOI

TO,

Scheme-1

Architect:

Mr. Manoj Vishwakarma of M/s. DOT Architects
Gr. floor, Sharad Sangeet Vidyalaya,
M.K. Marg Kalanagar, Bandra (E),
Mumbai 400 051.

Developer:

M/s. Paradigm Real Estates LLP
Jointly with M/s. Shree Sai Taj Developers.
G-52, 2nd floor, Roop Mangal,
16th Road & Main Avenue,
Santacruz (W), Mumbai -400 054.

Scheme-2

Architect:

Shri Ulhas J. Pagnis.
Anand, 1st floor, D.L. Vaidya Road,
Dadar (W), Mumbai- 400 028.

Developer:

M/s. Paradigm Real Estates LLP
Jointly with M/s. Jai Mata Di Developer
G-52, 2nd floor, Roop Mangal,
16th Road & Main Avenue,
Santacruz (W), Mumbai -400 054.

Society:

- 1). Shree Sai Aishwarya CHS Ltd
- 2). Shree Sai Darshan CHS Ltd

Sub: Clubbed LOI for Proposed S.R. Scheme on land bearing C.T.S. No. 384, 384/8 to 41, 384/48 to 62 of Village Kanheri, Taluka Borivali at Borivali (E), Mumbai for "Shree Sai Aishwarya CHS Ltd" and proposed S.R. Scheme on land bearing C.T.S No. E/751, Khar Village, at S. V. Road, Bandra (W), Mumbai, for "Shree Sai Darshan CHS Ltd"



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 clubbed LOI is issued in continuation with earlier LOI issued under number SRA/ENG/1727/RC/PL/LOI on 01/12/2009 "for Shree Sai Aishwarya CHS Ltd & revised LOI issued under number SRA/ENG/854/HW/STGL/LOI on 25/05/2009 for "Shree Sai Darshan CHS Ltd" & scheme parameter stands modified with respect to the conditions mentioned herein as under.

Administrative Building, Anant Kanekar Marg, Bandra(E), Mumbai- 400051

Tel.: 022-26565800/26590405/1879 Fax : 91-22-26590457 Website : www.sra.gov.in E-mail : info@sra.gov.in

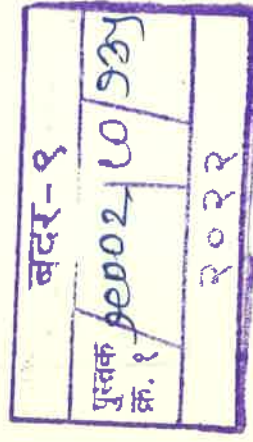


Note: All the other conditions mentioned in earlier LOI is intact & shall be complied alongwith following additional conditions:

1. That you shall restrict the built up area meant for sale in the open market and built up area of rehabilitation as per salient feature annexed herewith.

The salient features of the scheme are as under:

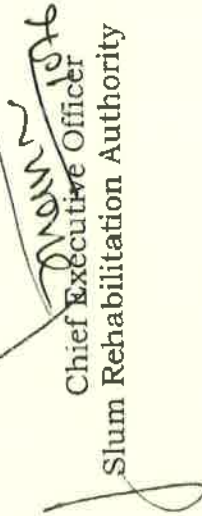
Sr. No.	Description	Shree Sai Aishwarya CHS Ltd	Shree Sai Darshan CHS Ltd
1.	Plot area	1555.97	1592.00
2.	Deductions		
	a. Road set back area (100%) b. reservation if any	31.10	35.60
3.	Total (a + b)	31.10	35.60
4.	Net plot area (1-3)	1524.87	1556.40
5.	Addition for FSI Purpose (2a + 2b)	31.10	35.60
6.	Total area for FSI computation	1555.97	1592.00
7.	F.S.I. permissible	3.00	3.00
8.	Built up area permissible	4667.91	4776.00
9.	Rehab Built area Proposed	2093.31	1811.04
10.	Area under Balwadi, Welfare Center, Society Office, Common passage	521.93	1082.81
11.	Rehab Component proposed	2615.24	2893.85
12.	Sale component Permissible	2615.24	2893.85
13.	Rehab BUA after clubbing	3035.63 (2093.31 + 942.32) (Receiving 34 PAP BUA)	868.72 (1811.04 - 942.32) (Transfer of 34 PAP BUA)
14.	Sale component after clubbing	1601.81 (2615.24 - 1013.43)	3907.28 (2893.85 + 1013.43)
15.	Total built up area sanctioned for the project (13+14 after clubbing)	4637.44	4776.00
16.	Total FSI Sanctioned for the project (15/6)	2.98	3.00
17.	Sale BUA Permissible in-situ	1601.81	3907.28
18.	Spill over TDR generated u/section 33(10)-(13-6)	Nil	Nil
19.	BUA of Maternity Homes	--	233.46
20.	No. of tenements to be re-accommodated	56	40
21.	No. of PAP	59 (25 + 34)	Nil (34 - 34)



2. That you shall pay difference in Ready Recknor rate of 34 NOS of PAP tenements having BUA 942 Sq.mt. as per circular no. 165 before OC to sale wing of composite bldg of "Shree Sai Darshan CHS Ltd".
3. That you shall install C.C.T.V. cameras on site with its real time relay/display on real time basis at SRA office in co-ordination with I.T. Officer(SRA).
4. That the Developer shall take adequate measures for safety like barricading, safety nets etc. depending upon stage at work and Developer/his concerned technical persons shall be responsible for same.
5. That you shall pay Rs.10/- (Rupees Ten only) per sq. feet of rehab constructed area inclusive of rehab component & staircase, lift, passage, stilt area etc. for the Structural Audit as per circular no.138 before issue of Occupation Certificate of rehab building.
6. That the defect liability period for rehab/composite building will be 3 years from the date of obtaining OCC and any repairs/rectification required during this period will be done by the developer as per circular no.108. The bank guarantee and deposits of the developer will be withheld till the completion of the defect liability period of rehab/composite building.

If applicant Society/Developer/Architect is 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,

 Chief Executive Officer
 Slum Rehabilitation Authority

बदर-९	
पुस्तक क्र. १	१००२/१९७३
२०२२	

ANNEXURE-G



SLUM REHABILITATION AUTHORITY

No.: SRA/ENG/1827/HW/STGL/AP

Date : 10 APR 2017

To,
Shri. Manoj Vishwakarma,
of M/s. DOT Architects,
Gr. Floor, Sharda Sangeet Vidyalaya,
M.K. Marg, Kala Nagar,
Bandra (E), Mumbai 400051.

Subject: Amended IOA to Sale wing B of composite bldg on plot bearing T.S
No. E/751, Khar Village, at S.V. Road, Bandra (W), Mumbai known as
"Shree Sai Darshan SRA CHS Ltd".



Ref: Your letter dtd. 27/02/2017.

Gentleman,

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

1. That all the conditions mentioned in revised LOI under no. SRA/ENG/854/HW/STGL/LOI dtd.25/05/2009 shall be complied.
2. That all the conditions mentioned in clubbed LOI under no. SRA/ENG/854/HW/STGL/LOI & SRA/ENG/1727/RC/PL/LOI dtd.10/06/2016 shall be complied.
3. That all the conditions mentioned in IOA under no. SRA/ENG/1827/HW/STGL/AP dtd 26/06/2009 shall be complied.
4. That all the conditions mentioned in amended IOA u/no. SRA/ENG/1827/HW/STGL/AP dtd 31/01/2014 shall be complied.
5. That all the conditions mentioned in amended IOA u/no. SRA/ENG/1827/HW/STGL/AP dtd 10/06/2016 shall be complied.
6. That all the conditions mentioned in amended IOA u/no. SRA/ENG/1827/HW/STGL/AP dtd 20/02/2017 shall be complied.

Administrative Building, Anant Kanekar Marg, Bandra (E), Mumbai- 400051
Tel.: 022-26565800/26590405/1879 Fax : 91-22-26590457
Website : www.sra.gov.in E-mail : info@sra.gov.in



7. That the revised RCC design drawing and calculation from licensed structural Engineer as per amended plans.
8. That the final plan shall be mounted on canvas before asking for O.C.C

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

Yours faithfully


10/4/17

Executive Engineer-
Slum Rehabilitation Authority



बंदर-९	
पुस्तक क्र. १	२००२/७३
२०२२	

ANNEXURE-H

SLUM REHABILITATION AUTHORITY

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

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

No. SRA/ENG/1827/HW/STGL/AP. 2 4 SEP 2009
COMMENCEMENT CERTIFICATE

To,

M/s. Jai Matadi Developer,

Makwala Apartment, Flat No.201,
Nanda Patkar Road, Vile-Pare (E),
Mumbai-400 057.

Sir,

With reference to your application No. 4803

dated 04/01/2008 for Development
Permission and grant of Commencement Certificate under section 44 & 69 of the Maharashtra Regional 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. E/751 of village Khar T.P.S. No.
ward H/W situated at 31 S.V. Road, Khar (W), Mumbai

The Commencement Certificate/Building Permit is granted subject to compliance of mentioned
in LOI/UR No. SRA/ENG/754/HW/STGL/LOI dt. 25/05/2009
IOA UR No. SRA/ENG/1827/HW/STGL/AP dt. 25/06/2009
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 S.B. AHIRRAO

Executive Engineer to exercise his powers and functions of the Planning Authority under section 45 of the said Act.

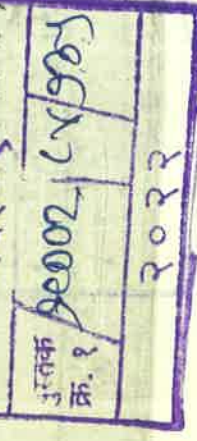
This C.C. is granted for work up to top of basement of Composite Building.

For and on behalf of Local Authority
The Slum Rehabilitation Authority

(Signature) 24/9/09

Executive Engineer (SRA) III
FOR

CHIEF EXECUTIVE OFFICER
(SLUM REHABILITATION AUTHORITY)



SPR/ENG/1827/HW/STGL/AP.

17 FEB 2011

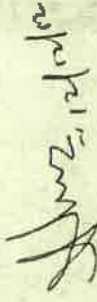
This C.C. is now valid and further extended for the entire work of rehab wing 'A' i.e. Basement + Ground + 1st to seventh upper floors + L.M.R. + O.H.T. as per approved plans dated 26.06.2009.



Dy. Ch. Engineer
Slum Rehabilitation Authority

12 DEC 2012

This C.C. is further granted for entire Ground & 1st to 3rd upper floors of Sale wing 'B' as per approved plan dt- 26th 2009.



Dy. Ch. Engineer
Slum Rehabilitation Authority

SPR/Eng/1827/HW/STGL/AP

13 APR 2014

This C.C. is reendorsed as per the amended plans dt. 31/01/2014 for the composite bldg. and further extended upto part 6th upper floor i.e. only for refuge area and Fitness Center on 6th floor of Sale wing 'B'.



SPR/ENG/1827/HW/STGL/AP

13 JUN 2016

This CC is reendorsed as per the amended plan dt 10/06/2016 for the composite bld and further extended upto top of 3rd level (ie Service floor) for the rear side of Sale wing 'B'.



Dy. Ch. Engineer
Slum Rehabilitation Authority



Dy. Ch. Engineer
Slum Rehabilitation Authority

बदर-९	पुस्तक क्र. १	2022
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SRA/ENG/1827/HW/STAL/AP = 1 OCT 2016

This C.C. is further extended for front portion of 3 BHK flat as marked in plan at page C-1011 for 8th to 10th and 11th part upper floor of sale wing 'B' of composite building as per the approved amended plan dated 10/06/2016.


30/9/16
Executive Engineer
Slum Rehabilitation Authority

SRA/ENG/1827/HW/STAL/AP 11 APR 2017

This C.C. is endorsed as per last amended Plan dated 10/04/2017 for Sale wing 'B' of Composite building And this C.C. is further extended for rear portion of 2 BHK flats as marked in plan at page 1501 for 4th to 10th floor + balance 11th part floor + 12th and 13th full floor AND RCC framework for 14th and 15th floor + LMR + OHT as per amended plan dated 10/04/2017.




11/4/17
Executive Engineer
Slum Rehabilitation Authority

वदर-९
पुस्तक क्र. १
१००२८३७३५
२०२२

ANNEXURE -I



SLUM REHABILITATION AUTHORITY

No.: SRA/ENG/1827/HW/STOL/AP

Date :

26 FEB 2020

To,

Developer:

M/s. Paradigm Real Estates LLP Jointly with
M/s. Shree Sai Taj Developers.
G-52, 2nd floor, Roop Mangal,
16th Road & Main Avenue,
Santacruz (W), Mumbai -400 054.

Subject: Full OCC to Sale wing 'B' of composite bldg in the S.R. Scheme
on plot bearing C.T.S.No. E/751, Khar Village, H/West
S.V.Road, Bandra (W), Mumbai, known as 'Shree Sai
SRA CHS Ltd'.



Ref: Your letter dtd. 20/01/2020.

Sir,

The Development work of Sale wing 'B' of composite bldg on plot bearing C.T.S.No. E/751, Khar Village, Ground +1st to 2nd upper floors for rehab commercial + 3rd service floor + 1st to 15th residential upper floors on plot bearing C.T.S No. E/751, Khar Village, H/West ward, at S.V. Road, Bandra (W), Mumbai, known as 'Shree Sai Darshan SRA CHS Ltd' has been completed under the Supervision of Architect Shri. Manoj Vishwakarma of M/s.DOT Architects, Lic.no.CA/2004/33829. Structural Engineer Smt. Vibha V. Samant, Lic.No. BMC/ STR/D/78 & Site Supervisor Shri. Kamlesh V. Gurav, G/203/SS-1 may be occupied under the following conditions:-

1. That this full occupation permission is granted for the balance floor i.e. entire 6th floor, flat no. 601, 602, 603, 604 of sale wing 'B' of composite building in continuation with earlier approved part OCC dt.25/06/2019. Therefore total 45 numbers of residential T/s are granted permission for occupation.
2. That the certificate under Section 270A of BMC Act shall be submitted.
3. That you shall pay all dues of MCGM and other authorities.

Administrative Building, Anant Kanekar Marg, Bandra (E), Mumbai - 400052	
Fax: 25590405/1879 Fax: 91-22-26590457 Website: www.sra.gov.in E-mail: info@sra.gov.in	
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4. That you shall comply the balance LOI/IOA conditions before requesting BCC of sale building in the S.R. Scheme under reference & requesting OCC to sale wing 'C' of composite bldg of "Shree Sai Aishwarya SRA CHS Ltd (SRA/ENG/1727/RC/PL/LOI)"

5. That you shall execute lease Agreement with MCGM for leasing the plot and lease documents shall be submitted before BCC.

6. That you shall handover fitness center to registered Sale Society.

A set of completion plans is returned herewith.

Note: This permission is issued without prejudice to action, if any, under M.R. & T.P. Act.

Yours faithfully

— Sd —

Executive Engineer
Shum Rehabilitation Authority

Copy to:

1. Architect: Shri Manoj Vishwakarma of M/s. DOT Architects
2. Society: Shree Sai Darshan SRA CHS Ltd.
3. Assistant Municipal Commissioner: 'H/W' Ward, M.C.G.M.
4. Executive Engineer R/C ward / SRA
5. A.E. W.W. (H/W) Ward of M.C.G.M.
6. A.A. & C. (H/W) Ward of M.C.G.M.
7. I.T. Section (SRA).
8. F.C.(SRA)
9. ARS (SRA)

For information please.




Executive Engineer
Shum Rehabilitation Authority

बदर-९	१००२	८८/१३५
क्र. १		
		२०२३

ANNEXURE-I1



SLUM REHABILITATION AUTHORITY

No.: SRA/ENG/1827/HW/STGL/AP

Date: 10 APR 2017

To,
Shri. Manoj Vishwakarma,
of M/s. DOT Architects,
Gr. Floor, Sharda Sangeet Vidyalaya,
M.K. Marg, Kala Nagar,
Bandra (E), Mumbai 400051.

Subject: Part Occupation for Sale Wing B of composite building on plot bearing C.T.S No. E/751, Khar Village, at S.V. Road, Bandra (W), Mumbai for "Shree Sai Darshan SRA CHS Ltd".

Ref: Your letter dtd. 27/02/2017.

Sir,

The Development work of Sale Wing "B" of Composite bldg comprising of Ground to 2nd upper floors on plot bearing C.T.S No. E/751, Khar Village, at S.V. Road, Bandra(W), Mumbai for "Shree Sai Darshan SRA CHS Ltd". has been completed under the Supervision of Architect. Shri. Manoj Vishwakarma of M/s. DOT Architects, License no. CA/2004/33829. Structural Engineer Vibha V. Samant, Lic. No. BMC/STR/D/78 and Site Supervisor Shri. Kamlesh V. Gurav. G/203/SS-1 may be occupied under the following conditions:-

1. That this part Occupation permission to sale wing "B" of composite bldg from Ground to 2nd upper floors for 22 numbers of rehab commercial t/s and 09 numbers of sale commercial.
2. That the certificate under Section 270A of Maharashtra Building Act shall be submitted.
3. That you shall comply the balance LOI/IOE conditions before requesting building completion certificate or OCC of sale building the S.R. Scheme under reference.
4. That you shall pay all dues of MCGM and other authorities.



Administrative Building, Anant Kanekar Marg, Bandra(E), Mumbai- 400051 Tel. : 022-26565800/26590405/1879 Fax: 91-22-26590457 Website : www.sra.gov.in mail : info@sra.gov.in



5. The layout R.G. shall be developed before requesting for occupation of sale building.
6. That the changes proposed shall be shown on canvas before asking for full O.C.C.

A set of completion plans is returned herewith.

Note: This permission is issued without prejudice to action, if any, under M.R.&T.F. Act.

Yours faithfully

-r Sol-

Executive Engineer-
Slum Rehabilitation Authority

Copy to:

1. Developers: M/s. Paradigm Real Estates LLP
Jointly with M/s. Jai Mata Di Developers.
2. Society: Shree Sai Dharshan SRA CHS Ltd.
3. Assistant Municipal Commissioner: "H/W" Ward. M.C.G.M.
4. A.E. W.W. (H/W) Ward of M.C.G.M.
5. A.A. & C. (H/W) Ward of M.C.G.M.
6. I.T. Section (SRA).
7. F.C.(SRA)
8. A.R.S. (SRA)

For information please.



10/4/17
Executive Engineer-
Slum Rehabilitation Authority

बदर-९	
पुस्तक क्र. १	१०००२/२०१३३
२०२२	

ANNEXURE- J



SHIRALKAR & CO

ADVOCATES AND SOLICITORS

Fort Office: 16, Bansilal Mansion, 1st Floor, 11, Homi Modi Street, Fort, Mumbai- 400001. Tel.: 2264 4335/36/2262 6250 Fax: 2264 4337
email: shiralka@mtni.net.in, shiralkarvivek@gmail.com

TO WHOMSOEVER IT MAY CONCERN

I. DESCRIPTION OF THE PROPERTY

All that piece and parcel of land bearing CTS No.E/751, admeasuring about 1592.0 sq. metres and lying, being and situate at village Khar Taluka Bandra and within the Registration District and Sub-District of Mumbai Suburban and within H (West) Ward, S.V. Road, Bandra (West), Mumbai (hereinafter referred to as the said Property).

II. DOCUMENTS

We have perused photocopies of the following documents:-

- ✓ 1. Copy of Development Agreement dated 4th November 2003 executed by and between the Promoters of Shree Sai Darshan SRA Co-operative Society (proposed) of the One Part and M/s Jai Matadi Development Part.
- ✓ 2. Copy of Annexure-I dated 10th April 2003 issued by the SK
3. Copies of Letter of Intent (LOI) dated 7th September 2006 and Revised Letter of Intent No. SRA/ENG/854/IHW/STGL/LOI dated 25th May 2009 issued by the SRA.



4. Payment Receipts of the SRA premium aggregate of Rs.3,31,13,600/- (Rupees Three Crores Thirty One Lakhs Thirteen Thousand Six Hundred only) paid by M/s Jai Matadi Developers during 2009.
5. Copy of Certificate of Registration of the Shree Sai Darshan (SRA) Co-operative Housing Society (hereinafter referred to as the said Society) dated 28th December 2006 under Serial No.MUM/SRA/HSG/(T.C.)/ 11244/2006.
6. Copies of resolution dated 25/03/2010 passed by the Society after its incorporation ratifying and confirming the Development Agreement dated 4th November, 2003.
7. Copy of Deed of Modification and Clarification dated 12th May, 2010.
8. Copies of Property Register Card in respect of the said property.
9. Search Report dated 29th March, 2010 of Searches carried out by Mr. Pradeep Waghmare, Search Clerk for the period starting from 1981 to 2010.

III. DEVOLUTION OF TITLE & DEVELOPMENT AGREEMENT AND

PERMISSIONS:



The said Property belongs to the State of Maharashtra.

The said Property has been encumbered by various slum dwellers and since the last many years and the said Slum is a censused slum.



3. All the eligible slum dwellers had organized themselves into a Proposed Co-Operative Society namely Shree Sai Darshan SRA Co-operative Housing Society.

4. Thereafter, by and under a Development Agreement dated 4th November 2003, which is not registered executed by and between the Promoters of the said Shree Sai Darshan SRA Co-operative Housing Society (Proposed) of the One Part and Jai Matadi Developers of the Other Part, Promoters of the Society granted development rights in respect of the said Property to M/s Jai Matadi Developers.

5. In pursuance of the said Agreement the said M/s Jai Matadi Developers submitted a Scheme of development as contemplated under the aforesaid Regulation 33(10) of Development Control Regulation of Greater Mumbai 1991 with Slum Rehabilitation Authority.

6. The said property belongs to the Government of Maharashtra and Slum Rehabilitation Authority had by its letter dated 19th May 2009 had called upon M/s Jai Matadi Developers to pay premium of Rs.3,31,13,600/- for call for allotment of Three Crores Thirty One Lakhs Thirteen Thousand Six Hundred and Sixty Six of the said Slum Rehabilitation Scheme on the Government Matadi Developers have paid in three installments.



7 Pursuant to the submission of the Scheme of development of the Slum Rehabilitation Authority the SRA has issued Annexure-II dated 10th April 2003 in respect of the said Property in favour of M/s Jai Matadi Developers.



8. Required number of slum dwellers have given their consent and executed agreements in favour of M/s. Jai Matadi Developers.
9. Thereafter, Slum Rehabilitation Authority issued a Letter of Intent bearing No. SRA/ENG/854/HW/STGL/LOI. dated 7th September 2006 in respect of the said Property which was further revised and the SRA has issued a Revised Letter of Intent No. SRA/ENG/854/HW/STGL/LOI dated 25th May 2009 in favour of the said Society and wherein the said M/s Jai Matadi Developers are shown as Developers.
10. Thereafter the said Society has been registered under the provisions of the Maharashtra Co-operative Societies Act 1960 on 28th December 2006 under Serial No.MUM/SRA/HSG/(T.C.)/ 11244/2006.
11. The said Society has . after its incorporation by its special general body resolution dated 25th March. 2010 ratified and confirmed the aforesaid 'Development Agreement dated 4th November 2003 executed by the Society in favour of M/s Jai Matadi Developers.
12. Pursuant to the abovementioned resolution dated 25th March 2010 . the said Society and Jai Matadi Developers , have executed a Deed of Modification and Clarification dated 12th May, 2010 for the purpose of adopting the aforesaid Development Agreement dated 4th November 2003 after incorporation of the Society and further for clarifying/modifying of certain terms and conditions of the Development Agreement dated 4th November. 2003.



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b) At Bombay Sub-Registrar Office: 1981, 1983 to 1988, 1992, 1995 to 2004

- a) At Andheri-1 S.R. Office: 2002 to 2005
- b) At Andheri-2 S.R. Office: 2005 and 2006
- c) At Andheri-4 S.R. Office: 2005 and 2006
- d) At Andheri-4 S.R. Office: 2005 and 2007

Note-2

Index II record for the Danda Village is either partly or completely in torn conditions as shown below:-

a) At Bandra S.R. Office: 1981, 1983 to 1991, 1993, 1995 to 2003

b) At Bombay Sub-Registrar Office: 1981, 1983 to 1987, 1989, 1991, 1992, 1998, 1999, 2002 and 2003

- a) At Andheri-1 S.R. Office: 2002 to 2005
- b) At Andheri-2 S.R. Office: 2005 and 2006
- c) At Andheri-4 S.R. Office: 2005 and 2006
- d) At Andheri-4 S.R. Office: 2005 and 2007

Note-3

Index II record for the period 2002- 2009 is not maintained properly at Andheri 1 to Andheri-4 , Sub Registrar Offices

Note-4

Index II record for the period 2010 is not ready for search at Andheri-1 to Andheri-4 Sub Registrar Offices



Index II record for the period 2003 to 2009 is not maintained properly at Andheri-1 to Andheri-4 Sub Registrar Offices

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Note-6

Index II record for the period 30/4/2008 to 31/12/2008 is not available for search at Andheri-4 Sub Registrar Office (sent for binding)

V. PUBLIC NOTICE

We had issued Public Notice for inviting claims from the General Public in the issue of the daily Newspapers. "Free Press Journal" and "Navshakti" both dated 12th March, 2010 having circulation in Mumbai on behalf of Jai Matadi Developers, the Developers. We state that we have not received any claims or objections in pursuance of the said Public Notice.

VI TITLE

In view of the aforesaid and subject to whatever stated hereinabove we are of the opinion that Government, Revenue Department, Collector of Bombay Suburban District are the Owners of the said property and M/s Jai Matadi Developers have been granted development rights in respect of the said Property by Shree Sai Darshan SRA Co-operative Housing Society and the said Jai Matadi Developers subject to the terms and conditions set out in the aforesaid Letter of Intent dated 25th May 2009 and the I.O.A. dated 25th June 2009 and subject to what is stated above, are entitled to implement the aforesaid S.R.A. Scheme and are entitled to sell the Units to be constructed by them in the Free Sale Component of the aforesaid SRA Project.

Dated this 2nd day of June 2010.



For Shiralkar & Co.,

Mushiralkar
Proprietor.





ANNEXURE - J1

3, Birbal Road, Ground & First Floor
Jangpura Extension, New Delhi-110014
Ph.: +91-11-43575459, 45661440
43552440, 24327060-62
Fax: +91-11-24327063, 43108998
E-mail: asa@asalegal.in

CERTIFICATE OF TITLE ON LAND ADMEASURING 1592 SQ. MTR. BEARING CTS NO. E-751 SITUATED AT VILLAGE KHAR, TALUKA ANDHERI, H/WEST WARD, S.V.ROAD, BANDRA (WEST), MUMBAI SUBURBAN DISTRICT, MUMBAI (MAHARASHTRA).

1. INTRODUCTION:

Paradigm Real Estates LLP, a limited liability partnership firm, incorporated under the provisions of the Limited Liability Partnership Act, 2008 and having its office at 1002/1102, 10th and 11th floor, Anand Villa, Near Arya Vidya Mandir, Linking Road corner, Santacruz (West), Mumbai-400054 (Maharashtra) (hereinafter referred to as "Paradigm") has instructed us to investigate their right, title and interest and furnish the certificate of title of land bearing CTS No. E-751, admeasuring 1592 Sq. Mtr. situated at Village Khar, Taluka Andheri, H/West Ward, S.V. Road, Bandra (West), Mumbai Suburban District, in the Registration and Sub-Registration District of Mumbai City.

2. SCOPE OF THE CERTIFICATE OF TITLE:

Paradigm has appointed *asa* Law Firm as its 'Legal Counsel' and provided documents for scrutinize the flow of title and furnish the certificate of title in favour of present owner/developer, construction/structure of the property, nature of the property and other documents such as approvals, license from the authority, encumbrance and relevant laws as applicable in respect of the land.

3. DETAILS OF THE PROPERTY:

Land admeasuring 1592 Sq. Mtr. bearing CTS No. E-751, situated at Village Khar, H/West Ward, Bandra (West) Mumbai Suburban District, in the Registration and Sub-Registration District of Mumbai City. (Hereinafter referred to as "*Said Property*").

ASSUMPTIONS/LIMITATION:

For the purpose of this certificate of title, we have assumed (without making any investigation) that:

4.1 Copies of all documents submitted to us as originals are authentic and complete and all translations are accurate;



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- 4.2. Copies of all documents submitted to us in electronic form or via facsimile transmission or as photocopies or other copies of originals conform to the originals and all such originals are authentic and complete;
- 4.3 Any signatures and seals on the documents reviewed by us are genuine;
- 4.4 All statements, briefing made to us are accurate and not misleading, there have been no amendments to the agreements examined by us;
- 4.5 The documents have been executed by the persons, authorized to execute by a resolution of the directors of the Company/LLP to that effect;
- 4.6 All parties had the capacity, power and authority to enter into the Agreement/Documents duly authorized, executed and delivered by such parties in each case under all applicable laws, and the obligations of such parties there under are valid, legally binding and enforceable;
- 4.7 The Agreement/each of Documents accurately records all terms agreed between the parties thereto and has not been terminated, modified,, superseded or varied and no obligation there under has been waived;
- 4.8 The documents listed contain all information which is relevant for the purposes of our legal due diligence and there is no other documents, agreement, undertaking, representation or warranty (oral or written) and no other arrangement (whether legally binding or not) between all or any of the parties or any other matter which renders such information inaccurate, incomplete or misleading or which affects the conclusions stated in this opinion;
- 4.9 This certificate does not cover any litigation, suits, etc. filed in any court save and except the case/s which has been expressly brought to our notice in respect of the Said Property;
- 4.10 This opinion does not express any opinion as to the valuation or the commercial aspect of the Said Property concerned.



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DOCUMENTS EXAMINED:

We have been furnished and examined the following documents in relation to the Said Property:

Sl. No.	Particulars	Date
1	Photocopy of certified true copy of Property Card	
2	Photocopy of Annexure II issued by Additional Collector	10.04.2003
3	Photocopy of Letter of Municipal Corporation of Greater Mumbai	05.05.2003
4	Photocopy of Deed of Partnership of M/s Jai Mata Di Developers, a registered Partnership Firm	28.08.2003
5	Photocopy of Agreement for Development executed by Shree Sai Darshan Co-Operative Housing Society (proposed) in favour of M/s. Jai Mata Di Developers	04.11.2003
6	Photocopy of Letter of Intent bearing No. SRA/ENG/854/HW/STGL/LOI issued by Slum Rehabilitation Authority	07.09.2006
7	Photocopy of certificate of registration of Society i.e. "Shree Sai Darshan SRA Co-operative Housing Society Limited"	28.12.2006
8	Photocopy of Revised Letter of Intent bearing No. SRA/ENG/854/HW/STGL/LOI issued by Slum Rehabilitation Authority	25.05.2009
9	Photocopy of Intimation of Approval No. SRA/ENG/1827/HW/STGL/AP issued by Slum Rehabilitation Authority	25.06.2009
10	Photocopy of NOC from Tree Authority of Municipal Corporation of Greater Mumbai	18.09.2009
11	Photocopy of Commencement Certificate No. SRA/ENG/1827/HW/STGL/AP issued by Slum Rehabilitation Authority	24.09.2009
12	Photocopy of Resolution of Shree Sai Darshan SRA Co-operative Housing Society Limited	25.03.2010
13	Photocopy of Deed of Modification/Clarification executed by Shree Sai Darshan SRA Co-Operative Housing Society Limited in favour of M/s. Jai Mata Di Developers	12.05.2010



14	Photocopy of Power of Attorney executed by Shree Sai Darshan SRA Co-Operative Housing Society Limited in favour of M/s. Jai Mata Di Developers duly notarized	12.05.2010
15	Photocopy of NOC of Height clearance from Airport Authority of India	07.04.2011
16	Photocopy of NOC from Traffic Department of Municipal Corporation of Greater Mumbai	11.06.2013
17	Photocopy of Intimation of Approval No. SRA/ENG/1827/HW/STGL/AP issued by Slum Rehabilitation Authority for amended plans	31.01.2014
18	Photocopy of Articles of Agreement executed by and between M/s. Jai Mata Di Developers and M/s. Paradigm Real Estates LLP duly registered under Serial No. BDR4/1339/2016	12.02.2016
19	Photocopy of Irrevocable Power of executed by M/s. Jai Mata Di Developers through its partners (1) Mr. Bhavesh Gul Fabiani and (2) Mr. Rohit Velji Nandu in favour of Mr. Parth Mehta the designated partner of M/s. Paradigm Real Estates LLP duly registered under Serial No. BDR4/1340/2016	12.02.2016
20	Photocopy of Revised Letter of Intent bearing nos. SRA/ENG/854/HW/STGL/LOI and SRA/ENG/1727/RC/PL/LOI issued by Slum Rehabilitation Authority	10.06.2016
21	Photocopy of Intimation of Approval No. SRA/ENG/1827/HW/STGL/AP issued by Slum Rehabilitation Authority for amended plans	10.06.2016

6. DEVOLUTION OF TITLE:

6.1. It is revealed from property card that the Said Property belongs to Government of Maharashtra, Revenue Department through Collector of Bombay Suburban District.

6.2. The Government of Maharashtra vide Notification of Urban Department bearing No. DCR-1090/RDP/UD-11 dated 20th February, 1991 has sanctioned the Development Control Regulations for Greater Mumbai, 1991 ("the DCR, 1991") as a part of final Development Plan for Greater Mumbai region, which came into force with effect from 25th March 1991.



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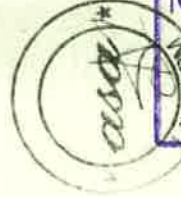
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- 6.3 Furthermore the Government of Maharashtra vide Notification of Housing and Special Assistance Department, No. SRP-1095/CR-37/Housing Cell, dated 16th December, 1995 has appointed/constituted the Slum Rehabilitation Authority (hereinafter referred to as "the SRA") under the provisions of section 3-A of the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971. The SRA has been declared as a Planning Authority under the provisions of the Maharashtra Regional and Town Planning Act, 1966 (hereinafter referred to as "MRTP Act") and accordingly the SRA has the powers of a Planning Authority as per the provisions of the MRTP Act.
- 6.4 On 10.04.2003, Additional Collector vide its letter, has certified that the Said Property i.e. land admeasuring 1592 Sq. Mtr. bearing CTS No. E/751, situated at Village Khar is a censused slum colony, and declared the Said Property as '**Slum Area**'. Further it is observed in the Annexure II issued by the Additional Collector that there are total 46 structures in the said slum colony out of which, 40 (forty) structures are declared as protected structure and therefore holders of 40 structures are eligible for rehabilitation as per Govt. Notification dated 16.05.1996 and 14.05.1998 and under regulation 33(10) and Appendix (IV) of the DCR, 1991.
- 6.5 On 05.05.2003, The Municipal Corporation of Greater Mumbai vide its letter declared that the Said Property is situated under 'Residential Zone'.
- 6.6 The slum dwellers of Said Property have proposed a society named "Shree Sai Darshan Co-Operative Housing Society" (hereinafter referred to as "**Proposed Society**").
- 6.7 It appears that On 04.11.2003, the promoters of the Proposed Society with consent of its members has executed a Development Agreement appointing one M/s Jai Mata Di Developers, a partnership firm registered under the provisions of the Indian Partnership Act, 1932 and having its principal place of business at Flat No. 201, Makwana Apartments, Nanda Patkar Road, Vile Parle (East), Mumbai - 400 057 (hereinafter referred to as "JMD") as the developers whereby giving the development rights to JMD for undertaking the redevelopment of the Said Property under the Slum Rehabilitation Scheme under Regulation 33 (10) of DCR, 1991 on certain terms and conditions as mentioned therein.
- 6.8 However, subsequently the Proposed Society was registered on 28.12.2006, in the name "Shree Sai Darshan SRA Co-Operative Housing Society Limited" (hereinafter referred to as "**Said Society**") under Maharashtra Co-operative Housing Societies Act, 1960 bearing registration No. MUM/SRA/HSG/(TC)/11244/2006.



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6.9 On 12.05.2010, the Said Society with consent of its members vide resolution dated 25.03.2010, has executed a Deed of Modification with JMD, whereby certain terms and condition mentioned in Development Agreement dated 04.11.2003, have been modified as mentioned therein.

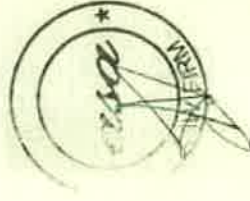
6.10 Further it is observed that, on the same day i.e. 12.05.2010, in terms of Deed of Modification, the Said Society have executed irrevocable Power of Attorney in favour of JMD to do all or any of the acts, deeds, matters, things in respect of the Said Property and the said irrevocable Power of Attorney is duly notarized on 12.05.2010.

6.11 On 12.02.2016, an Articles of Agreement has been executed by and between JMD and Paradigm, duly registered with the Sub-Registrar of Assurances at Andheri No.2 under serial no. BDR4-1339-2016, wherein JMD has granted the developments rights of the said Property to Paradigm by clubbing the scheme of redevelopment of the said Property and a land bearing Survey No. 32, Hissa No. 1/2, 4/10 corresponding to CTS Nos. 384, 384/8 to 384/41 and 384/48 to 384/62 of Village Kanheri, Taluka Borivali, Mumbai Suburban District admeasuring in the aggregate 1,555.97 square meters (hereinafter referred to as "**the Kanheri Property**") under Regulation 33 (10) of DCR, 1991 read with clause 7.8 of Appendix IV to DCR, 1991 at and for the consideration and on the terms and conditions as more particularly described therein. A few Terms and condition are reproduce as under

i. Paradigm has agreed to continue the redevelopment of the Said Property by clubbing the scheme of redevelopment of the said Property with the scheme of redevelopment of Kanheri Property under the provisions of Regulation 33 (10) of DCR, 1991 read with clause 7.8 of Appendix IV to DCR, 1991.

ii. Paradigm has proposed to shift the PAP tenements that were to be earlier constructed on the Said Property, to Kanheri Property and part of Free Sale component available on Kanheri Property to Said Property. As such the quantum of Free Sale component available for construction on the said Property would stand increased.

iii. It is further agreed between Paradigm and JMD, that 79% of the free sale component that is allowed to be transferred from the Kanheri Property to the said Property would come to the share of Paradigm and the balance 21% of such free sale area would come to the share of JMD.



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6.12 Further, on the same day i.e. 12.02.2016, in terms of said Articles of Agreement dated 12.02.2016, the partners of JMD has executed an irrevocable Power of Attorney in favour of Mr. Parth Mehta, the designated partner of Paradigm to do various acts, deeds, matters and things in relation to clubbing of the scheme as aforesaid and redevelopment of the Said Property vide document No. BDR4 - 1340/2016, duly registered before Sub-Registrar of Assurances at Andheri No.2 on 12.02.2016.

7. DEVELOPMENT AND CONSTRUCTION:

7.1 The SRA vide its letter dated 07.09.2006, issued Letter of Intent (LOI) bearing No. SRA/ENG/854/HW/STGL/LOI in favour of JMD and a revised LOI on 25.05.2009, authorising JMD to redevelop the said Property in accordance with the provisions of Regulation 33 (10) and Appendix IV of the DCR, 1991. The said LOI was approved on condition that necessary formality for executing lease agreement shall be initiated by the Collector of Mumbai Suburban District in respect of the Said Property in favour of the Said Society and the lease agreement shall be executed before obtaining for occupation permission to sale building in the scheme inter alia with some other terms and conditions as mentioned therein.

7.2 On the basis of LOI dated 07.09.2006 and 25.05.2009, JMD had submitted plans for construction of a new multistoried composite building on the said Property and the SRA approved such plans and issued in favour of JMD an Intimation of Approval dated 25.06. 2009 in respect of the construction of such building on the said Property.

7.3 The SRA had thereupon issued a Commencement Certificate dated 24.09.2009 to JMD and had thereby authorized JMD to commence construction of the new composite building on the said Property.



JMD has thereafter submitted amended plans for the construction of the new composite building on the said Property and such amended plans were approved by the SRA vide a letter dated 31.01.2014.

7.5 The Commencement Certificate dated 24.09. 2009 was revalidated by endorsement by SRA on 03.04.2014 in terms of the said amended plans that were approved by the SRA on 31.01.2014.

7.6 On the basis of an application made by the Paradigm for clubbing the schemes of redevelopment of the said Property with the redevelopment of the Kanheri Property, the SRA has issued a further revised Letter of



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Intent dated 10.06.2016 bearing nos. SRA/ENG/854/HW/STGL/LOI and SRA/ENG/1727/RC/PL/LOI, whereby the SRA has approved the clubbing of the scheme of redevelopment of the said Property with the scheme of redevelopment of the Kanheri Property where total rehabilitation component to be constructed on the said Property admeasures 868.72 square meters and the total free sale component to be constructed on the said Property admeasures 3,907.28 square meters.

7.7 In the circumstances, Paradigm has become entitled to undertake redevelopment of the said Property.

7.8 Pursuant thereto, on the basis of aforesaid LOI dated 10.06.2016, Paradigm submitted revised plans for construction of composite building and accordingly SRA has thereupon issued a letter approving amended plans dated 10.06.2016 bearing number SRA/ENG/1827/HW/STGL/AP in respect of the construction of the new composite building on the said Property.

7.9 The Commencement Certificate dated 24.09.2009 that was issued by the SRA has since been revalidated by endorsement dated 13.06.2016 in terms of the amended plans approved on 10.06.2016.

7.10 As per the said LOI dated 10.06.2016, the total rehabilitation component to be constructed on the said Property admeasures 868.72 square meters and the total free sale component to be constructed on the said Property admeasures 3,907.28 square meters.

8. NO OBJECTION CERTIFICATE (NOC):

The NOC form Tree Authority for removal of Trees dated 18.09.2009 NOC from Airport Authority of India for Height clearance dated 07.04.2011 and NOC from Traffic Department dated 11.06.2013 in respect of amended parking layout plan have been obtained.

9. MINOR INTEREST:

Since the said Property belongs to Government of Maharashtra, Revenue Department through Collector of Bombay Suburban District, we confirm that the Minor's interest will not be applicable on the said Property.



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10. SEARCHES (REGISTRAR OF COMPANIES (ROC) AND LOCAL):

10.1 ROC Search:

M/s Paradigm Real Estates LLP.

The record of the Registrar of Companies has been inspected online on 08.07.2016, wherein it is found that **M/s Paradigm Real Estate LLP** is duly registered with the ROC-Mumbai, bearing LLPIN No. AAD-5056, and found that the LLP was incorporated on 09.03.2015, having its registered office at Flat No. 1002, 10th & 11th Floor, Anand Villa, Linking Road, Santacruz (West), Mumbai-400054 (Maharashtra).

We further inspected Index of Charges and found that as on date no documents exists for the category charge documents against the LLP.

10.2 Local Search:

The searches were carried out at the office of Sub-Registrar, Mumbai, Bandra & Andheri-1, 2, 3, 4, 5, 6, for last 30 years from 1986 to 2015 and further from December 2015 to May 2016 by Mr. S.R. Kadam (Search Clerk) and as documented in the Search Report prepared by the said clerk dated 29.12.2015 and 31.05.2016, no adverse entry has been found which will effect the rights of Paradigm over the said property and we have not come across any encumbrances in respect of the said Property. The said Search Report dated 29.12.2015 and 31.05.2016 are annexed hereto and marked as Annexure "A".

11. DISPUTES/LITIGATION FILED/PENDING WITH RESPECT TO THE SAID PROPERTY:

We have not been informed about any litigation pending and/or initiated in respect of said Property and further we have not conducted any court searches in respect of pending litigation in respect of the said Property.

PUBLIC NOTICE:

We have caused to issue and publish public notices in Free Press Journal and Navshakti on 20.07.2016 inviting third party claims, if any, with respect to the said Property within 10 days from the date of issuance of the notice. We further certify that we have not received any claim of any kind whatsoever with respect to the said Property pursuant to the notices published by us.



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13.

CONCLUSION/CERTIFICATE:

On the basis of aforesaid documents, observations and remarks, we are of the opinion that the Said Property i.e. CTS No. E/751 admeasuring 1592 Sq. Mtr. situated at Village Khar, Taluka Andheri, District Mumbai Suburban, is owned by the Government of Maharashtra. The said Property is declared as "Slum Area" and Paradigm & JMD jointly have redevelopment rights over the Said Property as approved by the SRA. Paradigm and JMD are entitled to construct new buildings on the Said Property in accordance with building plans approved by SRA. Paradigm has clear and marketable title in respect of 79% of the free sale component shifted from Kanheri Property to Said Property as per the terms of the said Articles of Agreement dated 12.02.2016 and LOI dated 25.05.2009. Further, Paradigm has right to sell or create third party rights in respect thereof.



Alingh
For **asa**
LAW FIRM

Dated: 09.08.2016

Disclaimer: The title certificate is strictly based on the above documents and information provided to us and the documents available in the records of the respective Sub Registrar and at MCA site. It is presumed that the copies of all documents submitted to us are the copy of original documents and requisite authorizations have been obtained for execution of the said documents.



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ANNEXURE-K



Maharashtra Real Estate Regulatory Authority

CERTIFICATE FOR EXTENSION OF REGISTRATION OF PROJECT

FORM 'F'

[See rule 7(2)]

This extension of registration is granted under section 7 of the Act, to the following project: *Project: Nivan, Plot Bearing / CTS / Survey / Final Plot No.: E/751 at Andheri, Andheri, Mumbai Suburban, 400050* registered with the regulatory authority vide project registration certificate bearing No P51800011423 of

1. *M/S. Paradigm Real Estates LLP* having its registered office / principal place of business at *Tehsil: Mumbai City, District: Mumbai City, Pin: 400054.*

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

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

OR

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

- The registration shall be valid up to **31/10/2019** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 6 of the Act read with rule 7 the Act.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- That the promoter shall take all the pending approvals from the competent authorities
- If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

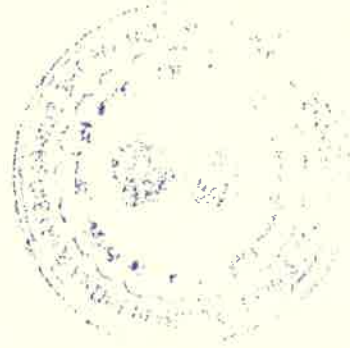


Date: 10/10/2018

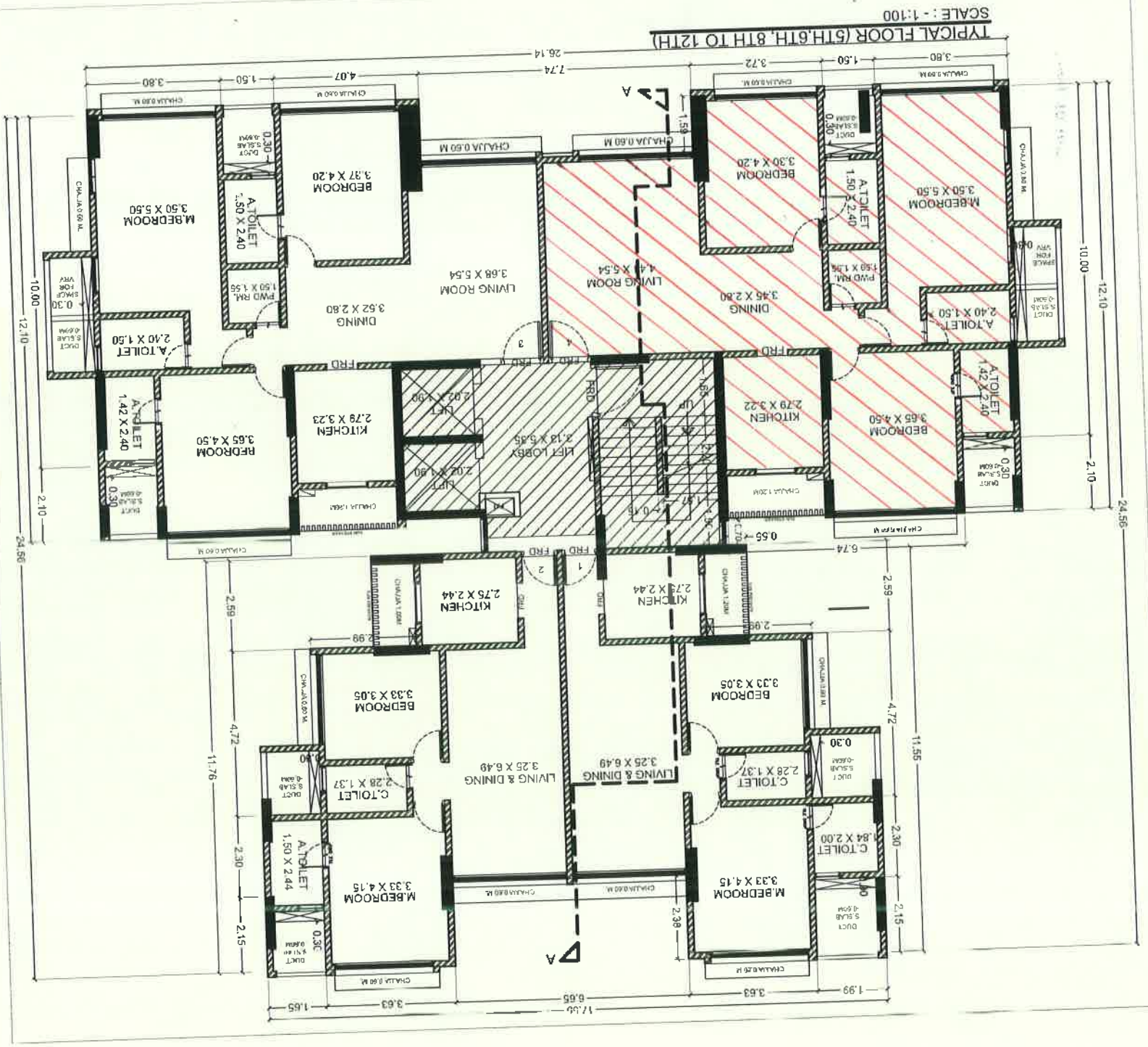
Place: Mumbai

Signature valid
Digitally Signed by
Dr. Vasant Armanand Prabhu
Signature (Secretary, Maharashtra
Maharashtra Real Estate Regulatory Authority
Date: 10/10/2018 11:26:42 AM

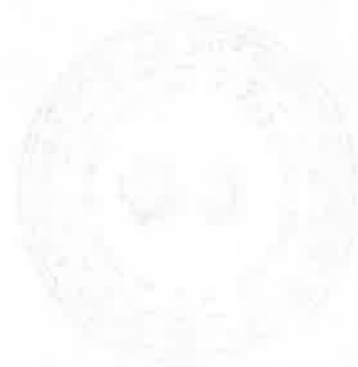
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ANNEXURE-L



ANNEXURE 'M'

Details of Purchase Price

The total consideration (Purchase Price) payable by the Purchaser/s to the Developer in respect of the said Flat bearing no. 1104 in Wing B on the 11th floor in the building known as Nivan shall be **Rs.5,46,00,000/- (Rupees Five Crore Forty-Six Lakhs Only)** The said Purchase Price of **Rs.5,46,00,000/- (Rupees Five Crore Forty-Six Lakhs Only)** all be paid by the Purchaser/s to the Developer in the following manner:

Payment Schedule	
Payment Schedule	Amount
On Booking (Payment received as per receipt annexed herewith).	Rs.5,46,00,000/-
Total	Rs.5,46,00,000/-



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पुस्तक क्र. १
२००२-११० ११५
२०२२

Developer

Purchaser/s



ANNEXURE-N

Nivan

Internal Amenities

- 1) Italian marble in living and common area
- 2) Safety MS/SS railing in all living rooms & bedroom
- 3) Air-conditioning in all living and bedrooms
- 4) Toilet flooring antiskid tiles
- 5) Toilet meta Dado Ceramic Tiles upto ceiling or beam bottom
- 6) Kitchen Dado Ceramic Tiles upto full height
- 7) Granite platform with nirali or equivalent make sink in kitchen
- 8) Wash basing with Italian marble counter in bathroom
- 9) Window frame in Marble
- 10) Toto Sanitary fitting or similar make
- 11) Grohe CP fitting or similar Make
- 12) Mirrors in all bathrooms
- 13) Door frame in wood / steel & flush shutters with lamination on both side and handle lock fitting
- 14) Video Door Phone Intercom facility
- 15) Powder coated aluminum window/louver window
- 16) LED light fittings with modular switches
- 17) Provision for Water purifier in kitchen
- 18) Provision for gas connection
- 19) POP designer ceiling
- 20) Provision for hot water in kitchen sink
- 21) Geyser in bathrooms
- 22) Glass partition between wet and dry area in bathroom
- 23) Laminated wooden flooring in master bedroom
- 24) Provision for broadband connectivity in the apartment
- 25) Exhaust fan in bathroom



ANNEXURE-D

Common Amenities

- 1) Separate Staircase & Lift
- 2) Glazed Façade for commercial
- 3) Parking in Basement
- 4) Double Height Entrance Lobby
- 5) Designer Elevators of Reputed Make
- 6) Security System
- 7) Provision for Gas Line Connection
- 8) Intelligent Campus Lighting
- 9) Well Equiped Fitness Center
- 10) Pneumatic Water Supply system
- 11) Landscaped Podium Garden
- 12) Thai Styled Gazebos
- 13) Kids Play Area
- 14) Swimming Pool
- 15) Open Air Meditation & Yoga Center
- 16) CCTV Surveillance of all Common Areas
- 17) Firefighting complied building
- 18) Smart signage designs for easy navigation



बदल-९	पुस्तक क्र. ९	१६००२११२/१३५	२०२२
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ANNEXURE-P

Rehab Common Amenities

- 1) Pneumatic Water Supply with Water Tank in 2nd Basement
- 2) Lift if any
- 3) Balwadi
- 4) Society Office
- 5) Welfare Centre



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२०२२	

Jai Mata Di Developers

Reg. Add. 201, Makwana Apartment, Nanda Patkar Road, Vile Parle (E), Mumbai - 400 057

Site Address: 96, S.V. Road, Near Shamrao Vithal Bank, Khar (W), Mumbai- 400 052 Email:- jmddevelop@gmail.com

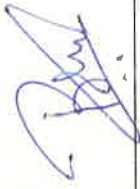
CERTIFIED TRUE COPY OF THE EXTRACTS OF THE MINUTES OF THE MEETING OF THE PARTNERS OF JAI MATA DI DEVELOPERS ("FIRM") HELD AT 11 A.M., ON THE 20TH DAY OF DECEMBER, 2022 AT ITS REGISTERED OFFICE SITUATED AT FLAT NO. 201, MAKWANA APARTMENT, NANDA PATKAR ROAD, VILE PARLE - EAST, MUMBAI - 400 057.

The Partners of the Firm resolved and agreed as follows:

1. **Resolved That Mr. Rohit Nandu**, one of the Partners of the Firm is hereby authorized by the Firm to enter into, execute and sign Agreement for Sale with respect to flat no. 1104 situated on the 11th floor of Wing B of building known as Nivan constructed on Plot bearing CTS no. E/751, S.V. Road, Opposite Podar International School, Khar (West), Mumbai - 400 052.
2. **Further Resolved Mr. Rohit Nandu**, one of the Partners of the Firm is hereby authorized by the Firm to appear before the relevant Sub-Registrar of Assurances for and on behalf of the Firm to admit execution of such Agreement for Sale and/or all other incidental documents for sale of said Flat no. 1104 before the Office of the concerned Sub- Registrar of Assurances under the provisions of the Registration Act, 1908 on his behalf and to do all such acts as may be necessary for admitting the execution of said Agreement

True Copy

For JAI MATA DI DEVELOPERS



Bhavesh Fabiani
(Partner)



Date: 20th December, 2022
Place : Mumbai

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पुस्तक क्र. १	9002-94/95
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बंदर-९		
क्र. १	६००२	१६/११५
		२०२२

घोषणापत्र

श्री. पदमान गोगाराम गाने

मी कृष्ण चौहान याद्वारे घोषित करतो की, दुय्यम अंधेरी 3 यांच्या कार्यालयात करारनामा या शिर्षकाचा दास्तासाठी सादर करण्यात आला आहे. पार्थ मेहता व इ.- ०५/०५/२०११ रोजी मला दिलेल्या कुलमुखत्यार पत्राच्या आधारे मी, सदर दस्त सादर केला आहे/निष्पादित करून कबुलीजवाब दिला आहे. सदर कुलमुखत्यार लिहून देणार यांनी कुलमुखत्यार रद्द केलेले नाही किंवा कुलमुखत्यार लिहून देणार व्यक्तींपैकी कोणीही मयत झालेले नाही किंवा कोणत्याही कारणामुळे कुलमुखत्यार रद्दबातल ठरलेले नाही. सदरचे कुलमुखत्यार पूर्णपणे वैध असून कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास नोंदणी अधिनियम १९०८ चे अन्वये शिक्षेस मी पात्र राहीन याची मला जाणीव आहे.

(Signature)

कुलमुखत्यार पत्रधारकाचे नाव व सही

29/1/2011



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पुस्तक क्र. १	१८००२ ११८/१३१
२०२२	



Friday May 05, 2017
4:33 PM

पावती

Original/Duplicate

नोंदणी क्र. 39म

Regn. 39M

पावती क्र.: 4424 दिनांक: 05/05/2017

पावाचे नाव: मानाकुण
दस्तावेजाचा अनुक्रमांक: वदर4-3618-2017
दस्तावेजाचा प्रकार: कुलमुखनारपत्र
नादर करपाऱ्याचे नाव: पार्श्व कौशिक मेहता

नोंदणी की
दस्त होताळणी की
पुढाची संख्या: 11

रु. 100.00

रु. 220.00

रु. 320.00

एकुण:

आपणास मूळ दस्त खबरेल पिट मुची. : बंदाचे
4:47 PM हा वेळस मिळेल.

बाबतार मुल्य: रु. 0/-

ओबदला रु. 0/-

घरलेले मुद्रांक मुल्य : रु. 500/-

1) देवकाचा प्रकार: By Cash मूल्य: रु. 100/-

2) देवकाचा प्रकार: By Cash मूल्य: रु. 220/-

DELIVERED

नोंदणी क्र. 39म

नोंदणी क्र. 39म

नोंदणी क्र. 39म

नोंदणी क्र. 39म

नोंदणी क्र. 39म

DELIVERED ORIGINAL DOCUMENT

ON: 05/05/2017



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पुस्तक क्र. १	नदर-१
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महाराष्ट्र MAHARASHTRA

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AC 802296



प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८०००३११
- 5 APR 2017
सक्षम अधिकारी

श्री. रा. कृ. पोखरी
POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, I PARTH KAUSHIK

MEHTA, an adult, Indian inhabitant, having my address at 202, G- 52, Roop Margal,

Corner of Main Avenue & 16th Road, Santacruz (West), Mumbai - 400 054, SEND

GREETINGS:

WHEREAS:-

A. I carry on business in my individual capacity and in my capacity as a member of association of persons proprietary concerns, as a partner of various firms, as a member of association of persons as a Designated Partner or Partner of various limited liability partnership firms and as a director of various Private Limited Companies. All these firms, Limited Liability Partnerships Companies and Association of persons are intently engaged in carrying on business of development and construction activities and other activities in various fields.

बदर-४	२६९१११
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Handwritten signature and date 14/04/2017.

बदर-९	२०२२
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जोड़ण-१/Annexure-

पुस्तक विक्री नोंदवही अनु. क्रमांक-दिनांक

(Serial No./Date)

दस्तावा प्रकार

(Nature of document)

दस्त नोंदणी करणार अहेत का ? Power of Attorney

(Whether it is to be registered?)

मिळकतीचे शीडवयात वर्णन-

(Property Description in brief)

पुस्तक विक्रीत देवाऱ्याचे नांव व सही

(Stamp Purchaser's Name & Signature)

हस्त आगवपस त्याचे नांव, पत्ता व सही

(If through other person then Name, Address

Signature)

दुसऱ्या पक्षाऱ्याचे नांव

(Name of the other Party)

मुद्रांक शुल्क रक्कम

(Stamp Duty Amount)

पदावधारक मुद्रांक विक्रीचावी सही व पराक्रम

तसेच मुद्रांक विक्रीचे ठिकाण/पत्ता

पदावधारक क्रमांक ८००००१३

मुद्रांक विक्रीचे ठिकाण/पत्ता: सौ. कांनन लुईस कोणाळे

क्र. १०, वॉटे कोर्टमार्श, ए. के. मार्ग, वॉटे पूर्व, मुंबई-२

ए. के. मार्ग, वॉटे कोर्टमार्श, ए. के. मार्ग, वॉटे पूर्व, मुंबई-२

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ए. के. मार्ग, वॉटे कोर्टमार्श, ए. के. मार्ग, वॉटे पूर्व, मुंबई-२

01167

11 APR 2017

Perath mehta

2002-10

padmatan cowale

Exchange



क्र. १	२६१८२११	२०१७
पुस्तक क्र. १	१००२१२८१३	२०२२

B. In order to run my business smoothly, it is necessary for me to sign and deliver various documents including but not limited to Agreements, Memorandum of Understanding, various Deeds, Conveyances, Applications, Undertakings, ~~REGISTRATION~~ Registrations, Powers of Attorney, etc. (hereinafter referred to as "the Documents") and have the same registered according to law.

C. Due to my preoccupations and frequent travel out of Mumbai, I may be unable to personally attend the office of the concerned Sub-Registrar of Assurances for admitting execution of the Documents, so executed by me in my capacity as stated in Part A above and as such I am desirous of appointing some fit and proper person's jointly and/or severally for attending the office of the concerned Sub-Registrar of Assurances in order to admit execution of the Documents executed by me and have such documents registered as per law.

NOW KNOW YE AND THESE PRESENTS WITNESSETH THAT I, the said Parth Kaushik Mehta do hereby jointly or severally/individually nominate/constitute and appoint (1) Mr. Krishna Chouhan, an adult Indian inhabitant, residing at D-4/5, Pruthvi Enclave, Off. Western Express Highway, Near Anc. Malvi, Borivali (East), Mumbai - 400 066 and (2) Mr. Padmakar Gawde, an adult Indian inhabitant residing at Room No. 10, Ramchandra Jadhav Chawl, Near Jay Ambe Colony, Vijay Nagar, Nalasopara (East) District Thane, Pincode 401209 jointly or severally/individually to be my true and lawful Attorneys for me, in my name and on my behalf and on my behalf only the following acts, deeds, matters and things as specifically stated hereinafter:

1. To present and lodge the Documents executed by me in my aforementioned capacities for registration before the concerned Sub-Registrar of Assurances or any other officer empowered to register documents in accordance with the provisions of the Registration Act, 1908; and to admit execution thereof on my behalf before the concerned Sub-Registrar of Assurances or any other officer empowered to register documents in accordance with the provisions of the Registration Act, 1908; and to have the said Documents registered according to law and to do all other acts, deeds, matters and things pertaining thereto.

2. To do all acts, deeds, matters and things as may be required to effectively obtain registration of the Documents as aforesaid and for the said purpose to sign and affix all requisite challans, forms, receipts and other incidental writings.

बदर-९	
विवरण	2002 93 934
2022	

2

K. S. Chouhan

3. To receive back the documents lodged for registration from the office of the concerned Sub-Registrar of Assurances and to sign and deliver all necessary discharges and receipts for the said purpose.
4. **GENERALLY TO DO AND PERFORM** all acts, deeds, matters and things necessary and convenient for all or any of the purposes aforesaid and incidental thereto and for giving full effect to the authority herein before contained.
5. And I hereby agree to ratify and confirm all and whatsoever the said Attorneys shall lawfully do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF I have hereunto put my hand at Mumbai this 5th day of ^{May} ~~April~~, 2017.

SIGNED, SEALED AND DELIVERED

by the withinnamed

Mr. Parth Kaushik Mehta

in the presence of the following witnesses

1. 

2. 

ACCEPTED BY US:

(1) 



Signature

Photograph

L.H. Thumb Impression



Signature

Photograph

L.H. Thumb Impression

in the presence of the following witnesses:

2. 

पुस्तक क्र. १	३६९८४९९	३
पुस्तक क्र. १	७००२४१४९९९	३०३२



बंदर-४	३६९८५११	२०१७
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बंदर-९	६००२१२५१३५	३०३३
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महानगर टेलीफोन निगम लिमिटेड, मुंबई
MAHANAGAR TELEPHONE NIGAM LIMITED, MUMBAI
टेलीफोन बिल यंत्रक / Telephone Bill Foil
संपत्ति अधिकार, ५५, ५६ वीं मंजूर, अपरमंडला रोड, ५, मंडला रोड, मुंबई - ४०००५४
Regd. office: 55, 56th Floor, Mahanagar Telephone Nigam, 5, 55th Floor, Upper Middle Class, New Delhi - 110002

CA No	Telephone No	Bill Date	Due Date	Bill No	Amount Payable
2060360114	26000444	05/04/2017	26/04/2017	1060721717	3690

P.D.CONSTRUCTION

202 2ND FLOOR

G-52,ROOPMANGAL BLDG CORNER OF MAIN AVNE
& 16TH ROAD SANTACRUZ WEST
MUMBAI 400054

Category : TEL.CONN. ON LEAVE AND LICENCE
Plan -500

Tariff Plan:

Previous Meter Rate	Current Meter Rate	Metered Units	Debit Units	Credit Units	Free Units	Net Chargeable Units
61998 01/05/2017	64856 31/03/2017	2858	93	0	400	2551

Charge Discontinued From Amount
REBATES IN WORKING ORDER 122.5
WORKING ORDER 122.5

Bill No
1060721717

Total STD/ND CHG



बिल-४
३६९८८१९
२०१७

Monthly Service Charge 01/03/17 - 31/03/17	525.0
Call Charges 01/03/17 - 31/03/17	2806.1
Broadband Service Charge 08/03/17 - 31/03/17	0.0
Broadband Usage Charge 08/03/17 - 31/03/17	0.0
Monthly CPE Charge	0.0
Debit	0.0
Credit	122.5
Service Tax	449.2
Swachh Tax plus Krishi Tax	32.08
Amount Payable (rounded off)	3690
Surcharge	100.0
Amount Payable after Due Date	3790.0
E&OE	

206036011412602717170804201700003690



CAO, CSMS
MTNL Mumbai
MTNL MUMBAI SERVICE TAX REGD NO.-AAACNMGSSST7001
Consolidated Stamp Duty Paid by Order No. FMS 2017/CH/01 DATED
15.01.2017. Pay online at <http://selfcare.mtnl.net.in>
Please pay by Due date to avoid inconvenience of disconnection



COUNTER FOIL

Bill No: 1060721717
Bill Date: 05/04/2017

Net Amount Payable: 3690
Pay by: 26/04/2017 to avoid disconnection
Amount Payable after 26/04/2017: 3790.0



पुस्तक क्र. १
२००२१२८१९३५
२०१७

शुक्रवार, 05 मे 2017 4:34 म.नं.

दस्तावेज गोप्यता भाग-1

पद 4
दस्ता क्रमांक: 3618/2017

दस्तावेज क्रमांक: वदर4/3618/2017

बाजार मूल्य: रु. 00/-
मोबदला: रु. 00/-

भरलेले मुद्रांक शुल्क: रु. 500/-

क. नि. मह. दु. नि. वदर 4 यांचे कार्यालयात

अ. क्र. 3618 वर दि. 05-05-2017

गोखी 4:31 म.नं. वा. हजर केला.

पावती: 4424

पावती दिनांक: 05/05/2017

सादरकरणाराचे नाव: पार्थ कौशिक मेहता

नौदली पी

₹. 100.00

दस्न हाताळणी फ़ि

₹. 220.00

पृष्ठांची संख्या: 11

दम्त हजर करण्ड्याची मही:

~~320.00~~

॥ पुण्यमनिकेतनं काशी ॥-२॥
॥ यं उपमाय विद्या ॥

बहुमूल्य विनिर्माण मशीन-२,
मॉडल-३ ए जिल्डा.

इमं नाचा प्रकारः कुलमुच्चत्वारपत्र

प्रसंग मन्त्रः अनेका नो प्रतिष्ठायां देव्यान् जलेषा अमृतं त्रिपुण्ड्रं स्नायुः
 प्रसंग मन्त्रः अनेका नो प्रतिष्ठायां देव्यान् जलेषा अमृतं त्रिपुण्ड्रं स्नायुः

अस्यैव त्रैलोक्ये

दिनांक: 105/05/2017 04:25:45 PM ची वेळ: (सादरनिर्वाह)

दिनांक 205/05/2017 04:27:38 PM की त्रुटि: (पी)

२०१७		
३६५८९९		
बदर-४		

प्रतिज्ञापत्र

[illegible]

संस्कृत

सिद्धि



वदर-९	१२०३५	२०३२
पुस्तक	१२०३५	
क्र. १		



बदर-४	३६९८७०	११
		२०१७

बदर-९	तक देवूर १३०१३३	क्र. १
		२०२२



704



बदर-९
पुस्तक क्र. १
६००२-५२/३३१
२०२२



PERMANENT ACCOUNT NUMBER
AAAPN9209L

NAME

ROHIT VELJI NANDU



FATHER'S NAME
VELJI NANDU

DATE OF BIRTH

10-06-1976

Rohit

SIGNATURE

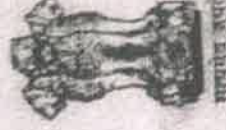
Rohit V. Nandu

आयकर निदेशक (पद्धति)

DIRECTOR OF INCOME TAX (SYSTEMS)

आयकर विभाग

INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF IN

JAI MATA DI DEVELOPERS

28/08/2003

Permanent Account Number

AAEFJ8153B



भारत सरकार
Government of India



सुशील भास्कर हिवाळे
Sushil Bhaskar Hiwale
जन्म तारीख/DOB: 11/02/1990
पुरुष/ MALE

2) नाव: अजय नं

पुंनई, पिन कोड:

Issue Date: 05/01/2013

3881 2905 4254

VID: 9137 5123 3663 6273

जि.ई. आर. भाई मोठराव

Download Date: 16/03/2020

बदर-९	पुस्तक क्र. १	२०२२
	२००२-१३३	०३५



378/9002

गुन्वार, 29 डिसेंबर 2022 1:15 म.नं.

दस्त गोपवारा भाग-1

बदर९

दस्त क्रमांक: 19002/2022

दस्त क्रमांक: बदर९ / 9002/2022

वाजारा मूल्य: रु. 5,09,40,618/- मोबदला: रु. 5,46,00,000/-

भरवेचे मुद्रांक शुल्क: रु. 32,76,000/-

हु. नि. मह. दु. नि. बदर९ यांचे कार्यालयात

अ. क्र. 19002 वर दि. 29-12-2022

रेजी 12:56 म.नं. चा. हजर केला.

पावती: 20576

पावती दिनांक: 29/12/2022

सादरकरणाचे नाव: पार्थ कौशिक मेहता तर्फे मुखत्यार पद्माकर गावडे -

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2700.00

पृथांची संख्या: 135

एकुण: 32700.00

दस्त हजर करणाऱ्याची मही:

[Signature]
मह. दु. नि. अंधेरी-3
सह दुय्यम निबंधक अंधेरी क्र. ३.

[Signature]
मह. दु. नि. अंधेरी-3
सह दुय्यम निबंधक अंधेरी क्र. ३.

दस्ताचा प्रकार: करानामा

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

शिक्रा क्र. 1 29 / 12 / 2022 12 : 56 : 19 PM ची वेळ: (सादरीकरण)

शिक्रा क्र. 2 29 / 12 / 2022 01 : 04 : 01 PM ची वेळ: (फी)

प्रतिज्ञापत्र

मह. दु. नि. अंधेरी-3
सह दुय्यम निबंधक अंधेरी क्र. ३.

Rohit R. Hinch

लिहून देणारे :

लिहून घेणारे :





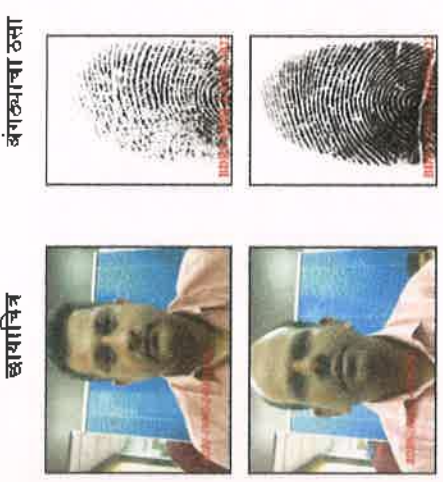
29/12/2022 1 26:42 PM

दस्त गोपवारा भाग-2

 वरदर
 दस्त क्रमांक: 19002/2022

 दस्त क्रमांक : वरदर 9/19002/2022
 दस्ताचा प्रकार :- करारनामा

- अनु क्र. पक्षकाराचे नाव व पत्ता पक्षकाराचा प्रकार
- 1 नाव: सेसर्स जय माता दि डेव्हलपर्स चे ऑफोराईड सिप्रेटरी रोहित नंदू- लिहून देणार
 पत्ता: प्लॉट नं: 702, माळा नं: 7 वा गजला, इमारतीचे नाव: साई वय : 46
 दर्शन सीएचएसएल, ब्लॉक नं: प्लॉट नं: 96, एस. ज्ही रोड, रोड नं: स्वाक्षरी:-
 खार पश्चिम, मुंबई, महाराष्ट्र, मुम्बई. Robit-V. Nandur
 पॅन नंबर: AAEEJ8153B
- 2 नाव: पार्थ कौशिक मेहता तर्फे मुखत्यार पद्माकर गावडे - लिहून वेणार
 पत्ता: प्लॉट नं: फ्लॅट नं: 1001, माळा नं: -, इमारतीचे नाव: आनंद वय : 42
 व्हिंता, ब्लॉक नं: लिंकिंग रोड, रोड नं: सांताक्रुझ पश्चिम, मुंबई, स्वाक्षरी:-
 महाराष्ट्र, मुम्बई.
 पॅन नंबर: AJOPM9248H


 वरील दस्तऐवज करून देणार तथाकथीत करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.
 शिक्का क्र. 3 ची वेळ: 29 / 12 / 2022 01 : 16 : 06 PM

ओळख:-

खालील इतम बसे निवेदीत करतात की ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र. पक्षकाराचे नाव व पत्ता

- 1 नाव: सुशिल हिवाळे - स्वाक्षरी
 वय: 31
 पत्ता: एस. ज्ही रोड, खार पश्चिम, मुंबई
 पिन कोड: 400052



2 नाव: सर्वेश चेंदवणकर -

- वय: 25
 पत्ता: एस. ज्ही रोड, खार पश्चिम, मुंबई
 पिन कोड: 400052

शिवका क्र. 4 ची वेळ: 29 / 12 / 2022 01 : 16 : 50 PM

शिक्का क्र. 5 ची वेळ: 29 / 12 / 2022 01 : 20 : 26 PM नोंदणी पुस्तक 1 मध्ये

सह दुय्यम निबंधक अंधेरी क्र. ३.

Payment Details.

 प्रमाणित करणेत येते की, या
 दस्तामध्ये एकूण... पावे आहेत.
 सह दुय्यम निबंधक, अंधेरी क्र. ३
 मुंबई उपनगर जिल्हा

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	Parth Kaushik Mehta	eChallan	69103332022122913116	MH012916048202223E	3276000.00	SD	0006397734202223	29/12/2022
2		DHC		2912202205134	700	RF	2912202205134D	29/12/2022
3		DHC		2912202205063	2000	RF	2912202205063D	29/12/2022
4	Parth Kaushik Mehta	eChallan		MH012916048202223E	30000	RF	0006397734202223	29/12/2022

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

पुस्तक क्रमांक १, क्रमांक... वर

नोंदला. 29 DEC 2022

दिनांक:

19002 / 2022

Verify, Scanned Document for correctness through thumbnail (4 pages on a slide) printout after scanning.

2. Get print immediately after registration.

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

 सह. दुय्यम निबंधक, अंधेरी क्र.-३,
 मुंबई उपनगर जिल्हा.

19002

दस्तावेज स्कैन झाल्याची
पृष्ठ ४२६
दिनांक २९/१२/२०२२